

Terms used

The Bank – JSC AS “Latvijas Biznesa banka”.

The Client – a legal entity or a private person, which has concluded the Agreement with the Bank of its own free will, without constraint and delusion.

The Parties – both, the Bank and the Client.

The Agreement – Trust Agreement concluded by the Parties.

The Terms and Conditions – Terms and Conditions of the Agreement determining the Assets Management procedure with the Bank. The Terms and Conditions are an inalienable part of the Agreement.

The Law – normative legislation acts effective in the Republic of Latvia and European Union.

The Assets – money in the Client's Trust Account and/or Securities in the Client's Securities Account that belong to the Client, and are managed by the Bank according to the Investment Strategy chosen by the Client and the Agreement.

Securities – financial instruments as defined in the Republic of Latvia Law on Financial Instruments Market and other securities which are not considered as transferable securities, but confirming the rights of their owner.

Trust Account – the Client's special money account, opened with the Bank and used for settlements within transactions made with Securities and other transactions under this Agreement.

Securities Account – an account used for Securities accounting, which belong to the Client, in the Management process according to provisions of the Agreement.

Current Account – the Client's current account with the Bank indicated in the Agreement.

Trust Management (hereinafter - the Management) – exclusive rights of the Bank to accomplish any transactions with the Assets in the Client's interests, at his cost and risk, and to invest, sell, purchase or dispose otherwise of the Client's Assets in order to gain profit. These rights are limited by the Investment Strategy chosen by the Client and provisions of the Agreement.

The Investment Strategy – a description confirmed by both Parties that establishes the nature, procedure, conditions and limitations of the Client's Assets' Management, and other terms of Management the Client and the Bank have agreed upon. The Investment Strategy is an inalienable part of the Agreement.

The Reported Period – one calendar month. Within a calendar year reported periods end on the last work day of each calendar month. The first Reported Period shall be calculated from the date, the Client has transferred the Assets to the Trust Account and/or Securities Account opened with the Bank. The last Reported Period shall be calculated until the day the Client draws out all his Assets from Trust and Securities Accounts.

The Professional Client – a Client that corresponds to criteria of a professional client provided in the Law and has corresponding experience, knowledge and competence to make an investment decision on his own and evaluate risks related to the transaction.

The Private Client – a Client, who is not a Professional Client or an Authorised Transactions Partner.

The Authorised Transactions Partner – an investment brokerage company, a credit institution, an insurance company, an investment management company, a pensions fund, a pensions fund management company and other financial institutions and commercial companies indicated in the Law, as well as governments and other state institutions and international organisations.

The Password – the Client's code indicated in the Agreement, used to identify the Client, when the Client's Instructions are accepted on telephone.

Test Keys – an electronic substitute for the Client's signature, calculated and applied by the Client to sign Instructions by means of code tables and/or special software provided by the Bank.

Instructions – expression of the Client's will made according to the Agreement, submitted to the Bank during its working hours.

The Instructions Fulfilment Policy – the Bank's approved policy, which determines measures applied to ensure the best results of fulfilment or receipt and submission for fulfilment the Clients' Instructions about purchase and sale transactions of Securities.

Banking Fees – price list of services provided by the Bank, which determines the amount of commissions and conditions for their application.

1. Subject of the Agreement

- 1.1. The Client authorises the Bank to perform the Management of the Assets in the name of the Bank, but in the Client's interests, at his cost and risk, and to sign any documents, conclude any agreements and transactions related to the Management and fully represent the Client's interests in any legal relations related to the Management. The Client authorises the Bank to transfer the Client's Assets into the management of third parties, if the Bank considers it necessary in order to fulfil the Agreement.
- 1.2. In the process of concluding the Agreement the Bank opens for the Client Trust Account and Securities Account. The Bank ensures accounting of the Client's Assets in these accounts. The Client in this Agreement instructs and authorises the Bank to accomplish any transactions in the mentioned accounts, carrying out the Client's Assets' Management according to the Investment Strategy without additional reconciliation with the Client. The Agreement has the force of a power of attorney issued to the Bank by the Client to perform the aforementioned activities.

2. The Client's Status

- 2.1. According to the Law the Bank assigns the Client status of a Private Client, a Professional Client or an Authorised Transactions Partner.
- 2.2. If the Bank has not notified the Client about assigning him the status of a Professional Client or an Authorised Transactions Partner, the Client has been assigned the status of a Private Client.
- 2.3. The Client is entitled to request change of the status he has been assigned to another status that foresees less protection of investors rights. The Private Client can request to be assigned the status of a Professional Client and the Professional Client

can request to be assigned the status of an Authorised Transactions Partner, if the Client satisfies the criteria for the respective Client's status provided in the Law.

- 2.4. The Client who has been assigned the status of a Professional Client or an Authorised Transactions Partner, loses investors protection rights stipulated in the Law, the Client recognises it and consents to it.
- 2.5. The Client is entitled to request change of the status he has been assigned to another status that foresees greater protection of investors rights. The Professional Client can request the Bank to assign him the status of a Private Client, but the Authorised Transactions Partner can request the status of a Professional or a Private Client.
- 2.6. The Client who wishes to change his status, shall submit an application to the Bank. The Bank is entitled to refuse to change the status assigned to the Client, if he fails to satisfy the criteria of the Law.
- 2.7. In the process of consideration of the Client's application about change of the status assigned to the Client to another status with less investor rights protection the Bank is entitled to request information and documents from the Client confirming the Client's competence, experience and knowledge in the corresponding field of investment services, in order to receive confirmation that the Client considering the specificity of the planned transactions or financial instruments is able to make independent investment decision and is aware of the corresponding risks.
- 2.8. The Client who has been assigned the status of a Professional Client or an Authorised Transactions Partner must submit to the Bank information about changes in his operation, which could influence his conformity to the criteria of the assigned status. If the Bank receives information that the Client no longer corresponds to requirements of the status he was assigned, the Bank is entitled to resolve to change the status, notifying the Client about it.

3. The Investment Strategy

- 3.1. The Investment Strategy is drawn up as an inalienable part of the Agreement, and depending on the specific circumstances can apply to all the Client's Assets or a part of them, if the latter has been specifically stipulated in it. A new Investment Strategy cancels the previous one, if the contrary has not been agreed upon. If the Client changes the existing Investment Strategy for a new one, he undertakes all risks and expenses related to the change of strategy.
- 3.2. If the Investment Strategy has not been drawn up (or applies only to a part of the Assets), it is assumed that the Client has chosen and approved of Investment Strategy that authorises the Bank to carry out the Management (of all the Client's Assets or their part, for which no Investment Strategy has been drawn up) as it considers appropriate, accomplishing any transactions with the Assets according to the Agreement, and place deposits in any currency, with credit institutions of any country in the world.
- 3.3. The existing Investment Strategy can be replaced with a new one only by the consent of both Parties, in that case a new Investment Strategy is drawn up. A new Investment Strategy replaces the previous one and is binding for the Bank from the moment it has been signed by both Parties.

- 3.4. The Bank is entitled to decline an Investment Strategy, if the Client's Assets are insufficient to carry it out or the Bank has no possibility to implement it or its implementation is significantly encumbered.

4. Submission of Instructions

- 4.1. The Client may submit Instructions:
- 4.1.1. in writing at the Bank's Clients service centres;
 - 4.1.2. through Internet Banking;
 - 4.1.3. send Instructions by fax;
 - 4.1.4. to the Bank's employees by telephone;
 - 4.1.5. send Instructions by mail;
 - 4.1.6. send Instructions by e-mail.
- 4.2. The Bank is entitled to set the minimum and the maximum amount of a transaction, types of Instructions the Client can give to the Bank and Securities the Client may purchase.
- 4.3. If Instructions are provided by means of communication indicated in the Article 4.1.1, the Client must apply his seal (if the Client is a legal entity and uses a seal in relations with the Bank) and sign Instructions or indicate Test Key.
- 4.4. If the Client submits Instructions by means of communication indicated in 4.1.2, 4.1.3, 4.1.5 or 4.1.6, the Client must indicate the Test Key.
- 4.5. In case the Client submits Instructions using means of communication indicated in Article 4.1.4:
- 4.5.1. the Client must identify himself giving the Password, the Client's name and surname or company name. The Password given in a telephone conversation proves that the user of the Password is authorised to give Instructions in the name of the Client and at his cost and represent the Client in relation to the Agreement;
 - 4.5.2. The Client is entitled to submit to the Bank only Instructions concerning purchase/sale of Securities, or request reports on the accomplished transactions. The Client is not entitled to make any transfers to/from Trust Account and/or Securities Account and take other actions related to the service, using this means of communication;
 - 4.5.3. The Client is entitled to submit to the Bank a written confirmation of oral Instructions in course of two work days. In the event the aforementioned confirmation has not been received, it should be deemed that the Client consents to the oral Instructions and he loses his right to dispute it;
 - 4.5.4. A sound recording of the telephone conversation shall serve as a proof of the submission of Instructions and their contents. The Parties agree to recording of their conversations, and consent to use sound recordings as a proof at the court.
- 4.6. The Client is responsible for providing accurate, clear and explicit Instructions to the Bank. The Bank shall bear no responsibility for the possible consequences, if the Client fails to fulfil the aforementioned obligation.

- 4.7. The Bank shall bear no responsibility for the Client's losses, if an unauthorised person has provided Instructions to the Bank using the Password, except for the event the unauthorised person has received the Password as a result of a gross negligence or malevolence of the Bank.
- 4.8. If a person, who knows the Password, is no longer authorised to submit Instructions or conclude transactions in the name of the Client or the Client becomes suspicious that the Password could have become known to an unauthorised person, the Client is responsible for give the Bank Instructions to change the Password. The Bank shall be entitled to revoke the Password assigned to the Client, if it has suspicion that an unauthorised person has obtained the Password.
- 4.9. With the submitted Instructions the Client authorises the Bank to take all the actions necessary to complete it with the Client's Current Account, Trust Account and/or Securities Account (writing off funds from, transferring funds to account a.o.).
- 4.10. The Client shall be responsible for ensuring the amount of money or the number of Securities necessary to complete the Instructions and payment of the Bank's remuneration in his accounts with the Bank.

5. The Client's Rights and Liabilities

- 5.1. The Client undertakes in course of 30 (thirty) calendar days after concluding the Agreement at the latest to transfer the Assets indicated in the Agreement into the management of the Bank's. The Client can supplement Trust Account with money by a transfer from any other account. In order to supplement Securities Account the Client first requests from the Bank details for supplementing Securities Account and makes a transfer using the provided details.
- 5.2. Signing the Agreement the Client confirms and guarantees and the Bank accepts the Client's guarantees that the Assets are the Client's property, they are free from any encumbrance, are not pledged, seized and there are no restrictions of the Client's rights to dispose of these Assets. The Client undertakes to compensate any losses the Bank could incur as a result of the Client's failure to sustain the aforementioned guarantees.
- 5.3. The Client grants the Bank exclusive rights during the Agreement's term to carry out the Management of the Client's Assets, i.e. the Client waives his right to transfer ownership of the Assets to third parties without previous reconciliation with the Bank, the Client undertakes not to encumber them with any liabilities and act only within the scope of the Agreement. The Management shall not mean taking over of ownership of the Assets. The Client is the owner of the Assets, but the Bank implements the Client's rights related to the Assets based on the powers granted in the Agreement and within its framework.
- 5.4. The Client undertakes to recognize and accept as binding all the Bank's activities and transactions with the Assets, along with the resultant rights and responsibilities without any reservations on the Client's part, if the Bank has acted according to provisions of the Agreement, the effective Law and has not exceeded powers granted to it. The Client confirms that in that event actions of the Bank related to

the Management of the Assets correspond to the ones the Client himself would have undertaken acting independently to obtain the most favourable result for him.

- 5.5. The Client undertakes to notify the Bank immediately about any changes in information indicated in the Agreement and provide to the Bank all information and documentation the Bank considers necessary to fulfil the Agreement.
- 5.6. The Client may authorise a third party to open and/or operate Trust Account and/or Securities Account. The authorisation shall be made in writing in the presence of the Bank's representative on the Bank's form or submitting a notarized power of attorney (if necessary – legalized). The authorisation mentioned in this Article shall be effective until the Bank's receipt of a written notice or otherwise about its revocation as agreed with the Bank. If the authorisation is granted for a certain term, it shall become invalid from the moment the term ends (if only the authorisation was not revoked earlier).
- 5.7. The Client undertakes to recognize as binding for him any actions of his authorised persons and shall bear full responsibility for them against the Bank, as if they were his own actions. The Bank shall bear no responsibility for damage inflicted on the Client by his authorised persons.
- 5.8. The Client shall recognize in advance as true and binding for him all transactions accomplished according to his Instructions as defined in these Terms and Conditions. The Client shall bear the risk of losses resulting from any fraudulent activities and false Instructions of the Client made by third parties, if the Bank has examined and established that Instructions correspond to their definition provided in the Agreement.
- 5.9. The Client is entitled to make the Password known only to persons, the Client has authorised to submit Instructions indicated in the Agreement and to conclude transactions described in them. The Client undertakes not to permit disclosure of the Password to an unauthorised person. Disclosure of the Password to any person shall be considered an authorisation granted by the Client to this person to conclude transactions in the name of the Client and at his cost without limitations as to the amount and to submit Instructions. All transactions concluded at the Bank using the Password assigned to the Client shall be binding for the Client, also in case a transaction was concluded using the Password by a person not authorised to do it.
- 5.10. The Client shall reimburse the Bank for all losses incurred by the Bank due to non-fulfilment by the Client of responsibilities and liabilities stipulated in the Agreement.
- 5.11. The Client shall bear responsibility for the genuineness, accuracy and completeness of all information provided to the Bank. The Client undertakes to compensate any losses the Bank has incurred as a result of the Client's failure to fulfil true and complete information provision requirements.
- 5.12. The Client shall be responsible for complying with the requirements of the corresponding normative legal acts on submission of notice on acquiring or reduction of a significant shareholding and ensuring independently submission of the mentioned notices, including the case Securities owned by the Client are held on nominal accounts opened in the Bank's name.

- 5.13. The Client undertakes to notify the Bank according to procedure mentioned in Article 4.1 of the Terms and Conditions about supplementing Trust Account and/or Securities Account with the Assets, furthermore all other provisions of the Agreement shall apply to the money and Securities transferred to accounts in full.
- 5.14. At the moment of concluding the Agreement the Client is responsible for acquainting himself with:
 - 5.14.1. the Bank's Instructions on Transactions with Financial Instruments Fulfilment Policy;
 - 5.14.2. the Description of Risks Related to Financial Instruments;
 - 5.14.3. the Policy of Ensuring the Client's Status for Transactions with Financial Instruments;
 - 5.14.4. the Prevention of Conflicts of Interests Policy in the Sphere of Activity Related to Financial Instruments;
 - 5.14.5. the General Client Servicing Rules;
 - 5.14.6. the Banking Fees.
- 5.15. Signing this Agreement the Client agrees and raises no objections to the fact that the Bank for the purposes of transaction limits reconciliation, the Bank's management reports analysis, ensuring other management and supervision activities of the Bank may provide information about the Client, his accounts and transactions to the Bank's council members, the Bank's shareholders, enterprises or companies, which directly or indirectly have acquired significant shareholding in the Bank's equity, or to enterprises or companies wherein the Bank has acquired direct or indirect shareholding. In other cases the Bank is authorised to provide information about the Client, his accounts and transactions to third parties according to the General Client Servicing Rules of the Bank.
- 5.16. The Client permits the Bank without any limitations of the term to process (collect, store, register, enter, transfer a.o.) data of the Client, his representative, the true beneficiary and other third parties related to the Client, and to receive personal data and other information from the third parties (registers) to supplement and verify information provided by the Client (for example, the Central Data Base of the Ministry of Interior Population Register) and to process them.

6. The Bank's Rights and Liabilities

- 6.1. The Bank undertakes to accomplish the Management of the Client's Assets as a solicitous owner, fully using qualified experts and the accumulated work experience.
- 6.2. The Bank undertakes to fulfil the Client's Instructions as defined in the Agreement.
- 6.3. All income received from the Management of the Client's Assets (the profit, interest, payments, funds from the sale of Securities and the like) the Bank undertakes to transfer to the Client's Trust Account in course of three bank work days after their receipt. All income received from the Management of the Client's Assets shall be added to the Assets, if the Parties have not agreed otherwise.

- 6.4. The Bank is entitled to refuse to accept the Client's Instructions, if they are not given in a timely manner, are incorrect, their contents are unclear, incomplete, contradictory or illegal, or doubt arises about their authenticity, the Bank has no possibility to fulfil them, and in case the Client's Trust Account and/or Securities Account does not show sufficient balance to carry out such Instructions or it is not sufficient to pay the Bank's remuneration according to the Agreement, or for payment of costs related to fulfilment of the Agreement.
- 6.5. During the Management process the Bank shall be entitled in all cases the Bank should deem it necessary or desirable, without additional reconciliation with the Client to purchase and hold the Assets belonging to the Client in the Bank's name, but at the Client's costs and in his interests, on condition that in the Bank's accounting registers they will be reflected as owned by the Client.
- 6.6. The Bank is entitled to purchase Securities for the Client, owned by the Bank or its shareholders; to purchase, including as remuneration for services the Client's Securities for itself or for its shareholders; complete transactions, wherein the Bank represents the other party to the transaction; to exchange the Client's Securities against Securities owned by the Bank or its shareholders under condition that all the aforementioned transactions are conducted by the existing market prices as of the time they are conducted. The Bank notifies the Client about all transactions mentioned in this Article.
- 6.7. The Bank is entitled to exchange the Client's money by the exchange rate set by the Bank on the day of exchange, if that is necessary in the Management process or to cover costs, remunerations or losses related to the Management of the Client's Assets.
- 6.8. The Bank is entitled to refuse to provide the services to the Client and to refuse to complete transactions according to the effective Laws, regulating prevention of laundering of proceeds from criminal activities and financing of terrorism.
- 6.9. The Bank shall be entitled to make corrections in the Client's Trust Account and/or Securities Account without the Client's acceptance, if as a result of error money or Securities not destined for the Client have been transferred to them.
- 6.10. The Bank shall be entitled to report to the responsible state institutions the Clients' transactions, if suspicion arises that manipulative transactions or transactions with the use of insider information are accomplished.
- 6.11. The Bank is entitled to terminate the Agreement with the Client, if dishonest transactions, laundering or an attempt of laundering of proceeds from crime, manipulative transactions with financial instruments, or transactions with the use of insider information were discovered.
- 6.12. The Bank shall send all the correspondence for the Client, including reports, to the Client's details, indicated in the Agreement or on which the Parties have agreed separately, moreover all the correspondence sent to the Client that way is assumed to be delivered to the Client in person.
- 6.13. In order to ensure the Management of the Client's Assets the Bank is entitled to use services of intermediaries (including brokers, depositories, banks, agents and other intermediaries), in each case choosing the specific intermediary at its discretion. The Client authorises the Bank to take the such actions.

- 6.14. The Bank undertakes to consider information about Trust Account and Securities Account status and information about transactions accomplished by the Client confidential, and to provide such information only to the Client himself or to his authorised persons, and also in cases directly stipulated by the Law. The Bank is entitled to provide that type of information according to the Article 5.15 of this Agreement, and along the procedure of the General Client Servicing Rules.

7. Reports

- 7.1. The Bank undertakes to prepare and submit to the Client upon the Client's request reports on Trust Account and Securities Account status as of the end of each Reported Period. In the report the Bank indicates at least: the Bank's identification data, the Client's identification data, the account number, the reported period, issuing date of the account statement, identification data of financial instruments (name, ISIN code), opening and closing balance of the account, date, on which the financial instruments were registered in the account, the amount and price (if known) of financial instruments accounted for as a result of each transaction accomplished with financial instruments, the total number of financial instruments transferred to and from the account during the period of time reflected in the issued account statement.
- 7.2. The following evaluation principles and methods are applied for evaluation of the Client's Assets:
- 7.2.1. for Securities quoted and traded on the exchange or interbank market and for other financial instruments stock exchange purchase prices and quotations published as of the moment of evaluation, or interbank market prices or quotations at the Bank's disposal are used;
- 7.2.2. for Securities not quoted on the exchange or interbank market and for other financial instruments at the Bank's discretion prices and quotations close to their real market value are used.

8. Changes in the Terms and Conditions or the Banking Fees

- 8.1. The Bank shall be entitled to introduce changes to the Terms and Conditions or the Banking Fees, giving notice to the Client:
- 8.1.1. placing the respective information on the Bank's home page 15 (fifteen) calendar days before the effective date of the changes in the respective documents;
- 8.1.2. placing corresponding information at the Client servicing centres 15 (fifteen) calendar days before the effective date of changes in the respective documents.
- 8.2. The Client shall be responsible for keeping up with the changes in the Terms and Conditions or the Banking Fees.
- 8.3. If the Bank has not received a written application on termination or changes in the contractual relations from the Client until the effective date of changes or supplements, the Bank shall assume that the Client has accepted the changes or supplements.

9. Withdrawal of the Assets

- 9.1. The Client is entitled to withdraw his Assets in full or any part of them together with the received income, notifying the Bank by Instructions at least 10 (ten) calendar days earlier. Withdrawal of Assets, if the Parties have not agreed otherwise, is accomplished by means of their liquidation according to the Article 9.3 of the Terms and Conditions.
- 9.2. The Client agrees and undertakes to refrain from any claims against the Bank, if the term necessary to withdraw the Assets exceeds 10 (ten) days, and, if such delay cannot be blamed on the Bank, but occurs due to market conditions, the specific character of circulation of the particular Securities, rules accepted at individual Securities markets or specific character of these Securities, or the Bank's arrangements with third parties related to the Management. The Client recognises and accepts that rapid withdrawal (full or partial) of the Client's Assets can cause additional expenses and reduce the value of the Client's Assets and accepts all risks related to it.
- 9.3. In the process of liquidation (full or partial) of the Client's Assets the Bank sells the Client's Assets and money received from the sale transfers to the Client's Current Account, indicated in the Agreement, except for cases where the Parties have agreed otherwise.
- 9.4. Complete withdrawal of the Client's Assets that terminates also the Agreement is possible only after the sale of all Securities owned by the Client and after fulfilment of all liabilities of the Client against the Bank. In the case of partial withdrawal of the Assets, if the Client's Trust Account balance does not show the full amount of withdrawal, the Bank itself chooses Securities for sale from the Assets, if the Client has not indicated otherwise in his Instructions.

10. Responsibility

- 10.1. The Bank shall bear no responsibility for the Client's losses, except for direct losses incurred by the Client as a result of fraudulent activities on the Bank's part.
- 10.2. The Bank shall bear no responsibility for the Client's losses inflicted by third parties due to their failure to fulfil legally substantiated instructions of the Bank, and losses of the Client resulting from decisions made by legislative bodies or executive/judiciary power of the Republic of Latvia.
- 10.3. The Bank shall bear no responsibility for failure to fulfil or inappropriate fulfilment of provisions of the Agreement, including the Client's financial losses, if it was caused by a casual event or force majeure circumstances the Bank could not predict and, if the Bank could predict them, it could not influence.
- 10.4. Acting upon the Client's Instructions the Bank shall bear no responsibility for costs, errors, incorrect interpretation and like caused by inaccurate, incomplete or unclear instructions from the Client, and distortion of the text of Instructions given by electronic means of communication and other causes not related to the Bank. The Bank also shall bear no responsibility for errors and inaccuracies the Client has made in the details of Instructions.

- 10.5. The Client understands and agrees that the Bank's liabilities under the Agreement are not personal liabilities of the Bank's employees.

11. The Risks

- 11.1. The Client recognises that Securities transactions are related to financial risks that can cause losses to him.
- 11.2. In Article 11.3 of the Terms and Conditions the general risks related to Securities transactions are described. The Client accepts all risks related to a transaction concluding one.
- 11.3. The general risks related to Securities transactions:
- 11.3.1. the issuer's risk – a risk of decrease of Securities value related to the issuer's inability to fulfil his liabilities, his weak financial indices, economical complications or other similar events, and as a result of Securities value decrease the Client will incur losses;
 - 11.3.2. the state or the political risk – a risk that occurs, if in the residence or registration country or region of the issuer, in who the Client has made investments, events occur that influence the political or economical stability or further development of such region or country. Thus the Client could loose his investments or a part of them in the respective country or region or incur any losses as a result of investments made;
 - 11.3.3. the price risk – a risk that the Client can incur significant losses related to fluctuations of Securities price;
 - 11.3.4. the currency risk – a risk in the event the Client has made investments into Securities denominated in foreign currencies and, in case of change of foreign currencies exchange rate against the currency of investments made by the Client, the Client can incur unexpected losses, if as a result of such fluctuations the value of Securities changes;
 - 11.3.5. the interest rate fluctuations risk – a risk of suffering losses by the Client due to unfavourable market fluctuations resulting in changes of financial market interest rates. For example, debt Securities value can change depending on changes of interest rates: if interest rates grow, prices of those Securities go down and vice versa;
 - 11.3.6. the liquidity risk – a possibility of losses caused by insufficient liquidity of market, which results in difficulties or impossibility to sell or purchase Securities at a time and for a price the Client desires;
 - 11.3.7. the systems risk – a risk related mainly to actions or failure to act of Securities holding systems and depositories, stock exchanges, systems of settlements, holders of Securities and other institutions, which results in their failure to complete their liabilities against Clients or in a irreversible loss of Securities held by them;
 - 11.3.8. the legal risk – amendments to legal acts that can cause additional expenses to the Client or which require changes in holding, registration of ownership of the corresponding Securities and the like;

- 11.3.9. the information risk – inaccessibility or lack of true and full information about the issuer or Securities;
- 11.3.10. other risks – force majeure (natural disasters, military operations, strikes, interferences into means of communication, informations systems), sanctions introduced by state administration bodies and court decisions against the issuer or any transactions partner and similar events.

12. Expenses and Remuneration

- 12.1. The Client undertakes and authorises the Bank to cover all the actual expenses (commission for accomplishing transactions with Securities and other remunerations), and the Bank's losses, incurred in the fulfilment process at the Client's cost without additional reconciliation with the Client, writing off the respective amounts from the Client's Trust Account, but in case of insufficient balance – without the Client's acceptance from the Client's Current Account with the Bank.
- 12.2. When the Bank accomplishes transactions with Securities and other transactions for the purpose of the Client's Assets' Management, the Bank shall deduct from the Client a fee according to the effective Banking Fees, but, if any of the accomplished transactions is not included in the Banking Fees, - according to the Investment Strategy, a separate agreement or Article 12.1 of the Terms and Conditions.
- 12.3. The Bank's remuneration for the accomplished placement of the Client's money (the percentage is indicated in the Agreement or in a separate agreement concluded on it) shall be calculated as a fixed interest from the amount initially transferred under management (value of the Assets) and shall be deducted once, after the Client has transferred it to his Trust and/or Securities Account. Other remunerations of the Bank shall be withheld at the end of each Reported Period. The Bank's remuneration for placement of funds shall be deducted also from the market value of money and Securities transferred to account, when the Client supplements his Trust Account and/or Securities Account, if not agreed otherwise.
- 12.4. The Bank's remuneration for the Management of the Client's Assets shall be calculated as an interest rate indicated in this Agreement or agreed on in a separate agreement, from the average value of the Client's Assets during the Reported Period, assuming that a year has 360 days. The average value of the Client's Assets shall be determined as a mean of the Assets' value at the beginning and at the end of the Reported Period.
- 12.5. The Bank's remuneration from the Client's income (the percentage is indicated in this Agreement or in a separate agreement concluded on it) shall be calculated as a fixed interest from the Client's income. The Client's income shall be determined as the difference between the value of the Client's Assets at the end of the Reported Period and the greater value of the Client's Assets on any of the previous the Bank's remuneration calculation dates. In the event the income calculated that way turns out to be negative or equals to zero, the mentioned remuneration shall not be deducted.
- 12.6. The Bank shall be entitled to use the Assets, including funds on the Current Account as a collateral for any liabilities of the Client against the Bank, and any

other Client's liabilities that have occurred in relation to fulfilment of the Agreement. The Client authorises the Bank without additional reconciliation with the Client to sell the mentioned collateral fully or partially, if the Client's Trust Account or Current Account does not show the necessary balance to fulfil any of the aforementioned liabilities and these liabilities are effective.

13. The Applicable Law and Jurisdiction

- 13.1. The Bank shall follow legislation of the Republic of Latvia in the Client's Assets' Management process and legislation of the respective foreign country (in cases the accomplished transactions are related to foreign financial instruments), int. al. legislation regulating turnover of Securities and transactions with them, and the established practice at Securities markets, on which the Bank or third parties under its assignment complete transactions for the purpose of fulfilment of the Agreement.
- 13.2. If along the provisions of the Law any provision of the Agreement is recognised as invalid, it shall not mean that also any other provision of the Agreement is invalid.
- 13.3. Any dispute arising out of the Agreement shall be passed for consideration to a court of the Republic of Latvia according to jurisdiction.

14. Amendments, Validity and Termination of the Agreement

- 14.1. The Agreement shall be made in two copies, one for each Party.
- 14.2. The Agreement shall come into effect on the day money and/or Securities are transferred to the Client's Trust Account and/or Securities Account, and shall remain effective until the day the Client withdraws the Client's Assets in full.
- 14.3. The Agreement shall come into effect under the precondition of the Client having opened a Current Account.
- 14.4. The Agreement shall be binding for the assignees of the Parties.
- 14.5. The Assets shall be liquidated according to the Article 9.3 of the Terms and Conditions, when the Agreement is terminated.
- 14.6. All amendments and supplements to the Agreement can be made only by mutual written agreement of the Parties.
- 14.7. The Bank is entitled to close the Client's Trust Accounts without the Client's consent, if Trust Account and/or Securities Account for the past 3 (three) months shows no balance.
- 14.8. The Bank shall be entitled to terminate the Agreement unilaterally, if:
 - 14.8.1. the Client fails to comply with any provision of the Agreement;
 - 14.8.2. the Client upon the Bank's request fails to provide information and documents necessary for investigation of the Client, including information and documents on the true beneficiaries, transactions accomplished by Clients, the economical, personal activities, financial standing, sources of money or other funds of Clients and the true beneficiaries.

Trust Agreement No. _____ Investment Strategy

The Confidence - mostly foresees creation of portfolio from risk free instruments like deposits, government bonds and corporate debt securities. The strategy foresees investments in bonds and deposits around 90%, in shares and other financial instruments - around 10% from the total investment. The Confidence strategy is suited for investors who are dissatisfied with the profitability of standard products of banks, but are not ready to take on additional risk.

The Stability - is a combination of conservative and aggressive strategy. The portfolio is formed from risk free instruments and from assets with greater risk like shares. The strategy foresees investment in bonds and deposits around 70%, in shares and other financial instruments - around 30% from the total investment. This investment strategy is advised to the majority of investors. According to this strategy the investor usually receives income significantly exceeding the long term inflation level with a moderate risk.

The Perspective – is formed from financial instruments with higher risk – shares, currencies and other high risk assets, which allows to reach the highest profitability. The strategy foresees investment in bonds and deposits around 30%, in shares and other financial instruments - around 70% from the total investments. All financial instruments are purchased after analysis of the enterprise and evaluation of financial market tendencies and development perspectives. The strategy is suited for investors who wish to achieve the maximum profitability in a long term.

Special strategy

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|--------------|
| Description: |
|--------------|

The Client/the Authorised Person

The Bank

Name, Surname /Company Name

Name, Surname of the Authorised Person

Issuing date and registration number of the power of attorney

Signature

Signature