

DEPOSIT MAINTENANCE TERMS AND CONDITIONS

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1. Terms and definitions

- 1.1. Agreement** – a Deposit Agreement concluded between the Depositor and the Bank.
- 1.2. Bank – AS BlueOrange Bank.**
- 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 which the Depositor has deposited 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. Interest** – interest accrued to the Depositor for making the Deposit with the Bank; the amount and procedure of payment of the Interest are regulated by the Agreement and the applicable legislation of the Republic of Latvia.
- 1.8. Parties** – the Bank and the Depositor in relation to one another.
- 1.9. Pricelist** – the Bank’s latest service pricelist.
- 1.10. Terms and Conditions** – these Deposit Maintenance Terms and Conditions, with which the Depositor has become acquainted before concluding the Agreement, and which are binding upon the Depositor.

2. General provisions

- 2.1.** A precondition for concluding the Agreement is the existence of the Current Account and funds on the Current Account equal to 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 the Terms and Conditions.
- 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 amount of the Deposit 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 and the Terms and Conditions shall regulate 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 and Conditions shall apply for both standard and special Deposits.
- 2.8. The Bank shall be entitled to amend the Terms and Conditions unilaterally. The Bank shall notify the Depositor about changes in the Terms and Conditions by publishing the relevant information on the Bank's website, www.blueorangebank.com 15 (fifteen) days before the changes take effect. Unless the Bank receives the Depositor's objections to amendments in the Terms and Conditions, the Depositor shall be deemed to consent to the amendments. If the Bank receives objections from the Depositor and the Parties cannot reach an agreement, the Bank shall be entitled to terminate the Agreement unilaterally.
- 2.9. The provisions of the Agreement shall prevail in the event of contradictions between the Agreement and the Terms and Conditions.
- 2.10. Issues concerning the legal relationship between the Parties that are not regulated in the Agreement and the Terms and Conditions shall be resolved in accordance with the General Terms of Business, applicable legislation, and accepted practice.
- 2.11. The names of sections and clauses in the Terms and Conditions are for reference and convenience only, and shall not be used for interpreting the purpose of the Terms and Conditions.
- 2.12. The execution of the Agreement and the Terms and Conditions are regulated by the applicable legislation of the Republic of Latvia; the Agreement and the Terms and Conditions have been compiled, and shall be interpreted in accordance with the applicable legislation of the Republic of Latvia.
- 2.13. If the amounts specified in the text of the Agreement and these Terms and Conditions using words are different from the amounts specified using digits, the agreed-upon amounts shall be deemed to be those specified using words.
- 2.14. All calculations related to execution of the Agreement shall be performed by the Bank, acting on the basis of the provisions of the Terms and Conditions and calculation methods applied in the Bank's practice.
- 2.15. The invalidity or non-compliance of any clause of the Agreement or these Terms and Conditions 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 on to remedy it and continue to cooperate in accordance with the valid Agreement and Terms and Conditions 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 is assumed that no Interest does not accrue on the final (last) of such days. When calculating interest payments in euros and foreign currencies, except those stated below, it is 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: in accordance with the procedure stipulated in the Agreement; the Bank shall be entitled not to pay accrued Interest, provided that:
 - 4.1.1.1. the Agreement is terminated prior to the term of the Deposit;
 - 4.1.1.2. the Deposit or part thereof is written off in accordance with Section 6 of the Agreement;
 - 4.1.2. the Deposited Amount: on the last day of the Deposit period, provided that the Agreement is in effect at the moment of payment of the Deposit and operations on the Current Account and Deposit Account are not being restricted.
- 4.2. In cases where the day that the Deposited Amount or the Interest is to be paid out is a weekend day or a holiday, such payment shall be made on the following working day.
- 4.3. Prior to paying Interest the Bank shall be entitled to withhold the mandatory amounts (taxes, duties etc.) specified

in 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, in accordance with the valid exchange rate specified by the Bank at the moment of such conversion. The Bank shall be entitled to pay the Deposit or Interest in accordance with the procedure specified in the Agreement, withholding relevant amounts (taxes, duties etc.), including in the event of the Depositor's death. 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 Deposit and Interest as financial collateral (except claims stemming from payment card use) and secure fulfilment of any of the Depositor's current and future liabilities, and assigns 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 Term) shall be deemed automatically extended until the business day after secured claims are fully settled.
- 5.3.** The Depositor shall not be entitled to request or withdraw the Deposited Amount or any part thereof, the Interest or any part thereof, to pledge, encumber or otherwise dispose of the Deposited Amount or Interest within the extended Deposit Term pursuant to clause 5.2 of Terms and Conditions.
- 5.4.** If, in the case of such extension of the term of the Agreement, the Deposit Term reaches a threshold, above which the Pricelist specifies a higher Interest rate, the Bank shall continue calculating Interest at the rate specified in the Agreement.
- 5.5.** If the Depositor or a third party fails to specify the Bank's claims secured by the Deposit, the Bank shall be entitled to use the Deposit and Interest for settling secured claims. The Depositor entitles 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. Premature termination of the Agreement

- 6.1.** The Depositor shall be entitled to terminate the Agreement unilaterally. In this case, the Depositor shall be obliged to pay the Bank a contractual penalty in the amount specified in the Pricelist, and the Bank shall pay out the Deposited Amount to the Depositor without paying out the Interest accrued, and debit the contractual penalty.
- 6.2.** If the Deposit has been placed in accordance with custom terms, then, in accordance with the Deposit placement terms selected by the Client, the procedure of paying Interest may differ from the Deposit terms and conditions specified herein. Inter alia, the Depositor shall be entitled to unilaterally terminate the execution of the Agreement and request premature repayment of the Deposit. In such cases, the Depositor shall be obliged to pay the Bank a contractual penalty in the amount specified in the Pricelist, and the Bank shall repay the Deposited Amount to the Depositor after deducting Interest previously paid out to the Depositor (including taxes, duties and other payments withheld by the Bank in accordance with the applicable legislation of the Republic of Latvia), without paying out accrued Interest to the Depositor.
- 6.3.** The Bank shall be entitled to, without giving a prior notice to the Depositor, terminate the Agreement unilaterally and close the Deposit Account prior to the expiration of the Deposit Term:
 - 6.3.1.** if 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;
 - 6.3.2.** if the Bank exercises rights under Section 5 of the Agreement – at the moment of exercising the rights;
 - 6.3.3.** if the Depositor fails to fulfil their obligations to the Bank or to fulfil them appropriately. When the Agreement is terminated, 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. Extension of the Deposit Term

- 7.1.** The Depositor shall be entitled to request the Bank to extend the Deposit Term and amend the Agreement accordingly before the Deposit is repaid.
- 7.2.** If the Bank does not consent to extending the Deposit Term, it shall pay the Deposited Amount and Interest to the Depositor in accordance with the procedure stipulated in the Agreement.
- 7.3.** If the Bank consents to extending the Deposit Term, it shall not repay the Deposited Amount to the Depositor at the end of the term, retaining the Deposit until the end of the new term (revising the Interest rate). The new Interest rate shall come into force at the moment of extending the term of the Deposit.

8. Other provisions

- 8.1.** The Depositor undertakes to notify the Bank immediately about any changes in the information they specified in the Agreement, as well as shall 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 General Terms of Business 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.blueorangebank.com; the Pricelist shall be available on the Bank's premises during its working hours, on www.blueorangebank.com, and via the Internet Bank. The Bank shall be entitled to amend these documents in accordance with the General Terms of Business.
- 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.