

Provisions of the Safe Deposit Box Use Agreement

1. Terms and definitions

The Bank	- AS BlueOrange Bank, Reg. No. 40003551060.
Pricelist	- the Bank's current Pricelist.
The Client	- a legal entity or a natural person, as specified in Part 1 of the Agreement, having opened a current account with the Bank.
Account	- the Client's Current Account opened with the Bank, as specified in Part 1 of the Agreement.
User	- the Client or the Client's representative and the natural person, as specified in Part 1 of the Agreement, which the Client authorises to use the Safe Deposit Box.
Agreement	- the Safe Deposit Box Use Agreement concluded between the Parties, consisting of Part 1 of the Agreement and Part 2 "Provisions of the Safe Deposit Box Use Agreement".
Provisions	- terms of use of the Safe Deposit Box, included in Part 2 of the Agreement.
Service	- rental of Safe Deposit Box during the period of use of the Safe Deposit Box.
Parties	- the Client and the Bank.
Key of the Safe Deposit Box	- the key of the Safe Deposit Box issued to the Client, used to access the Safe Deposit Box.
Period of use of Safe Deposit Box	- period of use of the Safe Deposit Box as specified in Part 1 of the Agreement.
Safe Deposit Box	- the Safe Deposit Box, as specified in Part 1 of the Agreement.
Safe Deposit Box Depository	- a specially equipped room within the premises of the Bank, where safe deposit boxes and safe deposit box cabins are located.
Safe Deposit Box Cabin	- a private, enclosed space, in which the User and the Safe Deposit Box is located.

2. General provisions

- 2.1. The Bank shall provide the Service to the Client in accordance with the Agreement. The Client shall rent the Safe Deposit Box pursuant to the Provisions and shall make payments in accordance with the Agreement and the Pricelist.
- 2.2. The Bank shall provide the Service to the Client in accordance with the Provisions and the Pricelist.
- 2.3. The Service Fee, as well as any other payments or charges due to the Bank under the Provisions, shall be additionally levied with value added tax pursuant to the applicable value added tax laws and regulations.
- 2.4. The legal relations of the Parties that are not stipulated in the Agreement shall be governed by the General Terms of Business, other provisions of the Bank, insofar as they are not in conflict with the Provisions and the law of the Republic of Latvia.

3. Rights and obligations of the Bank

- 3.1. The Bank shall provide the Safe Deposit Box and the Key of the Safe Deposit Box to the Client in good technical condition, as well as safe keeping the Key of the Safe Deposit Box at the Bank.
- 3.2. The Bank shall provide the Client/User with the access to the Safe Deposit Box during the Bank's business hours, by identifying the Client/User based on a personal identification document.
- 3.3. Starting from the date of the Agreement or the date specified in Clause 7.5 of the Provisions, the Bank shall have the right, without additional authorization or consent of the Client, to withdraw from the Account or any other accounts opened with the Bank on behalf of the Client, the Service Fee, as well as any other payments or expenses due to the Bank according to the Provisions, by performing currency-conversion, when appropriate, at the Bank's exchange rate as at the date of transfer. Such an assignment shall be deemed as the Client's commitment and shall not be revocable.
- 3.4. The Bank shall treat the Client/User information obtained through the execution of this Agreement as confidential, except in the cases provided for the laws and regulations of the Republic of Latvia.
- 3.5. The Bank shall have the right to exercise the lien on the contents of the Safe Deposit Box. The Bank shall be entitled to detain the contents of the Safe Deposit Box until the Client fulfils the obligations arising out of the Agreement.
- 3.6. The Bank shall have the right to prevent the Client/User from accessing the Safe Deposit Box, in the following cases:
 - 3.6.1. Another Bank's customer has already arrived to the Safe Deposit Box Depository;
 - 3.6.2. The Client/User does not carry the Key of the Safe Deposit Box and/or personal identification document;
 - 3.6.3. The Client fails to fulfil the obligations under the Agreement or obligations established in any other agreements concluded between the Bank and the Client;
 - 3.6.4. The term of validity of the representation rights of the Client's representative or authorized person has expired;
 - 3.6.5. There is a risk to the safety of the Bank or its employees, incl. the Client/User is under the influence of alcoholic, narcotic or other intoxicating substances.
- 3.7. The Bank shall have the right to open the Safe Deposit Box and remove its contents by drawing up a respective act, without prior coordination with the Client, in the following cases:
 - 3.7.1. The Bank has reasonable suspicions as to non-compliance of the contents of the Safe Deposit Box with the Provisions;
 - 3.7.2. The Client fails to fulfil the obligations specified in Clause 4.10 of the Provisions within 30 (thirty) days starting from the last day of the Period of use of the Safe Deposit Box;
 - 3.7.3. In the cases provided for in the laws and regulations of the Republic of Latvia.
- 3.8. The Bank shall store the contents of the Safe Deposit Box for the period of 1 (one) year. If the Client fails to withdraw his property during this period, it shall be deemed that the Client has refused it, and the Bank shall be entitled to deal with such property at its own discretion, incl. sell at a free price. The proceeds of the sale shall be diverted to cover the Bank's commission fees in accordance with the Pricelist and to cover other losses if such are incurred. The remaining funds shall be credited to the Client's account.
- 3.9. If the Bank, in exercising its rights specified in Clause 3.7 of the Provisions, upon opening the Safe Deposit Box determines that further storage of the contents of the Safe Deposit Box is unlawful or otherwise jeopardizes the security of the Bank and/or third parties, the Bank shall immediately inform the responsible bodies in accordance with the requirements of the regulatory enactments of the Republic of Latvia, and, if appropriate, shall hand over the contents of the Safe Deposit Box to the respective authorities.
- 3.10. The Bank shall have the right at any time to request the Client/User to present the contents of the Safe Deposit Box, if reasonable suspicions exist as to non-compliance with the Provisions.

- 3.11. The Bank shall have the right to relocate the Safe Deposit Box to another specially designed room within the premises of the Bank, by informing the Client thereof at least 30 (thirty) days in advance.
- 3.12. The Bank shall, not later than within 15 (fifteen) days after the receipt of the Service Fee, as well as any other payments or charges due to the Bank under the Provisions, issue an invoice to the Client, if the Client has requested an invoice it in accordance with the provisions of the Agreement.
- 3.13. The Bank shall be entitled to unilaterally amend and supplement the Agreement, including the Pricelist and the Provisions, in accordance with the procedure specified in the General Terms of Business.

4. Rights and obligations of the Client

- 4.1. The Client shall use the Safe Deposit Box in accordance with the Provisions.
- 4.2. The Client shall have the right to get acquainted with the amendments to the Provisions, the Bank's Pricelist and the General Terms of Business. The information on the amendments shall be available within the Bank's premises during the Bank's business hours and on the Bank's website www.blueorangebank.com.
- 4.3. The Client/User shall refrain from storing the following objects in the Safe Deposit Box (including items and substances):
 - 4.3.1. Objects that in any way might pose a risk of damage to the Safe Deposit Box, the contents of the Safe Deposit Box, the environment, the Bank, third parties and/or their property, including, but not limited to, substances that may cause mildew, rust, decay or chemical reactions, easily flammable, explosive, volatile, poisonous, narcotic or radioactive substances, any types of weapons;
 - 4.3.2. Objects, regarding which suspicions may arise as to their possible association with criminal offences, including money laundering;
 - 4.3.3. Other objects (including articles and substances), the storage or use of which is prohibited by laws and regulations of the Republic of Latvia.
- 4.4. The Client shall properly store the Key of the Safe Deposit Box, shall not duplicate it and shall prevent the Key of the Safe Deposit Box from being accessed by third parties, except for the User specified in Part 1 of the Agreement.
- 4.5. The Client/User shall lock the Safe Deposit Box after each use.
- 4.6. The Client shall notify the Bank immediately and the Bank will agree with the Client on further use of the Safe Deposit Box in the following cases:
 - 4.6.1. The Key of the Safe Deposit Box is lost, stolen or become available to third parties.
 - 4.6.2. The damage has been caused to the contents of the Safe Deposit Box or the Safe Deposit Box has become otherwise useless.
- 4.7. The Client shall not be entitled to transfer the Key of the Safe Deposit Box and/or the Safe Deposit Box to a third party, except for the User specified in the Agreement, if any.
- 4.8. The Client/User shall promptly declare the contents of the Safe Deposit Box to the Bank's employee, upon the Bank's request, in accordance with Clause 3.10.
- 4.9. The Client shall evacuate the Safe Deposit Box on the last day of the Period of Use of the Safe Deposit Box and shall transfer the Key of the Safe Deposit Box to the Bank. If the Safe Deposit Box is not evacuated, the Period of Use of the Safe Deposit Box shall be automatically extended for the term specified in Clause 7.5 of the Agreement and a Service Fee shall be charged in accordance with the Pricelist for the entire new Period of Use of the Safe Deposit Box. If the Bank is not able to withhold the commissions according to this Clause, the Bank shall act in accordance with Clause 3.7.
- 4.10. The Client shall undertake to fulfil the obligations set out in the Agreement, to pay the Service Fee in accordance with the Pricelist and to indemnify the Bank for damage incurred due to actions/inactivity of the Client/User. Damage is also understood, but not limited to, the failure to return the Key of the Safe Deposit Box, loss, damage of the Key of the Safe Deposit Box, forced opening of the Safe Deposit Box.
- 4.11. The Client shall ensure that the User complies with the terms of the Agreement and shall assume full responsibility for the actions of the User in use of the Safe Deposit Box, as well as for notifying the User about the Agreement, the General Terms of Business, and the Pricelist.

5. User

- 5.1. The User shall use the Safe Deposit Box during the term of the Agreement in accordance with the Client's instructions and the requirements of the Bank.
- 5.2. The Client shall grant the right to use the Safe Deposit Box only to the User specified in Part 1 of the Agreement.
- 5.3. The Client shall be entitled to revoke the User's right to use the Safe Deposit Box, in person, by arriving to the Bank, or by sending a message to the Bank through the Internetbank.

6. Responsibility

- 6.1. The Client shall bear sole responsibility for the compliance with the Agreement and fulfilment of the obligations under the Agreement, as well as the User's compliance with the Agreement.
- 6.2. The Bank shall not be responsible for the mutual relationships of the Client and the User. All mutual claims between the Client and the User arising out of this Agreement shall be resolved at sole discretion of the Client and the User, as far as the Bank has acted in accordance with the Provisions.
- 6.3. The Bank shall not be liable for the Client's obligations towards third parties. The Client shall not be liable for the Bank's obligations towards third parties.
- 6.4. The Client shall take full responsibility for the contents of the Safe Deposit Box, incl. its maintaining. The Bank shall not be liable for any damage, harm, loss or shortage of items stored in the Safe Deposit Box during the Period of Use of the Safe Deposit Box, as far as the Bank has acted in accordance with the procedure established in the Agreement, and after the end of the Period of Use, if the Bank withdraws the contents of the Safe Deposit Box in accordance with Clause 3.7 of the Provisions.
- 6.5. The Bank shall not be held liable for the nature and legality of the contents of the Safe Deposit Box, and for the actions of third parties to which the Key of the Safe Deposit Box has become available.
- 6.6. The Bank shall not be liable for losses incurred or likely to be incurred by the Client, if the Bank opens the Safe Deposit Box, sells or extinguishes its contents, or hands over the contents of the Safe Deposit Box to law enforcement authorities in the cases provided for in the Provisions.
- 6.7. The Client shall be liable for losses incurred by the Bank or third parties at the result of failure to use the Safe Deposit Box in accordance with the terms of the Agreement or regulatory enactments (including, but not limited to the Client not being aware of the dangerous nature of the contents of the Safe Deposit Box).

- 6.8. Indemnity shall not release the Parties from the full performance of their obligations.
- 6.9. All the Client's funds, financial instruments, deposits and proceedings thereof, held with the Bank, as well as the Client's cases owned, held or used by the Bank, shall serve as financial collateral and shall be pledged to the Bank as financial collateral. The collateral shall apply to all liabilities of the Client to the Bank, including the Bank's fees, expenses and any losses that the Client must bear with the Bank. If the Client fails to fulfil or improperly fulfils his obligations towards the Bank, the Bank shall be entitled to initiate recovery procedures with respect of the abovementioned types of collateral, as well as any other property of the Client in accordance with the applicable laws and regulations of the Republic of Latvia or other applicable regulatory enactments.
- 6.10. The Bank shall not be liable for non-fulfilment or partial fulfilment of its obligations due to Force Majeure circumstances (including natural disasters, disturbances in telecommunications, hostilities or mass riots, changes in applicable laws and regulations and other similar circumstances).

7. Entry into force, duration, termination and extension of the Agreement

- 7.1. The Agreement shall enter into force when signed by the Parties and upon the payment of the Service Fee by the Client in accordance with the Pricelist, and shall be valid up until the term specified in Part 1 of this Agreement or until the term of extension and full completion of the obligations by the Parties.
- 7.2. The Parties shall have the right to terminate the Agreement at any time by giving notice to the other Party 5 (five) days in advance in accordance with the procedures specified in the General Terms of Business.
- 7.3. In the event of an early termination of the Agreement, the Service Fee shall be withheld from the Client in accordance with the Pricelist for the entire term of the Agreement, but the paid Service Fee shall not be returned.
- 7.4. If upon termination of the Agreement the Client wishes to extend the Agreement, the Client shall submit to the Bank an application in free form for the extension of the term of the Agreement by contacting the Bank's employee or through the Internetbank. The Bank shall review the Client's application and, if the extension is approved, the Bank shall on the day of approval, pursuant to Clause 3.3 of the Provisions, withhold the Service Fee for the extended Period of Use of the Safe Deposit Box in full amount, according to the Pricelist.
- 7.5. If the Client fails to comply with the requirements established in Clause 4.9 of the Provisions within the specified time period, this shall be considered as the Client's intention to extend the Period of Use of the Safe Deposit Box. In such case, the Period of Use of the Safe Deposit Box shall be extended automatically:
- 7.5.1. By 12 (twelve) months; or
- 7.5.2. By 24 (twenty four) months, if by the last day of the Period of Use of the Safe Deposit Box (inclusive) the Client submits to the Bank a written application on the extension of the Period of Use of the Safe Deposit Box in person or through Internetbank, and pursuant to Clause 3.3 of the Provisions, on the next business day after the last day of the Period of Use of the Safe Deposit Box, the Service Fee shall be withheld for the extended Period of Use of the Safe Deposit Box in full amount, according to the Pricelist
- 7.6. The Bank shall be entitled to refuse the extension of the Period of Use of Safe Deposit Box, if the Client fails to comply with the terms of the Agreement or any other agreement concluded between the Bank and the Client (including, but not limited to failure to pay the Service Fee or other fees under the Agreement within the established term).
- 7.7. The Bank shall be entitled to unilaterally and immediately withdraw from the Agreement, without notifying the Client thereof, in the following cases:
- 7.7.1. The contents of the Safe Deposit Box pose threats to the security of the Bank or third parties;
- 7.7.2. The Client is more than 30 (thirty) days past due in payments;
- 7.7.3. In the cases provided for in the laws and regulations of the Republic of Latvia.
- 7.8. In case of early termination of the Agreement, the Client shall pay the Service Fee no later than on the last day of the term of the Agreement and shall make other payments under the Provisions, shall evacuate the Safe Deposit Box and hand over the Key of the Safe Deposit Box to the Bank.

8. Other provisions

- 8.1. If a dispute arises out of or relating to this Agreement the Parties shall seek settlement of that dispute by mutual agreement.
- 8.2. The Parties agree that the submission of a written claim to the other Party shall be regarded as a prerequisite for the consideration of the dispute.
- 8.3. If the dispute cannot be resolved by negotiation, it shall be referred to the court of the Republic of Latvia for settlement in accordance with the applicable law of the Republic of Latvia.