

3. Deposit Regulations.

3.1. General Conditions for Deposits (for individual customers).

Specific Terms

Deposit – non-cash funds of the Customer (an individual) placed with the Bank at interest according to these Regulations, the Customer's Deposit application, and the Bank's Pricelist with the objective of receiving profit in the form of interest.

Deposit Amount – a Deposit amount specified in the Deposit application or a minimum Deposit amount specified in the Pricelist.

Deposit Interest – the Deposit interest payable to the Customer pursuant to the provisions of the Deposit Contract, which is calculated on the Deposit amount and depends on the Deposit term and Deposit interest rate. The Bank deducts personal income tax (if provided for by the regulatory enactments of the Republic of Latvia) from the Deposit interest amount payable to the Customer, applying the tax rate specified in the regulatory enactments.

Deposit Interest rate – interest rate per annum for each type of Deposit specified in the Pricelist, on the basis of which the Bank shall calculate compensation for the Customer for placing a Deposit on the Deposit Account.

Deposit Account - a Bank account opened for the Customer where the Deposit is temporarily deposited and accounted.

Deposit contract – a contract between the Customer and the Bank for placing of Deposit on the Deposit Account under the terms and conditions specified in the Customer's Deposit application. The Deposit contract consists of the Customer's Deposit application, the General Regulations for Transactions and the Bank's Pricelist.

Savings Account - a replenishable Deposit with the Bank for an indefinite time, with a variable Deposit interest rate; the Deposit Interest is daily added to the Deposit amount.

Term Deposit "Standard" - a fixed-term Deposit with a fixed interest rate, when the Deposit Interest is paid out at the end of Deposit maturity; the Deposit Account may be replenished during the Deposit contract validity.

"Children's Money Box" - a replenishable fixed-term Deposit with a variable interest rate; the Deposit interest is annually added to the Deposit balance on the date of Deposit contract conclusion.

In the understanding of these Regulations, a **Customer** is also an individual, who is underage as on the date of conclusion of the Children's Money Box Deposit contract, under the age of 17 and, accordingly, the **Customer's Representative** is a natural guardian or a legal guardian of the Customer.

Natural Guardian - a mother or a father of the underage person.

Legal Guardian - a guardian assigned by the Orphans' court for an underage person.

3.1.1. The Bank shall open a Deposit Account for the Customer and accept the Deposit Amount on the basis of a form of a deposit application specified by the Bank (Deposit Application).

3.1.2. The Customer may open a number of Deposit Accounts with the Bank, submitting a separate Deposit application to the Bank for each of them

- 3.1.3.** The Bank shall open the Deposit Account for the Customer and place the Deposit Amount thereto only after the Customer has opened a Account t, the servicing of which is provided in accordance with the relevant agreement and the Pricelist.
- 3.1.4.** The Bank is entitled to refuse opening a Deposit Account to the Customer and accepting the Deposit Amount, on the basis of information at its disposal. In such case the Bank is not obliged to explain the reasons of such refusal to the Customer.
- 3.1.5.** The Deposit contract, which consists of the Deposit application, the present Regulations and the Bank Price List, is considered concluded and takes effect as soon as the Customer signs the Deposit application and places the Deposit Amount on the Deposit Account. At the Customer's request, the Bank shall issue the Deposit Account Statement to the Customer.
- 3.1.6.** The person specified as the Customer in the Deposit application is considered the holder of the Deposit Account and the owner of the Deposit thereon.
- 3.1.7.** The Deposit may be used as a collateral (financial pledge) for fulfilment of Customer's liabilities towards the Bank; in such case, a separate agreement shall be concluded in writing between the Bank and the Customer.
- 3.1.8.** The Deposit periods, the Deposit Interest rates and the minimum Deposit Amounts are specified in the Pricelist of the Bank.
- 3.1.9.** The Bank guarantees the Deposit repayment to the Customer in compliance with the provisions of the Deposit Guarantee Law of the Republic of Latvia.
- 3.1.10.** By signing and submitting the Deposit application to the Bank, the Customer agrees and authorises the Bank to calculate and pay all taxes, duties and other mandatory payments on behalf of the Customer, as prescribed by the state authorities and local governments, to the state budget and/or to the budget of local governments from the Deposit Interest income received by the Customer, in accordance with the effective regulatory enactments of the Republic of Latvia.
 - 3.1.10.1.** Upon written request of **the Customer (a resident of the RL)**, the Bank shall issue an Account statement (on the Bank form) or a reference on the Customer's income from a Deposit in respect of which personal income tax was withheld and paid to the state budget of the RL;
 - 3.1.10.2.** The Bank shall provide **the Customer (a non-resident of the RL)** with an annual certificate (in the form prescribed in the regulatory enactments of the RL) of the Customer's income from a Deposit, which were gained during taxation year in the RL and in respect of which personal income tax was withheld and paid to the state budget of the RL.
- 3.1.11.** All deposits with AS "PrivatBank" are covered with guarantee compensation of the Deposit Guarantee Fund of the Republic of Latvia. The Deposit Guarantee Fund of the Republic of Latvia shall pay a maximum state-guaranteed compensation of up to EUR 100,000.00 (One hundred thousand euro) to every Customer (depositor) irrespective of whether the Customers (depositors) are residents of the Republic of Latvia or not, or whether the Deposit is in the national currency or not. More information is available on the website of the Bank.

3.1.12. Placement of Deposit

- 3.1.12.1.** When placing the Deposit Amount on Deposit Account, the Customer shall observe the minimum Deposit Amount specified in the Pricelist.
- 3.1.12.2.** The Deposit Amount shall be placed with the Bank either by transfer of non-cash funds to the Customer's Deposit Account.
- 3.1.12.3.** Processing of Deposit application **submitted by the Customer via the Remote account management system (Internet Bank):**
 - 3.1.12.3.1.** if the Deposit application was submitted on a Bank business day (Monday to Friday) between 00.01 and 22.00 the starting date of the Deposit period as specified in the Deposit application is deemed the date of submission of the Deposit application.
 - 3.1.12.3.2.** if the Deposit application was submitted on a Bank business day (Monday to Friday) between 22.01 and 24.00, as well as during weekends or holidays, the starting date of the Deposit period as specified in the Deposit application is deemed the first business day following the date of submission of the Deposit application.
- 3.1.12.4.** Upon receipt of the Deposit application the Bank shall transfer the Deposit amount to the Customer's Deposit Account. The Deposit application is not executed, nor is the Deposit placed, if the Customer Account balance as per starting date of the Deposit period specified in the Deposit application is less than the Deposit amount specified in the Deposit application.
- 3.1.12.5.** The Deposit period starts on the date when the Deposit Amount is transferred to the Deposit Account.
- 3.1.12.6.** The Bank is entitled not to accept the Deposit application and to refuse placement of the Deposit amount, if the Deposit application has been filled in incompletely, incorrectly or in an unclear manner, or the information specified in the application is ambiguous, unclear or with implication.

3.1.13. Deposit Interest

- 3.1.13.1.** Interest on the Deposit Amount placed on the Deposit Account is calculated and paid out in accordance with the present Regulations and the effective Pricelist.
- 3.1.13.2.** Interest on the Deposit is calculated in view of the number of calendar days in the year (365 or 366 accordingly) and the number of calendar days in the respective month.
- 3.1.13.3.** The Bank starts calculating interest on a Deposit from the date when the Deposit amount is transferred to the Deposit Account.
- 3.1.13.4.** Interest on deposit is calculated as follows: for the Savings Account, Term Deposit "Standard", and "Children's Money Box" – for each calendar day of the Deposit on the Deposit account, on the basis of the Deposit Account balance at the end of each calendar day;
- 3.1.13.5.** The day of placement of the Deposit amount and the Deposit maturity date are deemed the same day.
- 3.1.13.6.** The Bank shall calculate Deposit Interest on the actual Deposit Amount if the Deposit Account balance equals at least the minimum Deposit Amount as set by the Bank for calculation of the Deposit Interest.

- 3.1.13.7.** The Bank is not entitled to amend the Deposit Interest rates of the effective Term Deposit contracts: Term Deposit "Standard".
- 3.1.13.8.** Within the validity period of the Deposit contract "Savings Account", the Bank is entitled to amend (increase or decrease) the Deposit Interest rate, notifying the Customer thereof on an individual basis via Remote account management tools, and substantiating these amendments at least 10 (ten) calendar days prior to amendments coming into effect. If the Customer has not submitted a notification on termination of Deposit contract "Savings Account" to the Bank up until the date of such amendments taking effect, the Bank and the Customer shall consider that the Customer has accepted and approved such amendments.
- 3.1.13.9.** If the Customer submits a Notification on termination of Deposit contract "Savings Account" to the Bank within the period specified in Clause 3.1.13.8, the Bank shall refund the Deposit to the Customer and terminate the Deposit contract "Savings Account", not applying the penalty for early termination of the Deposit contract as specified in the Deposit application.
- 3.1.13.10.** The Bank is entitled to amend the interest rate of the Deposit contract "Children's Money Box" once a year on the contract date, according to the Pricelist of the Bank effective as of the date of the Deposit contract "Children's Money Box".

3.1.14. Pay-out of Deposit Amount and Deposit Interest

- 3.1.14.1.** The Deposit amount shall be available to the Customer on the Deposit maturity date in accordance with these Regulations or after the receipt of the Customer's Notification on Termination of Deposit contract.
- 3.1.14.2.** The accrued Deposit Interest shall be available to the Customer on the Deposit maturity date.
The Bank shall pay the Deposit Interest provided the Customer withdraws the Deposit amount on the Deposit maturity date in compliance with the maturity. If the Customer terminates the Deposit prior to the Deposit maturity date or on the Deposit maturity date, the Bank shall not pay the calculated Deposit Interest to the Customer.
- 3.1.14.3.** Considering the Deposit type specified in the Pricelist and in the Customer's Deposit application, the Deposit Interest for Deposit placement on the Deposit Account is paid out as follows:
- For the Term Deposit "Standard" – after Deposit maturity;
 - For the Savings Account – added in accordance with the Bank's Pricelist.
- 3.1.14.4.** When paying out the Deposit Amount, in accordance with the Deposit type provisions, the Bank shall pay due Deposit Interest to the Customer, save for the cases, when the pay-out of Deposit Interest is not provided for, while paying out the Deposit to the Customer up to and including the Deposit maturity date.
- 3.1.14.5.** Following the Customer's instructions in the Deposit application the Bank shall transfer the Deposit Amount and Deposit Interest to the Customer's Account
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- 3.1.14.6.** Within duration of the Deposit contract, a Customer is entitled to submit an application to the Bank to request change of the Bank Account to which the Deposit Amount and/or Deposit Interest are transferred.

3.1.14.7. In case the Bank uses the Customer's funds placed on the Deposit Account to ensure fulfilment of Customer's liabilities towards the Bank, the regulations on early repayment of the relevant Deposit shall apply.

3.1.14.8. If the date of repayment of the Deposit Amount and / or Deposit Interest falls on a weekend or a public holiday defined in the Republic of Latvia, the amounts defined therein shall be paid out to the Customer on the business day of the Bank, which follows the weekend or public holiday.

3.1.15. Termination of Deposit contract

3.1.15.1. If the Customer terminates the Deposit contract, pursuant to amendments to the regulatory enactments of the Republic of Latvia concerning payment of taxes, duties and other mandatory payments to the state and local governments payable on behalf of the Customer from the Deposit Interest income received by the Customer (except the Deposit contract "Children's Money Box"), the Bank shall pay out the Deposit Amount and the Deposit Interest for the actual deposit period; penalty for early termination of the Contract is not applicable.

3.1.15.2. The Bank is entitled to early termination of Deposit contract notifying the Customer thereof. If the Deposit contract is terminated prior to maturity at the initiative of the Bank, the Deposit Interest shall be paid for the actual period of fund placement, which shall not exceed the day of Deposit contract termination.

3.1.15.3. The Bank is entitled to refuse early termination of the Deposit contract and pay-out of placed funds to the Customer, if, according to an agreement between the Bank and the Customer, the Deposit serves as a collateral for fulfilment of Customer's obligations towards the Bank.

3.1.16. Deposit Maturity and Types

The Bank offers the following types of Deposits to Customers:

- Term Deposit "Standard";
- Savings Account - *new contracts not entered into since 1 October 2020;*
- The "Children's Money Box" deposit – *new contracts not entered into since 2 September 2013.*

The Customer shall indicate the preferable Deposit type and maturity (except for the Savings Account and the "Children's Money Box" deposit) in the Deposit application, according to the Pricelist.

3.1.16.1. Term Deposit "Standard";

3.1.16.1.1. The conditions for Term Deposit "Standard" are applicable to Deposit contracts concluded as from 2 September 2013.

3.1.16.1.2. The minimum Deposit Amount for the Term Deposit "Standard" shall be set according to the Pricelist.

3.1.16.1.3. The Term Deposit "Standard" may be replenished. Any individual or legal entity may replenish the Deposit.

3.1.16.1.4. The accrued Deposit Interest shall not be added to the Deposit Amount and Deposit Interest shall not be paid thereon.

- 3.1.16.1.5. The Bank shall pay out the Deposit Amount and the calculated Deposit Interest to the Customer in line with the Customer's instructions in the Deposit application.
- 3.1.16.1.6. The Deposit contract for the Term Deposit "Standard" shall be in effect throughout the period specified in the Deposit application or until the Customer and/or the Bank terminates the contract according to these Regulations.
- 3.1.16.1.7. On Customer's request, the Deposit contract for the Term Deposit "Standard" may be automatically extended. If the Customer notified the Bank in writing to automatically extend the Deposit contract Term Deposit "Standard" in the Deposit Application or otherwise within duration of the Deposit contract period, the Deposit contract shall be automatically extended for the same Deposit period as from the day following the Deposit contract maturity date. The Bank shall set the Term Deposit "Standard" interest rate according to the Price List of the Bank effective on the Deposit contract extension day. The provisions of this Paragraph shall be also applicable to the extended Deposit contracts. During the Deposit contract period the Customer is entitled to notify the Bank in writing about his/her decision to refuse automatic extension of the Deposit contract for the next maturity period.
- 3.1.16.1.8. A Customer is entitled to terminate the Deposit contract prior to Deposit maturity date and receive the Deposit Amount, by providing the Bank with a particular form of Notification on termination of the Deposit contract two (2) business days in advance. Should such situation take place, the Bank shall not pay out the calculated Deposit Interest to the Customer.
- 3.1.16.1.9. The Deposit Amount shall be available to the Customer 2 (two) working days after the day of filing the Notification on termination of the Deposit contract.
- 3.1.16.1.10. The Customer is not entitled to demand early payment of the Term Deposit "Standard" funds in parts.

3.1.16.2. Savings Account

- 3.1.16.2.1. The conditions for the "Saving Account" Deposit are applicable to Deposit contracts concluded up to and including 30 September 2020.
- 3.1.16.2.2. The Savings Account may be replenished without limitation.
- 3.1.16.2.3. The Bank may unilaterally change the Deposit Interest rate of the Savings Account, according to these Regulations.
- 3.1.16.2.4. The Bank adds the calculated Deposit Interest to the "Savings Account" Deposit at the end of each day; starting from the next calendar day the Deposit Interest is calculated on the amount of Interest on the "Savings Account" Deposit. The Deposit Interest is paid out in the Deposit Account pursuant to the Bank's Pricelist.
- 3.1.16.2.5. The Deposit contract is concluded for an indefinite period of time, and is in effect up until its termination by the Customer and / or by the Bank in accordance with these Regulations.
- 3.1.16.2.6. The Customer is entitled to terminate the "Savings Account" Deposit contract and to receive the entire Deposit Amount, or a part of it up to the minimum Deposit Amount determined by the Price List of the Bank by providing the Bank with a particular form of Notification on termination of Deposit contract (or on pay-out of a part of the Deposit) seven (7) calendar days in advance (for the Deposit

- contracts concluded up to and including 1 September 2013) or two (2) business days in advance (for the Deposit contracts concluded after 2 September 2013).
- 3.1.16.2.7. The Customer may receive a part of the Deposit Amount of up to EUR 1,000.00 (One thousand euro) or USD 1,000.00 (One thousand US dollars) without a prior notice to the Bank and without paying the penalty within one (1) business day. The requested funds shall be available to the Customer on the date of submitting the Notification on termination of the "Savings Account" Deposit contract or on pay-out of part of the Deposit to the Bank.
- 3.1.16.2.8. If the Customer fails to observe the term for Notification on termination of Savings Account contract, which is defined by Clause 3.1.16.2.6 herein, or for an Application on pay-out of part of the Deposit exceeding the amount specified in Clause 3.1.16.2.7, and wishes to receive the Deposit amount or part of the Deposit prior to the term of these Notifications, the Customer shall pay a penalty to the Bank in the amount specified in the Deposit Application and the Bank's Price List, effective as of the Deposit date (refers to Deposit contracts concluded prior to entry of the revised version of Part 3 "Deposit Regulations" of the present Regulations into effect). The penalty shall be deducted on the day of paying out the "Savings Account"; the Bank shall debit the penalty from the entire Deposit Amount or from part of the Deposit payable to the Customer. The present Clause of the Regulations shall be applicable to Deposit contracts concluded up to and including 1 September 2013.
- 3.1.16.2.9. In case the Customer submits the Notification on termination of Deposit contract "Savings Account" (or pay-out of part of the Deposit), the Bank shall continue calculation of Deposit interest on the Deposit Amount which was applied for, but not withdrawn, until the payment date.

3.1.16.3. The "Children's Money Box" Deposit

- 3.1.16.3.1. The conditions for the "Children's Money Box" Deposit are applicable to Deposit contracts concluded up to and including 1 September 2013.
- 3.1.16.3.2. No minimum Deposit amount is set for the "Children's Money Box" Deposit.
- 3.1.16.3.3. Any individual or legal entity may replenish the "Children's Money Box" Deposit without limitation.
- 3.1.16.3.4. The "Children's Money Box" Deposit contract is effective until the Customer reaches the age of 18; the Deposit period should not be less than one (1) year.
- 3.1.16.3.5. The "Children's Money Box" contract is automatically extended every year for the next 12 months (one year), until the Customer reaches the age of 18.
- 3.1.16.3.6. The Bank is entitled to change the Interest rate for the "Children's Money Box" Deposit in accordance with the present Regulations.
- 3.1.16.3.7. The Bank shall add the calculated Interest to the Deposit once a year on the Deposit contract date (at the end of the day); the Deposit Interest shall be calculated and paid out on the amount of calculated Interest as from the next calendar day. The Deposit Interest accrued during the year are added to the Deposit and are not paid out during the deposit maturity.
- 3.1.16.3.8. The Bank shall pay the Deposit Amount and the calculated Deposit Interest to the Customer at the end of the deposit maturity, in line with the Customer's instructions.

- 3.1.16.3.9. The "Children's Money Box" Deposit contract is in effect for the period specified in the Deposit application, or until the Customer's Representative and/or the Bank terminate the contract according to the provisions of the present Regulations.
- 3.1.16.3.10. The Customer's Representative is entitled to terminate the "Children's Money Box" Deposit contract prior to Deposit maturity date, and receive the Deposit amount, by submitting a particular form of Notification on termination of the Deposit contract to the Bank seven (7) calendar days in advance and by providing the Bank with a respective permit from the Orphans' Court to manage funds of the (underage) Customer and/or to terminate this contract. If the Customer/Customer's representative withdraws the Deposit prior to Deposit maturity or right on the Deposit maturity date, the Bank shall not pay the Deposit Interest accrued over the last 12 months and not added to the Deposit yet to the Customer/Customer's representative.
- 3.1.16.3.11. The Deposit amount shall be available to the Customer/Customer representative after 7 (seven) calendar days after the date of submission of the Notification on termination of the "Children's Money Box" Deposit contract.
- 3.1.16.3.12. The Customer is not entitled to demand early payment of the "Savings Account" Deposit funds in parts.
- 3.1.16.3.13. If the Customer's Representative does not observe the term for submitting Notification on termination of the Deposit contract, provided for in Clause 3.1.16.3.10 herein, and wishes to receive the Deposit amount prior to the Notification term, the Customer/Customer's Representative shall pay a penalty to the Bank in the amount specified in the Deposit Application and the Pricelist of the Bank effective as of the Deposit date (refers to Deposit contracts concluded prior to entry of the revised version of Part 3 "Deposit Regulations" of the present Regulations into effect). The penalty shall be deducted on the day of paying out the Deposit; the Bank shall decrease the payable Deposit by the penalty amount.