

1. GENERAL PROVISIONS

Terms used in the Agreement:

Bank – AS Expobank, reg. No. 40003043232

Customer – natural person, who has concluded the Agreement on the use of Internet Bank.

Internet Bank – system for remote management of Customer's Accounts and reception of financial services, conclusion of agreements, issuing of Orders, exchange of information between the Customer and the Bank or performance of other actions offered by the Bank online using the internet. The Internet Bank is available on the Bank's website <https://www.expobank.eu> or on the internet <https://ib.expobank.eu/>.

Login Name – a generated combination of numbers and/or Latin letters specified in the Agreement, which serves as a Customer's identifier in the Internet Bank and which is used by the Customer to authenticate for access to the Internet Bank.

Password – a combination of numbers and Latin letters which should be changed on a regular basis, which is linked to the Login Name, is selected by the Customer and which is known only to the Customer to ensure Customer's access to the Internet Bank and authentication.

User Guide – the document issued by the Bank, which explains how to use the Internet Bank and which the Customer familiarises with when signing the Agreement.

DIGIPASS Device – an electronic device (means of authorisation) issued by the Bank, which is used for generation of one-time Authorisation Codes for remote authentication of the Customer and authorisation of all types of Customer's Orders to ensure and verify authenticity and authorisation of these Orders.

Account – any account at the Bank, which is open or will be opened in the future in the Customer's name and which the Customer may handle using the Internet Bank.

Order – an order given by the Customer in the Internet Bank, including a payment order, an application, a message, a submission, conclusion (signing) of service agreements, other document for provisions of a service and/or Account service, or other actions in the Internet Bank offered by the Bank.

Authorisation Code – an authentication or authorisation element generated by the DIGIPASS device, which is entered by the Customer to access the Internet Bank, with which the Customer approves an Order in the Internet Bank, and which is considered consent to Customer's action in the Internet Bank, replaces the Customer's signature and ensures authorisation and authenticity of an Order.

Authentication – the Login Name, the Password and the Authorisation Code, which ensure and enable the Bank to admit that the relevant Customer authorisation data and financial services using the Internet Bank are used by their owner – the Customer.

Regulations – *Bank's General Regulations for Provision of Banking Services.*

Tariffs – *Tariffs of Bank operations and other financial services.*

1.1. The Agreement shall enter into effect when signed by the Customer and the Bank.

1.2. The legal relationship between the Parties is defined and regulated by the Regulations unless otherwise provided for in the Agreement. In case of contradictions between the Regulations and provisions of the Agreement, provisions of the Agreement shall apply.

1.3. When signing the Agreement, the Customer agrees that the Bank is entitled to unilaterally set restrictions and limits on the use of the Internet Bank, services provided and transactions performed using the Internet Bank, informing the Customer thereof in the Internet Bank.

1.4. For connection to the Internet Bank and execution of Orders, the Customer shall pay the Bank service fees in accordance with the Tariffs.

1.5. The Internet Bank is available on the internet in online mode 24 hours a day.

1.6. The Customer has the right to use the Internet Bank to obtain information, handle money in the Accounts (manage Accounts) at the Bank, submit an authorised Order at any time of the day. The Bank shall accept an Order for execution during Bank's office hours and shall execute it pursuant to provisions of the Agreement, provisions of the service agreements concluded between the Parties, Bank's *Payment regulations*, the Regulations, the Tariffs and the requirements, the procedure and the deadlines set out in laws and regulations of the Republic of Latvia and international laws and regulations it is bound by.

1.7. After Customer's authentication and connection to the Internet Bank, all the Orders and service agreements (provisions thereof), which were prepared, authorised and submitted for execution to the Bank in the Internet Bank using the correct Login Name, Password, Authorisation Code, are considered by the Parties effective, valid documents, which are, in terms of their legal force, equivalent to documents prepared in writing and correctly signed by the Customer himself/herself in accordance with the Civil Law of the Republic of Latvia, with all legal consequences arising from then and impose on the Customer liabilities in accordance with provisions of the Civil Law of the Republic of Latvia and they serve as justification for relevant postings, preparation of information, dispute resolution in any institutions, submission of documents to a tax authority or other national regulatory authorities, and their text cannot be disputed.

1.8. All messages, information, data and documents provided by the Bank to the Customer in the Internet Bank, are the information binding for the Customer and they are equivalent to a document provided by the Bank on paper.

1.9. The Bank is entitled to amend these provisions of the Agreement at any time notifying the Customer thereof in writing (also electronically – using the Internet Bank) 2 (two) months before their entry into force. If within 2 (two) months of the notification the Customer has not objected in writing (also electronically) against the amendments to provisions of the Agreement, it shall be deemed that the Customer has agreed to them. If the Customer disagrees with the amendments to provisions of the Agreement, the Customer is entitled to terminate this Agreement unilaterally before these amendments enter into force. The Agreement shall be terminated no later than within 10 (ten) days of receiving the Customer's notice. Until the day of termination of the Agreement the Customer is entitled to fulfil all his/her liabilities towards the Bank. The Bank is entitled to amend the Regulations, the Tariffs and the Bank's Payment regulations unilaterally in accordance with the procedure defined in the Regulations.

1.10. The Internet Bank is and after the beginning of its use, during its use and after the end of its use shall remain property of the Bank.

2. USE OF THE INTERNET BANK AND THE DIGIPASS DEVICE

2.1. Before starting to use the Internet Bank the Customer is obliged to ensure security of the means of communication, systems and the established communication channel used, including before entering Internet Bank access data it is necessary to ensure that the registered and certified Internet Bank website (address) specified by the Bank is used.

2.2. The Customer should follow Bank's regulations and instructions, when using the DIGIPASS device.

2.3. The DIGIPASS device is linked to the Agreement and can be used only with the Login Name specified in the Agreement. The DIGIPASS device shall become property of the Customer after the entry of the Agreement into force and payment (deduction) of the service fee specified in the Tariffs for the DIGIPASS device (its issuing).

2.4. When connecting to the Internet Bank for the first time and before starting to use it, the Customer is liable to change the initial Password issued by the Bank.

2.5. All functions of the DIGIPASS device may be accessed by entering the six-digit PIN code. The initial PIN code is issued (notified) to the Customer at the time of issuing (receiving) of the DIGIPASS device. Having received the DIGIPASS device the Customer is liable to change the initial PIN code. After the initial PIN code has been changed, it is known only to the Customer and he/she is entitled to change it on his/her own.

2.6. After the Customer's first connection to the Internet Bank and change of the Password, the Password is known only to the Customer and he/she is entitled to change it on his/her own. If the Customer forgets the Password, upon Customer's identification or authentication the Bank enables the Customer to use the initial Password which was issued earlier, observing

provisions of the Agreement, or to create a new initial Password.

2.7. The Customer's Password, Login Name, DIGIPASS device and its PIN code represent confidential information. The Customer is liable to take security measures and to protect, store and use the Internet Bank, the Password, the Login Name, the DIGIPASS device and its PIN code with due care and safety so that nothing of the aforementioned becomes accessible to other persons. After the Password, the Login Name, the DIGIPASS device and its PIN code have been received, the Customer shall assume all the risk and responsibility for their storage and use, including for unauthorised use. The Bank will not accept any Customer's references, objections and claims about unauthorised use of the Password, Login Name, DIGIPASS device or its PIN code by other persons.

2.8. If the confidential information specified in Clause 2.7 has become known or might have become known to other person, or if the DIGIPASS device has been lost or stolen, or the PIN code of the DIGIPASS device, Login Name or Password and other Internet Bank data have been lost, the Customer is liable to inform the Bank thereof immediately. Having received the Customer's message, the Bank shall block as soon as possible, but no later than within 1 (one) Bank's business day, the possibility of accessing (using) the Internet Bank and/or using the DIGIPASS device.

The Bank shall not be responsible for any Orders executed, services provided, actions involving money in the Account and other actions performed in the Internet Bank using the correct Authorisation Code before the Bank received from the Customer a written notice about blocking access to (use of) the Internet Bank and/or the DIGIPASS device

3. ORDERS AND THEIR EXECUTION

3.1. It is the Customer's duty to prepare Orders accurately, completely and correctly. Orders should be prepared in accordance with the requirements of the Bank's Payment regulations, the Regulations, the Tariffs, the service agreements concluded between the Parties, laws and regulations of the Republic of Latvia and international laws and regulations it is bound by. The Bank shall not be responsible for any delays in submission, execution or loss of Orders, transmission errors or distortions due to faults, disturbances or damages in communication equipment, where the Internet Bank or its individual functions are not available/usable due to technical reasons, time zone differences, foreign currency fluctuations or any other circumstances out of control of the Bank. The Bank shall not be responsible for losses and other additional expenses, which have been inflicted/may be inflicted by the Customer or other person in the cases specified in this Clause.

3.2. The Bank shall execute Orders in accordance with their content, without verifying the correctness and legality of Customer's instructions. However, if they evidently do not correspond to the true details known to the Bank, the Bank is entitled, but not liable to withhold

execution of the Order and request additional instructions clarifying those that were received previously. Additional expenses inflicted by the Bank due to the execution of such Orders shall be covered from Customer's money and shall be paid in accordance with valid Tariffs.

3.3. When connecting to the Internet Bank, preparing and authorising Orders or performing other actions offered by the Internet Bank, the Customer should act with greatest care, observing the requirements and procedure defined in the Agreement, User Guide, Bank's Payment regulations, the Tariffs, the service agreements concluded between the Parties, as well as laws and regulations of the Republic of Latvia and international laws and regulations it is bound by.

3.4. If the Customer needs help or consultations in matters related to the use of the Internet Bank, then he/she may call or ask personally at the Bank.

3.5. The Customer is liable to ensure the conditions including unauthorised access of other persons to the Internet Bank and/or its unauthorised use, and the Customer is aware and assumes all the risks and responsibility related to the use of the Internet Bank, the DIGIPASS device and the means of communication, systems and communications channels (means of electronic communication) used.

3.6. It is the Customer's duty to authorise, i.e. approve by the Authorisation Code each Order, which is submitted to the Bank using the Internet Bank.

3.7. One Authorisation Code for several independent Orders shall be considered a unique authorisation (approval) for each Order and an integral part of each Order.

4. LIABILITIES AND RESPONSIBILITY OF THE PARTIES

4.1. The Bank is entitled to supplement or change at any time unilaterally the scope and procedure of the services provided, actions performed and Orders submitted in the Internet Bank. As soon as these technical capabilities are provided in the Internet Bank, they shall automatically become available to the Customer observing certain restrictions.

4.2. It is the Bank's duty to provide the Customer in accordance with the procedure laid down in the Agreement, provisions of the Agreement, the Regulations and the User Guide with information about balances of the Customer's Accounts connected to the Internet Bank, about the flow of money in them, Orders issued, as well as take other actions related to the use of the Internet Bank.

4.3. The Bank is entitled to ask the Customer at any time to authenticate again or to authorise (approve) an Order again. The Bank shall be entitled to request and in this case the Customer shall be liable to make authentication and/or authorisation (approval) of the Order.

4.4. The Bank is entitled not to execute an Order and request additional instructions, which clarify the previously received Order, as well as to request additional information and certification from the

Customer for more accurate authentication, expression of intention or authorisation (approval) of the Order.

4.5. Using the Internet Bank the Bank is entitled to request from the Customer and the Customer is liable to provide the Bank with the information, documents and/or certifications necessary to fulfil compliance requirements to Bank's operations in accordance with the laws and regulations of the Republic of Latvia and international laws and regulations it is bound by and provision of such information, documents and/or certifications at the Internet Bank in the cases defined by the Bank is mandatory for execution of Orders, provision of services and conclusion of service agreements.

4.6. The Bank shall be entitled to skip an Order without a separate warning in the following cases:

- the Order has been completed inaccurately, incorrectly, incompletely or does not correspond to the form and requirements defined by the Bank;
 - the Bank does not provide the service specified in the Order;
 - the Bank has suspicions about the Customer's identity, authenticity of Customer's intention or authenticity of the Order and the Bank has failed to contact the Customer to verify his/her identity or authorise (approve) the Order;
 - the Bank suspects illegal actions;
 - the Customer does not observe provisions of the Agreement, the Bank's Payment regulations, the Regulations, the Tariffs, as well as the requirements defined in the service agreements concluded between the Parties;
 - the Customer does not follow the procedure and rules of use of the Internet Bank and the DIGIPASS device;
 - upon the Bank's request the Customer has not authenticated again and/or authorised (approved) the Order again;
 - the Customer's Order is unclear or damaged due to faulty communications;
 - the Account has insufficient amount of money to execute the Order and pay for the service fee due to the Bank;
 - actions with the Account or Accounts have been suspended or the Accounts have been seized;
 - the execution of the Order exceeds the limits and restrictions set for the use of the Internet Bank or for the Customer;
 - such rights are provided for in the Regulations, the Bank's Payment regulations, provisions of the service agreements concluded between the Parties or the laws and regulations of the Republic of Latvia and international laws and regulations it is bound by;
 - the Customer does not fulfil other Bank's requirements.
- 4.7. The Customer is entitled:
- to ensure that the Bank has up-to-date Customer's contact details;
 - to submit to the Bank the information or documents requested by it within the deadline specified by the Bank, including to come to the Bank for Customer's repeated identification;

- to read on a regular basis, but at least once a month (including the Internet Bank) to view Account statements and other Bank's notices, which are related to the Orders executed, and to ascertain their correctness and compliance with authorised Orders;
- to read on a regular basis, but at least once a month the information and messages sent by the Bank in the Internet Bank.

4.8. It is Customer's duty to follow the procedure of use of the Internet Bank defined in the User Guide and to ensure the technical and security requirements set by the Bank for the use of the Internet Bank.

4.9. The information about executed Orders and performed transactions is available in the Account statement in the Internet Bank. At the time, when the Bank makes an Account statement available to the Customer at the Internet Bank, it is considered that the Customer has learned information about executed Orders and performed transactions indicated in this Account statement. The Customer is entitled to inform the Bank about unauthorised or erroneously fulfilled Order.

4.10. The Customer assumes all the risks related to unauthorised use of the Internet Bank, the DIGIPASS device and the means of communication, systems and communications channels (means of electronic communication) used.

4.11. The Customer undertakes all the risk and liability for the losses resulting from:

- erroneous or distorted transmission of an Order or other Document, including misunderstanding, errors or distortions due to lack of or disturbances in the technical communication infrastructure, as well as in case of illegal actions of other persons to the extent this has not been caused by gross negligence of the Bank;
- duplication of an Order or other document;
- if the Customer has disclosed the Password and/or Login Name and transferred the DIGIPASS device and its PIN code to other person and this person used the Internet Bank and/or performed actions there;
- unauthorised or erroneous Orders, if the Customer has acted wrongfully intentionally or out of gross negligence;
- unexecuted Order in the cases referred to in Clauses 4.4 and 4.6 of the Agreement;
- if the Customer does not take the actions specified in Clause 4.3 of the Agreement;
- if the Customer has not observed provisions of the Agreement, Bank's Payment regulations, the Regulations or the service agreements concluded between the Parties, including has not provided the information, documents and/or certifications requested by the Bank in Clause 4.5 of the Agreement;
- in the cases defined in Clause 4.13 of the Agreement to restrict or block Customer's access to the Internet Bank and/or Accounts in the Internet Bank.

4.12. The Customer assumes all the risks related to sending of the Login Name, Password, DIGIPASS device and its PIN code to the Customer. If the Bank uses services of other persons for this purpose at the Customer's order, then the Customer shall approve that they have been received in a way acceptable for the Bank. The Bank reserves the right until the approval is received not to make it possible for the Customer to use the Internet Bank, not to activate access to the Internet Bank, the Password and the DIGIPASS device. The Bank shall not be responsible for the loss of the package sent at the instruction of the Customer, a delay in delivery and other potential expenses of the Customer and/or other persons related to the delivery of the package, as well as other circumstances out of control of the Bank.

4.13. The Customer shall be responsible for all the actions performed using the Internet Bank, if those have been performed by the Customer or any other person, whom the Customer has disclosed the Password and/or Login Name, and such actions have been performed using the DIGIPASS device. This provision shall not be in force, if the Customer has informed the Bank in writing about blocking of the Internet Bank and/or the DIGIPASS device before taking respective actions.

4.14. The Bank is entitled to restrict or block Customer's access to the Internet Bank and/or Accounts immediately in the following cases:

- the Customer does not observe, fulfil or has violated the requirements set in provisions of the Agreement, Bank's Payment regulations, the Regulations, Bank's requirements, service agreements concluded between the Parties and the laws and regulations of the Republic of Latvia and international laws and regulations it is bound by;
- all the Customer's Accounts or the Accounts linked to the Internet Bank at the Bank have been closed;
- modernisation of software, system operation, changes in the Internet Bank or in other cases;
- in case of technical disturbances;
- there is a risk that the Bank, its customers or other persons may suffer losses as a result of using the Internet Bank;
- the Bank suspects or has received information about wrongful actions or potential threats, including unauthorised or fraudulent use of the Internet Bank or the DIGIPASS device;
- there are repeated unsuccessful attempts to use the Internet Bank, authorise Orders or use the DIGIPASS device;
- insolvency proceedings of the Customer have been initiated;
- execution of Customer's Orders has been stopped in the cases defined in the service agreements concluded between the Parties;
- force majeure has set in, until these conditions and consequences thereof are eliminated;
- the Agreement is terminated;
- in other cases, when according to the Regulations the Bank is entitled to withdraw from the service agreement concluded between the Parties unilaterally.

The Bank shall not be responsible for losses and other additional expenses, which have been inflicted/may be inflicted by the Customer or other person in the cases specified in this Clause.

4.15. Access to the Internet Bank and/or Accounts at the Internet Bank may be restored, if the conditions, which have been the basis for restriction of access, no longer exist.

4.16. The Customer is responsible for all the Orders, concluded agreements, actions with money in the Account and other actions performed using the Internet Bank, and fulfilment of all liabilities arising from such transactions.

4.17. The Bank is not responsible for the losses inflicted upon the Customer, if the Internet Bank has been hacked due to wrongful actions of other persons and actions have been performed in Customer's Accounts. In such a case it is the Bank's duty to contact law enforcement authorities and the Parties shall jointly take all efforts to eliminate the consequences and losses resulting from the wrongful action by submitting respective actions against respective third parties.

4.18. The Bank shall not be responsible for the losses inflicted upon the Customer and/or other person, when the Bank exercises the rights envisaged in provisions of this Agreement.

5. FINAL PROVISIONS

5.1. In the course of fulfilment of the Agreement the Parties shall act in accordance with applicable laws and regulations of the Republic of Latvia. All the disputes arising from this Agreement shall be resolved by the Parties through negotiations. If negotiations do not lead to a result acceptable for both Parties, the Parties are entitled to transfer the dispute for resolution to a court the Republic of Latvia in the manner prescribed by laws and regulations of the Republic of Latvia.

5.2. The Customer agrees that the Bank records and registers all actions made using the Internet Bank, and stores this information in databases of the Bank. These records are considered to be evidences and certification of the Customer's will and may serve as an evidence for resolution of disputes between the Parties, including in a court. The Bank is entitled to use these records for justification and proof of the provision services, conclusion of agreements, execution of Orders. The Bank shall be entitled, yet not liable to store the records for 10 (ten) years after termination of the business relationship between the Parties.

5.3. The Agreement is concluded for an indefinite period.

5.4. The Customer is entitled to terminate the use of the Internet Bank and terminate the Agreement unilaterally at any time without specifying the cause of termination, but by notifying the Bank thereof 10 (ten) days in advance.

5.5. The Bank is entitled to stop the Customer from using the Internet Bank unilaterally and terminate the Agreement unilaterally at any time without specifying the cause of termination, but by notifying the Customer thereof 2 (two) months in advance.

5.6. The Agreement shall be terminated no later than within 1 (one) month of the day, when the Bank terminates the business relationship with the Customer and all Customer's Accounts at the Bank are closed. For a period of up to 1 (one) month the Customer is provided access to the Internet Bank for communication with the Bank and then this Agreement is terminated automatically and access to the Internet Bank is closed.

5.7. The Bank has the right to stop the Customer from using the Internet Bank unilaterally and to terminate the Agreement unilaterally immediately and without any warning, if the Customer violates provisions of this Agreement and/or access to the Internet Bank in accordance with provisions of this Agreement has been limited, as well as in other cases defined in the Regulations or laws and regulations of the Republic of Latvia and international laws and regulations it is bound by.

5.8. Termination of the Agreement in any case does not release the Customer from the duty to pay the Bank all service fees due to it, compensate expenses, pay for inflicted losses, as well as fulfil other liabilities, which occur during the effective period of this Agreement.

5.9. This Agreement has been prepared in duplicate in English, both counterparts have equal legal force. One copy is kept by the Bank, the other – by the Customer.

5.10. The procedure of submission of complaints in defined in the Regulations and their examination takes place in accordance with the Regulations.

5.11. If due to amendments to laws and regulations of the Republic of Latvia any clause of this Agreement loses its force or comes in conflict with requirements of laws and regulations, only these Clauses shall lose their force, but the rest of the Agreement shall remain in force.

5.12. Operations of the Bank are supervised by the Financial and Capital Market Commission of the Republic of Latvia. Address of the Financial and Capital Market Commission: Kungu iela 1, Riga, LV-1050. For more information on the Financial and Capital Market Commission visit its website: www.fktk.lv.