

## **Part J**

### **REGULATIONS ON ACCEPTING DEPOSITS**

#### Terms used in the Regulations:

**Deposit** – cash or non-cash funds, deposited (placed) with the Bank with interest and additional payments in accordance with the present Regulations and the Bank's Fees with the aim of receiving a benefit in the form of interest.

**Deposit Amount** – a Deposit Amount specified in the Deposit application or a minimum Deposit Amount specified in the Fees.

**Deposit Interest** – an annual interest rate specified in the Bank's Fees for each type of Deposit, on the basis of which the Bank calculates the compensation for the Customer for placing a Deposit on the Deposit Account.

**Deposit Account** – an account opened for the Customer in the Bank's accountancy system, where the Customer's funds are temporarily deposited (placed), safe-kept and accounted.

**Term Deposit** – a Deposit with the Bank in Latvian lats or foreign currency for a fixed term with a possibility of receiving Deposit Interest at the end of the Deposit term and a fixed Deposit Interest rate during the Deposit term.

**Special Term Deposit (Deposit Plus)** – a Deposit with the Bank for a fixed term with a fixed Deposit Interest rate with a possibility of receiving Deposit Interest monthly.

**Prepaid Term Deposit (Advanced Deposit)** – a Deposit with the Bank for a fixed term with a fixed Deposit Interest rate and a possibility of receiving Deposit Interest at the moment of placing a Deposit, taking into account the term indicated and estimated by the Customer.

**Savings Deposit (Saving Account)** – a revolving Deposit with the Bank for a non-fixed term with daily addition of the Deposit Interest to the Deposit and floating Deposit Interest rate.

**Special Term Deposit with the Card Credit Limit (TRIO +)** – a Deposit with the Bank in lats or in a foreign currency for a fixed term with a fixed Deposit Interest Rate with a possibility of receiving Deposit Interest monthly or at the end of the Deposit Term on the Card Account and with an opportunity to receive a Card Credit Limit on the Card Account.

**Money Box/Pension Savings Deposit** – a Deposit with the Bank in Latvian lats or foreign currency for a fixed term with a possibility of receiving Deposit Interest at the end of the Deposit term and a fixed Deposit Interest rate during the Deposit term, as well as with a possibility to increase the Deposit Account during the validity of the Money Box/Pension Savings Deposit Agreement.

**Multicurrency Deposit** – a Deposit with the Bank on several Deposit Accounts in one or several currencies for a fixed term with a possibility of receiving Deposit Interest at the end of the Deposit Term and fixed Deposit Interest rates for each currency, as well as with a possibility to perform exchanging of all funds or a part of the funds available on the Deposit Accounts during the validity of the Multicurrency Deposit agreement.

**Children's Money Box** – a replenishable Deposit with the Bank in lats or in a foreign currency for a fixed term with yearly addition of the Deposit Interest to the Deposit on the date of conclusion of the deposit agreement and floating Deposit Interest rate.

In these Regulations the Customer is also an individual under the age of 17 years and, accordingly, in these Regulations also the Customer's representative, a natural or legal guardian.

**Natural guardian** – an underage person's parent.

**Legal guardian** – an underage person's guardian assigned by the Orphans' court.

22.1. The Bank opens the Deposit Account for the Customer and accepts the Deposit Amount, on the basis of the Deposit application in the form determined by the Bank and solely provided that the Bank has taken a picture of the Customer/Customer's representative – individual person with a written consent of the Customer/ Customer's representative – individual person. The Customer/Customer's representative may open a number of Deposit Accounts with the Bank

submitting a separate Deposit application for each of them to the Bank, except for the Multicurrency Deposit.

22.2. The Bank opens the Deposit Account for the Customer – legal entity and places the Deposit Amount only when the Customer has opened an Account with the Bank.

22.3. The Bank is entitled to refuse in opening a Deposit Account for the Customer/Customer's representative and accepting the Deposit Amount based on information at its disposal. In this case the Bank is not obliged to give explanations of such refusal to the Customer/Customer's representative.

22.4. The Deposit (Term Deposit, Special Term Deposit, Prepaid Term Deposit, Savings Deposit, Special Term Deposit with the Card Credit Limit, Money Box/Pension Savings Deposit, Multicurrency Deposit, Children's Money Box) agreement consisting of the Deposit application, the present Regulations and Bank's Fees is considered concluded and takes effect from the moment of signing the Deposit application and placing the Deposit Amount on the Deposit Account. Upon the Customer's request the Bank issues the Deposit Account Statement to the Customer.

22.5. The person specified as the Customer in the Deposit application is considered the owner of the opened Deposit Account and the funds deposited on it.

22.6. The Customer is entitled to use the Deposit as a credit (loan) guarantee (financial collateral) in the Bank having agreed about it with the Bank.

22.7. Deposit terms, Deposit Interest rates and the minimum Deposit Amount are specified in the Bank's Fees.

22.8. The Bank guarantees the repayment of the Deposit to the Customer in compliance with the regulations provided for in the Law on Deposit Guarantees of the Republic of Latvia. By signing and submitting the Deposit Application to the Bank, the Customer/Customer's representative acknowledges that he/she is informed and recognises that guaranteed reimbursement is not paid for the Deposits opened for the Customer at individually established Deposit Interest Rates or other terms if their fulfilment has contributed to worsening the Bank's financial position.

22.9. By signing and submitting the Deposit application to the Bank, the Customer/Customer's representative agrees and authorises the Bank to calculate and make the payment of all taxes, duties and other obligatory payments determined by the state and local governments, payable on behalf of the Customer from the Deposit Interest income received by the Customer and/ or to the budget of local governments in accordance with the effective regulatory enactments of the Republic of Latvia.

#### Placement of Deposit

22.10. When placing the Deposit Amount on the Deposit Account the Customer shall observe the minimum Deposit Amount specified in the Bank's Fees.

22.11. The Deposit Amount shall be placed with the Bank by depositing it in cash or performing a transfer to the Customer's Deposit Account.

22.11.1. To place the Deposit Amount in cash the Customer/Customer's representative signs and submits the application for Deposit to the Bank in the form determined by the Bank and places a Deposit Amount on the Deposit Account.

22.11.2. To place the Deposit Amount by transfer from the Customer's/Customer representative's Account with the Bank, the Customer/Customer's representative signs and submits the Deposit application to the Bank in the form determined by the Bank. Upon receipt of the Deposit application the Bank transfers the Deposit Amount to the Customer's Deposit Account. The Deposit application is not accepted and executed if the Customer's/Customer representative's Account balance amount is less than the Deposit Amount specified in the Deposit application.

22.12. The Deposit term starts with the date when the Deposit Amount is transferred to the Deposit Account.

22.13. In case there are contradictions in the Deposit application in relation to the type of Deposit, frequency of Deposit Interest payment, Deposit Interest rate and term, then the Bank is entitled to place the Deposit Amount according to the indicated Deposit type and term, payment frequency of the Deposit Interest, but adjusting the Deposit Interest rate to the Bank's Fees, effective on the date of the Deposit placement.

22.14. The Bank is entitled to refuse and not to accept the Deposit application in case the Deposit application is completed incompletely, incorrectly or in an unclear way.

#### Deposit Interest

22.15. The interest is calculated and paid for the Deposit Amount, placed on the Deposit Account, in accordance with the present Regulations and effective Bank's Fees.

22.16. The Deposit Interest is calculated considering the number of calendar days in the year 365 or 366, accordingly and the number of calendar days in the respective month.

22.17. The Bank starts calculating the Deposit Interest with the date, when the Deposit Amount is transferred to the Deposit Account.

22.18. The Deposit Interest is calculated on the following:

22.18.1. Term Deposit, Special Term Deposit, Special Term Deposit with the Card Credit Limit, Savings Deposit, Money Box/ Pension Savings Deposit, Multicurrency Deposit, and Children's Money Box – for each calendar day of placement of the Deposit on the Deposit Account, based on the balance amount on Deposit Account that the Bank has as of the end of each day;

22.18.2. Prepaid Term Deposit – for all the calendar days of the Deposit term, indicated and planned by the Customer, on the basis of the Deposit Amount.

22.19. The day of the Deposit Amount placement and the day of expiry of the Deposit term are considered the same day.

22.20. The Bank calculates the Deposit Interest on the actual Deposit Amount if the Deposit Account balance amount is less or equals to the minimum Deposit Amount, determined by the Bank for calculation of the Deposit Interest.

22.21. The Bank is not entitled to amend the Deposit Interest rates for the effective Term Deposit, Special Term Deposit, Prepaid Term Deposit, Special Term Deposit with the Card Credit Limit agreement and Money Box/ Pension Savings Deposit.

22.22. Within the validity of a Savings Deposit agreement, the Bank is entitled to reduce the Deposit Interest rate, notifying the Customer by placing the relevant Notification in a visible place at the Bank or on the Bank's website – [www.privatbank.lv](http://www.privatbank.lv) at least 10 (ten) calendar days prior to its entering into force. In case the Customer until the date when such amendments take effect has not submitted the Notification for termination of Savings Deposit agreement to the Bank, then the Bank and the Customer shall consider, that the Customer has accepted these amendments and agrees to them. In case the Customer does not submit the Notification to the Bank within the term specified in this Paragraph, the Bank pays the Savings Deposit and terminates the Savings Deposit agreement without imposing a forfeit specified in the Bank's Fees.

22.23. The Bank is entitled to increase the Deposit Interest rate within the validity of the Savings Deposit agreement upon prior written agreement with the Customer.

22.24. Within the validity of the Children's Money Box Deposit, the Bank is entitled to change the Deposit Interest rate once a year on the date of conclusion of the Children's Money Box agreement pursuant to the Fees in force as of the date of conclusion of the Children's Money Box Deposit.

#### Payment of Deposit Amount and Deposit Interest

22.25. The Deposit Amount shall be paid to the Customer starting with the business day of the appropriate structural unit of the Bank following the Deposit expiry term set in the Deposit application excluding the Saving Term Deposit amount payable to the Customer after the receipt

of the Customer's Notification on the Deposit agreement termination according to the provisions of the present Regulations.

22.26. Taking into account the type of Deposit, specified in the Bank's Fees and the Customer's Deposit application the Deposit Interest for Deposit placement on the Deposit Account is paid:

22.26.1. each calendar month for the previous month on the date of Deposit placement, or on the last date of the month (if there is no date corresponding to the date of Deposit placement in the relevant month);

22.26.2. after the end of the Deposit term;

22.26.3. at the moment of the Deposit placement.

22.27. Performing the payment of the Deposit Amount, the Bank simultaneously pays the unpaid Deposit Interest to the Customer, excluding the cases, when the payment of Deposit to the Customer is performed prior to the final date (including) of the Deposit term, the payment of the Deposit Interest is not provided.

22.28. Following the Customer's instructions in the Deposit application in relation to the Deposit Amount and/ or Deposit Interest the Bank:

22.28.1. transfers it to the Customer's Account at the Bank;

22.28.2. pays in cash (upon the Customer's request);

22.28.3. transfers it to the Customer's account with other bank according to the details, indicated by the Customer.

Paying the Deposit Amount and/ or Deposit Interest in cash or performing the transfer to the account with other bank according to the details, indicated by the Customer, the Fee is charged from the amount payable to the Customer in accordance with the Bank's Fees without right of appeal.

22.29. In case the Bank uses the Customer's funds, placed on the Deposit Account to insure the fulfilment of the Customer's liabilities to the Bank, the regulations on the relevant Deposit pre-term payment are applicable.

22.30. In case the day of the Deposit payment or Deposit Interest payment coincides with a holiday or a national holiday in the Republic of Latvia these amounts are paid to the Customer on the business day of the appropriate structural unit of the Bank following a holiday or a national holiday.

#### Deposit Types and Terms:

22.31. The Bank offers the following types of Deposit to the Customer:

22.31.1. Term Deposit;

22.31.2. Special Term Deposit;

22.31.3. Prepaid Term Deposit;

22.31.4. Savings Deposit;

22.31.5. Special Term Deposit with the Card Credit Limit (TRIO +);

22.31.6. Money Box/Pension Savings Deposit;

22.31.7. Multicurrency Deposit;

22.31.8. Children's Money Box.

22.32. The Customer indicates the preferable Deposit type and term (only for the Term Deposit, Special Term Deposit, Prepaid Deposit, Money Box/ Pension Savings Deposit, Special Term Deposit with the Card Credit Limit, Multicurrency Deposit, and Children's Money Box) in the Deposit application in accordance with the Bank's Fees.

22.33. The Bank is entitled to refuse the pre-term termination of the deposit agreement and to pay the deposited funds prior to the Deposit expiry term if according to an agreement between the Customer and the Bank the Deposit guarantees the Customer's liabilities.

22.34. In case the Customer on the basis of the amendments to the regulatory enactments of the Republic of Latvia, which concern making tax, duties payments and other Customer's compulsory payments determined by the state and local authorities from his Deposit Interest

income, terminates the deposit agreement (except for the Children's Money Box agreement), the Bank pays the Deposit Amount and Deposit Interest to the Customer based on the actual term of placement of funds.

22.35. The Bank is entitled to terminate the validity of the deposit agreement prior to the maturity date by notifying of it the Customer/Customer's representative in written. Terminating the validity of the deposit agreement prior to the maturity date on the Bank's initiative, interest is paid for the actual period of placement of funds, which does not exceed the Deposit agreement termination date.

**Term Deposit:**

22.36. The Term deposit may not be replenished.

22.37. The calculated Deposit Interest shall not be added to the Deposit Amount and the Deposit Interest is not paid on it.

22.38. The Bank shall pay the Deposit Amount and the calculated Deposit Interest to the Customer in accordance with the Customer's instructions in the Deposit application.

22.39. The Term Deposit agreement is valid over the term, specified in the Deposit application or until the moment when the Customer and/ or the Bank terminates its validity in the procedure, specified in the present Regulations.

22.40. The Customer may receive the Deposit Amount and calculated Deposit Interest starting from the business day of the appropriate structural unit of the Bank following the Deposit expiry term. The Bank pays the Deposit Interest if the Customer, observing the Deposit term, withdraws the Deposit Amount starting from the business day of the appropriate structural unit of the Bank following the Deposit expiry term. In case the Customer withdraws the Deposit prior to Deposit expiry term or directly on the date of Deposit expiry term, the Bank does not pay the calculated Deposit Interest to the Customer.

22.41. The Customer is entitled to terminate the Term Deposit agreement prior to the Deposit expiry term and receive the deposited funds by submitting the Notification for termination of the Term Deposit agreement to the Bank in written 7 (seven) calendar days in advance. In this case the Bank does not pay the calculated interest to the Customer. The requested funds are available to the Customer on the business day of the appropriate structural unit of the Bank following the Term Deposit agreement expiry date stated in the Notification.

Specifying in the Notification for termination of the Term Deposit agreement that the payment of funds should be performed in cash, the Customer is to receive the requested funds in the location of submitting the Notification for termination of the Term Deposit agreement within 7 (seven) calendar days after the Deposit agreement expiry date stated in the Notification. If the Customer fails to attend the Bank to receive the requested funds within 7 (seven) calendar days the Customer may receive them at the Bank in compliance with the Regulations on Execution of Cash Payments of Part C of the present Regulations. The Customer is not entitled to demand the pre-term payment of the placed Term Deposit amount in parts.

22.42. In case the Customer does not observe the submission term of the Notification for termination of the Term Deposit agreement, provided for in Paragraph 22.411., and wishes to receive the deposited funds prior to the expiry of the Notification submission term, the Customer shall pay a forfeit to the Bank in the amount, specified in the Bank's Fees as of the Deposit payment day. The forfeit shall be paid on the day of Deposit payment and the Bank shall decrease the paid Deposit by the amount of the forfeit.

22.43. In case the Customer has not informed the Bank about the intention to terminate the Term Deposit agreement prior to date of the Deposit expiry term, then such actions of the Customer the Bank and the Customer shall consider to be the Customer's instructions to prolong the term of the Term Deposit agreement starting from the next day, following the day of the Deposit expiry term, for the same Deposit term and the Bank without a special Customer's instruction, places the Deposit Amount for the same Deposit term, determining the Deposit Interest rate in

accordance with the Bank's Fees, effective as of the day of prolongation of the Deposit agreement term. The regulations of present Paragraph are effective also in relation to the prolonged Term Deposit agreements.

### **Special Term Deposit**

22.44. The Special Term Deposit cannot be increased.

22.45. The Bank shall pay the Deposit Interest one time within one calendar month on the last Bank Working Day for the previous month on the Date of deposit placement or on the last date of the month (if in the relevant month there is no date corresponding to the Deposit placement date).

22.46. The Bank pays the Deposit Amount and the calculated Deposit Interest to the Customer according to his instructions in the Deposit application.

22.47. The calculated and unpaid Deposit Interest is not added to the Deposit Amount and the Deposit Interest is not paid on it.

22.48. The Special Deposit agreement is valid over the term and until the moment, specified in the Deposit application, when the Customer terminates its validity in the procedure, specified in the present Regulations.

22.49. The Customer may receive the Deposit Amount and the unpaid Deposit Interest starting from the business day of the appropriate structural unit of the Bank following the Deposit term expiry. The Bank pays the Deposit Interest if the Customer, following the Deposit term, withdraws the Deposit Amount starting with the business day of the appropriate structural unit of the Bank following the Deposit agreement term expiry. If the Customer withdraws the Deposit prior to the date of the Deposit expiry term or directly on the date of the Deposit expiry term the Bank does not pay the calculated and the unpaid Deposit Interest to the Customer, but charges the previously paid Deposit Interest from the amount payable without right of appeal.

22.50. The Customer is entitled to terminate the Special Term Deposit agreement prior to the expiry date of the Special Term Deposit and receive the deposited funds by submitting the Notification for termination of the Special Term Deposit agreement to the Bank in written 7 (seven) calendar days in advance. In this case the Bank does not pay the calculated and unpaid Deposit Interest to the Customer, but charges the previously paid Deposit Interest from the Deposit Amount without right of appeal. The requested funds are available to the Customer the business day of the appropriate structural unit of the Bank following the Special Term Deposit agreement expiry date stated in the Notification .

Indicating in the Notification for termination of the Special Term Deposit agreement, that the payment of funds is performed in cash, the Customer shall receive the funds on demand in the place of submission of the Notification within 7 (seven) calendar days after the Special Term Deposit agreement expiry date stated in the Notification. In case within 7 (seven) calendar days the Customer has not visited the Bank to receive the requested funds, then the Customer may receive them at the Bank in compliance with the present Regulations on Execution of Cash Payments, Part C. The Customer is not entitled to demand the pre-term payment of the placed Special Term agreement amount in parts.

22.51. In case the Customer does not observe the submission date of the Notification for termination of the Special Term Deposit agreement, specified in Paragraph 22.50, and wishes to receive the deposited funds prior to the expiry of the Notification submission term, the Customer pays a forfeit to the Bank in the amount, which is determined in the Bank's Fees as of the Special Term Deposit payment day. The forfeit shall be paid on the date of the Special Term Deposit payment and the Bank shall decrease the paid Special Term Deposit by the amount of the forfeit.

22.52. In case the Customer has not informed the Bank about the intention to terminate the Special Term Deposit agreement prior to date of the Deposit expiry term, then such actions of the Customer the Bank and the Customer shall consider to be the Customer's instruction to

prolong the term of the Special Term Deposit agreement starting from the day following the day of expiry of the Special Term Deposit term, for the same Deposit term and the Bank without a special Customer's instruction places the Deposit Amount for the same Deposit Term, determining the Deposit Interest rate in accordance with the Bank's Fees, effective as of the day of prolongation of the Deposit agreement term. The regulations of present Paragraph are effective also in relation to the prolonged Special Term Deposit agreement.

### **Prepaid Term Deposit**

22.53. Prepaid Term Deposit cannot be increased.

22.54. The Bank shall calculate and pay the Deposit Interest to the Customer upon placing the Deposit, taking into account the indicated and planned Deposit term and the amount of the placed Deposit in accordance with the Customer's indications in the Deposit application.

22.55. The Bank shall pay the Deposit Amount to the Customer in accordance with the Customer's indications in the Deposit application.

22.56. The Prepaid Term Deposit agreement is valid within the term, specified in the Deposit application, or until the moment, when the Customer and/ or the Bank in the procedure, specified in the present Regulations, terminates its validity.

22.57. The Customer may receive the Deposit Amount starting from the business day of the appropriate structural unit of the Bank following the expiry date of the Deposit term. The Bank pays the Deposit Interest only if the Customer, following the Deposit term, withdraws the Deposit Amount starting with the business day of the appropriate structural unit of the Bank following the Deposit term expiry date. If the Customer withdraws the Deposit Amount prior to the Deposit term expiry date or exactly on the Deposit term expiry date the Bank shall deduct all calculated and already paid Deposit Interest from the Deposit Amount payable without right of appeal.

22.58. The Customer is entitled to terminate the Prepaid Deposit agreement prior to the Deposit expiry term and receive the deposited funds, submitting the Notification for termination of the Prepaid Term Deposit agreement in written to the Bank in the form, provided for by the Bank, to the Bank 7 (seven) calendar days in advance. In this case the Bank shall charge all the calculated and paid Deposit Interest from the payable Deposit Amount. The requested funds are available to the Customer on the business day of the appropriate structural unit of the Bank following the expiry of the term of the Prepaid Term Deposit agreement expiry term stated in the Notification. Indicating in the Notification for termination of the Prepaid term Deposit agreement, that the payment of the funds shall be performed in cash, the Customer shall receive the requested funds in the location indicated in the Notification within 7 (seven) calendar days after the Prepaid Term Deposit agreement expiry term stated in the Notification. If within 7 (seven) calendar days the Customer has not visited the Bank to receive the requested funds, the Customer may receive them at the Bank in accordance with the present Regulations on Execution of Cash Payments, Part C. The Customer is not entitled to request pre-term payment of the deposited Prepaid Deposit Amount in parts.

22.59. If the Customer does not observe the term of the Notification for termination of the Prepaid Term Deposit agreement, provided for in Paragraph 22.58., and wishes to receive the deposited funds prior to the expiry of the Notification submission term the Customer shall pay a forfeit to the Bank in the amount, provided for in the Bank's Fees as of the date of payment of the Prepayment Deposit at the Bank. The forfeit is payable on the day of payment of the Prepaid Deposit and the Bank decreases the payable amount of Prepaid Savings Deposit for the amount of the forfeit.

22.60. After the expiry date of the Prepaid Savings Deposit term the Bank shall not calculate and shall not pay interest.

### **Savings Deposit**

22.61. Any private individual or legal entity may increase the Saving Account without any limitations.

22.62. The Bank is entitled to amend the Deposit Interest rate in compliance with the present Regulations.

22.63. The Bank adds of the calculated Deposit Interest to the Deposit at the end of each day and the Deposit Interest is calculated and paid on it, starting from the next calendar day.

22.64. The Saving agreement is concluded for a non-fixed term and is effective until the moment, when the Customer and/ or the Bank terminates the agreement in the procedure, specified in the present Regulations.

22.65. The Customer (except the Customers – legal entities – RL residents) is entitled to receive the Deposit and terminate the Saving Account agreement or to receive a Deposit part up to the minimum Deposit Amount determined by the Bank (in the Bank's Fees) by submitting a specific Notification for termination of the Savings Deposit Agreement (or for withdrawal of a part of the Deposit) 7 (seven) calendar days in advance. The Customer – legal entity – RL resident is entitled to receive the Deposit and terminate the Saving Account agreement or to receive a Deposit Amount up to the minimum Deposit Amount (if such minimum Deposit Amount is stated in the Bank's Fees) determined by the Bank (in the Bank's Fees) by submitting a specific Notification for termination of the Savings Deposit Agreement (or for withdrawal of a part of the Deposit) 1 (one) Bank's business day in advance.

The Customer may withdraw a part of the Deposit Amount of up to 500 (five hundred) Latvian lats or 1000 (one thousand) euros or US dollars from the Bank once a day without a prior notice and without paying the forfeit to the Bank. The requested funds are available to the Customer on the business day of the appropriate structural unit of the Bank following the termination date of the Deposit Agreement or the Deposit issuance date stated in the Notification.

If the Customer indicates in the Notification for termination of the Savings Deposit Agreement (or for withdrawal of a part of the Deposit) that the funds should be paid out in cash the Customer should receive the requested funds at the Notification submission place within 7 (seven) calendar days after the Savings Deposit Agreement termination date or the Deposit issuance date stated in the Notification. In case the requested amount is not withdrawn within the term specified in the present Paragraph the Customer's Notification about termination of the Savings Deposit Agreement (or withdrawal of a part of the Deposit) shall be considered revoked.

22.66. In case the Customer does not observe the Notification submission term, specified in Paragraph 22.655., and wishes to receive the funds on the Deposit or their part prior to the expiry of the Notification submission term, the Customer shall pay a forfeit to the Bank in the amount, specified in the Bank's Fees on the day of the payment of the Savings Deposit. The forfeit is paid on the day of the Savings Deposit payment and the Bank decreases the payable amount of the Savings Deposit or a part of the Savings Deposit on the Deposit Account for the amount of the forfeit.

22.67. In case the Customer submits the Notification for termination of the Savings Deposit agreement (or withdrawal of a part of the Deposit) the Bank shall continue calculation of the interest for the applied but not withdrawn Deposit Amount until its payment.

22.68. The Bank is entitled, without sending a Notification to the Customer – legal entity – RL resident, to close this Customer's Saving Account at the Bank and to terminate the Savings Deposit Agreement without undertaking any responsibility and without compensating any losses to the Customer if the Customer did not perform any Transactions on the Saving Account for more than 6 (six) consecutive months and the Saving Account balance has been equal to 0 (zero) for the last 6 (six) months.

### **Special Term Deposit with Card Credit Limit**

22.69. The Special Term Deposit with the Card Credit Limit may not be topped up.

22.70. Along with opening an account for the Special Term Deposit with the Card Credit Limit for the Customer the Bank also opens a Card Account and issues a VISA Electron payment card to the Customer. Relations between the Bank and the Customer regarding issuance, use and blocking of the Card and the Card Credit Limit (Card credit) are also stipulated in the Part E Regulations on Payment Cards as long as they are not in conflict with the present regulations of the Part J.

22.71. Upon the Customer's wish a credit limit may be applied to the Card Account that is opened along with the Special Term Deposit with the Card Credit Limit account for the Deposit Term. The funds placed as the Deposit guarantee execution of the Customer's liabilities for the use of the Card Credit Limit (the Card Credit).

22.72. The repayment date of the used Card Credit Limit and the Card Credit Limit Interest is the Deposit Term expiry date. The Bank has unlimited rights to use the Deposit to balance out accounts payable and receivable should the Customer fail to execute or execute incompletely his liabilities.

22.73. If a debt is established with the Customer in relation with the use of the Card Credit Limit the Bank is authorised to unilaterally, without advance notice to the Customer, indisputably decrease the amount of the Card Credit Limit.

22.74. Calculated and unclaimed Deposit Interest is not added to the Deposit Amount and no Deposit Interest is paid for it.

22.75. The Bank pays out Deposit Interest once during a calendar month for the previous month on the Deposit placement date or on the last date of the months (if the appropriate Deposit placement date is missing in the appropriate month) or at the end of the Deposit Term.

22.76. The Bank pays out the Deposit Amount and the calculated Deposit Interest to the Customer to the Customer Card Account indicated in the Deposit Application.

22.77. The Customer repays the used Card Credit Limit by crediting the Card Account or, at the end of the Deposit Term, the Bank deducts the unpaid Card Credit Limit amount from the Deposit Amount on the Deposit Account prior to its transfer to the Card Account without right of appeal.

22.78. The Bank calculates the Card Credit Limit Interest for the actually used Card Credit amount at the end of each day.

22.79. Repayment of the Card Credit Limit Interest takes places at the end of the Deposit Term with the Bank deducting the Card Credit Limit Interest amount from the Deposit Amount on the Deposit Account prior to its transfer to the Card Account without right of appeal.

22.80. The Special Term Deposit with the card Credit Limit agreement is valid throughout the time period specified in the Deposit Application or until the Customer and/or the Bank terminate it according to the procedure specified in the present Regulations.

22.81. Upon expiry of the Deposit Term the Bank transfers the Deposit Amount, calculated and unpaid Deposit Interest to the Customer card Account. The Card Credit Limit and the Deposit Account are closed.

22.82. The Customer may receive the Deposit Amount and unclaimed Deposit Interest starting with the next business day of the appropriate structural unit of the Bank after expiry of the Deposit Term stated in the Deposit Application on his Card Account. The Bank pays the Deposit Interest if the Customer complies with the Deposit Term and withdraws the Deposit on the next business day of the appropriate structural unit of the Bank after expiry of the Deposit Term. If the Customer withdraws the Deposit before the expiry date of the Deposit Term or exactly in the expiry date of the Deposit Term the Bank shall not pay out calculated and unclaimed Deposit Interest to the Customer and the previously paid Deposit Interest, the unpaid Card Credit Limit and the calculated Card Credit Limit Interest shall be indisputably deducted from the Deposit Amount.

22.83. The Customer is entitled to terminate the Special Term Deposit with the Card Credit Limit agreement before the Deposit Term expiry date and receive the funds by submitting a

Bank's approved Notification to the Bank for the Special Term Deposit with the Card Credit Limit agreement termination 7 (seven) calendar days in advance. In this case the Bank does not pay out the calculated and unclaimed Deposit Interest to the Customer and the previously paid Deposit Interest, the unpaid Card Credit Limit and the calculated Card Credit Limit Interest shall indisputably be deducted from the Deposit Amount. The requested funds will be available to the Customer on the Card Account on the next business day of the appropriate structural unit of the Bank after the Special Term Deposit with the Card Credit Limit Agreement expiry date specified in the Notification.

The Customer may not request early payment of the funds placed on the Special Term Deposit with the Card Credit Amount in instalments.

22.84. In case the Customer does not observe the Notification submission term, specified in Paragraph 22.83., and wishes to receive the funds before the Notification expiry term the Customer should pay a forfeit fee to the Bank in the volume specified in the Bank's Fees on the date when the Special Term Deposit with the Card Credit Limit is paid. The forfeit fee shall be paid on the day of the Special Term Deposit with the Card Credit Limit repayment date with the Bank deducting the forfeit amount from the payable Special Term Deposit with the Card Credit Limit.

22.85. After the Special Term Deposit with the Card Credit Limit Agreement termination the agreement for opening and servicing of the Card Account is still valid unless the Customer chooses to terminate it. The agreement for opening and servicing of the Card Account cannot be terminated while the Special Term Deposit with the Card Credit Limit Agreement is in force.

#### **Money Box/ Pension Savings Deposit**

22.86. No minimum Deposit Amount is established for the Money Box/Pension Savings Deposit. The Customer agrees and acknowledges that the Bank is entitled to unilaterally terminate the Money Box/Pension Savings Deposit agreement and close the Deposit Account without notifying of it the Customer if the Deposit Agreement has not been replenished for 4 (four) months in a row and there are no funds in the Deposit Account, i.e. the amount deposited is equal to 0.

22.87. Money Box/Pension Savings Deposit may be increased by any individual or legal person.

22.88. By written orders of the Customer, the Bank may perform monthly transfers from another account of the Customer in the Bank to the Deposit Account for increasing the Deposit.

22.89. The calculated Deposit Interest is not added to the Deposit Amount during the Deposit term, and Deposit Interest is not paid out on it.

22.90. The Bank shall pay the Customer the Deposit Amount and the calculated Deposit Interest in accordance with his or her instructions given in the Deposit Application.

22.91. The Money Box/Pension Savings Deposit Agreement shall be valid during the term indicated in the Deposit Application, or until the moment when the Customer and/or the Bank terminate it as provided for by the present Regulations.

22.92. The Customer may receive the Deposit Amount and unclaimed Deposit Interest starting from the next Working Day of the respective structural unit of the Bank after the Deposit term expiry date. The Bank shall pay Deposit Interest if the Customer complies with the Deposit term and withdraws the Deposit Amount starting from the next Working Day of the respective structural unit of the Bank after the Deposit term expiry date. If the Customer withdraws the Deposit before the Deposit term expiry date or immediately on the Deposit term expiry date, the Bank shall not pay the Customer the calculated Deposit Interest.

22.93. The Customer is entitled to terminate the Money Box/Pension Savings Deposit agreement before the Deposit term expiry date and to receive the placed funds having submitted a relevant Notification to the Bank 7 (seven) calendar days in advance. In this case, the Bank shall not pay the Customer the calculated Deposit Interest. The claimed funds shall become available to the Customer on the next Working Day of the respective structural unit of the Bank

after the Money Box/Pension Savings Deposit Agreement termination date indicated in the Notification.

If the Customer indicated in the Notification of termination of the Money Box/Pension Savings Deposit Agreement that funds should be paid in cash, the Customer shall receive the claimed funds at the place of delivery of this Notification within 7 (seven) calendar days after the Money Box/Pension Savings Deposit Agreement termination date indicated in the Notification. If the Customer fails to appear in the Bank to receive the claimed funds within 7 (seven) calendar days, the Customer may receive them in compliance with Part C of these Regulations on execution of cash payments. The Customer is not entitled to claim advance payment of the placed Term Deposit amount in parts.

22.94. If the Customer does not observe the term of providing the Notification of termination of the Money Box/Pension Savings Deposit agreement indicated in Paragraph 22.93 and wants to receive the placed funds before the end of the term of providing the Notification, the Customer shall pay the Bank a penalty in the amount determined in the Fees as of the date of Deposit payment. The penalty shall be paid on the date of Deposit payment by the Bank reducing the Deposit Amount by the amount of the penalty.

22.95. If the Customer does not notify the Bank about his or her desire to terminate the Money Box/Pension Savings Deposit Agreement before the end of the Deposit term, such actions of the Customer shall be considered by the Bank and the Customer as an order of the Customer to extend the validity of the Money Box/Pension Savings Deposit Agreement from the next day after the Money Box/Pension Savings Deposit Agreement expiry date for a next equal Deposit term, and the Bank shall place the Deposit Amount (which is considered the total sum of the Deposit Amount placed at the beginning of the Deposit term and Deposit Interest accrued by the Deposit term expiry date) for a next equal Deposit term thout a special order of the Customer and shall determine the Deposit Interest Rate in accordance with the Fees in force at the Bank as of the Money Box/Pension Savings Deposit Agreement extension date. The terms of the present Paragraph shall also apply to extended the Money Box/Pension Savings Deposit Agreements.

### **Multicurrency Deposit**

22.96. The Multicurrency Deposit may not be replenished.

22.97. The Deposit Amount is placed in one and/or several currencies specified in the Multicurrency Deposit agreement. A separate Deposit Account is opened for each currency. A specific Deposit Interest rate is applied to each currency. All funds on all Deposit Accounts shall be considered one Deposit.

22.98. The Deposit Amount or its part and the Deposit Interest in one currency are accounted in the Deposit Account of the respective currency.

22.99. The Customer is entitled to exchange the Deposit Amount or its part into another currency for which the Deposit Account is opened during the business day of the Bank in accordance with the procedure and terms set forth in the Bank's Fees at the general currency exchange rate stipulated by the Bank in force as on the moment of conclusion of the currency exchange Transaction. The currency exchange transactions are subjects to Regulations on currency exchange (Part I of the General Regulations of Transactions).

The Customer is not entitled to exchange the Deposit Amount or its part into another currency within 7 (seven) calendar days upon conclusion of the Deposit agreement.

22.100. Upon confirmation of the currency exchange Transaction at the Bank, the Deposit Amount or its part is transferred to the Deposit Account of the respective currency.

22.101. When exchanging the Deposit Amount or its part into another currency, the previously calculated Deposit Interest currency shall not be changed.

22.102. The Bank shall calculate the Deposit Interest based on the Deposit balance on the Deposit Account of the respective currency at the end of each day.

22.103. The calculated Deposit Interest shall not be added to the Deposit Amount and the Deposit Interest is not paid on it.

22.104. The Bank shall pay the Deposit Amount and the calculated Deposit Interest to the Customer in accordance with the Customer's instructions in the Deposit application. The Bank shall pay the Deposit Amount and the calculated Deposit Interest to the Customer in the currency in which the Deposit Amount and the calculated Deposit Interest is available on the Deposit Accounts by currency at the end of the Deposit term.

22.105. The Multicurrency Deposit agreement shall be valid over the term specified in the Deposit application or until the Customer and/or the Bank terminates its validity as provided for by these Regulations.

22.106. The Customer may receive the Deposit Amount and the calculated Deposit Interest starting with the next business day of the appropriate structural unit of the Bank following the Deposit expiry term. The Bank shall pay the Deposit Interest if the Customer, observing the Deposit term, withdraws the Deposit Amount starting with the next business day of the appropriate structural unit of the Bank following the Deposit expiry term. In case the Customer withdraws the Deposit prior to the Deposit expiry term or directly on the date of the Deposit expiry term, the Bank shall not pay the calculated Deposit Interest to the Customer.

22.107. The Customer is entitled to terminate the Multicurrency Deposit agreement prior to the Deposit term expiry date and receive the funds placed by submitting to the Bank the Notification for termination of the Multicurrency Deposit agreement in the form determined by the Bank 7 (seven) calendar days in advance. In this case the Bank shall not pay the Deposit Interest to the Customer. The requested funds shall be available to the Customer on the next business day of the appropriate structural unit of the Bank following the Multicurrency Deposit agreement termination date specified in the Notification.

Specifying in the Notification for termination of the Multicurrency Deposit agreement that the payment of funds should be performed in cash, the Customer should receive the requested funds in the location of submitting the Notification within 7 (seven) calendar days after the Multicurrency Deposit agreement termination date stated in the Notification. If the Customer fails to attend the Bank to receive the requested funds within 7 (seven) calendar days the Customer may receive them at the Bank in compliance with the Regulations on Execution of Cash Payments of Part C of the present Regulations. The Customer is not entitled to demand the pre-term payment of the placed Multicurrency Deposit amount in parts.

22.108. In case the Customer does not observe the submission term of the Notification for termination of the Multicurrency Deposit agreement provided for in Paragraph 22.107., and wishes to receive the funds placed prior to the expiry of the Notification submission term, the Customer shall pay a forfeit to the Bank in the amount specified in the Bank's Fees as of the Multicurrency Deposit payment day. The forfeit shall be paid on the day of the Multicurrency Deposit payment and the Bank shall decrease the payable Multicurrency Deposit amount by the amount of the forfeit.

22.109. In case the Customer has not informed the Bank about the intention to terminate the Multicurrency Deposit agreement prior to the Deposit expiry date, such action of the Customer shall be considered by the Bank and the Customer to be the Customer's instructions to prolong the term of the Multicurrency Deposit agreement starting with the next day following the Multicurrency Deposit expiry date, for the same Deposit term, and the Bank without a special Customer's instruction places the Deposit Amount in the respective currencies as on the Multicurrency Deposit expiry date for the same Deposit term, determining the Multicurrency Deposit Interest rates in the respective currencies in accordance with the Fees in force at the Bank as of the Multicurrency Deposit agreement extension date. The provisions of this Paragraph also apply to extended Multicurrency Deposit agreements.

### **Children's Money Box**

22.110. No minimum Deposit Amount is established for the Children's Money Box. The Customer agrees and acknowledges that the Bank is entitled to unilaterally terminate the Children's Money Box agreement and close the Deposit Account without notifying of it the Customer if the Deposit Agreement has not been replenished for 4 (four) months in a row and there are no funds in the Deposit Account, i.e. the amount deposited is equal to 0.

22.111. The Children's Money Box can be replenished without limits by any private individual or legal entity.

22.112. The validity of the Children's Money Box Deposit is a period until the Customer reaches the age of 18, and the Deposit term should not be less than 1 (one) year. The Children's Money Box agreement is automatically extended every year for the next 12 months (1 (one) year) until the Customer reaches the age of 18 years.

22.113. In accordance with the Customer representative's written instruction the Bank can perform monthly transfers from another account of the Customer's representative with the Bank to the Deposit Account for replenishment of the Deposit.

22.114. The Bank is entitled to change the Deposit Interest rate in accordance with these Regulations.

22.115. The Bank adds the Deposit Interest calculated to the Deposit once a year on the date of conclusion of the Deposit agreement (at the end of the day) and starting with the next calendar day, the Deposit Interest is calculated and paid. The Deposit Interest calculated within a year is added to the Deposit and is not paid during the Deposit term.

22.116. The Bank pays the Deposit Amount and the Deposit Interest calculated to the Customer at the end of the validity of the Deposit in accordance with the Customer's instructions.

22.117. The Children's Money Box is valid within the period specified in the Deposit Application or until the Customer/Customer's representative and/or the Bank terminates it as provided for by these Regulations.

22.118. The Customer can receive the Deposit Amount and the Deposit Interest calculated starting with the next business day of the respective structural unit of the Bank upon maturity of the Deposit. The Bank pays the Deposit Interest if the Customer in compliance with the Deposit term withdraws the Deposit Amount starting with the next business day of the respective structural unit of the Bank upon maturity of the Deposit. If the Customer/Customer's representative withdraws the Deposit prior to the Deposit maturity date or right on the Deposit maturity date, the Bank does not pay the Customer/Customer's representative the Deposit Interest calculated over the last 12 months and not yet added to the Deposit.

22.119. The Customer's representative is entitled to terminate the Children's Money Box agreement prior to the Deposit maturity date and receive the funds placed by submitting to the Bank a Notification in the form determined by the Bank 7 (seven) calendar days in advance and presenting to the Bank a respective permit issued by the Orphans' Court to manage the Customer's (underage person's) funds and/or the right to terminate this agreement. In such case the Bank does not pay the Customer's representative the Deposit Interest calculated and not added to the Deposit. The funds requested shall be available to the Customer on the next business day of the appropriate structural unit of the Bank following the Children's Money Box agreement termination date specified in the Notification.

Specifying in the Notification for termination of the agreement that the payment of funds should be performed in cash, the Customer should receive the funds requested in the place where the Notification was submitted within 7 (seven) calendar days after the Children's Money Box agreement termination date stated in the Notification. If the Customer's representative fails to attend the Bank to receive the funds requested within 7 (seven) calendar days, the Customer may receive them at the Bank in compliance with the Regulations on Execution of Cash Payments of Part C of the present Regulations. The Customer is not entitled to demand the pre-term payment of the Children's Money Box amount placed in parts.

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22.120. In case the Customer's representative does not comply with the submission term of the Notification for termination of the agreement provided for in Paragraph 22.119., and wishes to receive the funds placed prior to the expiry of the Notification submission term, the Customer's representative shall pay a forfeit to the Bank in the amount specified in the Bank's Fees as of the Deposit payment day. The forfeit shall be paid on the day of the Deposit payment and the Bank shall decrease the Deposit amount to be paid by the amount of the forfeit.