

RULES ON THE OPENING AND SERVICING OF A CURRENT ACCOUNT

1. GENERAL PART

1.1. Terms Used

- 1.1.1. **Account** – a current account or a Temporary account.
- 1.1.2. **Authorised representative** – a person who, in accordance with the law or a contract, is entitled to act with an account on behalf of its holder, within the framework of the authorisation.
- 1.1.3. **Bank** – Danske Bank A/S, registered in Trade and enterprise register with registration number 61126228, legal address: Denmark, Copenhagen, Holmens Kanal 2-12, whose authorized representative in Republic of Latvia is Danske Bank A/S Latvia branch, registered in Commercial Register of Republic of Latvia with unified registration number 40103163202, legal address: Riga, Cesu street 31/8, LV-1012.
- 1.1.4. **Bank operation** – an action in the result of which an Account is debited or credited.
- 1.1.5. **Contract** – an agreement between the Bank and the Customer on the opening and servicing of an Account.
- 1.1.6. **Current account** – a Customer's account in lats or foreign currency at the Bank, which is intended for carrying out Bank's operations.
- 1.1.7. **Customer** – a natural or legal person who has an opened Current/Temporary account at the Bank.
- 1.1.8. **Official** – a representative of a Customer which is a legal person – a member of an executive
- 1.1.9. **Order** – a task for the Bank on performing bank operations with funds in the account of the Customer, which is drawn up and signed by the Customer, an application or a document of another kind on annulment/closing of transactions or receipt of the Bank's services.
- 1.1.10. **Parties** – the Bank and the Customer, both together and each separately.
- body who is entitled to act on behalf of it in accordance with the Articles of association and a relevant registration entry in the Commercial Register of LR.
- 1.1.11. **Password** – a secret word, combination of letters or figures, which is intended for the identification of the Customer on the telephone.
- 1.1.12. **Price list** – A Price list of services approved by Danske Bank A/S Latvia branch manager.
- 1.1.13. **Remote account management services** – services of the Bank, using which the Customer may manage his or her current accounts, without presenting himself or herself at the Bank in person (fax accounting system, E-bank);
- 1.1.14. **Report of account** – a reflection of the movements of money made in the Customer's account in regard to a period freely chosen by the Customer, which indicates the balance of Account at the beginning and at the end of the chosen period.
- 1.1.15. **Rules** – Rules on the Opening and Servicing of a Current Account.
- 1.1.16. **Sample of signature** – a sample card of signatures and stamp mark which is drawn up for a Bank's Customer, which is a legal person, for actions with the Account.
- 1.1.17. **Statement of account** – a reflection of the movements of money made in the Customer's account in regard to a period – a month, which indicates the balance of Account at the beginning and at the end of that period.
- 1.1.18. **Temporary account** – a Current account which is opened for a newly-established company until its registration in the Register of Companies, in which the equity capital fixed in the documents of incorporation of the newly-established company is credited, but it is possible to carry out the Bank's operations only after the submission to the Bank of all registration documents of the company.

1.2. Applicability of Rules

These Rules on the Servicing of Current account are an integral part of the Contract and govern the legal relations between the Parties, in relation to Account and actions therewith.

2. OPENING AND SERVICING OF THE ACCOUNT

2.1. Conclusion of the Contract and Opening of the Account

- 2.1.1. The Customer submits to the Bank a form of the Contract, filled in and signed, upon conclusion of which he or she affirms having read Rules, General Transaction Rules and Price list of Services and undertakes to observe those.
- 2.1.2. If a person, who signs the Contract on behalf of the Customer, has no rights to represent the Customer, then the signatory personally assumes all the Customer's obligations arising from the Contract.
- 2.1.3. Along with the Contract, the Customer presents/submits the documents requested by the Bank.
- 2.1.4. The Customer's legal documents submitted to the Bank, including documents certifying the powers of the Customer's Officials and Authorised representatives shall be considered to be valid till the moment when the Bank has received documents certifying amendments, and are applicable and referable to all mutual transactions of the Customer and the Bank.
- 2.1.5. The Contract enters into force at the moment when Parties have signed it, the Current account has been opened and all payments or transfers have been made in accordance with Price list, which concern the opening of Account.
- 2.1.6. The Contract is valid for an indefinite term.
- 2.1.7. The Contract is signed and stamped in duplicate – one copy for each Party, and both copies have an equal legal force.
- 2.1.8. Upon signing the Contract, the Bank grants an Account number and opens an Account(s) in the currency (-ies), which the Customer has indicated in the Contract.

2.2. Servicing of the Account

- 2.2.1. The Bank opens an Account for the Customer and services it in accordance with the Orders given by the Customer, General Transaction Rules, Price list and Rules.
- 2.2.2. After the opening of the Account the Bank is entitled to credit to it transfers of funds and payments of cash made by the Customer and third parties.
- 2.2.3. Only the equity capital fixed in the documents of incorporation of the Customer may be credited to the Customer's Temporary account.
- 2.2.4. Orders on performing Bank operations with the Current account of a Customer, who is a natural person, may be signed solely by the Customer or by his or her Authorised representative.
- 2.2.5. Only the Customer's Official or Authorised representative is entitled to sign Orders on performing Bank operations with the Current account of a Customer which is a legal person, in accordance with the Sample of signature drawn up at the Bank.
- 2.2.6. The Customer's Official or Authorised representative is entitled to sign Orders on performing Bank operations with the Customer's Temporary account in accordance with the documents of incorporation of the Customer submitted to the Bank.
- 2.2.7. When accepting for execution and executing an Order [or another document] of a Customer who is a natural person, the Bank compares the signatory's signature on the Order and in the Customer's personal identification document. If the signature on the Order visually corresponds to the signature in the identification document, the Bank executes the Customer's Order.
- 2.2.8. When accepting for execution and executing an Order of a Customer which is a legal person, the Bank compares the signatories' signatures and the stamp on the above mentioned document to the Sample of signature drawn up at the Bank. If the signature and the stamp on the Order visually correspond to the Sample of signature, the Bank executes the Customer's Order.
- 2.2.9. The Customer authorizes the Bank to write off funds from the Customer's Account without a separate Order of the Customer, in the following cases:
 - 2.2.9.1. for the provision of the Bank's services in accordance with Price list;
 - 2.2.9.2. with the view of cancelling any claims of the Bank towards the Customer, which are due;
 - 2.2.9.3. in cases and under procedures set out in legal acts of the Republic of Latvia;
 - 2.2.9.4. if the payment to the Customer's account has been made by error, by mistake, inadvertently or without any legal basis;
 - 2.2.9.5. in other cases upon which the Parties have separately agreed in writing.
- 2.2.10. For the cancellation of the Customer's obligations towards the Bank, the Customer authorises the Bank to use funds from any Current account at the Bank.
- 2.3. **Information on the situation of account**
 - 2.3.1. Upon request of the Customer, the Bank issues a Statement/Report of the situation of Customer's account to the Customer or to person authorised by him or her.
 - 2.3.2. Upon request the Customer may receive a Statement of account in regard of a period – a month, at any Client service centre of the Bank.
 - 2.3.3. The Customer indicates, in the Contract, the frequency for receiving Reports of account – once a month, once a quarter, once a year or upon request at any Client service centre of the Bank.
 - 2.3.4. The Customer – a natural or legal person may receive reports of account in regard to a period indicated in the Contract in the Bank, by fax, by e-mail or by mail.
 - 2.3.5. The Authorised representative may receive at the Bank Statements/Reports of Suspense account.
 - 2.3.6. The Customer shall submit to the Bank not later than until the 10th (tenth) of the following month Statements of claim which arise to the Client concerning Bank operations performed in the

Account in regard to the previous month. If statements of claim are not submitted within the relevant period, it is considered that the Client has approved the Statement of account.

2.3.7. The Customer may indicate a Password in the Contract, which is used in order to obtain information on the situation of his or her Account on the telephone. In order to obtain information on the situation of his or her Account on the telephone, the Customer has to give his or her Account number and Password precisely. The Bank may carry out additional identification of the Customer, when providing information on the telephone.

2.4. Fees

- 2.4.1. For the services provided, the Customer pays to the Bank a commission according to the Price list.
- 2.4.2. The Bank deducts fee for the performed Bank's operations which is fixed in the Price list, at the moment operation is performed, but the commission for servicing of Current account – until the end of each month. The commission for servicing of Current account is deducted also from the Accounts in which no operations have been performed during the month.
- 2.4.3. If the currency of the Account differs from the currency in which fee for services is indicated in Price list, the Bank deducts the fee, by converting funds at the exchange rate which the Bank of Latvia has fixed on the relevant day.

2.5. Interest for the balance in the Account

- 2.5.1. The Bank pays an interest to the Customer for the balance of Current account according to the Price list.
- 2.5.2. The Price list fixes the minimum balance of Current account starting from which the Bank pays interest to the Customer for balance in the Account.
- 2.5.3. The Bank calculates the interest on the bases of the balance of Current account at the end of each day.
- 2.5.4. If on any day of the month the balance of Current account is lower than the minimum balance for the calculation of interest, fixed in the Price list, the interest for that day are not calculated.
- 2.5.5. The Bank credits interest to the Customer's Current account once a month.
- 2.5.6. When calculating the interest, the length of the year is fixed to 360 days.

3. OBLIGATIONS, RESPONSIBILITY AND RIGHTS OF THE PARTIES

3.1. Obligations, responsibility and rights of the Bank

- 3.1.1. The Bank observes confidentiality of information concerning the Customer's account, not disclosing to third parties any information on the Customer's Account, except in cases stipulated in legal acts of the Republic of Latvia.
- 3.1.2. The Bank is obliged to identify the Customer/Official/Authorised representative.
- 3.1.3. The Bank receives a fee for the opening, keeping of Account and other services provided, according to the Price list of services in force at that moment.
- 3.1.4. The Bank has a right to limit actions with the Account:
 - 3.1.4.1. in cases and under procedures set out in the legal acts of the Republic of Latvia which is in force;
 - 3.1.4.2. if the term of Authorised representative(s) signature rights has expired;
 - 3.1.4.3. if the Bank has been misled upon the opening of the Account or if it appears that forged documents have been submitted;
 - 3.1.4.4. if there is a legally punishable, dishonest or unethical act on the part of the Customer towards the Bank;
 - 3.1.4.5. if the Customer compromises the Bank in some way, if he or she commits an insulting or defamatory act towards the Bank;
 - 3.1.4.6. under the Law on the Prevention of Laundering of Proceeds Derived from Criminal Activity or any legal act replacing it.
- 3.1.5. The Bank has a right to individualize the contents and scope of information to be requested from the Customer.
- 3.1.6. The Bank has a right to make amendments to Rules and/or Price list unilaterally. The Customer may read the information on those amendments 7 calendar days before they enter into force, either at the premises of Customer servicing of the Bank or on the Bank's web page in the Internet www.danskebanka.lv. The placement of amendments in the above mentioned sources substitutes a separate notification to the Customer.
- 3.1.7. The Bank is responsible for funds in the Account.
- 3.1.8. The Bank is responsible for the execution of Orders submitted by the Customer with utmost care and for the protection of the Customer's interests.
- 3.1.9. The Bank does not assume responsibility for writing off funds from the Customer's account in accordance with forged or otherwise illegal orders, if the signature(s) and stamp on such Orders visually corresponds to those indicated in the Sample card of signatures.
- 3.1.10. The Bank is not responsible for errors, delays of settlement, inaccuracies and other imperfections which have arisen as a result of the submission, by the Client, of documents which are filled in incompletely or incorrectly and as a result of giving Orders, as well as for damages caused because of organisations of communication and the Bank's correspondents.
 - 3.1.11. The Bank is not responsible for damages which have occurred as a result of *force majeure*.
- 3.1.12. Bank is entitled to withhold the tax from the Interest income paid to the Customer by the Bank according to clause 2.5. of the Rules and pay it into the state budget in compliance to the provisions of legislative enactments of Republic of Latvia.
- 3.2. **Obligations and responsibility of the Customer**
 - 3.2.1. The Customer is obliged to present and submit all documents requested by the Bank, and/or their certified true copies or copies approved at the Bank.
 - 3.2.2. The Customer is responsible for authenticity and completeness of the documents submitted to the Bank.
 - 3.2.3. The Customer is obliged to inform the Bank without delay of any changes concerning the information on the Customer.
 - 3.2.4. In case information is not provided in good time or if incorrect or incomplete information is provided, the Customer shall refund all damages which the Bank has incurred or which may occur to it as a result of the above mentioned circumstances.
 - 3.2.5. The Customer is obliged to notify the Bank without delay if, upon the receipt of Statement of account, the Customer has found that funds have been credited to or written off from the Account by error.
 - 3.2.6. The Customer is obliged to pay the commission for the received services of the Bank according to the Price list.
 - 3.2.7. Customer is informed and agrees, that Bank is entitled to withhold the tax from the Interest income paid to the Customer by the Bank according to clause 2.5. of the Rules and pay it into the state budget in compliance to the provisions of legislative enactments of Republic of Latvia.

4. TERMINATION OF THE CONTRACT

- 4.1. The Contract may be terminated and the Account may be closed on the initiative of the Customer or the Bank.
- 4.2. If the Account is closed on the initiative of the Customer, the Customer submits to the Bank an application on the Closing of the account.
- 4.3. Upon closing of Account, the Bank keeps the Customer's documents which have been submitted to the Bank during the opening of Account and acting with it.
- 4.4. Upon closing of Account, the Customer has to pay all fees for services which have not been made until the closing, in accordance with Price list.
- 4.5. If the Customer closes the Account, the Bank pays or transfers to the Customer the funds in the Account and the calculated interest.
- 4.6. The Bank has a right to terminate the operation of the Contract and close the Customer's Current account, without the Customer's approval, if:
 - 4.6.1. the Customer fails to fulfil obligations towards the Bank which are provided for in this contract, or fulfils those poorly;
 - 4.6.2. the Customer has not performed any Bank operations with the Current account for more than 12 (twelve) calendar months and the balance in it is equal to 0 or negative.
 - 4.6.3. according to a conclusion of the Bank, the Customer has breached the Law on Prevention of the Laundering of Proceeds Derived from Criminal Activity or any legal act replacing it.

5. OTHER RULES

- 5.1. Any disagreement in relation to this contract are solved through negotiations. If that is not possible, disputes are solved in a court of the Republic of Latvia in accordance with procedures set out in legal acts of the Republic of Latvia.