

3.2. General Conditions for Deposits (for Customers legal entities).

Specific Terms:

Deposit – non-cash funds of the Customer (legal entity) deposited with the Bank at interest according to these Regulations, to the Customer's deposit application, and to 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 and in the Deposit application, on the basis of which the Bank shall calculate compensation for the Customer for placing a Deposit on the Deposit Account.

Deposit account – the Customer's account with the Bank, where the Customer's Deposits are temporary placed and accounted;

"Term Deposit" – a Deposit with the Bank for a certain period with a fixed interest rate within the Deposit period; the Deposit Interest is payable monthly.

Savings Account – a top-up Deposit with the Bank for an indefinite period with a variable Interest rate; the Deposit Interest is accrued daily and added to the Deposit. The Deposit contract has an early termination option within one business day with payable Deposit amount and accrued Deposit Interest.

Deposit contract – a contract between the Customer and the Bank on Deposit placement 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.

General provisions:

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

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

3.2.3. The Bank shall only open the Deposit Account for the Customer and place the Deposit Amount thereto after the Customer has opened a Account with the Bank.

3.2.4. 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.

3.2.5. The Deposit contract, which consists of the Deposit application, the present Regulations and the Pricelist, is considered concluded and takes effect as from signing the Deposit application and placing the Deposit Amount on the Deposit Account. At the Customer's request, the Bank shall issue the Deposit Account Statement to the Customer.

- 3.2.6.** The person specified as the Customer in the Deposit application is considered the holder of the Deposit Account opened with the Bank and the owner of the Deposit thereon.
- 3.2.7.** 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.
- 3.2.8.** The Deposit periods, the Deposit Interest rates and the minimum Deposit Amounts are specified in the Pricelist.
- 3.2.9.** The Bank guarantees the Deposit repayment to the Customer pursuant to the Deposit Guarantee Law of the Republic of Latvia.
- 3.2.10.** All deposits with AS "PrivatBank" are covered with guaranteed compensations of the Deposit Guarantee Fund of the Republic of Latvia. The Deposit Guarantee Fund shall pay out a guaranteed compensation, the maximum amount of which is EUR 100,000.00 (One hundred thousand euros), to every Bank Customer (depositor) irrespective of whether the Customers (depositors) are residents or non-residents of the Republic of Latvia, or whether the Deposit is in national currency or in foreign currency.
More information is available on the website of the Bank.

3.2.11. Placement of Deposit

- 3.2.11.1.** When placing the Deposit Amount on Deposit Account, the Customer shall observe the minimum Deposit Amount specified in the Bank's Pricelist.
- 3.2.11.2.** The Deposit Amount shall be placed with the Bank by transfer of non-cash funds to the Customer's Account, from which, in accordance with the Deposit application signed and submitted by the Customer, the Deposit amount will be transferred to the Deposit Account. The Deposit application is not accepted, nor executed, if the balance of the Customer's Account is less than the Deposit Amount specified in the Deposit application.
- 3.2.11.3.** In order to place the Deposit Amount in cash, the Customer shall sign and submit a particular form of the Deposit application to the Bank, and pay the Deposit Amount to the Deposit Account.
- 3.2.11.4.** In order to place the Deposit by a non-cash transfer from the Customer's Account with the Bank, the Customer shall sign and submit a particular form of the Deposit application to the Bank. Upon receipt of the Deposit application, the Bank shall transfer the specified Deposit amount to the Customer's Deposit Account. The Deposit application is not accepted, nor executed, if the balance of the Customer's Account is less than the Deposit Amount specified in the Deposit application.
- 3.2.11.5.** The Deposit period starts on the date when the Deposit Amount is transferred (placed) to the Deposit Account.
- 3.2.11.6.** The Bank is entitled to refuse and not to accept the Deposit application, if the Deposit application has been filled in incompletely, incorrectly or in an unclear manner, or the information specified in the Deposit application is ambiguous, unclear or concealed.

3.2.12. Deposit Interest

- 3.2.12.1.** Interest on the Deposit Amount placed on the Deposit Account is accrued and paid out in accordance with the present Regulations and the effective Pricelist.

- 3.2.12.2.** Deposit Interest 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.
The Bank starts calculating Deposit Interest as from the date when the Deposit Amount is transferred to the Deposit Account.
- 3.2.12.3.** The Deposit Interest is calculated for each calendar day the Deposit stays on the Deposit Account, in accordance with the Deposit Account balance, as at the end of each calendar day.
- 3.2.12.4.** The day of placing the Deposit Amount and the Deposit term expiry day are considered the same day.
- 3.2.12.5.** The Bank shall calculate Deposit Interest from the actual Deposit Amount if the Deposit Account balance is not less than or equals the minimum Deposit Amount as set by the Bank for Deposit Interest calculation.
- 3.2.12.6.** The Bank is not entitled to amend the Deposit Interest rates of the effective "Term Deposits".
- 3.2.12.7.** 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 via Remote account management tools, or placing the information on the Bank website and premises of its structural units at least 10 (ten) calendar days prior to changes 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.
- 3.2.12.8.** If the Customer submits a Notification on termination of Deposit contract "Savings Account" to the Bank within the period specified in Clause 3.2.12.7, 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 "Savings Account" as specified in the Deposit application.

3.2.13. Pay-out of Deposit Amount and Deposit Interest

- 3.2.13.1.** The Deposit Amount and the accrued Deposit Interest are available to the Customer on the Deposit maturity date as set in the Deposit application, or beyond the date according to Notification on termination of Deposit contract, except the Savings Account which is payable to the Customer on the next business day of the Bank after the receipt of Customer's Notification on termination of Deposit contract according to the provisions of the present Regulations.
- 3.2.13.2.** The Bank shall pay the Deposit Interest provided the Customer withdraws the Deposit on the Deposit maturity date in compliance with the maturity. If the Customer withdraws the Deposit prior to maturity (except the Savings Account), the Bank shall not pay the accrued Deposit Interest and shall irrevocably deduct the interest amount, which was accrued and paid out earlier, from the payable Deposit Amount.
- 3.2.13.3.** Considering the Deposit type specified in the Pricelist and the Customer's Deposit application, the Interest on Deposit placement on the Deposit Account is paid out as follows:

- **For Term Deposit** – once per calendar month on the Deposit placement date for the previous month, or on the last day of the month (if the relevant month has no date corresponding to the Deposit placement date);
 - **For the Savings Account** – added in accordance with the Bank's Pricelist;
- 3.2.13.4.** When paying out the Deposit Amount, in accordance with the Deposit type provisions, the Bank shall pay the calculated 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 prior to the maturity date of the Deposit term.
- 3.2.13.5.** The Bank shall credit the Deposit Amount and Deposit Interest to the Customer's Account.
- 3.2.13.6.** In case the Bank uses the Customer's funds placed on the Deposit Account to ensure the fulfilment of Customer's liabilities towards the Bank, the regulations on early repayment of the relevant Deposit shall apply.
- 3.2.13.7.** 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 to the Customer on the business day of the Bank, which follows the weekend or public holiday.

3.2.14. Termination of Deposit contract

- 3.2.14.1.** 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.
- 3.2.14.2.** 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.

3.2.15. Deposit Periods and Types

The Bank offers the following types of Deposits to Customers:

- "Term Deposit";
- Savings Account - *new contracts not entered into since 1 October 2020.*

In its Deposit application, the Customer shall specify the preferable Deposit type and period (except the Savings Account) according to the Pricelist.

3.2.15.1. "Term Deposit"

- 3.2.15.1.1.** The Term Deposit shall not be replenished.
- 3.2.15.1.2.** The Bank may not unilaterally change the Term Deposit Interest rate.
- 3.2.15.1.3.** The accrued Deposit Interest shall not be added to the Deposit Amount and Deposit Interest shall not be paid thereon.
- 3.2.15.1.4.** 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 and in accordance with the current Regulations.

- 3.2.15.1.5.** The Term Deposit contract 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.
- 3.2.15.1.6.** The Customer is entitled to terminate the Term Deposit contract prior to the Deposit term maturity and receive the deposited funds, by submitting a particular form of Notification to the Bank on termination of Term Deposit contract, two (2) business days in advance. In such case, the Bank shall not pay the calculated Deposit Interest to the Customer; the Deposit interest, which was accrued and paid out earlier, shall be irrevocably deducted from the payable Deposit Amount.
- 3.2.15.1.7.** The Deposit Amount shall be available to the Customer 2 (two) working days after the date indicated in the Notification on termination of the Deposit contract.
- 3.2.15.1.8.** The Customer is not entitled to demand early pay-out of the "Term Deposit" funds in parts.
- 3.2.15.1.9.** If the Customer fails to observe the deadline for submission of Notification on termination of Term Deposit contract provided for in Clause 3.2.15.1.6 herein, and wishes to receive the deposited funds prior to deadline of the Notification on termination of Term Deposit contract, the Customer shall pay a penalty to the Bank in the amount specified in the Pricelist. The penalty is payable on the Deposit pay-out day; the Bank shall decrease the Deposit payable to the Customer by the penalty amount.

3.2.15.2. Savings Account

- 3.2.15.2.1.** The conditions for the "Saving Account" Deposit are applicable to Deposit contracts concluded up to and including 30 September 2020.
- 3.2.15.2.2.** The Customer may replenish the Savings Deposit without limitation.
- 3.2.15.2.3.** The Bank may unilaterally change the Savings Deposit Interest rate according to these Regulations.
- 3.2.15.2.4.** The Bank shall calculate Deposit Interest on the amounts, which are at least equal to the minimum Deposit Amount set by the Pricelist of the Bank, as from the day of transfer of the Deposit amount to the Deposit account.
- 3.2.15.2.5.** The Deposit contract "Savings Account" 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.
- 3.2.15.2.6.** The Customer is entitled to terminate the Deposit contract "Savings Account" and to receive the entire Deposit amount or its part of up to the minimum Deposit amount (if any) according to the Pricelist, by submitting a particular form of Notification on termination of Deposit contract (or on withdrawal of a Deposit part) to the Bank one (1) business day in advance.
- 3.2.15.2.7.** If the Customer fails to observe the deadline for submission of Notification on termination of Deposit contract "Savings Account" or on withdrawal of a part thereof, provided for in Clause 3.2.15.2.6. herein, and wishes to receive the Deposit or a part thereof prior to the Notification deadline, the Customer shall pay a penalty to the Bank in the amount specified in the Pricelist of the Bank. The penalty is payable on the Deposit (a part thereof) pay-out day; the Bank shall decrease the Deposit amount (a part thereof) payable to the Customer by the penalty amount.

- 3.2.15.2.8.** If the Customer submits the Notification on termination of Deposit contract or withdrawal of a part thereof, the Bank shall continue calculating Deposit interest on the requested Deposit amount that is not withdrawn until the pay-out day.
- 3.2.15.2.9.** The Bank may unilaterally terminate the Deposit contract "Savings Account" and to close the Deposit Account without any notice thereof to the Customer, without undertaking any responsibility and compensation of losses to the Customer, if the Customer has not conducted any Transactions in the Deposit Account for more than six (6) consecutive months, and, the Deposit Account balance equals zero (0) for the last six (6) months.