

PROVISIONS OF THE AGREEMENT ON THE PROVISION OF THE INTERMEDIARY SERVICES IN SECURITIES

1. The following terms are used

The Bank – Joint-stock company AS “Latvijas Biznesa banka”.

Client – a legal entity or or a private person, which has concluded an Agreement with the Bank in good faith, without compulsion, fraud and deceit.

Parties – jointly, the Bank and Client.

Agreement – The Agreement concluded between the Parties on the provision of the intermediary services in securities transactions.

Provisions – Provisions of the Agreement which are an integral part of the Agreement. When signing the Agreement, Client confirms that he/she has acquainted with Provisions, agrees with them and undertakes to fulfil them.

Law – legal acts to be applied in the Republic of Latvia and European Union.

Order – expression of the will of Client or Authorized person appropriately laid out in accordance with these Provisions, which is delivered to the Bank during its working hours. The information regarding working hours of the Bank is available in the homepage of the Bank www.lbb.lv

Current account – Client’s Current account in the Bank specified in the Agreement.

Securities account – Client’s Securities account in the Bank specified in the Agreement.

Professional client – a Client who meets the criteria of a Professional client specified in the Law having appropriate experience, knowledge and competence in order to adopt investment decision independently and properly assess the risks related to a transaction.

Private client – a Client who is not a Professional client or Legal business partner.

Order fulfilment policy – the policy approved by the Bank prescribing the measures to ensure the results as good as possible by executing or receiving and delivering for execution Clients’ Orders on purchase and sale Security transactions.

Legal business partner – an investment brokerage company, credit institution, insurance company, investment management company, pension fund, pension fund management company and other financial institutions and commercial companies, as well as

prescribed by the Law, and also government agencies as well as other state institutions and international organisations of the countries.

Securities – financial instruments defined in the Financial Instrument Market Law and other Securities not to be considered as transferable Securities, but confirming the ownership rights prescribed by them.

Securities event – any fact or circumstance affecting characteristics of a security or an issuer's action when meeting obligations towards the owner of Security (shareholder's meeting, dividends, interest payment, repayment of Debt securities, change of nominal value of a Security, joining issues of Securities, division of issues of Securities, issue of subscription rights, etc.).

Manipulative transactions – the transactions providing a false idea on demand and supply of financial instruments, apparent turnover, as well as affecting the financial instrument commodity price. Indications of manipulative transactions are established in accordance with the Financial Instrument Market Law.

Internal information – precise information directly or indirectly connected with an issuer or financial instruments which has not been publicly disclosed and disclosure of which would substantially affect the financial instrument issued by this issuer or the financial instruments' price derived from them. Indications of the transactions executed by using the Internal information are established in accordance with the Financial Instrument Market Law.

Password – Client's code specified in the Agreement and used for Client's identification while accepting Client's orders by phone.

Market price – published exchange prices and quotations for Securities listed and sold on the exchange or interbank market or interbank market prices and quotations held by the Bank. The prices and quotations which are more approximated to their actual market value are applied for the Securities not listed on the exchange or interbank market.

The Price list – Price list of the services provided by the Bank specifying the amounts of commissions and regulations for their application.

The non-defined concepts used in the regulations has the same meaning as that prescribed by the Law.

2. Subject-Matter of the Agreement

2.1. The Agreement prescribes the procedure by which the Bank opens an account for a Client for account transactions with Securities and maintains records on Client's securities, accepts and executes or delivers for execution Client's Orders on purchase/sale of Securities and Securities payments, as well as provides other services related to Securities transactions. The aim of the Agreement is to define the essence and provision of this service.

3. General Provisions

3.1. In accordance with the effective Law, a Client obtains the ownership rights to Securities from the moment, when the respective Securities are registered in the Client's Securities account.

3.2. The Agreement does not regulate relations of the Parties resulting from transactions with the derived Securities (option, futures), swap, etc. transactions) and repo/reverse repo transactions involving transactions, nor prescribes the accounting procedures of the derived Securities owned by a Client.

3.3. Upon concluding the Agreement, a Client confirms that conclusion and fulfilment of the Agreement do not contravene with the legal acts binding for a Client or any norms, articles of association, decisions of administrative bodies, agreements concluded between a Client and third parties or other Client's obligations and that before conclusion of the Agreement a Client has performed all the necessary activities and received all the required consents and decisions for conclusion and execution of the Agreement. A Client shall undertake to ensure compliance with provisions of this Paragraph in all cases when a Client uses the services specified in the Agreement.

3.4. The Bank shall be entitled to submit any notifications related to the Agreement to a Client by post. The notifications sent to a Client by post shall be considered as received on the fifth day after their sending.

4. Client's Status

4.1. The Bank shall assign the status of a Private client, Professional client or Legal business partner to a Client in accordance with the existing Law.

4.2. If the Bank has not individually informed a Client about assignment of the status of a Professional client or Legal business partner, a Client shall be assigned a status of a Private client.

4.3.A Client shall have the right to claim for the change of the assigned status to another status providing less protection of the investor rights. A Private client shall be entitled to claim for assignment of the status of a Professional client and a Professional client shall have the right to claim for assignment of the status of a Legal business partner, if a Client meets the criteria prescribed by the Financial Instrument Market Law for the respective Client's status.

4.4.A Client who has been assigned a status of a Professional client or Legal business partner shall forfeit the investor protection rights prescribed in the Financial Instrument Market Law and a Client shall agree with it by signing the Agreement.

4.5.A Client shall have the right to claim for a change of the assigned status to another status which provides greater protection of the investor rights. A professional client shall be entitled to claim for assignment of the status of a Private client from the Bank, but a Legal business partner can claim for a status of a Professional or Private client.

4.6.The Client who wishes to change the status shall submit an application to the Bank by specifying the types of transactions or Securities in the application to which the respective status will be applied. Parties shall conclude a written agreement in free format for assignment of a new status to a Client. The Bank shall be entitled to refuse to change the status assigned to a Client.

4.7.Upon reviewing a Client's application for the change of the status assigned to a Client to another status providing less protection of investor rights, the Bank shall be entitled to require the information and documentation from the Client confirming a Client's competence, experience and knowledge in the respective field of investment services, so that to obtain a confirmation, that, taking into account specific character of the planned transactions or financial instruments, the Client is able to individually make an investment decision and is aware of the respective risks.

4.8.The Client who is assigned a status of a Professional client or Legal business partner shall have an obligation to submit the information to the Bank on changes in its activity which may affect its compliance with the criteria set for the assigned status. If the Bank receives the information that a Client does not meet the requirements set for the assigned status anymore, the Bank shall have the right to adopt a decision on the change of the status by informing a Client thereof.

5. Securities Account

5.1.The Bank shall open an account for a Client on the basis of the Agreement for accounting of Securities owned by the Client.

5.2.A Current account is used for making Payments within transactions with the Securities registered in the Securities account. One Securities account may be used for making payments in relation to several Securities account of a Client.

5.3.The Bank provides holding the Securities owned by a Client separately from the Securities owned by the Bank. The Bank shall not use the Securities registered in the Client's account for satisfying the claims of the Bank creditors.

5.4.The Latvian Central Depository registers accounting of Securities and the Bank accounting shall be performed according to the procedure prescribed by the Law and regulations of the Latvian Central Depository. Accounting of Securities and holding by the foreign holder of Securities shall be performed complying with the Law of the respective country and provisions of the Agreement.

5.5.The Securities owned by a Client shall be held by a foreign holder of Securities in the account opened on behalf of the Bank by a reference that the Securities in the account shall be held by the Bank for the benefit of its Clients (hereinafter – a nominal account). The Securities owned by several Bank Clients may be held in one nominal account.

5.6.The Bank shall be entitled to assign the Securities owned by a Client to the registered holder of Securities for holding also in such a country, where holding of Securities in the nominal accounts is not regulated in accordance with the cases stipulated by the Law. In this case, the Securities owned by the Client may be held in the account opened on behalf of the Bank together with the Securities owned by the Bank and other Bank Clients.

5.7.When acquiring the Securities issued in foreign countries, a Client is aware that holding such Securities shall include additional risks related to the potential non-fulfilment of obligations or insolvency of the third parties which hold the Securities, as well as application of foreign legal acts and market practice. With regard to the Securities and funds being in the accounting of the third parties registered in foreign countries, as well as the rights arising from them, and also in relation to activity and responsibility of these third parties, the legal acts and market practice of the respective country shall be applied which may differ from the legal acts and market practice of the Republic of Latvia regarding holding of Securities and the rights related to Securities.

5.8.The Bank shall not account for a Client's losses arising from the activity or inactivity (including fraud, inadequate accounting of Securities and funds, negligence, poor management) of the third party to which the Bank has assigned holding of a Client's Securities, except the cases when a Client's losses have arisen as a result of malice of the Bank, nor the Bank shall be responsible for a Client's losses or expenditures which may arise as a result of application of foreign legal acts or market

practice. In case of insolvency of the third party which holds a Client's Securities, the Bank shall not be responsible for any Client's losses which may arise as a result of application of the insolvency proceedings of the respective country.

5.9.If the Bank establishes that the Client's Securities held by a third party are permanently lost due to the third parties, the Bank shall be entitled to write the lost Securities off the Client's Securities account. If the lost Securities have been held in the nominal account, within which the Securities owned by several Bank clients were registered, the Bank shall write the Securities off the Securities accounts of these Clients in proportion to the number of the lost Securities owned by each Client. The Bank shall undertake to use all the reasonable resources in order to obtain a compensation for the permanently lost Client's Securities, if such a compensation is envisaged by the protection regulations of investors of the respective country.

6. Client's Orders

6.1.A Client may submit the orders:

- 6.1.1. to the Bank Client service locations in writing;
- 6.1.2. to the Internetbank;
- 6.1.3. sending an Order by fax;
- 6.1.4. to employees of the Bank by phone;
- 6.1.5. sending an Order by post;
- 6.1.6. sending an Order by e-mail.

6.2.The Bank shall have the right to unilaterally set the minimum and maximum amount of the transaction, types of the Orders which may be submitted by a Client to the Bank, and Securities which may be acquired by a Client.

6.3.The Bank shall accept the Orders submitted only in Latvian, English or Russian. The Order shall be valid until its execution or cancellation.

6.4.When submitting an Order by using the means of communication prescribed in Paragraph 6.1.1 of the Regulations, a Client shall seal the Order (if a Client is a legal entity and uses a seal in the relations with the Bank) and sign the Order.

6.5.If a Client submits an Order by using the means of communication set in Paragraphs 6.1.2, 6.1.3, 6.1.5 or 6.1.6 of the Regulations, a Client shall specify a Test key.

6.6.In case if a Client submits an Order by using the means of communication indicated in Paragraph 6.1.4 of the Regulations:

6.6.1. A Client shall have an obligation to identify him/herself by mentioning a Password or Client's name and surname. The Password mentioned in a telephone conversation shall confirm that a Password user is authorized to issue an Order on behalf of a Client and on a Client's account, as well as represent a Client in relation to the Agreement;

6.6.2. A Client shall have the right to submit Orders to the Bank only regarding purchase/sale of Securities, supplement of the Securities account or claiming for the reports for the executed transactions. A Client shall not be entitled to make transfers to/from the Securities account, nor carry out another activities related to the service by using this means of communication;

6.6.3. A Client shall be entitled to submit a written appeal of a verbal Order to the Bank within 2 (two) working days. In case if the aforementioned appeal is not received, it shall be considered that a Client agrees with a verbal Order and forfeits the right to contest it. If the order submitted verbally differs from the Order submitted in writing, the Parties shall agree that a verbal Order prevails.

6.6.4. An audio record of a telephone conversation shall be as a proof of submission of an Order and its content. A Client shall agree that the Bank has the right to record and save telephone conversations, as well as unilaterally choose hardware for recording telephone conversations. The Parties agree that records of telephone conversations shall serve as a sufficient proof of communication of the Parties regarding settling the mutual disputes and in the court.

6.7.If a person who knows the Password is not authorized to issue Orders or conclude transactions on behalf of a Client or, if a Client has suspicions that the Password has become known to an unauthorized person, a Client shall have an obligation to immediately notify the Bank thereof.

6.8.In case of change of the Password a Client shall send an Order to the Bank in free format with the new Password specified in it. The Bank shall be entitled to cancel the Password assigned to a Client on its own discretion if there is suspicion, that the Password is owned by a non-authorized person. In this case, the Bank shall inform a

Client of the necessity to change the Password by using the means of communication specified in the Agreement.

6.9. When submitting an Order, a Client shall empower the Bank to perform all the activities involving a Client's Current account and Securities account required for execution of the Order (writing funds off the accounts, transferring funds to the accounts, etc.).

6.10. A Client's obligation is to provide an amount of the funds necessary for execution of the particular Order and payment for the Bank's compensation or the number of Securities in its accounts in the Bank. In case if balance of a Client's accounts is not sufficient for execution of the Orders, the Bank shall inform a Client thereof by using the means of communication specified in the Agreement.

6.11. A Client shall acknowledge all the transactions executed in accordance with its Orders and defined for the purpose of the Agreement as actual and binding for him/herself already in advance. The risk of the losses due to any fraud or Client's Orders falsified by third parties shall fall upon a Client, if the Bank verified and stated that the Order corresponds to its definition provided in the Agreement.

6.12. A Client may cancel the Order submitted to the Bank only with the consent of the Bank.

7. Client's Orders in Relation to Funds

7.1. A Client shall specify the total amount of a transaction in the Order on purchase of investment certificates of Investment funds, while he/she shall indicate the number of investment certificates to be sold in the Order on sale. The Orders on purchase/sale of investment certificates of Investment funds shall be valid until their execution. The number of the acquired investment certificates shall be determined by dividing an amount of the transaction specified in the Order by the price of one investment certificate. If the investment certificates of the fund are issued only in whole numbers, the number of the acquired investment certificates shall be rounded downward to the whole number, while the difference between the amount of the transaction specified in the Order and the value of the executed Order shall be left in a Client's Current account.

7.2. A Client may issue an Order to change the investment certificates of the Investment fund to another investment certificates of the same fund or to investment certificates of another investment fund, if the prospects of the respective funds provide such an opportunity and the Bank ensures such transactions. A Client shall specify the investment funds in the Order on the change of investment certificates, the certificates of which are changed, a number of the investment certificates to be changed and the

ISIN code. A commission may be set in the prospect of the Investment fund for the change of investment certificates of the fund. In case of change of the Investment certificates, a cash payment to a Client shall not be made, but a Client shall receive the investment certificate to be changed in the amount obtained in the process of repurchase.

7.3. The purchase and sale price of Investment certificates and the price of an investment certificate in case of change of investment certificates shall be set in accordance with the Investment fund prospect and, most often, one or two working days after submission of a Client's Order (depending on the payment procedure with the respective investment fund).

7.4. The price of the investment certificates may change on each working day, therefore the price for which a Client's Order is executed may differ from the published price of investment certificates at the moment of submission of a Client's Order. The changes in prices for investment certificates do not depend on the Bank and the Bank shall not be responsible for any losses or expenditures incurred by a Client that may appear as a result of a change in the price for investment certificates within the period from submission of a Client's Order until its execution.

8. Servicing of a Securities Events

8.1. The Bank shall not have an obligation to inform a Client of Securities events and proposals related to Securities (for example, proposals on repurchase of Securities, etc.) or provide consultations to a Client related to them. A Client shall have an obligation to constantly obtain information about Securities events and proposals related to Securities by using public sources of information related to Securities in a Client's account.

8.2. If the Bank has the information specified in Paragraph 8.1 of the Provisions, the Bank shall be entitled to inform a Client thereof in its own discretion. When publishing the information received from the third parties, the Bank shall not be responsible for fairness and completeness of this information, nor for the Client's losses as a result of using this information.

8.3. The bank shall not account for a Client's losses and expenditures which may appear as a result of execution or non-execution of a Securities event, as well as in the case if a Client is not informed about a Securities event or proposal related to Securities.

8.4. In case of a Securities event, the Bank shall act in accordance with the regulations of the respective Securities depository and instructions of the Securities depository or a person who holds the respective Securities received by the Bank. The Bank shall not be responsible for losses and expenditures of a Client, which may appear as a result of

fulfilment of the aforementioned regulations and instructions, including the case if the Bank has received incomplete or inadequate information regarding a Securities event or the activities required for execution of a Securities event.

8.5. Implementation of a Client's rights resulting from individual Securities events requires submission of a Client's Order (for example, a Client's Order on blocking of shares in the Securities account in order to participate in shareholders' meetings shall be necessary in particular jurisdictions). The Bank shall not account for a Client's losses and expenditures, if a Client's Order has not been duly submitted in the mentioned cases.

8.6. If a Client has submitted an Order to the Bank on blocking of Securities in a Client's account in order to participate in a shareholders' meeting, The Bank shall execute an Order on blocking. The Bank shall unblock Securities pursuant to the procedure prescribed by the regulations, orders or legal acts of the respective Securities depository.

8.7. Upon receiving the information on proposals related to Securities, a Client shall have an obligation to assess all the information related to proposals and adopt a decision on the necessary activities individually. The information on a proposal provided by the Bank may not be considered as a consultation on investments or a recommendation to accept a proposal. If a Client issues an Order to the Bank in relation to the received proposal or provides any information, notification, acknowledgement, guarantee or confirmation to the Bank, the Bank shall execute the Order or deliver the information provided by a Client to the addressee (for example, a proposal maker or respective holder of Securities), but it shall not account for a Client's losses and expenditures which may appear as a result of execution of the Order or delivery of the information.

8.8. The Bank shall be entitled to transfer any income (for example, dividends, interest payments, bonus shares or other assigned Securities) related to a Client's Securities to the Client's Current account or Securities account without a special Client's Order and notification.

8.9. The Bank shall have the right to claim for the information required for execution of a Securities event from a Client, and a Client shall undertake to provide the information specified by the Bank in the indicated format and term upon request of the Bank. The bank shall not account for execution of a Securities event, if a Client does not provide the information in the indicated format and term upon request of the Bank or submits incomplete or inadequate information.

9. Securities Transfers

9.1.A Securities transfer shall be made on the basis of a Client's order.

9.2.The Order must contain at least the following information: A Client's name, surname, personal code or title, registration number; a number of a Client's Securities account; name, surname, personal code or title or a registration number of a recipient; a number of a recipient's Securities account; a name of a recipient's Securities account holder; ISIN code of the Securities to be transferred, the amount in numbers and words.

9.3.The Bank shall be entitled not to accept a Securities transfer order for execution, if it does not contain all the information specified in Paragraph 9.2 of the Provisions.

10. Bank Statements

10.1. The Bank shall undertake to prepare bank statements on the status of a Securities account and submit to a Client within 3 (three) working days upon a Client's request. The Bank shall specify in the statement: Bank identification data, Client identification data, an account number, the period of time on which transactions in the account have been included, the date of issue of the bank statement, Securities identification data (name, ISIN code), the opening and concluding balance of the account, the date on which Securities are registered in a Securities account, the number and price (if known) of Securities registered as a result of execution of each transaction involving Securities, the total number of Securities transferred to the account and written off the account within a period of time on which a bank statement has been submitted.

10.2. In case if the information regarding the status of a Securities account is not provided to a Client otherwise, the Bank shall prepare a bank statement of a Client's Securities account at least once a year for the Securities owned by a Client, which are registered in the Securities account within a year and send the statement to a Client by using the means of communication specified in the Agreement. The following information shall be included in the statement:

10.2.1. the information on Securities owned by a Client and registered in the Securities account at the end of that period on which the bank statement is provided. If there is one or more non-completed transactions in a Client's Securities portfolio on the day of provision of the Securities bank account, the information on Securities shall be provided by applying the accounting data of the day of transaction or the day of payment;

10.2.2. a reference if a Client's Securities have been used in the Securities financing transactions, as well as the scope within which they are used;

10.2.3. the benefit obtained by a Client from the use of his/her Securities in the Securities financing transactions and justification of obtaining the benefit.

11. Reimbursement

11.1. A Client shall pay a commission to the Bank for opening Securities accounts, their servicing, execution of a Client's Orders and other services provided in the framework of the Agreement in accordance with the effective Price list. A client's obligation is to acquaint himself/herself with the Price list and follow its changes pursuant to Paragraph 16.4 of the Provisions.

11.2. The Bank shall be entitled to set an appropriate and fair reimbursement for the services not included in the Price list, which have been necessary in order to execute a Client's Order, unless there is another agreement with a Client.

11.3. The Bank shall deduct commissions from the Client's Current account specified in the Agreement.

11.4. If a Client does not fulfil any of his/her liabilities towards the Bank, the Bank shall have the right to sell the Securities of a Client's Securities account or alienate them for its own benefit for a Market price and spend the obtained funds for discharging a Client's liabilities without a previous warning and performing any other additional procedures. If the funds obtained from the sale exceed a Client's liabilities towards the Bank, the difference shall be transferred to a Client's Current account.

12. Rights and Obligations of a Client

12.1. A Client shall undertake to immediately inform the Bank about any changes in the information, which he/she has indicated in the Agreement, as well as provide all information and documentation to the Bank which the Bank considers as necessary for fulfilment of the Agreement.

12.2. A Client shall account for fairness, accuracy and completeness of all the information provided to the Bank. A Client shall undertake to compensate for any losses incurred by the Bank, while he/she shall not meet the requirements in relation to provision of fair and complete information.

12.3. A Client can issue an authorization to a third party to open and/or operate a Securities account. The authorization shall be drawn up in writing and a Client shall draw up the authorization in the presence of a representative of the Bank on the Bank

form or by submitting a notarially certified (in case of necessity – legalized) power of attorney. The authorization specified in this Paragraph shall be effective until the moment, when the Bank has received a written notification from a Client or a notification agreed otherwise with the Bank on its cancellation. If the authorization is issued for a definite term, it shall lose validity from the moment when the term of the authorization expires (unless the authorization has been cancelled before).

12.4. Klients apņemas atzīt par sev saistošām jebkuras savu pilnvaroto personu darbības un ir pilnībā atbildīgs par tām Bankas priekšā, kā tās būtu viņa paša veiktas darbības. Banka nav atbildīga par zaudējumiem, ko Klientam ir nodarījušas viņa pilnvarotās personas.

12.5. A Client shall have the right to disclose the Password only to the persons, who have been authorized by a Client to issue the Orders stipulated in the Provisions of the Agreement and conclude transactions specified by them. A Client shall undertake to provide that the Password is not obtained by an unauthorized person. Disclosure of the Password to any person shall be considered as an authorization provided by a Client to this person to conclude transactions on behalf of a Client and on his/her account without restriction of the scope of a transaction and submit Orders in accordance with the Provisions. All the transactions concluded in the Bank by using a Client's Password shall be binding for a Client, also in the case when a transaction is concluded by an unauthorized person using a Client's Password.

12.6. A Client shall have an obligation to compensate for all the losses incurred by the Bank, as a result of on-fulfilment of his/her obligations and liabilities prescribed in the Agreement.

12.7. A Client shall have an obligation to meet the requirements of the respective normative legal acts regarding submission of the notifications on obtaining or decreasing considerable participation and continuous provision of submission of the aforementioned notifications, including the cases when the Securities owned by a Client are held in the nominal accounts opened on behalf of the Bank.

12.8. A Client shall have an obligation to continuously acquaint with the information regarding his/her rights and obligations resulting from the Securities transactions. A Client shall be responsible for fulfilment of the obligations of a Securities owner prescribed in the Law.

12.9. A Client's obligation as of the moment of conclusion of the Agreement is to acquaint with: an execution policy of the Bank's order on transactions with financial instruments; description of the risks related to financial instruments; transactions with financial instruments regarding the policy for ensuring Clients' status; policy aimed at preventing a Conflict of interests concerning activities with

financial instruments; General regulations on Client service. The documents are placed in the homepage of the Bank www.lbb.lv

12.10. Upon signing the Agreement, a Client shall agree and not object against the fact that the Bank may provide information about a Client, his/her accounts and the executed transactions for third parties pursuant to the procedure set by the General regulations on Client service.

12.11. A Client shall allow the Bank processing of the personal data (collection, storage, registration, entry, delivery, transmission, etc.) of a Client, authorized person, true beneficiary and other third parties related to a Client without a time period restriction, as well as receipt of personal data and other information from third parties (registers) in order to supplement and verify the information provided by a Client (for example, from the central database of the Population Register of the Ministry of the Interior, Credit Register of the Bank of Latvia, etc.), as well as their processing.

13. Rights and Obligations of the Bank

13.1. The Bank shall undertake to execute a Client's Orders as they are prescribed for the purpose of this Agreement.

13.2. The Bank shall undertake to transfer all the income (profit, yield, interest, funds from the sale of Securities, etc.) to a Client's Current account within 3 (three) working days of the Bank after receipt of a respective approval.

13.3. The Bank shall be entitled to sell Securities owned by the Bank or its shareholders to a Client; acquire a Client's Securities owned by itself or its shareholders, including as a payment for the services; perform the transactions in which the Bank represents the other party of the transaction; providing that all the aforementioned transactions will be made pursuant to the existing Market prices as of the moment of their performance.

13.4. The bank shall have the right to inform the responsible state institutions about Clients' transactions if suspicion arises that the Manipulative transactions have been made or transactions involving the use of Internal information.

13.5. The Bank shall send all the correspondence provided for a Client, including the statements according to a Client's requisites, specified in the Agreement or on which Parties have agreed separately, furthermore, all the correspondence sent to a Client in such a way shall be considered as personally issued to a Client.

13.6. The Bank shall not account for the losses incurred by the Client, except the direct losses incurred by a Client due to the Bank's intentional fraudulent activities

or as a result of inobservance or non-fulfilment of the Bank's obligations specified in the Agreement.

13.7. The Bank shall not be responsible for the losses incurred by a Client due to third parties in case if they do not execute legally justified orders of the Bank, as well as the losses incurred by a Client as a result of the decisions made by legal institutions and/or executive power.

13.8. The Bank shall not be responsible for non-fulfilment or inadequate fulfilment of the Provisions, including suspension of transactions and financial losses of a Client, if it is caused by an accidental event or force-majore conditions which was not possible to foresee by the Bank and even if it could foresee, it could not influence these conditions.

13.9. Upon providing the services stipulated by the Agreement, the Bank shall comply with the valid normative acts and normative documents issued by supervisory authorities and binding for the Bank.

13.10. The Bank shall have the right not to execute a Client's Order in the following cases: if there is not the monetary amount or number of Securities in a Client's Current account or Securities account required for execution of the Order; if burdens have been imposed on Securities or funds in a Client's accounts in the Bank; if the Order does not contain all the information necessary for its execution or is not accurate; if the Order is not possible to execute pursuant to the conditions included in it; if the Bank does not provide investment services in relation to the Securities or a type of transaction indicated in a Client's Order; if a partner of the concluded transaction has not fulfilled its transaction obligations, nor submitted the Order to its holder of Securities required for settling payments; if the transaction is related or if justified suspicion exist, that it is related to laundering of proceeds derived from criminal activities or financing of terrorism; if a Client's Order contravenes with the Law or the legal acts and market practice of the country which holds a Client's Securities or where the Order is executed; if the Bank has justified doubt or an applicant of the Order is authorized to represent a Client; if Manipulative transactions are made or transactions involving the use of Internal information; if a Client's Securities are confiscated or blocked.

13.11. Upon executing a Client's orders, the Bank shall not account for the costs, errors, wrong explanation, etc., arisen due to inaccurate, incomplete or uncertain Client's instructions, as well as due to the text distortions of the Orders sent by electronic means of communication and due to other reasons not depending on the Bank. The Bank shall not be responsible for the errors and inaccuracies made by a Client in the information of the Orders.

13.12. The Bank shall be entitled to make corrections to the Client's Securities account without a Client's approval, if unexpected Securities for a Client are transferred to the Securities account as a result of an error.

13.13. The Bank shall be entitled to convert the funds of a Client pursuant to the exchange rate set by the Bank on the day of conversion if it is necessary in the process of execution of Clients' Orders or payment for the expenditures, compensations or losses related to a Client's Securities transactions.

13.14. The Bank shall have the rights to confiscate the Securities owned by a Client on the basis of an order of a law enforcement officer, a public prosecutor's sanction or orders of another institutions for which these rights are prescribed in the Law.

14. Confidentiality

14.1. The Parties shall have an obligation to observe confidentiality in relation to the information connected with the Agreement and activities of the Parties in the framework of the Agreement, accounts and Securities transactions, and none of the Parties may disclose such information to third parties, except the cases prescribed by the Agreement and Law.

14.2. A Client shall agree that the Bank is allowed to provide the information about a Client, Client's accounts, Orders and transactions which may be issued by the Bank to third parties if such information is necessary in order to ensure provision of a service to a Client.

15. Applicable Rights and Jurisdiction

15.1. Upon providing services in the framework of the Agreement, the Bank complies with the normative legal acts of the Republic of Latvia, as well as the normative legal acts of the respective foreign country (in cases when the transactions made are related to Securities of a foreign country), incl., the normative legal acts regulating circulation of Securities and transactions with them, as well as the practice adopted in the Securities markets in which the Bank or third parties under its supervision execute transactions in order to fulfil the Agreement.

15.2. Any disputes arising from the Agreement shall be delivered for settlement to the court of the Republic of Latvia pursuant to the jurisdiction.

16. Final Provisions

16.1. The Agreement is prepared in 2 (two) copies, one for each Party. One copy shall be kept by a Client and another by the Bank.

16.2. The Agreement shall come into force on the day of its signing and its validity period shall not be limited. If any Part of the Agreement is declared to be void due to any reasons in accordance with the procedure prescribed by the Law, the rest part of the Agreement shall maintain its force and the Parties shall fulfil the Provisions of this part. The Agreement may be amended and (or) improved only on the basis of a written agreement signed by both Parties. The Agreement shall be binding for successors of the Parties.

16.3. All amendments, supplements and appendixes of the Agreement shall come into force as of the moment of their signing, except the cases when another date of coming into force is specified in the amendments, supplements and appendixes of the Agreement.

16.4. The Bank shall have the right to make amendments to Provisions of the Agreement or Price list by informing a Client thereof and placing the respective information in the home page of the Bank <http://www.lbb.lv> and/or placing the respective information in the Client service locations 15 (fifteen) calendar days before coming into force of the changes in the respective documents. If the Bank has not received a written application from a Client on termination or amendment of contractual relations until the day of the amendments or supplements coming into force, the Bank shall be entitled to consider that a Client has accepted the amendments or supplements.

16.5. A Client shall have the right to terminate this Agreement any time by submitting a respective written notification to the Bank in free format. Before termination of the Agreement, a Client shall sell or transfer all the Securities in the Securities account.

16.6. The Bank shall have the right to unilaterally terminate the Agreement, if:

16.6.1. A Client does not fulfil any Provision of the Agreement;

16.6.2. The balance in the Securities account within the last year is equal to zero;

16.6.3. A Client does not submit the necessary true information and documents for Due diligence upon request of the Bank, including the information regarding true beneficiaries, transactions executed by Clients, economic and personal activity, financial position, as well as sources of money or other resources of Clients and true beneficiaries;

16.6.4. unfair transactions, laundering of proceeds derived from criminal activities and financing of terrorism or its attempt, Manipulative transactions with Securities or transactions involving the use of Internal information are established.

16.7. In case of death of a Client, the Bank shall have the right to unilaterally terminate validity of the Agreement without a prior notification.

16.8. Upon terminating the Agreement in accordance with the procedure stipulated by Provisions 16.6.3 or 16.6.4, the Bank shall act pursuant to requirements of the Agreement.

16.9. Upon receiving or submitting a notification on termination of the Agreement, a Client shall have an obligation to immediately submit an Order to the Bank on the sale or transfer of the Securities in a Client's account to a Securities account operated by another holder of Securities specified by a Client. If a Client's Order on transfer of Securities is not received within 15 (fifteen) days from the date of termination of the Agreement indicated in the notification on termination of the Agreement, as well as in the case mentioned in Paragraph 16.7 of the Provisions, the Bank shall be entitled to sell the Securities in a Client's account without a prior warning and any other additional procedures or alienate them for the benefit of the Bank for the Market price, as well as transfer the received funds to the Client's Current account.