

DEPOSIT AGREEMENT TERMS

1. Terms and definitions

- 1.1. **Agreement** — Part I and Part II of the Deposit Agreement concluded between the Depositor and the Bank.
- 1.2. **Bank** — BluOr Bank AS.
- 1.3. **Current Account** — the Depositor's Current Account opened with the Bank.
- 1.4. **Deposit Account** — the Depositor's account opened with the Bank where the Depositor's funds are stored during the Deposit Term.
- 1.5. **Deposit (Deposited Amount)** — funds deposited by the Depositor with the Bank on the basis of the Agreement.
- 1.6. **Depositor** — a client of the Bank who has concluded the Agreement with the Bank.
- 1.7. **GTB** — General Terms of Business
- 1.8. **Interest** — interest accrued to the Depositor for making the Deposit with the Bank; the amount and procedure of payment of the Interest are governed by the Agreement and the applicable legislation of the Republic of Latvia.
- 1.9. **Parties** — the Bank and the Depositor in relation to one another.
- 1.10. **Pricelist** — the Bank's latest service pricelist.

2. General provisions

- 2.1. A precondition for concluding the Agreement is the existence of the Current Account and funds on the Current Account in the amount of the Deposited Amount.
- 2.2. The subject of the Agreement is acceptance and maintenance of the Deposit on the basis of the Agreement and in accordance with its terms.
- 2.3. The Agreement shall be deemed concluded once it is signed, the Bank has opened a Deposit Account and the Deposited Amount has been remitted to the Deposit Account.
- 2.4. The Bank shall transfer the Deposit Amount from the Current Account to the Deposit Account on the basis of an authorisation from the Depositor as included in the Agreement — without receiving a payment order, immediately upon signing of the Agreement.
- 2.5. At the Depositor's request, the Bank shall issue to the Depositor a reference on the status of their Deposit Account.
- 2.6. The Deposited Amount shall not be replenished during the term of the Agreement.
- 2.7. The Agreement shall govern the legal relationship between the Depositor and the Bank, specifying the rights and obligations of the Parties stemming from placing the Deposit with the Bank. The terms of the Agreement shall apply for both standard and special Deposits.
- 2.8. The Bank shall be entitled to amend the terms of the Agreement unilaterally in accordance with the procedure provided for in the GTB. If the Depositor does not agree with the amendments, and the Parties cannot reach an agreement, the Bank shall be entitled to terminate the Agreement unilaterally.
- 2.9. Issues concerning the legal relationship between the Parties that are not governed by the Agreement shall be resolved in accordance with the GTB, applicable legislation, and accepted practice.
- 2.10. The names of clauses and paragraphs of the Agreement are for reference and convenience only, and shall not be used for interpreting the purpose of the Agreement.
- 2.11. The execution of the Agreement shall be governed by the applicable legislation of the Republic of Latvia; the Agreement has been compiled and shall be interpreted in accordance with the applicable legislation of the Republic of Latvia.
- 2.12. If the amounts specified in the Agreement in words are different from the amounts specified in digits, the agreed-upon amounts shall be deemed to be those specified in words.
- 2.13. All calculations related to the execution of the Agreement shall be carried out by the Bank, on the basis of the provisions of the Agreement and calculation methods applied in the Bank's practice.
- 2.14. The invalidity or non-compliance of any clause of the terms of the Agreement to applicable legislation shall not affect the validity of any other clause or of the Agreement in its entirety. Once such a flaw is identified, the Parties shall agree to remedy it and continue to cooperate in accordance with the valid Agreement so as to preserve the purpose and essence of the Agreement as closely as possible.

3. Interest

- 3.1. Interest shall be accrued on the Deposited Amount for the actual time that the Deposit remains on the Deposit Account (every calendar day, including weekends and holidays).
- 3.2. The initial and the final days of interest accrual shall be considered as 1 (one) day; it shall be assumed that Interest is accrued on the initial (first) day, but no Interest is accrued on the final (last) of such days. When calculating interest payments in euros and foreign currencies, it shall be assumed that a year consists of 365 (three hundred and sixty-five) days. No interest shall be accrued on Interest that the Depositor does not withdraw.

4. Paying out the Deposit and Interest

- 4.1. The Bank shall pay out to the Depositor:
 - 4.1.1. Interest: at the end of the term of the Agreement, irrespective of whether or not the Agreement is extended; the Bank shall be entitled not to pay accrued Interest, if:
 - 4.1.1.1. The Agreement is terminated before the maturity date of Deposit;
 - 4.1.1.2. The Deposited Amount or part thereof is written off in accordance with Clause 6 of the Agreement;
 - 4.1.2. The Deposited Amount: on the last day of the Deposit period, provided that at the moment of payment of the Deposit the Agreement is in effect and no restrictions are set regarding operations on the Current Account and Deposit Account.
- 4.2. The Bank shall transfer the Interest and Deposited Amount to the Current Account. If the day of payment of the Deposited Amount or Interest is a weekend day or a holiday, such payment shall be made on the following working day.
- 4.3. Prior to paying out the Interest, the Bank shall be entitled to withhold any mandatory payments (taxes, duties etc.) pursuant to the applicable legislation of the Republic of Latvia, if necessary converting the funds into a different currency to the amount of the funds to be withheld, based on the effective exchange rate specified by the Bank at the moment of such conversion. The Bank shall be entitled to pay out the Deposited Amount or Interest also in the event of the Depositor's death, in accordance with the procedure specified in the Agreement, withholding relevant amounts (taxes, duties etc.). In accordance with the applicable legislation of the Republic of Latvia, required notifications or information on withheld amounts shall be provided using means of remote account service or upon request at the Bank in accordance with the Pricelist.

5. Use of a Deposit as collateral

- 5.1. The Depositor shall pledge the Deposited Amount and Interest as financial collateral (except claims stemming from payment card use) and shall secure fulfilment of any of the Depositor's current and future liabilities, and shall assign the Bank to, in the event of non-fulfilment of the liabilities or any part thereof, use the Deposit and Interest in order to discharge the liabilities.
- 5.2. The term of the Agreement (Deposit period) shall be deemed automatically extended until the next business day, upon complete settlement of the secured claims.
- 5.3. Within the extended Deposit period pursuant to paragraph 5.2 of the Agreement, the Depositor shall not be entitled to request or withdraw the Deposited Amount or Interest, in full or partly, to pledge, encumber or otherwise dispose of the Deposited Amount or Interest.
- 5.4. If, in the event of extension of the term of the Agreement, the Deposit period reaches a threshold for which a higher Interest rate is set in the Pricelist, the Bank shall continue calculating the Interest at the rate specified in the Agreement.
- 5.5. If the Depositor or a third party fails to satisfy the Bank's claims secured by the Deposit, the Bank shall be entitled to use the Deposited Amount and Interest for settling the secured claims. The Depositor shall authorise the Bank to debit the amount claimed by the Bank from the Deposit Account and to remit it to the Bank's account for the purpose of settling the Bank's claims and, if necessary, without prior approval from the Depositor, to convert funds on the Deposit Account at the exchange rate specified by the Bank at the time of the conversion.

6. Early termination of the Agreement

- 6.1. The Depositor shall be entitled to terminate the Agreement unilaterally, by notifying the Bank thereof at least 35 (thirty five) days ahead. In such case, the Depositor shall pay the Bank the early termination fee of the Agreement to the extent specified in the Pricelist and the Bank shall pay out the Deposited Amount to the Depositor except the Interest accrued, by withholding the early termination fee of the Agreement.
- 6.2. If the Deposit serves as collateral for payment card credit limit, the Depositor shall have the right of early termination of the Agreement in accordance with paragraph 6.1 only upon entire fulfilment of Depositor's obligations arising out of the Credit Card Agreement.
- 6.3. The Depositor shall have the right of early termination of the Agreement only in full Deposit amount.
- 6.4. The Bank shall have the right to refuse from early termination of the Agreement if the Depositor fails to notify the Bank of the early termination of the Agreement or fails to comply with the warning period laid down in paragraph 6.1.
- 6.5. The Bank shall be entitled to, without giving a prior notice to the Depositor, terminate the Agreement unilaterally and close the Deposit Account before the expiration of the Deposit period, if:
 - 6.5.1. Collection is enforced upon the Depositor's funds in accordance with the applicable legislation of the Republic of Latvia — at the moment of enforcement of collection;
 - 6.5.2. The Bank exercises rights under Clause 5 of the Agreement — at the moment of exercising the rights;
 - 6.5.3. Depositor fails to fulfil their obligations to the Bank or to fulfil them appropriately. In the event of the termination of the Agreement, the Bank shall pay out the Deposited Amount and the accrued Interest to the Depositor within 1 (one) month after such a decision is made.

7. Automatic extension of the Agreement

- 7.1. The Depositor shall be entitled to choose for an automatic extension of the Agreement by indicating it respectively in Part I of the Agreement, or at a later date by notifying the Bank through the Internet Bank at least one day before the maturity date of the Deposit.
- 7.2. The Bank shall inform the Depositor about the automatic extension of the Deposit through the Internet Bank on the date of the automatic extension of the Deposit.
- 7.3. The Depositor shall have the right to waive the automatic extension of the Agreement referred to in Part I of the Agreement, by notifying the Bank in writing at least one day before the maturity date of the Deposit.
- 7.4. In the event of automatic extension, the Agreement shall be extended each time based on the previously set Deposit period, provided that it complies with one of the Deposit periods specified in the Pricelist, applying the Deposit Interest rate as per the effective Pricelist at the time of the automatic extension. If, at the time of automatic extension of the Deposit, the Pricelist does not provide for a Deposit period that corresponds to the previously set Deposit period, the Bank shall extend the Deposit to a shorter Deposit period, which, in terms of the Deposit Interest rates, is the closest to the previously set Deposit period.
- 7.5. The Interest accrued and outstanding in respect of the previously set Deposit period shall be credited to the Depositor's Current Account on the last day of the Deposit period, irrespective of whether or not the Agreement is extended.
- 7.6. The Bank shall have the right to refrain from automatic extension of the Deposit and to terminate the Deposit on its maturity date by notifying the Depositor at least one day before the maturity date of the Deposit.

8. Other provisions

- 8.1. The Depositor shall undertake to notify the Bank immediately about any changes in the information they specified in the Agreement, as well as supply additional information about themselves or their activities at the Bank's request. The Depositor shall be liable for the authenticity and completeness of data supplied to the Bank, as well as for timely provision of the data.
- 8.2. The Bank shall receive charges for the services provided to the Depositor pursuant to the Pricelist.
- 8.3. The Bank's GTB and the Bank's shall be available on the Bank's premises during its working hours, as well as on the Bank's website, www.bluorbank.lv; the Pricelist shall be available on the Bank's premises during its working hours, on www.bluorbank.lv, and via the Internet Bank. The Bank shall be entitled to amend these documents in accordance with the GTB.
- 8.4. Disputes or disagreements shall be resolved by the Parties' agreement. The Parties agree that a precondition for review of a dispute shall be the submission of a written complaint to the other Party. If a dispute cannot be resolved by negotiating, it shall be resolved at the claimant's discretion either by a court in the Republic of Latvia in accordance with the applicable legislation of the Republic of Latvia, or by the Court of Arbitration of the Association of Commercial Banks of Latvia in Riga, pursuant to its Bylaws, the Regulations of the Court of Arbitration and the Regulations "On the Costs of the Court of Arbitration of the Association of Commercial Banks of Latvia". Provisions of such documents shall be considered incorporated in this clause. The judgment of the Court of Arbitration shall be final, not liable to appeals and binding upon the Parties. Litigation shall be conducted in the Latvian language. There shall be 1 (one) arbitrator. The Parties authorise the Chairman of the Court of Arbitration of the Association of Commercial Banks of Latvia to appoint the arbitrator. If the Depositor is a consumer and no other relevant agreement exists, a dispute shall be resolved at the claimant's discretion by a court in the Republic of Latvia in accordance with the applicable legislation of the Republic of Latvia.