

Deposit Agreement No. _____ (Service - 3/4 Deposit)

TRASTA KOMERCBANKA

TKB

PART I

1. Bank: AS 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/Name:

2.2. Personal identity number/registration number:

2.3. Address:

2.4. Representative:

2.5. Current account in 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 in the Bank as a term deposit for a definite period.

3.1. Initial term deposit amount/currency: in figures

in words

3.2. Annual interest rate:

3.3. Date of depositing:

3.4. Term deposit maturity date:

3.5. Date of depositing: monthly at maturity

3.6. Deposit account No. LV__ / KBRB __ __ __ __ __ __ __ __ __ __ __ __

Special provisions:

By his signature here below, the Depositor acknowledges that he has fully familiarised himself with the provisions of the Deposit Agreement Parts I and II, the Consolidated Price List (hereinafter in the text – the Price List), as well as with the General Transactions and Accounts Service Regulations, and undertakes to observe them. The Depositor acknowledges that the provisions of this Deposit Agreement have been discussed with him and the Depositor has agreed to comply with them. The Depositor acknowledges that the conditions of 3/4 Deposit service are fully clear to him.

Depositor _____

Bank _____

(printed name)

(position, printed name)

Riga, _____

(date)

Additional agreement

Depositor _____

Bank _____

(position, printed name)

(position, printed name)

Riga, _____

(date)

PART II. THE DEPOSIT AGREEMENT PROVISIONS

1. General Provisions

1.1. In accordance with these provisions, funds are placed on a deposit account as a term deposit for a definite period (hereinafter in the text – the Term Deposit). These provisions form an integral part of the Deposit Agreement (hereinafter in the text – the Agreement). The signatures of the Parties herein acknowledge that they have fully familiarized themselves with these provisions, the provisions are completely clear and understandable for the Parties and they undertake to comply with these provisions.

1.2. The Depositor is responsible for the accuracy, completeness and truthfulness of the information provided by him. The Depositor is liable to inform the Bank in writing without delay on changes in his signatory powers, the Depositor's name, registered office (or domicile), identifying documents, the registration number and the stamp impression (by submitting the supporting documents). If the Bank finds it necessary, it is entitled to require and the Depositor is liable to submit to the Bank additional requested information. In the event of providing untimely and/or incomplete and/or imprecise and/or untruthful information, the Depositor is responsible to the Bank for the loss caused to it thereof.

2. Placement of the Term Deposit

2.1. By signing this Agreement, the Depositor authorises the Bank to debit the Depositor's current account opened in the Bank for the Term Deposit amount and to transfer it to the opened deposit account. The Depositor is liable for ensuring availability of the funds on the Depositor's current account in the Term Deposit amount, so that the Bank can transfer the Term Deposit amount to the deposit account on the date, which is stipulated by Part I of the Agreement and cannot exceed 10 (ten) calendar days from the Agreement conclusion day. In the event there are no sufficient funds on the current account for the Bank to transfer them from this current account within the term stipulated by Part I of the Agreement, the Agreement is terminated and the Bank has no liability 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 is liable for indemnifying all losses caused to the Bank due to this.

2.2. The Depositor is not entitled to replenish the Term Deposit during the Agreement validity period.

3. Calculation and Payment of Interest

3.1. Interest for the Term Deposit is calculated starting with the day when the Term Deposit is transferred to the deposit account, and is not calculated for the final day of the Term Deposit. Interest is calculated for the actual amount on the deposit account. Interest is calculated for the actual calendar days, assuming that a year has 365 (three hundred sixty-five) days. Interest is paid in conformity with the procedure stipulated by Part I of the Agreement by remitting it to the Depositor's current account in the Bank. In the event the Depositor has chosen to receive the interest monthly in conformity with the procedure stipulated by Part I of the Agreement, the Depositor herewith authorises the Bank, without previous notice, to transfer the funds due to the Depositor to his current account in the Bank.

3.2. In the event the Depositor has not withdrawn the interest calculated for the Term Deposit from his current account, this interest is not added to the Term Deposit amount and no additional interest is paid for it.

3.3. If the Bank is liable for deducting taxes from the remuneration paid to the Depositor in accordance with tax legislation and other laws and regulations of the Republic of Latvia, the Bank will make payment only after deducting the cash amount, which is determined in conformity with the tax rates prescribed by legislation of the Republic of Latvia.

4. Rights to Receive the Term Deposit Prematurely

4.1. The Depositor is entitled to receive a part of the Term Deposit that does not exceed 25 % of the initial Term Deposit amount prior to the determined term if he notifies the Bank thereof in writing (or by using the Trast.Net system or Telephone Bank) not later than by 12:00 (Latvian time) on the banking day on which he wishes to receive the funds, indicating the specific amount. (If the notification is submitted to the Bank on the banking day after 12:00 [Latvian time], the funds can be received on the next banking day.) The Depositor is entitled to receive the Term Deposit amount according to the procedure stipulated herein and an unlimited number of times, but the total amount must not exceed 25 % of the Term Deposit amount. The Depositor is entitled to use

the rights prescribed by this clause starting with the 31st (thirty first) day from the Term Deposit placement.

4.2. If the Depositor wishes to prematurely terminate the Agreement (i.e. to receive the entire Term Deposit amount prior to the Term Deposit maturity) or to receive a part of the Term Deposit that exceeds 25 % of the initial Term Deposit amount, he shall notify the Bank thereof in writing (or by using the Trast.Net system) not later than 30 (thirty) days prior to the day he wishes to receive the Term Deposit. Having received such an application from the Depositor, the Bank shall pay the Term Deposit to the Depositor in full in 30 (thirty) days, without paying calculated but yet unpaid interest, as well as deducting the already paid interest from the Term Deposit principal amount.

4.3. If the Depositor wishes to prematurely terminate the Agreement (i.e. to receive the entire Term Deposit amount prior to the Term Deposit maturity), not observing the 30 (thirty) - day notification period, he shall inform the Bank thereof in writing (or via the Trast.Net system). Having received such an application, the Bank shall pay the Term Deposit to the Depositor by observing the conditions provided below:

- 1) not paying the interest that has been calculated but not paid yet, as well as deducting the already paid interest from the Term Deposit principal amount;
- 2) The Bank is entitled to deduct a commission from the principal amount of the Term Deposit in conformity with the Price List for such premature termination of the Agreement by applying the Price List terms valid as of the day of such premature payment of the Term Deposit.

5. Termination of the Agreement

5.1. The Depositor is entitled to receive the Term Deposit and the Interest stipulated by the Agreement on the final day of the Term Deposit. However, the Bank is entitled not to pay the Term Deposit and the Interest, if the Depositor has some outstanding liabilities to the Bank resulting from transactions concluded between the Depositor and the Bank.

5.2. In the event the Depositor opts to redeposit the Term Deposit upon expiry of the Term Deposit, the Parties shall conclude a new Agreement.

6. Other Provisions

6.1. The Interest and the Term Deposit amount are paid in the currency of the Term Deposit placed by the Depositor.

6.2. In the event the Term Deposit serves as collateral for performance of liabilities of the Depositor or third parties to the Bank, the Parties shall act in conformity with the Agreements concluded between the Bank and the Depositor for this purpose.

6.3. Any disputes or discrepancies 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). Language of the Court of Arbitration 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 to the provisions of this clause is the Bank's authority to unilaterally amend the Price List, including its provisions with regard to the 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>. If the Price List is amended during the Agreement period, the deposit interest rate valid on the day when the Agreement is signed shall remain unchanged.

6.5. If the wording of figures contained in this Agreement differs from 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.

Depositor _____

Bank _____