

<b>BANK</b> Akciju sabiedrība "Latvijas tirdzniecības banka" Reg. No. 40003043232 Grēcinieku iela 22, Rīga, LV-1050	<b>BANK REPRESENTATIVE:</b> _____
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**and**

<b>CUSTOMER</b> Name, surname/ Name XXXXXXXXXXXXXXXX	<b>CUSTOMER'S REPRESENTATIVE</b> XXXXXXXXXXXXXXXXXXXX
Identity number/ Reg. No. XXXXXXXXXXXXXXXXXXXXXXXX	
Address XX	

**both together hereinafter also referred to as the parties, enter into this Agreement:**

<b>SUBJECT OF THE AGREEMENT</b>
Pursuant to the terms and conditions of this Agreement, the CUSTOMER deposits for a certain period of time, and the BANK accepts the CUSTOMER'S monies for depositing for a certain period of time – as a deposit, and agrees to disburse to the CUSTOMER the deposited monies and the deposit interest under this Agreement at the stated term.

<b>DEPOSIT PROVISIONS</b>
Type of deposit: <b>Time Deposit</b> <b>Time Deposit with Interest Disbursement</b>
Customer's demand deposit account No.
Deposit account No.
Deposit amount (in figures): <b>XXXXXXXXXXXXXX</b> Currency : <b>XXXXXXXX</b>
Deposit amount and currency (with words): ( <b>XXXXXXXXXXXXXX</b> )

Annual interest rate (in figures)	<b>X</b> , <b>X</b> <b>X</b> %	Annual interest rate (with words)	( <b>XXXXXXXXXXXXXX</b> )
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Interest payment regularity in	1 month	3 months	6 months	12 months	Other: <b>XXXXXXXX</b>
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Deposit term (calendar months)	<b>XX.</b>
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Deposit start date	<b>XX/XX/200X</b>	Deposit end date	<b>XX/XX/200X</b>
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**Signatures of the Parties**

<p><b>BANK</b></p>	<p><b>CUSTOMER</b></p> <p>I hereby confirm that I have become acquainted with the provisions of this Agreement, including but not limited to as presented on the other side of this sheet, and with the Bank's charges and charges for other financial services, I fully agree with them and I undertake to comply with them.</p>
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## 1. General Provisions

### 1.1. Terms used in the Agreement:

<b>Bank</b>	Akciju sabiedrība "Latvijas tirdzniecības banka";
<b>Customer</b>	a person for whom a demand deposit account is opened with the Bank and who enters into the Deposit Agreement;
<b>Deposit Account</b>	an account opened for the Customer under the terms and conditions of this Agreement, in which the Customer's monies are placed and recorded;
<b>Agreement</b>	the Deposit Agreement and its provisions as concluded between the Customer and the Bank;
<b>Tariffs</b>	applicable Bank charges and other financial service charges;
<b>Interest</b>	interest calculated on the Deposit, the rate and procedure of payment of which are determined by this Agreement and the Bank's approved deposit interest rates. Interest is calculated according to annual interest rates, assuming that there are 365 days per year;
<b>Time Deposit</b>	the Customer's monies placed in the Deposit Account for a specified period of time with a fixed Interest rate stated in this Agreement, with disbursement of the Deposit and Interest at the end of the Deposit Term;
<b>Time Deposit with Interest Disbursement</b>	the Customer's monies placed in the Deposit Account for a specified period of time with a fixed Interest rate stated in this Agreement, with regular disbursement of Interest as stated in this Agreement;
<b>Deposit Term</b>	a period of time for which the Customer deposits their monies with the Bank under this Agreement;
<b>Deposit Start Date</b>	the date on which the monies are transferred into the Deposit Account, which is confirmed with a payment document or a printout issued by the Bank from the Bank's system of records. The Deposit Term starts on this date;
<b>Deposit End Date</b>	the date on which the deposited monies and the interest are transferred to the Customer's demand deposit account;
<b>Parties</b>	the Bank and the Customer.

- 1.2. The Customer's signature confirms that they have become fully acquainted with this Agreement and these Provisions; that they understand and agree with them, as if they had written this text themselves.
- 1.3. The Customer shall be liable for the truthfulness and completeness of information provided to the Bank. The Customer shall immediately notify the Bank on any changes to the information given in this Agreement. In the event of delayed, false or incomplete information the Customer shall liquidate all damages caused to the Bank thereof, and the Bank shall not held liable for damages caused to the Customer due to delayed, false or incomplete information.
- 1.4. The Customer's signature confirms that the source of all monies placed in the Deposit Account is lawful/legal and they are not related to an attempt of laundering proceeds from crime.
- 1.5. The Customer shall pay to the Bank for the Bank's services in accordance with the Bank charges and other financial services charges applicable at that moment, and the Customer hereby authorizes the Bank to withhold the respective service charge under uncontested proceeding from monies in any of the Customer's accounts.
- 1.6. The Bank shall be entitled to amend the Provisions of this Agreement at any time, informing the Customer in writing (also electronically). Unless the Customer objects to the amendments in writing (also electronically) within one month from the moment of notice by informing about termination of this Agreement, it is deemed that the Customer has confirmed their agreement to the amendments. In the event the Customer notifies about termination of this Agreement within the said term, the Agreement is terminated not later than within 10 workdays from reception of the Customer's notice, whereupon the provisions of the Agreement as they were before introduction of amendments shall apply within this term.
- 1.7. When concluding this Agreement the Customer is entitled to choose one of the following types of deposit: Time Deposit or Time Deposit with Interest Disbursement
- 1.8. This Agreement commences as of its signature, with transfer of the Deposit into the Deposit Account. By signing this Agreement the Customer authorizes the Bank to withdraw the indicated deposit amount from the Customer's demand deposit account.

- 1.9. After expiry of the Deposit Term the Bank shall transfer the Deposit with Interest to the Customer's demand deposit account.
- 1.10. The Customer shall be entitled to receive the deposit amount and the Interest as cash on hand free of charge after expiry of the Deposit Term. Should the Customer terminate this Agreement before expiry, the norm expressed in the first sentence of this Article shall not be valid.
- 1.11. The Bank guarantees disbursement of the Deposit and Interest with all its real and personal property. The Bank secures nondisclosure of information about the Customer and their Deposit, except for the cases stipulated by the legislation of the Republic of Latvia.
- 1.12. The Bank withholds taxes from the Interest calculated on the Customer's Deposit only in the cases stipulated by the legislation of the RL.
- 1.13. Interest is calculated as of the transfer of the Deposit into the Deposit Account until the end of the Deposit Term (excluding the Deposit End Date). Interest on the previously calculated amount of interest is not calculated (is not capitalized).
- 1.14. If the Customer concludes a deposit agreement for a term equal to a number of full months, which is not indicated in the table of the Bank's approved annual deposit interest rates (appended), the closest lowest annual interest rate shall be applied.

## 2. Termination of the Agreement before Expiry

- 2.1. The Customer shall be entitled to request termination of this Agreement at any time during the term of the Agreement, as provided for by this Agreement.
- 2.2. The Customer shall be entitled to request, with the Bank's approval, termination of this Agreement and withdrawal of the Deposit, by notifying the Bank in writing 10 (ten) calendar days before. In the event the Agreement is terminated upon the Customer's initiative, the Interest shall not be paid and the amount of Interest disbursed earlier shall be withheld from the Deposit or other monies of the Customer.
- 2.3. The Customer may not comply with the notice term indicated in Article 2.2 of this Agreement and terminate the Agreement earlier only by approval with the Bank.
- 2.4. The Bank shall be entitled to terminate this Agreement without a prior warning to the Customer and close their Deposit Account before the Deposit End Date:
  - 2.4.1. if the Customer has not transferred the amount stated under this Agreement into the demand deposit account;
  - 2.4.2. if collection is adjudged for the Customer's monies pursuant to the applicable RL legislation;
  - 2.4.3. if the Bank exercises its right stipulated in Article 3;
  - 2.4.4. if the Bank has substantiated suspicion about the legal origin of the monies;
  - 2.4.5. if the Customer's demand deposit account is closed.
- 2.5. In the event of the Customer's death (natural person) or liquidation (other subjects under law), if heirs, the administrator or other legal successors request termination of this Agreement prior to expiry, the Deposit without Interest shall be disbursed as provided for by this Agreement on the grounds of an application by the persons who submitted the documents on the Customer's death or liquidation and on the right to act with the monies of this Customer to the Bank.

## 3. Deposit as Security

- 3.1. The Customer may secure fulfillment of obligations towards the Bank under another concrete document (agreement or contract) with the Deposit and Interest in the understanding of Financial Security Law. In such case the Bank shall be entitled, in the event of failure of such obligations, to withdraw the Deposit and Interest for its benefit without approval of the Customer.
- 3.2. Should the Bank have counterclaims against the Customer during the term of this Agreement, the Customer authorizes and confirms their agreement with their signature, so that the Bank covers their eventual debt from the Deposit and Interest.

## 4. Final Provisions

- 4.1. During the implementation of this Agreement the Parties shall act subject to material and procedural legal norms applicable in the Republic of Latvia. The Parties shall resolve all disputes arising during the validity of this Agreement through negotiations. If a result satisfying both Parties is not reached through negotiations, disputes shall be referred to the court under general procedure, or to Arbitration Court of Association of Latvian Commercial Banks, upon the claimant's choice. If a dispute concerning this Agreement is resolved at Arbitration Court of Association of Latvian Commercial Banks in Riga, it shall be in accordance with the Regulations and Rules of this Arbitration Court and the bylaw on expenditure of Arbitration Court of Association of Latvian Commercial Banks, and the provisions of these documents shall be deemed included under this article.
- 4.2. The Parties shall be released from liability for insufficient performance or failure of their contractual obligations if they become are affected by force majeure (Acts of God, accident, fire, mass riots, strikes, military actions, adoption of laws or legislative acts that directly or indirectly prohibit (restrict) the activities under this Agreement, or otherwise limit the capacity of the Parties to perform the obligations under this Agreement) or other circumstances that are deemed force majeure in the understanding of this Agreement.