

STANDING ORDERS

TERMS OF AGREEMENT

Effective from
01.02.2010.

1. Terms

Amount – Standing Orders from the Account at the Client's choice are made:

- 1) in the full amount of the sum indicated in the Application;
- 2) in the amount of the Balance in the Account (the service is available if the Beneficiary's Account is in the Bank).

Bank – AS "SEB banka" whose registered address is "SEB Financial Centre", Meistaru iela 1, Valdlauči, Ķekavas pagasts, Ķekavas novads. Unified registration No. 40003151743. Supervision of the Bank's activities is performed by the Financial and Capital Market Commission. The Bank's home page: www.seb.lv. Electronic communication: info@seb.lv.

Pricelist – the Common Service Pricelist approved by the Bank's Board.

Client – a physical or legal entity who has opened a settlement and/or a credit card account in the Bank in Latvian lats or foreign currency.

Account – Client's Settlement or Credit card Account.

Contract – a contract on Standing Orders signed between the Client and the Bank.

Parties – the signatories of the Contract – the Bank and the Client

Regularity of Standing Orders performance – the frequency of making Standing Orders indicated in the Client's Application.

Terms and Conditions – terms and conditions for Contract of Standing Orders.

Application – application for signing the Contract of Standing Orders.

Standing Orders – a type of settlement by which the Client authorises the Bank to make payments with the fixed payment performance regularity from the Client's Account to the Client's indicated Beneficiary's Account.

Order of Standing Orders – Client's Application for signing the Contract, by which the Client issues an order to the Bank to make Standing Orders in a fixed period of time (for example, on a specific date, day of the week, etc.), in a certain Amount, for a certain Beneficiary, without submitting separate payment orders for making individual payments.

Details – Beneficiary's details indicated in the Client's Application to which the Standing Orders are addressed.

Beneficiary – a physical or legal entity indicated in the Application on whose behalf Standing Orders are made.

2. Basic Principles

2.1. Standing Orders in the Bank are made according to the Bank's effective terms and conditions for the Contract on Settlement Accounts and these Terms and Conditions.

2.2. Commission charge and other payments for the Bank's services pertaining to making Standing Orders shall be paid by the Client according to the Pricelist effective on the day of making the Standing Order.

2.3. The legal relationship between the Parties, which is not fixed in these Terms and Conditions, shall be subject to the terms and conditions for the Contract on Settlement Accounts, as well as the terms and conditions of other Bank services and the legislative acts of the Republic of Latvia. In the case of any controversies or disagreements between the terms and conditions for the Contract on Settlement Accounts and the Terms and Conditions of the present Contract, the Parties agree to be guided according to the Terms and Conditions of this Contract.

2.4. During the activity of the Contract, the Client is entitled to receive at request provisions of the Contract or information on individual provisions of the Contract in paper format or on another consistent information carrier. The Bank is entitled to cash a commission charge for provision of the information mentioned in this clause if such is provided more frequently than once a year.

3. Closing of the Contract

3.1. The Client shall become acquainted with the Terms and Conditions and the Pricelist.

3.2. The Client, by expressing his free will, shall complete the Application in writing. The Application form is annexed to these Terms and Conditions.

3.3. The Client's Application is deemed to be an irrevocable offer of the Client to the Bank to sign the Contract and the Client's consent to the application of the Pricelist and the Terms and Conditions in performance of the Contract and settlement of disputes.

3.4. The Bank shall approve the Contract by verifying the Client's information indicated in the Contract with the information on the Client at the Bank's disposal.

3.5. The Contract comes into force from the moment of its signing and is closed for unlimited period of time, unless the Client has indicated the final date of the Contract in his Application.

3.6. The Contract consists of:

- 3.6.1. Application;
- 3.6.2. Terms and Conditions;
- 3.6.3. Pricelist.

4. Responsibilities and Rights of the Client

4.1. The Client undertakes to comply with the terms and conditions for the Contract of Standing Orders.

4.2. The Client undertakes to inform the Bank in writing about changes in provided information in the Application no later than within 5 (five) Bank business days before the day of making the Standing Order according to the Order of Standing Orders.

4.3. On the day of making the RPO, the Client undertakes to ensure a sufficient Amount in the Account.

4.4. The Application is deemed to be the Client's irrevocable order to the Bank to deduct all commissions and other payments from the Account or other Client's Accounts in the Bank, which the Client has to pay according to these Terms and Conditions and the Pricelist. Such an order is deemed to be a contractual liability of the Client and is therefore irrevocable.

5. Responsibilities and Rights of the Bank

5.1. The Bank makes Standing Orders only in those cases when the Account contains monetary funds that correspond to the Amount indicated by the Client and the commission for making a transfer fixed in the Pricelist. In cases when the Client lacks funds on the respective day for making

a Standing Order, and if the Beneficiary's Account is in the Bank, then a repeated Payment attempt is made every Bank business day until the moment when a sufficient Amount appears in the Account for making a settlement operation, or if the next payment due term has arrived. If the Beneficiary's Account is in another Bank, then if the Client does not have sufficient money in the Account on the respective day to make Standing Orders, a repeated attempt to make a Standing Order is not made.

5.2. The Bank performs Standing Orders according to the Client's indicated frequency of Standing Order performance. If the day of Standing Order performance falls on the Bank's holiday or day off, then the Standing Order is made on the next Bank business day.

5.3. The Bank is liable for payments made if:

5.3.1. the Standing Order is made from the Account of a Beneficiary who is not mentioned in the Order of Standing Orders;

5.3.2. the amount does not correspond to the one stipulated in these Terms and Conditions.

5.4. The Bank shall not be liable for any losses to the Client or third persons occurring in case of failure to make a Standing Order if, at the moment of making the Standing Orders, there is no sufficient financing in the Account in the necessary amount.

5.5. The Bank shall not be liable for mutual relationship or possible claims between the Client and the Beneficiary.

5.6. The protection of the Client's Account and information about it is guaranteed according to the terms and conditions for the Contract on Settlement Accounts in the Bank, the by-laws of the Central Bank of Latvia and the procedure fixed in the law of the Republic of Latvia.

6. Other Terms and Conditions

6.1. The Bank is entitled to unilaterally make amendments and supplements in the Terms and Conditions of the Contract and/or the Pricelist. Information about amendments and supplements shall be placed in a visible place in the Bank's premises and/or Internet site www.seb.lv no later than within 60 (sixty) days before the day they come into effect.

6.2. If until the effective day of these amendments or supplements the Client has failed to submit an application on termination of this Contract to the Bank branch in which they have opened an Account, then both the Bank and the Client will consider that the Client has agreed to the announced amendments or supplements to the Terms and Conditions and/or Pricelist.

6.3. The Contract is not in force or is terminated if at least one of the following circumstances arise:

6.3.1. The Client has incorrectly indicated its Account in the Application;

6.3.2. The Client's information indicated in the Standing Order and the signature do not correspond to the ones at the Bank's disposal;

6.3.3. The Client's Account indicated in the Contract is closed;

6.3.4. The Bank stops the transaction relationship with the Client;

6.3.5. The Client violates the terms and conditions of this Contract;

6.3.6. The Client informs the Bank in writing about termination of the Contract at the latest on the business day before the next Payment performance day.

6.4. Any disputes arising between the Client and the Bank in connection with non-performance or improper performance shall be solved through negotiations. If the disputes cannot be solved in negotiations, then any dispute, disagreement or claim arising from this Contract, referring to it or its violation, termination or ineffectiveness, shall be brought to the respective jurisdiction court according to the legislative acts of the Republic of Latvia.

