

## Terms and Conditions of Use of Individual Safe-Deposit Box

### Terms Used:

<b>The Bank</b>	JSC "Reģionālā investīciju banka", registration No. 40003563375.
<b>Bank's business day</b>	Any calendar day within the period from 9:00 to 17:00, on which the Bank is open for work, except for Saturday, Sunday or any other non-business day recognised as such by the normative acts of the Republic of Latvia.
<b>Price List</b>	The Bank's price list.
<b>Key</b>	The safe-deposit box key issued to the Customer.
<b>Depository</b>	A specially equipped room at the Bank's premises at 2 J. Alunana iela, Rīga, where the safe-deposit boxes are located.
<b>The Customer</b>	Physical person or legal entity that has concluded the Agreement.
<b>Commission Fee</b>	Payment to the Bank for rent of the safe-deposit box and for the provision of other services provided for in the Agreement.
<b>Account Agreement</b>	The Customer's account at the Bank as specified in the Agreement. Rental Agreement of Individual Safe-Deposit Box entered into by the Bank and the Customer; Terms and Conditions, General Terms and Conditions of Transactions and the Price List shall be integral parts of the Agreement.
<b>Terms and Conditions</b>	These Terms and Conditions of Use of Individual Safe-Deposit Box.
<b>The Parties</b>	The Customer and the Bank together.
<b>Safe-Deposit Box</b>	The individual safe-deposit box that the Customer is renting in accordance with the provisions of the Agreement.
<b>General Terms and Conditions of Transactions</b>	General Terms and Conditions of Transactions of the Bank.

### General Provisions

1. After coming into force of the Agreement, the Customer shall be issued a Key which is necessary to access the Safe-Deposit Box and which shall be kept by the Customer.
2. At the Safe-Deposit Box, the Customer may not keep:
  - 2.1. Flammable, self-igniting, explosive, volatile, poisonous, narcotic, psychotropic, radioactive and chemical substances and liquids, firearms, cold arms, ammunition, gas pistols and gas sprays, explosive objects, pyrotechnic articles and any other objects the presence of which at the Depository violates the normative acts or which may cause any damages to the Depository and the objects or persons therein;
  - 2.2. Things that contain moths, termites or any other pests and live organisms, or substances which may cause damages to the Depository and the objects therein, including other safe-deposit boxes or persons.

### Visiting the Depository

3. The Customer shall be entitled to visit the Depository during the Bank's working hours and following the procedure defined by the Bank.
4. The maximum time that the Customer may continuously spend at the Depository is 15 (fifteen) minutes.
5. The Customer hereby undertakes to observe all the security measures defined by the Bank and applicable to the Depository. The Customer hereby agrees that the Bank shall be entitled to modify the security requirements at its own discretion.

6. Prior to visiting the Depository, the Customer shall be obliged to present a personal identification document. Every visit to the Depository shall be registered and the Customer shall have to sign for it.
7. The Customer shall enter the Depository accompanied by at least one of the Bank's employees provided that no other Customer present therein.
8. The Bank shall be entitled to prevent the Customer from entering the Depository and access to the Safe-Deposit Box, if:
  - 8.1. The Customer has delayed the payments stipulated in the Agreement or if other requirements stipulated in the Agreement have not been fulfilled;
  - 8.2. The Customer has no personal identification document on him/her;
  - 8.3. The Customer has no Key on him/her;
  - 8.4. The Customer's representative's or authorized person's, who wishes to visit the Depository, rights to legal representation have been terminated;
  - 8.5. It may endanger the safety of the Bank or its employees, including if the Customer is under the influence of alcoholic, narcotic or other intoxicating substances.

### **Commission Fees and Expenditure**

9. The Customer shall pay Commission Fees to the Bank in the amount defined in the Price List.
10. The Customer shall pay the Commission Fee for all the rental term of the Safe-Deposit Box.
11. The Bank shall be entitled to change the Commission Fees by notifying the Customer in writing 1 (one) month in advance.
12. The Customer shall be obliged to cover all additional expenditure not indicated in the Price List, but incurred by the Bank in relation with execution of the Agreement, including but not only the expenditure related to opening of the Safe-Deposit Box in the cases stipulated in the Agreement.
13. The Customer shall be obliged to cover any penalties, compensations for losses and other payments incurred by the Bank in the event the Customer has violated the provisions of the Agreement or of the normative acts.
14. The Bank shall be entitled, without prior notice, to withhold from the Account the Commission Fee and any other payments due to the Bank in relation with the Agreement. In the event there is no sufficient amount of funds in the Account to cover the Commission Fees, the Bank shall be entitled, without prior notice, to withhold them from any other account that the Customer has opened at the Bank, including by selling for a free price the financial instruments located in the Customer's financial instruments accounts to satisfy the Bank's claims.
15. In the event there is no sufficient amount of funds in the Customer's accounts at the Bank to cover the Commission Fees, the Customer shall satisfy Bank's claims on the basis of an invoice or another payment document issued by the Bank. The Customer shall be obliged to effect the payment by the due date indicated in the aforementioned invoice or another payment document.
16. When withholding any payments from the Customer's funds to satisfy its claims, the Bank shall be entitled, where necessary, to convert them in accordance with the currency exchange rate defined by the Bank and valid at the respective moment.
17. If the Agreement or any type of service in the framework of the Agreement, for which the Commission Fee has been paid, is terminated early upon the Customer's initiative, the Bank shall not be obliged to return the received Commission Fees. In the event the Agreement or any type of service in the framework of the Agreement, for which the Commission Fee has been paid, is terminated upon the Bank's initiative, the Commission Fee shall be returned to the Customer proportionally to the period when the service was used.

### **The Customer's Rights and Obligations**

18. The Customer shall be entitled:
  - 18.1. To receive the service as stipulated in the Agreement;
  - 18.2. To authorise any person to act on his/her behalf. Such a power of attorney shall be drawn up in accordance with the power of attorney form offered by the Bank in the presence of a representative of the Bank or shall be certified by a notary and contain a reference to the scope of authority; until a

specific notification about changes in the authorized persons or the scope of their authority is received by the Bank, the Bank has the right to consider that no changes have been applied;

- 18.3. To visit the Depository in accordance with the procedure defined by the Bank.
19. The Customer shall be obliged:
  - 19.1. To keep only such objects at the Safe-Deposit Box that comply with the provisions of the Agreement;
  - 19.2. To keep the Key at a safe place and to prevent it from being obtained by third parties;
  - 19.3. To submit the information and documents regarding the Customer within the term defined by the Bank;
  - 19.4. To pay the Commission Fees in accordance with the procedure stipulated in the Agreement;
  - 19.5. Upon termination of the Agreement validity or in any other cases when requested by the Bank, to free the Safe-Deposit Box and to hand over the Key within the specified deadline by drawing up the respective statement; if the Customer fails to hand over the Key by the time the Bank opens the Safe-Deposit Box in accordance with the procedure stipulated in the Agreement, it shall be deemed that the Key has been lost, and the Bank shall be entitled to withhold the respective Commission Fee;
  - 19.6. To immediately notify the Bank in the event the Key has been lost or obtained by third parties in any other way.

#### **The Bank's Rights and Obligations**

20. The Bank shall be obliged:
  - 20.1. To rent to the Customer a Safe-Deposit Box in working order;
  - 20.2. To provide the Customer with a possibility to access the Safe-Deposit Box during the Bank's working hours in accordance with the defined procedure.
21. The Bank shall be entitled to receive from the Customer a payment also for the period during which the Customer has failed to free the Safe-Deposit Box and to hand over the Key after the end of the Agreement validity.

#### **Opening of the Safe-Deposit Box**

22. The Bank shall be entitled to open the Safe-Deposit Box without the Customer's presence and without prior notification in the following cases:
  - 22.1. If due to any reason, upon termination of the Agreement, the Customer has not freed the Safe-Deposit Box for 2 (two) months from the final date of validity of the Agreement;
  - 22.2. When this is requested by the public authorities or officials in the cases defined in the normative acts;
  - 22.3. If the Customer has failed to appear to free the Safe-Deposit Box within the deadline defined by the Bank when the Bank has justifiably requested it, including but not only when the Bank is replacing the safe-deposit boxes;
  - 22.4. If the Safe-Deposit Box has been damaged due to any reasons and the Customer has failed to appear to free the Safe-Deposit Box within the deadline specified by the Bank.
23. In the event of the Customer's death, the Bank shall allow access to the Safe-Deposit Box only to the heirs approved in accordance with the procedure defined in the normative acts after all the Bank's claims related to the execution of the Agreement have been satisfied.
24. In the event of the Customer's insolvency or bankruptcy, the Bank shall allow access to the Safe-Deposit Box only to the Customer's administrator appointed in accordance with the procedure defined in the normative acts after all the Bank's claims related to the execution of the Agreement have been satisfied.
25. The Bank shall keep the removed contents of the Safe-Deposit Box for 1 (one) year in a separate depository, and the Customer shall be obliged to pay for it in accordance with the provisions of the Price List. If the Customer fails to receive his/her property within this period, it shall be deemed that the Customer has waived his/her rights to it and the Bank shall be entitled to act with it at its own discretion, including to sell it for a free price. The funds obtained as a result of the sales, shall be used to cover the Bank's claims. The remaining amount of funds after the sale of the contents of the Safe-Deposit Box and satisfying of the Bank's claims shall be transferred to the Customer's Account or paid in cash.

## **Confidentiality**

26. The Parties hereby agree that all information which they obtain with respect to each other when drawing up and executing the Agreement, including but not only the information regarding the operation, financial state and technologies of the Parties, as well as security requirements for visiting the Depository and its layout, and including any written and oral information, or information kept in data format, as well as audio, visual and information kept any other format shall be considered confidential and may not be disclosed.
27. Disclosure of confidential information shall not be considered to be a violation of the Agreement only in the following cases:
  - 27.1. The Party obtained the information prior to the conclusion of the Agreement as non-confidential information;
  - 27.2. Information has become publicly known or accessible as a result of activities by third parties;
  - 27.3. Information is disclosed in the cases and extent and according to the procedure defined in the normative acts;
  - 27.4. The Parties have agreed with the disclosure of the information.
28. The Parties' obligation not to disclose the confidential information shall remain in force for an unlimited period of time even after the Agreement is terminated.

## **Liability**

29. The Customer hereby certifies that he/she is entitled to conclude the Agreement.
30. The Customer shall be liable for the truthfulness of the information provided in the framework of the Agreement.
31. The Customer hereby certifies that the contents of the Safe-Deposit Box are not and will not be in any way related to criminal activities, including money laundering and terrorist financing.
32. The Customer shall be obliged to introduce the persons authorised by the Customer to use the Safe-Deposit Box with the provisions of the Agreement and to ensure that they use it according to such provisions.
33. The Customer shall be liable for all the risks related to the contents of the Safe-Deposit Box during the validity of the Agreement, unless the Bank has explicitly undertaken such risks. The Bank shall not be considered to be a keeper in the meaning of the normative acts.
34. The Parties shall be liable to each other for any caused losses as stipulated in the normative acts.
35. The Bank shall not be liable for:
  - 35.1. The Customer's losses in cases when the Bank has exercised its rights as stipulated in the Agreement or fulfilled its obligations stipulated in the normative acts;
  - 35.2. The Customer's losses where the Customer has failed to notify changes to his data or contact information according to the stipulated procedure;
  - 35.3. For losses caused to the Customer as a result of illegal activity by third parties.
36. The scope of the Bank's liability shall be limited to the Customer's direct losses. The Bank shall not be liable for the Customer's lost profit or other potential income that the Customer might have made.
37. The Parties shall not be liable for the failure to fulfil their liabilities where this is due to occurrence of *force majeure* circumstances that the Parties could not have foreseen. These inter alia shall be war, terrorism, natural disasters, riots, strikes, nationalisation, etc.

## **Dispute resolution procedure**

38. Legal relationships between the Parties shall be governed by the Agreement and the normative acts of the Republic of Latvia.
39. All disagreements which may arise between the Parties in relation with drawing up and execution of the Agreement and/or other documents arising from it shall be settled by way of negotiations. If a dispute cannot be settled by way of negotiations, it shall be settled in a court of the Republic of Latvia according to the location of the Bank.

## **Validity and Termination of the Agreement**

40. The Agreement shall come into force after the Parties have signed it and the Commission Fee for the

rent of the Safe-Deposit Box has been paid, and shall be valid until the full execution of the Parties' obligations.

41. If the Customer wishes to change the Safe-Deposit Box for another one, a separate agreement has to be concluded thereon, and the Agreement shall be terminated.
42. The Customer shall be entitled to unilaterally terminate the Agreement at any time by notifying the Bank in a written form.
43. The Bank shall be entitled to unilaterally terminate the Agreement by notifying the Customer accordingly 30 (thirty) days in advance.
44. The Bank shall be entitled to immediately and unilaterally terminate the Agreement if the Customer fails to fulfil or violates the provisions of the Agreement.
45. The Bank shall be entitled to terminate the Agreement immediately and unilaterally when the last account at the Bank is closed.

#### **Other Provisions**

46. The Bank shall be entitled to suggest amendments to the Terms and Conditions and the Price List by notifying the Customer at least 1 (one) month in advance. If the Customer fails to raise objections within the specified deadline, the Customer shall be deemed to have agreed with the amendments, and no separate document needs to be signed. If the Customer has objections towards the proposed amendments, he/she shall be entitled to terminate the Agreement in accordance with the specified procedure. In this case it will be considered that the Agreement is terminated by the Bank. If the Customer does not agree with the proposed changes but does not terminate the Agreement, it shall be considered automatically terminated upon the Bank's initiative on the day when the amendments to the Terms and Conditions proposed by the Bank come into force.
47. The Customer has a right to submit an application for an extension of tenancy of the Safe-Deposit Box via the Internet Banking or e-mail by sending an application using its e-mail address that is specified in the Agreement to the Bank's e-mail address bank@ribbank.com. However the Bank is entitled not to accept it. Customer's statement that has been made in the manner specified above certifies that the Bank has the rights to withhold a commission fee for the next period of rental of the Safe-Deposit Box in accordance with the Price list. In case the Bank has withheld the commission fee or has sent a respective invoice to the Customer, it is considered that the Bank has accepted the extension of tenancy of the Safe-Deposit Box. The extension of tenancy of the Safe-Deposit Box submitted in the manner specified above is not subject to written approval.
48. The Parties may record all the phone or oral conversations related to the execution of the Agreement, and they shall be entitled to use such recordings as evidence of execution of the Agreement at a court.
49. In the event a certain clause of the Terms and Conditions is non-compliant with the normative acts of the Republic of Latvia or becomes void due to any other reason, it shall not affect the validity of the other clauses of the Terms and Conditions, and the Terms and Conditions shall remain in force preserving their objectives and essence.
50. The chapter titles have only been used for convenience and are not to be used for interpretation of the Terms and Conditions.