

Safe Deposit Box Rent Agreement

TRASTA KOMERCBANKA

TKB

PART I

JSC "TRASTA KOMERCBANKA", reg. No. 40003029667, legal address: 9 Miesnieku Street, Riga, LV-1050, Latvia

Safe deposit box No

Size

Agreement signing date

Agreement period

Agreement expiration date

Customer (name, surname / Company name)

Personal ID number / registration No

Series and number of identification document

Address, postal code, country, telephone, e-mail

Customer's authorized representative (name,

Personal ID number

Series and number of identification document

Address, postal code, country, telephone, e-mail

Signature sample of the person
authorized by Customer

Number of keys

Safe deposit box rent

LVL

VAT(21%)

Total with VAT

LVL

Customer's sample signature

By signing this Agreement, the Customer authorizes the Bank to write off from Customer's accounts with the Bank funds that are necessary to satisfy Bank's claims in regard to payments contemplated by this Agreement. This right shall be applicable both to the accounts that are opened with the Bank as of the moment of signing of this Agreement and to the accounts that will be opened after signing of this Agreement.

Customer

Bank

(Signature)

(Signature)

Stamp

Stamp

PART II

1. Definition of Terms:

- 1.1. Agreement – this agreement on renting of a safe deposit box, with all its appendices, amendments and supplements.
- 1.2. Safe Deposit Box – a safe deposit box rented by the Customer pursuant to the terms and conditions of this Agreement. The specific safe deposit box rented to the Customer is specified in Part I of this Agreement.
- 1.3. Service – renting of the Safe Deposit Box to the Customer pursuant to the terms and conditions of this Agreement.
- 1.4. Safe Deposit Box Rental Period – a period of use of the Safe Deposit Box specified in Part I of this Agreement.
- 1.5. Price List – Consolidated Services Price List of the Bank.
- 1.6. Safe Deposit Box Rent – payment for use of the Safe Deposit Box which is fixed in the Price List.
- 1.7. Safe Deposit Box users – the Customer and the persons specified in Part I of this Agreement who apart from the Customer will have the right to use the Safe Deposit Box on Customer's behalf and assignment. The Customer is entitled to change these persons during the period of this Agreement. Additional users of the Safe Deposit Box are to be specified in the Agreement only if the Customer is a natural person.

2. Subject of Agreement

- 2.1. According to the procedure specified herein, the Bank renders the Service to the Customer, and the Customer undertakes to use it pursuant to the terms and conditions of this Agreement.

3. Commencement of Use of Safe Deposit Box

- 3.1. Upon signing of this Agreement, the Customer shall receive one numbered key to the Safe Deposit Box. The Customer is informed that the second key to the Safe Deposit Box shall be kept at the Bank.
- 3.2. The Customer shall have the right to transfer his/her copy of the Safe Deposit Box key into Bank's custody. When the key is given to the Bank for custody, it shall be placed in a special disposable envelope with an identification number which shall remain with the Bank.
- 3.3. If the Customer wants to make changes to the list of users of the Safe Deposit Box, he/she shall submit a new list to the Bank in person or send it by using the Trast.Net system. The list should contain the name, surname, personal ID number of authorized persons and data of the documents certifying identity of these authorized persons.

4. Use of Safe Deposit Box

- 4.1. The Customer shall use his/her Safe Deposit Box during the business hours of the safe vault. The Bank shall determine business hours of the vault and it shall be entitled to change them at its discretion. The Bank shall post information about any changes in business hours in the customer hall, the safe vault, and on the homepage at www.tkb.lv.
- 4.2. When visiting the safe vault, the Customer shall present to the Bank employee his/her personal identification document and shall specify the Safe Deposit Box number. If according to Clause 3.2 of Part II of this Agreement a key to the Safe Deposit Box is in the Bank's custody, the special disposable envelope with an identification number in which the key is kept shall be opened in Customer's presence and the Safe Deposit Box key shall be given to the Customer against the signature. After the Customer has used his/her Safe Deposit Box, the key shall be returned to the Bank, which shall accept it for custody as specified in Clause 3.2 of Part II herein.
- 4.3. If one of the Safe Deposit Box users specified by Customer arrives to use the safe vault, the Bank shall act the same way as described in Clause 4.2 of Part II herein. The Bank shall have the right not to allow the use of the Safe Deposit Box to a person who is not specified as a user of the Safe Deposit Box.
- 4.4. If the Customer is a legal person, then its representative when visiting the safe vault, in addition to the procedure described in Clause 4.2 of this Agreement, shall present a certification of his/her powers that entitles him/her to act on behalf of the legal person. A power of attorney shall be executed under the signature of an officer of the legal person (if the legal person is registered in Latvia) or it should be duly notarized and legalized (if the legal person is registered outside Latvia). If a power of attorney is issued in a language other than Latvian, Russian or English, a respective duly notarized (legalized) translation shall be attached.
- 4.5. The Customer shall ensure that every time when the Safe Deposit Box is used it shall be locked properly. The Bank shall not assume any responsibility for custody of the contents of the Safe Deposit Box.
- 4.6. On the last day of the Safe Deposit Box Rental Period, the Customer shall vacate the Safe Deposit Box and return the key from the Safe Deposit Box (if it is at Customer's disposal) to the Bank employee.

5. Customer hereby undertakes:

- 5.1. To fulfill obligations set out in this Agreement in good faith and use the Safe Deposit Box in accordance with the procedure set by this Agreement.
- 5.2. To ensure safekeeping of the Safe Deposit Box key and not to make its duplicates.
- 5.3. Not to keep in the Safe Deposit Box dangerous articles or substances (highly inflammable, explosive or volatile matters, poisons, narcotics and radioactive substances) which can damage the Safe Deposit Box or other safe deposit boxes and their contents or can impair the Bank, as well as any weapons or other substances and articles custody of which is prosecuted under law of the Republic of Latvia. The Customer hereby undertakes not to keep in the Safe Deposit Box any items that may cause suspicions about a possible connection with criminal activities, including money laundering.
- 5.4. To inform the Bank immediately of any identified damages to the Safe Deposit Box.
- 5.5. To show to the Bank the contents of the Safe Deposit Box according to the procedure set in Clause 8.1 of Part II of this Agreement.
- 5.6. To submit to the Bank data on Customer's activities within the timeline specified by the Bank.

6. Customer is entitled:

- 6.1. To choose any Safe Deposit Box of a certain size that is available in the safe vault of the Bank and that the Bank Employee offers.
- 6.2. To request to change a Safe Deposit Box for another.

7. The Bank hereby undertakes:

- 7.1. To rent to the Customer a Safe Deposit Box that is in a technically sound condition.
- 7.2. To give to the Customer a key to the Safe Deposit Box after receipt of the payment specified in this Agreement, except for situations when the Customer chooses to keep the key of the Safe Deposit Box in the Bank.
- 7.3. To ensure that the Customer has free access to the Safe Deposit Box during the business hours of the safe vault.
- 7.4. To ensure that during the use of the Safe Deposit Box the Customer is alone in the safe vault.
- 7.5. To guarantee to the Customer complete confidentiality with respect to provisions and contents of this Agreement, except for the situations specifically contemplated by effective normative regulations of the Republic of Latvia.

8. The Bank is entitled:

- 8.1. Because of security considerations, i.e. if there are suspicions that the contents of the Safe Deposit Box does not meet the requirements set in Clause 5.3 of Part II of this Agreement, to ask the Customer to show the things kept in the Safe Deposit Box and provide any information regarding these things that the Bank may deem necessary.
- 8.2. Not to allow the Customer to use the Safe Deposit Box if the Customer has indebtedness in the rent of the Safe Deposit Box or there are other unmet liabilities specified in this Agreement.

9. Extraordinary Opening of Safe Deposit Box

- 9.1. If during the period of this Agreement the Customer loses a key to the Safe Deposit Box, the Customer shall submit a written statement to the Bank about the loss of the key and indicate the number of the Safe Deposit Box. Prior to opening of the Safe Deposit Box the Customer shall present his/her personal identification documents. The Safe Deposit Box shall be opened by the Customer in the presence of a

representative of the Bank after the Customer has paid a set commission to the Bank for this kind of opening of the Safe Deposit Box and for losing the key.

- 3.2. If within thirty (30) days after the expiration of the Safe Deposit Box Rental Period the Customer has not extended the Agreement, or has not vacated the Safe Deposit Box and has not returned the key to the Bank, the Bank shall send notice of such non-fulfillment of Customer's obligations to the Customer at the address specified in the Agreement.
- 9.2.1. If within six (6) months after serving such notice by the Bank the Customer does not appear at the Bank, does not vacate the Safe Deposit Box and does not return the key, the Bank shall have the right to open the Safe Deposit Box without Customer's presence.
- 9.2.2. The Bank shall keep the contents from the Safe Deposit Box for six (6) months. The Customer may receive it upon a condition that he/she has settled all payments that are due under this Agreement. If the Customer does not appear at the Bank within this period to collect the contents of the Safe Deposit Box, the Bank may sell the contents of the Safe Deposit Box at a free price or destroy it. The Bank shall use the money received from selling the contents of the Safe Deposit Box for paying off the Customer's liabilities and covering expenses related to selling the contents of the Safe Deposit Box. The remaining amount shall be credited to the Customer's current account. If the Customer does not have a current account with the Bank, the Bank shall send notice to Customer to the address indicated in this Agreement with information as to how he/she may receive the remaining money from the Bank.

10. Payments

1. 10.1. For the use of the Safe Deposit Box the Customer shall pay the Safe Deposit Box Rent indicated in the Price List.
- 10.2. If the Customer chooses to keep his/her Safe Deposit Box key at the Bank (Clause 3.2 of Part II of this Agreement), the Customer shall pay to the Bank a commission fee for this service which is specified in the Price List.
- 10.3. For any services rendered by the Bank the Customer shall pay commission fees according to the tariffs indicated in the Price List on the day of rendering the service.
- 10.4. In the event that Customer requests to change his/her Safe Deposit Box for another one, the Bank shall include the unused payment in the rent which is defined under a new signed Agreement terms and conditions of renting the Safe Deposit Box, except for the Safe Deposit Box Rent until the end of the current month.
- 10.5. The Bank shall have the right to change the Price List at its discretion. In the event that the Safe Deposit Box Rent is changed or the payment for a service related to the custody of the Safe Deposit Box key is changed (Clause 3.2 of Part II of this Agreement), until the end of the Safe Deposit Box Rental Period Customer shall pay the same amount of rent or payment for the service related to the custody of the Safe Deposit Box key as it was on the day of signing this Agreement. If the Safe Deposit Box Rental Period is extended or a new agreement is concluded for a new period, the tariffs shall be applied that are set in the current Price List on the day of such extension or conclusion of a new rent agreement.
- 10.5.1. The Bank shall notify of any amendments and changes to the Price List by posting relevant information in the customer service premises of the Bank and on the Bank's home page in the Internet.

11. Liability

- 11.1. The parties shall be responsible for a default on their obligations in accordance with the provisions of this Agreement and legislation of the Republic of Latvia.
- 11.2. The Customer hereby assumes responsibility for ensuring that the users of the Safe Deposit Box shall use it pursuant to the terms and conditions of this Agreement. The Customer assumes full responsibility to the Bank in a situation when the users of the Safe Deposit Box do not observe terms and conditions of this Agreement.
- 11.3. For use of the Safe Deposit Box after expiration of the rental period the Customer shall pay to the Bank a commission fee determined in the Price List.
- 11.4. If the Bank provides custody of Customer's property in accordance with Clause 9.2.2 of this Agreement, the Customer shall pay to the Bank a commission fee specified in the Price List of the Bank.
- 11.5. The Customer hereby confirms that he/she will be fully responsible for the contents of the Safe Deposit Box, including safekeeping of items therein, and the Bank shall not assume any responsibility for the said items during the entire period of rendering the Service.
- 11.6. The Bank shall not be responsible for any losses that the Customer may incur because of any natural disaster, hostilities, mass riots or unlawful activities of third parties, as well as effective normative regulations and decrees of the Republic of Latvia, orders or instructions of the bank supervising institution, and results of breakage or malfunctioning of the communication equipment or the power system.
- 11.7. The Bank has the right not to allow the Customer to use the Safe Deposit Box at the end of the rental period or in case of early termination of the Agreement if the Customer has any debts in the rent for the Safe Deposit Box or in regard to services related to renting of the Safe Deposit Box.

12. Effect of Agreement

- 12.1. This Agreement shall take effect on the date of its signing by both parties and after the Customer has paid the Safe Deposit Box Rent for the entire Safe Deposit Box Rental Period and for custody of the Safe Deposit Box key, if such an option is chosen in accordance with Clause 3.2 of Part II of this Agreement.
- 12.2. The Bank shall have the right to withdraw from the Agreement if:
 - 12.2.1. the Customer refuses to open the Safe Deposit Box in the situation contemplated in Clause 8.1 of Part II of this Agreement;
 - 12.2.2. if after opening of the Safe Deposit Box (in the situations contemplated in Clauses 8.1 and 9.1 of Part II of this Agreement) it is ascertained that the Customer has not complied with requirements of Clause 5.3 of Part II of this Agreement;
 - 12.2.3. the Customer does not submit to the Bank data as required by Clause 5.6 of Part II of this Agreement;
 - 12.2.4. the Customer has payment debts or Customer has otherwise breached terms and conditions of this Agreement;
 - 12.2.5. the Bank has suspicions that the Customer uses the Service for unlawful purposes, including possible money laundering.
- 12.3. In the event that the Bank withdraws from the Agreement based on Clauses 12.2.1 or 12.2.2, the last day of the Safe Deposit Box renting shall be the day when the Bank furnishes notice to the Customer. In this case, Customer shall vacate the Safe Deposit Box and the parties shall proceed as prescribed by the Agreement.
- 12.4. In the event that the Bank withdraws from the Agreement based on Clauses 12.2.3 or 12.2.4 or 12.2.5, the last day of the Safe Deposit Box renting shall be the fifteenth day counting from the date when the Bank has sent notice to the Customer to the address specified in this Agreement. In this case, the Customer shall vacate the Safe Deposit Box and the parties shall proceed as prescribed by this Agreement. If the Customer fulfils his/her obligations within fifteen days and the Bank does not have any claims thereof, renting of the Safe Deposit Box will continue pursuant to the terms and conditions agreed upon originally.

13. Additional Provisions

- 13.1. Legal relations between the Customer and the Bank which arise from this Agreement and which are not stipulated herein shall be governed by the General Transaction and Account Servicing Regulations of the Bank and legal provisions of the Republic of Latvia.
Any disputes and disagreements that may arise between the Bank and the Customer in connection with the fulfillment of this Agreement shall be settled through negotiations. If the parties fail to achieve consensus, disputes shall be resolved in a court of the Republic of Latvia per claimant's choice, following the procedure established by the legal provisions of the Republic of Latvia, or in the Court of Arbitration of the Association of Commercial Banks of Latvia, in accordance with its Rules and Regulation on Expenses, by one arbitrator who is appointed by Chairperson of the Court of Arbitration. The language of the proceedings shall be Latvian. If the Customer 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).