



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

ORDER FOR LETTER OF GUARANTEE

Date / / 20

Approved by the Board of JSC "Rietumu Banka", Minutes No. 13, 12.04.2019

COMPLETE IN BLOCK CAPITALS

Client _____
(corporate entity: full name / private individual: name, surname)

Current account with JSC "Rietumu Banka" No.

Passport / Identity document / Registration No. Date of birth / /
(day/month/year)

Address _____

Financial security account for ensuring the Letter of Guarantee with JSC "Rietumu Banka" No.

(TO BE COMPLETED BY BANK EMPLOYEE)

1. Please issue the following Letter of Guarantee at the Client's expense, complying with the following instructions:

- payment guarantee performance guarantee advanced payment guarantee
 tender guarantee another Letter of Guarantee _____

2. Please issue the Letter of Guarantee:

In favour of Beneficiary (the guarantee holder) _____
(name, surname / full name)

Passport / Identity document / Registration No. Date of birth / /
(day/month/year)

Address _____

Amount _____ Currency
(the amount of the Letter of Guarantee in figures)

Amount and currency _____
(in words)

Ratio expressed as percentage of the total amount stated in the agreement %

3. The Letter of Guarantee secures the performance of the liabilities in accordance with:

Document name and number _____
(agreement, tender documentation, other document)

Date / / 20

Additional information _____

4. Term of the Letter of Guarantee:

The Letter of Guarantee is valid from* / / 20 The Letter of Guarantee expires on / / 20
* no earlier than the date of issue of the Letter of Guarantee

5. Issue the Letter of Guarantee:

via SWIFT system _____
(full name of the Beneficiary's bank, SWIFT code)

in paper form _____
(name, surname / full name, delivery address of the Letter of Guarantee)

6. Language of the Letter of Guarantee* (choose one): Latvian Russian English

* The Letter of Guarantee is available only in English when issuing it via SWIFT system

7. Preconditions for issuing the Letter of Guarantee

- 7.1. Crediting of the amount of the Letter of Guarantee to the financial security account.
- 7.2. Payment of the commission fee.

X _____
(Client's signature)

8. The Bank is entitled to

8.1. Without further authorization and without filing any additional documents on the basis of this Order transfer the funds in the amount of the Letter of Guarantee, which will be used as a security of the Letter of Guarantee, from the Client current account with the Bank to the financial security account. The corresponding amount of funds transferred to the financial security account in accordance with the provisions of this clause is deposited on the account:

- 1) up to 7 (seven) days after the expiry of the term of the Letter of Guarantee, or;
- 2) until the Bank has exercised the right specified in Clause 10.

8.2. Write off the commission fees from the Client current account for considering, preparing and issuing of the Letter of Guarantee, as well as all other possible commissions in the amount of the Letter of Guarantee in line with the tariffs of the Bank.

9. Financial security

9.1. The Client pledges to the Bank all his/her existing and future financial resources (money, except banknotes and coins) as a financial security in the amount of the Letter of Guarantee in any and all currencies available on the financial security account.

9.2. The financial security ensures the discharge of claims (Secured financial liabilities), that the Beneficiary (the guarantee holder) can bring against the Bank in accordance with the Letter of Guarantee.

9.3. The financial security guarantees the payment of any and all claims, arising from the Letter of Guarantee.

9.4. The Client is liable to the extent of the financial security for the required and reasonable expenses, incurred by the Bank as a result of the Letter of Guarantee.

9.5. The Bank blocks the security and the Client is not entitled to use the financial security until the Bank is released from its liabilities in accordance with the issued Letter of Guarantee.

9.6. If the financial security fails to cover all Secured financial liabilities, expenses and/or losses incurred by the Bank as a result of the Letter of Guarantee, the Bank is entitled to initiate a recovery procedure on all Client property in the amount required to cover Secured financial liabilities, the Bank's expenses and losses.

10. The usage of the Letter of Guarantee

10.1. If the Bank receives the Beneficiary's (the guarantee holder's) claim and/or demand to make a payment in accordance with the issued Letter of guarantee, the Bank settles the claim and/or payment obligation, made by the Beneficiary (the guarantee holder) from own funds (expenses of the Bank), and afterwards immediately without further authorization exercises the financial security, and writes off funds from the financial security account (without filing any additional documents) in amount which is necessary to cover the above-stated expenses of the Bank (as well as all related commission fees).

10.2. If the funds on the financial security account are insufficient to repay the above-stated expenses of the Bank (as well as all related commission fees), the Bank is entitled to bring the recovery proceedings against the Client's property in accordance with Clause 9.6.

11. Representations and Warranties of the Client

11.1. The Client is the sole legal owner of the financial security and is entitled to dispose of it on his/her own discretion.

11.2. The Client confirms that the financial security neither as an aggregation of property, nor a separate part of the financial security as a part of an aggregation of property has been pledged, alienated to third persons, restricted or seized, as well as no encumbrances and restrictions are imposed on it, and the financial security has not been disputed, and that the above-mentioned activities will not be carried out during the term of this Order without a prior written permission of the Bank.

12. Applicable Law and Dispute Settlement

12.1. The relationship between the Bank and the Client is governed by the laws of the Republic of Latvia.

12.2. The dispute between the Client (a non-resident of the Republic of Latvia) and the Bank is referred to the Riga City Vidzeme Suburbs court or the Baltic International Arbitration Court in Riga at the plaintiff's choice. Dispute between the Client (a resident of the Republic of Latvia) and the Bank is referred to the respective competent public court of the Republic of Latvia or the Baltic International Arbitration Court in Riga at the plaintiff's choice.

12.3. If the dispute is referred to the Baltic International Arbitration Court in Riga, it is settled in accordance with the Rules of the Baltic International Arbitration Court in Riga. The provisions of the Rules of the Baltic International Arbitration Court in Riga are incorporated in this Order. The arbitral award is final, cannot be appealed and is binding upon the Parties. Number of arbitrators – 1 (one). The arbitrator is appointed in accordance with the procedure established by the Baltic International Arbitration Court. The dispute referred to the Baltic International Arbitration Court is resolved in Latvian.

The Bank processes the personal data of private individuals (hereinafter – data) in accordance with the laws of the Republic of Latvia and the European Union.

Full information on the processing of data by the Bank, the purposes, legal basis of the processing, data recipients, the transmission and transfer of data, the rights and obligations of the data subject, and other information regarding the data processing is included in the Client Personal Data Processing Notice, whose current wording is published on www.rietumu.com. The Client confirms that he/she has read the above document, is informed on its conditions, and is aware of that the Bank is entitled to unilaterally amend the Client Personal Data Processing Notice.

X

(Client's signature)

If the Client or any of his/her representatives transfer to the Bank the data of private individuals and/or documents comprising data, the Client and his/her representatives certify and guarantee that:

- they are entitled to transfer the data of these persons to the Bank and comply with the requirements of the data protection laws;
- persons whose data were transferred to the Bank were informed on the data processing by the Bank and have given consent or otherwise permitted the processing of their data. The Client and his/her representatives have presented the Client Personal Data Processing Notice to these persons;
- upon the Bank's request the Client and his/her representatives would immediately provide the Bank with the documents approving the consent or any other permission given by the respective person to the transferring and processing of the data by the Bank, or a document approving other grounds for transferring and processing of the data in the Bank.

The Client and his/her representatives are liable for the claims of any private individuals against the Bank, and losses related thereto, and the sanctions imposed by competent institutions, if any.

The Bank is not liable for any actions of third parties, including for further disclosure, use, storage or transferring of the data, to whom in relation to the provision of services by the Bank, the fulfilment by the Bank of its lawful obligations and the Bank's legitimate interests, the data of the Client or private individuals related with him/her were transferred and/or disclosed. Information on the Client may be disclosed to other parties to a transaction and other persons in accordance with the Client Personal Data Processing Notice.

The Client and his/her representatives agree that for communication and exchange of data with them or other persons involved in the reviewing and ensuring of the transaction, the Bank is entitled to use public communication channels, including electronic mail, phone, mail and other means of communication. The Client and his/her representatives assume all risks that are related to the technique and security of the data transfer. The Bank is not liable for losses incurred in relation to unlawful access to the transferred information.

In order to verify or receive additional information, the Bank is entitled to use private or public registers, including to request information on the Client from the credit information bureau (kreditinformācijas birojs).

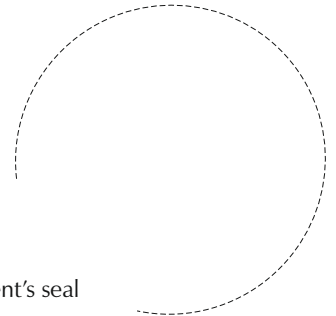
I acknowledge that I have read and agree to the Terms and Conditions of JSC "Rietumu Banka" and Client Agreement and the Bank's tariffs.

Client represented by _____
(name, surname)

X _____
(signature)

Rietumu ID Test-key

Client's seal



TO BE COMPLETED BY BANK EMPLOYEE

I confirm the identity and signature of the Client or the Client's Representative

Passport / ID document No.

(name, surname) X _____ (signature) Date / / 20

Liabilities of the Bank:

The Bank agrees with the contents of this Order and treats it as a binding agreement between the Client and the Bank.
The Bank in accordance with this Order recognised as an agreement issues to the Client

Letter of Guarantee No. _____
