

# Part I

## Special Terms of Financial Instruments Accounts and Transactions

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NB! These special terms (referred to hereinafter as the Special Terms) are applicable in cases where an investment portfolio management agreement has been made between the you (Client) and CBL Asset Management IPAS

Any designations in capital letters as used in these Special Terms will have the same meaning as those used in the Terms of Financial Instruments Accounts and Transactions (the Terms form Part II of the Contract) or in the Application. In case of a conflict between the Terms and these Special Terms, the Special Terms will prevail in the performance of the Contract and Service Contracts. These Special Terms form an integral part of the Contract. You may be subject to conditions that are more favourable than those set out in the Contract (incl. more favourable commission fees), where the Bank and the Manager have mutually agreed upon it for the benefit of clients.

### 1. Conclusion of Contracts. Representation.

1.1. All Assets currently held in and in future credited/transferred to the Accounts opened under the Contract are managed by the Manager. All and any investment decisions in respect of them will be adopted and all transactions with them, all remittances and transfers on behalf of you will be made by the Manager only.

1.2. The Bank will introduce the Manager as Your representative to the Order Execution Policy, the Bank's policy for preventing conflicts of interests, information about investment services and risks, communicate the Commission Fee for the Bank services and expenses (where not defined in the Pricelist), notify in case of ceasing provision of custody service regarding some FI or other services formerly provided by the Bank under the Contract. Introduction of the Manager to said information means that you have been introduced to it. Consent or risk-taking on the Manager's part means consent or risk-taking on the your part.

1.3. Following the conclusion of the Contract the Bank does not verify the scope of the Manager's powers to perform the activities specified in the Contract and in Service Contracts. The Bank is entitled to consider the Manager to be entitled to perform, without any limitation, any action performed by the Manager on your behalf, and that the Manager's right to manage the Assets is in force, is not subject to a dispute and is in no way restricted.

1.4. The Bank does not verify compliance of investments and transactions with the Management Agreement and your investment policy. Compliance of the Manager's activities with them is controlled by you.

1.5. Where you wishes to transfer any FI to the FI Account, you are entitled to do so only if the Bank accepts to hold such FIs and you has reached an agreement with the Manager on the transfer of the FI for management.

1.6. You are obliged to notify the Bank immediately in writing in case of challenge or invalidity of the Management Agreement. While such information has not been duly notified to the Bank, the Bank is entitled to consider the Manager to be entitled to represent you and to perform all the activities specified in the Contract that he has been performing.

1.7. In case of death of a Client, a natural person, the Bank is entitled to consider that the Client's authorisation to the Manager to manage the Assets has also been given in the event of the Client's death until a Manager's Order of transfer of the Assets to the Client's heirs has been received.

### 2. Exchange of Information.

2.1. Where the Bank and the Manager have so agreed, the Bank is entitled to ensure exchange of information and documents between you and the Manager through the Bank, including Online Banking, including making reports provided by the Manager available to you in Online Banking; upon provision of information by you about your knowledge of and experience in investment services, investment objectives and financial standing; upon making amendments to the Management Agreement; and the Bank is also entitled to transfer information submitted to the Bank and relating to the Manager and/or You. The Bank is not liable for any your losses and expenses where the exchange of information with the Manager is delayed or has not taken place due to data transmission errors or other circumstances, as well as not responsible for the contents of the information provided by the Manager.

2.2. Where the Manager has so agreed, the Bank is entitled to provide you and request from you, through the Manager, the information and documents provided for in the Terms and Service Contracts. Where in the case provided for in this Clause the Bank provides you with information through the Manager, you will be deemed to have received the information when it has been communicated to the Manager; however, where the Bank requests information from you through the Manager, it will be deemed to have been requested from you when the Bank has requested it from the Manager.

### 3. Orders. Transfers of Assets.

3.1. The Manager solely has the exclusive right to handle your Assets, including giving Orders, receiving Confirmations of their execution, to agree on the terms and conditions of transactions, their modification, costs, cancellation, resolution of disputes about them, or their termination. The Bank is entitled not to accept any orders given by you and/or your representative (other than the Manager) for the handling of Assets. This in no way limits your right to withdraw your investment portfolio (or a portion thereof) from management according to the procedure laid down in the Management Agreement.

3.2. Any Manager's Order executed fully or partially and given on your behalf serves as the basis for the Bank to block the Assets required for execution of the Order and payment of the Commission Fee in the Account until the execution or cancellation of the Order, recording of accounting entries in the Account, transfer of FI or funds to the Account or from it.

# Part I

## Special Terms of Financial Instruments Accounts and Transactions

Citadele

JF

3.3. The Bank will agree with the Manager on the Means of Communication and the Telephone Password for giving Orders. The Bank will deem an Order to have been given by the Manager on your behalf where the password indicated/provided by the submitter of the Order corresponds to the Manager's password and the information specified in the Order enables the unequivocal identification of you and of the Account in respect of which the Order was given.

3.4. If you have given an Order to the Bank for the transfer of Assets from the Account to another account, the Bank will transfer such your Order to the Manager and will make the transfer (where the Terms so permit) only upon receiving an adequate Order from the Manager.

3.5. The Commission Fee for any Orders given by the Manager will be deducted, without a separate Order or approval by the Manager or you from your respective Account.

3.6. In cases provided for in the Terms where the Bank is entitled not to accept an Order, to stop the execution of an Order, cancel an executed Order, or to conclude counter transaction, and where the Bank is obliged to notify you about it, the Bank will only notify the Manager about it.

3.7. Any complaints about the execution of Orders or Transactions will be accepted by the Bank from the Manager. In case of any claims by you regarding any Orders given by the Manager or activities carried out by the Manager, the claims are to be made through the Manager.

3.8. Upon receipt of an Order from the Manager the Bank is entitled to deem the Manager to be authorized and entitled to give the Order on your behalf.

3.9. If the Client finds that the Orders executed by the Bank are not in conformity with the Management Agreement or the Client's investment policy, the Client must turn to the Manager immediately.

#### 4. Base Currency. Valuation of Assets.

4.1. You are not entitled to agree with the Manager on the change of the Base Currency specified in the Management Agreement without the consent of the Bank.

4.2. Upon calculation of the value of the assets managed by the Manager the Bank will assess, in accordance with the evaluation methods and sources provided for in the Terms, both the Assets held in the Accounts and the assets which are transferred to other accounts (for example, deposited) by an Order of the Manager and are managed by the Manager. The Bank will recalculate the value of the assets in the Base Currency according to the exchange rate of the Bank at the time of the calculation.

#### 5. Withholding the Manager's Remuneration, Expenses.

5.1. The Bank is entitled, without a special Order or approval, to debit from the Funds Account or, where the amount of funds is not satisfactory, upon request by the Manager, from any other your account with the Bank, the remuneration and expenses owed by the Client to the Manager and to transfer those amounts to the Manager. If the amount of funds in the Funds Account is not

satisfactory to pay the remuneration to the Manager, the Bank is entitled, but not obliged, to continue writing off these amounts from the Funds Account even if it is going to result in a negative account balance.

5.2. The Bank will debit the Manager's remuneration and expenses in accordance with the information communicated by the Manager. The Bank will calculate the remuneration of the Manager by taking into account the value of the managed your assets determined by the Bank and the amount of remuneration communicated by the Manager.

5.3. The Bank does not verify compliance of the amounts requested by the Manager with the Management Agreement or the actual expenses of the Manager.

5.4. If the funds held in your account with the Bank in the respective currency are not enough for payment of the Manager's remuneration or expenses to be withheld in another currency, the Bank will be entitled to convert the currency according to the Bank exchange rate at the time of conversion.

#### 6. Events.

6.1. The Bank will not notify you about any Events and will not forward information about any Events to you. Where the Bank has received information about an Event from an Intermediary, the Bank is entitled to transfer it to the Manager.

6.2. The Bank is not responsible for an act or omission on the Manager's part in connection with any Events and in cases where the Manager is not informed of any Events.

#### 7. Statements.

7.1. The Bank provides you with Statements:

7.1.1. through the Manager by including the information to be provided by the Bank in the statements that are provided by the Manager to you on a regular basis;

7.1.2. where you have Online Banking, the information to be included in the Statement is provided through it;

7.1.3. in addition to the cases referred to above, upon request by you.

7.2. The Bank does not guarantee that the Statement prepared by the Bank, e.g. the one available to you in the Online Banking, contains all the information that the Manager has to provide to you in accordance with the legal acts of the LV.

#### 8. Financial Collateral.

8.1. Where the Bank requests financial collateral ('FC') in connection with the Service Contract or a transaction, the Bank will notify the Manager about it. You agree that the Manager will provide FC to the Bank at the expense of Your Assets.

8.2. In cases where the Bank is entitled, in accordance with the Terms or under the Service Contract, to dispose of the FC and to sell the FI unilaterally, the Bank will notify the Manager of it and will sell the FI unless the Manager has done it.

#### 9. Liability.

9.1. The Bank is not liable for any act or omission of the

# Part I

## Special Terms of Financial Instruments Accounts and Transactions

Citadele

JF

Manager and for any losses and/or expenses incurred by you due to an act or omission of the Manager, including in connection with any decisions adopted, investments and transactions made by the Manager, and is not liable for cases where transactions have been made by the Manager in violation of the Management Agreement, investment policy or investment restrictions determined by you.

### 10. Amendments to the Special Terms.

10.1. The Bank is entitled to make unilateral amendments to these Special Terms (Part I of the Contract) according to the same procedure as provided for in the section "Amendments" of the Terms for making amendments to the Contract terms.

### 11. Investor Protection and Deposit Guarantee System.

11.1. In the cases provided for by legal acts of the LV, you are entitled under the Investor Protection System to compensation for irrevocably lost FI and investment services not actually provided. The Manager providing investment services – individual management of the investment portfolio – you introduces to the investor protection system regulations and your participation in the system.

11.2. Deposits held in the Funds Account are guaranteed to the extent and under the conditions set out in the Deposit Guarantee Law. You may acquaint yourself with the terms of the Deposit Guarantee System at the Bank's Website or in the Bank's premises during its business hours.

### 12. Termination of Contracts.

12.1. In addition to the provisions set out in the Terms, the Bank is entitled to restrict operations with Assets, block Accounts, stop the provision of services and to terminate the Contract unilaterally also in case if the Bank has received information that the Management Agreement has been terminated or is the subject of a dispute, or in the case

of any amendments to the Management Agreement as a result of which the Bank can no longer provide its services properly, or in case of termination of the cooperation between the Bank and the Manager in respect of client investment portfolios.

12.2. If the Bank terminates the Contract, the Bank shall give prior notice thereof to both you and the Manager.

12.3. The Contract may be terminated upon your initiative only if the Accounts have no Assets in them and there is no negative balance in the Accounts. Prior to giving notice of termination of the Contract to the Bank you shall carry out all the activities provided for in the Management Agreement for the withdrawal of your investment portfolio from the management or for transfer thereof to another holder.

12.4. In all cases of termination of the Contract the Bank is entitled to withhold from the amounts payable to you also any amounts due to the Manager (where the Manager has communicated such amounts to the Bank).

12.5. Where the Management Agreement has been declared, by virtue of a court judgement which has taken effect, as not concluded, non-existent or terminated, and the Account has Assets in it, the Bank will accept, without the mediation of the Manager, an Order from you for transfer of the Assets according to the procedure laid down in the Terms (Part II of the Contract). The Bank will notify the Manager about any such activities.

12.6. The Bank is entitled to withdraw from the Contract unilaterally by giving written notice to you at least thirty (30) days in advance without stating the reason for the termination. This provision is without prejudice to the right of the Bank to withdraw from the Contract unilaterally also in other cases referred to in the Terms (Part II of the Contract).

12.7. Where the Management Agreement has been terminated and the Account has no FI in it, the Bank is entitled to transfer the funds (if any) from the Funds Account to the Current Account and close Accounts without

**1. Definitions and their Meanings:**

- 1.1. **Assets** – FI owned by you and held in the FI Account, and funds accounted for in the Funds Account.
- 1.2. **Account** – a FI Account or a Funds Account.
- 1.3. **Accounts** – a FI Account (FI Accounts) and a Funds Account (Funds Accounts).
- 1.4. **Application** – an application filled in by you and submitted to the Bank using the Bank's template for conclusion of the Contract or for conclusion of the Service Contract.
- 1.5. **Bank** – Akciju sabiedrība "Citadele banka", reg. No 40103303559, LEI Code 2138009Y59EAR7H1UO97.
- 1.6. **Client or you** (in all forms) – a natural person or legal entity which has concluded the Contract with the Bank.
- 1.7. **Client Representative or Your Representative** (in all forms) – a natural person authorised to represent you with regard to the Contract, including the submission of the Orders, acting under a Power of Attorney issued by you or under other document certifying the right of representation that is approved by the Bank.
- 1.8. **Client's Status** – the status of a retail client, professional client or eligible counterparty assigned to you by the Bank pursuant to the applicable laws.
- 1.9. **Commission Fee** – the remuneration paid to the Bank for the services provided by the Bank, as specified in the Pricelist, Terms, Website or agreed upon by the Parties separately. You shall pay the Commission Fee to the Bank.
- 1.10. **Confirmation** – a notice, which is given to you on the execution of an Order, which contains information on the Transaction concluded, and which is not applicable to FI transfers and execution of Events.
- 1.11. **Contract** – this Contract on Financial Instruments Accounts and Transactions consisting of the Application for Conclusion of this Contract and the Terms.
- 1.12. **CSD** – the central security depository, in which the Bank participates directly.
- 1.13. **Current Account** – your current account with the Bank or your account with a payment card with the Bank.
- 1.14. **Event** – any facts or circumstances that have an impact on the characteristic of FI or the issuer's activities carried out for discharge of obligations towards the owner of FI (payment of dividends, changes in the nominal value of FI, merger or split of FI, redemption of bonds etc.) or any other offer related to the FI (e.g. a repurchase offer).
- 1.15. **Intermediary** – the CDS or other depository, brokerage firm, bank or another person attracted by the Bank for the execution of Orders, execution of payments related thereto and/or custody of FI.
- 1.16. **FC** – financial collateral for the benefit of the Bank within the meaning of the Financial Collateral Law of the LV.
- 1.17. **FI** – financial instruments within the meaning of the Financial Instruments Market Law of the LV, including debt securities, shares, investment certificates, derivative financial instruments.
- 1.18. **FI Account** – your account opened at the Bank under the Contract where FI owned by you are accounted for (held in custody).
- 1.19. **Funds Account** – a funds account/funds accounts containing records kept for the funds related to FI, FI transactions and/or custody of FI.
- 1.20. **Investment Account** – the status assigned to the Account in accordance with the law "On Personal Income Tax" of the LV.
- 1.21. **LEI Code** – 20-character code – the identifier of a legal entity that is used for reporting Transactions to trade repositories.
- 1.22. **LV** – Republic of Latvia.
- 1.23. **Means of Communication** – Online Banking, e-mail, or in the cases provided for in the Terms - Website, as well as the telephone (including SMS).
- 1.24. **Online Banking** – Citadele Online Banking for the use of which you have entered into an agreement with the Bank.
- 1.25. **Order** – your order drawn up according to the requirements of the Bank and submitted to the Bank for actions with the Assets, including carrying out the Transaction, currency conversion, transfer of funds or FI or any other actions under the Contract or Service Contract.
- 1.26. **Order Execution Policy** – the order execution policy for provision of investment services as approved by the Bank.
- 1.27. **Party** – you or the Bank.
- 1.28. **Parties** – you and the Bank.
- 1.29. **Pricelist** – the pricelist for the Bank's services effective at the time of provision of a service.
- 1.30. **Related Person** – the beneficial owner, parent company or subsidiary of the Client (legal entity) or the person, whose beneficial owner is the Client and/ or the Beneficial Owner of the Client.
- 1.31. **Regular Purchase Order** - an order to buy FI, which are units in investment funds, at a frequency and for a number of FI of your choice, in accordance with the conditions set out in the Order.
- 1.32. **Sanctions** - any financial, civil or other restrictive measures and/or embargoes (including "sectoral sanctions"), imposed in whole or in part, directly or indirectly, against designated persons, goods or services, countries or territories, or other entities:
- the United Nations Security Council;
  - the European Union;
  - Latvia, Lithuania or Estonia;
  - the United States of America (including the Office of Foreign Assets Control (OFAC) of the United States Treasury);
  - any other country with respect to persons, businesses, transactions, arrangements or any other activities that have a connection with that country; and/or
  - the authorities and bodies of any of the foregoing countries and organisations.
- 1.33. **Sanction legal act** - international and national (Republic of Latvia) sanction legal acts and/or national and international documents and/or documents issued by supervisory institution supervising the Bank.
- 1.34. **Service Contract** – a contract governing the relationship between the Parties with regard to certain separate investment services and ancillary investment services. A Service Contract shall form an integral part of the Contract.
- 1.35. **Statement** – an Account statement prepared in accordance with legal acts of the LV and provided by the Bank to you according to the Terms.

1.36. **Telephone Password** – a combination of Latin letters and/or Arabic numerals chosen by you or by the Bank, or password created in other procedure prescribed by the Bank and which is necessary for your authentication in the cases provided for in the Terms. If there are several Your Representatives, it may be required by the Bank that each representative should have his own telephone password.

1.37. **Terms** – these Terms of Financial Instruments Accounts and Transactions.

1.38. **Trading Venue** – regulated market, multilateral trading facility or organized trading facility.

1.39. **Transaction** – your FI transaction executed via the Bank, including the purchase, sale, exchange of FI.

1.40. **Website** – the website of the Bank at <http://west.citadele.lv/en/>

## 2. General Provisions. Representation

2.1. The Bank opens and services the Accounts, accepts and executes Orders, and provides any other services to you in accordance with the Terms and the terms of Service Contracts.

2.2. The Bank concludes the Contract with you only subject to the condition that you have opened the Current Account with the Bank.

2.3. The Bank is entitled to determine unilaterally the FI for which the Bank provides the services specified in the Contract, as well as to determine unilaterally a range of services and products available to you, taking into account the Client's status and Means of Communication available to you.

2.4. If you (legal entity) do not have a valid LEI Code, you authorize the Bank to receive/restore your LEI Code at your expense, or otherwise the Bank may refuse or restrict provision of services. The Bank is entitled, but not obliged to take actions specified in this clause.

2.5. The relationship between the Parties, insofar it is not covered by the provisions of the Contract and Service Contracts, shall be governed by the General Terms of Business of the Bank, Privacy Protection Rules, Order Execution Policy, and international market practice.

2.6. The Terms, General Terms of Business of the Bank, Privacy Protection Rules, Pricelist, Order Execution Policy, Interest Conflict Prevention Policy, guidelines for determination of the FI target market and other information related to FI and Transactions is available to you for inspection on the Website or in premises of the Bank within the opening hours of the Bank.

2.7. You shall independently read information on your rights and obligations resulting from Transactions and holding of FI. You bear responsibility for fulfilment of the obligations of the owner of FI set out in legal acts of the LV and foreign countries.

2.8. If the person who enters into the Contract/Service Contract on behalf of you is not authorised to represent you, that person shall be liable for the discharge of all your obligations under the Contract/Service Contract with all of his/her property.

2.9. The Bank may limit the number of Your Representatives or determine that you, a natural person, may submit the Orders only by yourself without the

intermediation of any representatives and attorneys-in-fact.

2.10. You shall notify the Bank in writing of the revocation of the Power of Attorney granted to Your Representative at least two Business Days before such revocation takes effect. Otherwise, you assume full responsibility for Orders previously placed by Your Representative for a further two Banking Days from the date on which the Bank receives the revocation of the Power of Attorney.

2.11. If you have not notified the Bank of the contrary, the Bank deems that:

2.11.1. you make all investments and perform all Transactions only and solely at own expense and in your interests (not in interests of other person);

2.11.2. you are a non-financial counterparty and do not perform Transactions in the amounts exceeding clearing thresholds.

## 3. Conclusion of the Contract and Service Contract

3.1. In order to enter into the Contract/Service Contract:

3.1.1. you shall fill in and sign the Application and submit the same to the Bank;

3.1.2. using Online Banking, you shall fill in the Application and submit the same to the Bank via Online Banking.

3.2. The Bank identifies you according to the requirements laid down by legal acts of the LV and requirements of the Bank. Upon receipt of the Application via Online Banking the Bank authenticates you according to the procedure laid down by the Online Banking Use and Servicing Contract.

3.3. The mere acceptance of the Application by the Bank shall not constitute the conclusion of a contract. The Contract/Service Contract shall be deemed concluded and in effect upon signature on the respective contract by the authorised person of the Bank or acceptance by the Bank of the Application submitted by you electronically by giving notice to you via Online Banking. The Bank may refuse to enter into any contract without explanation of reasons.

3.4. The Bank specifies/marks the Client's Status in the Application.

3.5. Where you conclude a contract electronically, the Bank issues, upon your request, a copy of the contract to you in paper form.

3.6. The Service Contract may be concluded only where the Contract has already been concluded.

3.7. Upon conclusion of the Contract, the Contract supersedes any previous agreements and arrangements governing the relationship between the Parties in respect of the Contract.

## 4. Right of Withdrawal

4.1. Where you, a natural person who is a consumer, enter into the Contract / Service Contract via Online Banking i.e. a distance contract, you may exercise the right of withdrawal and to withdraw from the distance contract within fourteen (14) days of the date of conclusion thereof by giving notice to the Bank via Online Banking or at any client service centre of the Bank.

4.2. Where you use the right of withdrawal, you are obliged, concurrently with giving notice of termination of the contract to the Bank:

4.2.1. to submit the Order for sale or transfer of FI and for transfer of funds from the Account to the Current Account (in the event that the Contract is terminated);

4.2.2. to perform any obligations arising out of the Transactions and any obligations for the securing of which FC (if any) is held in the Account;

4.2.3. to pay the Commission Fee to the Bank for the services received by you till the date of termination of the contract, including for custody of FI.

4.3. If you fail to perform, within five (5) Bank's business days of the date of notice of termination of the contract, the obligations arising out of the Transactions made (if any) or if there are Assets in the Account, the Bank shall carry out the activities provided for in Section 'Bank's Actions in Case of Failure to Perform Obligations' of these Terms. If the FI Account contains FI that cannot be used, or if the Account has a negative balance, or FC is held in it, the Contract shall not be terminated before the balance of all the Accounts is equal to zero.

4.4. The Contract/Service Contract is binding upon the Parties as of the date of conclusion thereof unless you use the right of withdrawal.

## 5. Accounts. Account Opening and Service. Holding of Assets

5.1. The Bank opens the Accounts listed below for you under this Contract. The Bank shall notify you personally of the numbers of the opened Accounts using the Means of Communication.

5.1.1. a FI Account and a Funds Account no later than on the next Bank's business day after conclusion of the Contract, but if the Contract was concluded to replace previous agreements between the Parties in the sphere of the Contract, then the FI account and the Funds account remain former;

5.1.2. a FI Account and a Funds Account for holding of a specific FC only in the cases provided for in the Terms;

5.1.3. an additional FI Account and Funds Account to ensure accounting of custody of FI registered in the CSD recording in your favour on a separate account in the CSD and/or registration of the FC in the CSD, upon execution of the Order on opening of the respective account in the CSD. If your ownership to FI is accounted at the CSD level, the Bank does not service the Transactions with FI accounted on your individual account.

5.1.4. with the consent of the Bank, additional Accounts may be opened for you on the basis of your Order or for the purpose of accounting your Assets in other cases as well.

5.2. Both FI registered in the LV and FI not registered in the LV shall be held in the FI Account. The ownership to the FI (except for the case when your ownership to the FI is accounted at the CSD level) belongs to you from the moment when they are recorded to the FI account. You are FI owner, but the Bank only holds FI.

5.3. All operations with Assets are recorded in the Accounts.

5.4. Funds in different currencies may be recorded in the Funds Account. Any funds in the Funds Account are intended for the execution of Orders, payment of Commission Fees, payment of other amounts and expenses

provided for in the Terms and Service Contract.

5.5. Any Order, executed in part or in full, serves as the basis for accounting entries in the respective Account, transfer of Assets from or to the Account.

5.6. Transfer of funds to the Funds Account shall be made from the Current Account, other Funds Account or your other account with the Bank, and funds from any other account outside the Bank shall be transferred only upon approval by the Bank.

5.7. Transfer of funds from the Funds Account according to your Order shall be made only to the Current Account, other Funds Account or your another account at the Bank, and transfer to another account outside the Bank is made only upon approval by the Bank. No cash deposits and withdrawals may be made to and from the Funds Accounts.

5.8. You shall monitor the situation in your Accounts constantly, including the sufficiency of funds for Transactions, payment of Commission Fees and for payment of other amounts provided for in the Contract and Service Contracts.

5.9. Where you have a debt under the Contract or Service Contract, it is recorded in the Account as a negative balance in the respective currency.

5.10. Where the Account contains a negative balance, you are obliged to cover it immediately without waiting for separate notice from the Bank.

5.11. The Bank ensures custody of FI using the services provided by Intermediaries. Upon your request the Bank provides you with information as to which of the FI owned by you are held in the custody of which Intermediary. The Intermediaries themselves may involve other persons (sub-custodians) in the provision of FI custody services. The Bank is liable for compliance with legal acts of the LV in choosing and attracting the Intermediaries for the custody of FI owned by the clients; however, it shall not be liable for any act, omission or solvency of the Intermediaries (and sub-custodians).

5.12. The Bank may hold the FI owned by you in an account opened with the Intermediary in the name of the Bank together with FI owned by other clients of the Bank without identifying the FI owned by individual clients or by opening a sub-account for each client. Based on the Order, the Bank may open an individual account for you in the CSD for custody of FI registered in the CSD. The Bank notifies the Intermediary in the event it holds FI with the Intermediary for the benefit of Bank's clients. By submitting the Application and transferring FI for custody you certify that you have read the information on custody of FI provided by the Bank, including risks, costs, information on custody of the FI owned by you in nominal accounts and possibility to open an account in the CSD.

5.13. The Bank keeps a record of your ownership to the FI pursuant to legal acts of the LV by reflecting your ownership in an accounting entry in the FI Account. As regards the Intermediary, taking into consideration the specific provisions of legal regulations governing the accounting for ownership rights in the respective country and other circumstances, record of the ownership to the FI may be registered in the name of the Bank, Intermediary, you or a third party, including a third party attracted by the

# Part II

## Terms of Financial Instruments Accounts and Transactions

Citadele

JF

Intermediary.

5.14. The Bank records FI registered in the CSD according to the regulatory documents issued by the CSD. Any FI that are not registered in the LV the Bank accounts in accordance with legal acts of the LV and the applicable market practices.

5.15. Any FI recorded in the FI Account and held in the custody of a foreign Intermediary, the rights arising out of them, act, omission and liability of the Intermediary may be subject to the legislation and market practice of the Intermediary's country which may substantially differ from that of the LV.

5.16. You agree that:

5.16.1. The Intermediary holding your Assets has the right to encumber and/or use your FI and funds held by it, including the right to encumber them with rights and obligations of third parties. The Intermediary may have such rights if they arise from the Intermediary's or a third party's services necessary to provide services to you or are required by the laws and regulations applicable in the legal system of the foreign country where the FI are held;

5.16.2. The Intermediary shall have the right to set-off your FI and funds held by it where such right arises from the Intermediary's or a third party's services necessary for the provision of services to you or under the laws and regulations applicable in the legal system of the foreign country where the FI are held;

5.16.3. the Bank is entitled, for the purpose of providing the Client with the services mentioned in the Contract and Service Contract, to conclude agreements with any Intermediaries that contain provisions on the pledging, encumbrance, use and set-off of the Assets similar to the provisions referred to above, observing the requirements of the legal acts binding upon the Bank.

5.17. The Bank may not use your FI for its own transactions with the Intermediary unless the Parties have agreed separately.

5.18. Only those FI shall be accepted to hold them in the FI Account in respect of which the Bank provides custody services and in respect of which you have submitted the necessary documents (if such documents have been required). The Bank may, at any time, refuse to hold in custody any FI in respect of which the Bank had provided services earlier. If the Account contains any FI with regard to which the Bank no longer provides custody services, the Bank notifies you thereof and sets forth the term, that shall not be less than five (5) business days, for the sale of FI or transfer thereof to another custodian. In case the Bank no longer ensures the holding of FI, the issuer of which has been declared insolvent, the Bank is entitled not to give you the above notification, and without your Order and prior notice transfer these FI from the FI account to the insolvent company register maintained by the CSD by registering FI in your name, as well as close Accounts if their balance is zero. In such case, the Bank shall immediately notify you of the actions taken.

5.19. Any transfers to the Account due to you shall be made within three (3) Bank's business days of the date of receipt of the funds at the Bank's corresponding account and only in the amount received by the Bank. Where the

Bank is obliged, pursuant to legal acts of the LV or of any other country, or pursuant to a special agreement, to deduct or where the Intermediary deducts a tax, duty or another deduction from your income or other transfers, the amount to be transferred to the Account shall be reduced for the amount of such retentions and expenses (including the Intermediary's commission fee).

5.20. The Bank is entitled to make corrections to any entries in the Accounts (and write off FI) without your approval where such entries have been made as a result of delusion or technical error, or where such corrections are made by the Intermediary, or in case if the settlement of the Transaction has not taken place or is late due to reasons outside the Bank's control.

5.21. If the FI owned by you and held in the custody of an Intermediary are irreversibly lost as a result of damage or destruction of data accounted by the Intermediary, as a result of insolvency, restructuring of the Intermediary, expropriation or nationalization of the FI or as a result of other similar events, the Bank shall be entitled to write off the irreversibly lost FI from the FI Account.

5.22. If FI or funds expected from a Transaction or from an Event were in advance credited to the Account before their actual receipt by the Bank or by the Intermediary, the Bank is entitled to write FI and/or funds off from the Account in case they are not received in fact. If those Assets are not available in the Account, you must return them to the Bank within the term specified in the Bank's request.

5.23. The Bank shall be entitled, without your Order, to convert any funds held in any of your accounts at the Bank from one currency into another where the funds are necessary for payment of a Commission Fee, payment of any other amounts or cancellation of an indebtedness expressed in another currency, or where the funds available in the respective currency are not sufficient to execute the Order. The Bank shall convert the currency according to the exchange rate set by the Bank at the time of the conversion.

5.24. The Bank may, without notice, block the Account, the Assets held in the Account, restrict dealings with the Assets and/or not accept for execution the Order(s) or suspend/extend the execution of the Order(s) in any of the following cases:

5.24.1. you (legal entity) do not have a valid LEI code (where required), Your Representative does not have a valid Power of Attorney, the documents you have submitted do not comply with the Bank's requirements or where the Bank has identified you only remotely when opening your Current Account;

5.24.2. The Bank has become aware that you have died;

5.24.3. the Bank has learned or there is a suspicion that you or your business activity is related to money laundering or market manipulations;

5.24.4. the Bank applies measures to mitigate the risk of money laundering, terrorism and proliferation financing or the risk of Sanctions;

5.24.5. where provided for by regulatory enactments, including upon request by the competent authorities;

5.24.6. in any of the cases referred to in the Terms where the Bank is entitled to terminate the Contract unilaterally or has given notice of termination thereof;

# Part II

## Terms of Financial Instruments Accounts and Transactions

Citadele

JF

5.24.7. the Bank Account in which your Assets are held and/or the Assets are subject to restrictions and/or encumbrances imposed in the country of issue of those Assets or in another country/region and which are not dependent on the Bank or arising from requirements or Sanctions of the Intermediary or Trading Venue.

5.25. If the Client (natural person) is deceased and the balance on the Accounts is zero, the Bank is entitled to close the Accounts without notifying the Client and receiving an Order.

5.26. If the Funds Account is subject to any kind of prohibition to make outgoing payments, you are obliged to contact the Bank and transfer the funds required for making payments set out in the Contract and/or Service Contract in the amount and term specified by the Bank to the account specified by the Bank.

### 6. Client Authentication

6.1. Upon accepting of an Order the Bank shall perform your authentication and, if it is successful and you have been identified, shall authorize you for the performance of the activities provided for in the Terms/Service Contract according to the Order.

6.2. For your authentication if you (Your Representative):

6.2.1. arrive in person, the Bank requires an identity document that contains identification data and the Bank verifies that the signature on the document provided by you/Your Representative visually matches the signature on the identity document provided by you/Your Representative;

6.2.2. use your phone, you identify yourself with your Phone Password and:

- if you are a natural person, your name and surname,
- if you are a legal person or you are represented by another person, by the Telephone Password, the name of the Client's representative and the name of the Client represented.

It is assumed that, upon giving the Telephone Password and the information referred to in this Clause (i.e. your name and surname, and, where you are a legal entity or where you are represented by a representative, also the name and surname of the Client's Representative and the Client represented), your identity data and the Account number is effectively given;

6.2.3. use Online Banking, the authentication methods specified in the agreement governing the use of Online Banking concluded with the Bank shall be used;

6.3. The Telephone Password given during the telephone conversation confirms that the person giving the Telephone Password is authorised to submit the Order on your behalf and for your benefit and to represent you in connection with the Contract and the Service Contract, and the Bank is not obliged to further verify the validity and scope of the Telephone Password, validity of the user's powers and their scope.

6.4. You are responsible for ensuring the confidentiality of the Telephone Password. If the Username, any of the passwords or encrypted files have been lost or may have come into the possession of unauthorised persons, you are obliged to notify the Bank immediately and submit the Order for a new password/data. The Bank will then cancel the

previous password/encrypted files as soon as possible and register new password(s) in accordance with your Order. The Bank shall not be liable for any loss or expense incurred by you if you fail to comply with this Clause in a timely manner.

6.5. Disclosure of the password to any person is deemed to be your authorization for that person to submit, on behalf of you and at your expense, any Orders submitted by it. All operations made under the Contract/Service Contract using the Telephone Password, including if carried out by an unauthorised person, are binding upon you.

6.6. You undertake to change the respective password upon request by the Bank.

6.7. You are obliged to notify the Bank immediately and to submit documents completed to the satisfaction of the Bank in cases where changes have been made to your data, contacts, other information about you specified in the Application, and upon request by the Bank.

### 7. Information Exchange

7.1. The Parties may exchange information using the Means of Communication, the Website and, in the cases provided for in the Contract, in paper form.

7.2. You acknowledge that the Bank has offered you the choice of receiving the information to be provided under the Contract from the Bank in electronic or paper form. You may receive information in paper form if you request the Bank to do so in writing. The Bank shall issue and you agree to receive the information in paper form by coming to the Bank's Client Service Centre in Riga, Republikas laukums 2A, during the Bank's business hours.

7.3. Exchange of information related to Order submission shall be performed in accordance with the Clause 10.1. and Clause 10.3. of the Terms, while exchange of information related to Statements and Confirmations, shall be performed according to order stated in Clauses 11.6. - 11.7. of the Terms.

7.4. The Bank is entitled to assume that you have regular access to the Internet if you provide the Bank with your e-mail address or enter into an agreement for use of Online Banking.

7.5. Any personally addressed information shall be communicated to you by the Bank using one of your Means of Communication known to the Bank, giving preference to the Online Banking (if any). If you do not have Online Banking, information addressed to you personally shall be notified to you by the Bank via e-mail.

7.6. The Bank notifies and you agree to receive information, not addressed to you personally, on the Website.

7.7. Information about FI, the FI target market, risks, costs, the FI key information documents (if any), and other information notified to you and changes thereto are published on the Website in the section "Client Support", sub-section "Information on Investment Services". Pre-transaction information on the total product and service costs and fees for FI distributed by the Bank or for which the Bank is obliged to provide a key information document, if the Key Information Document does not contain full information on service costs, is also published. If the Key



Information Document for FI contains full cost information, you should refer to the Key Information Document for this information. In other cases where the Bank is not obliged to provide information on total product and service costs and fees, the Bank will only provide information on the costs of the Bank's services (as set out in the Pricelist and/or the Contract).

7.8. The Bank shall provide the information referred to in the preceding clause in electronic form, unless you are a retail client and you have requested in writing that the Bank provide the information in paper form. The information shall be provided free of charge in accordance with the Terms.

7.9. If the Website does not contain the Key Information Document and/or information on the total costs and fees of the product and service in respect of FI that is a packaged retail investment product, you (if you are a retail client) agree that the Bank will send this information to your e-mail or via Online Banking immediately after acceptance of the Order (for the Transaction) for execution if the Order is placed by telephone or via Online Banking. If you do not agree to this, you have the right to postpone the submission of the Order until you have received all the information from the Bank and read it. If you do not inform the Bank of your wish to receive this information prior to submitting your Order, you will be deemed to have consented to receiving it after submitting your Order, and you confirm that you have been informed of your right to receive information on the total cost of the product and service by telephone prior to submitting your Order. If the Key Information Document on FI is not available, the Bank will not be able to accept for execution your (if you are a retail client) Order to purchase such FI.

7.10. For FI traded on regulated markets and/or investment funds managed by third parties, key information documents may only be available in English. In such case, if you choose to continue to receive the service from the Bank and you have submitted the Order to purchase the relevant FI, you are deemed to have agreed to read the Key Information Document in English and you understand this language.

7.11. The Bank shall not be obliged to provide you with the information on costs and charges referred to in the Terms if you have been granted the Client's status - Professional Client.

7.12. You shall regularly visit your Online Banking, Website and check e-mail to read the information provided by the Bank.

7.13. Any Bank information shall be deemed communicated to and received by you as of the moment when it is communicated through the Means of Communication, delivered to you in person or published on the Website.

7.14. The Bank has the right to send any notice, request, information to you by post. If a notice, request or information is sent to the Client by post, you shall be deemed to have received it on the 7th (seventh) day after posting, irrespective of actual receipt. You are obliged to carefully read the information communicated by the Bank and to keep up to date with any changes to it.

7.15. The Bank's language of communication is Latvian,

therefore not all documents provided by the Bank will be available in the language of your choice (Russian or English). The Bank is entitled to forward information received from Intermediaries and FI issuers to you in the language in which the Bank received it.

7.16. You are responsible for ensuring that the Bank can contact you by the Means of Communication at any time.

7.17. Any information provided by the Bank may be considered as an advice or recommendation to you to make or not to make investments in FI.

7.18. The Bank is entitled to determine unilaterally restrictions on the use of the Means of Communication.

7.19. The Bank informed you and Your Representative that telephone conversations and other communication between the Parties, as a result of which the Order may be accepted or Transaction may be executed, shall be recorded and may be used as evidence, including in court, for the settlement of any disputes between the Parties and/or any third parties. You are obliged to inform Your Representative that the Bank records conversations.

7.20. You acknowledge that the use of Means of Communication such as e-mail for communication between the Parties and the transmission of data via Online Banking or e-mail involves the risk of data transmission and that information may be distorted or disclosed to third parties in the course of transmission. You assume this risk.

## 8. Bank Remuneration

8.1. You are obliged to pay the Bank a Commission Fee for all services rendered under the Contract and the Service Contract, including for any fully or partially executed Order. You are obliged to ensure that you have sufficient funds in the relevant Funds Account or, where provided for in the Terms, in another account specified by the Bank, to pay the Commission Fee and other amounts under the Contract and/or the Service Contract in the currency required.

8.2. The Bank may unilaterally debit the Commission Fee and other amounts provided for in the Contract and the Service Contract from your account(s) with the Bank without a separate Order.

8.3. The Commission Fee for FI custody is deducted in the base currency specified in the Application, calculating it from the market value of FI in the FI account as of the last day of the month, but if FI are non-liquid, the Bank is entitled to deduct the Commission Fee for FI custody from the nominal value of FI. The Commission Fee for FI transactions is deducted in the currency of the FI transaction, if the transaction is not executed in euro. If the Commission Fee applicable to the transaction or FI custody is specified in euro, it shall be converted into the currency of the transaction or the base currency specified in the Application according to the exchange rate set by the Bank at the time of conversion.

8.4. The Commission Fee shall apply for each FI specified in the Order and for each time the Order is executed if a Regular Purchase Order is submitted. The Bank is entitled to deduct the full Commission Fee, if the Order has been accepted for execution by the Bank and, in cases when the Bank does not execute the Order itself, it is sent to the Intermediary.

# Part II

## Terms of Financial Instruments Accounts and Transactions

Citadele

JF

8.5. Where an Order is executed in parts, the Bank is entitled to deduct the full Commission Fee for each executed part of the Order. Where you withdraw an Order or where an Order has not been executed due to circumstances beyond the control of the Bank, the Bank is entitled to deduct a Commission Fee for any such Order as if it had been executed.

8.6. You shall also reimburse to the Bank all actual costs related to the performance of the Contract and the Service Contract even if such costs are not separately specified in the Pricelist. The amount of actual costs for Event-related Orders depends on the place of execution of such Order and other conditions thereof, and costs may be deducted within four months from the date of execution of the Event or the date of submission of tax certification (if required in connection with the Event).

8.7. At certain Trading Venues, transactions with FI may be subject to fees in accordance with national law (e.g., Stamp Duty in the UK) and/or terms and conditions of the Trading Venue. You shall reimburse the Bank for any such fees, as well as you have the right to receive additional information about them from the Bank upon request.

8.8. The Bank is entitled to determine independently the amount of the Commission Fee for any services that are provided to you but for which no Commission Fee is specified in the Pricelist or agreed upon by the Parties.

8.9. Where the Bank sells or buys any FI unilaterally without your Order according to the Terms or the Service Contract, the Bank is entitled to deduct a Commission Fee for it to the same extent as provided for in the Pricelist for the sale or purchase of FI upon your Order.

8.10. If the Bank opens a separate account for you in the CSD and a fee for opening of such account is not included/separately specified in the Pricelist, you shall pay remuneration to the Bank in the amount that is specified in the pricelist of the CSD, but for FI custody, FI transfers and other depositary services you shall pay in accordance with the Pricelist of the Bank that is applied to the FI Account opened in the Bank. The remuneration shall be accounted on an additional Account that is opened for such purpose (clause 5.1.3. of the Contract).

8.11. The Bank is entitled to apply the Commission Fee for the negative balance of the Account, calculating it for each day and deducting it on the first day of the calendar month for the previous month (unless you have another agreement with the Bank).

### 9. Events

9.1. The Bank may publish information on the Website or communicate information on Events in respect of the FI held in the FI Account by Means of Communication (Online Banking being preferred), provided that the Bank has received such information from the Intermediary/CSD, observing the following procedure:

9.1.1. in relation to shares listed on a regulated market of an EU/EEA Member State and where the registered office of the issuer of such shares is located in EU/EEA, as well as in relation to the FI registered in the CSD, the Bank publishes/ notifies you of Events in the cases, in accordance with the procedure and to the extent provided by regulatory

enactments and/or CSD regulations;

9.1.2. for other FI, the Bank shall publish/communicate to you information about Events to the best of its ability if the Bank has received it from the Intermediary in a timely manner and deems it relevant. In respect of these FI, you are obliged to obtain and verify information about all Events yourself using public sources of information. The Bank shall not be liable for your losses and/or expenses in the event that you were not informed of an Event.

9.2. The Bank is not responsible for and does not guarantee the accuracy and completeness of the information about the Events, and the Bank is not obliged to interpret it or search for information about the Events itself.

9.3. Upon request, you are obliged to provide the Bank with the information necessary for the execution of Events in the form and within the term specified by the Bank.

9.4. In case of specific Events, you have to submit an Order to exercise the rights attached to FI.

9.5. The Bank is entitled to block Assets in the Account, according to the Event, even if you have not submitted an Order.

9.6. A FI issuer or an Intermediary may stipulate that FI shall participate in Events by default, i.e. if no activity is carried out within a specified period, FI will participate in the Event and will be exchanged, divided, cancelled etc., and silence on the FI owner's part will be deemed to be consent to such activities. The Bank shall not be liable for the occurrence of any such events.

9.7. If you or the Bank becomes aware of an Event, you are obliged to evaluate it and decide independently what action to take. Information received from the Bank shall not be deemed to be advice or a recommendation to take or not to take any action.

9.8. The Bank shall not be liable for any of your damages and/or expenses that may arise as a result of execution or non-performance of an Event, including in case where the Bank has received incomplete or inaccurate information about the Event or the actions necessary for its execution, or if you do not provide the information required for execution of the Event in accordance with the Bank's request or the submitted information is deficient.

9.9. Upon transferring the income from an Event to the Account, the Bank shall determine the amount of income to be transferred to you based on the amount of funds received by the Bank from the Intermediary. The amount of taxes, fees and other retentions to be deducted from the income shall be calculated in proportion to the amount of the FI participating in the Event.

9.10. Any new FI emissions or other your income in the form of FI shall be transferred by the Bank to the FI Account in accordance with the accounting entries made by the Intermediary.

9.11. In cases specified in regulatory enactments, also when it is subject to a separate agreement between the Parties, the Bank ensures the exercise of the voting rights arising from FI or any other rights at the meetings of FI owners, in courts etc.

9.12. Except for cases specified in regulatory enactments, the Bank may not be able to provide you at all times with the possibility to exercise the rights arising out of or related to

# Part II

## Terms of Financial Instruments Accounts and Transactions

Citadele

JF

the FI held in the custody by the Intermediary, and you shall waive any claims against the Bank in this respect.

### 10. Orders

10.1. Any Orders are to be submitted to the Bank:

10.1.1. using the Means of Communication designated for their submission, or

10.1.2. in person at the Bank by submitting the same during the opening hours of the Bank.

10.2. Orders submitted via Means of Communication, including by telephone, shall have the same legal effect as Orders signed by you, provided that you are authenticated as the submitter of the Order in accordance with the Terms. Such Orders shall be sufficient to establish your liability and may be used as evidence, including in court.

10.3. The Bank is entitled to limit unilaterally the volume of the Orders to be submitted, time of acceptance of such Orders or any other parameters of the Orders to be submitted using certain Means of Communication, as well as to specify the Means of communications, which shall be used for submission of Orders. A Regular Purchase Order can only be submitted via Online Banking.

10.4. You are obliged to execute Orders clearly and accurately in accordance with the Terms, the Service Contract and other requirements of the Bank.

10.5. You shall specify the following information in the Order:

10.5.1. Order type (purchase, sale, deregistration etc.);

10.5.2. FI name, stating the information which allows it to be clearly identified (FI type, FI issuer's name, ISIN code etc.), or the currency (where the Order concerns currency exchange);

10.5.3. FI price, interval or mechanism of establishment of the price (market price etc.) where the Transaction execution price is an essential component of the Transaction, or if you give specific instructions concerning the Transaction execution price;

10.5.4. The Order time in force instructions, where the Order time in force plays an important role in the Order execution, or if you give specific instructions. A Transaction Order should contain specified time in force instructions at all times. The Bank may impose restrictions on the Order time in force for individual FI. Where you have submitted a Day Order outside working hours of the specific Trading Venue and it is not possible to execute it on the day of submission, the Order may be executed on the next day when the Bank is able to do it. Where the time in force is not specified in a Transaction Order, it is deemed to have been submitted as a Day Order;

10.5.5. Execution date (regularity on a monthly basis) and expiry date for a Regular Purchase Order. In this case, the duration of the Order may not exceed 1 (one) year from the date of submission of the Order. If the selected date of execution of an Order in any month is a weekend or public holiday, the Regular Purchase Order shall be executed on the next business day following the selected date;

10.5.6. your signature and identification data where an Order is submitted in paper form, and the stamp imprint (if any);

10.5.7. The information provided in the Service Contract, where any other or additional information is to be provided

in the Order according to the Service Contract;

10.5.8. Any other information that you or the Bank deems necessary or which is related to the execution of the Order. The Bank is entitled to interpret any definitions and abbreviations used in the Orders in line with the common market practices.

10.6. You undertake to submit, upon request by the Bank, any documents which in the opinion of the Bank are required for the execution of an Order.

10.7. The submission of an Order to the Bank serves as a confirmation that you have read and consent to the Order Execution Policy effective at the time of submission of an Order.

10.8. Upon accepting an Order the Bank is entitled to block the Assets in the respective Account required for the execution of the Order and payment of the Commission Fee until the execution or cancellation of the Order.

10.9. The Bank is entitled not to accept an Order, refuse to execute it or to suspend/cancel the execution of the accepted Order upon the occurrence of any of the following circumstances:

10.9.1. the Bank has a reasonable suspicion that the Order has not been submitted by you or the Bank is unable to clearly establish that the password given corresponds to your Telephone Password;

10.9.2. the Order has been submitted not in compliance with the requirements of the Terms, the Service Contract or the provisions of legislation or other requirements of the Bank;

10.9.3. the Terms or the provisions of the Service Contract do not provide for the performance of the activities specified in the Order;

10.9.4. you are late with any payments under the Contract or any other contract concluded with the Bank or fails to fulfil any other obligations towards the Bank, including where the Account has a negative balance, or where you (legal entity) do not have a valid LEI Code (where it is mandatory);

10.9.5. the Commission Fee for the execution of an Order is not included in the Pricelist and the Parties are unable to agree on the amount thereof;

10.9.6. the current amount of FI or funds in the Accounts in the relevant currency is not sufficient for the execution of the Order and payment of the Commission Fee (also in case when Assets should be credited to a separate Funds Account for certain market FI). If you have submitted a Regular Purchase Order to the Bank but on the date of its execution there are no funds in the Funds Account to execute the Order, the Order shall not be executed and shall be deemed cancelled for the relevant execution date (in the relevant month). If such a situation is repeated three times in succession or the Bank receives an order from the competent authorities or officials preventing making payments into the Accounts, the Bank shall be entitled, without prior notice to you, to unilaterally cancel the Regular Purchase Order submitted by you and treat it as terminated in its entirety;

10.9.7. the Bank suspects that activities stated in the Order are related to money laundering or an attempt thereof, or there is a suspicion that you are carrying out a dishonest or manipulative Transaction;

10.9.8. execution of an Order within the term specified is not

# Part II

## Terms of Financial Instruments Accounts and Transactions

Citadele

JF

possible, given the time limits for the submission or execution of Orders as determined by the Trading Venues or Intermediaries;

10.9.9. the Bank is unable to service the FI specified in the Order;

10.9.10. if there is disagreement between the Parties concerning the terms of the Order or the fact of submission of the Order or similar circumstances;

10.9.11. due to any other conditions that, in the opinion of the Bank, prevent or complicate the execution of the Order, or may affect the interests of the Party adversely, for example, a FI key information document is not available to the Bank when it is mandatory, or in case when the FI target market is professional clients, but the Order has been received from a retail client, or in the case of specified in Clause 5.24.4 or 5.24.7 of the Terms;

10.9.12. in any other cases referred to in the Terms or in the Service Contract.

10.10. When executing the Orders, the Bank shall comply with legal acts of the LV and of the respective foreign countries and observe fair market practices. Any Orders shall be executed in accordance with the Order Execution Policy, terms of the execution venues of Orders, terms of trading facilities, and market practices.

10.11. The Bank shall execute Orders either by itself or through an Intermediary. The Bank is entitled to execute any Order and Transaction outside the Trading Venues; including against an order by another client of the Bank or by entering into the Transaction as a party to the Transaction.

10.12. When executing an Order, the Bank is entitled to combine an Order with any other orders or split the Order. The Bank shall comply with the terms for the merger or division of Orders laid down by the Order Execution Policy.

10.13. The Bank is entitled to execute an Order partially or in parts, unless the Order otherwise specifies.

10.14. In order to revoke or amend an Order, you shall submit an Order to that effect. You may only revoke or amend an Order with the consent of the Bank if the Order has not yet been executed. If the Order has already been executed, it is binding on you.

10.15. A Regular Purchase Order shall be deemed to be terminated (without your Order of cancellation) if the investment fund in respect of which the Regular Purchase Order has been submitted ceases to be represented or reorganisation takes effect.

10.16. The Bank is entitled to cancel any Transaction concluded or a currency exchange transaction made by concluding, if necessary, counter transactions on behalf of you (i.e. transactions opposite to those made as a result of the execution of the disputed Order) for the market price available to the Bank/exchange rate set by the Bank at the time of concluding the counter transaction and to make entries in the relevant Account and to notify you about such activities in case of occurrence of any of the following circumstances:

10.16.1. the Bank has a suspicion that you are making unfair or manipulative Transactions;

10.16.2. the Intermediary has cancelled the Order or Transaction executed;

10.16.3. a technical error has occurred;

10.16.4. Parties are in disagreement about the terms of the Order or the fact of submission of the Order or similar circumstances, without waiting for a resolution of the dispute, and regardless of whether the Transaction results in a profit or loss for you;

10.16.5. The Bank shall cancel the Transaction or change its conditions in accordance with regulatory enactments, a decision of the authority supervising the Bank, regulations of the CSD, Intermediary or Trading Venue.

10.17. In the event that the turnover (including conversion, transfer or sale) of Assets (FI or currency) credited to the Account or due to you but not yet credited is hindered, restricted, delayed or impossible due to circumstances beyond the Bank's control, the Bank shall be entitled to extend the time for execution of the Order in respect of such Assets or to refuse execution of the Order and/or extend the time for crediting the Assets to your Account. The Bank shall not be liable for your losses in the following cases, including losses that may arise from the difference in exchange rates or FI prices on the date of submission of the Order and the date of actual execution.

10.18. A conflict of interest may arise between the Bank and you or clients of the Bank in the course of execution of Orders and provision of other services. The Bank shall take measures to identify and prevent situations of conflict of interest by developing appropriate policies and procedures. The Bank has approved a policy for preventing conflicts of interest.

10.19. You submit all Orders only upon own initiative and the Bank does not give any recommendation or consultation to you. In this case, the Bank does not assess your compliance with the FI target market or, if applicable, performs only the evaluation of your knowledge and experience.

10.20. When purchasing FI, you shall read the information and documents provided by the FI issuer (including terms of offer, prospectus, range of prices, FI target audience) before such purchase and submit the Order only in accordance with such documents. You should be aware that certain FI may not be intended for public distribution in Latvia, and therefore you, by purchasing these FI on your own initiative, do not receive the appropriate protection that would be available if FI were publicly distributed in Latvia.

10.21. The Order Execution Policy does not apply to currency spot transactions (currency exchange) made under the Contract.

### 11. Confirmations. Statements. Asset Valuation

11.1. A Confirmation shall be available to you no later than on the day following the conclusion of the Transaction specified in the Order or, where the Order has been executed through an Intermediary, no later than on the next Bank's business day after the Bank has received the respective confirmation from the Intermediary. The Bank sends the Confirmation to you to the e-mail specified by you, as well as it may be available in Online Banking. Confirmations available in Online Banking are in the form of a summary and may not reflect complete information.

11.2. Where you find any discrepancies between the

Transaction specified in the Order and in the Confirmation, you are obliged to notify the Bank thereof immediately but no later than within one (1) Bank's business day.

11.3. Receipt of a Confirmation alone does not mean that you have acquired ownership rights of the Assets referred to in the Confirmation.

11.4. You acquire the ownership of FI only when they have been recorded in the FI Account, as confirmed by a FI Account Statement.

11.5. The Statement is available to you no later than on the next Bank's business day after the recording of the entries in the Account according to the Orders executed and the approvals received from the Intermediaries for the settlement of payments in respect of them, and it is provided to you in accordance with the procedure set out in the Contract and regulatory enactments.

11.6. If you are connected to Online Banking, Statements are available in Online Banking.

11.7. If you are not connected to Online Banking and the information to be included in the Statement has not otherwise been provided to you during the relevant period, the Bank will send the Statement to you annually or, if required by law more frequently (quarterly), by e-mail. If there have been no FI in the FI Account during the Reporting Period, the Bank may not send you the Statement.

11.8. In order to determine the value of the Assets for the purposes of preparation of Statements, calculation of the Commission Fee, or assessment of the sufficiency of the FC provided under the Contract or the Service Contract, the Bank shall determine the market value of the FI according to the following principles:

11.8.1. FI to be listed and traded on regulated markets and on the interbank market shall be assessed according to the market prices and quotations (for example, by Bloomberg) of the FI at the disposal of the Bank at the time of setting the market price of the FI;

11.8.2. any unquoted FI not listed on regulated markets and on the interbank market are assessed at the price and quotation which in the opinion of the Bank are the closest to their real market value;

11.8.3. in determining the FI market price the amount (quantity) of the FI may be taken into account in cases where the disposal of all FI can alter their market price significantly;

11.8.4. the Bank is entitled to assess any illiquid FI at their nominal value.

11.9. The value of the Assets is set in the base currency stated in the Application by converting it according to the exchange rate set by the Bank.

## 12. Significant Participation

12.1. If the laws of the country of origin of the FI issuer or of the country of registration of the FI require that notice is to be given by the Client (FI owner) regarding the acquisition or disposal of FI, or a permit is to be obtained for such activities, the Client is obliged to comply with the provisions of such laws and to provide independently for the submission of such notice or receipt of such permit and to notify the Bank thereof.

12.2. The Bank may impose restrictions on your options to

purchase FI in connection with the specific characteristics of accounting for and custody of the FI and the possible acquisition of significant participation by the Bank by providing FI custody services to the clients of the Bank.

## 13. Financial Collateral (FC)

13.1. By submitting an Application to the Bank you agree that:

13.1.1. any Assets currently available in the Accounts and transferred thereto afterwards, with all the benefits resulting from them and their future components, constitute FC to ensure the performance of your obligations towards the Bank arising out of the Contract, Service Contract and performance of the obligations of the Related Person towards the Bank, regardless of the date of occurrence of the obligations;

13.1.2. the Bank is entitled to make a note on the FC in the Accounts;

13.1.3. the Bank is entitled to block the FC (prohibit you to use it) in any of the following cases:

13.1.3.1. where the provision of FC is provided for by a Service Contract or another agreement;

13.1.3.2. where you or the Related Person has an outstanding obligation towards the Bank or the Account has a negative balance;

13.1.3.3. in any other case provided that the Bank has notified you thereof.

13.2. Where you provide FC to the Bank under another contract and the FC so provided is not intended for Transactions, the Bank is entitled, in respect of custody of such FC, to open a separate FI Account and to transfer your FI to be pledged to it without your Order as well as to open a separate Funds Account for accounting for the Commission Fee related to the custody of FC. You are obliged to provide, within the period set by the Bank, that funds are available in the Funds Account opened according to this clause for the payment of the Commission Fee for the custody of the pledged FI for one year ahead (or for a shorter period if the Bank so agrees). The Bank shall close any Accounts opened under this clause without a special Order from you if in the opinion of the Bank they are no longer required for the custody of FC, subject to transferring the Assets to other your Accounts prior to the closure.

## 14. Bank Activity in Case of Default on Obligations

14.1. In the event of a default by you and/or your Related Persons in relation to the Bank, including if there are insufficient funds in the Account to pay the Commission Fee or to execute an Order, the Bank shall be entitled, without your Order and without separate notice to you, to:

14.1.1. deduct the amount owed from any transfers to the Account;

14.1.2. write off the outstanding amounts from any your account at the Bank by way of set-off reducing Bank's claims towards you;

14.1.3. seize your assets held with the Bank and suspend the performance of any contract with you.

14.2. The Bank is entitled, without your Order, without the intermediation of a court or an auction and without giving separate notice, to dispose of the FC provided under this

Contract and/or to sell the FI held in the FI Account for a free price – a price available to the Bank on regulated markets, interbank markets or for the market price available outside them, or for a price which in the opinion of the Bank is the closest to their actual market value, for the benefit of a third person, or for the benefit of the Bank itself, by freely establishing the FI disposal procedure, and/or block your Assets (including the FI held in the CSD) in any of the following cases:

- 14.2.1. you and/or the Related Person have a debt or other outstanding obligation to the Bank and the amounts due to the Bank have not been paid within 3 (three) Bank Business Days after the Bank's request to you or on the last Bank Business Day before the expiry date of the Contract;
  - 14.2.2. you have failed to submit all the documents to be filed to the Bank according to the Terms and requested by the Bank within the period prescribed by the Bank. In this case the Bank is entitled to sell those FI in respect of which you have failed to submit the documents requested by the Bank;
  - 14.2.3. in case of termination of the Contract until the term notified by the Bank you have failed to submit an Order for the sale of the FI or transfer thereof to another custodian;
  - 14.2.4. the Bank is no longer providing custody in respect of some FI and you have failed to submit an Order for the sale of FI or transfer thereof to another custodian within the period prescribed by the Bank. In this case the Bank is entitled to sell the FI in respect of which custody is no longer provided;
  - 14.2.5. you (legal entity) do not have a valid LEI Code and the Bank cannot receive/restore it at your expense due to any reason;
  - 14.2.6. a decision to terminate cooperation with you has been made in the Bank and/or the Bank has a suspicion that you are involved in money laundering or an attempt of money laundering, or is making unfair or manipulative Transactions.
- 14.3. The Bank shall be entitled to withhold from the funds received as a result of the activities referred to in this Section all payments due to the Bank under the Contract, the Service Contract and/or other contracts between the Parties and/or between the Related Person and the Bank (first the costs of selling the Assets, then late payment interest, other claims of the Bank against you, then claims of the Bank against the Related Person) and to credit the balance (if any) to the Current Account.

## 15. Liability

15.1. The Bank shall not be held liable for any damages and expenses incurred by you where they have occurred:

- 15.1.1. as a result of any Transactions, Events or your operations with Assets;
- 15.1.2. as a result of performance of the Contract or the Service Contract by the Bank, including the use of any rights granted thereby, including in the event of a dispute between the Parties about the submission or terms of an Order, and the Bank, without waiting for a resolution of the dispute, makes a transaction opposite to the transaction made as a result of the execution of the disputed Order or suspends the execution of the Order;

- 15.1.3. as a result of occurrence of any risks (including those referred to in the Terms);
  - 15.1.4. due to an unlawful act by a third party, including where the Bank had authenticated you as the submitter of the Order and the Order has turned out to be counterfeit;
  - 15.1.5. because the Means of Communication, the Telephone Password or any other means of authentication used by you are used by unauthorised persons;
  - 15.1.6. due to the application of foreign law or market practice or because the Bank acts in accordance with the rules, requirements or instructions of the CSD, the Trading Venue, the Intermediary and/or the settlement system when providing for the accounting and holding of Assets (FI or funds), the execution of Orders or Events or related settlements;
  - 15.1.7. where the Bank had attempted to contact you using the Means of Communication but you could not be reached;
  - 15.1.8. because you misuse or are not familiar with the terminology or language related to FI.
- 15.2. The Bank shall not be liable to you for any default, loss or expense suffered or incurred by you in any of the following circumstances:
- 15.2.1. Assets are lost or restricted due to the act/omission, insolvency or other proceedings of the Intermediary (sub-intermediary);
  - 15.2.2. due to a breach of settlement or crediting of Assets or blocking of Assets, if this is due to an act and/or omission of the Intermediary, you or a third party or due to reasons beyond the Bank's control, including if settlement is delayed due to the Intermediary or the settlement system, the Bank only distributes funds received from the party at fault among clients and only when the Bank has received such funds;
  - 15.2.3. due to force majeure (including labour strikes, epidemics, acts of war, natural disasters or similar circumstances that could not have been foreseen or prevented by reasonable means) or due to regulatory changes;
  - 15.2.4. if you or the Related Person are or become subject to Sanctions;
  - 15.2.5. in any other cases referred to in the Contract or Service Contract.
- 15.3. The Bank is responsible for loss of your FI, transferred to the Intermediary for custody, only in case, if the Bank was negligent when choosing the Intermediary and has recovered assets from the Intermediary under contracts entered into between the Bank and the Intermediary, and only in the proportion to the amount of the recovered assets. If the Bank's negligence in choosing the Intermediary has not been proved, the Bank may deduct a proportional part of the Bank's expenses occurred in connection with a debt recovery process from the amount to be transferred to you.
- 15.4. If, at the time of settlement under the Transaction, your Account does not contain the full amount of Assets required for settlement or the Assets are encumbered, you assume all adverse consequences, including the obligation to reimburse the Bank for any penalties imposed on the Bank by the CSD or the Trading Venue for delay in settlement.

15.5. You shall be liable for the performance of the obligations of your Related Persons towards the Bank as if you were the debtor yourself.

#### 16. Submission of Claims. Out-of-court Dispute Resolution

16.1. Any claim in respect of the services provided under the Contract and the Service Contract are to be submitted in writing. You may submit a claim about the execution of a Transaction to the Bank within ten (10) Bank's business days of the date of execution of the Transaction. Upon expiry of this period, all the Transactions specified in the Confirmation shall be deemed accepted by you and duly executed.

16.2. The Bank shall examine your claim within thirty (30) days of the date of receipt and shall provide a reply in writing. In the case of a claim made by you, a natural person who is a consumer, the Bank shall provide a reply within fifteen (15) business days of the date of receipt.

16.3. Where a claim is found to be justified, the admitted damages shall be reimbursed within twenty (20) days of the date when the claim was admitted.

16.4. The Bank will not accept any claim in respect of the price or rate of the Asset bought or sold if the Bank is entitled under the Agreement or the Service Contract or you have instructed in the Order to buy or sell the Asset at market or free price.

16.5. If the Bank is a participant of a foreign settlement system and such condition is set out by the legal acts of the respective country, you are entitled to lodge claims against the Bank with regard to the Bank's services provided to you in connection with foreign FI registered in the CSD.

16.6. You have the right to lodge a complaint with the Bank of Latvia (address: Kr. Valdemāra iela 2A, Riga, LV-1050, telephone: +371 6702 2300; e-mail: info@bank.lv, forms available at: <https://www.bank.lv/par-mums/noderigi/apmekletaju-un-iesniegumu-pienemsana>) regarding the Bank's services provided under the Contract or the Service Contract. If you are a consumer within the meaning of the applicable LV legislation, you may file a complaint with the Latvian Consumer Rights Protection Centre (address: Brīvības iela 55, Riga, LV-1010, phone: +37165452554, e-mail: ptac@ptac.gov.lv <https://www.ptac.gov.lv/>). Certain types of complaints can be submitted to the Ombudsman of the Financial Association (more information here: <https://www.financelatvia.eu/ombuds/> and here: <https://www.citadele.lv/lv/support/dispute/>). Complaints are dealt with in accordance with the procedures laid down by the LV legislation, if they fall within the competence of the institution concerned.

#### 17. Risks

17.1. The most significant risks, in the case of occurrence of which you may incur losses and/or expenses (the list is not comprehensive):

17.1.1. **FI issuer risk:** FI impairment in connection with deterioration of the financial indicators of the FI issuer or due to default on the issuer's obligations towards the FI owner;

17.1.2. **country or political risk:** restrictions on trade in currencies or FI due to events affecting the political, economic stability or future development of a country or region, including corruption in the administrative and financial system of a country, the imposition of sanctions, including in connection with the prevention of terrorism or money laundering, acts of war, etc. Changes in the political situation may be rapid and unpredictable and may adversely affect your rights, including loss of funds and/or FI;

17.1.3. **risk of Sanctions:** in the event of Sanctions, trading, transfer or conversion of currency and/or FI may be delayed, restricted or interrupted, your rights to funds and/or FI may be restricted, including loss of funds and/or FI;

17.1.4. **market risk:** the total risk consisting of:

- price risk: adverse FI price changes;
- currency risk: adverse changes in currency exchange rates;
- interest rate risk: adverse changes in market interest rates;
- liquidity risk: insufficient market liquidity, i.e. the sale of currency/FI for the desired price at the desired time is difficult or impossible;

17.1.5. **business day and week-end risk:** FI price trends can vary greatly, particularly at the beginning and at the end of the week, as well as at the start of the business day.

Therefore, the prices at the time when the market opens may differ significantly from the prices at the time when the market is closed, as a result of which Orders can be executed for other prices or remain unexecuted at all;

17.1.6. **risk of inefficiency of Order placement:** it is not always that the market situation will allow Orders aimed at the limitation of losses to be executed for the prices specified therein;

17.1.7. **settlement risk:** the inability to settle or transfer due to the failure of settlement centres, settlement systems to function or drawbacks of settlement systems or centres, or due to the inability to settle for reasons beyond the Bank's control or the failure of the Intermediary to comply with the Bank's settlement instructions;;

17.1.8. **risk of the Intermediary:** the risk of suffering losses due to an act or omission on the part of the Intermediary (including fraud, negligence, improper accounting for the FI/funds held in the custody of the Intermediary etc.) and due to the use of the Assets by the Intermediary or the person attracted by the Intermediary does not execute order(s) on actions with Assets or uses Assets, including transactions with other entities, pledging Assets (or a part thereof), using the right of set-off or otherwise encumbering with the rights and obligations of the third party, as a result of which you may lose Assets (or a part thereof) completely and irreversibly, or your ability to freely dispose of Assets may become considerably more difficult;

17.1.9. **risk of insolvency of the Intermediary** (and the risk of other special administration regimes): total or partial loss, long-term inaccessibility of the FI owned by you, difficulties in executing or the impossibility to execute Orders, impossibility to exercise the rights related to the FI, or unavailability of information due to the insolvency of the Intermediary (or sub-Intermediary) who holds the FI in his custody or who is involved in the execution of the Order or in

settlements, or another process whereby his activity is restricted or suspended. Custody of FI may be subject to foreign law or market practice which may differ significantly from that existing in the LV, and your right to the FI may be affected by unpredictable decisions by the legislator, executive or judicial authorities of the respective country. You may not recover the FI and their value may be compensated (or compensated in part) during the Intermediary's insolvency proceedings in cash by setting the FI value in accordance with the law of the foreign country concerned. You are aware that in this case the Bank shall only distribute the funds actually received from the Intermediary in proportion to the clients to whom the payment concerns. In the case of insolvency of the Intermediary or other similar proceedings there exists the risk that nor the FI, nor their value in cash is recovered.

**17.1.10. risk of custody of FI issued abroad (including custody outside the EU):** certain countries, especially those outside the EU, may have different or incomplete framework for the custody of FI for the benefit of other persons, and there may exist no requirements for the segregate custody of FI owned by the clients, or they may substantially differ from those existing in the LV. The Bank, Intermediary or another person (sub-Intermediary) attracted by the Intermediary may be deemed to be the owner of the FI rather than the client of the Bank, and the FI owned by you may be encumbered or disposed of as if they were the property of the person in whose name they are registered in a foreign country, although the Bank has notified the Intermediary that the FI placed in the custody of the Intermediary are owned by clients of the Bank. Even where the laws of such foreign countries enable to open nominal accounts for custody of the FI owned by clients of foreign financial institutions, such as the Bank, due to the specifics of individual countries or FI issuers, such accounts are not always opened. Due to deficiencies in the FI custody system, conduct of Intermediaries or FI issuers inappropriate tax rates may be imposed on Transactions or your income from Transactions or Events. When purchasing FI issued abroad (i.e. registered in the EU and outside the EU), you should be aware that such FI may be held by the Bank with Intermediaries outside the EU and the acquisition and custody of such FI may expose you to the risk specified in this clause, including when FI are registered in the EU.

**17.1.11. legal risk:** amendments to law, executive, legislative or judicial decisions, introduction of additional requirements or restrictions, changes in the field of taxation or similar circumstances may cause losses to you or prevent disposing of the Assets freely;

**17.1.12. risk of enforcement of foreign law:** Transactions, Events, FI, custody or accounting of the FI may be subject to foreign laws and market practice (e.g., where the FI issuer, depository, holder, or the counterparty to a Transaction is situated in a foreign country), which may provide for different (including less favourable for you) terms of investor protection, FI custody, Order execution etc., they may be unclear, open to divergent interpretation or subject to frequent amendments or restrictions;

**17.1.13. information risk:** true and complete information may not be available about exchange rates, FI prices, market

trends, etc.;

**17.1.14. risk of use of the Means of Communication:** risks associated with the use of the Means of Communication for performance of the Contract, including for submission of Orders and relating to disruptions in your or third-party software/electronic equipment operation, data transmission errors, unauthorized access, distortion, improper presentation of the information to be transmitted, or data leakage risk.

## **18. Confidentiality and Data Processing. Taxes**

**18.1.** The Bank shall ensure the confidentiality of your data, Accounts and transactions and shall not disclose such information to any third parties in the absence of your approval, except where such information:

18.1.1. is available publicly;

18.1.2. is disclosed to Your Representative;

18.1.3. is disclosed to the Intermediary, FI issuer, state or municipal authorities (of the LV or of a foreign country), where necessary for the execution of an Order or Event, custody of FI, or provision of any other services or fulfilment of requirements of legal acts. You agree that said persons may disclose the information to any third parties according to the provisions of foreign laws applicable to them;

18.1.4. is disclosed to competent tax or supervising authorities (of the LV or of a foreign country);

18.1.5. is disclosed for debt recovery purposes;

18.1.6. is disclosed to any third parties pursuant to legal acts of the LV, the Terms, the Service Contract, any other contract or Privacy Protection Rules.

18.1.7. is disclosed to the FI issuer upon its request and/or to the Intermediary or the issuer's agent for the purpose of transmitting this information to the FI issuer.

**18.2.** The Bank informs that the processing of the natural person data in the Bank is carried out in accordance with the Privacy Protection Rules approved by the Bank.

**18.3.** In cases and in accordance with the procedure set out in legal acts, the Bank is entitled to publish as well as disclose details of the Order, Transaction and other information on you to fulfil the duties provided for the Bank in legal acts. The Bank may attract third parties for performance of such actions and transfer the required information to such parties.

**18.4.** No tax consultations shall be provided to you by the Bank under the Contract.

**18.5.** All taxes, duties and other payments arising out of the Transactions or Events shall be made by you independently, except where the obligation to make such a deduction, pursuant to legal acts of the LV, the country of registration of the FI issuer or the Intermediary, falls on:

18.5.1. the Bank or the Bank has undertaken it;

18.5.2. the Intermediary or a third party that ensures or makes payment of the funds due to you.

**18.6.** you shall submit documents and information upon request of the Bank within the term and in the form requested by the Bank that:

18.6.1. is necessary to calculate or withhold taxes, duties or any other payments incurred by you according to legal acts of the LV, the country of registration of the FI issuer or of the Intermediary, or to certify that such payments have been



# Part II

## Terms of Financial Instruments Accounts and Transactions

Citadele

JF

made, or that your income or transactions are/are not subject to such taxes, duties or any other payments; 18.6.2. are required for the provision of services, acquisition, renewal or verification of your data, or verification of the source of origin of the Assets, or required in accordance with requirements of the Intermediary or Trading Venue.

18.7. You agree that:

18.7.1. the Bank is entitled to process and forward any documents received in accordance with the Terms to the respective Intermediary, or registration, supervisory or tax authorities of the LV, the country of the FI issuer or the Intermediary;

18.7.2. The Bank shall be entitled, without your Order, to deduct from the funds in or to be credited to the Funds Account any penalties or expenses incurred as a result of your failure to provide or provision of incomplete or false documents or information to the Bank within the time limit.

18.8. You are liable for the compliance, truthfulness, completeness and accuracy of all information and documents furnished to the Bank.

### 19. Investment account

19.1. Based on information specified in Application or your separate written application, the Bank assigns to the Account status – Investment account, and informs the State Revenue Service about that according to procedure laid down by legal acts of the LV.

19.2. The Bank is entitled not to assign to the Account the status - Investment Account, if such status is not applicable to the Account in accordance with the requirements laid down in the legal acts of the LV, including in cases when you have not provided the information or documents to the Bank necessary for the assignment of the status.

19.3. You are liable for compliance with the requirements of the legal acts of LV applicable to the Investment Account.

19.4. You are aware that Assets held in Investment account may be used only for transactions prescribed in law of the LV "On Personal income tax".

19.5. You are obliged to submit to the Bank required information about Assets held in the Investment account, including the initial purchase value of FI. If you have not submitted the information on the initial purchase value of FI, the Bank is entitled to assume that it is zero.

19.6. The Bank provides to you once in a year Investment account's statement prepared in accordance with information available to the Bank which includes information laid down by legal acts of the LV.

19.7. Investment account's statement is provided for information purposes only and you independently are liable for determining, calculation, declaration of income from Investment account specified by legal acts of LV, as well as payment of taxes.

### 20. Termination of the Contract, Service Contract

20.1. You may unilaterally terminate the Contract or the Service Contract by giving the Bank at least 15 (fifteen) Bank Business Days' prior written notice, provided that you have fully performed all obligations under the Contract and the Service Contract and, if the Account holds FC provided to the Bank under any other contract, you have fully

performed all obligations secured by the FC held in the Account. The Bank is entitled to withdraw from the Contract and/or the Service Contract unilaterally by giving written notice to you no less than fifteen (15) Bank's business days in advance. The Parties may agree on another procedure for termination of the contract.

20.2. The Bank may unilaterally terminate the Contract and/or the Service Contract, suspend or restrict the provision of services and/or your activities with Assets without prior notice to you in any of the following cases:

20.2.1. you and/or the Related Person has an indebtedness towards the Bank, and the amounts due to the Bank are not paid within three (3) Bank's business days of the date of sending of the respective request to you by the Bank;

20.2.2. there are no FI in the FI Account for more than three months;

20.2.3. you fail to perform or are in breach of any provision of the Contract or Service Contract or any other of your obligations towards the Bank;

20.2.4. your Current Accounts, Accounts have been closed or a decision terminate cooperation with you has been made in the Bank;

20.2.5. a request is received from competent authorities or persons requesting enforced collection against the Client's deposits or Assets or an encumbrance to be recorded in respect of the Account.

20.2.6. the Bank has a suspicion that you are involved in money laundering or an attempt of money laundering or proliferation, or are making unfair or manipulative Transactions;

20.2.7. you do not agree to amendments to the Order Execution Policy;

20.2.8. you fail, within the period of time specified by the Bank, to submit any documents to be submitted according to the Terms and requested by the Bank, or you (legal entity) do not have a valid LEI Code (where it is mandatory).

20.2.9. the information and documents submitted by you are not true;

20.2.10. the Bank has information that you are involved in a criminal act for which criminal responsibility is stipulated under current legal acts, and/or the Bank has other negative information on you that may damage the Bank's reputation;

20.2.11. the Bank has information that you and/or the Related Person, its employee, participant and/or representative has violated (violates) Sanctions, the requirements of the Sanction legal act in force as well as in case, if Sanctions are applied or become attributed to you and/or Related Person.

20.3. In case of termination of the Contract, Service Contracts are also terminated.

20.4. As a result of the termination of the Contract, the Bank shall transfer FI, where transfer is possible, to your another account indicated in the Order. The Bank shall transfer the funds from the Funds Account to the Current Account, including any funds received from FI sales where the Bank has effected such a sale. The Bank shall close the Accounts when their balance equals zero.

20.5. In case of termination of the Contract, until the date notified by the Bank, the Account contains any FI, transactions with which have been suspended or which

# Part II

## Terms of Financial Instruments Accounts and Transactions

Citadele

JF

cannot be used for any reason, or if the Account contains a negative balance, the Bank is entitled to continue charging a Commission Fee for custody of the FI and the Commission Fee for the negative balance of the Account up to the moment when the balance of the Accounts is zero and the Bank may close the Accounts.

20.6. The Bank is entitled, in all cases of termination of the Contract, to deduct the amounts due to the Bank from the amount payable to you.

### 21. Amendments

21.1. The Bank may unilaterally make amendments to the Pricelist, terms of the Contract, terms of the Service Contract, General Terms of Business of the Bank, Privacy Protection Rules, Order Execution Policy, as well as the Commission Fees specified in the annex to the Contract or Service Contract.

21.2. Information about any planned amendments to the Pricelist, General Terms of Business of the Bank before their entry into force are available to you at client service centres of the Bank, on the Website and you may obtain it by calling the information service of the Bank. This information shall be communicated to you according to the provisions of the General Terms of Business of the Bank.

21.3. Information about any planned amendments to terms of the Contract and terms of Service Contract before their entry into force shall be notified to you by the Bank using any of your contacts known to the Bank (an Online Banking notification, a text message, e-mail or etc.).

21.4. Any amendments to terms of the Contract, Pricelist (regarding services mentioned in the Contract), special pricelist (an annex to the Contract or service Contract, if any) or Service Contract which are less favourable to you compared to the terms previously in effect, shall be notified, no less than thirty (30) days before the amendments take effect and, where the amendments are made due to amendment of legal acts or due to the fact that the Intermediary has made similar amendments and they will enter into force sooner, as soon as the Bank becomes aware of the respective amendments.

21.5. Any amendments to the Order Execution Policy shall be notified to you by the Bank according to the provisions of the Order Execution Policy.

21.6. If you do not accept any amendments made by the Bank, you have the right to withdraw from the Contract and/or the Service Contract immediately without any penalties upon fulfilling all the obligations arising out of each contract as well as all obligations in respect of which the Bank holds FC in the Account (if any). If you fail to notify the Bank about your objections by the date when such amendments become effective and fails to carry out the activities referred to in this clause, you are deemed to have accepted the amendments.

21.7. The Bank is entitled to amend unilaterally the Pricelist, the General Terms of Business of the Bank, terms of the Contract, and/or the terms of Service Contract, without giving prior notice to you thereof where such changes are made in order to prevent damage to the interests of the totality of the clients of the Bank and to the stability of the national financial system, including, but not

limited to, for the purpose of limiting excessive outflow of deposits or any other attracted funds from the Bank. The Bank shall notify you of such amendments immediately, as soon as it is possible.

21.8. If you do not agree with any amendments to the Order Execution Policy, the Bank is entitled to terminate provision of the services provided for by the Contract and the Service Contract.

### 22. Investor Protection and Deposit Guarantee Systems

22.1. The Bank is a member of the investor protection system and, pursuant to the provisions of the Investor Protection Law, you are entitled, in the cases provided for in the Investor Protection Law, to a compensation in accordance with the provisions of the mentioned law.

22.2. Deposits held in the Funds Account are guaranteed to the extent and under the conditions set out in the Deposit Guarantee Law.

22.3. You may read the provisions of the investor protection and deposit guarantee system on the Website or on the Bank's premises during the opening hours of the Bank, including cases where compensation and guaranteed reimbursement are not due.

22.4. You are aware that in case of being awarded the Client's Status of professional client or eligible counterparty, you cease to be entitled to certain statutory investor protection rights, including the right to receive compensation from the investor protection system.

### 23. Information about the Bank as the provider of Investment Services

23.1. Akciju sabiedrība "Citadele banka" (registered and head office address: Republikas laukums 2A, Riga, LV-1010, Latvia, phone: +371 67010000) registered with the Register of Enterprises of the LV on 30 June 2010, unified registration No 40103303559.

23.2. The Bank holds a licence for operation as a credit institution issued on 30 June 2010 and registered in the Register of Licences under No 06.01.05.405/280.

23.3. The Bank's activities in the field of investment services and ancillary services are supervised by the Bank of Latvia, (address: Kr. Valdemāra iela 2A, Riga, LV-1050, telephone: +371 6702 2300; e-mail: info@bank.lv.; website address: <https://www.bank.lv/>).

### 24. Further Provisions

24.1. This Contract is made for an indefinite period of time.

24.2. This Contract and the Service Contract shall be governed by legal acts of the LV.

24.3. Where you are a natural person which is not deemed a consumer in respect of the services provided for by the Contract pursuant to legal acts of the LV or a legal entity, any dispute, disagreement or claim arising out of the Contract and the Service Contract, relating to them or to a breach, termination or invalidity thereof shall be settled finally by the Riga International Arbitration Court in Riga composed of one arbiter, with the arbitration proceedings held in Latvian, on the grounds of submitted documents, pursuant to current legal acts of the LV and the Rules of the

# Part II

## Terms of Financial Instruments Accounts and Transactions

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Arbitration Court or, at the discretion of the Bank in accordance with the legislation in force in the LV, in a court of the LV with the Riga City Court as the court of the first instance. Where you are a natural person – a consumer, any disputes shall be settled in accordance with the legislation in force in the LV in a court of the LV of competent jurisdiction, or where you do not have declared place of residence in the LV or it is located outside the LV, it shall become subject to the contractual jurisdiction of court of the LV with the Riga City Court as the court of the first instance.

24.4. The Bank is entitled to transfer all or a part of the powers granted to the Bank and arising out of the Contract or the Service Contract to a third party where this is necessary for the protection of interests of the Party.

24.5. In case of a conflict between the Terms and the terms of the Service Contract, the provisions of the Service Contract shall apply.

24.6. No provision of the Contract or Service Contract is not and under no circumstances can be deemed to be preventing you from protecting your affected rights or interests by way of legal proceedings.