

1. Explanatory Terms

The Explanatory terms used but not defined in this Agreement shall have the same meaning as those defined in the laws and regulations.

Authorisation Code – a code generated by Digipass or Smart ID and used for confirming the Application in Internet bank and for filling in Orders that are accepted by the Bank for execution.

Bank – AS SEB banka, uniform registration No. 40003151743, registered office: Meistarū iela 1, Valdlauči, Ķekavas pagasts, Ķekavas novads. The activities of the Bank are supervised by the Finance and Capital Market Commission. The website of the Bank: www.seb.lv; email for contacts: info@seb.lv

Website of the Bank – www.seb.lv.

Business Day – any day of the week except for Saturdays and Sundays, and the statutory national holidays in the Republic of Latvia, on which the Bank is opened for general banking business during its working hours.

Price List – the General Price List approved by the Bank and specifying commission fees for the services provided by the Bank.

Transaction – a lawful and possible transaction or a banking operation with Securities based on an Order, including the buying and selling of Securities and the rights related thereto.

Financial Security – financial means or financial instruments, which secure the performance of the obligations arising from the Transaction under this Agreement and pursuant to the Financial Security Law.

Central Securities depository – Nasdaq CSD SE organisation no. 40003242879, authorised by the Financial and Capital Market Commission to provide CSD services under the European Parliament and of the Council Central Securities Depositories Regulation (CSDR).

Data Sheet – The document entitled “Private customer’s questionnaire” or “Corporate customer’s questionnaire” signed by the Customer (inter alia confirmed with the Internet bank authorisation tools) and containing information on the Customer, including the Customer’s contact information. The information specified in the Data Sheet is applicable to subsequently entered into service agreements as well as to the agreements entered into by and between the Customer and the Bank prior to signing of the Data Sheet at the branches of the Bank or approving thereof via Internet bank.

Internet bank – the Bank’s web-based information and settlement system. Customer – a natural or legal entity, which has concluded the Agreement with the Bank.

Competent Authority – the subject of public or private law in the Republic of Latvia or abroad in charge of the organization, on a statutory or contractual basis, of the functioning of a particular field of financial services in the relevant country or supervising the activities thereof. Such authorities shall include, without being limited, the following: the Central Bank, the Supervising Authority, the Stock Exchange, the Multilateral Trading Facility etc.

Account statement – information that displays the Securities booked in the Customer’s Securities Account, the number thereof or the Transactions carried out with them within the reviewed period.

Agreement – the Securities Account Agreement concluded between the Parties. The Agreement consists of the Application and the Terms and Conditions of the Securities Account Agreement.

Settlement Date – the date on which the funds/ Securities are debited or credited to the Current Account/ Securities Account for Transactions.

Current Account – the Customer’s current account linked to the Securities account that independently from base currency of the account is also used for cash settlements in EUR currency.

Laws and regulations – in the meaning of these Terms and Conditions, these shall be understood to be laws, regulations, by-laws and other laws and regulations regulating the activities of the institutions regulating the Securities market, stock exchanges, other organised trading venues, settlement organisations, central depositories and equivalent institutions of Latvia and abroad.

Terms and Conditions – the terms and conditions of this Securities Account Agreement applicable to the relationship between the Parties including all the amendments and additions that are in force at the time of rendering an investment service or an ancillary service.

Application – the application signed by the Customer or approved through Internet bank for the opening and maintaining of the Securities Account in accordance with the Agreement.

Retail Client – any Customer who is not a Professional Client or an eligible counterparty.

Professional Client – a Customer who meets the criteria provided for in the Financial Instruments Market Law, having relevant experience, knowledge and proficiency for taking independent investment decisions and proper assessment of the risks associated with the Transaction.

Parties/ Party – the Customer and the Bank jointly or individually.

Standing order – Customer’s order which purpose is to execute regular Securities (e.g. investment funds) purchase.

Order – an instruction given by the Customer to the Bank to enter into a Transaction or execute an operation related to the Transaction.

Trading Date – the day, on which the Transaction is entered into in the execution of the Order.

Securities – financial instruments prescribed in the Financial Instruments Market Law and other securities other than transferable securities, which in the meaning of this Agreement support the issuer’s obligation to the holder of the instrument. Securities are not printed documents, they exist as an entry in the form prescribed by the laws and regulations.

Securities Account – an account opened with the Bank on the Customer’s name, to which the Securities held by the Customer are booked.

Securities Events – any facts or conditions that impact the parameters of the Securities, as well as the issuer’s acts performing its obligations towards the owner of Securities (dividend disbursements, the change of the par value of the stock, the merging and splitting of the Securities issues, the maturing of bonds, etc.).

2. General Terms

- 2.1. These Terms and Conditions prescribe the procedure for the opening and maintaining of the Securities Account, the procedure for holding of the Securities owned by the Customer, the conditions of accepting, executing or transferring for execution of the Customer’s Orders, as well as the procedure for carrying out of the activities related to the Securities Transactions.
- 2.2. The legal relations between the Parties shall be regulated by the General price list, SEB General Business Terms and Conditions, the Terms and conditions of Settlement, the Data Processing Principles and Data sheet unless agreed otherwise in this Agreement. The Parties shall resolve any other matters not provided for in the above documents according to the generally accepted principles and the best practice. If there is any contradiction between a provision of this Agreement and the laws and regulations and/or a binding regulation, and/or a resolution issued by the Competent Authority and/ or a court, the Parties shall follow the provisions laid down in the laws and regulations and/or binding regulations and/or the resolution issued by the Competent Authority and/or a court.
- 2.3. The Customer is aware that the processing of the Customer data is primarily for the purpose of providing a service under this Agreement, while the processing of additional data and related issues are determined by the Data Processing Principles of SEB Banka.
- 2.4. The Bank has the right to determine the Securities for which the Bank provides the services specified in this Agreement. The Customer may transfer to the Securities Account only such Securities that are held and serviced by the Bank under this Agreement.
- 2.5. The Bank shall keep the documents related to the performance of the contractual obligations in compliance with the provisions of laws and regulations. The Customer has the right to review these

- documents at the time mutually agreed by the Parties in advance. At the Customer's request, the Bank shall ensure the issue of the copies of the above documents to the Customer, subject to withholding a commission fee for this.
- 2.6. By concluding this Agreement, the Customer hereby represents that he/she has the right as well as the requisite consents for entering into and performing this Agreement, as well as for issuing Orders and entering into Transactions, and that all the obligations assumed by the Customer under this Agreement shall be binding upon him/her and not contradicting any laws and regulations and/or regulations, statutes, concluded agreements, and resolutions adopted by competent authorities and/ or courts binding on the Customer.
 - 2.7. The Customer shall independently follow the requirements laid down in the laws and regulations regarding the submission of notifications regarding the obtaining or reduction of significant holdings and to ensure that the above notifications are submitted according to the procedure prescribed in the laws and regulations, including if the Customer's Securities are held in the nominal account opened in the Bank's name. If the Customer's Securities are held by a foreign securities trustee in a country where the holding of Securities on the nominal account is not regulated and the Bank has been imposed a duty to report the obtaining or reduction of a significant holding, the Customer shall notify the Bank of the obtaining or reduction of such significant holding in writing and in due time. The Bank shall not be liable for any losses, expenses and restriction of rights that have been caused to the Customer due to the latter not complying with the provisions referred to herein.
 - 2.8. These Terms and Conditions do not prescribe the procedure for carrying out transactions with derivatives, nor do they prescribe the procedure for accounting for and holding of derivatives.
- ### 3. Procedure for Concluding the Agreement and its Entry into Force
- 3.1. The Bank shall ensure that the Terms and Conditions, SEB General Business Terms and Conditions, the Price List, the Terms and conditions of Settlement, and the Data Processing Principles, and:
 - 3.1.1. The Description of Investment products and related risks;
 - 3.1.2. Order Execution Policy for clients of the AS "SEB banka" and Execution Venues used by AS "SEB banka";
 - 3.1.3. Information about AS "SEB banka" and its investment services (including information on investor-protection and deposit guarantee scheme);
 - 3.1.4. Conflicts of Interest Policy;
 - 3.1.5. Information about the procedure under which complaints and disputes are resolved under an out-of-court arrangement;
 - 3.1.6. Information all costs and charges related to the investment services or products provided;
 - 3.1.7. Information on inducements related to the investment services and products provided;
 - 3.1.8. Information on inducements related to investments in funds;
 - 3.1.9. Information on different levels of securities segregation and their protection, are available on the website of the Bank, at the branch offices of the Bank or Customer Service Centres. The Customer can source Key Investor Documents for packaged retail and insurance-based investments products and Key Investor Information documents for investment funds products (in case such information should be provided by the Bank) on the Bank's web page www.seb.lv/kid, unless the Customer and the Bank has agreed on different provision of key information documents. By entering into this Agreement the Customer represents that he/she has familiarised himself/ herself with the above documents, understands them and concurs to them and recognises them as binding on himself/herself, including all the further amendments and additions thereto, and concurs to the application thereof to the relations between the Parties.
 - 3.2. When new Securities Account is opened, the Customer have to indicate Securities Account type:
 - 3.2.1. Intra-bank securities account – Securities Account, through which Bank keeps Securities with third party – on the account opened in the name of the Bank, with a reference that the Bank shall hold the Securities booked on this account on behalf of its Customers (hereinafter referred to as the "Nominal account").
 - 3.2.2. Central Securities depository account – Securities Account, through which Securities are kept in Central Securities depository on the Securities Account opened in the name of Client.
 - 3.3. The Customer shall fill in and sign the Application at the Bank or fill it in and have it approved through Internet bank under the procedure prescribed in this Agreement. The Application filled in by the Customer and signed at the Bank or approved through Internet bank shall be deemed by the Bank as the Customer's irrevocable proposal to enter into the Agreement.
 - 3.4. By filling in the Application on Internet bank, the Customer shall approve it with the Authorisation code that should be used during the relevant session of Internet bank. The Authorisation code shall be:
 - 3.4.1. used in lieu of the Customer's signature on the Application;
 - 3.4.2. sufficient and due authorisation issued by the Customer to the Bank for the opening of the Securities Account.
 - 3.5. The Bank has the right to review the Application and other documents submitted by the Customer, as well as to verify the information submitted by the Customer and request additional information from state authorities under the procedure and scope prescribed in the laws and regulations.
 - 3.6. The Agreement shall come into force when the Bank opens, by accepting the Customer's Application, a Securities Account for the Customer. The Agreement has been concluded for an indefinite term.
 - 3.7. All the previous agreements and contracts that are in force between the Parties at the time of the entry into the Agreement and govern the terms and conditions of receiving and providing the services specified in this Agreement shall become null and void upon the entry into force of this Agreement. The Parties agree that this Agreement shall apply to the orders for the purchasing and selling of securities that have been submitted by the Customer to the Bank and which have been accepted by the Bank in accordance with the above agreements and which are valid and have not been executed at the time of the entry of this Agreement into force.
 - 3.8. The Bank may refuse to enter into the Agreement with the Customer without providing explanations for any such refusal.
 - 3.9. Customer agrees to receive basic information documents of packaged retail investment products in English (unless the laws and regulations impose a duty on Bank to provide a document in the official language), and confirms his knowledge of English is sufficient to understand the information in the basic information documents.
- ### 4. Amendments to the Terms and Conditions
- 4.1. The Bank has the right to amend these Terms and Conditions unilaterally. The Bank shall notify the Customer of the amendments at least 30 (thirty) days in advance prior to their entry into force by displaying this information at its branch offices and the Bank's customer service centres, and on the Bank's website. The Bank has the right to inform the Customer about such amendments by sending a notice by the Internet Bank or to the Customer's e-email address, at least 30 (thirty) days in advance prior to their entry into force.
 - 4.2. If the Customer has not submitted a written notification to the SEB bank on the termination of the Agreement until the date of the entry into force of the amendments, it shall be deemed that the Customer has agreed to the amendments.
- ### 5. Customer's status
- 5.1. At the moment of the conclusion of the Agreement the Bank shall assign the status of a Retail or a Professional Client to the Customer. Depending on the assigned status, during the term of the Agreement the Bank shall apply certain investor protection rights to the Customer in compliance with the applicable laws. The Bank shall state the status of the Customer in the Application, or in case it has been changed during the Agreement period, it shall be stated in a written agreement concluded between the Customer and Bank on changes in the Customers status, except in cases when the Bank shall change the status of the Customer at its own initiative in accordance with the Law. The Customer will be informed about changes of the status in a written form. The status of the Customer will be applied on all services provided to the Customer by the Bank.
 - 5.2. In cases prescribed by laws and regulations, the Bank shall assess the suitability of the intended Transaction for the Customer. The Customer shall provide the information requested by the Bank to enable the latter to determine whether the relevant Transaction is suitable for the Customer.

- 5.3. At the time of the entry into the Agreement, the Customer shall be assigned a uniform status. Upon receipt of the Customer's written request to change its status or at the Bank's initiative, the Bank may change the Customer's status for all or a certain kind of services or for a particular Transaction. The Parties shall agree on the change of the status by entering into a written agreement.
- 5.4. Where such a change in the status results in the Customer losing certain investor protection rights, beforehand the Bank shall evaluate the Customer's experience and knowledge of investment services, based on the information provided by Customer', to ascertain the ability of the Customer to adopt independent investment decisions as well as his/her awareness of the risks.
- 5.5. If the Customer does not meet the statutory eligibility requirements for the particular status or if the Bank, based on the information presented on the Customer's questionnaire, reasonably believes that a higher level of investor's protection should be assigned to the Customer as compared to the protection obtained by the Customer as a result of such a status change, the Bank shall refuse to change the status assigned to the Customer.
- 5.6. The Customer, to whom the status of a Professional Client has been assigned at the time of the entry of this Agreement, shall immediately notify the Bank, under the applicable statutory procedure, of any changes that might affect the Customer's compliance with the eligibility requirements of the particular status. If The Bank has obtained information on non-compliance of the Customer with the requirements laid down for Professional Clients, the Bank shall change the status of the Customer and notify the Customer of such a status change in writing. If the Customer has been assigned with the status of Professional Customer or an eligible counterparty, the Customer is aware and agrees that pre-contractual information and information that is related to acceptance and execution of the Order may be submitted to a limited extent, at the discretion of the Bank, prescribed by regulations.
- 6. Opening of the Securities Account and Holding of the Securities**
- 6.1. The Bank shall open the Securities Account only for the holding of the Securities owned by the Customer.
- 6.2. The Bank shall hold the Securities owned by the Customer separately from the Securities owned by the Bank. The Securities booked to the Customer's Securities Account shall not be used to satisfy the claims of the creditors of the Bank.
- 6.3. The Bank shall act with the Securities owned by the Customer exclusively subject to the Customer's consent and in accordance with the Order issued by the Customer, except the cases provided for in the Agreement.
- 6.4. The booking of the Securities to the Customer's Securities account shall serve as a proof of the Customer's ownership title to the Securities. The Bank shall be responsible for ensuring that the Transactions carried out with Securities be immediately registered and the Securities obtained because of these Transactions be immediately booked to the Customer's Securities account.
- 6.5. The Bank can hold the Customer's Securities with the third party – on the account opened in the name of the Bank with foreign banks or financial institutions, with a reference that the Bank shall hold the Securities booked on this account on behalf of its Customers. The Securities of several Customers of the Bank may be held in a single nominal account. The Bank shall select a foreign trustee of securities with requisite skills and care in compliance with the requirements laid down in the laws and regulations. In case if the Customer's Securities are booked in the nominee account together with securities owned by other Bank's customer's, may include the risk that, in the event of the insolvency of the third party, the transfer of the Customer's securities to another third party may be time consuming process.
- 6.6. In the cases prescribed in the laws and regulations, the Customer's Securities may be held with the third party in a country where the holding of Securities in nominal accounts is not regulated. The Customer's Securities may be held in the account that is opened in the name of the Bank together with the Securities owned by the Bank and/or the Bank Customers. Customers Securities that are kept together with the Securities owned by the Bank or other customers of the Bank, may include the risk that the Securities may be considered as a property of the Bank or the property of another customer of the Bank, as a result they might be used to settle the obligations of another customer or the Bank.
- 6.7. The Bank shall not liable for any damage or loss resulting from an act or omission of the third party, except the cases when it has been caused by a deliberate act of the Bank. Damage or loss related to any act or omission of the third party may be caused, inter alia, because of the loss of the Securities, failure to execute the Order in due time or the undue execution thereof, insolvency, etc.
- 6.8. The Customer understands and confirms that the purchasing of the Securities issued abroad, as well as holding thereof with a foreign trustee of the Securities involves the risks of eventual non-performance of the trustee's obligations or the insolvency, in case of which the securities can be pledged for covering any payments for securities transactions or any commissions to the foreign trustee. Market practice and foreign laws and regulations may differ from those in force in the member countries of the European Union practice, applicable laws and regulations, therefore the rights of the Customer arising from Securities may differ accordingly.
- 6.9. If the Bank has the information that proves that the Customer's Securities held with the third party have been irreversibly lost, inter alia, as a result of data destruction or corruption, the insolvency of the third party, the nationalisation, expropriation of the Securities or similar events, the Bank shall debit the value of the lost Securities from the Customer's Securities account. If the lost Securities had been held with the third party in a nominal account jointly with the Securities owned by other Customers of the Bank, the Bank shall debit the Securities from the Customers' Securities accounts proportionally for each Customer, having regard to the number of the lost Securities owned by the particular Customer. The Bank shall perform all activities depending upon it for assisting the Customer to get compensation for irreversibly lost Securities if the foreign laws and regulations provide for such compensation.
- 6.10. The Bank may debit the Securities from the Customer's Securities account based upon the order of the Central Securities depository or the central securities depository of the foreign country or the foreign securities holder holding the Customer's Securities (for example, in case of the insolvency of the issuer of the Securities), without the Customer's Order.
- 6.11. The Bank will inform the Customer with the status of a Private customer, and who holds positions in leveraged financial instruments or contingent liabilities, where the initial value of each instrument depreciates by 10% and thereafter by further multiples of 10%, by sending the information to the Customer not later than at the end of Business Day, or if the initial value has depreciated on a weekend or in holidays - on the next Business Day.
- 7. General Terms and Conditions of the Issuing of Orders**
- 7.1. Prior to issuing Orders to the Bank, the Customer shall:
- 7.1.1. familiarise himself/ herself with the laws and regulations applicable to the Securities and Transactions with them, including the rulings and regulations issued by the Competent Authority, the regulations of the Central Securities depository or the regulations of the foreign central securities depository, the relevant market practice;
- 7.1.2. assess his/ her knowledge and experience in transactions with the Securities, as well as the purpose of the Transaction, potential risks and restrictions;
- 7.1.3. In case the Customer is a private individual – submit to the Bank valid persons identifier assigned by the person's country of residence;
- 7.1.4. In case the Customer is legal entity – submit to the Bank valid legal entity identification code (LEI code).
- 7.2. An Order issued by the Customer with the Bank in accordance with the procedure prescribed by the Agreement shall be deemed by the Bank an irrevocable offer of the Customer to the Bank to accept and execute the Order and to enter into the Transaction.
- 7.3. The Customer may issue an Order as follows:
- 7.3.1. by submitting a hard copy Order to the Bank;
- 7.3.2. by using Internet bank (only for the types of Transactions for which an Order may be submitted through Internet bank);

- 7.4. The Bank shall deem that the Order has been issued by the Customer if it has been issued under the procedure prescribed in this Agreement, however, in case of grounded suspicion the Bank may contact:
- 1) its legal representative if the Customer is a legal person;
 - 2) the Customer himself/ herself if the Customer is a natural person – and to request reconfirm the Order.
- 7.5. The Customer shall submit clearly worded, accurate and clear Orders. The Bank shall not be liable for any consequences, arising due to the Customer not complying with the above obligation.
- 7.6. Issuing the Order, the Customer shall specify any such terms and conditions, which are which the Bank requires the Customer to meet and which, are necessary for the execution of the Order, as well as provide all other information concerning the execution of the Order and the Transaction as required by The Bank.
- 7.7. In case there is Securities Event before actual settlement of transaction executed within multilateral trading facility provided by the Central Securities Depository, and such Securities Event has triggered changes to the characteristics of securities or any proceeds of distribution:
- 7.7.1. Customer's Order can be cancelled and replaced in accordance with the terms of Securities Event.
- 7.7.2. Income from Securities Event will be subject to process where proceeds of a distribution are re-allocated to the party that was contractually entitled to receive them.
- 7.8. In case there is Securities Event before actual settlement of transaction executed outside multilateral trading facility provided by the Central Securities Depository, and such Securities Event has triggered changes to the characteristics of securities or any proceeds of distribution and both deal counterparty's are not agreed on different deal conditions then:
- 7.8.1. Customer's Order can be cancelled and replaced in accordance with the terms of Securities Event.
- 7.8.2. Income from Securities Event will be subject to process where proceeds of a distribution are re-allocated to the party that was contractually entitled to receive them.

8. The Identification of the Customer and the Acceptance of the Order

- 8.1. Where the Customer issues the Order via Internet bank, the Customer's Authorisation code shall be used as the means of the Customer's identification. Orders and other Customer's notices prepared via Internet bank shall be deemed to be duly signed and submitted if approved by the Customer's Authorisation code or any other documents approval method provided by the Bank.
- 8.2. The Bank shall accept Orders on all Business Days of the Bank during its working hours. If the Order is submitted via Internet bank on a day, which is not the Bank's Business Day, the Order shall be executed on the following Business Day of the Bank.
- 8.3. If the Bank has set a deadline for issuing Orders, the Order, which has been issued later than the issuing deadline set by the Bank, shall be executed as soon as possible. The Bank shall not be liable for any losses that the Customer may incur in this case.
- 8.4. If the Customer has specified the expiry term of the Order, the Order shall be valid during the term. If the Customer has not specified the expiry term of the Order concerning the intermediatorship of the Transaction, the Order shall be in force until the end of the Business Day on which the Order was submitted.
- 8.5. If customer wants to cancel Standing order he/she shall submit application in Bank or via Ibanka. If the Customer has not secured the required funds for the execution of the Customer's standing purchase Order for 3 (three) consecutive times, the Bank shall deem the Order to be cancelled by the Customer.
- 8.6. Upon accepting the Order, the Bank may impose individual restrictions and special requirements on the Customer regarding the performance of the particular Transaction, including in terms of the volume and the execution date of the Transaction, etc. Such restrictions may be imposed for a definite or indefinite term. The Bank has the right to impose restrictions and requirements on various Securities. The Bank has the right to unilaterally determine the Securities for which the Bank provides the services provided for under this Agreement. Any such restrictions and special requirements imposed by the Bank shall be binding upon the Customer, and he/she has the right to issue Orders for carrying out the Transactions in compliance with the restrictions and special requirements specified by The Bank.
- 8.7. The Customer shall receive the information on the restrictions and special requirements imposed upon the Customer from the Bank, at the Customer's request.
- 8.8. The Bank has the right to refuse to accept, execute or transfer for execution the Order at its own discretion in the following cases, however, not limited to such:
- 8.8.1. if the Customer has failed to perform his/ her obligations in accordance with the Agreement;
- 8.8.2. the funds are insufficient for the execution of the Order and the Transaction, the settlement of Commission fees in the Customer's Current Account and/ or Securities account or the Securities are encumbered in favour of the third party, as a result of which the execution of the Order and the Transaction is not feasible;
- 8.8.3. The Transaction desired by the Customer and specified in the Order does not comply with the Agreement or effective laws and regulations;
- 8.8.4. it is not possible to execute the Order based upon the grounded judgement of the Bank;
- 8.8.5. The Transaction desired by the Customer exceeds the restrictions imposed by the Bank regarding the volume, subject, minimum requirements, execution term of the Transaction, etc.;
- 8.8.6. The Customer or the parties related thereto (the Customer's shareholders/owners, subsidiaries, the Agreement guarantors, pledgers) have defaulted on their obligations to the Bank, the related parties thereof, including SIA SEB lizings or any other credit institution or financial institution, and/or debt recovery proceedings have been launched against the Customer or parties related to the Customer concerning the performance of obligations of any other agreement concluded with the Bank and/ or SIA SEB lizings, and/or any third party;
- 8.8.7. The Customer provides false information to the Bank or submits documents containing false information, or fails to provide the information which the Customer is aware of and which impacts the ability of the Customer or the Bank to perform their obligations assumed hereunder;
- 8.8.8. The Bank has at its disposal information that gives the basis to consider that the Customer's ability to perform his/ her obligations has considerably deteriorated;
- 8.8.9. The Customer or the Bank have closed all the Customer's Current and/ or Securities account;
- 8.8.10. The Bank has served the Customer or received from the Customer the notice of termination of the Agreement;
- 8.8.11. The Customer – legal entity – has not provided the Bank with the legal entity identification code (LEI code), or it has become invalid;
- 8.8.12. The Customer – private individual – has not provided the Bank with valid persons identifier assigned by the person's country of residenc, or it has become invalid;
- 8.8.13. In other cases provided for in the Agreement, laws and regulations or rulings issued by the Competent Authority and/ or the court.
- 8.9. If the Bank decides not to take any action based upon an Order issued by the Customer, it shall notify the Customer thereof immediately and give the reasons behind such a refusal. The Bank shall not be liable for any losses incurred by the Customer resulting from such a decision of the Bank.
- 8.10. In case the Customer has issued several Orders to the Bank that together exceed the balance on the Customer's Account, the Bank shall execute such Orders in the sequence of their occurrence, based on the amount of funds available in the Customer's Account.
- 8.11. The Customer has the right to issue the Order to the Bank on cancelling the previous Order; however, the Bank may not have the right/ be in a position to terminate the execution of the Order and the Transaction.
- 8.12. Subject to receiving a prior request from the Customer, the Bank shall inform the Customer on material aspects relating to the execution of the Order.

9. Execution of the Order

- 9.1. Unless the Parties agree otherwise, the Order shall be accepted at the time when the Parties have reached an agreement on all the terms and conditions of the Transaction and the Bank has accepted the Customer's Order for execution. The Customer agrees to a partial execution of the Order.
- 9.2. The Parties are obliged to perform the obligations, which they have assumed by issuing the Order and concluding the Transaction in a due and timely manner.

- 9.3. The Bank shall execute the Customer's Orders in compliance with the policy of the execution of Orders, laws and regulations, and the rulings issued by Competent Authorities and/ or the court, as well as the generally accepted principles and practice regarding the execution of such Orders.
- 9.4. The Bank has the right to suspend the execution of an Order if, according to the assessment made by it, the execution of the Order would result in a violation of the laws and regulations and/ or rulings of a Competent Authority and/ or a court, the execution is not compliant with the market practice, general principles or conditions, or the market lacks liquidity. The Bank shall notify the Customer of the suspension of the Order execution and the underlying reasons. Should the Customer have failed to eliminate the circumstances dependant on the Customer accounting for the suspension of the execution of the Order within the term set by the Bank, the Order shall be cancelled. The execution of an Order shall be cancelled also in case if, according to the assessment made by the Bank, the Customer is unable to reasonably eliminate the circumstances serving as the basis for the suspension of the Order execution.
- 9.5. In executing the Customer's Order, the Bank may enter into Transactions outside the regulated market and the Multilateral Trading Facility or Organised Trading Facility.
- 9.6. The Bank has the right not to disclose to the market information on the restricting Order on the shares traded on the regulated market if this Order has not been executed immediately under the current market conditions, unless the Customer has specified to the contrary at the time of issuing the Order.
- 9.7. The Bank is not obliged to verify or approve the financial standing or legal status of the issuer of the financial instrument specified in the Order, or the person securing the rights and obligations resulting from the Transaction or the validity of the Securities, and the enforcement of any resulting rights or performance of obligations.
- 9.8. The Customer shall cooperate with the Bank in the execution of the Order. The Customer shall fulfil all the prerequisites dependant on the Customer and which are reasonably required by the Bank to be fulfilled in order to ensure the best possible performance.
- 9.9. The Bank shall not be liable for any losses or expenses incurred by the Customer due to changes in the price of the Securities or other market conditions arising during the period between the acceptance and execution of the Order.
- 9.10. The Bank is entitled not to execute the Customer's Order if it has been issued via Internet bank and, due to technical failure, erroneous information is specified in Internet bank in relation to the Security and the price thereof, because of which the notification provided to the Customer on the execution of the Order contains erroneous information. In such a case, the Bank shall notify the Customer thereof immediately.

10. Order Execution Notice

- 10.1. The Bank shall issue the Order Execution Notification to the Customer confirming the execution of the Order. The Bank shall provide the above notice to the Customer latest on the Bank's Business Day following the execution of the Order or, if the Bank receives this notification from the third party, on the Business Day following the receipt of this Notification from the third party at the latest. The latter shall not apply in case the Order Execution Notification contains the same information as contained in the Notification sent to the Customer by such third party.
- 10.2. The Bank shall provide the Order Execution Notification in Internet bank or at the Bank's branch office or at the Customer Service Centre on a Business Day during its working hours unless the Bank and the Customer have agreed on a different type of receipt in writing;
- 10.3. If the Customer is connected to Internet bank, he/she shall receive the Order Execution Notification in Internet bank.
- 10.4. Should the Customer have any objections as to the information presented in the Order Execution Notification, the Customer shall notify the Bank of such objections within 24 hours after receipt of the Order Execution Notification at the latest. Where the Customer fails to notify the Bank of its objections, it shall be deemed by the Bank that the Customer has approved the disclosures made in the Order Execution Notification.
- 10.5. The Customer is aware that the Bank may not have the right/ be in a position to terminate the execution of the Order even if the Customer notifies the Bank of any objections regarding the data contained in the Order Execution Notification.

- 10.6. The Order Execution Notification shall not replace or amend the Order issued by the Customer and the terms of the Transactions and/ or Transaction entered into between the Parties. In case of any discrepancies or contradictions between the terms and conditions of the Order Execution Notification and those of the Order and the Transaction, the Parties shall follow the terms and conditions of the Order and of the Transaction.
- 10.7. The failure to deliver or receive the Order Execution Notification shall not affect the validity of the Transaction.

11. Account Statement

- 11.1. It shall be possible to view the information of the Securities Account on Internet bank continuously. The Bank shall provide the opportunity for the Customer to receive the Account Statement at the Bank's branch office at the Customer's request. The Customer shall notify the Bank on any objections against the information provided in the Account Statement within 30 days following the date of receipt thereof.
- 11.2. The Bank will provide the Account Statement on the Securities and Transactions Booked to the Customer's Securities account, for example, through the Internet bank, once per quarter (if the applicable law does not require another reporting frequency and procedure). If the Customer does not have an active Internet bank agreement, the Bank ensures that the Account Statement on the Securities and Transactions Booked to the Customer's Securities account will be available to the Client at the Bank's branch office. Upon request, the Customer has the right to obtain the Account Statement on the Securities and Transactions Booked to the Customer's Securities account more frequently by paying additional service commission in accordance with the Price List.
- 11.3. The Bank shall not disclose the information on the Orders issued by the Customer, the Transactions entered into on the basis thereof and the balance of the Securities account to the third parties, except in the cases provided for in the laws and regulations.

12. Settlement Procedure

- 12.1. The Customer shall pay the commission fee to the Bank for the opening and maintaining of the Securities Account, as well as for other services received under this Agreement. The Bank shall set a fair and appropriate fee for the services that are not included in the Price List, but which have been necessary for the execution of the Order unless otherwise agreed with the Customer.
- 12.2. The Bank shall provide information to the Customer on expenses and commission fees related to the Order and the Transaction and on the activities related thereto. Where applicable, information about all costs and charges, including costs and charges related to investment services and financial instruments, which are not the result of occurrence of the market risk, Bank shall provide in a form that Customer can understand the total costs and the cumulative effect on return of investment. The Bank shall provide information on all costs and related expenses to the Customer on a regular basis - once a year, during the whole period of provision of the investment service.
- 12.3. The Customer shall secure funds and Securities that are sufficient and freely available to the Bank to execute the Securities Order and carry out the Transaction and commission fees in the Current Account or the Securities account, unless the Bank and the Customer have agreed otherwise in writing. A partial payment for the purchase of the Securities shall not be permitted. The Customer has the right to use a current account denominated in another currency for settlements for certain Transactions, subject to the Bank's prior consent to such settlement procedure.
- 12.4. By issuing the Order, the Customer authorises the Bank to withhold the commission fee from any Current Account and to perform all the disbursement and/ or payment operations required for the execution of the Order and the Transaction concluded on the basis thereof using the funds and/ or Securities held in the Customer's Current and/ or Securities Account.
- 12.5. In the event that funds in a foreign currency are transferred to the Account opened in another currency, the Customer shall authorise the Bank to exchange these funds for the currency of this Account by applying the currency exchange rate set by the Bank at the time of such transfer, unless the Bank and the Customer have agreed otherwise.

- 12.6. To ensure execution of the obligations arising from the Order, by submitting the Order the Customer shall provide the Financial Security equal to the amount of the Transaction relating to the Order, and the Bank, depending on the type of the Order submitted by the Customer, shall reserve the necessary financial means or securities in the Current Account or the Securities Account for the execution of the Order. For Securities transactions that are executed through Central Securities depository additional, to deal amount Bank shall reserve financial means according to market tolerance level (Transactions with settlement values up to and including EUR 100 000, the applicable tolerance amount is EUR 2. Transactions with values over the EUR 100 000, the applicable tolerance amount is EUR 25. Settlement amount, indicated by the seller of the securities, is used.) amount. The Bank has the right, without giving prior notice to the Customer, to use the Financial Security in settlement of the Transaction. Up until execution of the Order the Customer does not have the right to carry out any activities with the financial means or financial instruments serving and reserved as the Financial Security or encumber them with contractual or rights in rem, or assign the right to act with them to third parties. If execution of the Order is not successful, the Bank shall cancel the Financial Security and unblock the financial means or Securities within one Working day of the Bank. The Financial Security provided by the Customer shall serve as the security for all other obligations owed by the Customer to the Bank, unless the Parties have agreed otherwise.
- 12.7. The settlement for the purchase and sale of the Securities shall take place on the Settlement Day. For securities that are settled based on Central Securities depository rules Settlement day can be executed in previous Business Day.
- 12.8. In case of the purchase of the Securities, the Bank shall withhold the funds in the amount corresponding to the actual execution of the Customer's purchase Transaction from the Current Account on the Settlement Day.
- 12.9. In case of sell Transaction all the monetary amounts due to the Customer for the sale of the Securities shall be transferred to the Customer's Current Account on the Settlement day unless a separate written agreement between The Bank and the Customer provides for a different settlement procedure.
- 12.10. If, on the Settlement Day, there are no sufficient freely accessible funds or Securities on the account for the settlement of the Transaction, the Bank has the right to claim and the Customer shall pay the contractual penalty to the Bank according to Price list. The payment of the contractual penalty shall not release the Parties from the performance of their obligations, among other things, the Customer shall provide the deficient funds and/or Securities on the Current Account and/or the Securities account immediately.
- 12.11. The Customer shall compensate the Bank for all the expenses that have been incurred by it if there have not been sufficient funds or Securities freely accessible to the Bank on the Customer's Current Account or the Securities Account on the Settlement Day for performing the settlement for the executed Transaction.
- 12.12. The Customer agrees that the transfers, which have been made to the Customer from any country outside the Republic of Latvia, may be reduced by the amount of taxes, duties and other fees if such are imposed and withheld by a Competent Authority of this country, a credit institution or a party involved in the Transaction.
- 12.13. Unless the Parties have agreed otherwise, the payment, which needs to be made on the day, which is not the Business Day, shall be made on the following Business Day.
- 13. Servicing of the Securities Events**
- 13.1. The Customer shall obtain information on the Securities Events related to the Securities held on the Customer's Securities Account independently. The Bank shall not provide advice to the Customer in relation to the Securities Events or other information related thereto.
- 13.2. The Bank has the right but not an obligation to place the information on the Securities Event (except mandatory Securities Events with options) on the Website of the Bank, Internet bank or to notify the Customer thereof in any other manner if the Bank has obtained any information related to the Securities event. However, it shall not assume any responsibility for the truthfulness of such information.
- 13.3. If the Customer issues the Order or any other information to the Bank in relation to the Securities Event, the Bank shall execute the Customer's Order or pass the information to the relevant addressee, however it shall not assume any liability for any losses which the Customer may incur due to the execution of the Order or transmission of the information.
- 13.4. In case of the Securities Event, the Bank shall act in compliance with the regulations of the Central Securities depository or the rulings and/or instructions of the central securities depository of a foreign country or the foreign securities holder holding the Customer's Securities. The Bank shall not liable for any losses, which may be incurred by the Customer due to the compliance with the above-referred regulations, rulings or instructions.
- 13.5. Dividends, interest, principal and other income shall be transferred by the Bank to the Securities owners Current Account in accordance with the Securities amount held at the record date. Amount paid per unit of securities shall be determined by accuracy to the smallest unit of applicable currency.
- 13.6. In case of Securities Event where the Bank is not in a position to split Securities between several customers on an equal basis, the Bank has the right to sell the undivided Securities units and transfer the received funds to the Customers Current Account without Customers Order. The quantity of Securities to be credited shall be determined with the respect to the minimum Securities unit possible.
- 13.7. The Bank has the right to transfer, without the Customer's Order, any income related to the Customer's Securities – dividends, the fixed interest income on Securities and the payments of the principal amounts, bonus shares or other granted Securities to the Customer's Current Account or the Securities Account. The Bank shall perform the transfer within one Business Day after receipt of the relevant funds from the income disbursement agent.
- 13.8. If the Customer wishes to participate in the meeting of the Securities owners, he/she shall issue a written order to the Bank for blocking the Securities on the Securities Account specifying the number thereof. The Bank shall not be responsible for the losses and expenses incurred by the Customer if the Customer has defaulted on the term for blocking the Securities set by the issuer of the Securities.
- 13.9. The Bank shall not liable for any losses which may be incurred by the Customer due to the Securities Event or default or if the Customer has not been aware of the Securities Event.
- 13.10. The Customer is aware and agrees that any issuer of the Securities and the market supervision authorities may request the Bank to provide the list of the owners of particular Securities, in which the Customer shall be included without the specific consent thereof.
- 13.11. At the request of the Bank, the Customer shall submit the information required for the execution of the Securities event to the Bank. If the Customer fails to provide the information requested by the Bank to it in the manner and within the term set by it, the Bank shall not assume any liability for the execution of the Securities event.
- 13.12. The Bank has the right to lock, in whole or in part, the Securities Account or certain securities held in the Securities Account, if:
- 13.12.1. this is necessary to ensure execution of the Order, or
- 13.12.2. the Bank has information at its disposal about an existing or expected Securities Event that may significantly affect the characteristics of the Securities owned by the Customer. Under such circumstances, the Bank has the right to suspend execution of the relevant Order.
- 14. Liability of the Parties, the Duty to Compensate for Losses and Independent Decision-Making**
- 14.1. The Customer shall make independent decisions related to the conclusion of this Agreement, when issuing the Orders to the Bank and entering into Transactions, based upon the Customer's opinion or recommendations provided by the Customer's professional advisers.
- 14.2. Under this Agreement, the Bank shall not provide any investment, tax, legal or other advice or recommendations to the Customer.
- 14.3. The Customer shall be responsible for the content of the issued Order, as well as for securing sufficient funds and Securities for the performance of the issued Order/ Orders and the Transaction/ Transactions entered into on the basis thereof.

- 14.4. Provided it has acted within the scope of the Agreement and laws and regulations, the Bank shall not be liable for:
- 14.4.1. Any violations of the terms and conditions of the Agreement which are not the Bank's fault, including cases when the acts/omissions on part of the Bank have been caused by force majeure circumstances, decisions or rulings of competent authorities and/or courts, or other events beyond the control of the Bank;
- 14.4.2. Any damage incurred by the Customer due to the execution, acceptance or transfer of the Order or refusal to accept the Customer's Order under the terms of the Agreement;
- 14.4.3. Any services and/or information provided by third parties through the Bank, except for outsourcing. The Bank shall not be liable for any damages incurred by the Customer due to acts/omissions of the third parties or in case the insolvency indicators of such a party have been established or this party is declared insolvent, or in case such a third party violates the terms of the Transaction to which the third party is a Party, whereas the Bank, based on the respective Customer's Order, shall operate only as an agent.
- 14.5. Under no circumstances shall the Bank be liable for the Customer's lost profit.
- 14.6. In the event of defaulting on the Customer's obligations or duties, the Bank may suspend any operations with the Securities on the Customer's Securities Account or the funds on the Current Account until the complete performance of the obligations. The Bank shall not be liable for the Customer's losses incurred by him/her due to the suspension of the operations.
- 14.7. The Customer shall compensate the Bank for all the losses incurred by it if the Customer fails to comply with the obligations and liabilities provided for in the Agreement.

15. Exchange of Information

- 15.1. Unless the Parties have agreed to the contrary, the language of the Agreement shall be used in communicating with the Customer.
- 15.2. In the event that there are any language interpretation disputes concerning the wording of the Agreement in Latvian and the translation thereof into any other foreign language, the wording in Latvian shall prevail.
- 15.3. The Bank and the Customer agrees that, by notifying the email address to the Bank or commencing the use of Internet bank, the Customer confirms that the internet connection is available to the Customer and the Customer does not object to receiving the information via internet (including receipt of information by e-mail in accordance with the Bank's General business terms and conditions).
- 15.4. The Bank and the Customer agrees that by commencing the use of Internet bank the Customer confirms that he/she agrees to receive the information related to the Agreement via Internet bank.
- 15.5. Unless the Parties have agreed otherwise in the Agreement, the Bank may send any notification, request or information that needs to be delivered to the Customer, requested from the Customer or permitted in compliance with the Agreement via Internet bank. The information transmitted in this manner shall be deemed to have been provided upon the expiry of seven days as from the time of the delivery thereof to the post office and sending thereof as a registered mail to the other Party to the registered office thereof or to the address stated in the Data sheet for the purpose of communication, or submitted in person against the document confirming the receipt thereof.
- 15.6. The Customer has been informed that any phone conversations or communication with the Customer which results or will result in transactions, will be recorded and preserved for 5 years (or longer period, if such is determined by the regulations), and copies thereof are available to the Customer upon request.

16. Procedure for Dispute Resolution

- 16.1. This Agreement shall be governed by the laws and regulations of the Republic of Latvia.
- 16.2. Any dispute or claim arising from the Agreement, which concerns it or the violation thereof, shall be settled in compliance with the laws and regulations of the Republic of Latvia in the courts of the Republic of Latvia according to their jurisdiction.

17. Termination of the Agreement, Closing of the Securities Account

- 17.1. If the Bank notify or the Customer submits a written notification on the termination of this Agreement, the Customer shall not issue Orders to the Bank, except the Orders for transferring Securities to another holder of the Securities as from the time of submitting the notification. Central Securities depository account will be closed until the end of next Business Day after written notification is received.
- 17.2. The Bank shall close the Customer's Securities Account based on 17.1 point of this Agreement, if the Customer has settled all the obligations arising from the Agreement and if the Customer's Securities Account has a nil balance. The Agreement shall be deemed terminated once the Securities Account has been closed.
- 17.3. If there has been no balance of Securities on the Securities Account for three consecutive months, and the Customer does not owe obligations to the Bank arising from the Agreement, and there are no incomplete Securities Transactions relating to the Securities Account, and if there are no funds on the Current Account for covering the Securities Account maintenance fee, the Bank has the right to consider the Agreement terminated without giving prior notice to the Customer thereof in writing or in electronic form.
- 17.4. When the Securities Account is closed under the notification submitted by the Customer and under the orders issued by other parties, all the due and unsettled payments up to the closing of the Securities Account shall be withheld from the Customer's Current Account.