

# TERM DEPOSIT ACCOUNT OPENING AND MAINTENANCE RULES of AS DNB banka

APPROVED  
Edition of 30.01.2017, by the decision of the Management Board of AS DNB banka dated 30.01.2017,  
Effective from 02.05.2017.

## 1. TERMS USED IN THE RULES AND THE INTERPRETATION OF THE RULES

- 1.1. The following terms are used in these rules:
  - 1.1.1. **Bank** – AS DNB banka (registered in the Commercial Register maintained by the Register of Enterprises of the Republic of Latvia; uniform registration number: 40003024725; legal address: Skanstes iela 12, Riga, LV-1013; homepage address in the Internet: www.dnb.lv; electronic mail address: info@dnb.lv);
  - 1.1.2. **Customer** – a person, who has expressed a wish to place or has already placed a Deposit with the Bank;
  - 1.1.3. **Parties** – the Customer and the Bank (collectively);
  - 1.1.4. **General Terms** – the General Terms and Conditions of the Bank;
  - 1.1.5. **Rules** – these rules (the Term Deposit Account Opening and Maintenance Rules of the Bank);
  - 1.1.6. **Deposit Annual Interest Rates** – deposit annual interest rates approved by the Bank, based on which the Bank accrues and pays interest due to the Customer, depending on Deposit Type, currency and maturity, except cases when the Parties in the Term Deposit Agreement have agreed otherwise;
  - 1.1.7. **Deposit** – the money accepted from the Customer as deposit and credited to the Term Deposit Account for a definite or indefinite period;
  - 1.1.8. **Deposit Principal** – the amount, which pursuant to the Term Deposit Agreement the Customer has to deposit on the Term Deposit Account no later than within the term specified in Chapter 3 of the Rules;
  - 1.1.9. **Effective Period of the Deposit** – the period from the crediting of the Deposit Principal to the Term Deposit Account to the Deposit Maturity Date;
  - 1.1.10. **Deposit Maturity Date** – the date specified in the Term Deposit Agreement as the "Deposit Maturity Date", or – if the Effective Period of the Deposit is automatically extended pursuant to the Rules, – the date to which the Effective Period of the Deposit is extended;
  - 1.1.11. **Deposit Type** – one of the Deposit types approved by the Bank's Management Board, selected by the Customer and specified in the Term Deposit Agreement as the "Deposit Type". The provisions for each Deposit Type are listed in Chapter 3 of the Rules;
  - 1.1.12. **Term Deposit Account** – the Customer's account opened with the Bank for making the Deposit and maintained by the Bank pursuant to the Rules;
  - 1.1.13. **Term Deposit Agreement** – an agreement entered into between the Parties on the acceptance and maintenance of the Deposit. The provisions of the aforementioned agreement are determined by the agreement between the Parties regarding conclusion of such agreement or a document confirming conclusion of such agreement, the Rules and other legal enactments, which in accordance with the Rules are applicable to the legal relationships of the Parties arising from the aforementioned agreement;
  - 1.1.14. **Banking Day** – a day on which the Bank is open for general business.
  - 1.1.15. **Payment Rules** – Payment Rules of the Bank;
  - 1.1.16. **Account** – the Customer's current account or card account opened with the Bank.
- 1.2. The terms used in the Rules that are not explained in the Rules correspond to the terms used in the General Terms.

## 2. GENERAL ISSUES

- 2.1. The Rules govern the legal relationships between the Parties concerning the Deposit acceptance and maintenance.
- 2.2. The legal relationships between the Parties concerning the Deposit acceptance and maintenance shall be also governed by the List of Conditions, the Deposit Annual Interest Rates, the Payment Rules and the General Terms.
- 2.3. The Customer shall be obliged prior to conclusion of the Term Deposit Agreement to become acquainted with the provisions of the Term Deposit Agreement and to submit to the Bank the information and documents requested by the Bank, which are necessary for conclusion of the Term Deposit Agreement. Unless otherwise specified in the Term Deposit Agreement, the relevant Term Deposit Agreement is deemed concluded as of the moment when the Bank

- opens for the Customer the Term Deposit Account and approves conclusion of the Term Deposit Agreement.
- 2.4. If agreement on conclusion of the Term Deposit Agreement is reached with the help of the Means of Distance Communication, the Customer in accordance with the consumer rights protection regulatory enactments shall have the right within 14 (fourteen) days after conclusion of the relevant Term Deposit Agreement to exercise the right to unilaterally withdraw from the concluded Term Deposit Agreement. If the Customer notifies the Bank of exercising the right of withdrawal after the Customer has already made the Deposit, the Bank shall return to the Customer the Deposit Principal, without paying to the Customer the interest for the actual time of placement of the Deposit.
  - 2.5. The Bank accepts from the Customer Deposits in euros (EUR), United States dollars (USD), and Norwegian kroner (NOK). For each Deposit a special Term Deposit Account shall be opened.
  - 2.6. The Customer shall make the Deposit by transferring it to the Term Deposit Account specified in the Term Deposit Agreement. The Term Deposit Account statements prepared by the Bank are *prima facie* evidence (the evidence which, if not refuted, is sufficient to establish existence or absence of the fact) in matters related to them.
  - 2.7. The Deposit Principal and, if such option for the specific Deposit Type is stipulated in Chapter 3 of the Rules, the amount of money intended for supplementing the Deposit should be credited to the Term Deposit Account only in the same currency, in which the Term Deposit Account has been opened (hereinafter in this Clause referred to as the Deposit Currency). If the Customer pays in or transfers to the Bank the amount of money intended for the Deposit in any other currency (hereinafter in this Clause referred to as the Original Currency), the Bank shall convert it to the Deposit Currency at the Bank's currency exchange rate effective at the moment when the respective amount of money is credited to the Term Deposit Account. If after the Deposit (in whole or in part) is received back the Customer converts the received Deposit amount back to the Original Currency, then due to fluctuations of the relevant currency exchange rate (the Deposit Currency rate to the Original Currency rate) the amount of money received by the Customer as a result of such conversion may be less than the equivalent of the Deposit Principal or the amount for which the Deposit was supplemented in the Original Currency on the starting date of the Effective Period of the Deposit or on the date of the supplementing the Deposit (respectively).
  - 2.8. The Bank shall pay to the Customer the interest on the Deposit balance to be calculated pursuant to the Deposit Annual Interest Rates depending on the Deposit Type, currency, amount and maturity. The interest on the Deposit balance on the Term Deposit Account is calculated for each calendar day, provided the balance on the Term Deposit Account at the end of the respective day is not less than the minimum amount of Deposit set by the Bank for interest accrual.
  - 2.9. The interest on the Deposit balance on the Term Deposit Account shall be calculated on basis of a year which is deemed to have 365 (three hundred and sixty five) days.
  - 2.10. The interest on the Deposit balance on the Term Deposit Account shall be calculated starting from the day of transfer of the Deposit in/to the Term Deposit Account (including). The Bank shall neither calculate nor pay any interest for the Deposit Maturity Date, subject to Clause 2.22, and for keeping the Deposit on the Term Deposit Account after the Deposit Maturity Date, unless the Term Deposit Agreement sets out otherwise. If the Deposit Maturity Date falls on the day which is not the Banking Day, the Customer may withdraw the Deposit from the Bank no earlier than on the first Banking Day after the Deposit Maturity Date.
  - 2.11. The Bank has the right to debit from the Term Deposit Account a fee for each Operation performed, Service provided and Term Deposit Account maintenance in conformity with the List of Conditions, as well as other amounts pursuant to the General Terms.
  - 2.12. The Bank is entitled to withhold the Deposit or use it as collateral for the Customer's liabilities to the Bank without the Customer's consent.
  - 2.13. Pursuant to the General Terms the Bank may unilaterally amend the Rules.
  - 2.14. The Bank is entitled, according to changes in money market, to amend unilaterally the Deposit Annual Interest Rates for the Deposit Types, for which Chapter 3 of the Rules provides it. The Bank informs the Customer about the amendments to the Deposit Annual Interest Rates by making the amendments available in the Places of Service, on the Bank's Website or in any other manner before entry into force of the amendments. The Bank may, with good reason, make amendments to the Deposit Annual Interest Rates without prior notice to the Customer. If the Customer does not agree to the amendments, the Customer may withdraw unilaterally from the Term Deposit Agreement and terminate the Effective Period of the Deposit immediately by notifying the Bank thereof in writing. In case of Customer's unilateral

- withdrawal, the Customer may receive the Deposit balance pursuant to the provisions applicable to the respective Deposit Type.
- 2.15. The Rules, the List of Conditions and the Deposit Annual Interest Rates are available upon the Customer's request at the Places of Service during the Bank's Working Hours or on the Bank's Website.
  - 2.16. If the applicable laws and regulations provide that the Bank is obliged to deduct or withhold any taxes from the Deposit held on the Term Deposit Account and/or accrued interest, the Bank may make such deductions from the Deposit Principal amount and/or accrued interest.
  - 2.17. The Bank has the right to withdraw unilaterally from the Term Deposit Agreement and terminate the Effective Period of the Deposit before the Deposit Maturity Date upon a 15 (fifteen) calendar days' prior written notice to the Customer. In this case the Bank shall pay to the Customer the interest on the Deposit balance for the actual Deposit placement period.
  - 2.18. Payments made to or from the Term Deposit Account shall be subject to the Payment Rules.
  - 2.19. The Term Deposit Account shall be opened in accordance with the procedure established by the Bank. When opening the Term Deposit Account and executing the documents required for the Term Deposit Account opening, the Customer shall pay to the Bank the Service Fee pursuant to the List of Conditions.
  - 2.20. If during the Effective Period of the Deposit euro is introduced as the official currency of the Republic of Latvia, after conversion of the Deposit made in Latvian lats to euro, the Bank is entitled to calculate and pay interest on the Deposit made in Latvian lats pursuant to the interest rate determined for the respective type of the Deposit in euro specified in the effective Deposit Annual Interest Rates as at the date of interest accrual.
  - 2.21. Regarding the Deposit Type specified in sub-Clause 3.3.1 the Parties may agree in the Term Deposit Agreement that the Effective Period of the Deposit is automatically extended (it is, the Effective Period of the Deposit is extended on the basis of the Term Deposit Agreement and the Rules, without any additional Customer's Order for the extension of the Effective Period of the Deposit).
  - 2.22. If the Parties have agreed on the automatic extension of the Effective Period of the Deposit, the Effective Period of the Deposit shall be automatically extended on every Deposit Maturity Date for the time period specified in the Term Deposit Agreement as the "Term". Automatically extending the Effective Period of the Deposit, the interest rate hereafter applicable to the Deposit is determined based on the interest rate determined for the respective type of the Deposit in the respective currency specified in the Deposit Annual Interest Rates effective on the date of the automatic extension of the Deposit. Thus determined interest rate is applicable to the calculation of the interest for the Deposit balance in the Term Deposit Account starting from the date of the automatic extension of the Effective Period of the Deposit. Other provisions of the Term Deposit Agreement, automatically extending the Effective Period of the Deposit, are not changed, subject to the Bank's rights to amend the Rules unilaterally mentioned in Clause 2.13.
  - 2.23. If the interest calculated for the Deposit in accordance with the provisions of the Term Deposit Agreement is payable to the Customer at the Deposit maturity and the Term Deposit Agreement stipulates that the automatic extension of the Effective Period of the Deposit is to be made also regarding the calculated (accrued) interest for the Deposit, then, automatically extending the Effective Period of the Deposit, the interest for the Deposit calculated (accrued) on the date of the automatic extension of the Effective Period of the Deposit shall be credited to the Term Deposit Account to supplement the Deposit balance on the Term Deposit Account.
  - 2.24. If, pursuant to the Rules, in the Effective Period of the Deposit, after crediting the Deposit Principal to the Term Deposit Account the Deposit Principal may be supplemented and/or reduced, then, applying those provisions of the Term Deposit Account and Rules, that regulate the automatic extension of the Deposit, as the Deposit Principal shall be considered the Deposit balance on the Term Deposit Account on the date of the automatic extension of the Effective Period of the Deposit.
  - 2.25. Automatically extending the Effective Period of the Deposit, the number of the Term Deposit Account is not changed.
  - 2.26. The Bank is entitled not to make automatic extension of the Effective Period of the Deposit and to terminate the Effective Period of the Deposit on the current Deposit Maturity Date, by giving a notice to the Customer not later than on the last Banking Day before the current Deposit Maturity Date.
  - 2.27. On the initiative of the Customer the further pursuit of the automatic extension of the Effective Period of the Deposit is terminated on the basis of an accordant written notice from the Customer, which is submitted to the Bank not later than on the last Banking Day before the current Deposit Maturity Date.

### **3. PROVISIONS OF THE DEPOSIT TYPES**

#### **3.1. Provisions of Savings Account Deposit**

- 3.1.1. The Savings Account Deposit is a natural person's or legal entity's Deposit with the Bank for an indefinite time period with an opportunity to supplement and/or reduce the Deposit.
- 3.1.2. The interest shall be calculated on the Deposit balance on a daily basis to the Term Deposit Account pursuant to the Savings Account Deposit interest rate for the respective currency specified in the Deposit Annual Interest Rates as effective at the date of interest accrual.
- 3.1.3. The Bank may unilaterally change the annual interest rates for Savings Account Deposit by making the changes in the Deposit Annual Interest Rates pursuant to the Rules.
- 3.1.4. The interest accrued on the Customer's Deposit balance shall be credited to the Term Deposit Account to supplement the Deposit balance on the Term Deposit Account on the 1st (first) date of each month.
- 3.1.5. The Customer may withdraw the Deposit in full or in part from the Term Deposit Account not earlier than one month after crediting the initial Deposit on the Term Deposit Account pursuant to sub-Clause 3.1.6.
- 3.1.6. The Customer may withdraw the Deposit in full or in part from the Term Deposit Account with a 7 (seven) calendar days prior written notice to the Bank thereof and indicating the Account for disbursement of the Deposit or the respective part of it, paying the respective cash amounts to the Customer.
- 3.1.7. The Customer shall pay to the Bank the Service Fee in conformity with the List of Conditions, if the Customer withdraws the Deposit in full or in part without the prior written notice specified in sub-Clause 3.1.6.
- 3.1.8. If there is a zero balance on the Term Deposit Account, the Bank has the right to close it.
- 3.1.9. The Bank has the right to renew the closed Term Deposit Account with the former number if the Term Deposit Account is specified as the beneficiary's account in the payment document.
- 3.1.10. The Customer shall be obliged to open the Account with the Bank to which in accordance with the Customer's instruction (sub – Clause 3.1.6.) the Bank shall transfer the Deposit or respective part of it, by paying the respective cash amounts to the Customer.

#### **3.2. Provisions of Open Term Deposit**

- 3.2.1. Open Term Deposit is a legal entity's Deposit with the Bank for an indefinite time period with an opportunity to supplement and/or reduce the Deposit.
- 3.2.2. The interest shall be calculated on the Deposit balance on a daily basis to the Term Deposit Account pursuant to the Open Term Deposit interest rate for the respective currency specified in the Deposit Annual Interest Rates as effective at the date of interest accrual.
- 3.2.3. The Bank may unilaterally change the annual interest rates for Open Term Deposit by making the changes in the Deposit Annual Interest Rates pursuant to the Rules.
- 3.2.4. The interest accrued on the Customer's Deposit balance shall be credited to the Term Deposit Account to supplement the Deposit balance on the Term Deposit Account on the 1st (first) date of each month.
- 3.2.5. The Customer may withdraw the Deposit in full or in part from the Term Deposit Account not earlier than one month after crediting the initial Deposit on the Term Deposit Account pursuant to sub-Clause 3.2.6.
- 3.2.6. The Customer may withdraw the Deposit in full or in part from the Term Deposit Account with a 7 (seven) calendar days prior written notice to the Bank thereof and indicating the Account for disbursement of the Deposit or the respective part of it, paying the respective cash amounts to the Customer.
- 3.2.7. The Customer shall pay to the Bank the Service Fee in conformity with the List of Conditions, if the Customer withdraws the Deposit in full or in part without the prior written notice specified in sub-Clause 3.2.6.
- 3.2.8. If there is a zero balance on the Term Deposit Account, the Bank has the right to close it.
- 3.2.9. The Bank has the right to renew the closed Term Deposit Account with the former number if the Term Deposit Account is specified as the beneficiary's account in the payment document.
- 3.2.10. The Customer shall be obliged to open the Account with the Bank to which in accordance with the Customer's instruction (sub – Clause 3.1.6.) the Bank shall transfer the Deposit or respective part of it, by paying the respective cash amounts to the Customer.

#### **3.3. Provisions of Term Deposit**

- 3.3.1. Term Deposit is a natural person's or legal entity's Deposit with the Bank for a definite time period of not less than 1 (one) month.
- 3.3.2. The Deposit Principal specified in the Term Deposit Agreement may not be supplemented or reduced.

- 3.3.3. The Customer shall ensure that the Deposit Principal is credited to the Term Deposit Account no later than within 3 (three) Banking Days after the date of conclusion of the Term Deposit Agreement. If the Deposit Principal is not credited on the Term Deposit Account within that term, the Bank is entitled to withdraw unilaterally from the Term Deposit Agreement without prior notice to the Customer and without paying the interest accrued on the Deposit balance.
- 3.3.4. The interest rate on the Deposit shall be determined based on the rate for Term Deposits in the respective currency specified in the Deposit Annual Interest Rates effective as at the date of conclusion of the Term Deposit Agreement, except in the case indicated in Clause 2.22. The specified interest rate shall be fixed for the whole Effective Period of the Deposit, except in the case indicated in Clause 2.22.
- 3.3.5. The Customer can receive the interest accrued on the Deposit on monthly basis or at the Deposit maturity. The accrued interest shall not be credited to the Term Deposit Account to supplement the Deposit balance on the Term Deposit Account before the Term Deposit Maturity Date, except in the case indicated in Clause 2.23. On the Term Deposit Maturity Date the Bank shall credit the interest accrued but not paid out to the Term Deposit Account on the Deposit Maturity Date.
- 3.3.6. The Customer may terminate the Effective Period of the Deposit before the Deposit Maturity Date upon filing the respective written application to the Bank thereof with indicating the date for disbursement of the Deposit and which may not be earlier than next business day after submission of the respective Customer's application to the Bank.
- 3.3.7. If the Effective Period of the Deposit is terminated on the Customer's initiative before the Deposit Maturity Date, the Customer shall not receive the interest accrued on the Deposit and shall pay to the Bank the Service Fee for termination of the Effective Period of the Deposit pursuant to the List of Conditions. The Bank is entitled to deduct the above Service Fee and the interest paid out earlier to the Customer from the Deposit.
- 3.3.8. During the Effective Period of the Deposit the Customer shall maintain the Account, to which in accordance with the Term Deposit Agreement the Bank shall transfer the Deposit balance and the accrued interest (if any), paying the respective cash amounts to the Customer.
- 3.4. Provisions of Term Deposits of Special Offer**
- 3.4.1. Term Deposit of Special Offer is a Deposit with the Bank for a definite time period. In conformity with the decision of the Bank's Management Board, the above Deposits may be offered to both natural persons and legal entities by setting the time period for the acceptance of them.
- 3.4.2. The Deposit Principal specified in the Term Deposit Agreement may not be supplemented or reduced.
- 3.4.3. The Customer shall ensure that the Deposit Principal is credited to the Term Deposit Account no later than within 3 (three) Banking Days after the date of conclusion of the Term Deposit Agreement. If the Deposit Principal is not credited on the Term Deposit Account within that term, the Bank is entitled to terminate the Term Deposit Agreement unilaterally without prior notice to the Customer and without paying the interest accrued on the Deposit balance.
- 3.4.4. The interest rate on the Deposit shall be determined based on the rate for Term Deposit of Special Offer in the respective currency specified in the Deposit Annual Interest Rates as effective at the date of conclusion of the Term Deposit Agreement. The specified interest rate shall be fixed for the whole Effective Period of the Deposit.
- 3.4.5. The Customer shall receive the interest accrued on the Deposit at the Deposit maturity.
- 3.4.6. The Customer may terminate the Effective Period of the Deposit before the Deposit Maturity Date upon filing the respective written application to the Bank thereof with indicating the date for disbursement of the Deposit and which may not be earlier than next business day after submission of the respective Customer's application to the Bank.
- 3.4.7. The Bank shall credit the interest accrued on the Deposit to the Term Deposit Account on the Deposit Maturity Date.
- 3.4.8. The Customer may terminate the Effective Period of the Deposit before the Deposit Maturity Date upon a 7 (seven) calendar days' prior written notice to the Bank.
- 3.4.9. If the Effective Period of the Deposit is terminated on the Customer's initiative before the Deposit Maturity Date, the Customer shall not receive the interest accrued on the Deposit and shall pay to the Bank the Service Fee for termination of the Effective Period of the Deposit pursuant to the List of Conditions. The Bank is entitled to deduct the above Service Fee from the Deposit.
- 3.4.10. During the Effective Period of the Deposit the Customer shall maintain the Account, to which in accordance with the Term Deposit Agreement the Bank shall transfer the Deposit balance and the accrued interest (if any), paying the respective cash amounts to the Customer.

**3.5. Provisions of Savings for a Child**

- 3.5.1. The Savings for a Child is Customer's – a natural person's who at the moment of conclusion of the Term Deposit Agreement is under age, - Deposit with the Bank for a period of time (not shorter than 3 (three) years) specified in the Term Deposit Agreement until the Customer reaches majority with an opportunity to supplement the Deposit.
- 3.5.2. Until reaching the majority, the Customer in relations with the Bank is represented by the Customer's custodian.
- 3.5.3. The Bank is entitled to determine the minimal and/or maximum amount of the Deposit and/or the amount by which the Deposit may be supplemented.
- 3.5.4. The interest shall be calculated on the Deposit balance on a daily basis to the Term Deposit Account during the Effective Period of the Deposit (excluding the Deposit Maturity Date) pursuant to the Savings for a Child interest rate for the respective currency specified in the effective Deposit Annual Interest Rates as at the date of interest accrual.
- 3.5.5. The Bank may unilaterally change the annual interest rates for Savings for a Child Deposit by making the changes in the Deposit Annual Interest Rates pursuant to the Rules.
- 3.5.6. The interest on the Deposit balance shall be credited to the Term Deposit Account to supplement the Deposit on the Term Deposit Account on the 1st (first) of January each year and at the Deposit Maturity Date. If the Deposit is withdrawn from the Term Deposit Account before the Deposit Maturity Date, interest accrued on the Deposit balance shall be credited to the Term Deposit Account on the day when the Deposit is disbursed.
- 3.5.7. The Deposit or any part of it may be withdrawn from the Term Deposit Account at any time subject to the provisions of sub-Clause 3.6.8, if only to the moment of disbursement of Deposit or a part of it the respective amount is available on the Term Deposit Account and operations with Term Deposit Account are not restricted.
- 3.5.8. If the Deposit or any part of it is withdrawn from the Term Deposit Account before the Deposit Maturity Date, the Bank is entitled to request the permission of Orphan's Court of the Republic of Latvia and disburse the Deposit or part of it only after receipt of all necessary documents.
- 3.5.9. If the Deposit or any part of it is withdrawn from the Term Deposit Account before the Deposit Maturity Date, the Customer shall pay to the Bank the Service Fee in conformity with the List of Conditions, except if the Customer reaches majority before the Deposit Maturity Date. The Bank may deduct the above commission from the amount of the Deposit to be withdrawn.
- 3.5.10. If there is a zero balance on the Term Deposit Account, the Bank shall be entitled to close it.
- 3.5.11. The Bank has the right to renew the closed Term Deposit Account with the former number if the Term Deposit Account is specified as the beneficiary's account in the payment document.