



JSC "RIETUMU BANKA"  
 VESETAS 7 / RIGA  
 LV-1013 / LATVIA  
 REG. No. 40003074497 / RTMBLV2X  
 BLOOMBERG: RIET  
 TELEPHONE +371 67025555  
 FAX +371 67025588  
 info@rietumu.lv  
 www.rietumu.com

# INDIVIDUAL SAFE DEPOSIT BOX RENT AGREEMENT No. \_\_\_\_\_

Date: \_\_\_\_/\_\_\_\_/20\_\_\_\_

Approved by the Board of JSC "Rietumu Banka" 13.01.2021, Minutes No. 2

COMPLETE IN BLOCK CAPITALS

The joint stock company "Rietumu Banka", the unified registration No. 40003074497, the legal address: 7 Vesetas Street, Riga, LV-1013, the Republic of Latvia (hereinafter – the **Bank**), represented by \_\_\_\_\_,

who acts on the basis of \_\_\_\_\_ on the one part, and

\_\_\_\_\_ (hereinafter – the **Client**)  
(corporate entity: full name / private individual: name, surname)

**To be completed by a citizen / non-citizen of the Republic of Latvia:**

Identity number

\_\_\_\_\_

**To be completed by citizens of other countries:**

Passport / Identity document No.

\_\_\_\_\_

Date of birth

(day/month/year)

Date of issue of passport/

identity document

(day/month/year)

Issuing state and institution of

passport / identity document \_\_\_\_\_

**To be completed by a corporate entity:**

Registration No.

\_\_\_\_\_

Residential / Legal address: \_\_\_\_\_

(street, house, apartment No.)

City \_\_\_\_\_ Country \_\_\_\_\_ Postal Code \_\_\_\_\_

represented by \_\_\_\_\_

(position)

(name, surname)

who acts on the basis of \_\_\_\_\_ on the other part, the Bank and the Client

(hereinafter – **the Parties**) have concluded this Agreement (hereinafter – **the Agreement**):

## 1. SUBJECT OF THE AGREEMENT

1.1. The Bank shall provide an individual safe deposit box (hereinafter – **The Safe Deposit Box**) for temporary use (rent) to the Client, and the Client shall accept and pay the Safe Deposit Box rent fee in accordance with the list of service fees and charges published on the Bank's website www.rietumu.com (hereinafter – **Tariffs**) and the provisions of the Agreement.

Number of the Safe Deposit Box: \_\_\_\_\_ Size of the Safe Deposit Box: \_\_\_\_\_

Key storage form:

both keys stored with the Client

one key is stored with Client, other key is stored at the Bank

both keys stored at the Bank

The Bank shall be liable only for the storage of the key/keys which the Client has handed over to the Bank after attendance of Safe Deposit Box, what has been duly documented in a "Key transfer-acceptance act" signed by the Parties.

Rent commencement date \_\_\_\_/\_\_\_\_/20\_\_\_\_ Rent expiry date \_\_\_\_/\_\_\_\_/20\_\_\_\_

Choice of automatic rent term extension for Clients who have an account in the Bank:

to perform automatic extension of the Safe Deposit Box rent term

not to perform automatic extension of the Safe Deposit Box rent term

Special provisions: \_\_\_\_\_

X

\_\_\_\_\_  
(Client's signature)

## 2. RIGHTS AND OBLIGATIONS OF THE CLIENT

### 2.1. The Client is entitled to:

- 2.1.1. change the rented Safe Deposit Box, if a Safe Deposit Box of the required size is available;
- 2.1.2. unilaterally terminate the Agreement with the Bank by filling in the form "Confirmation of the Termination of the Individual Safe Deposit Box Rent Agreement" in person, before emptying the Safe Deposit Box and handing over the Safe Deposit Box keys to the Bank;
- 2.1.3. unilaterally terminate the Agreement with the Bank by submitting to the Bank "Confirmation of the Termination of the Individual Safe Deposit Box Rent Agreement" with a confirmation that the Safe Deposit Box is empty, if the Client's Safe Deposit Box is empty, the Client, in accordance with the Agreement, stores the Safe Deposit Box keys at the Bank and the Client has an electronic signature;
- 2.1.4. extend the Safe Deposit Box rent term:
  - 2.1.4.1. automatically – after the end of each rent term, extending it to the same term, if the Client who has an account in the Bank, in accordance with Paragraph 1.1. of the Agreement chooses the automatic extension of the Safe Deposit Box rent term;
  - 2.1.4.2. by paying to the Bank's details specified in Chapter 9 of the Agreement, the amount for the term for which the rent of the Safe Deposit Box shall be extended, indicating the Agreement number.
- 2.1.5. cancel the automatic extension of the Safe Deposit Box rent term by notifying the Bank before the end of the rent term thereof in writing in person or by submitting an order signed with an electronic signature;
- 2.1.6. provide the right to use the Safe Deposit Box to another person (hereinafter – **The Client's Representative**) in accordance with the power of attorney executed in the form offered by the Bank in person, or in accordance with the power of attorney certified by a sworn notary stipulating the respective powers. If the power of attorney is issued outside the Republic of Latvia, it must be accompanied by a translation certified by a sworn notary into Latvian, Russian or English, and, where applicable, it must be legalized or certified with an Apostille;
- 2.1.7. revoke the right of the Client's Representative to use the Safe Deposit Box by submitting a written order in person or an order signed with an electronic signature;
- 2.1.8. store both or one key at the Bank;
- 2.1.9. request a change of keys (if one key is lost or damaged);
- 2.1.10. request the emergency opening of Safe Deposit Box (if both keys are lost or damaged);

### 2.2. The Client undertakes to:

- 2.2.1. enter into an Electronic signature agreement with the Bank (for legal entities, an Electronic signature agreement shall be entered into with the Bank by its representative);
- 2.2.2. not to use the Safe Deposit Box for illegal activities, including money laundering and financing or attempts to finance terrorism and proliferation;
- 2.2.3. follow the requirements prohibiting to store in the Safe Deposit Box the items, storage, transportation or usage of which requires a special permit or circulation of which is prohibited by regulatory enactments of the Republic of Latvia, or which cause a threat to society, the Bank's property or reputation, as well as substances and items, which are withdrawn from the civil turnover;
- 2.2.4. follow the Tariffs of the Bank directly at the Bank or on the Bank's website [www.rietumu.com](http://www.rietumu.com), including the specified penalties which are applied to the Client due to non-performance or improper performance of the obligations arising out of the Agreement;
- 2.2.5. pay to the Bank the rent fee in full amount for the entire rent period specified in the Agreement and, if the Client stores the keys at the Bank, the fee for storing the keys at the Bank on the day of signing the Agreement;
- 2.2.6. ensure a sufficient amount of funds on the last day of Safe Deposit Box rent term in Client's account in the Bank for payment of the Safe Deposit Box rent fee and, if the Client stores the keys at the Bank, fee for key storage at the Bank (hereinafter – The Necessary Amount for the Extension of the Safe Deposit Box Rent Term) in accordance with the Tariffs in force on the last day of the Safe Deposit Box rent term, until the Bank debits it from the Client's account, if upon signing the Agreement, the Client chooses automatic extension of the Safe Deposit Box rent term;
- 2.2.7. pay the Necessary Amount for the Extension of the Safe Deposit Box Rent Term before the end of the Safe Deposit Box rent term, if the Client extends the Safe Deposit Box rent term in accordance with the procedure specified in Paragraph 2.1.4.2. of the Agreement;
- 2.2.8. immediately, but not later than within 5 (five) business days, to inform the Bank about the loss/damage of the Safe Deposit Box keys by submitting a written notification or a notification signed with an electronic signature;
- 2.2.9. pay penalties in accordance with the Tariffs for non-performance or improper performance of the obligations under the Agreement. Payment of penalties does not release the Client from the fulfillment of obligations provided for in the Agreement;
- 2.2.10. prevent damage of the Safe and damage/loss of its keys;
- 2.2.11. present an identity document when attending the Safe Deposit Box. The Client's Representative must present to the Bank the power of attorney and an identity document if the Safe Deposit Box is attended by the Client's Representative whose power of attorney was not presented before;
- 2.2.12. empty the Safe Deposit Box from the items stored in it and/or show to the Bank employee that the Safe Deposit Box is empty, hand over the Safe Deposit Box keys to the Bank and sign the "Confirmation of the Termination of the Individual Safe Deposit Box Rent Agreement" not later than on the last day of the rent term or during 30 (thirty) days from the date the Bank sent a notice about unilateral termination of the Agreement. If the last day of the rent term is not a business day, the Client shall perform the activities referred to in this paragraph not later than on the next business day of the Bank;

X

(Client's signature)

- 2.2.13. submit documents confirming the changes to the Bank not later than on the next business day from the day the changes come into force, or if the Safe Deposit Box is visited before submitting the documents confirming the changes to the Bank, during the visit of the Safe Deposit Box, if the information about the Client changed;
- 2.2.14. inform the Bank in writing about the revocation of the power of attorney issued to the Client's Representative by submitting an order in person or an order signed with an electronic signature;
- 2.2.15. not to hand over the Safe Deposit Box keys to third parties;
- 2.2.16. not to disclose the provisions of the Agreement to third parties;
- 2.2.17. not to duplicate Safe Deposit Box keys;
- 2.2.18. after emptying the Safe Deposit Box and handing over the Safe Deposit Box keys to the Bank, fill in the form "Confirmation of the Termination of the Individual Safe Deposit Box Rent Agreement", if at the end of the Safe Deposit Box rent term the Client releases the Safe Deposit Box in person.

### 3. RIGHTS AND OBLIGATIONS OF THE BANK

#### 3.1. The Bank is entitled to:

- 3.1.1. request the Client/Client's Representative to present documents before visiting the Safe Deposit Box;
- 3.1.2. request the Client/Client's Representative to submit to the Bank documents in accordance with the requirements of regulatory enactments of the Republic of Latvia, including, but not limited to, money laundering and terrorism and proliferation financing;
- 3.1.3. not to allow the Client to handle the Safe Deposit Box until the full fulfillment of the provisions provided for in the Agreement;
- 3.1.4. control access to the premises of Safe Deposit Boxes, as well as to ensure continuous video surveillance of the said premises with video recording;
- 3.1.5. refuse the Client's Representative access to the Safe Deposit Box if:
  - 3.1.5.1. the powers of the Client's Representative have not executed in accordance with Paragraph 2.1.6 of the Agreement or the Bank has information that the authorization has been terminated or signs of its forgery have been detected.
  - 3.1.5.2. if the Bank considers that further cooperation with the Client's Representative may affect the Bank's reputation.
- 3.1.6. refuse the Client/Client's Representative to access the Safe Deposit Box in the cases specified in the regulatory enactments of the Republic of Latvia and/or when it is requested by a state institution, state official or other institution and official specified in Paragraph 63(1) of Credit Institution Law.
- 3.1.7. unilaterally terminate the Agreement by notifying the Client thereof in writing 30 (thirty) days in advance, if the Client's activities do not comply with the provisions of the Agreement, the requirements of regulatory enactments of the Republic of Latvia or if the Bank considers that further cooperation with the Client may affect the Bank's reputation;
- 3.1.8. unilaterally terminate the Agreement immediately by notifying the Client in writing of the termination of the Agreement if JSC "Rietumu Banka" and Client agreement has been terminated or if preconditions have arisen providing the Bank with the right to unilaterally terminate JSC "Rietumu Banka" and Client agreement within the term and in accordance with the procedures specified therein, if between the Bank and the Client JSC "Rietumu Banka" and Client agreement has been concluded;
- 3.1.9. debit the Necessary Amount for the Extension of the Safe Deposit Box Rent Term from the Client's account in the Bank, if when signing the Agreement, the Client chose automatic extension of the Safe Deposit Box rent term;
- 3.1.10. to open the Safe Deposit Box without the Client's presence based on the "Confirmation of the Termination of the Individual Safe Deposit Box Rent Agreement" with a confirmation that the Safe Deposit Box is empty, which is executed in accordance with Paragraph 2.1.3 of the Agreement;
- 3.1.11. open the Safe Deposit Box without the Client's presence and transfer its contents to a separate bank storage in the following cases:
  - 3.1.11.1. if within 60 (sixty) days after the end of the rent term the Client does not empty the rented Safe Deposit Box, does not hand over the Safe Deposit Box keys to the Bank and has not extended the Safe Deposit Box rent term in accordance with Paragraph 2.1.4.2. of the Agreement;
  - 3.1.11.2. if within 60 (sixty) days from the date when the Bank sent a notice that the Agreement is terminated unilaterally, the Client has not released the rented Safe Deposit Box and has not handed over the keys of the Safe Deposit Box to the Bank;
  - 3.1.11.3. if in accordance with Paragraph 2.2.6 of the Agreement the Client did not provide the Necessary Amount for the Extension of the Safe Deposit Box Rent Term and has not extended the Safe Deposit Box rent term within 60 (sixty) days after the end of the rent term;
  - 3.1.11.4. if when opening the Safe Deposit Box in accordance with Paragraph 3.1.10. of the Agreement, the Safe Deposit Box is not empty.
- 3.1.12. impose penalties on the Client in accordance with the Tariffs;
- 3.1.13. keep the contents of the Safe Deposit Box until the full fulfillment of the Client's obligations, including the payment of penalties, if the Client does not observe the end date of the rent term. The Bank shall keep the Client's property, which was withdrawn from the Safe Deposit Box in accordance with the provisions of the Agreement, until the Client's request, but not longer than 10 (ten) years. After the expiration of this term, the property withdrawn from the Safe Deposit Box shall be transferred to free disposal of the Bank;

X

(Client's signature)

3.1.14. not to extend the Safe Deposit Box rent term if the Bank considers that the Client's activities do not comply with the provisions of the Agreement, the requirements of regulatory enactments of the Republic of Latvia or further cooperation with the Client or Client's Representative may affect the Bank's reputation or the Client did not provide the Necessary Amount for the Extension of the Safe Deposit Box Rent Term in accordance with Paragraph 2.2.6 of the Agreement;

3.1.15. not to terminate the Agreement and inform the Client thereof if the Client has outstanding contractual obligations with the Bank or if the conditions for termination of the Agreement are not met.

### **3.2. The Bank undertakes to:**

3.2.1. issue 2 (two) identical Safe Deposit Box keys to the Client after conclusion the Agreement;

3.2.2. limit a possibility of access of third parties to the Safe Deposit Box and the premises intended for the Client's individual work during the Client's visit;

3.2.3. to inform the Client about the non-extension of the Safe Deposit Box rent term, if the Bank does not extend the Safe Deposit Box rent term, as well as to refund to the Client the amount paid for the Safe Deposit Box rent term extension, if the Client paid for the Safe Deposit Box rent term extension in accordance with Paragraph 2.1.4.2. of the Agreement;

3.2.4. not to disclose to third parties information about the Client and the provisions of the Agreement, except the cases specified in the regulatory enactments of the Republic of Latvia.

## **4. COST OF RENT, RENT TERM AND SETTLEMENT PROCEDURE**

4.1. The rent term of the Safe Deposit Box shall begin on the rent commencement date and expires on the rent expiry date specified in the Agreement. If the last day of the rent term falls on a Bank's day off, the rent expiry day is considered to be the following business day of the Bank.

4.2. The Safe Deposit Box rent term shall be extended if the Necessary Amount for the Extension of the Safe Deposit Box Rent Term has been received/provided in time.

4.3. The fee for the Safe Deposit Box rent and storage of one or both Safe Deposit Box keys at the Bank shall be determined in accordance with the Tariffs on the day of signing the Agreement, but when extending the Safe Deposit Box rent term – in accordance with the Tariffs on the day the Client pays Necessary Amount for the Extension of the Safe Deposit Box Rent Term. The Necessary Amount for the Extension of the Safe Deposit Box Rent Term shall be determined in accordance with the Tariffs, which are valid on the last day of each rent term, if the Client chooses automatic extension of the Safe Deposit Box rent term.

4.4. The Client shall pay the rent fee and, if according to the Agreement Safe Deposit Box keys shall be stored at the Bank, the fee for the storage of keys at the Bank, in one payment on the day of signing the Agreement, but when extending the Safe Deposit Box rent term in accordance with Paragraph 2.1.4.2. of the Agreement – any day before the end of the Safe Deposit Box rent term. The date of receipt of the rent fee and, if the Client stores the keys at the Bank, the fee for storage of the keys at the Bank shall be considered the day when the funds are transferred to the account specified by the Bank.

4.5. The Bank shall debit from the Client's account the Necessary Amount for the Extension of the Safe Deposit Box Rent Term, if upon signing the Agreement, the Client chooses automatic extension of the Safe Deposit Box rent term.

4.6. In the event of early termination of the Agreement, the rent fee for the unused rent period of the Safe Deposit Box shall not be refunded.

## **5. TRANSFER OF RIGHTS AND OBLIGATIONS OF THE CLIENT**

5.1. In the event of the Client's death his rights and obligations shall be overtaken by his legatee, pursuant to and following presentation of documents confirming the inheritance rights.

5.2. In the event of liquidation or reorganization of the Client, its rights and obligations shall be overtaken by its assignee, pursuant to and following presentation of the corresponding documents to the Bank.

5.3. In the event of absence of the Client's legatee or assignee, the Bank shall dispose with the content of such Client's Safe Deposit Box in accordance with regulatory enactments of the Republic of Latvia.

## **6. RESPONSIBILITY OF THE PARTIES**

6.1. Responsibility of the Parties is established by the Agreement in accordance with regulatory enactments of the Republic of Latvia.

6.2. The Client shall be fully materially responsible for any losses that might incur to the Bank and/or third parties as a result of impact of the items placed by the Client in the Safe Deposit Box.

6.3. The Client shall be responsible for the consequences which may occur as a result of failure to provide the information in a timely or appropriate manner.

6.4. The Client shall be responsible for the veracity of the confirmation referred to in Paragraph 2.1.3. of the Agreement when using the right to terminate the Agreement electronically referred to in Paragraph 2.1.3. of the Agreement.

6.5. The Bank shall not be responsible for the safekeeping of the items placed in the Safe Deposit Box by the Client.

6.6. The Bank shall not be responsible for any losses that might incur to the Client in the event of force-majeure circumstances, i.e. such extraordinary and unavoidable circumstances which make the execution of the obligations under the Agreement complicated or impossible.

The payment of the penalties does not release the Client from its obligations under the Agreement.

X

(Client's signature)

## 7. RESOLUTION OF DISPUTES

7.1. All disputes that may arise between the Parties concerning the Agreement shall be settled through negotiations. If the Parties fail to achieve consensus through negotiations, dispute shall be resolved, per claimant's choice, in a court of law of the Republic of Latvia or in the Baltic International Arbitration Court in Riga, registered in in the Arbitration Registry with No. 40003759437. For purposes of this Paragraph, the subject matter of the disputes and disagreements includes, but is not limited to, claims arising out of or in connection with the Agreement and/or its performance, amendment, infringement, termination, legality, validity, interpretation, payment of the contractual penalty and remuneration, indemnification of the Bank's losses and securing such claims.

7.2. The dispute shall be settled in accordance with the regulatory enactments of the Republic of Latvia without the conflict of laws rules.

7.3. In the event the Client has a status of consumer in accordance with the regulatory enactments of the Republic of Latvia the dispute shall be resolved in the court of law of the Republic of Latvia.

7.4. If the respective dispute is submitted to the Baltic International Arbitration Court in Riga, such dispute shall be considered pursuant to the statutes of the Court of Arbitration. The provisions of the Rules of statutes are considered to be included in this Paragraph of the Agreement. The decision of the Court of Arbitration is final, without option for appeal and is binding for the Parties. Number of arbitrators - 1 (one). The Arbitrator shall be selected in accordance with the procedure specified in the Rules of statutes of the Baltic International Arbitration Court. The language of proceeding of the dispute submitted to the Baltic International Arbitration Court shall be Latvian.

## 8. FINAL PROVISIONS

8.1. The Agreement and legal relationships between the Parties are governed by the substantive norms of law of Republic of Latvia.

8.2. By submitting to the Bank any personal data and information about natural persons, the Client confirms that:

8.2.1. The Client shall be entitled to transfer to the Bank all personal data submitted by the Client and shall comply with the requirements of the personal data protection laws applicable to the Client;

8.2.2. The Client has duly informed and received in advance appropriate consent of the natural persons for the transfer of their personal data to the Bank and further processing of such personal data by the Bank for purposes related to servicing the Client under the Agreement and fulfillment of the Bank's legal obligations and fulfillment of the Bank's legitimate interests in relation to the provision of services to the Client;

8.2.3. The Client undertakes to submit, upon request of the Bank, documentary confirmation of consent or other legal grounds for the transfer of personal data to the Bank without delay, but not later than within 5 (five) business days of receipt of the Bank's request;

8.2.4. The Client and all Client's Representatives are acquainted with the current version of the "Client personal data protection notice" published on the Bank's website [www.rietumu.com](http://www.rietumu.com) and agree to it. The Client has notified all natural persons whose personal data he has transferred to the Bank about the "Client personal data protection notice" and ensures their consent to this document. The Bank is entitled to change the wording of this declaration unilaterally without notice;

8.2.5. The Client shall be liable to the Bank for any breach of Paragraph 8.2.1.-8.2.4. as well as any related consequences, including but not limited to claims by natural persons or supervisory authorities against the Bank. The Client shall fully cooperate with the Bank to confirm the lawfulness of the processing of personal data transferred by the Client to the Bank. The Client shall ensure that the Bank is protected from any claims of the natural persons related to the Client with regard to the processing of personal data and shall ensure full compensation of the Bank for the losses incurred by the Bank from such claims;

8.3. The Client confirms that the Bank is entitled to use communication channels, including but not limited to Client's internet banking, mail, e-mail, telephone and fax, when transferring any information related to the Client, to the Client's Representatives and the Client himself. The Bank shall not be liable for any losses related to unauthorized access and/or unauthorized use of this information by third parties against the Client's interests.

8.4. The Agreement shall enter into force as of the moment it is signed by the Parties and shall be valid until the rent term expiration and complete fulfilment of the obligations by the Parties specified in the Agreement.

8.5. Upon request and/or on a regular basis, the Bank collects, processes and provides data and information to state institutions on Clients who use Safe Deposit Box services, as well as on concluded Safe Deposit Box rent Agreements based on the requirements of regulatory enactments.

8.6. If any provision of the Agreement be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable.

8.7. The Agreement is executed in 2 (two) identical copies, 1 (one) copy to each Party, copies have equal legal force.

## 9. BANK DETAILS AND SIGNATURES OF THE PARTIES

### BANK DETAILS

Beneficiary: JSC "Rietumu Banka"

Reg.No. 40003074497

Account No.: LV66 RTMB 0000 0009 1496 3

Beneficiary bank: JSC "Rietumu Banka"

Beneficiary bank SWIFT code: RTMBLV2X

Client represented by \_\_\_\_\_

(name, surname)

Bank represented by \_\_\_\_\_

(name, surname)

X

(signature)

X

(signature)