



I N D U S T R A

B A N K

GENERAL BUSINESS TERMS AND CONDITIONS

Riga

In the part relating to the mobile app, with effect from 23.10.2023; the rest, with effect from 20.12.2023

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TERMS USED AND EXPLANATIONS THEREOF

Letter of Credit - An Irrevocable documentary Letter of Credit is an undertaking by the Bank, acting on behalf of the buyer (the applicant of the Letter of Credit), to pay the seller (the Beneficiary) for goods or services upon presentation to the Bank of documents executed in accordance with the terms of the Letter of Credit.

Service location - Bank's office, customer service centres.

Authentication - User identity verification procedure using Authentication Tools

Authentication Tool - an authentication tool issued by the Bank for remote User authentication, which is known only to the User (e.g. User code, PIN code, password) or which belongs only to the User (e.g. code calculator, mobile phone to which an SMS code is sent or where INDUSTRA CODE or eParaksts mobile applications are installed), which is used to identify the User or Authorise an Operation performed by the User in Online Banking or Mobile App.

Authorisation - a procedure for verifying the actions performed by an Authenticated Online Banking User in Online Banking or Mobile App.

Authorised order - an order submitted by the Customer to Online Banking or Mobile App, incl. Payment order, signing of an agreement or other document or other actions performed in Online Banking or Mobile App (including submission of a document, its copy to the Bank) offered by the Bank.

Authorized credit limit - the amount that the Bank has allowed the Customer to use in addition to the Card account balance.

Authorized Credit Interest - the interest payable by the Customer on the use of the Authorized Credit, at a rate set by the Bank, assuming 360 days per year.

Bank - JSC "Industra Bank", unified registration No.40003194988, registered office: Muitas iela 1, Riga, LV-1010, SWIFT/BIC: MULTLV2X, website: www.industra.finance, e-mail: info@industra.finance. The Bank is licensed as a credit institution. The Bank's activities are supervised by the Bank of Latvia, whose address is: K.Valdemāra iela 2A, Riga, LV-1050, website: www.bank.lv.

Bank Business Day - a day during the Bank's business hours on which the Bank performs activities necessary for the execution of the Bank's operations. The Bank has the right to determine the opening hours of the Business day. Unless otherwise provided in the Price List, these Terms and the concluded Agreements, a Bank Business Day shall be deemed to be any day other than a Saturday, Sunday or any other holiday recognised as such by the applicable laws and regulations. Information on the Bank's opening hours is available on the website www.industra.finance and at Customer Service Facilities.

Banking Service - a financial service provided by the Bank within the meaning of the term used in the Law on Credit Institutions, a payment service and a service related to a payment account within the meaning of the terms used in the Law on Payment Services and Electronic Money, investment services and investment ancillary services within the meaning of the terms used in the Financial Instrument Market Law, as well as any other service or activity that the Bank offers, performs, provides and/or has provided to the Customer.

Price List - the price list of the Bank's products and services in force at the time of provision of the Service.

Escrow Account - a demand deposit account opened by the Bank to ensure the performance and disbursement of the contractual obligations between the Customer and the Third Party in accordance with the Escrow Account Agreement between the Bank, the Customer and the Third Party.

Transaction - the establishment, modification or termination of any legal business relationship in connection with the services provided by the Bank.

Debiting - reducing the Account balance.

Distance Contract - an agreement for the provision of a Service entered into while the Parties are in a remote environment using remote means of communication, including Authentication Tools.

EEA - European Economic Area - a free trade area comprising the countries of the European Union, Iceland, Liechtenstein and Norway.

EU - European Union.

Issuer - a person who issues Financial Instruments in its own name.

Financial instruments - arrangements that simultaneously create financial assets for one person and financial liabilities or equity securities for another, any asset or set of assets that can be transacted.

Financial Instruments Account - the Customer's account with the Bank, opened for the purpose of recording, storing and executing operations with Financial Instruments owned by the Customer.

FORWARD - foreign exchange transactions to buy/sell currencies at a specified future date at the exchange rate fixed at the time of the transaction.

IBAN - *International Bank Account Number*, international account number of the Bank, a unique identifier assigned by the Bank to the Customer in order to identify the Payment Service User involved in the Payment Services. Detailed information on IBAN can be found on the Bank of Latvia's website www.bank.lv.

Identification - the process by which the Bank ascertains the identity of the Customer or the Customer's representative.

Means of Identification - any means or information in the Bank's possession by means of which the Bank can verify the identity of the Customer or the Customer's representative.

Internal Credit Transfer - a credit transfer involving a Payer and a Beneficiary who are both Customers of the Bank.

Online Banking - the Bank's remote Customer service system which, in accordance with the agreement on the use of this system, enables the Customer to submit Notices to the Bank, receive Notices from the Bank and use other services of the Bank using the Internet and appropriate Authentication Tools.

Investment Account - the Customer's account with the Bank, where the Customer's funds are accounted and used for all settlements related to investment services and ancillary services, including the payment of commissions.

ISIN code - International Securities Identification Number code is a unique international identification code for a Financial Instrument.

Spending Limit - the amount comprising the Card Account Balance and the Authorized Credit Limit.

Enforcement Event - a circumstance or event under these Terms or any other document binding on the Parties upon the occurrence of which the Bank is entitled, without the intervention of any court or other authority or person, to forfeit (including for its own benefit) the relevant Collateral to the extent required or to make an exclusive set-off.

Legal entity - a legal person, association of persons or other legal arrangement, including a trust, etc.

Card - a Payment Card issued by the Bank.

Card Account - a current account opened in the name of the Customer for the purpose of reflecting Card Transactions made by the Card User and/or the Customer.

Card User - a natural person authorised by the Customer to use the Card Account and in whose name the Card is issued.

Customer Questionnaire - the Bank's form in which the Customer indicates the information necessary for cooperation with the Bank.

Customer's representative - the Customer's legal representative (guardian or custodian for a natural person; representative by law or articles of association for a legal person) or representative by power of attorney.

Customer Representative Card - the Bank's form, which indicates the information about the Customer Representative necessary for cooperation with the Bank.

Customer - a natural or legal person or legal entity that has expressed a wish to start cooperation with the Bank or that uses/has used the Bank's services.

Confidential Information - information about the Customer, its Accounts and Transactions.

Account statement - a paper or electronic document reflecting all movements of funds in the Account during a specified period of time and indicating the Account balance at the beginning and end of that period.

Account switching - a service provided by the Bank to its Customers-Consumers in accordance with the requirements set out in the Payment Services and Electronic Money Law and its subordinate regulatory enactments.

Account - the Customer's current account opened with the Bank.

Counterparty - a Financial Instruments Market Participant with whom the Bank cooperates for custody of and/or operations with Financial Instruments.

Credit transfer - a payment service that results in the replenishment of the Beneficiary's payment account (from the payer's payment account) based on a payment order provided

by the payer to the payer's payment service provider, which is the holder of the payer's payment account.

Crediting - increasing the balance of the Account.

LEI (Legal Entity Identifier) code - 20-character code - a unique identifier of a legal entity in financial markets.

User - the Customer, the Customer's representative and another person authorised by them with the right to use the Card and the Card Account, to use the Online Banking or Mobile App in the mode specified by the Customer. A User may also be a minor of at least 6 years of age designated by the Customer, provided that he/she is issued with an add-on Card linked to the Customer's Account, the Customer being solely responsible for any actions of such User.

Agreement - an agreement concluded between the Customer and the Bank for the provision and receipt of a particular Service.

Investment Services Agreement - Agreement between the Bank and the Customer for the provision of investments and investment advisory services by the Bank.

LV - Republic of Latvia.

Payment Instrument - a personalised device or set of procedures used by the Customer to initiate a Bank Service.

Payment Order - the Customer's instruction to the Bank to execute a Payment.

Payment daily limit - the daily limit for the total amount of the User's Authorised Instructions in Online Banking and the Mobile App combined.

Payer Bank - the credit institution to which the Payer submits the Payment Order.

Payer - a natural person or legal entity who initiates a Credit Transfer by submitting a Payment Order to the Bank.

Mobile App¹ - a limited part of the Online Banking service available on the AS Industra Bank app in accordance with the Bank's terms and conditions.

Unauthorised Payment - a payment that the Customer has not confirmed with his/her own signature or using an Authentication Tool.

Collateral Amount - the amount that is blocked or otherwise pledged or forfeited in the Customer's Account.

Collateral Provider - a person or association of persons whose name and particulars are mentioned in the relevant Customer's application, request submitted to the Bank or in the agreement concluded between the Parties.

Collateral - financial means of the Collateral Provider accepted by the Bank for the performance of the Customer's obligations - deposit, frozen money on account or other collateral.

¹ The mobile app service is available to the customer upon product launch and announcement on the Bank's website www.industra.finance.

Terms - these General Terms of Business.

Events with Financial Instruments - any event affecting the characteristics of a Financial Instrument, as well as the actions of the Issuer in fulfilling its obligations to the holder of the Financial Instruments (payment of dividends, payment of interest, change of nominal value, shareholders' meeting, merger and demerger of Financial Instrument issues, redemption of bonds, payment of coupons, redistribution of premiums, issue of various rights, special commission for custody in global depositories, etc.).

Operation - execution of a payment, transfer, transaction with funds in the Accounts, conclusion of an agreement, acceptance of an application or request with the Bank or any other action offered by the Bank to the Customer.

Operation with Financial Instruments - any transaction - purchase, sale, pledge, deregistration, transfer or any other action - carried out by the Customer within the scope of the Investment Services Agreement and the subject matter of which is the Customer's Financial Instruments.

Temporary Account - an account opened for the payment of the share capital of the company to be established until the registration of a particular company with the Register of Enterprises of the Republic of Latvia.

Service - any financial service or service related to a financial service offered or provided by the Bank to the Customer.

Durable medium - any instrument that enables the Customer to store information personally addressed to him in such a way as to ensure its availability, use and reproduction in an unaltered form for the period necessary for the provision of that information (e.g. paper format, PDF format, Online Banking, Mobile App etc.).

Basic Account - an account with basic functions in accordance with the Payment Services and Electronic Money Law.

Consumer - a Customer, a natural person who wishes to receive, receives or has received the Bank's services for a purpose unrelated to the Customer's business or professional activity.

Beneficial owner (BO) - the Customer, a natural person or another natural person designated by the Customer or identified by the Bank in accordance with the Law on Prevention of Money Laundering and Terrorism and Proliferation Financing.

Notice - an application, order, request, complaint, demand or any other communication made by the Bank or the Customer to the other in connection with the Service.

Identity document - a passport or identity card issued by the LV or a document issued by another country, which is recognised as valid for entry into the LV and includes the person's name, surname, date of birth, photograph, identity document number and date of issue, country and the institution that issued the document.

Authorised Employee - Authorised Employee - an employee of the Bank who has been authorised by the Bank to take certain actions on behalf of the Bank.

PIN - for the purposes of the Payment Card Regulations, a personal identification number assigned to the Card User and issued with the Card, which the Card User uses as a signature to confirm individual Transactions with the Card.

Sale and purchase contract - a contract under which ownership of a good passes from the seller to the buyer for a fixed price, expressed in money, to be paid by the buyer. An international sale and purchase contract is a contract whose formation, performance and liability for breach are governed by the 1980 UN Vienna Convention on the International Sales Contract.

Parties - the Bank and the Customer, both together.

Regular Payment Order - the Customer's Payment Order to the Bank to make Credit Transfers at regular intervals or on predetermined dates.

Document supporting the economic activity - a document submitted/presented by the Customer describing the main direction(s) of the Customer's economic activity (e.g. agreement, bill of lading - invoice, financial statement, if required by the laws and regulations of the country of residence, or other document specified in the Bank's service (operation) terms.

Sanctions - restrictions imposed on the subject of a sanction in accordance with the requirements of international (United Nations or European Union, United States of America) and national sanctions of the Republic of Latvia.

Sanctions requirements - requirements for the management of Sanctions risk set out in international practice, laws and regulations and the Bank's procedures.

Beneficiary Bank - the credit institution specified in the Payment Order which, upon completion of the Credit Transfer, credits the amount received to the Beneficiary's account or otherwise pays the Beneficiary.

Beneficiary - a natural or legal person or legal entity specified in the Payment Order who receives the Credit Transfer Amount as a result of the completion of the Credit Transfer.

Netting - the netting of amounts between foreign exchange transactions with the same execution date.

Intermediary Bank - a credit institution involved in the execution of external outgoing or incoming Credit Transfers other than the Paying Bank or the Beneficiary Bank.

SPOT - Foreign Exchange Transaction with an Execution Date on the second Business Day of the Bank from the date of the Transaction at the exchange rate fixed at the time of the Transaction.

Phone Password - a combination of numbers or letters (name) used by the Bank to identify the Customer by phone.

TODAY - a foreign exchange transaction with an Execution Date on the Bank's Business Day on which the Transaction is entered into.

TOMORROW - a foreign exchange transaction with an execution date on the next Bank Business Day following the date of the Transaction at the exchange rate fixed at the time of the Transaction.

Third Party - a natural or legal person other than the Customer, the Customer's representative or the Bank.

UCP 600 - "Uniform Customs and Practice for Documentary Credits", 2007 version, International Chamber of Commerce Publication 600.

Unique identifier - a combination of letters, numbers or symbols assigned by the payment service provider to the payment service user and provided by the payment service user to clearly identify the other Payment Service User involved in the Payment or their account (e.g. IBAN).

Execution Date - the Bank Business Day on which the Bank executes the Transaction and settles the Account.

Currency - a unit of money that acts as a circulating medium in a country.

Currency Exchange Transaction - a transaction concluded between the Bank and the Customer for the purchase and/or sale of a cash or non-cash Currency for another Currency.

Seal and Signature Sample Card - a Bank's form containing the signature of the Customer or the Customer's representative and a sample seal impression, which serves to verify the conformity of the seal and the authenticity of the signature.

3D Secure - authentication system for secure online purchases with a payment card.

I GENERAL PART

1. APPLICATION, VALIDITY AND AMENDMENT OF THE TERMS

- 1.1. The Terms are a general document regulating the legal Transaction relations between the Bank and the Customer in relation to the receipt of Services and performance of Operations, to the extent that the agreement concluded between the Parties or the individual terms and conditions of the Bank's service (operations) do not provide otherwise.
- 1.2. The Terms are an integral part of any Transaction (Agreement) concluded between the Parties, are binding upon the Parties and shall apply in cases where certain matters are not regulated in the Agreement concluded between the Parties or in the Bank's Terms of Service (Operations), or are regulated in an unclear or undefined manner, which gives rise to a dispute between the Parties.
- 1.3. The Customer is obliged to read the Terms and the Price List. By applying for a Bank's service and/or establishing a business relationship with the Bank, the Customer confirms that he/she has read the Terms and the Price List, they are clear and understandable to him/her, agrees to them, acknowledges that he/she is bound by them and undertakes to comply with them. The Customer confirms that he/she has read the Bank's Personal Data Processing and Protection Policy if the Customer is a natural person or if the service and/or business relationship involves the processing of data of natural persons.
- 1.4. Customers who are natural persons, registered as economic operators or sole traders are subject to the requirements of these Terms and the Price List for Legal Persons or Legal Entities.
- 1.5. The Terms and the Price List are available at the Bank's Service Facilities during business hours upon Customer's request and on the website www.industra.finance. The Bank shall not be liable for any loss or other additional expenses incurred by the Customer as a result of the Customer's failure to read the Terms, the Price List or any amendments thereto.
- 1.6. The Bank shall have the right to unilaterally amend the Terms and/or the Price List at any time. Prior to the entry into force of the relevant amendments, the Bank shall notify the Customer thereof on the Bank's website www.industra.finance and at the Service Points. The Bank has the right, but not the obligation, to announce such amendments also via Online Banking and the Mobile App.
- 1.7. The Bank shall notify the Customer of amendments to the Terms or the Price List at least two (2) months in advance, unless the Bank has set a different effective date for the amendments.
- 1.8. The Bank shall have the right to reduce the time limit for notification of amendments to the Terms or the Price List if the amendments are made for the benefit of the Customer in accordance with the provisions of the *Payment Services and Electronic Money Law*. The Bank shall not be obliged to provide a period of notice of amendments to the Terms and Conditions or the Price List if the Bank introduces a new Banking Service or sets fees for new Banking Services or specifies Price List items without changing the price of the relevant Banking Service.

- 1.9. If the amendments to the Terms and/or Price List apply to Customers who are not considered to be Consumers, the Bank shall be entitled to notify the Customer of the amendments to the Terms or Price List at least 10 (ten) Bank Business Days prior to their entry into force.
- 1.10. If the Customer does not agree with the amendments to the Terms and/or the Price List, the Customer has the right to submit a written notice to the Bank before the date of entry into force of the relevant amendments terminating the legal relationship with the Bank by fulfilling the obligations arising from the Agreements.
- 1.11. If the Bank has not received from the Customer a written notice of termination of the legal relationship in performance of its obligations under the Agreements by the date of entry into force of the relevant amendments, the Customer shall be deemed to have accepted the relevant amendments and to be bound by and to comply with them.
- 1.12. The individually applicable tariffs set out in Clause 9.3 of these Terms shall come into effect on the day following the day on which the Customer is notified by sending a notice by the Customer's chosen means of communication with the Bank.
- 1.13. If an amendment to the Price List becomes effective at the time a Transaction is initiated but not fully executed, the Customer shall be bound by the Service Fee in effect at the time the Transaction is initiated.

2. BASIC PRINCIPLES FOR CONCLUDING TRANSACTIONS

- 2.1. The Bank shall assess on a case-by-case basis whether to enter into cooperation with a potential Customer, whether to offer the Bank's services (operations) or to enter into relevant agreements. The Bank reserves the right, in the cases stipulated by the regulatory enactments, not to offer Bank services (operations) to a person, not to conclude Agreements (including opening an Account), as well as to refuse execution of any order, insofar as it is not restricted by the requirements of the regulatory enactments with respect to Consumers.
- 2.2. The Agreement with the Customer for the specified Transaction shall be concluded in accordance with the laws and regulations of the Republic of Latvia applicable to the Parties for regulation of contractual relations arising from the Agreement. In all matters not regulated by this Agreement, the Parties shall be guided by the relevant laws and regulations in force in the Republic of Latvia. The Agreement for a particular Transaction shall be deemed to be concluded from the moment when the Bank has accepted the Customer's completed and signed application or service request in the prescribed form and notified the Customer that the Transaction has been confirmed and/or the Transaction has been executed.
- 2.3. A separate written agreement may be concluded with the Customer for a specific Bank service. In order to receive a specific service of the Bank, the Customer is obliged to conclude a written agreement with the Bank for a specific Transaction, if this is stipulated in the terms and conditions of the specific service.
- 2.4. If a Distance Contract is concluded between the Parties, the Consumer shall have the right to unilaterally withdraw from such Distance Contract within 14 (fourteen) days from the date of conclusion of the Distance Contract or from the date of receipt by such Customer of the terms and conditions of the Distance Contract and the information required to be provided pursuant to the laws and regulations, including the Bank, the Service, the Distance Contract, dispute resolution options, if such moment is later than the moment of conclusion of the Distance Contract, by submitting a withdrawal notice at the Service Point or via Online Banking, by sending such notice to the Bank by post to the registered office of the Bank or electronically by signing with a secure electronic signature. If such Customer exercises the right of withdrawal and unilaterally withdraws from the Distance Contract, the performance of which has already

been commenced by the Bank at the Customer's request, the Customer shall be obliged to pay the Bank for the Service already provided by the Bank to the Customer under the relevant Distance Contract. By entering into a Distance Contract, the Customer agrees that the Bank shall commence performance of the Distance Contract, including the provision of a Service under the Distance Contract that provides for immediate or deferred payment, before the expiry of the right of withdrawal referred to in this clause. If the Customer has not exercised the right of withdrawal within the period specified herein, the Customer may still withdraw from the Distance Contract in the cases specified in the laws, regulations and/or the Distance Contract.

- 2.5. The terms and conditions of the Distance Contract and the information to be provided to the Consumer before the conclusion of the Distance Contract shall be made available to the Consumer in Latvian, Russian and English before signing the Distance Contract.

3. CUSTOMER IDENTIFICATION AND DUE DILIGENCE. IDENTIFICATION OF THE BENEFICIAL OWNER. VERIFICATION OF SIGNATURES

- 3.1. The Bank shall carry out the identification of the Customer, the due diligence of the Customer and the due diligence of persons related to the Customer (members, shareholders, representatives, partners and other related persons), as well as the identification of the Beneficial Owners in accordance with the requirements established by law and the procedures established by the Bank. The Bank shall only provide financial services to Customers who have been identified, underwent due diligence and whose Beneficial Owners have been ascertained.
- 3.2. The Bank shall have the right to request and the Customer shall be obliged to provide the Bank with true information and documents necessary for identification of the Customer, identification of its Beneficial Owners, investigation of the organisational structure, in-depth investigation of the Customer and Beneficial Owners, including the transactions carried out and planned, economic, personal, financial situation, sources of money and other funds and their origin, as well as other information so that the Bank could ensure compliance with the requirements of the legislation.
- 3.3. The Bank identifies a Customer - a natural person - and the Customer's representative by the Personal Identification Document. The Customer and the Customer's representative shall be obliged to present a valid original Personal Identification Documents for their identification and the Bank shall be entitled to obtain a copy or scanned image thereof. The Bank shall be entitled to require the personal presence and handwritten attestation of the Customer, the Customer's representative and the Customer's declared Beneficial Owner at the Bank's premises in the presence of the Bank's representative in order to verify that these persons have a true knowledge of the Customer's business and are genuine representatives and Beneficial Owners of the Customer. If the Bank is unable to ascertain this, the Bank shall have the right not to enter into, to terminate the business relationship with such Customer or to suspend the provision of financial services.
- 3.4. A legal entity shall present to the Bank for its identification and examination the original documents evidencing its registration, legal basis of its activities, current legal status, composition of persons entitled to representation and scope of their representation, as well as the scope of authorisation of the authorised representative, copies of the

Personal Identification Documents of representatives and Beneficial Owners, justification of the Beneficial Owner's status, information on the activity of the legal entity, and other documents, if requested by the Bank, necessary for the identification of the Customer (including prior to the commencement of cooperation), due diligence and verification of its transactions in order to comply with the requirements of laws and regulations, in particular in the area of prevention of money laundering and financing of terrorism and proliferation and compliance with Sanctions requirements. The Bank shall be entitled to identify a legal entity without requiring the Customer to submit documents if the Bank considers that the information obtained from a publicly reliable register is sufficient.

- 3.5. A Customer-legal entity, which is not a legal person, but may be a subject of law under the laws and regulations of the Republic of Latvia or another country, shall submit to the Bank documents confirming its legal capacity and the legal capacity of its representatives in accordance with the requirements of the laws and regulations and shall comply with the requirements of the Terms applicable to legal persons.
- 3.6. The Customer is entitled to authorise a natural person to receive the Bank's services. The Bank has the right to accept a power of attorney issued by the Customer and notarised or certified by the Orphan's and Custody Court. The Customer - natural person and legal person (resident of the Republic of Latvia) is entitled to authorise a person in the presence of an Authorised Officer of the Bank by executing a power of attorney in accordance with the requirements of the Bank. The Bank shall have the right not to accept a power of attorney issued by the Customer if it is not a general power of attorney or if the scope of the power of attorney contained therein does not entitle the authorised person to represent the Customer before the Bank with the same rights and to the same extent as the Customer himself. The Bank reserves the right to refuse to accept an authorisation if the authorisation is not executed in accordance with the Bank's requirements, is not sufficiently clear and unambiguous, or for other, in the Bank's opinion, important reasons.
- 3.7. The Authorised Person shall be entitled to act on behalf of the Customer within the scope of the authorisation set out in the Power of Attorney and the Customer Representative Card or the Seal and Signature Sample Card if such document is on the Customer's file as an up-to-date document.
- 3.8. The Parties agree to treat the authorization to the Authorized Person as valid, applicable and relevant to the Transactions between the Customer and the Bank until the expiry of the term specified in the authorization or the Bank's receipt of a written revocation by the Customer or the Authorized Person. Any and all amendments to the Customer Representative Card or the Contract shall become effective from the date on which the Customer Representative Card is completed and approved by the Bank or the amendments to the Contract are signed.
- 3.9. The Customer confirms that he/she conducts transactions through the Bank services for his/her own benefit and interest, that the funds used for the Bank's services are lawful and not criminally derived and that he/she does not breach the requirements of the Sanctions. The Customer undertakes not to use the services provided by the Bank for any unlawful purpose, not to engage in any activity/operation aimed at money laundering or financing of terrorism and proliferation through criminal or illicit means, violation or circumvention of sanctions and undertakes to use the services of the Bank in his/her own interest and not on behalf of another person for the purpose of concealing his/her identity.
- 3.10. If the Customer refuses to provide the necessary information requested by the Bank, or has provided incomplete or false information, or the cooperation with the Customer would violate the requirements of regulatory enactments, for example, in the field of prevention of money

laundering and financing of terrorism and proliferation or compliance with sanctions requirements, or the cooperation with the Customer may create a reputational risk for the Bank, the Bank has the right not to initiate or terminate business relations with the Customer or to suspend the provision of financial services to such Customer.

- 3.11. Before commencing cooperation, the Bank shall take the necessary steps to ascertain whether the information obtained about the potential Customer and its Beneficial Owners, the Customer's legal status, reputation and economic situation are consistent with the Bank's perception of a target Customer. The Bank shall be entitled to verify information about the Customer, its Beneficial Owners, representatives and the veracity and validity of documents and data submitted by the Customer, including personal data, using information contained in public databases and registers (including foreign ones).
- 3.12. The Bank shall be entitled to require the Customer that documents issued in other countries are legally valid and duly legalised or certified with an "Apostille" certificate, unless the laws and regulations or an agreement between the Republic of Latvia and the respective country provide for a different procedure for authentication of documents. If the Customer submits documents to the Bank in a foreign language, the Bank has the right to request and the Customer is obliged to submit a notarised translation of these documents in Latvian, Russian or English.
- 3.13. The Customer is obliged to submit to the Bank a new completed and signed Customer Questionnaire and/or Customer Representative Card and/or Beneficiary Owner Card, as well as other documents requested by the Bank, upon the Bank's request within a specified time limit.
- 3.14. If a Customer who does not have an Account with the Bank comes to the Bank and executes a Transaction, the Bank shall have the right to identify the Customer in order to comply with the requirements of laws and regulations, including those relating to the prevention of money laundering and the financing of terrorism and proliferation or the enforcement of sanctions.
- 3.15. User identification in Online Banking and the Mobile App is carried out using the Authentication Tools and by connecting to Online Banking or the Mobile App.
- 3.16. For telephone contact with the Bank, the Customer shall be identified by requesting his/her name, Phone Password and other information known to the Bank and the Customer may be requested to enable the Bank to make additional checks to verify the Customer's identity.
- 3.17. Customer identification is also performed in cash transactions at the Bank's Service Facility - when issuing cash or depositing cash into the Account. The Bank identifies a natural person who receives cash or who replenishes the Account by checking his/her Personal Identification Document and comparing it with the one indicated in the cash withdrawal order, while verifying the consistency of the personal signature.

4. AMENDMENTS TO THE CUSTOMER IDENTIFICATION AND DUE DILIGENCE DOCUMENTS

- 4.1. The Customer is obliged to immediately notify the Bank in writing of any changes in the Customer's data and information (including the Personal Identification Document, Registration Document, Articles of Association, Customer Questionnaire, Beneficial Owner Card, transaction documents, power of attorney, authorized signatories, etc.) that the Customer or the Customer's representative has submitted to the Bank and to comply with the Bank's requirements to update the Customer's due diligence and/or

identification data, including the presentation of a valid Personal Identification Document.

- 4.2. If a legal entity, including a legal person, has undergone a change in its representation rights, the Customer must provide the Bank with the documents on the basis of which the change has occurred as soon as possible.
- 4.3. If the power of attorney of the Customer's authorised representative expires or the validity period of the Personal Identification Document expires and no documents evidencing the extension of such person's power of attorney or the appointment of another person with the right of representation or a valid Personal Identification Document are submitted to the Bank, the Bank shall not accept for execution any orders of such Customer's representative until such documents are submitted to the Bank.
- 4.4. The documents submitted by the Customer shall be deemed valid until the Bank has received a written revocation thereof. Any amendments to the identification and authorisation documents submitted to the Bank shall become effective upon receipt by the Bank.
- 4.5. If the Customer fails to comply with the requirements set out in Clause 4, the Bank shall have the right not to enter into, to terminate the business relationship with such Customer or to suspend the provision of financial services to such Customer.

5. CONFIRMATIONS

- 5.1. Each time the Customer signs a Transaction Document, Operation Document application or request, the Customer confirms that:
 - 5.1.1. has full legal capacity to enter into, perform, amend and terminate the Transaction, perform the Operation;
 - 5.1.2. he has all the rights, permits, licenses and authorisations necessary to enter into, carry out, amend and terminate the Transaction, as well as all the rights to perform the Operation;
 - 5.1.3. The Transaction and Operation and all consequences arising therefrom shall be binding upon the Customer and shall not result in a breach of the laws in force in the Republic of Latvia and the law in force at the place of the Transaction;
 - 5.1.4. Transactions are executed for the Customer's own benefit, unless the Customer has informed the Bank in writing that the transaction is executed for the benefit of or on behalf of a third party;
 - 5.1.5. All information provided by the Customer to the Bank, including information about the Beneficial Owner, its personal or business activities, financial situation, location and other information, is complete, true and not misleading. All documents and notices submitted (deposited) by the Customer to the Bank shall be true and valid;
 - 5.1.6. The Customer has not directly or indirectly influenced an employee of the Bank, nor has it directly or indirectly offered, promised or given any thing, right or advantage to an employee of the Bank to act or refrain from acting in breach of its duties;
 - 5.1.7. The Customer does not engage in money laundering and financing of terrorism and proliferation, and the Customer's property or financial resources in the Bank have not been obtained through criminal means - they have legal origin;
 - 5.1.8. The Customer shall comply with the sanctions requirements and shall not enter into Transactions that violate the sanctions requirements or constitute circumvention of the sanctions requirements;

- 5.1.9. The Customer has read, is fully aware of and undertakes to comply with the obligations contained in these Terms, the Price List and other regulatory documents of the Bank which regulate the relationship between the Bank and the Customer and of which the Bank has informed the Customer or which the Customer should have become acquainted with;
- 5.1.10. The Customer shall, without objection, submit/deposit within the time limit set by the Bank the information (documents) requested by the Bank to identify the Customer, as well as information (documents) confirming the origin of funds, Beneficial Owners, transactions carried out, economic, personal activity, financial situation, changes in the information (documents) provided, as well as other information (documents) that the Bank deems necessary to request.
- 5.2. In the event that the Bank determines that the Customer's representations in Clauses 5.1.1-5.1.10 of the Terms are not true, the Bank shall have the right to terminate the Transaction and require the Customer to perform its obligations early. In this case, the Customer shall indemnify the Bank for all expenses and losses incurred by the Bank as a result of the false information provided by the Customer and the early termination of the Transaction.
- 5.3. The Customer is responsible for the truthfulness, completeness, accuracy and timeliness of all information provided to the Bank. In the event of failure to comply with the obligations set out in Clauses 5.1.1 - 5.1.10 of these Terms, the Customer shall indemnify the Bank against all losses arising therefrom.

6. COMPLIANCE

- 6.1. The Bank shall provide services, execute Transactions and carry out the Customer's orders with the care of a good and diligent manager and shall protect the Customer's interests to the extent that the Bank is able to do so.
- 6.2. The Customer shall be fully liable for any loss caused by the Customer or the Customer's authorised representative misleading the Bank and by the negligence of the Customer or the Customer's authorised representative. The Customer shall be liable for any losses incurred by the Customer as a result of the actions of Third Parties.
- 6.3. The Bank shall be liable for the acts of its employees to the extent that, on the Bank's business day, they acted in the performance of their duties.
- 6.4. The Bank shall only be liable for direct losses to the Customer if such losses are directly causally related to the Bank's bad faith or gross negligence for breach of its obligations under these Terms and other documents. In the event that the Bank's actions were not malicious and the Customer has suffered losses as a result of the Bank's actions, including the Bank's compliance with the requirements of the Law on Prevention of Money Laundering and Terrorism and Proliferation Financing and sanctions, the Bank shall not be obliged to compensate the Customer for the losses suffered if the Customer could have prevented the losses by exercising due diligence. The Bank shall not be liable for any damages caused to the Customer as a result of unlawful conduct of third parties.
- 6.5. The Parties shall be exempt from liability for any partial or total failure to perform their obligations under the Transaction if such failure is caused by floods, earthquakes, wars, acts of terrorism, strikes, riots, the adoption of new mandatory laws and regulations limiting the Parties' ability to perform the Transaction, or other circumstances of force majeure and if such circumstances directly affected the performance of the Transaction and could not have been foreseen by the Parties at the time of entering into the Transaction.

- 6.6. The Customer shall be liable for any loss caused by the Customer's deception of the Bank or the Customer's negligence or the acts of third parties if the Bank has identified the Customer's signature, stamp impression or other means of identification on the Bank's transaction documents as required and the discrepancy was not obvious.
- 6.7. Liability for Unauthorised Payments
- 6.7.1. The Customer or the User of the Payment Instrument is obliged to inform the Bank in writing immediately upon becoming aware of an Unauthorised Payment.
- 6.7.2. The Bank shall reimburse the amount of an Unauthorised Payment if the Customer, who is deemed to be a consumer, has notified the Bank of the Unauthorised Payment within 3 (three) Business Days of becoming aware of it, but no later than 13 (thirteen) months after the funds have been debited from the Account.
- 6.7.3. The Bank shall reimburse the amount of an Unauthorised Payment if the Customer, who is not considered a consumer, has notified the Bank of the Unauthorised Payment within 3 (three) Business Days of becoming aware of it, but no later than 60 (sixty) days after the funds have been debited from the Account.
- 6.7.4. Upon receipt of the Customer's written notification of an Unauthorised Payment, the Bank shall immediately, but no later than by the end of the next Business Day, compensate the Customer for the loss incurred by refunding the amount of the Unauthorised Payment or restoring the Customer's Account from which the amount was debited to the position it would have been in if the Unauthorised Payment had not been made.
- 6.7.5. The Bank shall have the right to waive the time limit specified in the preceding paragraph if it has reasonable grounds to suspect that the Customer has acted unlawfully and the Bank has notified law enforcement or supervisory authorities of such suspicion.
- 6.7.6. If, as a result of further verification, the Bank establishes that the reimbursed Unauthorised Transaction was made as a result of the Customer's unlawful/fraudulent activity, the Customer's gross negligence or the Beneficiary or beneficiary bank has reimbursed the Customer, the Bank shall be entitled to unilaterally, without prior notice, debit the amount reimbursed from any account of the Customer with the Bank. In the event that there are no funds in the Customer's accounts, the Customer is obliged to provide funds in the amount of the amount reimbursed by the Bank to an account specified by the Bank upon the Bank's first request.
- 6.7.7. The Bank shall not reimburse the Customer for losses up to EUR 50 (fifty) incurred in connection with an Unauthorised Payment due to loss, theft or other misappropriation of the Payment Instrument. This provision does not apply if:
- 6.7.7.1. it was not possible for the Customer or the Payment Instrument User to detect such loss, theft or misappropriation before payment (unless the Customer, the Payer or the Payment Instrument User has itself acted unlawfully); or
- 6.7.7.2. the loss is the result of an act or omission of an employee, agent, branch or outsourced service provider of the Bank; or

- 6.7.7.3. losses incurred in connection with unauthorised payments due to theft or other misappropriation of a payment card by a Customer who is deemed to be a consumer.
- 6.7.8. The Bank shall not indemnify the Customer for losses incurred in connection with an Unauthorised Payment if the Customer or the Payment Instrument User has acted unlawfully with malice or gross negligence, including failure to comply with the time limits for notifying the Bank of an Unauthorised Payment specified in the Terms and Conditions.

7. CONFIDENTIALITY AND PROCESSING OF PERSONAL DATA

- 7.1. The Bank guarantees the secrecy of Confidential Information and the protection of the Customer's personal data in accordance with the requirements of regulatory enactments.
- 7.2. The Bank processes the Customer's personal data in accordance with the Personal Data Processing and Protection Policy, which is available on the Bank's website www.industra.finance (section - Bank's Policies).
- 7.3. The Bank shall be entitled to disclose information about the Customer or its Transactions to third parties only in compliance with its obligations under the law, in the cases specified in the Regulations, to ensure its operations and the Bank's services, to protect its legitimate interests, as well as in accordance with the consent given by the Customer.
- 7.4. The Bank shall be entitled to transfer confidential information to the following third parties to the extent necessary for the fulfilment of its tasks or purposes:
 - 7.4.1. a person involved in the performance of the Agreement (e.g., a payment intermediary, correspondent bank, e-invoice provider, international card organization, ATM operator, insurer, notary, surety and guarantee provider, pledgor, point of sale and payment system operator, translation, printing, communication and postal services provider, etc.);
 - 7.4.2. the payment service provider involved in the execution of the transaction (payment, securities transaction, etc.) (e.g., SWIFT - Society for Worldwide Interbank Financial Telecommunication, www.swift.com), given that:
 - 7.4.2.1. the payment service provider involved in the execution of transactions may also be located in a country that has not acceded to the EEA Agreement;
 - 7.4.2.2. a payment service provider involved in the execution of a transaction may be obliged to disclose information relating to that transaction to an authorized public authority of that State in cases provided for by the law of that State, for tax administration purposes or for purposes related to the prevention of financing of terrorism or proliferation and money laundering;
 - 7.4.3. public registers (e.g., Commercial Register, Population Register, Credit Register, etc.) and private registers (e.g., Credit Information Bureau) when it is necessary to verify the veracity of documents/information submitted to the Bank, as well as when registering Collateral or verifying and providing information on the performance of obligations;

- 7.4.4. persons providing services to the Bank (e.g., IT service provider, Customer survey provider, legal advisor, etc.);
- 7.4.5. local or foreign credit institutions in response to their requests aimed at preventing the financing of terrorism or proliferation and money laundering.
- 7.5. In cases where the Customer refuses to provide certain information or requests the suspension or limitation of the processing of the Customer's personal data, and such processing, information and Customer data are essential for the provision of the Bank's service, the Bank shall be entitled to refuse the commencement or continuation of cooperation with the Customer.
- 7.6. In cases of termination of transactions, the Bank shall continue to process confidential information and personal data (e.g., store information) if it is necessary to comply with the Bank's statutory requirements or to protect the Bank's legitimate interests.
- 7.7. The Bank shall record and store telephone and other audiovisual communications between the Bank and the Customer. The Bank shall be entitled to unilaterally choose technical means for recording telephone conversations and other audiovisual communications in order to ensure quality control of the Bank's services, to assess the adequacy of the information provided, to ensure the objectivity of complaint handling, as well as to protect the interests of the Customer and the Bank. Such information may be used in the future to substantiate and prove the Customer's remotely given orders and actions, and the Bank shall be entitled to use it as evidence in the resolution of disputes between them.
- 7.8. The Bank shall carry out video surveillance at the Service Facilities to ensure the safety of the Bank's visitors, employees, premises and property, to protect the Bank's legitimate interests, and to detect and prevent illegal activities.
- 7.9. The Customer confirms that by transferring to the Bank the data of third parties (e.g., the Customer's Internet Banking User), the Customer has the right to transfer such data to the Bank and the data has been lawfully obtained. When transferring third party data to the Bank, the Customer is obliged to inform these persons about the purposes of processing their personal data for which the data is transferred to the Bank, as well as that the Bank processes the data in accordance with the Personal Data Processing and Protection Policy, which can be found on the Bank's website.

8. ARRANGEMENTS FOR EXCHANGING DOCUMENTS AND INFORMATION

- 8.1. All requests, orders, applications, notices, information, instructions or dispatches and other documents related to the Bank's services shall be sent by the Bank by post to the correspondence address or declared address of residence (for a natural person) or registered office (for a legal person) indicated by the Customer, or provided via Online Banking or Mobile App.
- 8.2. The Bank shall have the right to inform the Customer about the existence and availability of the information addressed to him/her in the Online Banking or Mobile App via the e-mail address provided by the Customer. In this case, the Customer is obliged to consult the information sent to him personally in Online Banking or Mobile App as soon as possible.
- 8.3. The Bank shall be entitled to use Third Party Services for the delivery of items and information.

- 8.4. Any notice, information, instruction, dispatch or other document relating to the relationship between the Bank and the Customer shall be given by the Bank to the Customer in writing, using the Latvian language or, as agreed by the Parties, the Russian or English language.
- 8.5. Notices which do not contain information of a confidential nature and are binding on all Customers may be transmitted by the Bank via the Bank's website www.industra.finance.
- 8.6. All notices, items and other documents shall be deemed to have been sent to the Customer within the time limits set out in the Terms and Conditions, unless otherwise provided in the relevant Bank's Terms and Conditions.
- 8.7. The fact of dispatch of the postal item shall be certified by:
 - 8.7.1. a receipt from a post office (including courier) or other official delivery service for a registered mail item;
 - 8.7.2. an entry in the Bank's register of documents sent, if the letter is sent by ordinary post.
- 8.8. Any notice, information, transmission or other document relating to the relationship between the Bank and the Customer shall be deemed to have been received by the Parties:
 - 8.8.1. on the fourth day after it is delivered to the post office, if the item is within the territory of the Republic of Latvia;
 - 8.8.2. on the fourteenth day after the day on which it is handed over to the post office, if the item is outside the borders of the Republic of Latvia;
 - 8.8.3. a document sent by electronic mail shall be deemed to have been received on the second Business Day of the Bank after it was sent;
 - 8.8.4. a document sent by placing it in Online Banking and Mobile App shall be deemed to have been received on the second Business Day of the Bank after it was sent;
 - 8.8.5. a document sent by express courier service is deemed to have been received when the addressee has acknowledged receipt by signing the delivery form, indicating the date and time of receipt.
- 8.9. The Customer is obliged to immediately accept the document sent by the Bank and to familiarise himself with the information sent to him.
- 8.10. All correspondence shall be deemed to have been received by the Bank at the time it is registered, unless otherwise provided in the relevant Bank's Terms of Service.

9. FEES FOR SERVICES. INTEREST. WITHHOLDING TAXES

- 9.1. The Bank shall provide services to the Customer for a fee as set out in the Price List, except as provided in this Section or if the amount and manner of payment is set out in another Transaction Document between the Parties. The Price List is available on the Bank's website www.industra.finance and at the Bank's Service Points during business hours.
- 9.2. The Bank shall have the right to establish and maintain different types of Price List for different categories (types) of Customers. If the Price List is divided according to a certain Customer category (type), then the Price List of that certain Customer category (type) shall apply to the Customer. If the Customer's membership of a certain category (type) is changed for justified reasons, the Price List of the corresponding Customer

category (type) shall apply to such Customer automatically, without prior notice to the Customer, starting from the date of the change in the Customer's membership of a certain category (type).

- 9.3. Having assessed the complexity and risk level of each service, the Bank shall have the right to individually determine the amount of the service fee for the Customer for the Bank's service specified in the Price List, if it is provided to a Customer who is not considered to be a Consumer.
- 9.4. For the Bank's services which are not mentioned in the Price List and which were necessary for the execution of the Customer's order, the Bank is entitled to determine an appropriate and fair remuneration, the amount of which may be contested by the Customer in the general procedure.
- 9.5. If the Parties have agreed on the Bank's service, the Bank has notified the Customer of the fee due before the service is performed and the Customer has received the service, the Customer shall not be entitled to dispute the amount of the service fee at a later date.
- 9.6. The Customer shall also reimburse the Bank for all expenses related to the performance of activities necessary for the provision of the Bank's services, as well as any incidental costs, such as fees, taxes, etc.
- 9.7. The Bank shall be entitled to deduct any funds in connection with a Bank service (operation) provided to the Customer to which the Bank is entitled under the Agreements, Transactions, these Terms and Conditions or other terms of Bank services (operations) entered into between the Parties from any Account of the Customer without seeking prior approval. In the event that the Customer's Account does not contain sufficient funds in the currency in which the payment is to be made, the Bank shall be entitled to convert the funds into another currency at the Bank's then prevailing currency conversion rate.
- 9.8. The fee for the Bank's service shall be payable before the service is performed, unless the Bank has specified a different payment procedure. If the Customer fails to pay the service fee due to the Bank or any other consideration agreed between the Parties, the Bank shall have the right to terminate the provision of the particular service to the Customer without notice to the Customer. In this case, the Bank shall not be liable for any losses and other additional expenses incurred by the Customer.
- 9.9. The Bank shall have the right to obtain at the Customer's expense the necessary information, documents and other evidence required for the performance of the Bank's services, obtaining information about the Customer, verifying the information provided by the Customer, verifying, managing or disposing of the collateral offered by the Customer, as well as obtaining extracts from registers, institutional certificates, insurance documents, material evidence, etc. When using the services of Third Parties, the Bank shall submit to the Customer the documents confirming the expenses for payment and the Customer shall be obliged to pay to the Bank all expenses indicated in the documents submitted to the Customer, as well as any incidental costs (fees, taxes, etc.).
- 9.10. If the Customer's Card Account exceeds the Permitted credit limit, the Customer is obliged to pay the Bank interest for exceeding the Permitted credit limit in accordance with the Price List.

- 9.11. The Bank shall pay the Customer interest on funds deposited with the Bank in accordance with the interest rates set out in the Price List or as agreed between the Parties. Interest is calculated on the basis of 365 days per year, unless otherwise specified in the Special Terms and Conditions of Business.
- 9.12. The Bank shall have the right to withhold taxes, fees or similar charges in accordance with the applicable laws and regulations of the Republic of Latvia if the Customer earns income as a result of the Bank's service.
- 9.13. If the laws and regulations provide for payment of taxes on income paid by the Bank to the Customer, the Bank shall withhold tax or equivalent payments from the income paid in accordance with the applicable laws and regulations of the Republic of Latvia.
- 9.14. The Bank shall not be liable for any taxes, duties or similar charges payable by the Customer in the country of registration or establishment.

10. PROCEDURE FOR TERMINATION OF TRANSACTIONS

- 10.1. Either Party shall have the right to unilaterally terminate all or any part of the contractual relationship between the Parties by giving the other Party 30 (thirty) days' notice of termination of the contractual relationship specified therein, unless otherwise provided in the Special Terms and Conditions of the Banking Services. If the Customer is a Consumer who has opened a Basic Account with the Bank, the relationship of the Parties as set out in this Clause shall be governed in accordance with Section 16 of the Terms and Conditions.
- 10.2. The Bank shall have the right to unilaterally and without prior notice immediately terminate or suspend the provision of the Bank's service and any contractual relationship with the Customer in the following cases:
- 10.2.1. if the Customer has breached these Terms or the Customer has provided false, inaccurate or incomplete information or fails to comply with the Bank's requirements in the area of control and prevention of money laundering, attempted money laundering or prevention of terrorism and proliferation financing or sanctions violations;
 - 10.2.2. if it is suspected that a third party not identified to the Bank is acting on behalf of the Customer;
 - 10.2.3. if it is suspected that the Beneficial Owner declared by the Customer is not the true Beneficial Owner of the Customer;
 - 10.2.4. where there is a suspicion that the Customer, its representative or the Beneficial Owner is involved in money laundering, attempted money laundering or the financing of terrorism and proliferation or in fraud, a breach or attempted breach or circumvention or attempted circumvention of sanctions;
 - 10.2.5. if the Customer commits a legally punishable, unfair or unethical act;
 - 10.2.6. if further cooperation with the Customer may expose the Bank to an unacceptably high risk of money laundering, sanction risk or reputational risk.
- 10.3. The Bank has the right not to serve the Customer if the Customer is under the influence of alcohol, under the influence of toxic substances, as well as in cases when the Customer is incapable of being aware of his actions or the Customer's behaviour is inappropriate and interferes with the Bank's work.

- 10.4. In the event of termination of the business relationship, all Customer's transactions arising from this relationship shall become due for payment.
- 10.5. Documents submitted by the Customer when opening an Account or making Transactions shall not be returned to the Customer.
- 10.6. The Bank shall terminate the business relationship and close the Account on the date specified by the Customer if all obligations arising from the use of the Account have been fulfilled and the other actions specified in the request have been completed.
- 10.7. In case of termination of the business relationship at the Customer's initiative, the Customer is obliged to transfer all funds to another financial institution agreed with the Bank no later than within 30 (thirty) days from the date on which the Customer has notified the Bank of the termination of the business relationship, unless there are other obstacles (decision of the Bank or another institution on freezing of funds, etc.). If the business relationship is terminated at the Bank's initiative, the Customer is obliged to transfer all cash balances to his/her account at another Bank or, if there is no such account, to withdraw cash in accordance with the cash withdrawal limit set by law, unless otherwise prevented, no later than within 30 (thirty) days from the date of the Bank's notice to the Customer of the termination of the business relationship. Upon the expiry of the 30 (thirty) day period, the Bank shall be entitled to charge a fee for keeping funds in the Account in accordance with the Price List.
- 10.8. In the event of liquidation or insolvency of the Customer-legal entity, the Bank shall be entitled to request from the persons who submit claims to the Customer's funds to the Bank documents confirming their rights to such funds, as well as to verify the authenticity and completeness of the documents and personal identification.

11. INHERITANCE

- 11.1. In the event of the Customer's death, the Bank shall be entitled to request documents confirming the rights of succession of the persons claiming the Customer's property. These persons are obliged to submit to the Bank documents confirming their rights as heirs to the Customer's inheritance. The Bank shall have the right to identify the person and verify the authenticity, validity and completeness of the documents submitted at the expense of the persons referred to in this paragraph.
- 11.2. The Customer's heirs, insofar as it is related to the custody of the Customer's property, shall be bound by the terms of the Bank's service agreements concluded, as well as for the services provided by the Bank in respect of the Customer's property, fees shall be charged in accordance with the Price List.

12. COMPLAINT AND DISPUTE SETTLEMENT PROCEDURE

- 12.1. The Bank processes Customer complaints in accordance with the Customer Complaints Procedure, which is available on the Bank's website www.industra.finance (section - Bank's Policies, as well as the Terms and Conditions).
- 12.2. If the Customer is not satisfied with the Bank's service, the Customer may submit a complaint to the Bank in writing through one of the following communication channels:
- 12.2.1. in person or by a representative of the Customer at any Service Facility;
 - 12.2.2. by completing and submitting the online [Feedback Form](#) (available on the Bank's website www.industra.finance , under "Contacts and Details");

- 12.2.3. by sending it by post to: AS Industra Bank, Muitas iela 1, Riga, LV- 1010;
- 12.2.4. by sending a message via Online Banking or the Mobile App;
- 12.2.5. by sending an email to: info@industra.finance (if the complaint does not contain confidential information).
- 12.3. The bank accepts complaints in Latvian, English and Russian. The Bank shall provide a written reply to the Complaint in the language the Complaint was submitted, or pursuant to the choice of the Customer in Latvian, Russian or English.
- 12.4. The Customer's complaint must set out the circumstances and facts on which the Customer's complaint is based. If the Customer refers to a document that is not freely available to the Bank, the Bank may ask the Customer to attach the document to the complaint.
- 12.5. If the complaint is about a specific business relationship, the complaint may require additional identification of the person making the complaint. No additional personal identification is required if the complaint is made by sending a message via Online Banking or by using Mobile App or by sending a complaint signed with a secure electronic signature to info@industra.finance.
- 12.6. The Bank shall consider the complaint and send a written reply to the Customer no later than within 15 (fifteen) business days from the date of its receipt by the Bank. If the complaint cannot be processed within the specified deadline (additional verification is required or additional information is requested, or for other objective reasons), the Bank shall inform the Customer in writing of the reasons for the extension of the deadline and indicate the new deadline for providing a response. The time limit for examining a complaint may be extended to 35 (thirty-five) working days.
- 12.7. If the allegations in the complaint are substantiated, the Bank shall satisfy the Customer's claims or provide explanations for improving the quality of the service provided. If the Bank considers that the complaint is unfounded, the Bank shall indicate its assessment and a reasoned explanation of its position in the reply sent to the Customer. In responding, the Bank shall comply with the time limits set out in paragraph 12.6.
- 12.8. The Bank shall provide a reply to the Customer's Complaint via the same communication channel used for submission of the Complaint, unless the Customer has made a wish to receive a reply via any other communication channel (by mail or e-mail).
- 12.9. Customer's objections regarding the amount of cash dispensed or paid, including, the authenticity or quality of banknotes shall be considered only if they are made at the time of the transaction, in the presence of the Bank's employee who carried out the transaction. Failure to object in this manner shall be deemed to be the Customer's tacit acceptance of the execution and terms of the Transaction.
- 12.10. If the Customer is not satisfied with the Bank's action or response to the complaint, the Customer shall have the right to request dispute resolution with the following supervisory authorities or out-of-court dispute resolvers:
- 12.10.1. The Ombudsman of the Latvian Financial Industry Association is located at 1 Roberta Hirša Street, Riga, LV-1045, and its website is <https://www.financelatvia.eu/ombuds/>.
- 12.10.2. Consumer Rights Protection Centre - located at 55 Brivibas Street, Riga, LV-1010, its website is www.ptac.gov.lv.

- 12.10.3. Bank of Latvia - located at 2A K.Valdemāra Street, Riga, LV-1050, website www.bank.lv;
- 12.10.4. State Data Inspectorate - located at 17 Elijas Street, Riga, LV-1050, its website is www.dvi.gov.lv.
- 12.11. Disputes between the Bank and a natural person shall be settled by a court of general jurisdiction unless the Parties have agreed on a different dispute resolution procedure in the relevant Service Agreement. Disputes between the Bank and legal entities shall be settled by a court of general jurisdiction or by the Arbitration Court of the Association of Commercial Banks of Latvia in accordance with the Arbitration Rules and Regulations of the Association of Commercial Banks of Latvia. The legal relations between the Bank and the Customer shall be governed by the legislation in force in the Republic of Latvia.

13. OTHER PROVISIONS

- 13.1. The Bank has the right to set a limit on the amount of transactions or account turnover, to impose other restrictions on the provision of services, to refuse or suspend the provision of any service or the execution of any transaction in order to comply with the requirements of the laws and regulations governing the prevention of money laundering and terrorist and proliferation financing or the Law on International and National Sanctions of the Republic of Latvia, by informing the Customer thereof.
- 13.2. The Customer undertakes to exercise due diligence to ensure that the Confidential Information of the Customer or the Customer's representative (including the User) does not come into the possession of Third Parties. The Customer is obliged to use only secure (licensed, registered, duly protected, well-known and recognized) services of electronic communications providers, electronic communications networks, domains, means of communication and data transmission, equipment, equipment elements, software. The Customer is obliged to exercise caution in the use of Confidential Information and to observe the precautions set by the Bank in the selection and use of electronic communications providers, electronic communications networks, top-level and other domains, numbering plans, operating systems, applications, their components, components, as well as physical and logical protection, including those set out on the Bank's website www.industra.finance.
- 13.3. Unless otherwise agreed or unless the facts and applicable law indicate otherwise, the Bank's Places of Business shall be the place of execution of Banking Operations between the Bank and the Customer.
- 13.4. In the event of the Bank's liquidation or commencement of bankruptcy proceedings, as well as in other cases stipulated by the legislation, the Customer shall be entitled to receive guaranteed remuneration from the Deposit Guarantee Fund for the Customer's deposits in the Bank in the amounts and in the procedures stipulated by the Deposit Guarantee Law and compensation in the amounts and in the procedures stipulated by the Investor Protection Law of the Republic of Latvia.
- 13.5. Each part of these Terms shall be construed as separately valid and binding on the Parties, but if any part (clause, paragraph) of these Terms becomes unlawful or invalid, and if this is due to a change in the law, that part of these Terms shall only be invalid under the new law and shall not affect the binding effect of the other parts of these Terms.

- 13.6. In the event of linguistic or interpretative disputes, contradictions, disagreements or claims, the text of these Terms and Conditions, other Bank Regulations and the relevant Bank Operation Documents and the Latvian language text of the Transaction Documents shall prevail. If these or other Bank documents are available in different languages, the Latvian language text shall prevail, but texts in other languages shall be deemed to be translations of the Latvian language text only.
- 13.7. If the written expression of the amounts or figures in the documents differs from their numerical expression, the written amount shall be deemed to be the true amount.
- 13.8. Paper documents submitted to the Bank must be prepared and signed with writing instruments whose written text is indefinitely indelible and cannot be erased otherwise than by obvious deterioration of the document material. The Bank is not obliged, but has the right, to check whether these writing instruments have been used. Damage caused by the use of other writing instruments or by the submission of an illegible or incorrectly completed document shall be the responsibility of the person submitting the document.
- 13.9. Authorizations submitted to the Bank shall remain valid until received by the Bank in writing, unless earlier terminated. If at the time of signing the document the signatory is not entitled to represent the person he claims to represent, he himself as a natural person shall assume all obligations arising from the signed document and shall be liable for their performance in accordance with the laws and regulations in force in the Republic of Latvia.
- 13.10. If the Bank has received an attachment or recovery order from a competent authority or official, the Bank may, at its sole discretion, consolidate (combine) the amount to be attached and/or transferred from different accounts of the Customer which may be subject to recovery into a single account of the Customer at the Bank's discretion.
- 13.11. The headings and numbering in the Terms and Conditions are for ease of reference and convenience only and are not to be used to interpret the text or meaning of the Terms and Conditions.
- 13.12. These Terms and Conditions shall be binding upon and shall apply not only to the Customer but also to any successor to the rights and obligations of the Customer regardless of any change in the composition of the Customer's staff (officers), for any other reason, or changes in the Customer's authorised persons.
- 13.13. The Party experiencing force majeure shall inform the other Party in writing without delay. The Parties undertake to agree on whether such Force Majeure Circumstances prevent or render impossible the performance of the obligations under this Transaction and to decide on the substantive issues relating to the continuation (or termination) of the obligations.
- 13.14. The Parties agree that the existence of Force Majeure shall not constitute a legal basis for the non-payment of any arrears of the Parties arising under the Transaction up to the time of the Force Majeure.

II SPECIAL PART

14. CURRENT ACCOUNT TERMS AND CONDITIONS

- 14.1. A current account may be opened by the following:

- 14.1.1. a natural person who has reached the age of 18;
 - 14.1.2. a natural person who has reached the age of 16 and whose legal representative has given the Bank written consent to open the Account;
 - 14.1.3. an authorised person who, in accordance with the authorisation issued, is granted the right to open and/or deal with an Account on behalf of a natural person;
 - 14.1.4. the guardian or custodian of a natural person
 - 14.1.5. an official who has been granted the right of representation under the articles of association (or other document) of the legal person;
 - 14.1.6. an authorised person who, in accordance with the authorisation issued, is granted the right to open and deal with the Account on behalf of a legal entity.
- 14.2. When opening an Account, the Customer shall submit an Account Application Form and the documents listed in these Terms and Conditions necessary for the identification of the Customer, verification of signatures and identification of the Beneficial Owners.
- 14.3. The Bank shall have the right to refuse to open an Account for the Customer without explaining the reason for such refusal, except in the case when the Bank is obliged to open a Basic Account for the Customer in accordance with applicable laws and regulations.
- 14.4. The Agreement for the opening and servicing of the Account shall be deemed to be concluded from the moment of opening the Account and shall be concluded for an indefinite period of time.
- 14.5. The Bank shall open a Multi-Currency Account for the Customer. If funds are held in the Account that are denominated in a currency other than euro, the Bank shall be entitled to convert all or part of the funds in the Account into euro at any time independently, without notifying the Customer, at the exchange rate determined by the Bank at the time of conversion. The Bank shall not reimburse the Customer for any expenses, damages or lost profits related to the conversion.
- 14.6. The Account opening fee shall be paid by the Customer prior to Account opening or deducted from the Account in accordance with the Price List.
- 14.7. The Customer shall have the right to make cash or non-cash transactions in the Account in accordance with the requirements of these Terms and Conditions.
- 14.8. The Bank shall accept for execution Payment Orders executed in accordance with the Bank's requirements. The Customer is responsible for the correctness of the payment details indicated in the Payment Orders and the sufficiency of funds in the Account for the execution of the Payment Order and payment for the service provided by the Bank.
- 14.9. The Customer is entitled to receive an Account statement.
- 14.10. The Customer is obliged to monitor the transactions made in the Account, their reflection in the Account and to check their correspondence with the actual transactions made.
- 14.11. The Bank prepares the account statement in Latvian. The Bank may prepare an Account statement in another language upon the Customer's agreement with the Bank.
- 14.12. The Bank shall issue an account statement upon the Customer's request via a Permanent Medium, such as Online Banking and Mobile App, in paper format in accordance with the Agreement.

- 14.13. The Bank has the right not to initiate or to suspend servicing of the Account and to refuse to execute the Customer's Payment Order if the Bank does not have sufficient information and documents to ensure compliance with the requirements of prevention and sanctioning of money laundering and financing of terrorism and proliferation.
- 14.14. The Customer is entitled to close the Account by giving the Bank one month's notice, or sooner if the Bank agrees.
- 14.15. The Bank shall be entitled not to close an Account if the Account is linked to another service provided by the Bank.
- 14.16. The Bank shall be entitled to unilaterally close the Account without giving any reason, but by giving 2 (two) months' notice to the Customer-Consumer, and at least 1 (one) month's notice to the Customer who is not a Consumer.
- 14.17. The Bank shall be entitled to unilaterally close the Account without prior notice if the Customer fails to comply or improperly complies with these Terms and Conditions, fails to comply with requirements in the area of prevention of money laundering and financing of terrorism and proliferation and sanctions, has provided the Bank with false documents, contradictory explanations, fails to provide information about his/her transactions serviced by the Bank, does not provide sufficient evidence of the Customer's declared Beneficial Owner or raises suspicions of dishonest or unlawful conduct, does not provide sufficient information to enable the Bank to comply with the requirements of money laundering and the prevention and sanctioning of the financing of terrorism and proliferation, or does not comply with other requirements set out in the Agreement concluded between the Bank and the Customer.
- 14.18. The Bank shall not be liable for any losses incurred by the Customer or third parties due to the suspension or termination of the execution of a Transaction or the provision of a Service if the Bank has done so for the purpose of preventing money laundering, financing of terrorism and proliferation or other unlawful activity, to the extent that the applicable laws and regulations do not provide otherwise.
- 14.19. If the Account is not operated for 6 (six) months or more, or if the Customer has not provided the minimum Account balance specified in the Price List, the Bank has the right to unilaterally terminate the contractual relationship and close the Account without prior notice to the Customer.

15. TEMPORARY ACCOUNT TERMS AND CONDITIONS

- 15.1. The Bank shall open a multi-currency Temporary Account for a period of up to three months for the payment of the share capital of a legal entity. In order to open a Temporary Account, the Customer shall submit an application for the opening of a Temporary Account and the legal documents necessary for its opening (memorandum and articles of association, statement of registered office, register of members).
- 15.2. The Temporary account may be used only for the payment of the share capital of the start-up company and the Bank shall not provide any other banking services to the Customer until the Account is opened.
- 15.3. The Bank shall be entitled to request and the Customer shall be obliged to provide all information required by these Terms and Conditions for opening an Account, including information about the Customer, its representative, Beneficial Owners,

- founders, intended activities and origin of funds in order to comply with anti-money laundering and anti-terrorist and proliferation financing requirements and sanctions.
- 15.4. Fees for activities related to the Temporary Account shall be charged in accordance with the Price List.
- 15.5. The Bank shall have the right to request the Customer and the Customer shall be obliged to submit additional information and documents, and the Bank shall have the right not to accept the Customer's application for opening a Temporary Account and/or to refuse to open a Temporary Account without explaining the reasons for such refusal.
- 15.6. Upon registration of the company in the Commercial Register of the Register of Enterprises of the Republic of Latvia, the Temporary Account may be transformed into an Account in accordance with the requirements of these Terms and Conditions by submitting the necessary documents, or may be closed by transferring the amount of the paid-in share capital funds on the basis of the Customer's application.
- 15.7. If within three months the Customer has not submitted to the Bank the documents on registration in accordance with the procedure established by the legislation of the Republic of Latvia or the documents necessary for closing the account, the Bank shall be entitled without prior notice:
- 15.7.1. close the Temporary Account if there is no balance;
 - 15.7.2. block the Account if there is a balance in the Temporary Account and apply the fee set out in the Price List of the Bank's services, as set out for the servicing of the Account.

16. BASIC ACCOUNT TERMS AND CONDITIONS

- 16.1. The Bank shall ensure that Consumers (residents of the Republic of Latvia, residents of the EU and natural persons who do not have a residence permit in the Republic of Latvia, but whose expulsion from Latvia is not possible under the laws and regulations of the Republic of Latvia) have the right to open a Basic Account to the extent that this right is not restricted by law.
- 16.2. The requirements set out in Clause 14 of these Terms and Conditions shall apply to the opening of a Basic Account, unless otherwise specified in the Terms and Conditions of the Basic Account.
- 16.3. In order to open a Basic Account, the Consumer shall submit to the Bank an application and a signed confirmation that he/she has not opened another payment account that allows him/her to use the Basic Account services, as well as other information and documents required by the Bank for the opening of the Basic Account.
- 16.4. The Bank shall, within 10 (ten) Bank Business Days after receipt of all required information and documents, open the Basic Account or refuse to open the Basic Account.
- 16.5. The Bank shall refuse to open a Basic Account in any of the following cases:
- 16.5.1. if the opening or servicing of such Basic Account by the Customer would result in a violation of the requirements of regulatory enactments, including in the area of money laundering and prevention of financing of terrorism and proliferation or sanctions;
 - 16.5.2. The Consumer has provided false information to the Bank for opening a Basic Account.

- 16.6. The Bank may refuse to open a Basic Account in any of the following cases:
- 16.6.1. The Consumer has already opened a Basic Account with another credit institution in Latvia, unless he has already received notification that the Basic Account will be closed;
 - 16.6.2. The Consumer no longer meets the status set out in Clause 16.1;
 - 16.6.3. Opening or servicing a Basic Account may expose the Bank to reputational risks.
- 16.7. The Bank shall inform the Consumer immediately in writing, free of charge, of the decision taken to refuse to open a Basic Account, stating the reasons for the refusal, except in cases where disclosure of such information is contrary to the interests of national security or public order, including the requirements of laws and regulations in the field of money laundering and the prevention of financing of terrorism and proliferation. At the same time, the Bank shall indicate where the person may turn if he/she is not satisfied with the Bank's decision on refusal. The Bank shall use the Customer's address or e-mail address provided in the application to communicate with the applicant.
- 16.8. The Bank shall unilaterally terminate its cooperation with the Consumer and close the Basic Account in any of the following cases:
- 16.8.1. The servicing of the basic account is contrary to the requirements of laws and regulations, including in the area of money laundering and prevention of financing of terrorism and proliferation;
 - 16.8.2. The Consumer has intentionally used the Basic Account for illegal activities.
- 16.9. The Bank shall be entitled to unilaterally terminate its cooperation with the Consumer and close the Basic Account in any of the following cases:
- 16.9.1. The Basic Account has not been transacted for more than 24 (twenty-four) consecutive months;
 - 16.9.2. The consumer has provided false information and the Basic Account was opened on this basis;
 - 16.9.3. The Consumer no longer meets the status set out in Clause 16.1 of these Terms and Conditions.
 - 16.9.4. The Consumer has opened another payment account that allows him/her to use the services of the Basic Account in the Republic of Latvia;
 - 16.9.5. continued maintenance of the Basic Account creates reputational risks for the Bank;
 - 16.9.6. The Bank shall terminate the provision of the relevant payment service to all its customers who are Consumers;
 - 16.9.7. within a period of not less than 6 (six) months, the Consumer's indebtedness for the use of the Basic Account and the services provided under it exceeds the balance of the Basic Account.

17. TERMS AND CONDITIONS FOR USING ONLINE BANKING AND THE MOBILE APP

- 17.1. The Online Banking and Mobile App Terms and Conditions are applicable to remote execution of Banking transactions, online conclusion of agreements between the Parties and other online activities offered by the Bank via the Online Banking or Mobile App.
- 17.2. The Bank grants the Customer the right to use Online Banking on the basis of a document signed by the Customer, which is a document in the prescribed form prepared by the Bank, in which the Customer expresses his/her willingness to use Online Banking. However, the use of the Mobile App part of the Online Banking is possible only if the Customer has been granted

the right to use the Online Banking after the Customer has installed the Mobile App on his/her mobile phone, thereby accepting the Bank's terms and conditions for the use of the Mobile App.

- 17.3. The Contract for the use of Online Banking shall be deemed to be concluded when the Customer, if he is also a User or a User designated by the Customer, has received the Authentication Tools necessary for the use of Online Banking in accordance with the procedure established by the Bank and confirms this by their signature. The Bank shall issue the Authentication Tools to the User personally. Receipt of Authentication Tools on behalf of a User by a person other than the User is not permitted.
- 17.4. The Online Banking Agreement shall be deemed to be for an indefinite period. The Parties shall have the right to suspend its use and terminate the Agreement at any time by giving 30 (thirty) days prior written notice to the other Party or by closing the Account.
- 17.5. The Bank's services in Online Banking, on the website www.industra.finance and in the Mobile App are available online 24 hours a day (24/7), except in cases of system maintenance, service upgrades, power outages and other similar planned and unplanned events. In case of planned interruptions, the Bank shall warn the Customer in good time about the limitations in the availability of services.
- 17.6. The Bank has the right to control the Internet Protocol address of the User's Online Banking connection.
- 17.7. Within the scope of the rights (functions) granted, the User has the right to:
 - 17.7.1. To view the Customer's information through the Online Banking and to handle the Customer's funds in his Accounts (manage the Accounts) with the Bank, to submit applications and requests to the Bank and to sign agreements on behalf of the Customer, if offered by the Bank, by sending Authorised Orders. The Bank shall accept an Authorised Order for execution in accordance with the provisions of the agreements concluded between the Customer and the Bank, the procedures established by the Bank and the requirements of the laws and regulations in force in the Republic of Latvia.
 - 17.7.2. View the Customer's information on the Mobile App and handle the Customer's funds in the Accounts (manage the Accounts) within the functionality specified by the Bank.
- 17.8. The User's Authorised Orders sent via Online Banking or Mobile App shall be recognised by the Parties as valid documents equivalent to the original documents signed by the Customer or the Customer's representative and/or bearing the Customer's stamp and/or signature, and shall be appropriate for making entries, forming information, settling disputes with any institution, submitting documents to any public authority and regulatory body, and their text shall not be disputed. The Customer acknowledges that an Authorised Order sent via Online Banking shall have the same legal effect as a document drawn up on paper and signed with a personal signature.
- 17.9. If the Bank has identified the Customer using the Authentication Tools issued to the Customer in accordance with these Terms and Conditions or in accordance with the procedures set out in the Special Agreements between the Parties, the Bank shall be deemed to have identified the Customer.
- 17.10. After the User's first login to the Online Banking, the User is obliged to change the User's password assigned by the Bank. In case the User has forgotten the password

- assigned to him/her, the Bank shall issue a new password to the User after personal identification.
- 17.11. Authentication tools are information that is not disclosed to third parties. From the moment of receipt, the Customer assumes all responsibility for their storage, compliance with the terms of use, security and non-disclosure to third parties. The Customer shall be liable for any damages resulting from the Customer's Authentication Tools being used by Third Parties.
- 17.12. The Customer shall immediately request the Bank to block the User's access to the Online Banking and Mobile App if it is suspected that the Customer's Authentication Tools have been accessed or used by unauthorised third parties or have been lost, stolen or otherwise misappropriated, or if it is suspected that unauthorised Third Parties have accessed the Online Banking and Mobile App. The Customer may submit such a request to the Bank in person, via Internet Banking, Mobile App or by calling the official phone number indicated on the Bank's website and following the instructions of a Bank employee.
- 17.13. In order to replace the existing Authentication Tools with new Authentication Tools, the Customer or the User, depending on who received the previous Authentication Tool, shall apply to the Bank in writing for a new Authentication Tool.
- 17.14. If the Bank suspects that there has been an unauthorised use of the Online Banking, Mobile App or the Authentication Tools, the Bank shall be entitled to block the relevant User's access to the Online Banking and Mobile App and use of the Authentication Tools by immediately informing the Customer thereof, except in cases where the provision of information is not possible for justified security reasons or is prohibited under the requirements of the legislation of the Republic of Latvia.
- 17.15. The Bank reserves the right to unblock Online Banking and Mobile App as soon as the blocking is no longer justified or the Authentication Tools are replaced with new ones.
- 17.16. If the Customer has not complied with Clause 17.12 of the Terms and Conditions, the Bank shall not be liable for any actions and transactions with funds in the Customer's Account.
- 17.17. Access to Online Banking and Mobile App services may be blocked immediately if the User:
- 17.17.1. mistypes the password five times;
 - 17.17.2. incorrectly enters the code from the Authentication Tool three times;
 - 17.17.3. if the equipment, software or data connections used by the Customer compromise the security of the Services;
 - 17.17.4. if the Bank suspects the use of unauthorised services, including attempts to bypass the security system.
- 17.18. If the document in the form specified by the Bank in which the Customer expresses his/her willingness to use the Online Banking provides for a Daily Payment Limit for the User, the Customer shall have the right to set such limit. If the Daily Payment Limit for the User is not specified in the document in the form prescribed by the Bank in which the Customer expresses his/her wish to use Online Banking, the Daily Payment Limit set by the Bank shall apply to the User.
- 17.19. The User may increase the Daily Payment Limit by submitting an order via Online Banking or at a Service Facility.

- 17.20. The User may reduce the Daily Payment Limit via Online Banking.
- 17.21. Information on the Daily Payment Limits set by the Bank is available on the Bank's website or at Service Facilities. The User's Daily Payment Limit is indicated in Online Banking and the Mobile App.
- 17.22. The Bank has the right to unilaterally change the Daily Payment Limits set by the Bank or specified in advance in a document in the form specified by the Bank in which the Customer expresses his/her wish to use the Online Banking, at any time by informing the Customer and the User thereof via the Online Banking.
- 17.23. The Bank has the right to determine that the execution of Payment Orders from one or more Accounts using the Authentication Tool is possible only after the agreement on the Daily Payment Limit has been concluded.
- 17.24. The Bank shall not accept for execution a User's Payment Order if the execution of such Payment Order would exceed the Daily Payment Limit.
- 17.25. The Daily Payment Limit does not apply to the following transactions made via Online Banking or the Mobile App:
- 17.25.1. a Payment Order to make or replenish a Time Deposit (unless the User uses one of the online forms specifically designed for making payments in Online Banking or the Mobile App to submit such a Payment Order);
 - 17.25.2. an instruction submitted to the Bank using the online form available in the "Messages" section of the Online Banking or Mobile App;
 - 17.25.3. fees debited by the Bank from the Customer's Account in connection with the execution of Payment Orders submitted to the Bank via Online Banking or the Mobile App;
 - 17.25.4. a Payment Order for a payment to any Customer Account with the Bank, if the Payment Order is submitted to the Bank using the online form available in the "Currency Exchange" or "Payment to Your Account" section of the Online Banking or Mobile App.
- 17.26. It is the User's responsibility to accurately formulate the Customer's orders. Orders must be executed in accordance with the Bank's requirements, fully specifying the correct beneficiary details, payment details and other necessary information. In executing Orders, the Bank shall not be liable for errors, inconsistencies and inaccuracies resulting from failures or interruptions of information and communication systems, networks and the like outside the Bank, from unclear, incomplete, inaccurate or incorrect Customer instructions and Orders and the like resulting from other causes beyond the Bank's control.
- 17.27. The Bank shall execute the User's orders according to their content without verifying the correctness of the payment and other transaction details or instructions provided by the User. However, in the event that they obviously do not correspond to the Bank's known and true details, the Bank shall have the right, but not the obligation, to suspend the execution of the order and to request from the Customer additional instructions and orders clarifying those previously received. Additional expenses incurred by the Bank in executing such orders shall be borne by the Customer and shall be payable in accordance with the Price List.
- 17.28. When entering orders or performing any other actions offered by Online Banking, the User must act with the utmost care, following the procedures set out in the Industra

- Online Banking User Guide (available on the Bank's website, under Daily Services, Online Banking <https://industria.finance/ikdienas-pakalpojumi/internetbanka>).
- 17.29. If the User needs assistance in matters related to the use of Online Banking and Mobile Apps, he/she may receive consultations during the Bank's business hours at the Bank or through other communication channels agreed between the Customer and the Bank.
- 17.30. The Customer must ensure that conditions are such that unauthorised access to Online Banking and Mobile App using the Authentication Tools is prevented and the Customer acknowledges and accepts all risks associated with the use of Online Banking and electronic means of communication.
- 17.31. The User is obliged to Authorise an Order submitted to the Bank via Online Banking and the Mobile App. The Customer agrees that the Bank shall have the right, but not the obligation, at its sole discretion, to request additional information and confirmation from the Customer to more accurately identify the Customer or to confirm the User's Authorised Order.
- 17.32. The Bank is obliged to provide the Customer with information on the status of the Customer's accounts connected to the Online Banking, to accept orders and to perform other activities related to the Online Banking in accordance with the procedure set out in the Terms and Conditions and the Industra Online Banking User Guide.
- 17.33. The Bank shall have the right to suspend the execution of an order and to request additional instructions and orders clarifying the previously received order, as well as to request additional information and confirmation from the Customer to identify him more precisely or to confirm the order authorised by the User.
- 17.34. The Bank has the right not to execute an order authorised by the User if:
- 17.34.1. The Bank has suspicions regarding the User's identity or the authenticity of the order and has not been able to contact the User to confirm the order;
 - 17.34.2. The User does not comply with the requirements of these Terms and Conditions;
 - 17.34.3. The order is unclear or distorted due to a communication failure.
- 17.35. The User is obliged to comply with the Bank's Online Banking procedures in accordance with the Industra Online Banking User Guide, Digipass User Guide, Security Requirements (documents available to the User on the Bank's website before logging in to the Online Banking) and to comply with the Bank's technical requirements for the use of the Online Banking system. The Bank has the right to update these documents without notice.
- 17.36. The Customer assumes all liability and all risks associated with the unauthorised use of Online Banking, Mobile App and electronic means of communication.
- 17.37. The Customer agrees that the Bank will record all activities performed by the User in the Online Banking and Mobile App and, if necessary, use these records to substantiate the execution of orders and to prove the performance of operations.

18. NON-CASH PAYMENT TERMS AND CONDITIONS

- 18.1. The non-cash payment rules apply to payments (transfers) within the Bank as well as to external outgoing and incoming payments. For an Intrabank payment, the Payer's payment service provider and the Beneficiary's payment service provider are Industra

Bank JSC. In an outgoing or incoming external payment, the Payer's payment service provider, the Intermediary Bank's payment service provider and the Beneficiary's payment service provider are different banks.

- 18.2. The Bank shall execute a payment to the Account on the basis of a Payment Order by executing a Credit Transfer. When crediting the Account with a Credit Transfer in a currency other than euro, the Bank shall have the right to refuse the crediting or independently, without notifying the Customer, convert the incoming funds into euro at the exchange rate determined by the Bank at the time of conversion and credit them to the Account. The Bank shall not reimburse the Customer for any expenses, damages or lost profits related to the conversion.
- 18.3. The Customer may ask the Bank for assistance in completing the Payment Order Form and/or in ascertaining the details required for the Credit Transfer. The Bank undertakes to provide the Customer with the necessary assistance and information to the best of its ability.
- 18.4. The Bank has the right not to execute the Customer's Payment Order if it has been completed without complying with these Terms and Conditions or if the Customer's Account does not contain sufficient funds for its execution and payment for the service provided by the Bank. The Bank shall not be liable for the accuracy and legality of the Customer's transactions. The Bank is obliged to execute the Customer's Payment Order within the time limits specified in the Price List, but shall not be liable for any delay or non-execution of payment resulting from the acts or omissions of other banks involved in the execution of the payment. The Bank's obligations in relation to the execution of a Payment Order accepted by the Customer shall be deemed to have been fulfilled from the moment when the Payment Order has been accepted by the Beneficiary's payment service provider.
- 18.5. The Bank shall not be liable for any loss suffered by the Customer as a result of delay in execution of the Payment Order or loss of the item or in case of error and erroneous shipment if caused by insufficient or defective means of communication, time zone differences, fluctuations in exchange rates and other circumstances beyond the will and control of the Bank.
- 18.6. The Bank shall be entitled to immediately unilaterally suspend or discontinue the provision of services in currencies other than the euro if the provision of services in a particular currency becomes impossible because the correspondent bank or other business partners involved suspend or discontinue the provision of services to the Bank in that particular currency. The Bank may, at its discretion, but is not obliged to, execute Credit Transfers, credit, withdraw and hold funds in the Account in a currency other than euro. The Bank shall not be liable for the Customer's losses resulting from the non-execution of the Customer's Payment Order if it is not executed in the cases set out in this Clause.
- 18.7. **Execution of the document justifying the Credit Transfer. Execution of the Credit Transfer.**
- 18.7.1. The Bank shall execute the Credit Transfer from the Customer's Account in accordance with the instructions of the Customer's Payment Order, subject to the regulations set out in these Terms and Conditions. When making Credit Transfers from the Account, the Customer shall complete the Payment Order in

duplicate regardless of the currency type (except when the Account is managed via Online Banking or Mobile App).

18.7.2. For an outgoing external Credit Transfer, the following information shall be included in the Payment Order:

18.7.2.1. Payment order number, date of completion, transfer amount in numbers and words in the currency concerned;

18.7.2.2. information about the Payer:

1) for legal entities - name, IBAN, address, country code of the Customer (Payer) (if the transaction involves a resident of the Republic of Latvia and a non-resident of the Republic of Latvia);

2) for natural persons - name, surname, IBAN, address, country code of the Customer (Payer) (if the transaction involves a resident of the Republic of Latvia and a non-resident of the Republic of Latvia);

18.7.2.3. Full name, address and banking codes (SWIFT, CHIPS, BLZ, ABA ROUTING, SORT CODE) of the Beneficiary's payment service provider and correspondent bank, external payment code (if the transaction involves a resident and a non-resident of the Republic of Latvia) and other necessary transfer details if required by the Beneficiary's payment service provider or national legislation of the Beneficiary's payment service provider. Submission of information on the correspondent of the payment service provider of the Beneficiary is optional. The Customer shall provide the Bank with all the information in his possession regarding the correspondent bank of the Beneficiary's payment service provider;

18.7.2.4. Information on the Beneficiary:

1) for legal persons - account number or IBAN, if IBAN is established in the country of the Beneficiary's payment service provider, name, address (at least country, city);

2) for natural persons - account number or IBAN, if an IBAN has been imported in the country of the Beneficiary's payment service provider, name, address (at least country, city);

18.7.2.5. Purpose of payment (or "Beneficiary information") - details of the transaction (maximum 140 characters). For outgoing international transfers, the purpose of the payment must be stated in English, with a mandatory disclosure of the nature of the transaction - the subject of the payment, the name of the service or good. If the Customer needs to translate the text from/into Latvian, Russian or English when making a transfer, the Customer is entitled to entrust it to the Bank.

18.7.2.6. Additional information for the Bank - the Customer may indicate whether the Customer needs a confirmation of the payment transmission, as well as enter other information for the Bank.

18.7.3. The following information shall be included in the Intrabank Credit Transfer Payment Order:

18.7.3.1. Payment order number, date of completion, amount of the Credit Transfer in numbers and words in the currency concerned;

18.7.3.2. information about the Payer:

- 1) for legal entities - name, IBAN, address, registration number (for residents of the Republic of Latvia), country code (if the transaction involves a resident of the Republic of Latvia and a non-resident of the Republic of Latvia) of the Customer (Payer);
 - 2) for natural persons - name, surname, IBAN, address, country code of the Customer (Payer) (if the transaction involves a resident of the Republic of Latvia and a non-resident of the Republic of Latvia);
- 18.7.3.3. Information on the Beneficiary:
- 1) for legal entities - Account number in IBAN format, name, external payment code (if the transaction involves a resident of the Republic of Latvia and a non-resident of the Republic of Latvia);
 - 2) for natural persons - IBAN, name, surname, external payment code (if the transaction involves a resident of the Republic of Latvia and a non-resident of the Republic of Latvia);
- 18.7.3.4. in the Payment purpose (or "Information for the Beneficiary") field - Customer information (maximum 140 characters) for the Beneficiary in Latvian, Russian or English. If the Customer needs to translate the text from/into Latvian, Russian or English, the Customer instructs and entrusts the Bank to carry out the respective translation.
- 18.7.4. Depending on the type of Transfer, the amount of information requested by the Bank may vary.
- 18.8. The Bank shall not be liable if the Intermediary Bank, Correspondent Bank or the Beneficiary's payment service provider fails to comply with the Bank's instructions or the transfer is not received in full for reasons beyond the Bank's control, or if the Customer fails to comply with the terms and conditions of these Terms and Conditions.
- 18.9. The Bank shall be entitled to deduct from the Customer's Account, without the Customer's instruction, any fees requested by the Beneficiary's payment service provider or other fees related to this transfer, without seeking prior approval, if the Customer's fee instruction so provides.
- 18.10. The payment order shall be signed by the person having the right of representation or authenticated by the Authentication Tool. Customer orders must be clearly and unambiguously worded.
- 18.11. The Bank accepts the submitted Payment Orders in accordance with the procedures set out in the Payment Services and Electronic Money Law, performing all necessary order processing procedures, provided that the following conditions are met: The Payment Order contains all the information necessary for its execution and the Bank has received the required amount of money, unless the Customer and the Bank have agreed that this is not necessary at the time of acceptance of the Payment Order.
- 18.12. The Payment Order submitted by the Customer shall be valid for 10 (ten) calendar days from the date of its acceptance. The Customer's Payment Order shall not be executed and shall be cancelled after 10 (ten) days if there are insufficient funds in the Customer's account to execute the Payment Order and/or to pay for the Bank's services. In such case, the Bank shall not be liable for the execution of the Payment Order given to the Bank.

18.13. In case of external outgoing Credit Transfers, the Bank shall have fulfilled its obligations arising from the submitted payment document or received order from the moment when, in accordance with these Terms and Conditions and the binding regulations of the Bank of Latvia, the relevant funds transfer has been debited from the Bank's Correspondent Account. The Bank shall not be liable for crediting the amount to the account of the Beneficiary specified in the Order.

18.14. Verification of the Payment Order submitted by the Customer

18.14.1. The Bank verifies the authenticity, completeness, truthfulness and validity of the Payment Order submitted by the Customer. The Bank is only responsible for detecting obvious (without the use of special means) forgeries.

18.14.2. The Customer shall submit to the Bank Payment Orders that are clearly legible, correctly filled in, without alterations or deletions.

18.14.3. The Bank shall not be liable for any loss incurred by the Customer if, in accordance with current banking practice, it is not possible to execute the Payment Order as per the execution method specified by the Customer (standard, urgent, express). The Bank shall not be liable for any losses incurred by the Customer if the Customer has not specified the method of execution in the Payment Order, as well as for cases where the Bank has complied with the requirements in the area of money laundering and prevention and sanctioning of terrorism and proliferation financing.

18.14.4. If the Bank has any doubts about the authenticity of the submitted Payment Order, it has the right to request the Customer to confirm the transaction and not to execute the Customer's order until the confirmation is received. In this case, the Bank shall not be liable for any loss incurred by the Customer due to a delay in the execution of the order specified in the document.

18.14.5. The payment order shall be accepted by an Authorised Officer of the Bank. The signature and stamp of an Authorised Officer of the Bank on a Bank Operation Document shall mean that it has been accepted and approved for execution.

18.15. Credit transfer

18.15.1. The Bank shall make Credit Transfers from the Customer's Account if there are sufficient funds in the Account and the requirements in the area of prevention of money laundering and financing of terrorism and proliferation and sanctions are met. In cases stipulated by the laws and regulations of the Republic of Latvia, the Bank shall carry out additional verification of the Credit Transfer Transaction.

18.15.2. The Bank shall execute the Credit Transfer of funds from the Customer's Account in accordance with the instructions given in the Customer's Payment Order. When the Customer makes a Credit Transfer, regardless of the currency specified in the Payment Order, the Bank shall be entitled to make the Credit Transfer in euro. The Bank shall be entitled to independently, without notifying the Customer, convert the funds in the Customer's account into the euro currency at the exchange rate determined by the Bank at the time of conversion to the extent necessary to effect the

- Credit Transfer. The Bank shall not reimburse the Customer for any expenses, damages or lost profits related to the conversion.
- 18.15.3. The Customer shall specify in the Payment Order the details required for the Credit Transfer in accordance with Clause 18.7. hereof. If the Bank exercises the right under Clause 18.15.2 of these Terms and Conditions to effect a Credit Transfer in Euro, regardless of the currency specified in the Payment Order, the Customer is obliged to provide the Bank with the payment details to effect the Credit Transfer in Euro.
- 18.15.4. If the Customer has not provided all the required details, the Bank shall have the right, but not the obligation, to request additional information from the Customer. If the Bank fails to specify the details of the Payment Order or the Customer fails to provide the information requested by the Bank in Clause 18.15.3, the Bank shall be entitled not to execute the Payment Order.
- 18.15.5. The Bank has the right to independently choose the routing of transfers to the Beneficiary's payment service provider. If the Customer has not indicated the correspondent bank of the Beneficiary's payment service provider in its Payment Order for a transfer in a foreign currency, the Bank has the right to choose the correspondent bank of the Beneficiary's payment service provider without coordinating it with the Customer. If in this case the payment is not executed and the transfer is returned to the Bank, the Bank shall retransfer the returned funds at its own expense. If the repeated transfer is not executed, the amount of the returned transfer, which may be reduced by the Interbank Fees, shall be credited to the Customer's account. In the case of a returned transfer, the Bank will not refund the difference. If the Customer has indicated the correspondent bank of the Beneficiary's Payment Service Provider in its Payment Order for a transfer in a foreign currency and the transfer is returned to the Bank without execution, the Bank shall credit the returned amount to the Customer's Account, which may be reduced by the Interbank Fees, in which case the Bank shall not compensate for the difference.
- 18.15.6. The moment when the Payment Order is received by the Bank shall be deemed to be the moment of acceptance of the Payment Order. If the Payment Order is submitted after the end of the Bank Business Day, the Payment Order shall be deemed accepted on the next Bank Business Day.
- 18.15.7. The Bank shall start processing the Payment Order submitted by the Customer on the day of its acceptance.
- 18.15.8. When processing the Customer's Payment Order, the Bank shall strictly observe the method of payment execution (due date) specified in the Payment Order.
- 18.15.9. If the Customer submits a Payment Order to the Bank specifying a transfer in the euro currency or another national currency of an EU or EEA country and the Beneficiary's payment service provider is located in Latvia, an EU or EEA country, provided that all details of the Beneficiary and the Beneficiary's payment service provider are entered accurately, the transfer shall be credited to the account of the Beneficiary's payment service provider no

- later than the next Bank Business Day after the time of acceptance of the specified Payment Order.
- 18.15.10. If the Customer submits a Payment Order to the Bank specifying a transfer in a foreign currency other than the national currency of an EU or EEA country and the Beneficiary's payment service provider is located in Latvia, an EU or EEA country, provided that all details of the Beneficiary and the Beneficiary's payment service provider are accurately provided, then the execution period of the transfer shall not exceed four (4) Bank Business Days after the time of acceptance of the specified Payment Order.
- 18.15.11. If the Customer submits a Payment Order (in any currency) to the Bank that specifies a Payment Service Provider of the Beneficiary that is located outside the EEA, the Bank shall comply with Clauses 18.15.6 and 18.15.7 and shall, as a best practice, ensure the fastest Credit Transfer to the account of the Payment Service Provider of the Beneficiary as per the execution method (Standard, Urgent, Express) specified by the Customer without any guarantee of execution within the time limit specified by the Customer.
- 18.15.12. The amount of money indicated in the Payment Order, as well as the transfer fee indicated in the Price List, shall be debited from the Customer's account on the day of acceptance of the Payment Order.
- 18.15.13. The transfer is completed when the Credit Transfer sent by the Bank has been accepted by the Beneficiary's payment service provider.
- 18.15.14. If the Customer has submitted several Payment Orders for a total amount exceeding the funds available to the Customer in the Account and the Customer does not request the Bank to execute them in a certain order, the Bank shall be entitled to execute these Payment Orders in a free order at its discretion, however, so that the total amount of payments does not exceed the amount of money in the Customer's Account, executing each of them in full amount.
- 18.15.15. If the Customer has provided all the details required for the transfer and there are sufficient funds in the Account, but the transfer has not reached the Beneficiary's payment service provider in time due to the Bank's fault, the Bank shall be liable in the cases and to the extent provided for in the Payment Services and Electronic Money Law.
- 18.15.16. If transfers are to be made through one or more Intermediary Banks abroad, foreign payment systems, etc., the Bank does not undertake to complete the transfer within any specified time limit.
- 18.15.17. In the event that the Customer's payment is not executed due to the fault of another payment service provider involved in the execution of the payment, the Bank undertakes to take recovery measures at the Customer's request and to return the funds to the Customer immediately upon recovery.
- 18.15.18. All Intermediary, Correspondent and Beneficiary Payment Service Provider fees related to the Credit Transfer shall be borne by the Beneficiary or the Customer, whichever is specified in the Customer's Payment Order:
- 1) if all fees associated with the payment are borne by the Customer/Payer, the Bank sends the payment to the Correspondent Bank or the Beneficiary's payment service provider with the indication "OUR" in the

relevant field of the S.W.I.F.T. message. The payment service provider of the Beneficiary must credit the Beneficiary's account with the full amount of the transfer. The Bank shall not be liable for the failure of the Correspondent Bank, the Intermediary Bank or the Beneficiary's payment service provider to comply with the Bank's instructions or for the transfer not being received in full for reasons beyond the Bank's control. The Bank shall have the right to deduct additional fees from the Customer's Account, without seeking prior approval, in accordance with the fees charged by the Correspondent Bank, the Intermediary Bank and/or the Beneficiary's payment service provider;

- 2) if the Customer indicates in the Payment Order that the Bank's commission is borne by the Payer and all other payment-related commissions (Correspondent Bank, Intermediary Bank and the Beneficiary's payment service provider commission) are borne by the Beneficiary, then the Bank's payment-related commission is borne by the Payer and the Correspondent Bank, Intermediary Bank and the Beneficiary's payment service provider commissions are borne by the Beneficiary. The Bank sends the payment to the Correspondent Bank or the Beneficiary's payment service provider with the indication "SHA" in the relevant field of the S.W.I.F.T message. The payment shall be credited to the account of the Beneficiary by the Beneficiary's payment service provider after any fees, if any, have been deducted from the payment amount.

18.16. **Revocation and correction of a payment order**

- 18.16.1. The Customer is entitled to request the Bank to revoke the Payment Order by submitting an application to the Bank's employee at the Service Facility or via Online Banking.
- 18.16.2. By accepting the Customer's application for cancellation of the Payment Order, the Bank does not guarantee that the funds paid as a result of the Credit Transfer will be returned.
- 18.16.3. The Bank shall deduct from the Customer's Account the Bank's commission fee for cancellation of the Payment Order in accordance with the applicable Price List, as well as the fees of the Beneficiary's Payment Service Provider and/or the Intermediary Banks for cancellation of the Customer's Credit Transfer, if such fees result from the cancellation of the Payment Order.
- 18.16.4. If a Credit Transfer has not yet been sent from the Bank but processing has commenced, the Bank shall take all necessary steps to prevent such Payment Order from being executed.
- 18.16.5. If the Credit Transfer has been executed by the Bank, the Bank shall take the necessary steps to recover the transferred funds and shall, to the best of its ability, contact the Beneficiary/Beneficiary's Payment Service Provider or Intermediary Banks in order to recover the transferred funds.
- 18.16.6. If the funds paid as a result of the Credit Transfer have already been credited to the Beneficiary's Account, the recovery of such funds at the Customer's request may take place only with the consent of the Beneficiary, unless otherwise provided by binding laws and regulations.

- 18.16.7. Upon receipt of the Customer's outstanding Credit Transfer funds from the Beneficiary's Payment Service Provider or Intermediary Bank, the Bank shall credit the funds received to the Customer's Account, which may be reduced by the Beneficiary's Payment Service Provider's and/or Intermediary Bank's fees.
- 18.16.8. The Bank shall not refund to the Customer the fee charged for cancellation of a Payment Order in accordance with the current Price List if the funds paid as a result of the Credit Transfer are not recovered.
- 18.16.9. The Customer may amend the Payment Order by submitting to the Bank an amendment to the Payment Order in accordance with the procedure set out in Clause 18.16.1. For notification of the correction to the Beneficiary's Payment Service Provider or Intermediary Bank, the Bank shall debit the Customer's Account with the Bank's commission fee in accordance with the Price List, as well as the Beneficiary's Payment Service Provider's and/or Intermediary Bank's fees for correction of the Customer's Credit Transfers, if such fees result from the correction of the Payment Order.
- 18.17. Execution of an incoming Credit Transfer**
- 18.17.1. The Bank shall execute the crediting of funds from an incoming Credit Transfer to the Customer's Account in accordance with the instructions given in the incoming Credit Transfer, provided that the requirements in the area of money laundering and the prevention and sanctioning of the financing of terrorism and proliferation have been met.
- 18.17.2. The Bank shall have the right to suspend the crediting of incoming Credit Transfer funds to the Customer's account for the time necessary for obtaining and assessing information and documents, complying with regulatory requirements in the areas of money laundering and the prevention of the financing of terrorism and proliferation.
- 18.17.3. The incoming transfer must contain the Customer's IBAN standard account number, containing 21 characters and beginning with "LV", and the Customer's name: for a natural person - name, surname, for a legal person - name.
- 18.17.4. The Bank shall also be entitled to credit funds to the Customer solely on the basis of the Customer's account number indicated in the Payment Order, also in cases where the name of the Beneficiary indicated in the Payment Order does not correspond to the Customer's account number. The Account Number provided in the Payment Order shall be considered as the Unique Identifier for the execution of the Payment Order.
- 18.17.5. External incoming transfers in euro and other national currencies of EU and EEA countries from the Payer's payment service providers in EU and EEA countries shall be credited to the Customer's Account on the Bank Business Day on which they are received in the Bank Account, or the next Bank Business Day if received on a day which is not a Bank Business Day.
- 18.17.6. External Incoming Transfers, other than those referred to in Clause 18.17.5., shall be credited to the Customer's Account on the day of receipt of the statement of account of the relevant correspondent bank, if it is a Business

Day of the Bank, or the next Business Day of the Bank, if the day of receipt of the statement is not a Business Day of the Bank.

- 18.17.7. The Bank shall be entitled to debit from the Customer's Account, without seeking prior approval, funds that have been erroneously (without legal justification) credited to the Account. In the event that there are insufficient funds in the Account to write off amounts erroneously credited, the Customer undertakes to replenish the Account immediately upon the Bank's request in the amount of the amount erroneously credited.

18.18. **Regular payment**

- 18.18.1. In order to obtain the Regular Payment Service, the Customer shall submit to the Bank a completed Regular Payment Order Form containing an instruction to the Bank to make a specific Credit Transfer at regular intervals or on predetermined dates and to be executed by the Bank without a separate Payment Order from the Customer, provided that the requirements in the area of prevention and sanction of money laundering and financing of terrorism and proliferation have been met.
- 18.18.2. The Customer shall submit a completed Regular Payment Order at the Service Facility or via Online Banking, providing at least the following information:
- 18.18.2.1. Regular payment order number;
 - 18.18.2.2. Date of issue of the regular payment order;
 - 18.18.2.3. Account number and currency of the regular payment;
 - 18.18.2.4. The Payer's unique registration number - for a legal entity - or personal identification number or Personal identity document details - for a natural person;
 - 18.18.2.5. Details of the Beneficiary of the regular payment;
 - 18.18.2.6. The purpose of the regular payment;
 - 18.18.2.7. Type of regular payment condition (date and frequency or account balance);
 - 18.18.2.8. Amount, balance, currency (fixed or variable) of the regular payment;
 - 18.18.2.9. Period of validity of a regular payment order;
 - 18.18.2.10. Customer's handwritten signature and/or stamp, or confirmation provided by the Authentication Tool if the Regular Payment Order is submitted to the Bank via Online Banking.
- 18.18.3. If there are insufficient funds in the currency specified in the Regular Payment Order to execute the Regular Payment, the Bank shall, upon execution of such order, convert any currency in the Customer's Account at the non-cash exchange rate quoted by the Bank on the date of execution of the payment.
- 18.18.4. The bank will not execute a regular payment if:
- 18.18.4.1. The regular payment order is not completed in accordance with the Bank's requirements and does not contain all the required information;
 - 18.18.4.2. There are insufficient funds in the account to meet the regular payment and to pay the Bank's fee for the service provided;

- 18.18.4.3. The Account shall be suspended in the cases provided for in the laws and regulations in force in the Republic of Latvia or in other cases provided for in the agreements concluded between the Bank and the Customer.
- 18.18.5. Each outstanding Regular Payment shall be cancelled on the 11th (eleventh) calendar day following the Regular Payment Due Date specified in the Regular Payment Order.
- 18.18.6. The Bank shall not be liable for the accuracy of the Beneficiary's details provided in the Regular Payment Order.
- 18.18.7. The Bank shall not be liable for any loss suffered by the Customer or the Beneficiary if a Regular Payment is not made in the cases referred to in Clause 18.18.4.
- 18.18.8. If the Regular Payment Order does not specify a due date for the Regular Payment, the Regular Payment Order shall be deemed to have been submitted for an indefinite period until revoked in writing.
- 18.18.9. The Customer shall have the right to submit a cancellation of a Regular Payment Order in accordance with the procedure established by the Bank. The Regular Payment will be terminated on the maturity date or the date of withdrawal of the Regular Payment Service.
- 18.18.10. The Bank has the right to terminate the regular payment service without prior notice if:
 - 18.18.10.1. The Account is suspended in the cases provided for by the laws and regulations or in other cases specified in the agreements concluded between the Bank and the Customer;
 - 18.18.10.2. Regular payments are not made for reasons beyond the Bank's control 10 (ten) times in a row.

19. CASH WITHDRAWAL AND DEPOSIT TERMS AND CONDITIONS

- 19.1. The Regulations set out the procedure for cash transactions in the Bank, taking into account the limits and deadlines set out in the Price List. When paying cash funds to the Customer, the Bank shall be entitled to make the payment in euro regardless of the currency held in the Customer's Account. The Bank shall also be entitled to independently, without notifying the Customer, convert the funds in the Customer's Account into the euro currency at the exchange rate determined by the Bank at the time of conversion in the amount required for the disbursement. The Bank shall not reimburse the Customer for any expenses, damages or lost profits related to the conversion.
- 19.2. Cash withdrawals from the Customer's Account shall be made only on demand within the free balance. The request may be made orally at the Service Facility or electronically via Online Banking on the basis of a cash withdrawal request.
- 19.3. The Customer or the Customer's representative is entitled to receive cash upon verbal request at the Service Facility, upon presentation of an identity document.
- 19.4. Cash withdrawals are made only after identification of Customers and if the requirements in the area of money laundering and the prevention and sanctioning of terrorism and proliferation financing are met.

- 19.5. When making a cash withdrawal, an employee of the Bank prepares and issues the requested amount of money, verifying its accuracy in the presence of the Customer. The Customer is obliged to verify the correctness of the amount received in the presence of an employee of the Bank. The Bank shall not be liable if the Customer fails to carry out the above verification.
- 19.6. In order to receive cash in the amount exceeding the amount specified in the Price List, section "Cash Operations", the Customer is obliged to apply to the Bank 2 (two) days in advance for the amount of cash required by personally submitting a written application to the Bank or by submitting an application via Online Banking. If the Customer has requested and subsequently refused to receive the amount requested, the Bank shall be entitled to deduct from any of the Customer's Accounts, without seeking a prior approval, a fee for the cash withdrawal service in accordance with the Price List.
- 19.7. To request a cash withdrawal via Online Banking, the Customer shall fill in the form "Cash Withdrawal Order". The validity period of the submitted request is 3 (three) Bank Business Days, including the date of submission.
- 19.8. The written request for a cash payment must include at least the following:
- 19.8.1. Name and surname of the Customer or, for legal persons, the name of the company;
 - 19.8.2. the account number from which the cash withdrawal will be made and the fee charged in accordance with the Price List;
 - 19.8.3. amount and currency;
 - 19.8.4. date of receipt of money;
 - 19.8.5. place of receipt of money;
 - 19.8.6. if the cash payment is received by another person, the recipient's name, surname, personal identification number (for residents), date of birth (for non-residents) passport number, place and date of issue of the passport;
 - 19.8.7. justification for cash withdrawals
 - 19.8.8. Customer's signature and stamp (if any) on the request submitted to the Bank;
 - 19.8.9. the date of the request;
 - 19.8.10. The Bank shall only make a withdrawal to the person specified in the Cash Withdrawal Request.
- 19.9. A spending warrant issued by a Bank employee is a document evidencing the withdrawal of cash from the Customer's Account.
- 19.10. Any person may deposit cash into an Account, Card Account or other deposit account, subject to the requirements of these Terms and Conditions for the identification of Customers and the requirements of the prevention and sanctioning of money laundering and the financing of terrorism and proliferation.
- 19.11. When depositing cash into an Account, a person must state the name of the Account holder, the Account number, the amount to be deposited and the currency.
- 19.12. A Bank employee checks the amount of money to be deposited in the presence of the Customer and verifies that the money does not show signs of counterfeiting. The verification is carried out in the presence of the Customer in such a way that the Customer can see the entire process of verification and counting.
- 19.13. A Bank employee issues the Customer with a receipt warrant for signature - a document evidencing the cash deposit.

- 19.14. If signs of counterfeit cash are detected, an employee of the Bank shall seize such cash and draw up a report according to the procedure set out by the Bank for onward transmission to the relevant public authorities.
- 19.15. The Bank may refuse to execute cash transactions in certain denominations and currencies.

20. CURRENCY CONVERSION TERMS AND CONDITIONS

- 20.1. The Bank shall execute Currency Exchange Transactions in currencies specified in the Bank's Currency List if the Customer has complied with the requirements of anti-money laundering and anti-terrorism and proliferation financing and sanctions. The list of currencies and the exchange rate applied by the Bank for the execution of foreign exchange transactions is available on the Bank's website www.industra.finance. The Bank is entitled to make changes to the list of currencies at any time. The Bank shall only execute conversion transactions in other currencies if agreed with the Customer.
- 20.2. The Customer may submit a Currency Conversion Application via Online Banking, Mobile App or in person at a Service Facility.
- 20.3. Upon receipt of the Customer's Currency Conversion Application, if the Customer has provided sufficient funds in his/her Account or has deposited sufficient funds in cash at the Bank's cash desk, the Bank shall execute it at the Bank's exchange rate.
- 20.4. The Customer may enter into a Currency Exchange Transaction with the Bank using the means of communication permitted by the Parties and by negotiating with the Bank the material terms of the Currency Exchange Transaction:
- 20.4.1. the sum of the currency bought and sold;
 - 20.4.2. exchange rate;
 - 20.4.3. date of execution;
 - 20.4.4. the amount of collateral (for TOMORROW, SPOT, FORWARD transactions).
- 20.5. The Customer shall not have the right to withdraw from the concluded Exchange Transactions. The Bank shall have the right to refuse to enter into an Exchange Transaction in the cases referred to in Clause 20.9 of the Terms and Conditions.
- 20.6. The Customer is obliged to send the Bank a confirmation of the conclusion of the Currency Exchange Transaction by submitting to the Bank a Currency Conversion Application, specifying all material terms of the transaction, via Online Banking or Mobile App (only at the Bank's standard rate) or by submitting the signed Currency Conversion Application in paper form. Failure to send a confirmation shall not relieve the Customer from its obligations under the concluded Currency Exchange Transaction. The Bank shall have the right to execute a Currency Exchange Transaction on the basis of telephone records or other records or protocols of other means of communication permitted by the Bank confirming the conclusion of the transaction.
- 20.7. The Customer agrees that recordings of conversations made using means of communication approved by the Bank and the Customer and transcripts of minutes may be used as evidence in the resolution of disputes. The Customer agrees that the Bank shall unilaterally choose the technical means for recording such conversations.
- 20.8. The Customer is obliged to secure the Collateral Amount in its Account in accordance with the terms of the concluded Currency Exchange Transaction, if any.
- 20.9. The Customer is obliged to ensure that the relevant amount of currency is in the Account on the Valuation Date in accordance with the terms of the Currency

Transaction. In the event that the amount of Collateral in the Customer's Account is insufficient in accordance with the terms of the concluded Currency Exchange Transaction or the Customer fails to fulfil its obligations towards the Bank, including the Bank's requirement to provide an additional amount of Collateral, the Bank shall have the right at its sole discretion:

20.9.1. to effect a reverse Currency Exchange Transaction on the Customer's Account using the Bank's current exchange rate and to effect a Reciprocal Netting, without seeking a prior permission;

20.9.2. to cancel the Currency Exchange Transaction.

- 20.10. The Bank shall have the right at any time to request from the Customer an additional amount of Collateral and to block the required amount of Collateral in any of the Customer's Accounts with the Bank or otherwise to pledge or dispose of it in favour of the Bank if, in the opinion of the Bank, the current amount of Collateral is insufficient to meet the Customer's obligations or potential obligations under the concluded Currency Exchange Transaction. The Customer is obliged to provide the required amount of Collateral to its Account in accordance with the Bank's requirements.
- 20.11. The Bank shall have the right to net all the Customer's Currency Exchange Transactions and debit/credit the Reciprocal Netting result from/to the Customer's Account(s) without seeking a prior permission.
- 20.12. The Customer shall have the right to request the Bank to postpone the Valuation Date of a Currency Exchange Transaction. The Bank has the right to charge a fee for changing the Valuation Date, subject to agreement with the Customer on the amount of the fee. The fee is debited from the Customer's Account based on the Customer's request accepted by the Bank.
- 20.13. The Bank shall be entitled to refuse the Customer to conclude a Currency Exchange Transaction without explaining the reason for such refusal.
- 20.14. The Bank shall be entitled to unilaterally determine and at any time change the minimum and/or maximum amounts of a Currency Exchange Transaction and to refuse to conclude a Currency Exchange Transaction with the Customer if the amount specified in the Transaction does not comply with the said amount limit.

21. ESCROW ACCOUNT TERMS AND CONDITIONS

- 21.1. The Terms and Conditions shall determine the procedure for opening, servicing and closing an Escrow Account with the Bank.
- 21.2. The conclusion of the Escrow Account Agreement between the Bank, the Customer and the Third Party is conditional upon the opening of an Account with the Bank in the Customer's name and compliance with the requirements in the area of prevention and sanctions against money laundering and the financing of terrorism and proliferation, including the identification of the Third Party's representative by an Authorised Officer of the Bank in person.
- 21.3. For the purpose of concluding the Escrow Account Agreement and opening and servicing the Escrow Account, the Customer shall submit the following information and documents to the Bank:
- 21.3.1. information on what obligations are discharged using the Escrow Account (if necessary, the Bank shall request the Customer to provide written explanations);

- 21.3.2. documents (or drafts thereof) evidencing the contractual obligations for the performance of which the Escrow Account is opened;
- 21.3.3. Third party identification documents.
- 21.4. Upon receipt and approval of all required information, the Bank shall prepare a draft Escrow Account Agreement containing the following information:
 - 21.4.1. Place and date of conclusion of the agreement;
 - 21.4.2. Identification data of the Bank, the Customer and the Third Party;
 - 21.4.3. Escrow account number;
 - 21.4.4. the amount of funds to be credited to the Escrow Account;
 - 21.4.5. the date by which funds must be credited to the Escrow Account;
 - 21.4.6. the documents to be submitted and the procedure for the withdrawal of funds from the Escrow Account;
 - 21.4.7. amount of bank fees;
 - 21.4.8. if separately agreed, the rate of interest to be charged on the balance in the Escrow Account;
 - 21.4.9. duration of agreement;
 - 21.4.10. signatures of representatives of the Bank, the Customer and the Third Party;
 - 21.4.11. other information in accordance with the terms of the Transaction.
- 21.5. The Escrow Account Agreement contains a provision that the Bank shall not be liable for any default by the Customer and the Third Party.
- 21.6. The Bank shall agree the draft Escrow Account Agreement with the Customer and the Third Party and/or their representatives before signing it.
- 21.7. The Customer and the Third Party shall sign the Escrow Account Agreement in the presence of an Authorised Officer of the Bank or by secure electronic signatures. The Customer and the Third Party are identified and verified in accordance with these Terms and Conditions.
- 21.8. The Bank shall charge interest on the balance in the Escrow Account only if provided for in the Escrow Account Agreement.
- 21.9. The Bank shall, in accordance with the terms of the Escrow Account Agreement, prepare a statement (or an Account statement, if agreed by the Customer and the Third Party) of the amount credited to the Escrow Account, the date of crediting and the Bank's fee withheld.
- 21.10. The Escrow Account Agreement may be extended or amended at the request of the Customer and the Third Party. The agreement on extension or amendment of the Escrow Account Agreement shall be drawn up by the Bank and signed by all parties to the Escrow Account Agreement.
- 21.11. The funds in the Escrow Account are blocked, i.e. no debits are allowed on the Escrow Account.
- 21.12. Withdrawal of funds from the Escrow Account shall be made in accordance with the terms of the Escrow Account Agreement upon presentation to the Bank of the original documents specified in the Escrow Account Agreement, unless otherwise specified in the Escrow Account Agreement.
- 21.13. The Bank shall check the form and content of the submitted documents for compliance with the terms of the Escrow Account Agreement. The Bank shall not be liable for any loss suffered by the Customer or a Third Party as a result of fraud or other acts.
- 21.14. The original documents shall be delivered to the Customer or the Third Party, after being copied to the Bank, unless the Escrow Account Agreement provides otherwise.
- 21.15. If the documents submitted do not comply with the terms of the Escrow Account Agreement, the Bank shall inform the submitter thereof, pointing out the deficiencies.

21.16. After the maturity date specified in the Escrow Account Agreement, the funds creditor shall have the right to withdraw all remaining funds from the Escrow Account, excluding any commission due to the Bank, in an uncontested manner. In this case, any funds remaining in the Escrow Account shall be paid to the funds creditor in accordance with the procedures set out in the Escrow Account Agreement. The Bank shall close the Escrow Account after all funds have been withdrawn from the Escrow Account.

22. LETTER OF CREDIT SERVICE TERMS AND CONDITIONS

22.1. The Terms and Conditions set out the procedures for the servicing of Letters of Credit by the Bank. The Bank services Letters of Credit in accordance with these Terms and Conditions and UCP 600.

22.2. The issuance of a Letter of Credit is conditional upon the opening of an Account with the Bank in the name of the Customer and compliance with the requirements in the area of prevention of money laundering and financing of terrorism and proliferation and sanctions.

22.3. The Letter of Credit is a separate transaction between the Bank and the Customer and the Bank is not bound by the Sale and Purchase Agreement between the buyer and the seller.

22.4. The Bank shall identify the Customer or the Customer's representative. The Bank has the right to request additional documents and to take other actions to verify the Customer's identity.

22.5. The Bank shall be entitled to deduct from the Customer's Account the fees for services rendered and costs incurred by the Bank in connection with the opening and servicing of a Letter of Credit in accordance with the Price List.

22.6. The Customer is obliged to ensure that the Account has sufficient cash balance to cover the Letter of Credit Service Fee and the Bank's expenses related to the Letter of Credit Service. The Customer shall bear any costs incurred by the Bank in connection with the servicing of the Letter of Credit, including postage, telecommunications, courier and other costs.

22.7. The Customer is obliged to produce and submit all documents requested by the Bank's representative and/or copies of documents notarised or certified by the Bank.

22.8. The Customer is obliged to notify the Bank immediately of any change in the Customer's name, legal address, address for sending correspondence or changes in the authorisations.

22.9. The Customer is obliged to immediately inform the Bank of any problems related to the servicing of the Letter of Credit.

22.10. The Customer shall indemnify the Bank against all losses incurred by the Bank as a result of untimely, incorrect or incomplete information provided by the Customer.

22.11. The Bank shall not be liable for any errors, settlement delays, inaccuracies or other omissions resulting from the Customer's submission of incomplete or incorrectly completed documents.

22.12. The Bank shall not be liable for circumstances beyond the Bank's will and control. The Bank shall not be liable for any losses resulting from force majeure.

22.13. The Bank shall not be liable for any losses incurred by the Customer and Third Parties as a result of untimely, false or incomplete information provided by the Customer.

- 22.14. The Bank is not responsible for the form, completeness, accuracy, authenticity or legal effect of the documents submitted under the Letter of Credit.
- 22.15. The Bank shall not be liable for any delay and/or loss in transit of documents, letters and notices transmitted under the Credit Letter, as well as for any misrepresentations and other errors resulting from the transmission of telecommunication notices.
- 22.16. The Bank has the right to refuse to notify the Customer of a Letter of Credit or to service a Letter of Credit received from another bank without explaining the reason.
- 22.17. Upon receipt of a notice from the Bank of the Buyer to open (or amend) an Export Letter of Credit in favour of the Customer (Beneficiary), the Bank shall notify the Customer thereof in accordance with the procedure set out by the Bank.
- 22.18. The Bank shall send the notification together with a copy of the received Credit Letter to the Customer through the communication channels established by the Bank and the Customer, as agreed between the Parties, or deliver it in person upon the Customer's arrival at the Service Facility.
- 22.19. In the event that the Customer disagrees with the terms of the Letter of Credit, the Customer shall contact its counterparty, the Buyer, to have the terms of the Letter of Credit amended accordingly. If the Customer does not agree to the terms of the Letter of Credit and does not wish to receive amendments thereto, he/she shall submit and send to Online Banking or by electronic signature a free-form instruction refusing to accept the Export Letter of Credit.
- 22.20. If the terms of the Letter of Credit are fully enforceable, the Customer shall export the goods and submit to the Bank the documents specified in the Letter of Credit.
- 22.21. Documents not paid for and returned under the Export Letter of Credit shall be forwarded to the Customer with a cover letter.

23. PAYMENT CARD TERMS AND CONDITIONS

- 23.1. These Terms and Conditions set out the terms and conditions for the issuance and use of Cards, which are governed by the [MasterCard International](#) Terms and Conditions according to the type of Card. In order to be eligible for a Card, the Customer or the Card User designated by him/her must submit an application for a Card and comply with the requirements of the Anti-Money Laundering, Anti-Terrorism and Proliferation Financing and Sanctions.
- 23.2. The Card User designated by the Customer may be an adult or a minor who has reached the age of 6 years.
- 23.3. The Bank shall make a decision on the issuance of the Card within 10 (ten) Bank Business Days after receipt of the application. From the moment of the Card's production, the Bank and the Customer shall be deemed to have entered into an agreement for the issuance and servicing of the Card and the MasterCard International Terms and Conditions referred to in Clause 23.1 of these Terms and Conditions.
- 23.4. The Customer shall be responsible for the fulfilment of the obligations under the Agreement and compliance with the requirements referred to in Clause 23.1 of the Terms and Conditions, and shall assume full financial responsibility for the Transactions made by Card Users, and undertake to notify the Bank of any changes affecting the information provided in the application.
- 23.5. Entering the PIN code of the Card or performing deliberate and sequential actions (e.g. entering name, card number, expiry date, CVV2/CVC2 code (certain digits on the back

of the Card) on a website) or attaching or bringing the Card close to a device that allows processing of Card data with or without entering the PIN code is equivalent to the Card User signing the Transaction Confirmation. If a PIN code or the deliberate and sequential actions listed above are used to enter Card Data, they must be used in strict compliance with all instructions of the relevant bank's ATM, payment card terminal or other electronic platforms.

- 23.6. Commission and any other payments for services related to the Card Account and the Card shall be made by the Customer in accordance with the Price List and other rules, decisions, orders, instructions issued by the Bank.
- 23.7. Card production deadlines:
- 23.7.1. Expedited procedure - in Riga - within one (1) Bank Business Day, excluding the day of receipt of the application;
 - 23.7.2. normal procedure - in Riga - four (4) Bank Business Days, excluding the day of receipt of the application, outside Riga - ten (10) Bank Business Days, excluding the day of receipt of the application.
- 23.8. The delivery time of the Card depends on the delivery method chosen by the Customer and the delivery terms of the delivery service provider.
- 23.9. Only the Card User is entitled to receive the Card in person. Receipt of the Card on behalf of the Card User by a person other than the Card User is not permitted.

23.10. **Use of the Card and Card Account**

- 23.10.1. The Card is the property of the Bank and the Customer or the Card User is obliged to surrender it to the Bank immediately upon the Bank's first request.
- 23.10.2. The Card may be used by the person whose name and signature (if applicable) appear on the Card.
- 23.10.3. Obligations of the Customer and the Card User:
 - 23.10.3.1. if a signature field is provided on the Card, sign the Card immediately upon receipt in the space provided for the specimen signature;
 - 23.10.3.2. not to disclose the PIN or any other information about the Customer, the Contract or the Card and other related documents to any other person;
 - 23.10.3.3. notify the Bank immediately if the Card is lost, stolen or if the PIN code or Card number has become or may become known to another person;
 - 23.10.3.4. not to exceed the Expenditure Limit;
 - 23.10.3.5. not to use the Card after its expiry date;
 - 23.10.3.6. sign the Operation Documents (if any), having first ascertained that the amount in such documents corresponds to the actual amount;
 - 23.10.3.7. not to sign a document confirming the Operation if the amount of the Operation is not known;
 - 23.10.3.8. not to exceed the Authorised Credit;
 - 23.10.3.9. to require at the point of sale that the Card transaction is carried out in the presence and in front of the Customer (except for online transactions);
 - 23.10.3.10. keep track of the Card's expiry date and, when it is about to expire, contact the Bank to obtain a Card with a renewed expiry date.

- 23.10.3.11. keep the Card in safe custody and prevent it from being disclosed to third parties;
- 23.10.3.12. not to make the Card, the Card number and other information available to other persons if it is not directly necessary for the execution of the Operation;
- 23.10.3.13. protect the Card from high temperatures, electromagnetic fields and mechanical damage;
- 23.10.3.14. when opening the PIN envelope, memorise the PIN code and destroy the PIN envelope and its contents without retaining any evidence of the PIN code;
- 23.10.3.15. present an identity document at the Card Acceptance Point when performing Operations, upon the Card Acceptor's request, unless the Card User is under 15 years of age and the Card User has not been issued with an identity document;
- 23.10.3.16. not to use the Card if instructed to do so by the Bank;
- 23.10.3.17. surrender to the Bank, at the Bank's request, Cards that are not valid for Operations;
- 23.10.3.18. not to take any action that results in any of the Card details (number, expiry date, PIN, etc.) being converted into electronic form and sent, transmitted, uploaded or entered, directly or indirectly, into any system, unless it is directly necessary for the execution of the Transaction;
- 23.10.3.19. not activate the Card in Online Banking or the Mobile App if the Customer or Card User has not received the Card in his/her possession or if there is a possibility that the Card PIN or other means of Identification have been obtained by a third party;
- 23.10.3.20. The Customer is responsible for the activation of a previously suspended Card and for the Card Operations carried out after the activation of a previously suspended Card.
- 23.10.4. The Card User is fully responsible for all Operations made with the Card.
- 23.10.5. The Customer is responsible for providing the Bank with true and accurate information about the Card User and for familiarising Card User with these Terms and Conditions.
- 23.10.6. In the event of the Customer's insolvency, all Card Users shall be jointly and severally liable for the performance of their obligations to the Bank.
- 23.10.7. The Customer confirms that he/she is the Beneficial Owner of the funds and that the source of the funds credited to the Card Account is legitimate. The Customer undertakes:
 - 23.10.7.1. not to use the services provided by the Bank for any unlawful purpose;
 - 23.10.7.2. not to engage in any activity/operation aimed at the laundering of proceeds of crime or illicit activities;
 - 23.10.7.3. Receive and use the card in your own interests, and not on behalf of another person with the aim of hiding their identity.
- 23.10.8. The Bank has the right to set limits on the amount of a single Operation.

- 23.10.9. The Bank shall debit the Card Account for all expenses, liabilities and losses incurred in connection with the issuance and use of the Card and for other payments under this Agreement.
- 23.10.10. The Bank shall credit the Card Account in accordance with the deposits made to the Account by the Customer, the Card User or any other person.
- 23.10.11. The Bank shall have the right to refuse to debit or credit the Card Account without notifying the Customer if the Bank suspects that the Card has been used for money laundering, financing of terrorism and proliferation or violation of sanctions. If the Customer's Card Account regularly accumulates a negative balance as a result of a conversion difference or as a result of a fee write-off, the Bank shall be entitled to set a minimum balance limit to be maintained on the Card Account.
- 23.10.12. If within 2 (two) months after the minimum balance limit has been set, the Card Account does not have a negative balance due to a conversion difference or a fee write-off, the Bank shall cancel the limit with the right to reinstate it if the negative balance reoccurs.
- 23.10.13. The minimum balance limit set by the Bank to be maintained on the Card Account at the time of Card closure is cancelled.
- 23.10.14. A new, renewed or replaced Card shall be activated by the Customer or Card User via Internet Banking, Mobile App or other means offered and provided by the Bank. By activating the Card via Online Banking, Mobile App or any other means offered and provided by the Bank, the Customer or Card User confirms that, prior to activation of the Card, he/she has received the Card and its PIN in his/her possession in an unopened, undamaged envelope.
- 23.10.15. The Customer has the right to change certain functionality of the Card (including enabling/disabling the Card's contactless payment functionality, changing certain Operation limits within the established Operation limits, allowing/not allowing Internet Transactions, etc.) Online Banking, via the Mobile App or in any other way offered and provided by the Bank.
- 23.10.16. In order for the Card User to make payments with the Card via the Internet, the Bank has the right to request the registration of the Card in the Online Banking or Mobile App for the purpose of making Operations.
- 23.10.17. The Card has contactless payment functionality. To use it, the contactless payment functionality must be switched on and can be changed in Online Banking or the Mobile App. The contactless payment option is activated after the first Operation confirmed with a PIN code.
- 23.10.18. The Customer is entitled to have one Card of a specific type issued in the name of one Card User for one account. If a new Card of a specific type is activated, the Bank has the right to close the previous Card of the same type, provided that it is linked to the same account and is in the name of the same Card User.
- 23.10.19. The Card User is also bound by the terms and conditions of the service providers to which he/she has linked the Card. The same applies to payment terms for goods and services, such as subscription fees, agreed between the Card User and a service provider, e.g. an online shop, hotel, etc.

- 23.10.20. In order to link the Card to an electronic wallet (e-wallet), the Card User must read and agree to the terms and conditions of the relevant e-wallet service provider.
- 23.10.21. Digitised Cards created in e-wallets and electronic environments of service providers shall be valid for payments until the Card User deactivates or blocks the Card from being linked to the respective e-wallet or electronic environment of the service provider, or until the Card is closed. Activation of a replacement Card or a Card issued after the expiry date of a previous Card shall not interrupt the validity of previously created digitised Cards.
- 23.10.22. If the Customer denies that he/she has authorised an already executed Operation, the detection of the physical use of the Card for an Operation or the use of the Authentication Tool shall serve as evidence that the Card User has authorised the Operation or that the Card User has acted unlawfully or intentionally (wilfully) or grossly negligently failed to comply with his/her obligations regarding the use and storage of the Card and/or Authentication Tools.
- 23.10.23. If the Card User or the Customer has made an unlawful use of the Card and/or has used the Card in a manner inconsistent with the Contract, the Customer shall be fully liable for all obligations arising from the use of the Card, regardless of whether the Card User has notified the Bank of the loss, disappearance or unauthorised Operation of the Card.

23.11. **Card account statement**

- 23.11.1. The Customer can obtain a statement of the Card account statement at a Service Facility or view the account statement via Online Banking and the Mobile App. Failure to receive a statement shall not exempt the Customer from the performance of its obligations.
- 23.11.2. The statement reflects all Operation made with the Card, including payments to the Bank.
- 23.11.3. In the event that the Bank has not received any claims from the Customer or the Card User in relation to the Operations reflected in the statement within 60 (sixty) days from the date of the performed Operation, the Bank shall not accept any further claims and objections regarding the disputed Operation.

23.12. **Payments**

- 23.12.1. The Customer must pay for the use of the Authorized Credit Limit in accordance with the Price List.
- 23.12.2. The Bank shall deduct the charges related to the opening of the Card Account, issuance and servicing of the Card, as well as the losses caused to the Bank by the Customer and Card Users from the Card Account, as well as from the Customer's other accounts with the Bank in accordance with the Price List.
- 23.12.3. The Bank shall calculate the interest income on the use of the credit from the date on which the Customer has executed the Transaction using the credit funds until the date of repayment of the credit.

- 23.12.4. For the entire period that the Customer's Card Account is in arrears, the Bank shall be entitled to withhold interest income from the used Authorised Credit Limit as well as by creating an overdraft on the Customer's Card Account.
- 23.12.5. The Customer's liabilities to the Bank in excess of the Authorised Credit Limit must be repaid by the Customer immediately without special notice from the Bank.
- 23.12.6. If the Customer fails to pay the amount of the liability as stated in the Card Account statement, the Bank shall be entitled to use Collateral or initiate legal proceedings to discharge the debt on the Customer's Card Account. The Bank has the right to suspend the Card and close the Authorised Credit Limit. The Bank shall be entitled to withhold funds from any other account of the Customer with the Bank for the purpose of settling outstanding debt obligations
- 23.12.7. If the debt is covered by the Bank from the Collateral, the Card shall be suspended and the Bank shall decide on the further use of the Card after the Collateral has been restored.
- 23.12.8. If the Card is issued to the Customer without the Authorised Credit Limit and a debt has been incurred on the Card Account, the Customer is obliged to cancel the debt immediately by paying interest on the debt.

23.13. **Collateral. Authorized Credit Limit**

- 23.13.1. The Collateral for the performance of the Customer's obligations may be:
 - 23.13.1.1. Customer's funds in the Account;
 - 23.13.1.2. a guarantee from a natural or legal person accepted by the bank;
 - 23.13.1.3. other Collateral offered by the Customer and acceptable to the Bank.
- 23.13.2. If the Customer specifies in the application the funds in his Account as Collateral, the application shall be deemed to be the Customer's instruction to the Bank to block (not to transfer or disburse) the funds in this Account in the amount specified in the application until the obligations have been fulfilled in full. Such an assignment is a contractual commitment of the Customer within the meaning of the Financial Collateral Law and is therefore not unilaterally revocable.
- 23.13.3. The amount of authorized credit limit is determined by the Bank taking into account the Customer's ability to pay and the Collateral.
- 23.13.4. The authorised credit limit for the Card Account is granted for the duration of the Card's validity period.
- 23.13.5. It is the Customer's responsibility to repay the amount of credit used as shown on the Card account statement on time.

23.14. **Safety requirements and responsibilities**

- 23.14.1. The Customer authorised to use the Card as a payment instrument undertakes to use it in accordance with the relevant Terms of Service and in compliance with the applicable laws and regulations.
- 23.14.2. As soon as it becomes known that the Card has been lost, stolen or misappropriated, or its unauthorised use has taken place, or the PIN code or other card data have become known to another person, the Card must be

blocked immediately via Online Banking or the mobile app, or the Bank must be informed (during business hours) by phone +37167019393 or Online Banking, or "Worldline Latvia" SIA must be notified by phone +37167092555 (24 hours a day) for the Card to be suspended. If the Customer and/or the Card User cannot provide the Card number or any other clarifying information upon notification, all of the Customer's Cards will be blocked.

- 23.14.3. The Customer is obliged to take the necessary measures to keep the Card's personalised security features (including Identification Features) secure.
- 23.14.4. The Customer shall be liable for each Card Operation that has been confirmed with a correct PIN or Authentication Tool and that has occurred by the time of notification to the Bank or "Worldline Latvia" LLC as set out in Section 23.14.2 of these Terms and Conditions.
- 23.14.5. The Bank has the right to block the Card if it has information that the Card has been stolen, lost or there is reasonable doubt that the personalised security features of the Card have become known to other persons and have been/may be used by other persons for unauthorised payments or illegal transactions, a possible or actual threat from other persons or other circumstances.
- 23.14.6. Unless there are important obstacles, the Bank shall, upon the Customer's application, reactivate the Card or replace it with a new Card as soon as there are no longer grounds for blocking it.
- 23.14.7. The Bank shall not be liable for the Third Party's refusal to accept the Card for payment, as well as for the quality of goods and services obtained with the Card.
- 23.14.8. The Bank is not responsible for limits and restrictions imposed by a Third Party (e.g. merchant or ATM limits) which may prejudice the interests of the Customer or the Card User.
- 23.14.9. The Customer undertakes to provide the Bank with all information necessary to investigate the loss/theft of the Card, if necessary.

23.15. **Card transaction complaints**

- 23.15.1. In case of non-receipt of goods or services, the Customer shall have the opportunity to submit a Card Operation complaint to the Bank no later than within 60 (sixty) days from the date of booking of the Transaction.
- 23.15.2. For Card Transaction complaints, the Customer must use a special application form available at the Bank, Online Banking.
- 23.15.3. The Bank shall implement the complaint procedure within 45 (forty-five) Bank Business Days of receipt of the complaint in accordance with the Mastercard International Terms and Conditions.
- 23.15.4. If the Bank determines that the claim submitted by the Customer is not justified, the Bank shall be entitled to apply a fee corresponding to the actual cost of processing the Operation supporting documents required for the investigation.

23.16. **Validity period of the card**

- 23.16.1. The validity period of the Card is indicated on the Card. The card is valid until the last calendar day of the month indicated (inclusive).

23.16.2. If no application for closure of the Card Account is received from the Customer during the last month of the Card's validity and if the Customer and Card Users have not breached the Agreement, the Card shall be automatically reinstated subject to a fee in accordance with the Price List.

23.17. Duration of the agreement for issuing and servicing the payment card

23.17.1. The agreement is concluded for an indefinite period and shall remain in force until the obligations arising therefrom have been fulfilled in full.

23.17.2. Termination of the agreement shall take effect when the last Card Operation is debited from the Card Account, but not earlier than 40 (forty) days after written notice by either Party of its intention to terminate the Agreement.

23.17.3. The Bank has the right to unilaterally terminate the agreement and close the Card Account if the Customer and/or the Card User fails to comply with the terms of the Agreement. In this case, the Customer must immediately return the issued Cards upon the Bank's request.

23.17.4. The Bank shall have the right to treat the agreement as terminated and to rescind the performance thereof in whole or in part in the event that the Customer or the Card User fails to perform the agreement or if the Collateral has become insufficient for the performance of the contractual obligations.

23.17.5. The Bank has the right to terminate the Agreement and suspend the Card at any time if the Bank has information that the Customer and/or the Card User has provided inaccurate, false and/or misleading information. The Bank reserves the right (at its sole discretion) and/or in the cases provided for by law to refer the matter to law enforcement authorities in accordance with the applicable laws and regulations.

23.17.6. The Customer shall have the right to terminate the Agreement by sending a prior written request to the Bank. Such request shall be deemed to be a request by the Customer to suspend further performance of the agreement and to suspend the Card Account at the time of the request and to close the Card Account after 40 (forty) days from the receipt of such request.

23.17.7. The Bank shall record the Card Account balance at the time of the request and close the Card Account on the date of termination of the agreement.

23.17.8. The Customer shall be bound by the agreement until the obligations under the agreement have been fully performed.

24. TERMS AND CONDITIONS OF THE FINANCIAL INSTRUMENTS ACCOUNT

24.1. The Terms and Conditions of the Financial Instruments Account set out the procedure for the Bank to open and service a Financial Instruments Account on behalf of the Customer, i.e. to keep records of Financial Instruments, confirm rights to Financial Instruments, Transactions with Financial Instruments, as well as to service Events with Financial Instruments.

24.2. The Parties shall carry out the activities contemplated by these Terms and Conditions in compliance with the provisions of the laws and regulations in force in the Republic of Latvia and Nasdaq CSD and EU directives and regulations governing and regulating the provision of investment services and ancillary investment services. If the Parties

enter into a transaction in Financial Instruments registered with another Depository, the transaction shall be entered into in accordance with the rules of that Depository.

- 24.3. The Agreement for Investment Services shall be deemed to have been concluded from the moment when the Bank has received an application for opening a Financial Instruments Account and has opened a Financial Instruments Account for the Customer, and the Customer has complied with the requirements of prevention of money laundering and financing of terrorism and sanctions and was in force at the time of the signature of the Investment Services Agreement.
- 24.4. The Bank shall open a Financial Instruments Account and an Investment Account for the Customer if the Customer has opened an Account with the Bank. These Terms and Conditions and the Customer's application to the Bank to open a Financial Instruments Account shall constitute an agreement between the Bank and the Customer.
- 24.5. The Bank shall open as many Financial Instruments Accounts for the Customer as are necessary for record keeping.
- 24.6. The Bank shall undertake:
- 24.6.1. to execute Operations with financial instruments in accordance with the Customer's instructions;
 - 24.6.2. provide Customers with information about Events involving financial instruments where the issuer has determined the financial instrument holders' right to choose the benefits to be received. When a Financial Instrument Event occurs, the Bank shall act in the manner and in accordance with the Customer's instructions given to execute the Financial Instrument Event, and with respect to Financial Instruments not under the control of Nasdaq CSD, in accordance with the instructions received from the financial institution that is the custodian of the Customer's Financial Instruments. If the Events with Financial Instruments are of a discretionary nature, the Bank shall carry out operations with Financial Instruments on the basis of separate written orders from the Customer;
 - 24.6.3. Maintain the accounting and recording of Financial Instruments held in the Financial Instruments Account;
 - 24.6.4. Upon the Customer's written request, within 3 (three) Bank Business Days, provide the Customer with a statement of the Financial Instruments Account for:
 - 24.6.4.1. Operations carried out with one, more or all Financial Instruments during the specified period;
 - 24.6.4.2. Operations with one, more or all Financial Instruments during the lifetime of the Account;
 - 24.6.4.3. A specific Operation with Financial Instruments;
 - 24.6.4.4. Financial instruments owned by the Customer listed in the Financial Instruments Account;
 - 24.6.4.5. Fees charged in the previous year.
 - 24.6.5. Dispose of Financial Instruments held in the Financial Instruments Account only with the Customer's written consent or upon the Customer's instruction;
 - 24.6.6. Upon the Customer's written request, issue a certificate confirming the Customer's ownership of Financial Instruments.
 - 24.6.7. The Bank has the right not to execute the Customer's orders if:

- 24.6.7.1. The order is given in violation of these Terms and Conditions and/or applicable laws and regulations;
 - 24.6.7.2. the Order specifies a Financial Instruments Operation that is not covered by these Terms and Conditions;
 - 24.6.7.3. The Bank does not have the information necessary to execute the Operation with financial instruments shown in the Order;
 - 24.6.7.4. The Customer has failed to pay any amount due to the Bank;
 - 24.6.7.5. There are insufficient funds in the Customer's Investment Account to execute the order;
 - 24.6.7.6. The Bank shall have reason to doubt the conformity of the signature and stamp impressions of the Customer or the Customer's representative with samples of the signature and stamp impressions of the Customer or the Customer's representative in the Bank's possession;
 - 24.6.7.7. The number of Financial Instruments shown in the Order exceeds the number of Financial Instruments actually present in the Financial Instruments Account or if the Financial Instruments shown in the Order do not individually match the Financial Instruments present in the Account;
 - 24.6.7.8. The Financial Instruments in the Account have been pledged, seized, otherwise encumbered or the Financial Instruments Account has been attached;
 - 24.6.7.9. The Bank is unable to service the Financial Instruments represented in the Order;
 - 24.6.7.10. The Bank has no information about the Customer's LEI code or the Customer's LEI code is not active;
 - 24.6.7.11. There are other circumstances that prevent or significantly impede the execution of the order.
- 24.7. The Bank has the right not to process an Event with a financial instrument if the Counterparty does not offer such an option.
- 24.8. The Bank shall have the right to close the Financial Instruments Account and the Investment Account linked thereto if there have been no Operations with financial instruments on the Financial Instruments Account for more than 6 (six) months. The Financial Instruments Account shall not be closed if it holds Financial Instruments. A closed Financial Instruments Account cannot be renewed.
- 24.9. The Bank shall have the right, but shall not be obliged, to independently take the necessary actions to update the Customer's LEI code. The cost of renewing the LEI Code shall be borne by the Customer.
- 24.10. The Customer has the right to:
- 24.10.1. To give instructions at any time during the Bank's business day. In the event that an order is received after the end of the Bank's Business Day, execution of the order will commence on the next Bank Business Day. The Customer shall submit orders to the Bank in person in writing or by telephone or via Online Banking using electronic communications, in accordance with the procedure set out in the agreement concluded between the Bank and the Customer;

- 24.10.2. To request information at the Bank's disposal about its business partners - Counterparties, correspondent banks, stock exchanges, depositories, clearing houses and other financial market participants.
- 24.11. The Customer undertakes:
- 24.11.1. To grant the Bank a power of attorney to exercise its rights as owner of the Financial Instrument;
- 24.11.2. To reimburse the Bank for the expenses incurred in connection with the re-registration of the Financial Instruments in the Customer's Financial Instruments Account if the Financial Instruments in the Customer's Financial Instruments Account are transferred to the Bank, as well as perform all actions and pay all expenses necessary for the re-registration of the Financial Instruments in the name of the Bank as their nominal owner;
- 24.11.3. To familiarize with the Bank's Price List.
- 24.11.4. To provide the following information when submitting instructions to the Bank:
- 24.11.4.1. for natural persons: Customer's name and personal identification number (if not provided, year and date of birth);
- 24.11.4.2. for legal persons: name, registration details, and the name, surname and personal identification number of the authorised representative (natural person) (year and date of birth if not provided);
- 24.11.4.3. Financial Instrument, by providing information in the Order that allows the identification of the Financial Instrument without misunderstanding (type of instrument and name of the Issuer, ISIN code, etc.);
- 24.11.4.4. the nature of the specified Financial Instruments Operation, which allows the substance of the Financial Instruments Operation to be understood without misunderstanding;
- 24.11.4.5. Number of financial instruments;
- 24.11.4.6. The time when the order was given, giving the day, month and year;
- 24.11.4.7. Customer's Financial Instruments Account Number;
- 24.11.4.8. Customer's handwritten signature or confirmation provided by the Authentication Tool if the order is submitted via Online Banking.
- 24.12. By signing the application for opening a Financial Instruments Account, the Customer confirms that he/she is aware that in order to store and service Financial Instruments and execute Customer's transactions, the Bank uses the services of Counterparties, including correspondent banks, exchanges, depositories, clearing institutions and other financial market participants. The Customer assumes the risks of default and insolvency of the Counterparties and the Bank shall not be liable for any loss that the Customer may incur in connection with the conduct of the Counterparties.V
- 24.13. The Customer assumes all responsibility for the Orders, their completeness and accuracy.
- 24.14. The Bank shall not be liable for any losses arising from the Customer's transactions in Financial Instruments. The Customer is obliged to indemnify the Bank for any losses it suffers as a result of the Customer's transactions in Financial Instruments.

- 24.15. The Investment Account may be credited with funds received in Operations with financial instruments and Events with financial instruments and funds transferred from the Customer's Account.
- 24.16. The Bank undertakes to credit the funds to the Customer's Investment Account on the next Bank Business Day following the day on which the funds were credited to the Bank's correspondent account. The Customer assumes all risks in respect of losses arising in the event of failure to make payments of any kind due to the fault of the Issuer or other Third Parties, or due to other circumstances beyond the Bank's control.
- 24.17. Interest on funds remaining in the Investment Account is calculated in accordance with the Price List.
- 24.18. The Bank shall, without the Customer's consent and at the Customer's expense, pay all taxes and fees payable by the Bank in connection with the execution of orders given by the Customer in accordance with the laws and regulations of the Republic of Latvia or other countries. The Bank is not responsible for the payment of taxes and duties which the Customer is obliged to pay.
- 24.19. The Bank may, without the Customer's consent and at the Customer's expense, debit the necessary funds from any of the Customer's accounts with the Bank to cover all costs related to the execution of Events with financial instruments (commission for financing, commission for storage of forfeited instruments, etc.).
- 24.20. In the event that the Customer's Investment Account is insufficient to meet any payments due under these Terms and Conditions or the Investment Services Agreement, the Bank shall have the right to debit the necessary funds from any of the Customer's accounts with the Bank without seeking a prior permission.
- 24.21. The Bank may refuse to settle the Customer's Financial Instrument Operations and Financial Instrument Events in a currency other than euro or to automatically convert the Customer's incoming amounts into euro at a rate determined by the Bank if the correspondent bank or other counterparties involved suspend or cease to provide services to the Bank in the relevant currency. The Bank shall not reimburse the Customer for any expenses, damages or lost profits related to the conversion or rejection of the transaction.
- 24.22. The Customer agrees that the Bank may need to and shall transfer the Customer's personal information to its counterparties, Nasdaq CSD, Central Depositories of other countries, supervisory authorities of the country of registration of the financial instrument, if required by the laws of such country, in order to support the Customer's Operations with financial instruments and to service the Events with financial instruments. By opening a Financial Instruments Account, the Customer authorises the Bank to transfer his/her personal information to the Bank's partners and institutions mentioned above.
- 24.23. The Customer's funds in the Investment Account are held together with the Bank's funds with the Bank's counterparties and these funds are considered deposits within the meaning of the Deposit Guarantee Law. The Bank may change the accounting of funds held in the Investment Account and keep them off-balance sheet as funds held by a credit institution, in which case such funds shall be subject to the protection provided by the Investor Protection Law, of which the Bank shall inform the Customer in writing.
- 24.24. The Bank determines the market value of Financial Instruments by applying the following principles:
- 24.24.1. Financial Instruments listed and traded on regulated markets and interbank markets are valued according to market prices and quotations (Reuters,

- Bloomberg, etc.) available to the Bank at the time of determination of the market price of the Financial Instruments;
- 24.24.2. Financial Instruments not quoted on regulated markets and interbank markets are valued at the price and quotation that, in the Bank's opinion, is closest to their fair market value;
- 24.24.3. The volume (number) of Financial Instruments may be taken into account in determining the market price of Financial Instruments in the event that the realisation of all Financial Instruments may materially change their market price;
- 24.24.4. non-liquid Financial instruments may be valued by the Bank at nominal value.
- 24.25. The value of an asset is determined in its base currency.
- 24.26. The Financial Instruments Account and the Investment Account shall be closed upon the Customer's application within 3 (three) Bank Business Days after the Customer has fulfilled all his/her obligations under the concluded transactions.
- 24.27. The Bank shall have the right to unilaterally and without prior notice to the Customer close the Customer's Financial Instruments Account and Investment Account in the event of termination of the Agreement for Investment Services, as well as in other cases specified in these Terms and Conditions.
- 24.28. Upon closing the Financial Instruments Account and the Investment Account, the Bank shall transfer the Financial Instruments held in the Financial Instruments Account in accordance with the Customer's instructions, and the funds remaining in the Investment Account shall be credited to the Customer's Account. In the event that the Customer has not instructed the transfer of Financial Instruments, the Bank shall be entitled to sell the Financial Instruments in accordance with accepted practice and at their market value. In the event that the Customer has not instructed the transfer of funds from the Investment Account, the funds shall be transferred to the Customer's Bank Account.

25. TERMS OF COLLATERAL FOR THE BANK'S CLAIMS

- 25.1. The Terms set out the procedure for the provision of Financial Collateral for the Bank's claims. The Collateral Agreement shall be deemed to have been entered into and shall become effective upon the submission to the Bank of any signed application to enter into a Transaction. By signing the Application, the Customer authorises the Bank to transfer the required amount of Collateral from the Customer's Account to the Collateral Account, if the Bank deems it necessary. By signing the application, the Customer authorises the Bank to block the Collateral in any Account without allowing any operations to reduce the Account balance.
- 25.2. Upon the occurrence of an Enforcement Event, the Bank shall be entitled freely and without any further action to set off or reduce or cancel the Customer's Secured Financial Obligations against the financial (cash) assets in any Account. If the Collateral is Financial Instruments, the Bank shall be entitled to sell or dispose of them for its own benefit at market price and thereby reduce or extinguish the Customer's Secured Financial Obligations.
- 25.3. The Bank shall have a lien on the Collateral upon the occurrence of an Enforcement Event.

- 25.4. The Bank shall have the right to use the Collateral in substitution for equivalent pledge.
- 25.5. In respect of the activities of the Bank, the realisation of the Collateral shall not be bound by the following obligations or any obligations similar in legal effect to them:
- 25.5.1. notify the Customer in advance of the intention to realise (dispose of) the Collateral, as well as of the fact of realisation of the Collateral;
 - 25.5.2. ensure that the terms of realisation of the Collateral are approved by the Court, in consultation with a person appointed by the Court or the holder of the shares in the commercial company, an insolvency administrator, a governmental or municipal authority, agency or officers, employees or nominees of such authority, agency or any other Third Party;
 - 25.5.3. ensure that any additional time period following the Enforcement Event of Secured Liabilities is expected.
- 25.6. In the event of the occurrence of an Enforcement Event, at the Bank's option, an exclusive set-off may also be effected, which may take place in the following manner:
- 25.6.1. Multiple obligations between the parties, even those that are not yet due for performance, are made immediately due for performance by being aggregated into a single obligation for an amount equal to the amount of the multiple obligations at the time they are aggregated into a single obligation; and
 - 25.6.2. an estimate is made of the amounts to be repaid by one Party to the other on the basis of their mutual obligations and the Party whose amount is greater pays to the other Party only the excess (net balance) of the amount payable by the other Party.
- 25.7. The set-off may be applied and its enforcement is unaffected by the following:
- 25.7.1. Bankruptcy and liquidation proceedings or insolvency proceedings of the Customer;
 - 25.7.2. assignment, attachment, seizure or any other legal action, whether by court order or otherwise, to dispose of the Collateral to satisfy the claims of a person other than the Bank.
- 25.8. In accordance with the provisions of the Financial Collateral Law, the Bank's rights to the Collateral shall not be altered, terminated or limited by court or other authority decisions to be enforced in accordance with other laws and regulations and by the submission of enforcement documents issued on the basis of such decisions to the Financial Collateral Taker or its attorney for enforcement.
- 25.9. The validity and enforceability of these Terms and Conditions shall not be affected or terminated by the commencement or continuation of any legal proceedings, liquidation or insolvency proceedings of the Collateral Provider. The insolvency administrator, liquidator or other person designated by laws and regulations to make decisions in legal protection, liquidation or insolvency proceedings is obliged to ensure timely and proper performance of contractual obligations in accordance with all the provisions of the Financial Collateral Law, the Collateral Agreement and the Terms and Conditions.