

GENERAL REGULATIONS FOR PROVISION OF BANKING SERVICES

TERMS

Bank – AS Expobank, unified registration number 40003043232.

Bank's business day – a day when the Bank is open for Customers, for providing Services and for handling Banking transactions.

Banking transactions – debit or credit transactions under the Services performed on the Account upon the Customer's, Bank's, or third party's incentive.

Internet bank – remote account management system to maintain current accounts and other accounts, provide services, make banking transactions and exchange information between the Customer and the Bank online, using the global Internet network.

Customer – an individual or a legal entity or association or a union of such persons to whom the Bank provides Services or who has applied for receiving Services at the Bank.

Commission fee – remuneration for the Bank's provided Services or handled Banking transactions stated in the Pricelist. The Commission fee may also be stated in Service agreements or in other documents binding upon the Customer.

Account – a current account or another account opened for the Customer with the Bank, which is used for depositing funds, executing payments and providing other Services, including Banking transactions.

Payment service – any payment service that is determined as such by the Payment Services and Electronic Money Law of the Republic of Latvia and that is one of the Services offered or provided by the Bank.

Regulations – these General Regulations for Provision of Banking Services with all amendments and supplements hereto.

Service – any of the financial services stated in the Law on Credit Institutions of the Republic of Latvia or services related to financial services that the Bank offers to provide or provides to the Customer.

Service agreement – an agreement on receiving a Service between the Bank and the Customer.

Consumer – a Customer deemed to be a Consumer under regulatory enactments of the Republic of Latvia.

Personal data – any direct or indirect information that relates to an identified or identifiable Person whose data is being processed by the Bank. Identifiable Person is a person who can be identified, directly or indirectly, in particular by reference to an identifier, such as the given name, surname, identification number (for example, personal identification number, date of birth), location data, online identifier or one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that individual.

Order – the Customer's assignment to the Bank to offer or limit a Service or to perform or limit a Banking transaction.

Pricelists - the pricelists for banking transactions or other Services applicable at the time of handling Banking transaction and providing other financial service, which determine the amount of the Commission fee and the rules of application thereof.

1. APPLICATION OF REGULATIONS

- 1.1. These Regulations govern the legal relations between the Bank and the Customer related to provision of Services. In addition to the Regulations, the legal relationship between the Bank and the Customer is governed by the Service Agreements concluded between the Bank and the Customer, Pricelists, other regulatory documents of the Bank and the good generally accepted banking practices, as well as the principles of good faith, prudence and high repute. In the event of a discrepancy between the Regulations and the Service Agreement, the terms of the Service Agreement shall apply.
- 1.2. Legal relationship between the Bank and the Customer related to providing of Services shall be regulated by regulatory enactments of the Republic of Latvia, unless otherwise agreed by the Bank and the Customer.
- 1.3. The Bank and the Customer who is not a Consumer agree that their legal relations related to providing payment services shall not be regulated by the provisions of Paragraphs one of Articles 58, 60, 60¹, 60², 60³, 61, 63, 64, 66, 67, 69-75, 75³, 77, Articles 85, 87-89 and 99 of the Law on Payment Services and Electronic Money of the Republic of Latvia.

- 1.4. The Regulations apply and are binding upon the Bank and the Customer regarding all Services that the Bank offers to provide or provides to the Customer. The Regulations apply, are binding, and affect the successor of every right and responsibility of the Customer (successor of rights) regardless of any changes to the Customer's staff or changes among the Customer's authorised persons.
- 1.5. The Regulations are an integral part of each transaction between the Bank and the Customer related to Services. The Regulations also cover legal relations between the Bank and the Customer related to Services, which had occurred before and still exist on the day the Regulations took effect, unless determined otherwise by the Bank.
- 1.6. In case of linguistic or interpretation disputes, contradictions or claims, the Regulations, Pricelist and the Bank's regulatory documents binding upon the Customer in Latvian, general legal principles of the Republic of Latvia and court practice shall prevail. If the Regulations, Pricelist, Service agreements and the Bank's regulatory documents binding upon the Customer are available in multiple languages, the texts thereof in Latvian shall be deemed the decisive and the texts in other languages shall only be regarded as the translations from Latvian.

2. AMENDMENTS TO REGULATIONS, PRICELIST AND OTHER REGULATORY DOCUMENTS OF THE BANK

- 2.1. The Bank drafts and determines the Regulations, Pricelist and the Bank's regulatory documents binding upon the Customer.
- 2.2. The Bank may unilaterally amend the Regulations, Pricelist and the Bank's regulatory documents binding upon the Customer.
- 2.3. The Bank notifies the Customer of amendments to the Regulations, Pricelist and the Bank's regulatory documents binding upon the Customer by publishing them in the Bank's website: www.expobank.eu, as well as sending a notice in one of the ways specified in Clause 9.3 of the Regulations by giving the Customer the opportunity to study the amendments at least 10 (ten) days prior to the date when amendments come into effect, unless otherwise agreed between the Bank and the Customer. The Bank notifies the Customer who is a Consumer of amendments to the Regulations, Pricelist and the Bank's regulatory documents binding upon the Customer if the amendments apply to Payment services at least 2 (two) months prior to the amendments come into effect and in the manner described in this clause, unless otherwise agreed between the Bank and the Customer.
- 2.4. If the Customer disagrees with the amendments, the Customer may unilaterally terminate the respective Service agreement or suspend Order execution affected by said amendments before the amendments have taken effect notifying the Bank thereof in writing or in another way agreed upon by the Bank and the Customer fulfilling all their liabilities towards the Bank arising from the Service agreement and these Regulations (including payment of the Commission fee). If the Customer does not use the rights stated in this clause within 10 (ten) days as of the day when the Bank allowed the Customer to study amendments to the Regulations, Pricelist and the Bank's regulatory documents binding upon the Customer as determined in Clause 2.3 hereof, it is considered that the Customer by his/her silence has agreed with the amendments to the Regulations, Pricelist and the Bank's regulatory documents binding upon the Customer and has certified that the Customer has no objections or claims to the Bank regarding the amendments made.
- 2.5. The Bank may unilaterally amend the Regulations, Pricelist and the Bank's regulatory documents binding upon the Customer without prior notice to the Customer or without complying with the notification terms stated in Clause 2.3, if:
 - 2.5.1. additions to a new Service are introduced;
 - 2.5.2. amendments are made in favour of the Customer;
 - 2.5.3. amendments are made due to amendments to regulatory enactments or adoption of new regulatory enactments of the Republic of Latvia that cover the Bank's activities and providing of Services or handling of Banking transactions;
 - 2.5.4. editorial amendments are introduced, terms are specified or changed, references and more specific details are included.
- 2.6. Determining the Commission fees for new Services and new Banking transactions is not considered as changes with adverse effect on the Customer's situation.

3. GENERAL REGULATIONS FOR PROVISION OF SERVICES

- 3.1. The Bank provides its Services as determined in regulatory enactments of the Republic of Latvia, Regulations, Pricelist and the Bank's regulatory documents binding upon the Customer.
- 3.2. The Customer may only request providing of such Services, handling of Banking transactions and execution of Orders that are stated in the Regulations, Pricelist and Service agreements or as separately agreed upon by the Bank and the Customer.

- 3.3. The Bank is entitled any time to expand or diminish the range of its Services and Banking transactions at its own discretion.
- 3.4. The Bank only provides its Services to the Customers that have been fully identified and the Customer's due diligence based on the assessment of the risks of money laundering and prevention of terrorism financing has been carried out.
- 3.5. When providing its Services, the Bank may verify the Customer's documents submitted to the Bank (authenticity, completeness, genuineness or validity, etc.).
- 3.6. The Bank establishes legal relationship with the Customer based on mutual trust. The Bank relies on authenticity, completeness, genuineness and validity of the Customer's information and documents submitted to the Bank until proven otherwise.
- 3.7. The Customer may apply for receiving Services or handling Banking transactions in person by visiting the Bank and completing, respectively, an application, Order or another paper document stated by the Bank, or electronically by using the Bank's offered remote account management services (Internet bank) if they support such option.
- 3.8. The Bank only provides its Services after entering into the respective Service agreement as determined in the Regulations and the Bank's regulatory documents binding upon the Customer.
- 3.9. The Customer must immediately notify the Bank of any circumstances that might affect fulfilment of the Customer's liabilities arising from the Service agreement. The Customer must immediately notify the Bank in writing of any facts related to security of the Customer's monetary or other funds placed with the Bank and of possible attempts of fraud by third persons.
- 3.10. The Bank and the Customer enter into the Service agreement according to the Bank's offers and, at the Customer's choice, in Latvian, Russian or English.
- 3.11. Within a period of operation of the Service agreement, the Bank contacts the Customer in Latvian, Russian or English, at the Customer's choice.
- 3.12. The Services provided by the Bank are paid services.
- 3.13. The Bank determines the currencies for the Customers to receive Services and make Banking transactions in.
- 3.14. Regarding the Services and Banking transactions that involve a foreign currency, the Bank may apply regulations and limits that are determined by the country of origin of said currency and that affect the Bank in providing Services or handling Banking transactions involving said currency. The Bank is entitled to put aside performance of the obligations assumed by the Bank in a foreign currency or to apply restrictions thereto, if the reason for such suspension or application of the restriction is caused by force majeure circumstances occurred in the country of origin of the respective foreign currency or any other objective basis.
- 3.15. Regarding the Services and Banking transactions that involve currency exchange and if the Bank and the Customer have not entered into a special agreement, the exchange is performed according to the Bank's set currency buying and selling rate effective as of the date of providing the Service or making Banking transaction. Bank publishes effective currency buying and selling rates on the Bank's website: www.expobank.eu.
- 3.16. The Bank provides the Services during the Bank's business hours, unless the Regulations, Pricelist, the Bank's regulatory documents binding upon the Customer or Service agreement prescribe otherwise.
- 3.17. If under regulatory enactments of the Republic of Latvia, the Bank must deduct tax, duties or other mandatory payments from remuneration or any other amount due to the Customer, the Bank should only make payments to the Customer after the mandatory payments specified in this clause have been deducted in the amount stated in regulatory enactments of the Republic of Latvia.

4. IDENTIFICATION AND AUTHENTICATION

- 4.1. The Bank identifies the Customer prior to entering into the Service Agreement or the provision of each individual Service, as well as in case of doubt about the authenticity of the information obtained during the Customer's identification, or due to unusual transaction made by the Customer or by other circumstances, if stating the increased risk of money laundering and terrorism financing or other criminal actions or activities. Therefore, for receiving the Service or concluding the Service Agreement, the Customer or its representative must present and / or submit documents or information that is required by the Bank to identify the Customer and verify the identity.
- 4.2. The Bank identifies an individual by the valid personal identity document, the ways whereof are laid down in regulatory enactments of the Republic of Latvia. The Bank is entitled to copy or scan and store copies of the personal identification document submitted by the Customer, in accordance with the requirements of regulatory enactments of the Republic of Latvia.

- 4.3. For identification of a legal entity, the Customer shall submit documents that explicitly acknowledge the legal registration of the legal person under the jurisdiction of the state of registration, the present legal status thereof, the persons authorized to represent it and the scope of representation, as well as the scope of authority of the authorized representative. On the Bank's request legal persons shall present the original documents or notarized copies thereof.
- 4.4. The Bank may at any time perform repeated Customer identification and verify the identity documents. The Customer is obliged to cooperate with the Bank and provide it with information and documents, as well as to appear in person at the Bank upon the invitation of the Bank.
- 4.5. The Bank shall be entitled to make authentication of the existing Customer:
 - 4.5.1. by phone, if the Customer, upon calling to the Bank, provides certain identifying information upon its request (for example, Internet bank username, authentication code and similar data);
 - 4.5.2. electronically confirming the Customer's identity with a secure electronic signature;
 - 4.5.3. via the Internetbank, if the Customer has been authorized with the Internetbank authorization tool or;
 - 4.5.4. using the security elements (such as username, passwords, authentication codes, or other features specified by the Bank) whose status and the use are determined by the relevant Service Provisions.

5. REPRESENTATION

- 5.1. An individual enters into legal relationship with the Bank and handles Banking transactions in person or via a representative. If requested by the Bank, the individual must enter into legal relationship and make Banking transactions in person.
- 5.2. A legal entity enters into legal relations with the Bank and handles Banking transactions via its officer who acts within the authorities stated by law, Articles of Association or other similar documents, or via any other authorised person. If requested by the Bank, the legal entity must enter into legal relations and make Banking transactions via the said officer.
- 5.3. The representation supporting document should be executed in writing (on paper) and meet the requirements of regulatory enactments of the Republic of Latvia and the Regulations.
- 5.4. The Bank is entitled to request that authority of the Customer's representative would be notarised or certified in a manner similar to notarisation under regulatory enactments.
- 5.5. The Bank is not obliged to accept the representation supporting document that does not contain the representative's identification data; and where the right of representation is not formulated clearly and explicitly or if the Bank has doubts regarding the validity or authenticity of the authorisation.
- 5.6. The Bank is not obliged to verify the validity of authority of the Customer's representative registered with public registers or published in official periodicals. The Bank is not responsible for the validity of the terms and conditions of a power of attorney.
- 5.7. The Bank is entitled to deem the Customer's representation supporting documents be valid until the Bank has received written (paper) documents that prove amendments made to the Customer's representation supporting documents.
- 5.8. The power of attorney submitted to the Bank, if issued for a pre-set term, is considered valid until expiry of said term, unless the Customer revokes such power of attorney in writing before expiry of said term. In case of revoking the power of attorney, the power of attorney is considered null and void from the moment when the Customer revoked said power of attorney in writing and notified the Bank thereof in compliance with provisions of clause **Error! Reference source not found.** The power of attorney submitted to the Bank, if issued for an indefinite term, is considered valid until the Customer revokes said power of attorney in writing and notifies the Bank thereof in compliance with the provisions of Clause **Error! Reference source not found.**
- 5.9. The Bank is entitled to deem that the Customer's representative is the individual whom the Customer stated in its documents submitted to the Bank and whom the Bank has fully identified.
- 5.10. The Customer is obliged to provide that the Bank has all documents at its disposal that prove the Customer representatives' authorities to act in the Customer's name and Customer representatives' identification pursuant to the Bank's requirements. If the Customer fails to submit such documents to the Bank, the Bank may immediately refuse, fully or partially, from providing Services and handling Banking transactions and/or terminate providing of Services.
- 5.11. If as of signing a document, the signatory was not entitled to represent the Customer whom he claims to be representing, he/she, as an individual, undertake all and full liabilities arising from the signed documents and is responsible for fulfilling them.

- 5.12. The Customer shall compensate the Bank and/or third parties all losses incurred due to the Customer's or Customer representative's incapability to act or a limited capability to act upon handling a Banking transaction.
- 5.13. The Bank is not responsible for the Customer's losses and other extra expenses if the Customer representative's power of attorney was revoked or became null and the Bank was notified thereof in compliance with the provisions of Clause **Error! Reference source not found.** The Customer must inform the Bank of revoking the power of attorney even when the revocation thereof is published in a public register or in an official periodical.
- 5.14. If an inheritance case occurs, the heir submits documents to the Bank, which prove the heritage rights to the Customer's inheritance and which were executed pursuant to provisions of regulatory enactments of the Republic of Latvia, as well as identity documents. If the Bank has doubts regarding the authenticity, validity and legality of the documents submitted by the Customer's heirs, the Bank may verify the documents submitted at the heir's expense.

6. DOCUMENT REQUIREMENTS

- 6.1. The Customer submits to the Bank original documents or notarised copies thereof or copies certified in another similar manner pursuant to regulatory enactments. The Bank may request that the Customer submits original documents to the Bank. The Customer must present his/her original identity document.
- 6.2. The Bank may consider that the document submitted by the Customer to the Bank is authentic, valid and correct.
- 6.3. The Customer's documents submitted to the Bank are considered valid until expiry of their term, unless there are any written directives from the Customer, or until the Bank has received written (paper) revocation, amendments, or other (new) valid documents.
- 6.4. If the documents submitted by the Customer to the Bank were issued abroad, they should be legalised as described in regulatory enactments or certified with "apostille", unless an agreement between the Republic of Latvia and respective country provides for otherwise.
- 6.5. If the Customer submits documents in a foreign language, the Bank may request that the Customer submits a translation of the document into Latvian, Russian, or English language for the Bank. The translation should bear the translator's signature and the signature on the translation should be notarised, unless the Bank has another procedure in place. The Bank does not reimburse the expenses resulting from translation and notarisation specified in this clause.
- 6.6. All documents submitted or sent to the Bank should be legible, their content should be clear and specific, correctly filled in and signed with writing instruments that ensure indefinite preservation of the text written with them where such text can only be erased by obviously damaging the document material. The Bank is not obliged but is entitled to verify whether said writing instruments were used. The Customer is responsible for losses resulting from use of other writing instruments, as well as from illegible or incorrectly filled in documents. The Bank is entitled not to accept and/or not to fulfil erroneous, incompletely filled in, illegible documents, as well as documents with crossing or other corrections.
- 6.7. If the Customer submits a document to the Bank that does not meet the requirements of the Bank or regulatory enactments of the Republic of Latvia or if the Bank has doubts regarding the authenticity, completeness, genuineness, correctness or validity of the document submitted, the Bank may refuse from entering into a Service agreement, providing Services or making Banking transactions, as well as the Bank may request to submit additional documents.
- 6.8. If the Bank should fulfil Banking transactions on the basis of a letter of credit, collection, court order or another claim or executive document and if the Bank is provided with documents that are legalised, notarised or certified with "apostille", the Bank must verify formal compliance of said documents with a standard or generally acceptable form, if any. In this case, the Bank is only responsible for malicious actions and/or gross negligence.
- 6.9. The Customer is responsible for authenticity, completeness, precision and timely submittal of all documents and information provided to the Bank. The Customer is responsible for losses incurred by the Bank and/or third parties in case of a failure to comply with the provisions of this clause.

7. ANTI-MONEY LAUNDERING AND TERRORISM FINANCING PREVENTION

- 7.1. For anti-money laundering and terrorism financing prevention purposes, the Bank may request, and the Customer must submit true and authentic information and documents for Customer identification and Customer due diligence within the Bank's specified term, including but not limited to:
 - 7.1.1. on the Customer's beneficiaries up to the natural person;

- 7.1.2. on the Customer's and beneficiaries' financial standing, origin and possession of their monetary and other funds;
 - 7.1.3. on the purpose of the Customer's requested Services or Banking transactions with the Bank;
 - 7.1.4. on the Customer's and beneficiaries' personal or economic activities, including their business partners, turnovers, amounts of cash and non-cash transactions, frequency of transactions, etc.;
 - 7.1.5. on any transaction applied for or made by the Customer;
 - 7.1.6. receives confirmation or disapproval of a Customer, representative or beneficial owner as a politically exposed person, a family member of a politically exposed person, or a person closely associated with a politically exposed person;
 - 7.1.7. confirmation that the Customer, the representative or the beneficial owner is not included in the sanction lists binding upon the Republic of Latvia.
- 7.2. The Bank is entitled to take actions to make sure that it has sufficient and relevant information at its disposal on the Customer, the Customer's representative or the beneficiary, the origin of monetary and other funds, etc. information in order to further monitor Customer transactions and to make sure that these transactions meet the Customer's declared activities.
 - 7.3. The Bank is entitled not to service large, complex or non-standard transactions of the Customer without discovering the economic essence of said transactions and without making sure that said transactions meet the Customer's declared activities. The Customer is obliged to provide all the necessary information and documents to the Bank before carrying out the foregoing activities in order to exclude any doubt that the transactions would not correspond to the activity specified by the Customer.
 - 7.4. If, while servicing the Customer's transaction, it is discovered that the transaction is made in the interests or in the name of a third party, the Bank may find out the economic and legal essence of the transaction and only service the transaction when the Bank understands the legal and economic content of the transaction and provided that the Bank possesses sufficient and relevant information on the transaction and persons involved therein.
 - 7.5. The Bank is entitled not to enter into a Service agreement, reject Order execution, refrain from providing a Service, handling a Banking transaction or ensuring other actions related to the Bank's services, as well as to terminate the Service agreement immediately and request that the Customer meet all his/her liabilities to the Bank arising from the Service agreement before the pre-set term if:
 - 7.5.1. the Customer refuses to provide or does not provide information or documents specified in Clause 7.1 to the Bank or any other necessary information to the Bank and information supporting documents in the amount required to make study to the full extent;
 - 7.5.2. the Customer's information or documents specified in Clause 7.1 are forged or do not meet the actual circumstances;
 - 7.5.3. The Bank suspects that the Customer is using the Services provided by the Bank for money laundering or terrorism financing purposes, or in relation to other illegitimate activities;
 - 7.5.4. Information on the change of the Customer's beneficial owner is received or, if it has been found that the Customer's previously provided information on its economic or personal activities significantly has changed, is not sufficient or not up to date and the Customer does not provide the Bank with all necessary information and supporting documents;
 - 7.5.5. The Customer is a shell formation, or the Account opened with the Customer's Bank is used for the benefit of a third person;
 - 7.5.6. The Bank has become aware that the Customer, its representative, business partner or the beneficial owner is included in the sanction lists binding upon the Republic of Latvia;
 - 7.5.7. The economic or personal activities of the Customer or its beneficial owner may cause the Bank to risk money laundering and terrorism financing or reputation;
 - 7.5.8. In all cases where the Bank is unable to comply with the investigation requirements set forth in regulatory enactments for the prevention of money laundering and terrorism financing.
 - 7.6. The Bank is not responsible for losses and expenses of the Customer and third parties resulting from refusal to provide Services or handle Banking transactions or from their suspension or termination if the Bank did that pursuant to regulatory enactments of the Republic of Latvia in order to prevent money laundering and terrorism financing or comply with the sanction requirements.

8. PERSONAL DATA AND CONFIDENTIALITY

- 8.1. The Bank acknowledges that the Bank recognises as confidential and does not disclose to third parties without the Customer's consent any information available to the Bank (except publicly available information) about the Customer, his/her accounts, deposits, transactions and Banking transactions,

- the Customer's relations with third parties where the Bank is obliged to guarantee confidentiality thereof under regulatory enactments of the Republic of Latvia.
- 8.2. The Bank may disclose information determined in Clause 8.1 without the Customer's consent to third parties whose duties and the basis to receive such information are laid down in regulatory enactments of the Republic of Latvia, and the Bank may only disclose such information to persons in cases, in the manner and within the scope stated in regulatory enactments of the Republic of Latvia.
 - 8.3. Customer's personal data are processed in accordance with the Bank's Privacy and Personal Data Protection Policy, these Regulations, other regulatory documents of the Bank and regulatory enactments of the Republic of Latvia.
 - 8.4. The Bank is entitled to provide information to the Bank of Latvia and to receive information from the Bank of Latvia in the cases and pursuant to the procedures specified in the Regulations of the Credit Register. The Customer may receive information about them that is included in the Credit Register of the Bank of Latvia as described in the regulations of the Credit Register of the Bank of Latvia. The regulations of the Credit Register of the Bank of Latvia are available on the website of the Bank of Latvia – www.bank.lv.
 - 8.5. The Bank may perform surveillance and video recording of visitors in the Bank's premises (Customer service areas) to ensure security of the Bank and its Customers.
 - 8.6. The Bank is entitled to record and store telephone conversations and other oral communication with Customers, and the Bank unilaterally chooses the technical means for recording telephone conversations and other verbal communication. Recordings made may serve as evidence for the settlement of disputes between the Customer and the Bank, including law enforcement agencies.

9. INFORMATION EXCHANGE

- 9.1. The Bank notifies the Customer by publishing respective information on the Bank's website: www.expobank.eu, using mass media, mail, communication means (telephone, fax, e-mail), remote account management systems (e.g. Internet bank), or orally when the Customer is in the Bank's premises.
- 9.2. The Bank may issue information and documents related to rendering of Services, which the Bank needs to or must to issue the Customer personally (individually), to the Customer in person using remote account management systems (e.g. Internet bank), sending mail to the Customer's address stated in the respective Service agreement or to the Customer's another address available to the Bank, or using other communication tools stated in the respective Service agreement. If the Customer did not inform the Bank of a change of address or other communication tools, the Customer is responsible for all consequences of such failure to inform.
- 9.3. The Bank's notice or document addressed to the Customer is considered delivered to the Customer and the Bank's duty to inform is deemed completed if the Customer is kept informed in one of the following ways and if:
 - 9.3.1. the notice was sent by mail by the registered letter - on the 5th (fifth) day after the respective notice or document was submitted to the mail service provider;
 - 9.3.2. the notice sent via remote account management systems (Internet bank) – on the Bank's business day following the day when the respective notice or document was sent;
 - 9.3.3. the notice was sent by e-mail – on the day when the e-mail was sent to the e-mail address provided by the Customer;
 - 9.3.4. the notice is delivered to the Customer personally by issuing the relevant notice or document to the Customer or the Customer's representative against the signature, the notice is delivered in a different manner and within the term provided for in the appropriate Service Agreement.
- 9.4. The Customer must promptly verify whether the information included in the notice or document received from the Bank is correct and immediately notify the Bank in case of any mistakes or other incompliance. The Customer must promptly verify whether the information included in the notice or document received from the Bank is correct and immediately notify the Bank in case of any mistakes or other incompliance. If the Customer has not received a notice or document from the Bank that was agreed upon by the Bank and the Customer, the Customer should immediately notify the Bank thereof as soon as the Customer's receipt of the relevant notice or document is over.
- 9.5. The Customer sends information to the Bank in writing or in another manner preliminary agreed upon by the Bank and the Customer. The Bank's contact information is available to the Customer on the Bank's website: www.expobank.eu. The Customer's notices and documents are considered received at the Bank when the respective notice or document has been registered with the Bank's document flow, unless determined otherwise in the Regulations or the respective Service agreement.

10. COMMISSION FEES, REIMBURSEMENT AND DEBTS

- 10.1. The Customer pays the Bank Commission fees according to the Pricelist, Regulations, Service agreement and/or another document binding upon the Customer.
- 10.2. The Customer must read the Pricelist and pay Commission fees for the provided Services to the Bank according to the Pricelist as of the time of providing the Service.
- 10.3. Use of Services means that the Customer has agreed to the Pricelist.
- 10.4. The Bank may set Commission fees for Services not included in the Pricelist at its discretion.
- 10.5. The Bank may set and cancel discounts for the Commission fees stated in the Pricelist.
- 10.6. The Bank may set special charges or raise the Commission fees stated in the Pricelist if the provision of the appropriate Service requires extra work or causes unforeseen expenses to the Bank.
- 10.7. If the Commission fee stated in a Service agreement and/or another document binding upon the Customer differs from the Commission fee stated in the Pricelist for that Service, the Customer shall pay the Bank the Commission fee according to the Service agreement and/or another document binding upon the Customer.
- 10.8. The Customer shall compensate the Bank all expenses incurred by the Bank in relation to the actions required to execute the Customer's Order, as well as any other incidental expenses.
- 10.9. In addition to the Commission fees, the Customer shall compensate the Bank expenses for the necessary actions that the Bank took in the Customer's interests (e.g. postal and communication expenses, notarisation and translation expenses), as well as necessary expenses resulting from legal relations of the Bank and the Customer related to the Services (e.g. collateral establishment, management, alienation, insurance, storage, security, court expenses).
- 10.10. The Bank may, at the Customer's expense, obtain necessary information, documents and other evidence required for providing Services, fulfilling Banking transactions, executing Orders, obtaining Customer information for signing the Service agreements, verifying the Customer's provided information, verifying, managing or alienating the Customer's offered collateral, as well as for obtaining statements from registers, acknowledgements from institutions and insurance-related documents.
- 10.11. If the Bank used services of third parties at the Customer's expense, the Bank shall produce the Customer documentary proof for such expenses upon the Customer's request and the Customer must reimburse the Bank all expenses listed in the documents provided to the Customer.
- 10.12. No taxes, duties or other payments can be a reason to decrease an amount due to the Bank. If regulatory enactments of the Republic of Latvia provide for any payments deductible from the amounts due the Bank according to the Pricelist, Regulations, Service agreement and/or another document binding upon the Customer, the Customer shall cover such expenses additionally, thus making sure that the amount due to the Bank is not decreased.
- 10.13. The Customer compensates the Bank all losses resulting from the Customer's or Customer representative's fault.
- 10.14. In case of a delay in the fulfilment of the Customer's liabilities, failure or another violation, the Customer pays the Bank forfeit stated in the Pricelist or Service agreement. Payment of the forfeit does not release the Customer from the duty to fulfil their liabilities, does not affect the amount of losses and is not included in the reimbursement for loss.
- 10.15. The Customer pays the Bank the Commission fee prior to providing a Service, handling a Banking transaction or executing an Order, unless stated otherwise in the Pricelist, Regulations, Service agreement and/or another document binding upon the Customer.
- 10.16. If the Customer has not paid the Commission fee or another payment due to the Bank, the Bank may refrain from providing a Service to the Customer, suspend handling Banking transactions or refuse from execution of the Customer's orders without warning and informing the Customer. In the case stated in this clause, the Bank is not responsible for losses and expenses incurred by the Customer and third parties.
- 10.17. The Customer authorises the Bank to write off amounts due to the Bank according to the Pricelist, Regulations or Service agreement (e.g. Commission fees, compensation, reimbursement, forfeit) from any account of the Customer with the Bank or from any funds (including financial instruments) that are otherwise due to the Customer without the Customer's consent, without their Order and without prior notice.
- 10.18. The Customer's signature on the Service agreement, Order or another document submitted to the Bank is considered the Customer's authorisation to the Bank to act as described in Clause 10.17.

- 10.19. If the Customer's funds are insufficient to comply with all liabilities of the Customer towards the Bank, liabilities are repaid in a sequence so that the Customer's liabilities towards the Bank without collateral and/or that are not reinforced (overdraft, prohibited credit, etc.) were repaid first.
- 10.20. If another currency is introduced instead of the currency wherein the liabilities are expressed, the Bank may unilaterally change the liabilities fulfilment currency and recalculate the liabilities in the currency that has been introduced.
- 10.21. The Bank may set off any of the Customer's claims towards the Bank with its counterclaim without the Customer's consent and prior warning regardless of the currency of each of the claims. If the claim and counterclaim are expressed in different currencies, the Bank may recalculate the Customer's claim to the currency of the Bank's counterclaim according to the Bank's set currency buying and selling rate effective on the set-off day.
- 10.22. The Customer may set off the Bank's claim towards the Customer with the Customer's counterclaim solely in cases when the Customer's claim has not been challenged or if the Customer's claim is supported by a legally effective court ruling and only in the same currency, unless otherwise agreed upon by the Bank and the Customer.
- 10.23. The Bank may exercise its right of retention to protect its claim rights towards the Customer without the Customer's consent and without prior notice and the Customer agrees with the Bank's rights of retention regarding the Customer's monetary and other funds, as well as to other property of the Customer placed with the Bank as far as it is required to ensure fulfilment of the Customer's liabilities towards the Bank.
- 10.24. The Bank may transfer (cede) its claim rights towards the Customer to third parties. The Customer may transfer (cede) their claim rights towards the Bank to third parties solely with the Bank's written consent.

11. ORDERS

- 11.1. Orders are submitted to the Bank in writing or in another manner agreed upon by the Bank and the Customer or accepted by the Bank. If Orders are submitted remotely via communication tools acceptable for the Bank (Internet bank), such Orders are binding upon the Bank if they were prepared and signed according to the Bank's requirements and provisions of the Service agreement. Upon receipt of an Order, the Bank identifies the Customer or Customer's representative (verifies their identity) as described in the Regulations and in the Service agreement.
- 11.2. The Bank officer's signature and stamp on the Order only certifies that the Bank has accepted the Order for consideration (a process where the Bank verifies whether the Customer's Order meets the Bank's requirements and decides on Order execution, delayed execution or rejection to execute).
- 11.3. The Order is considered accepted for execution once the Bank has verified the Customer or Customer's representative (verified their identity), has confirmed that the Customer or Customer's representative have met all preconditions for Order execution and that there is no reason for not accepting, delaying or not executing the Order, as well as that the Customer's account balance shows sufficient monetary or other funds to execute the Order and pay the Commission fee.
- 11.4. The Bank may deem that an Order submitted to the Bank on behalf of the Customer meets the Customer's will.
- 11.5. The Customer must prove their rights to submit Orders to the Bank in a manner acceptable for the Bank. The Bank may refuse from accepting or executing an Order if the Bank has doubts regarding representation (authorities) of the person submitting the Order. In this case, the Bank is not responsible for losses incurred by the Customer and third parties due to the Bank's refusal to accept or execute the Order.
- 11.6. The Bank only accepts and executes Orders that are prepared and submitted to the Bank according to the Bank's requirements, are unequivocal and executable. If the Order is unclear, the Bank may accept the Order, request additional information or documents from the Customer and delay Order execution until such additional information and documents are received. In this case, the Bank is not responsible for losses incurred by the Customer and third parties due to the Bank's decision to delay Order execution. If receiving such additional information or documents from the Customer is complicated or impossible, the Bank may refuse to execute the Order. In this case, the Bank is not responsible for losses of the Customer and third parties incurred due to the Bank's refusal to execute the Order.
- 11.7. If the Bank has doubts regarding authenticity or validity of the Order or if the Customer or Customer's representative did not submit the Order in person or the Order was submitted using communication tools, the Bank, prior to Order execution, may request that the Customer submits an Order conformation to the Bank in a form and type acceptable for the Bank and at the Customer's expense.

- The Bank is entitled not to execute the Order until the Bank has received additional confirmation of the Order. The Bank is not responsible losses incurred by the Customer and third parties due to the Order execution delay.
- 11.8. The Bank is entitled not to accept (including for Order consideration) or not to execute the Customer's Order regarding fulfilment of Banking transactions on the Customer's account if monetary or other funds on the Customer's account are insufficient to execute the Order and pay the Commission fee, as well as if Banking transactions on the Customer's account are limited. In this case, the Bank is not responsible for losses incurred by the Customer and third parties due to the Bank's refusal to accept and/or execute the Order. If the Customer submitted multiple Orders for a total amount exceeding the amount of monetary or other funds available on the Customer's account and if the Customer does not ask the Bank to execute them in a certain sequence, the Bank may execute such Order in a free sequence at its discretion.
 - 11.9. If the Bank refuses to execute an Order, the Bank provides the Customer with information on refusal and reasons therefore once it is possible but not later than until the end of the following Bank's business day, and the Bank provides the procedure for correcting the errors that were a reason for the refusal except cases when such informing would be prohibited under regulatory enactments of the Republic of Latvia. If the refusal is duly reasoned, the Bank may deduct the Commission fee for the informing stated in this clause from the Customer.
 - 11.10. The Bank is not responsible for imprecision, incompleteness or errors in the Order.
 - 11.11. The Customer must take all actions required to meet the preconditions and requirements for submitting and executing the Order.
 - 11.12. The Customer agrees that the Bank may record and store Orders and notices (confirmations) submitted to the Bank by using communication tools and that the Bank may use these records for proving respective Orders or notices (confirmations).
 - 11.13. The Bank accepts and executes Orders in the terms and manner stated in regulatory enactments of the Republic of Latvia, the Pricelist, Service agreement, Regulations and other documents binding upon the Customer.
 - 11.14. The Customer may request that the Bank only accepts and executes Orders acceptance and the execution whereof is provided by the Regulations and Pricelist or where the Bank and the Customer agreed upon the execution of such Orders in a Service agreement or in a special agreement.
 - 11.15. The Customer may submit Orders to the Bank during the Bank's business hours and the Orders submitted beyond the Bank's business hours are considered as received on the following Bank's business day, unless stated otherwise in the Regulations, Pricelist, Service agreement or another document binding upon the Customer.
 - 11.16. The Customer may revoke or correct an Order if the Bank has not executed the Order or has not undertaken liabilities towards third parties for execution of the Order. The Bank may reject Order revocation or correction if the Bank has started execution of the Order.
 - 11.17. If figures or amounts stated in the Customer's Order are given both in digits and in words and if they vary, the Bank may refuse to accept and/or not to execute such Order without any responsibility therefore, or execute the Order based on the figures or amounts expressed in words.
 - 11.18. The Bank is not responsible for a delay in Order execution if such delay occurred due to the Customer's failure to execute or submit to the Bank the Order according to the Bank's requirements or if such delay resulted from other circumstances beyond the Customer's and Bank's control.
 - 11.19. The Bank is not responsible for delays in Order submittal, sending, execution and loss, transmission errors or distortions resulting from absence of or damages to communication equipment, time zone differences, currency exchange rate fluctuations, or any other circumstances beyond the Bank's will and control. The Bank is not responsible for losses and other extra expenses of the Customer and third parties that might occur in the case described in this clause.
 - 11.20. If any action (Banking transaction) stated in the Customer's Order should be executed in a certain timeframe, the Customer must specify the execution term in each individual case. The execution term should be stated in writing, unless the Regulations or respective Service agreement prescribes otherwise. The Bank retains the rights to ignore the Customer's stated Order execution term if such execution is impossible according to the current banking practice and would contradict regulatory enactments of the Republic of Latvia or the Regulations. The Bank is not responsible for losses of the Customer and third parties resulting from delayed Order execution. If the Customer does not specify the execution term in the Order, the Bank is not responsible for losses of the Customer and third parties resulting from delayed Order execution.
 - 11.21. If the Bank needs to exchange currencies to provide a Payment service and/or execute an Order, the exchange is performed according to the Bank's set currency buying and selling rate effective on

the day of writing off or deducting the respective amount and the Customer covers all expenses related to currency buying and selling. The Bank publishes current currency buying and selling rates on the Bank's website: www.expobank.eu. Changes to currency buying and selling rates are binding upon the Customer directly and without prior notice.

12. ERRONEOUS BANKING TRANSACTIONS

- 12.1. If the Bank has erroneously credited monetary or other funds to an account, the Customer must promptly inform the Bank upon discovery of such erroneous Banking transaction.
- 12.2. The Bank may write off monetary or other funds from the account, which the Bank credited to said account by mistake, error or inattentiveness, due to illegal actions of third parties or with no legal reason without notice to the Customer. If monetary or other funds on the account are insufficient or Banking transactions on the Customer's account are limited, the Customer must repay the Bank the monetary or other funds received with no legal reasons and not repaid and the Bank may write off the amount required from the Customer's other accounts without prior agreement with the Customer.

13. LIMITATIONS

- 13.1. The Bank may fully or partially suspend providing of Services (validity of a Service agreement) or handling of Banking transactions (including but not limited to Banking transactions with the Customer's monetary and other funds on the Customer's accounts) and execution of Orders by blocking Services and/or accounts in the cases and manner laid down in these Regulations, the Service agreement or regulatory enactments of the Republic of Latvia.
- 13.2. Upon the Customer's incentive, their account and/or Service can be blocked and restored based on the Customer's instructions submitted in writing or otherwise as agreed by the Bank and the Customer. Banking transactions handled by the Bank to repay the Customer's liabilities towards the Bank or Banking transactions that the Bank should make under regulatory enactments of the Republic of Latvia cannot be blocked upon the Customer's incentive.
- 13.3. In case of threats of fraudulent use of monetary and other funds on the account, the account or Service can be blocked upon the Customer's incentive based on the Customer's oral instructions received over the telephone. In this case, the Bank may ask the Customer questions based on the Customer data and information at the Bank's disposal to identify the Customer.
- 13.4. If the Bank has doubts regarding the Customer's identity, the Bank may refuse to block the account or Service or may request to provide a written confirmation of the blocking instructions articulated by the Customer. The Bank may cancel the blocking if the Customer fails to confirm the blocking within the Bank's set term. In this case, the Bank is not responsible for losses of the Customer and third parties resulting from the Bank's refusal to block or blocking cancellation.
- 13.5. The Bank may block the account and/or Service without the Customer's specific request or consent but with notice to the Customer if the Bank has concerns regarding safety of the monetary and other funds on the accounts or regarding possible threats, unauthorised or fraudulent transactions on the account. The Bank is not responsible for losses and extra expenses that the Customer and third parties that might incur in the case specified in this clause. The Bank releases the account and/or Service once there are no circumstances that triggered the blocking.
- 13.6. The Bank may block the Account and/or Service at any time without notice and explanations given to the Customer to prevent money laundering and terrorism financing. The Bank is not responsible for losses and other extra expenses that the Customer and third parties might incur in the case stated in this clause.
- 13.7. The Bank may block the account and/or Service without the Customer's specific request or consent if:
 - 13.7.1. the Customer has not provided and does not provide the Bank's requested documents and information for identification of the Customer and Customer's representative or identity verification and/or Customer due diligence;
 - 13.7.2. the representation authorities of the Customer's representative have expired;
 - 13.7.3. contradicting documents have been submitted to the Bank regarding representatives of the Customer, being a legal entity;
 - 13.7.4. the Bank possesses information about death of the Customer, being an individual;
 - 13.7.5. the Customer has not fulfilled his/her liabilities towards the Bank in due time and volume, including the Customer's failure to pay the Bank for the Services provided and Banking transactions handled, and the Customer has a debt towards the Bank;
 - 13.7.6. in other cases stated in the Service agreement.

The Bank is not responsible for losses and other extra expenses that the Customer and third parties might incur in the cases described in this clause.

- 13.8. The Bank releases the account and/or Service blocked under the provisions of Clause 13.5, **Error! Reference source not found.** and 13.7 once there are no circumstances that triggered the blocking. If the blocking was triggered by the Customer's – an individual's death, the account is restored upon the heirs' request based on documents proving inheritance rights.
- 13.9. The Customer's monetary and other funds with the Bank may be pledged, arrested and the Customer's Banking transactions may be fully or partially suspended in the cases and manner laid down in regulatory enactments of the Republic of Latvia.

14. TERMINATION OF THE SERVICE AGREEMENT

- 14.1. Unless the Service agreement prescribes otherwise, the Bank may unilaterally terminate any Service agreement between the Bank and the Customer and to request the Customer to comply with all his/her liabilities emerging from the Service agreement and Regulations without compensating the Customer and third parties any losses and extra expenses:
- 14.1.1. within 10 (ten) days prior notice to the Customer who is not a Consumer;
 - 14.1.2. within 2 (two) months prior notice to the Customer who is a Consumer.
- 14.2. Unless the Service agreement prescribes otherwise, the Customer may unilaterally terminate any Service agreement between the Bank and the Customer having informed the Bank thereof giving a 10 days' notice and having met all liabilities towards the Bank (including payment of the Commission fees). The Customer's outstanding liabilities towards the Bank shall remain in effect until the total discharge thereof.
- 14.3. The Bank may immediately terminate any Service agreement between the Parties without prior notice to the Customer and to request the Customer to fulfil all their liabilities towards the Bank emerging from the Service agreement and Regulations (including payment of the Commission fees) without compensating the Customer and third parties any losses and extra expenses if:
- 14.3.1. the Customer does not provide, refuses to provide or does not submit the Bank's requested information and documents within the Bank's set term or if the Customer has provided false, imprecise or incomplete information and documents;
 - 14.3.2. The Bank suspects or has stated that the Customer's submitted documents are forged and/or information and documents do not meet actual circumstances, the Bank suspects or has stated that a person who has not been identified by the Bank or properly authorised acts on behalf of the Bank or if the Customer's stated beneficiary is another person;
 - 14.3.3. the Bank suspects or has stated that the Customer attempted to, is involved in or related to terrorism financing and/or money laundering or if the Customer attempted to use or uses the Bank's provided services for illegal purposes – fraud or other illegal actions;
 - 14.3.4. the Bank has a reason to consider further cooperation with the Customer unwelcome, unworthy, useless, affecting or damaging the Bank's name, honour, credibility or reputation;
 - 14.3.5. the Customer has taken legally punishable, dishonest or unethical actions towards the Bank or actions that affect the Bank's interests and reputation or compromise the Bank, has permitted insulting, offensive or defamatory actions against the Bank or its officers;
 - 14.3.6. the Customer has not fulfilled the Bank's request to provide or increase collateral to ensure fulfilment of the Customer's liabilities within the Bank's set terms or manner;
 - 14.3.7. the Customer has infringed these Regulations and/or fails to fulfil or improperly fulfils their liabilities towards the Bank;
 - 14.3.8. in the cases and manner laid down in regulatory enactments of the Republic of Latvia, as well as in other cases stated in the Service agreement concluded with the Customer.

15. RESPONSIBILITY

- 15.1. When providing Services and handling Banking transactions, the Bank acts as a decent and prudent owner, ensures that the Services provided and Banking transactions concluded are backed with appropriate professionalism and care, and protects the Customer's interests as long as the Bank can and is obliged to do so.
- 15.2. The Bank is not responsible for indirect losses caused to the Customer (lost profit, etc.).
- 15.3. The Bank is not responsible for services provided by third parties (e.g. correspondent banks, mediating banks) through the mediation of the Bank.
- 15.4. The Bank is not responsible for losses incurred by the Customer due to risks related to currency exchange rate fluctuations, financial instruments price decrease or other investment-related risks or related to a decrease in the value of monetary and other funds deposited with the Bank.

- 15.5. The Bank is not responsible for correctness and legality of the Customer's Banking transactions and for the Customer's decisions and consequences of actions related thereto.
- 15.6. If means of communication are used within the scope of provision of the Services and Banking transactions, the Bank shall not be liable for any loss or damage caused by the failure or damage of the electronic and technical equipment used or other means of communication.
- 15.7. The Bank is not responsible for its full or partial failure to fulfil its liabilities if such failure resulted from any circumstances beyond the Bank's control and will (force majeure) (for example, but not only natural disasters, wars, strikes, interruptions in operations of communication tools and information systems, power supply failures, regulatory enactments passed by state institutions, illegal actions of third parties). If force majeure circumstances occur, the Bank may suspend providing of Services until the force majeure circumstances and its aftermath are eliminated.

16. CONSIDERATION OF COMPLAINTS AND DISPUTES

- 16.1. The Bank shall inform the Customer about the written questions, objections, suggestions or complaints and the time-limits to give the answer, except for the payment services provided by the Bank, within 3 (three) business days after the receipt of the application, if the term of the review is not set relating to the Service for which the Customer's application is received in the Regulations or regulatory enactments governing the respective Service.
- 16.2. The Bank responds to complaints received about payment services provided by the Bank within 15 (fifteen) business days of receiving the complaint, but if the answer to the received complaint cannot be provided due to the circumstances being beyond the Bank's control, the total term to consider the complaint may reach 35 (thirty-five) business days from the date of receiving the complaint.
- 16.3. Any dispute between the Bank and a Customer who is not a Consumer shall be settled at the claimant's choice in the courts of the Republic of Latvia or in the Court of Arbitration of the Association of Latvian Commercial Banks, unless otherwise determined in the relevant Service Agreement. Any dispute between the Bank and a Customer who is a Consumer shall be settled in accordance with the regulatory enactments of the Republic of Latvia governing consumer protection. Unless the Bank and the Customer have agreed in the Service Agreement or other agreement in accordance with the requirements of regulatory enactments of the Republic of Latvia to settle the dispute in arbitration court, such dispute shall be settled by a competent court of general jurisdiction of the Republic of Latvia.
- 16.4. If a dispute between the Bank and Customer who is a Consumer cannot be settled in negotiations, such dispute shall be resolved in the courts of the Republic of Latvia, unless the Bank and the Customer have agreed in the Service agreement or in any other agreement to file the claim to the Court of Arbitration pursuant to regulatory enactments of the Republic of Latvia.
- 16.5. The Customer is entitled to submit a written complaint to the Ombudsman of the Finance Latvia Association in accordance with the rules and regulations of the Ombudsman. The Ombudsman of the Finance Latvia Association is located at: Doma laukums 8A-6, Rīga, his website is <https://www.financelatvia.eu/ombuds/>.
- 16.6. The Customer is entitled to file a complaint with the Bank's supervising authority. Supervision over the Bank's activities is carried out by the Financial and Capital Market Commission and the Bank's information is available in the Register of Licensed Payment Institutions. The Financial and Capital Market Commission address is: Kungu iela 1, Rīga, LV-1050, the website is www.fktk.lv.
- 16.7. The Customer who is a Consumer is entitled to lodge a complaint with the Consumer Rights Protection Centre, located at: Brīvības ielā 55, Rīgā, LV – 1010, its website is www.ptac.gov.lv.