

DEPOSIT AGREEMENT No. _____

(Service – “Active Deposit”)

TRASTA KOMERCBANKA

TKB

PART I**1. Bank:** JSC “TRASTA KOMERCBANKA”, Reg. No. 40003029667, registered office: Miesnieku iela 9, Riga, LV - 1050, Latvia.**Representative:** position _____

first name, surname _____

2. Depositor:

2.1. First name, surname/Company name: _____

2.2. Personal identity number/Registration number: _____

2.3. Address: _____

2.4. Representative: _____

2.5. Current account with the Bank No.: LV__ __ KBRB __ __ __ __ __ __ __ __ __ __ __ __ __ __

3. Term Deposit

In accordance with provisions of this Deposit Agreement, the Depositor shall deposit funds on a deposit account opened with the Bank as a term deposit for a definite period of time.

3.1. Initial term deposit amount/currency: _____ in figures

_____ in words

3.2. Annual interest rate: _____

3.3. Initial participation level _____

3.4. Date of depositing: _____

3.5. Term deposit maturity date: _____

3.6. Interest payment: _____

monthly

at maturity

3.7. Deposit account No.: LV__ __ KBRB __ __ __ __ __ __ __ __ __ __ __ __ __ __

Special provisions

By his/her signature here below the Depositor certifies that he/she has fully familiarised himself/herself with the provisions of the Deposit Agreement Parts I and II, the Consolidated Pricelist (hereinafter in the text – the Pricelist), as well as with the General Transactions and Accounts Service Regulations, and undertakes to observe them. The Depositor certifies that the provisions of this Deposit Agreement have been discussed with him/her and the Depositor has agreed to comply with them. The Depositor certifies that the conditions of the Active Deposit service are fully clear to him/her, including the procedure of calculating interest for the Term Deposit and the procedure of replenishing the Term Deposit or receiving it prior to its maturity

Depositor _____

Bank _____

(typed name)_____
(position, typed name)

Riga, _____

(date)**Additional agreement**

Depositor _____

Bank _____

(typed name)_____
(position, typed name)

Riga, _____

(date)

1. General Provisions

- 1.1. In accordance with these provisions the Depositor shall deposit funds on the deposit account as a term deposit for a definite period of time (hereinafter - the "Term Deposit"). These provisions shall form an integral part of the Deposit Agreement (hereinafter - the Agreement). The signatures of the parties herein shall certify that they have fully familiarized themselves with these provisions, the provisions are completely clear and understandable to the parties and they undertake to comply with these provisions.
- 1.2. The Depositor shall be responsible for the accuracy, completeness and truthfulness of the information provided by him/her. The Depositor shall be liable to notify the Bank in writing without delay about any changes of the signatories, the Depositor's name, legal address (or domicile), personal identity documents, registration number and stamp impression (by submitting certifying documents). If the Bank considers it necessary, it shall have the right to request and the Depositor shall be liable to submit to the Bank additional information as requested by the Bank. In the event of providing untimely and/or incomplete and/or imprecise and/or untruthful information, the Depositor shall be liable to the Bank for any losses caused to it thereof.
- 1.3. In case the Bank changes the Pricelist during the period of effect of the Agreement, those Pricelist provisions (rates) shall be applied to the Term Deposit (even if the participation level is changed) that are valid on the day the Agreement is concluded.

2. Placement of the Term Deposit

- 2.1. By signing this Agreement, the Depositor shall authorise the Bank to debit the Depositor's current account opened with the Bank for the Term Deposit amount and to transfer it to the opened deposit account. The Depositor shall be liable to ensure availability of funds on the Depositor's current account in the amount of the Term Deposit in order the Bank could transfer the amount of the Term Deposit to the deposit account on the depositing date which is specified in Part I of the Agreement and which cannot exceed 10 (ten) calendar days from the Agreement signature date. In the event there are no sufficient funds on the current account for the Bank to make a transfer from the current account to the deposit account on the date stipulated in Part I of the Agreement, the Agreement shall be terminated and the Bank shall have no further obligation to accept the Term Deposit from the Depositor unless the parties have agreed otherwise. In the event of such termination of the Agreement, the Depositor shall be liable to recoup the Bank for all losses, which have thereby occurred.
- 2.2. The Depositor shall be entitled to replenish the Term Deposit account during the validity period of the Agreement in accordance with the following procedure:
 - 1) The Depositor shall submit an application to the Bank in writing (by using the Bank's approved Application form), wherein he shall indicate the amount he intends to replenish the Term Deposit for, as well as the date when the replenishment is to be made, on the condition that such replenishment is made not later than within 10 (ten) days after the application is submitted to the Bank;
 - 2) If, due to the Term Deposit replenishment, the Term Deposit exceeds the maximum amount determined in the Pricelist for the participation level currently applied to the Term Deposit, the Depositor shall submit the Application for replenishment of the Term Deposit with an indication to transfer it to another participation level and with Depositor's consent to change the current participation level and to apply to the Term Deposit such provisions of the participation level which correspond to the actual Term Deposit amount, as prescribed by the Pricelist (complying with the provisions of Clause 1.3, Part II of the Agreement);
 - 3) Submitting the Application (subparagraph 1 or 2 Clause 2.2 of Part II of the Agreement) to the Bank shall mean the Depositor's irrevocable order to the Bank to debit the Depositor's current account for the indicated Term Deposit replenishment amount. If on the day indicated in the Depositor's Application there are no sufficient funds on the Depositor's current account for the Term Deposit replenishment, the Application submitted by the Depositor shall be considered to be invalid. If the Depositor still intends to replenish the current Term Deposit, he shall submit a new application to the Bank in accordance with the procedure prescribed by this Agreement.

3. Calculation and Payment of Interest

- 3.1. Interests on the Term Deposit shall be calculated as from the day when the Term Deposit is transferred to the deposit account, and shall not be calculated for the final day of the Term Deposit period. Interest shall be calculated for the actual amount on the deposit account according to the interest rate specified in the Pricelist for the participation level, which is currently applied to the Term Deposit. Interest shall be calculated for the actual calendar days, assuming that a year has 365 (three hundred sixty-five) days. Interest shall be paid in conformity with the procedure specified in Part I of the Agreement by remitting it to the Depositor's current account with the Bank. In the event the Depositor has chosen to receive the interest on a monthly basis in conformity with the procedure stipulated in Part I of the Agreement, the Depositor herewith authorises the Bank, without previous notice of the Depositor, to transfer the accrued interest, which is due to the Depositor, to his/her current account with the Bank.
- 3.2. In the event the Depositor has not withdrawn the interest accrued for the Term Deposit from his/her current account, such interest shall not be added to the Term Deposit amount and no extra interest shall be paid for it.
- 3.3. If according to tax legislation and other regulatory enactments of the Republic of Latvia, the Bank has a liability to withhold taxes from the payments due to the Depositor, the Bank shall make such payments after the amount of tax is deducted pursuant to the tax rates prescribed by tax legislation of the Republic of Latvia.

4. Rights to Receive the Term Deposit or Its Part Prematurely

- 4.1. The Depositor shall be entitled to receive such part of the Term Deposit, which after the Term Deposit reduction could still allow applying to the Term Deposit the participation

level which is currently applicable to the Term Deposit. The Depositor shall notify the Bank in writing (or by using Trast.Net or Telefonbanka) of his intention to receive a part of the Term Deposit prematurely not later than 7 (seven) calendar days prior to the day of the intended receipt of funds, indicating the specific amount. The right stipulated here in this Clause the Depositor shall be entitled to exercise from the 8th calendar day following the Term Deposit placement.

- 4.2. If the Depositor wishes to receive a part of the Term Deposit in the amount specified in Clause 4.1, Part II of the Agreement, but prior to the term specified in Clause 4.1, Part II of the Agreement, the Bank shall immediately pay the requested part of the Term Deposit to the Depositor. Hereto, the Bank shall be entitled to withhold a commission from the paid part of the Term Deposit in conformity with the Pricelist for non-observation of the term.
- 4.3. If the Depositor wishes to receive such part of the Term Deposit that results in the Term Deposit amount becoming less than the minimal amount for the participation level indicated in the Pricelist currently applied to the Term Deposit, the Bank shall immediately, but not later than within one banking day from receiving the Depositor's notification in the Bank, notify the Depositor thereof and warn him that, in the event of paying the Term Deposit part requested by the Depositor, this Agreement shall be considered as prematurely terminated. To terminate the Agreement prematurely as described in this Clause, the Depositor's consent must be received. If the Depositor fails to provide his consent for premature termination of the Agreement within one banking day from the day when the Bank's notification is sent to the Depositor, his initial application for payment of a part of the Term Deposit shall become invalid. Further on, the Depositor will be able to receive a part of the Term Deposit by submitting to the Bank a separate application which shall be subject to provisions of the Agreement.
- 4.3.1. If the Depositor gives his consent to terminate the Agreement prematurely as specified in Clause 4.3, Part II of the Agreement, the Bank shall disburse the Term Deposit amount to the Depositor according to the provisions of Clause 4.5, Part II of the Agreement.
- 4.4. If the Depositor wishes to withdraw the Term Deposit prematurely, he shall notify the Bank thereof in writing (or by using Trast.Net or Telefonbanka) not later than 30 (thirty) days prior to the desired day of receiving the Term Deposit. When paying the Term Deposit to the Depositor in the determined term, the Bank shall be entitled to withhold from the principal amount of the Term Deposit the interest already paid to the Depositor.
- 4.5. If the Depositor wishes to receive the Term Deposit prematurely, not observing the 30 (thirty) days notification period (Clause 4.5, Part II of the Agreement), the Bank shall forthwith disburse the Term Deposit to the Depositor on the conditions set forth below:
 - 1) without paying the interest that has been accrued but not paid yet, as well as withholding the already paid interest from the Term Deposit amount;
 - 2) the Bank shall have the right to withhold a commission from the principal amount of the Term deposit for such premature termination of the Agreement by applying the Pricelist terms valid on the day of such premature payment of the Term Deposit.

5. Termination of the Agreement

- 5.1. The Depositor shall have the right to withdraw the Term deposit and the Interest upon maturity of the Term Deposit period. However, the Bank shall have the right not to disburse the amount of the Term deposit and the Interest if the Depositor has any outstanding liabilities to the Bank, arising from other transactions concluded between the Depositor and the Bank.
- 5.2. In the event the Depositor wishes to redeposit the Term Deposit upon expiry of the Term Deposit period, the parties shall conclude a new Agreement.

6. Other Provisions

- 6.1. The Interest and the Term Deposit amount shall be paid in the currency of the Term Deposit placed by the Depositor.
- 6.2. If the Term Deposit serves as collateral for liabilities of the Depositor or third parties to the Bank, the parties shall act in conformity with agreements concluded between the Bank and the Depositor thereof.
- 6.3. Any disputes or disagreements that arise while performing the Agreement shall be solved by the parties in the form of written claims according to the Bank's General Transactions and Accounts Service Regulations. If no agreement is achieved this way, the dispute in connection with the Agreement shall be solved by the Court of Arbitration of the Association of Commercial Banks of Latvia in Riga in conformity with the regulations of this Court. The number of arbitrators shall be 1 (one). The language of proceedings shall be Latvian. The arbitrator shall be appointed by the Chairman of the Court of Arbitration of the Association of Commercial Banks of Latvia. If the Depositor is regarded as a consumer for the purpose of the Republic of Latvia Consumer Rights Protection Law, the dispute shall be referred for consideration to a judicial authority of the Republic of Latvia according to location of the Bank (legal address).
- 6.4. The Agreement may be amended when mutually agreed upon by the parties. An exception from the provisions of this clause shall be the Bank's authority to unilaterally amend the Pricelist, including its provisions with regard to premature withdrawal of the Term Deposit. The Bank shall inform the Depositor about such amendments by placing information in the Bank's premises and on the Bank's home page at: <http://www.tkb.lv>.
- 6.5. If the wording of figures contained in this Agreement conflicts with their numerical expression, the written wording shall prevail. In all other cases, not stipulated by the Agreement, the Bank and the Depositor shall act in conformity with the Bank's General Transactions and Accounts Service Regulations and effective laws and regulations.
