

**RULES
OF USING AN INDIVIDUAL SAFE**

1. GENERAL RULES

Bank – Akciju sabiedrība “Latvijas tirdzniecības banka”;

Client – physical or legal entity, or another subject of right, who is being offered with services by a Bank;

Account – an opened requirement investment account;

Agreement – a conducted incorporation of Individual safe rent between a Client and a Bank;

Individual Safe – a special safe for keeping valuables;

Safe Deposit – a special camera, where Individual safes are kept;

Contracting Parties - Bank and Client;

Tariffs – Bank’s active tariffs of operations and other financial services.

2. RIGHTS AND OBLIGATIONS OF CONTRACTING PARTIES

2.1. Rights and Obligations of a Bank

2.1.1. A Bank provides a Client with a free entrance in Safe Deposit at working hours of Bank, excluding situations mentioned in 3.3. rule;

2.1.2. Renting an Individual Safe, a Bank identifies a Client and his/her delegated official representative in order, which is definite of Client’s identification rules;

2.1.3. If a Client passes a key or keys of Individual Safe at Bank’s Safe Deposit, a Bank takes care of keeping the received key or keys of Individual Safe and doesn’t make a duplicate;

2.2. Rights and Obligations of a Client

2.2.1. Honestly abide definite requirements of these Rules and fulfil all Bank’s admonitions connected to Individual Safe rent;

2.2.2. Making sure that belongings which might cause rust or chemical reaction (as a result belongings might get damaged or obliterated) wouldn’t get in Individual Safe;

2.2.3. Using Individual Safe, abide the most care;

2.2.4. If any damage has occurred at Individual Safe, a Bank should be informed immediately;

2.2.5. If a Client decides to keep Individual Safe key or keys himself/herself, a Client insures keeping the received key or keys of Individual Safe and not making a duplicate;

- 2.2.6. Personally or using communication sources (e.g., fax, e-mail, etc.) immediately inform a Bank if a Client does not possess Individual Safe keys (loss of it, etc.);
- 2.2.7. Forbidden to consign keys to a third person without authorizing him/her;
- 2.2.8. Forbidden to pass a rent of an Individual Safe to a third person;
- 2.2.9. Thoroughly make sure if Individual Safe is closed after being used;
- 2.2.10. During the last day of renting an Individual Safe, it has to be loosed and Individual Safe keys have to be passed to Bank, or incorporating with Bank of extension of Agreement;
- 2.2.11. Using Individual Safe only when a Client or his/her authorized official representative reside in Safe Deposit in presence of Bank's employee;
- 2.2.12. Using Individual Safe only during Safe Deposit working hours and entering Safe Deposit in accompaniment with Bank's employee only if there is no other Client;
- 2.2.13. Receiving Bank's services associated with renting Individual Safe, paying for them in order of Bank's rules and active Tariffs;
- 2.2.14. Extension of a term of Individual Safe renting, in order of Bank's definite and active Tariffs, a Client has to pay to Bank for the next term of using Individual Safe;
- 2.2.15. Client is responsible for actions of his/her authorized person who is using Individual Safe.
- 2.2.16. If a Client refuses to cooperate with a Bank and doesn't follow any of these Agreement mentioned points, a Bank has a right unilaterally break this agreement and a Client has an obligation to pass the received Individual Safe keys at Bank's possession.

3. SPECIAL RULES

- 3.1.** In Individual Safe it is forbidden to keep easy combustion, explosive, venomous, drug, radioactive substance, as well as other substances and subjects, which can cause damage to Individual Safe or Bank, cold and fire weapons, ammo, explosives, pyrotechnics, special ingredients, which are illegal to keep as administrative or criminal responsibility will be conducted according to legislation of Republic of Latvia;
- 3.2.** Bank is not interested of belongings, which are kept in Individual Safe, but considering safety (if any suspicions occur of the placed contents in Individual Safe not following the 3.1 point of the law) Bank has the right:
 - 3.2.1. To require a Client to show the kept belongings in Individual Safe and give all necessary explanations concerning them;
 - 3.2.2. In situations when a Client is not reachable for 24 (twenty four) hours after Bank's invitation, Bank has the right to open Individual Safe without a Client being present or his/her permission;
- 3.3.** Bank has the right not to let a Client into Safe Deposit and not to return him/her the contents of Individual Safe, if:
 - 3.3.1. Client has a debt accumulated for renting Individual Safe (fine sanction);
 - 3.3.2. Other mentioned Law obligations are not followed;

- 3.3.3. Client or his/her authorized official representative does not have the keys with themselves, in situations, if it is kept at Client;
- 3.3.4. Client or his/her authorized official representative does not have the identity documents.
- 3.4. Bank provides a Client with all necessary information of order to rent Individual Safe. Rules of renting Individual Safe can be found in written form at Bank's home website (www.ltblv.com) and they are a bond part of this Law.
- 3.5. A Client pays to Bank for renting Individual Safe before receiving the service according to active Tariffs;
- 3.6. A Client according to definite Tariffs of Bank compensates all loans and deprivations, which occurred as a result of Client losing key/keys to Individual Safe or damaging the lock, as well as other deprivations, which occurred as a cause of using Individual Safe incorrectly and obligations not completed by a Client party according to this Law and its rules.
- 3.7. If a Client did not extend the renting term of Individual Safe or did not inform Bank the reasons of not extending and after renting term expiry did not vacate Individual Safe and did not pass the keys, Bank has a right after 30 (thirty) calendar days, without the presence of a Client and formed Bank's agreement Commission to open Individual Safe and take the contents of it.
- 3.8. If a Bank takes the belongings of a Client from Individual Safe by the mentioned occasion in 3.7 point, Bank, if it is possible, keeps the contents of Individual Safe separately in a special place for 6 (six) months. If a Client did not obtain the contents of Individual Safe during this period of time, then Bank has a right and it is authorized to annihilate the contents or **to realize of no charge to the third person**. From obtained money sources of realizing the contents of Individual Safe Bank has a right to use the obligations and other expenditures in unacceptable order (also includes, expenditure compensation of realizing the contents of Individual Safe, etc.);
- 3.9. If a Client dies, Individual Safe can be opened and contents can be reviewed only by inheritor or his/her authorized person, who is confirmed by a decision of a court. **The review can take place only in the presence of a Bank's employee**. In order to insure the right of the ownership of the contents in Individual Safe, safe is not allowed to be opened before receiving the copy of the court decision and this occasion does not refer to mentioned terms of 3.7 and 3.8 points of the Rules.
- 3.10. If a Client dies, an inheritor, who has been approved or appointed by a court decision has the right to obtain the contents of Individual Safe, if he/she has paid to Bank all proper payments for renting Individual Safe, as well as compensated all loses and expenditures, if such were to occur at Bank.

4. RESPONSIBILITY

- 4.1. Bank is responsible for providing a Client with a rental of Individual Safe being in a good technical shape and insures that it will be opened only to Client or his/her authorized official representative, excluding foreseen situations of these rules when Safe is being opened without a Client's presence.
- 4.2. Bank guarantees that Client is being confidential.
- 4.3. Bank can give out information of Client's identity only to legislation of Republic of Latvia in particular situations and order.

- 4.4. Bank is not responsible for the nature of the subject kept in Individual Safe.
- 4.5. Bank is not responsible for the actions of a third person, who was given the Client's keys of Individual Safe.
- 4.6. Bank is not responsible for the contents of Client's Individual Safe. All belongings of Individual Safe are Client's property. Bank is responsible for keeping the Individual Safe in good technical shape and security, as well as for employee actions, Client's occurred loses as a result of employee's actions.
- 4.7. If mentioned term of 2.2.10 point of Rules is being contravened, Client has to pay to Bank a rental charge for using Individual Safe, as well as fine payment for every late calendar day as 0, 15% of definite rental charge.
- 4.8. Client has to cover all the expenditures in Bank, which are connected with forcing to open an Individual Safe and validating the contents of Individual Safe in the mentioned situation of 3.6 point of the Rules, as well as other loses, which occurred as a result of Client not following the requirements of this Agreement (Law).
- 4.9. The mentioned and consequent payments of 3.6 and 3.7 points of Rules Client has to pay to Bank not later than during 3 (three) calendar days from the moment of Bank's request.

5. **OTHER RULES**

- 5.1. This Law remains active from the moment of Law being undersigned and is active until rental term expiration and all mentioned connection accomplishment of this Law.
- 5.2. Undersigning this Law a Client reassures that he/she is introduced to the Rules of Law, fully agrees on them and engages to follow and fulfil Rules precisely.
- 5.3. Bank has the right unilaterally make the turnover and additions in Rules of renting Individual Safe and change the Tariffs of renting Individual Safe. Also according to active Laws, Bank has the right to change the payment of renting the safe for the next rental term in situation of elongating the Agreement. Bank informs of these turnovers and additions at least in seven days before them turning active, placing the proper information in the accommodation of Bank where it can clearly be seen or on Bank's website www.ltblv.com
- 5.4. Any of Contracting Parties is able to end this Agreement any time, informing other Party in written or oral form. If an Agreement is being closed before the expiration of the term, Bank keeps the paid imprested rental payment.
- 5.5. If a Bank's employee has doubts if a Client is under alcoholic, drug or any other befuddled substance effect, or the content of Individual Safe seems suspicious potentially, a Bank has the right to end the Party with a Client, informing Bank security or to call police.
- 5.6. After the term of this Agreement is expired, a Client frees Individual Safe and formalizes the act of returning the key/keys to Bank.
- 5.7. The accomplishment of the Agreement Parties achieves according to active material and process right guidelines of Latvian Republic. All rumpuses, which have occurred while cooperating in Agreement, Parties solve in negotiation way. If a satisfied result has not been achieved in negotiation way by both Parties, rumpuses are decided by a Court in general order or by arbitration of Latvian Commerce Bank association if such is requested. A written complaint counts as a basis of reviewing a rumpus, which is applied to other Party. If a rumpus according to this Agreement is being solved by arbitration of

Latvian Commerce Bank association in Riga, then it is being done according to stats, regulative and junctures of this arbitration of Latvian Commerce Bank association arbitration expenditures, and this document rules are considered as contents of this point;

- 5.8.** Parties are released from responsibility of accomplishing or not accomplishing the agreement, if it is caused by insurmountable circumstances (nature disasters, breakdown, conflagration, mass disturbance, outlaw strike, war, law or legislation act changes, which can accidentally forbid (restrict) mentioned in agreement actions or somehow restrict cooperating Parties to complete the agreement in foreseen obligations) and other circumstances, which are considered as *Force Majeure* circumstances in the bounds of this agreement.