

Likvidējamā ABLV Bank, AS  
Skanstes iela 7 k-1,  
Rīga, LV-1013, Latvija

Tel: +371 6777 5555  
Fakss: +371 6777 5200  
E-pasts: info@ablv.com

[www.ablv.com](http://www.ablv.com)



**A B L V**

## **General Terms of Liquidation of ABLV Bank, AS in Liquidation**

---

A1. Application .....	3
A2. Termination of the Provision of Financial Services of the Credit Institution in Liquidation .....	4
A3. Amendment of Terms .....	5
A4. Creditor's Identification and Proxy .....	6
A5. The Procedure of Lodging, Examination and Admission of Creditor's Claim .....	7
A6. Creditor Rights to Assign the Claim against the Credit Institution in Liquidation to a Third Party .....	9
A7. General Procedure for Payment of Creditor's Claims .....	10
A8. Creditor's Claim Extinguishment by Set-off .....	12
A9. Property of Third Parties .....	13
A10. Processing and Confidentiality of Personal Data of Individuals .....	15
A11. Notices and Information Exchange .....	17
A12. Special Terms of Using Internetbank .....	18
A13. The Creditor's Obligation of Cooperation and the Compliance Requirements .....	20
A14. Legal Enactments and Procedures of Disputes Resolution .....	21

**A1. Application**

- A1.1. These General Terms of Liquidation of ABLV Bank, AS in liquidation (hereinafter referred to as the *Terms*) govern the procedure according to which ABLV Bank, AS in liquidation (registered with the Commercial Register of the Register of Enterprises of the Republic of Latvia under No. 50003149401, having its registered address at Building 1, 7 Skanstes Street, Riga, LV-1013, hereinafter referred to as the *Credit Institution in Liquidation*) accepts, examines and satisfies the claims of individuals, legal entities, partnerships, foundations and other persons (hereinafter referred to as the *Creditors*) against the *Credit Institution in Liquidation* within the process of voluntary liquidation.
- A1.2. Upon lodging of the *Creditor's* claim to the *Credit Institution in Liquidation*, the *Creditor* confirms that it has read the *Terms*, agrees thereto and recognises them as binding upon itself.
- A1.3. These *Terms* regulate relations between and are binding for the mutual legal relations of the *Credit Institution in Liquidation* and the *Creditor* within the process of voluntary liquidation.
- A1.4. Current version of the *Terms*, General Terms of Business and *Rates and Charges* of the *Credit Institution in Liquidation* are available for the *Creditor* on the website of the *Credit Institution in Liquidation* [www.ablv.com](http://www.ablv.com) or at the premises of the *Credit Institution in Liquidation* during the working hours of the *Credit Institution in Liquidation* set for *Creditors* servicing (hereinafter referred to as the working hours of the *Credit Institution in Liquidation*). In case of uncertainties the *Creditor* can call at +371 6777 5555 during the working hours of the *Credit Institution in Liquidation* to receive consultation. The working hours of the *Credit Institution in Liquidation* set for *Creditors* servicing are indicated on the website of the *Credit Institution in Liquidation* [www.ablv.com](http://www.ablv.com).
- A1.5. The headings and table of contents provided herein are for convenience of reference only and shall not affect construction or interpretation of these *Terms*.
- A1.6. These *Terms* enter into effect on June 18, 2018.
- A1.7. The terms used in the *Terms* have the same meaning as the terms used in the General Terms of Business of the *Credit Institution in Liquidation* unless these *Terms* contain special terms with different meaning.
- A1.8. Should any clause of these *Terms* become void because of amendments to the normative acts, other clauses of these *Terms* shall remain in full force and effect, and this being the case the *Terms* shall apply in accordance with the requirements of the effective normative acts.
- A1.9. Should the services not meeting the criteria of financial services be rendered to the persons by the *Credit Institution in Liquidation* after these *Terms* become effective and should those persons have outstanding obligations to the *Credit Institution in Liquidation* that have become due, the *Credit Institution in Liquidation* shall be entitled to stop rendering such services (including provision of different statements) until the said obligations are completely discharged by the respective person.

**A2. Termination of the Provision of Financial Services of the Credit Institution in Liquidation**

- A2.1. This Section of the *Terms* shall enter into force on the date the European Central Bank takes a decision to cancel the license of the *Credit Institution in Liquidation*.
- A2.2. From the moment this Section of the *Terms* enters into force, the *Credit Institution in Liquidation* terminates the provision of financial services to new clients.
- A2.3. After this Section of the *Terms* enters into force, the *Credit Institution in Liquidation* continues provision of financial services to persons with whom the *Credit Institution in Liquidation* has entered into contractual relationships before the entry of the *Terms* into force, considering the scope and procedure provided:
- a) in applicable normative acts;
  - b) in the General Terms of Business of the Credit Institution in Liquidation, unless these Terms provide special regulations.
- A2.4. If a person to which financial services are continued to be rendered by the *Credit Institution in Liquidation* has outstanding obligations to the *Credit Institution in Liquidation* and those obligations have become due, the *Credit Institution in Liquidation* shall be entitled to abstain from executing such person's orders regarding financial services (including the orders for sale/transfer of financial instruments) until the said obligations are completely discharged by the respective person. This clause of the *Terms* shall be applicable regardless the decision made by the European Central Bank on annulment of the license of the *Credit Institution in Liquidation*.
- A2.5. From the moment this Section of the *Terms* enters into force, the *Credit Institution in Liquidation* terminates provision of financial service "Current Account Opening and Service" and related services, as well as closes current accounts for all persons to whom the *Credit Institution in Liquidation* had opened such accounts before the date of entry into force of the *Terms*.
- A2.6. If at the moment of closing a current account the current account's balance is positive, the *Creditor* is entitled to lodge a claim for these funds to the *Credit Institution in Liquidation* in accordance with the procedure provided in the *Terms*.
- A2.7. The *Credit Institution in Liquidation* is entitled to send to the *Creditor* via *Internetbank* information about the current account balance on the closing day of the current account.

**A3. Amendment of Terms**

- A3.1. The *Credit Institution in Liquidation* is entitled to unilaterally amend the *Terms*. The *Credit Institution in Liquidation* will notify the *Creditor* of any such amendments to the *Terms* at the website of the *Credit Institution in Liquidation* **www.ablv.com** (publishing the text of the *Terms*).
- A3.2. The *Credit Institution in Liquidation* shall be entitled to inform the *Creditor* of such amendments to the *Terms* individually by means of a respective *Notice* or via *Internetbank*.
- A3.3. Amendments to the *Terms* shall enter into effect and become binding to the *Creditor* on the following day after the date of notification at the *Credit Institution in Liquidation* website **www.ablv.com**, unless such amendments to the *Terms* or legal enactments of the Republic of Latvia provide for a different term of entering into effect. The *Credit Institution in Liquidation* shall not be responsible for the *Creditor's* losses or other expenses, should the *Creditor* fail to familiarize itself with amendments to the *Terms*.
- A3.4. Amendments to the *Terms* are not applicable to the legal relationship of the *Credit Institution in Liquidation* and *Creditor* that have been terminated before the date of entry into force of the amendments to the *Terms*.

**A4. Creditor's Identification and Proxy**

- A4.1. During the examination of the submitted *Creditor's* claim, the *Credit Institution in Liquidation* shall identify the *Creditor* and the *Creditor's Representative* and check the adequacy of the scope of representation in accordance with the requirements of the legal acts of the Republic of Latvia and the requirements of the *Credit Institution in Liquidation*.
- A4.2. The *Creditor* is obliged to ensure that, during the period of validity of the existing legal relationship between the *Creditor* and the *Credit Institution in Liquidation*, the *Credit Institution in Liquidation* has at its disposal the documents that enable the identification of the *Creditor* and the *Creditor's Representative* in accordance with the requirements of the legal acts of the Republic of Latvia and the requirements of the *Credit Institution in Liquidation*.
- A4.3. In relations with the *Credit Institution in Liquidation*, the *Creditor* shall act personally or through its official or a person acting in the name and for the benefit of the *Creditor* on the basis of law, court decision or other public law basis, or through a third party authorized by the *Creditor* to sign and lodge the claim, as well as to communicate with the *Credit Institution in Liquidation* on behalf of the *Creditor* (in the *Terms* referred to as the *Representative*). The authorization issued to a third party shall be executed in the form of a notarized Power of Attorney.
- A4.4. If the *Creditor's* claim lodged to the *Credit Institution in Liquidation* is signed on behalf of the *Creditor* by the *Creditor's* representative on the basis of a power of attorney, such *Creditor's* claim shall be supplemented with a notarized Power of Attorney. If such authorization is not attached, the *Credit Institution in Liquidation* shall be entitled to reject the claim.
- A4.5. A Power of Attorney submitted to the *Credit Institution in Liquidation* shall be considered valid in relationships between the *Creditor* and the *Credit Institution in Liquidation* until the moment, when the *Creditor* submits a written revocation of such power of attorney to the *Credit Institution in Liquidation* or the *Creditor's Representative* submits a written cancellation of the power of attorney to the *Credit Institution in Liquidation*, in both cases provided that rights of representation or attorney of the *Creditor's Representative* are revoked as of the moment the *Credit Institution in Liquidation* accepts the relevant termination of authorization, or validity of such Power of Attorney expires. The *Credit Institution in Liquidation* shall not be responsible for the losses or other expenses of the *Creditor*, if the authorization is revoked or cancelled and the *Credit Institution in Liquidation* has not been notified thereof in writing or the *Creditor* has not submitted valid authorization documents of the *Creditor's Representative* to the *Credit Institution in Liquidation*.
- A4.6. Where a legal entity represents the *Creditor* in relations with the *Credit Institution in Liquidation*, the document evidencing the active status and officials of this legal entity shall be submitted by the *Creditor* at least once per 2 years. The rights of the official of the legal entity to represent the *Creditor* in relations with the *Credit Institution in Liquidation* shall be extended for 2 years from the date of issue of the document evidencing the active status and officials of the legal entity.
- A4.7. Where the *Creditor's* representative acts on the basis of substitution of the *Creditor's* representative (assignment), then the powers of such *Creditor's* representative shall be considered valid, if the powers of the primary representative are valid, or where a Power of Attorney of a similar content has been issued to the primary attorney and the assignment has no stated term of validity.
- A4.8. The *Creditor* is obliged to ensure that, during the period of validity of the existing legal relationship between the *Creditor* and the *Credit Institution in Liquidation*, the *Credit Institution in Liquidation* has at its disposal the documents certifying the powers of the *Creditor's Representatives* to act on behalf of the *Creditor* and allow to verify the active status and officials of the *Creditor* and the *Creditor's Representatives*.
- A4.9. The *Credit Institution in Liquidation* shall be entitled to request and the *Creditor* and the *Creditor's Representative* shall be obliged to provide the documents confirming the veracity of the information provided by the *Creditor* and the *Creditor's Representative*, as well as their signature samples and a specimen of the seal imprint (where so available).
- A4.10. The *Credit Institution in Liquidation* shall compare the signature and the seal imprint, if any, of the *Creditor* or the *Creditor's Representative* in a signed document with the signature samples and a specimen of the seal imprint submitted to the *Credit Institution in Liquidation*. In making such a comparison, the *Credit Institution in Liquidation* shall not be obliged to take the colour of the seal imprint into account.
- A4.11. If the *Creditor* does not provide the *Credit Institution in Liquidation* with the documents proving the identification of the *Creditor* and/or the *Creditor's Representative*, the active status and rights of representation, or the submitted documents are invalid, incomplete and do not comply with the requirements of the legal acts of the Republic of Latvia and the requirements of the *Credit Institution in Liquidation*, the *Credit Institution in Liquidation* refuses to communicate with the *Creditor* and the *Creditor's Representative* and acts in accordance with clauses A12.4 and A13.3 of the *Rules*. Communication and access to the *Internetbank* shall be restored after these documents or additions to documents are submitted to the *Credit Institution in Liquidation* by the *Creditor*, including the *Acquiring Creditor*, and/or the *Creditor's Representative* and after the compliance of the submitted documents with the requirements of the legal acts of the Republic of Latvia and the requirements of the *Credit Institution in Liquidation* is assessed by the *Credit Institution in Liquidation*.

**A5. The Procedure of Lodging, Examination and Admission of Creditor's Claim**

- A5.1. The *Creditor* shall lodge the *Creditor's* claim to the *Credit Institution in Liquidation* in accordance with the procedure laid down in the Credit Institution Law of the Republic of Latvia, indications included in the call for lodging of the *Creditor's* claim of the *Credit Institution in Liquidation*, as well as additional conditions stipulated in the *Terms*. Pursuant to Paragraph 78 of the Transitional Provisions of the Credit Institution Law, the version of the Credit Institution Law effective until 14 November 2018 (inclusive), including provisions of Sections 192–195 of that version of the Credit Institution Law (hereinafter — the Credit Institution Law), shall be applicable to the legal relations between the *Creditor* and the *Credit Institution in Liquidation*.
- A5.2. The *Creditor* shall submit its claim to the *Credit Institution in Liquidation* using a special-purpose template drawn-up by the *Credit Institution in Liquidation*, which is available on the website of the *Credit Institution in Liquidation*, or in free form. A claim lodged in a free form should contain all the information as the template, as well as the documents stated in the form to be enclosed thereto shall be enclosed to the claim.
- A5.3. The *Creditor's* claim should be lodged to the *Credit Institution in Liquidation* within 3 (three) months from the moment when the liquidators of the *Credit Institution in Liquidation* have published in the official journal "Latvijas Vēstnesis" and on the website of the *Credit Institution in Liquidation* [www.ablv.com](http://www.ablv.com) a notice on launching the voluntary liquidation process of the *Credit Institution in Liquidation*.
- A5.4. The following information should be included in the *Creditor's* claim:
- identification data of the *Creditor*;
  - contact data of the *Creditor*;
  - amount of the *Creditor's* claim (principal claim, claim for payment of interest and other ancillary claims);
  - bank details for payment of funds for the satisfaction of the *Creditor's* claim;
  - documents attesting rights of the *Creditor's* claim to the *Credit Institution in Liquidation*;
  - information about the *Creditor's Representatives* (if any).
- A5.5. The *Creditor* or its representative, provided the latter presents a notarized power of attorney, shall submit the *Creditor's* claim to the *Credit Institution in Liquidation* in person. The *Creditor's* claim may be submitted at the office of the *Credit Institution in Liquidation* at Building 1, 7 Skanstes Street, Riga only.
- A5.6. With regard to the signing of the *Creditor's* claim, the following procedure shall be complied with:
- the *Creditor* or its representative shall sign the *Creditor's* claim before an authorized representative of the *Credit Institution in Liquidation*, who shall identify the *Creditor* or its representative and certify the *Creditor's* or its representative's signature on the *Creditor's* claim, or
  - the signature of the *Creditor* or the *Creditor's* representative on the *Creditor's* claim shall be certified by a sworn notary.
- A5.7. When the liquidators of the *Credit Institution in Liquidation* identify that the submitted *Creditor's* claim and the attachments thereto contain sufficient information for assessment of such claim, the liquidators of the *Credit Institution in Liquidation* shall assess the submitted claim and take a decision on the admission of the *Creditor's* claim in full, the admission of a claim in part, or the rejection of a claim. The *Creditor* shall be notified about the decision made by the liquidators of the *Credit Institution in Liquidation*.
- A5.8. Under assessment of the *Creditor's* claims concerning particular types of obligations of the *Credit Institution in Liquidation*, the liquidators of the *Credit Institution in Liquidation* shall follow the rules stated below.
- A5.8.1. In case of subordinated bonds issued by the *Credit Institution in Liquidation*:
- value of subordinated bonds equal to the initial placement price of the issue shall be admitted as principal claim;
  - accrued income from the discount amortization shall be only admitted to the amount accrued for the period ending on (and inclusive of) 18.02.2018;
  - accrued interest income shall be only admitted to the amount accrued for the period ending on (and inclusive of) 18.02.2018.
- A5.8.2. In case of subordinated loans to the *Credit Institution in Liquidation*:
- loan principal shall be admitted as principal claim;
  - accrued interest income shall be only admitted to the amount accrued for the period ending on (and inclusive of) 18.02.2018.
- A5.8.3. In case of straight bonds issued by the *Credit Institution in Liquidation*:
- nominal value of the bonds shall be admitted as principal claim;
  - accrued interest income shall be only admitted to the amount accrued for the period ending on (and inclusive of) 12.06.2018.
- A5.8.4. In case of term deposits with the *Credit Institution in Liquidation*:
- term deposit principal shall be admitted as principal claim;
  - accrued interest income shall be only admitted to the amount accrued for the period ending on (and inclusive of) 12.06.2018.
- A5.9. In case the liquidators of the *Credit Institution in Liquidation* identify deficiencies in the submitted *Creditor's* claim (incomplete or incorrectly filled in *Creditor's* claim, deficiencies in the documents attached to the *Creditor's* claim), the liquidators of the *Credit Institution in Liquidation* shall notify the *Creditor* by sending a written notification to the *Creditor's*

mailing address, which is indicated in the part of the *Creditor's* claim "Contact data of the *Creditor*" or in the *Internetbank* and/or by e-mail (if the *Creditor* previously had given its consent to such information receipt in the *Internetbank* or by e-mail), also stating the deadline for remedying the deficiencies.

- A5.10. The *Creditor* shall be obliged within the deadline set by the liquidators to remedy the deficiencies identified by the liquidators of the *Credit Institution in Liquidation* in the *Creditor's* claim.
- A5.11. If the *Creditor* submits the *Creditor's* claim after the deadline specified in clause A5.3 of the *Terms*, then such *Creditor's* claim shall be deemed to be submitted after the deadline laid down in the law and shall be satisfied as lower-rank claim in accordance with the Credit Institution Law. If the *Creditor* does not remedy the identified deficiencies in the *Creditor's* claim (clause A5.10 of the *Terms*), the *Credit Institution in Liquidation* shall be entitled to reject the *Creditor's* claim. This being the case, the *Creditor* shall be entitled to lodge new *Creditor's* claim, and, following the admission, such claim shall be satisfied as the claim falling into the group stated in Clause 3 of Section 193 of the Credit Institution Law.
- A5.12. If the liquidators of the *Credit Institution in Liquidation* have admitted the *Creditor's* claim, disbursement of funds to satisfy the *Creditor's* claim shall be done in the order provided for in Sections 192 and 193 of the Credit Institution Law.
- A5.13. Disbursement of funds to satisfy the *Creditor's* claim may be postponed or declined, if there are certain impediments for such disbursement set forth in the normative acts, including the normative acts stipulating the requirements for the prevention of money laundering and terrorism and proliferation financing.
- A5.14. At the moment of payment of the *Creditor's* claim, the *Credit Institution in Liquidation* shall withhold taxes from the *Creditor's* claim amount according to the procedure and rate set forth in the normative acts of the Republic of Latvia. The *Credit Institution in Liquidation* shall not be responsible for payment of taxes where the procedure set forth in the normative acts of the Republic of Latvia does not stipulate the obligation of the *Credit Institution in Liquidation* to calculate and withhold the tax amount before payment of the *Creditor's* claim.
- A5.15. In accordance with the procedure set forth in the normative acts, the *Creditor's* claim against the *Credit Institution in Liquidation* may be transferred to another person (e.g., under assignment, reorganization, redomiciliation or liquidation of the *Creditor* (legal entity), inheritance, alienation of the bonds issued by the *Credit Institution in Liquidation*, or on other instances). This being the case, the former *Creditor* (hereinafter referred to as the *Former Creditor*) or the acquiring *Creditor* (hereinafter referred to as the *Acquiring Creditor*) shall inform the *Credit Institution in Liquidation* about the transfer of the *Creditor's* claim, enclosing the documents supporting such transfer. In case of redomiciliation (change of the legal entity's jurisdiction / country of registration) the documents supporting the transfer shall be accompanied by the documents evidencing the *Creditor's* exclusion or removal from the register of the country of registration and the registration in other jurisdiction, as well as containing the information on the registration data of the *Creditor* in the former and the new country of registration. The *Credit Institution in Liquidation* shall be entitled to apply the fee for consideration of the documents supporting the transfer of the *Creditor's* claim in accordance with the *Rates and Charges*. The *Credit Institution in Liquidation* shall consider such documents only after the said fee is paid by the *Creditor* to the *Credit Institution in Liquidation*.
- A5.16. After the *Creditor's* claim is transferred from the *Former Creditor* to the *Acquiring Creditor*, the *Acquiring Creditor* shall lodge the *Creditor's* claim to the *Credit Institution in Liquidation*. There is no need to revoke the *Creditor's* claim lodged by the *Former Creditor*.
- A5.17. After the *Creditor's* claim is lodged to the *Credit Institution in Liquidation* by the *Acquiring Creditor* and such claim is admitted by the *Credit Institution in Liquidation*, the *Acquiring Creditor* shall acquire all rights of the *Former Creditor* against the *Credit Institution in Liquidation*. The rights against the *Credit Institution in Liquidation* acquired by the *Acquiring Creditor* as a result of transfer of the *Creditor's* claim shall not exceed those initially set forth in the agreements made between the *Credit Institution in Liquidation* and the *Former Creditor*.
- A5.18. The rank assigned by the *Credit Institution in Liquidation* to the claim of the *Acquiring Creditor* taken over by the *Acquiring Creditor* from the *Former Creditor* shall be the same as the rank determined by the *Credit Institution in Liquidation* for the *Creditor's* claim lodged by the *Former Creditor*.
- A5.19. The amount of the *Creditor's* claim admitted by the *Credit Institution in Liquidation* shall be paid by the *Credit Institution in Liquidation* to the *Acquiring Creditor* after the *Compliance Condition* (see section A7 of the *Terms*) is met with regard to both the *Former Creditor* and the *Acquiring Creditor*. In case of multiple transfers of the *Creditor's* claim against the *Credit Institution in Liquidation*, i.e., from several *Former Creditors* to several *Acquiring Creditors*, the *Compliance Condition* is to be met with regard to all *Former Creditors* and *Acquiring Creditors*.
- A5.20. Should the *Credit Institution in Liquidation* have a counterclaim against the *Former Creditor* or the *Acquiring Creditor* after the transfer of the *Creditor's* claim from the *Former Creditor* to the *Acquiring Creditor*, the *Credit Institution in Liquidation* shall be entitled to extinguish the claim of the *Acquiring Creditor* against the *Credit Institution in Liquidation* in accordance with the procedure set forth in clauses A8.7–A8.11 of the *Terms* below.
- A5.21. Where the transfer of claim is regulated by normative acts of other countries (e.g., reorganization, redomiciliation, liquidation, insolvency of the creditor, etc.), the contents and form of all documents submitted with regard to such transfer of claim shall comply with the requirements of that country's normative acts regulating the transfer of claim. In addition to the documents submitted by the *Acquiring Creditor*, the *Credit Institution in Liquidation* shall be entitled to request a legal opinion to be given by an advocate practicing in the respective country on the requirements of that country's normative acts regulating the transfer of claim, as well as the opinion on accuracy and sufficiency of the submitted documents. The *Acquiring Creditor* shall reimburse the *Credit Institution in Liquidation* for the costs related to services provided by such advocate, and such costs shall be covered in advance in accordance with the provisions of the agreement made between the *Credit Institution in Liquidation* and the *Acquiring Creditor* for that purpose.



**A6. Creditor Rights to Assign the Claim against the Credit Institution in Liquidation to a Third Party**

- A6.1. The *Creditor* (hereinafter referred to as the *Assignor*) is entitled to assign its *Creditor's* claim against the *Credit Institution in Liquidation* to other person (hereinafter referred to as the *Assignee*) in accordance with the normative acts in force, by concluding an assignment agreement.
- A6.2. When lodging the *Creditor's* claim to the *Credit Institution in Liquidation*, the *Assignee* is obliged to supplement the *Creditor's* claim with the assignment agreement concluded between the *Assignor* and the *Assignee* (original or notarized copy). Signatures of the *Assignor* and the *Assignee* on the assignment agreement must be notarized.
- A6.3. If the *Creditor's* claim against the *Credit Institution in Liquidation* is assigned multiple times, i.e., from several *Assignors* to several *Assignees*, the person submitting the *Creditor's* claim to the *Credit Institution in Liquidation* shall supplement the claim with all the assignment agreements (originals or notarized copies) about the claim transfer from the original *Creditor* of the *Credit Institution in Liquidation*. Signatures of the *Assignor* and the *Assignee* shall be notarized on all assignment agreements.
- A6.4. If the *Creditor's* claim against the *Credit Institution in Liquidation* is based on assignment agreement, in addition to the assignment agreement the following documents shall be enclosed to the *Creditor's* claim:
- a) the documents mentioned in clause A5.4 e) above, including such regarding all previous *Assignors* and *Assignees*, if any;
  - b) the documents mentioned in clause A13.6 below;
  - c) the documents evidencing current legal status (legal capacity) of all previous *Assignors* and *Assignees* as at the moment of entering into the respective assignment agreement;
  - d) the documents evidencing the rights of representatives to represent all previous *Assignors* and *Assignees* as at the moment of entering into the respective assignment agreement.

**A7. General Procedure for Payment of Creditor's Claims**

- A7.1. The amount of the *Creditor's* claim admitted by the *Credit Institution in Liquidation* shall be paid by the *Credit Institution in Liquidation* to the *Creditor* only after all of the following conditions are met:
- the *Credit Institution in Liquidation* has completed the review with regard to the *Creditor* in accordance with the requirements of applicable legal acts on the prevention of money laundering and terrorism and proliferation financing and the decision on payment of the *Creditor's* claim amount has been made by the *Credit Institution in Liquidation* based on the results of such review (in the *Terms* referred to as the *Compliance Condition*);
  - the *Credit Institution in Liquidation* has made the decision on full or partial payment of the *Creditor's* claim amount with regard to the claim rank into which the respective *Creditor's* claim had been categorized (hereinafter referred to as the *Payment Condition*);
  - no other hindrances for payment of the *Creditor's* claim amount are set forth in the applicable normative acts.
- A7.2. The *Creditor's* claim amount shall be paid by the *Credit Institution in Liquidation* to the account held by the *Creditor* with a credit institution, payment institution, or electronic money institution (hereinafter referred to as the *Institution*) communicated by the *Creditor* to the *Credit Institution in Liquidation*, if the payment details provided by the *Creditor* meet the following requirements:
- The *Institution* has an active BIC code registered in the SWIFT system;
  - The *Creditor's* account with the *Institution* is in IBAN format, if in accordance with the requirements of the applicable legal acts of the *Institution's* country of registration the accounts opened with the *Institution* must be in IBAN format.
- A7.3. The *Credit Institution in Liquidation* has the right to refuse to pay the *Creditor's* claim to the account specified by the *Creditor* and to request the *Creditor* to provide additional information or other details for the payment of the *Creditor's* claim. The grounds for such refusal may be the information available at the disposal of the *Credit Institution in Liquidation* regarding legal or other obstacles, due to which it is not possible to pay the amount of the *Creditor's* claim in accordance with the payment details provided by the *Creditor*.
- A7.4. Before making the payment, the *Credit Institution in Liquidation* shall check only the fulfilment of the requirements regarding payment details referred to in clause A7.2 of these *Terms*. The *Credit Institution in Liquidation* is not obliged to ascertain, whether there are other obstacles that may hinder the payment of the amount of the *Creditor's* claim in accordance with the payment details provided by the *Creditor*.
- A7.5. The *Credit Institution in Liquidation* is entitled to charge the fee for payment of the *Creditor's* claim amount, if such is set forth in the *Rates and Charges*, withholding this fee from the claim amount payable to the *Creditor*. If the amount of the fee specified in the *Rates and Charges* exceeds the amount of the *Creditor's* claim, the *Credit Institution in Liquidation* has the right to refuse the payment. In this case, the *Creditor* may provide other payment details, payment to which presupposes a lower fee.
- A7.6. If, paying the *Creditor's* claim, the *Credit Institution in Liquidation* has submitted the order for payment of the amount of the *Creditor's* claim to the credit institution with which the *Credit Institution in Liquidation* holds the current account, but the said order is not executed because of the reasons beyond the control of the *Credit Institution in Liquidation* (including the funds returned to the current account of the *Credit Institution in Liquidation*), the *Credit Institution in Liquidation* shall not reimburse the fees withheld from the amount of the claim to be paid to the *Creditor*. The *Credit Institution in Liquidation* shall charge a fee for the processing of a returned payment order, if such a fee is specified in the *Rates and Charges*.
- A7.7. For the *Credit Institution in Liquidation* to be able to ascertain that the *Creditor* is the account owner, the *Creditor* shall submit one of the following documents to the *Credit Institution in Liquidation*:
- duly made reference provided by the *Institution* and evidencing that the account is owned by the *Creditor* (original reference in paper form bearing the signature of the *Institution's* employee or reference in electronic form containing secure electronic signature, e.g., in edoc format, issued by credit institutions registered in Latvia);
  - account statement/report provided by the *Institution* (original account statement/report in paper form bearing the signature of the *Institution's* employee or reference in electronic form containing secure electronic signature, e.g., in edoc format, issued by credit institutions registered in Latvia);
  - account statement/report provided by the *Institution* in electronic form and containing the note that the document is valid without signature;
  - statement/report on the account held with the *Institution*, where the *Creditor* prints out such statement/report from the *Internetbank* before the employee of the *Credit Institution in Liquidation* and the employee of the *Credit Institution in Liquidation* certifies the same by putting the signature and stating that the document is made before the employee of the *Credit Institution in Liquidation*, also stating the certification date;
  - loan agreement made between the *Creditor* and the *Institution* (original loan agreement in paper form bearing the signature and/or seal of the *Institution's* employee);
  - escrow account agreement made between the *Creditor* and the *Institution* (original escrow account agreement in paper form bearing the signature and/or seal of the *Institution's* employee);
  - account opening agreement made between the *Creditor* and the *Institution* (original account opening agreement in paper form bearing the signature and/or seal of the *Institution's* employee);
  - executed payment order (original document in paper form bearing the signature and/or seal of the *Institution's* employee);
  - application of the *Creditor* who is the employee of the *Credit Institution in Liquidation* in which the number of the salary account of the employee of the *Credit Institution in Liquidation* is stated.

- A7.8. The documents evidencing the account ownership can be submitted personally at the office of the *Credit Institution in Liquidation* at: Building 1, 7 Skanstes Street, Riga, or by sending the original documents by post. Where the document evidencing the account ownership is made in electronic form, it can be submitted via the *Internetbank*. The documents evidencing the account ownership shall be accepted only provided those are made in Latvian, Russian, or English, and those documents shall contain the *Creditor's* company name/name and surname and at least one of the following additional identification parameters:
- registration number/personal number/date of birth;
  - identification document details (series and number of the identity document);
  - address.
- A7.9. The *Credit Institution in Liquidation* is entitled to express and pay the *Creditor's* claim, denominated in foreign currency, in EUR (euro), applying the currency exchange rate set by the European Central Bank on a previous working day (on working days of the Republic of Latvia (i.e. on all days except Saturdays, Sundays and national holidays)) and effective as at the day on which:
- the claim extinguishment by set-off was made in accordance with section A8 of these *Terms*;
  - the order for payment of the *Creditor's* claim amount to the account held by the *Creditor* with a credit institution, payment institution, or electronic money institution communicated by the *Creditor* to the *Credit Institution in Liquidation* is submitted by the *Credit Institution in Liquidation* to the credit institution with which the *Credit Institution in Liquidation* holds the current account.
- A7.10. Where the *Creditor's* claim denominated in foreign currency is expressed in EUR (euro) by the *Credit Institution in Liquidation* and the order for payment of the amount of the *Creditor's* claim is submitted by the *Credit Institution in Liquidation* to the credit institution with which the *Credit Institution in Liquidation* holds the current account, but the said order is not executed because of the reasons beyond the control of the *Credit Institution in Liquidation* (including the funds returned to the current account of the *Credit Institution in Liquidation*), the *Credit Institution in Liquidation* shall not convert this *Creditor's* claim back to foreign currency, and the *Creditor's* claim shall remain expressed in EUR (euro).
- A7.11. If the *Credit Institution in Liquidation* has transferred bonds issued by the *Credit Institution in Liquidation* into monetary claims, the *Credit Institution in Liquidation* shall transfer these bonds and the accrued interest income on these bonds in EUR (euro), applying the currency exchange rate set by the European Central Bank at the beginning of the day of such a transaction.
- A7.12. The *Creditor* is obliged to ensure that the *Credit Institution in Liquidation* has at its disposal the documents indicated in section A4 of the *Terms* with a valid expiry date at the moment of payment of the amount of the *Creditor's* claim. If the *Creditor* has not submitted such documents to the *Credit Institution in Liquidation*, the *Credit Institution in Liquidation* shall defer the payment of the amount of the *Creditor's* claim until the receipt of these documents and assessment of the compliance of the submitted documents with the requirements of the legal acts of the Republic of Latvia and the requirements of the *Credit Institution in Liquidation*.
- A7.13. The *Credit Institution in Liquidation* has the right to apply to the *Creditor* a fee for the storage of monetary funds intended for the payment of the *Creditor's* claim, by deducting the fee from the funds intended for the payment of the *Creditor's* claim and applying the currency exchange rate set by the European Central Bank on a previous working day (on working days of the Republic of Latvia, i.e. on all days except Saturdays, Sundays and national holidays) to the deduction, in the following cases, if the fee is specified in the *Rates and Charges*:
- A7.13.1. If the *Creditor's* claim is admitted, all conditions for the payment of the amount of the admitted *Creditor's* claim indicated in clause A7.1 of the *Terms* have been met, but at least one of the following circumstances has occurred and has not been eliminated by the *Creditor* within the term specified by the *Credit Institution in Liquidation*:
- The *Creditor* has not submitted to the *Credit Institution in Liquidation* the payment details that comply with the requirements of clause A7.2 of these *Terms* and/or the documents evidencing the ownership of the account specified in the details by the *Creditor* and complying with the requirements of clause A7.7 of these *Terms*;
  - The *Credit Institution in Liquidation* has submitted the order for payment of the amount of the *Creditor's* claim to the credit institution with which the *Credit Institution in Liquidation* holds the current account, but the said order is not executed because of the reasons beyond the control of the *Credit Institution in Liquidation* (including the funds returned to the current account of the *Credit Institution in Liquidation*), and the *Creditor* has not submitted to the *Credit Institution in Liquidation* other payment details that comply with the requirements of clause A7.2 of these *Terms* and/or the documents evidencing the ownership of the account specified in the details by the *Creditor* and complying with the requirements of clause A7.7 of these *Terms*;
  - The *Creditor* has not submitted to the *Credit Institution in Liquidation* the documents mentioned in clause A7.12 of these *Terms*.
- A7.14. The *Credit Institution in Liquidation* shall send a *Notice* to the *Creditor* on the need to eliminate the deficiencies within a specified period of time. If the *Creditor* has not eliminated the deficiencies within the term specified in the *Notice*, then the *Credit Institution in Liquidation* shall commence the application of the fee.
- A7.15. The fee is applied by the *Credit Institution in Liquidation* till the moment the *Creditor* provides the *Credit Institution in Liquidation* with the information and documents indicated in clause A7.13.1 of the *Terms*, or till the moment the *Creditor's* claim runs out. The *Creditor* shall not be notified of the termination of the *Creditor's* claim as a result of withholding the fee.

**A8. Creditor's Claim Extinguishment by Set-off**

- A8.1. Where the *Credit Institution in Liquidation* has counterclaim against the *Creditor* and such counterclaim and/or ancillary claims (interest, penalty, etc.) are due, on the occurrence of the conditions mentioned in clause A7.1, the *Credit Institution in Liquidation* shall extinguish the *Creditor's* claim against the *Credit Institution in Liquidation* to the amount equal to the counterclaim and/or ancillary claims of the *Credit Institution in Liquidation* by applying set-off to the counterclaims (including ancillary claims) of the *Creditor* and the *Credit Institution in Liquidation*. *Creditor's* claim extinguishment by set-off shall be deemed to be the full or, as the case may be, partial payment of the *Creditor's* claim.
- A8.2. Where the currency of the *Creditor's* claim is different from the currency of the counterclaim (including ancillary claims) of the *Credit Institution in Liquidation*, the *Credit Institution in Liquidation*, to apply the set-off, shall express the necessary amount of the counterclaim of the *Credit Institution in Liquidation* in the currency of the *Creditor's* claim, applying the currency exchange rate set by the European Central Bank on a previous working day (on working days of the Republic of Latvia (i.e. on all days except Saturdays, Sundays and national holidays)) and effective as at the day of posting the entry.
- A8.3. Where the *Creditor* has several claims against the *Credit Institution in Liquidation* and those claims are expressed in different currencies, the *Credit Institution in Liquidation* shall be entitled to freely choose the *Creditor's* claim in the respective currency for expressing the *Creditor's* claim in the currency of the counterclaim of the *Credit Institution in Liquidation*.
- A8.4. The *Credit Institution in Liquidation* shall pay the claim amount to the *Creditor* only after set-off is applied by the *Credit Institution in Liquidation* to all counterclaims (including ancillary claims) of the *Creditor* and the *Credit Institution in Liquidation* that are due as at the moment of payment of the *Creditor's* claim.
- A8.5. If part of the *Creditor's* claim is extinguished under the set-off, the *Credit Institution in Liquidation* shall pay the remaining amount of the claim to the *Creditor*. If full amount of the *Creditor's* claim is extinguished under the set-off, the *Credit Institution in Liquidation* shall not make payment of the *Creditor's* claim to such *Creditor*. The notice on set-off shall be sent to the *Creditor* by the *Credit Institution in Liquidation* via the *Internetbank*.
- A8.6. Where a person (*Assignee*) becomes the *Creditor* of the *Credit Institution in Liquidation* pursuant to an assignment agreement, under which such person is assigned the claims of the initial *Creditor* (*Assignor*) against the *Credit Institution in Liquidation*, the *Credit Institution in Liquidation* shall apply set-off according to the procedure stated in clauses A8.7–A8.10 of the *Terms* below.
- A8.7. Where the *Credit Institution in Liquidation* has counterclaim against the *Assignor* as at the moment of payment of the *Assignee's* claim, the *Credit Institution in Liquidation* shall extinguish the *Assignee's* claim against the *Credit Institution in Liquidation* to the amount equal to the counterclaim and/or ancillary claims of the *Credit Institution in Liquidation* by applying set-off to the counterclaims (including ancillary claims) of the *Assignee* and the *Credit Institution in Liquidation*. The *Credit Institution in Liquidation* shall be entitled to apply the set-off mentioned in this clause provided both of the following conditions are met:
- a) the counterclaim and/or ancillary claim of the *Credit Institution in Liquidation* had arisen prior to the day on which the *Assignee's* notice on assignment was received by the *Credit Institution in Liquidation*;
  - b) the counterclaim and/or ancillary claim of the *Credit Institution in Liquidation* against the *Assignor* had fallen due prior to the day on which the *Assignee's* notice on assignment was received by the *Credit Institution in Liquidation*.
- A8.8. Where the *Credit Institution in Liquidation* has counterclaim against the *Assignee* and such counterclaim and/or ancillary claims are due as at the moment of payment of the *Assignee's* claim, the *Credit Institution in Liquidation* shall extinguish the *Assignee's* claim against the *Credit Institution in Liquidation* to the amount equal to the counterclaim and/or ancillary claims of the *Credit Institution in Liquidation* by applying set-off to the counterclaims (including ancillary claims) of the *Assignee* and the *Credit Institution in Liquidation*.
- A8.9. Where the currency of the *Assignee's* claim is different from the currency of the counterclaim (including ancillary claims) of the *Credit Institution in Liquidation*, the *Credit Institution in Liquidation*, to apply the set-off, shall express the necessary amount of the counterclaim of the *Credit Institution in Liquidation* in the currency of the *Assignee's* claim, applying by analogy the procedure stated in clauses A8.2 and A8.3 of the *Terms* above.
- A8.10. If part of the *Assignee's* claim is extinguished under the set-off, the *Credit Institution in Liquidation* shall pay the remaining amount of the *Assignee's* claim to the *Assignee*. If full amount of the *Assignee's* claim is extinguished under the set-off, the *Credit Institution in Liquidation* shall not make payment of the *Assignee's* claim to such *Assignee*. The notice on set-off shall be sent to the *Creditor* by the *Credit Institution in Liquidation* via the *Internetbank*.
- A8.11. The *Credit Institution in Liquidation* shall pay the claim amount to the *Assignee* only after set-off is applied by the *Credit Institution in Liquidation* to all counterclaims (including ancillary claims) of the *Assignee* and the *Credit Institution in Liquidation* according to the procedure stated in clauses A8.7–A8.10 of the *Terms* above.

## A9. Property of Third Parties

### A9.1. General provisions on custody of the property of third parties

The property of third parties held with the *Credit Institution in Liquidation* shall not be included in the list of the property of the *Credit Institution in Liquidation*. On 18 September 2018, the *Credit Institution in Liquidation* published the announcement in the official journal "Latvijas Vēstnesis" inviting third parties to receive their property (financial instruments and other assets) by 30 September 2019. This section A9 of the *Terms* stipulates the procedure for handling the following property of third parties held with the *Credit Institution in Liquidation* that remains not repossessed by third parties after 30 September 2019:

- a) financial instruments and
- b) funds held with the *Credit Institution in Liquidation* under third-party financial instruments transactions or gained from sale of financial instruments in accordance with the procedure set forth in clause A9.3 of the *Terms*.

(The assets mentioned in subclauses a) and b) of clause A9.1 of the *Terms* hereinafter referred to as the *Property of Third Parties*).

The *Credit Institution in Liquidation* shall be entitled to demand that third parties cover the expenses incurred under maintenance / alienation of their property according to the *Rates and Charges*.

### A9.2. Funds custody procedure

A9.2.1. The funds not claimed by third parties to be paid shall be transferred by the *Credit Institution in Liquidation* to the custody with other credit institution registered in the Republic of Latvia (hereinafter — the *Payment Credit Institution*) chosen at the option of the *Credit Institution in Liquidation*, and such transfer shall be performed in accordance with the procedure set forth in the Credit Institution Law.

A9.2.2. A notice on transferring the funds of third parties held with the *Credit Institution in Liquidation* to the custody with the *Payment Credit Institution* shall be sent by the *Credit Institution in Liquidation* to third parties via the *Internetbank* and published in mass media and the official journal "Latvijas Vēstnesis".

A9.2.3. The payment for custody of the funds transferred to the *Payment Credit Institution* shall be charged by the *Payment Credit Institution* in accordance with the rates and charges of the *Payment Credit Institution* from the amount of funds due to third parties that has been transferred by the *Credit Institution in Liquidation* to the custody with the *Payment Credit Institution*.

A9.2.4. Third party shall forfeit the right of claim against the *Payment Credit Institution* if third party fails to receive the funds due to the same within 10 years. Such funds shall be due to the state as ownerless property.

### A9.3. Handling of the financial instruments

A9.3.1. The financial instruments not repossessed by third parties within the term set forth in clause A9.1 of the *Terms* shall be sold by the *Credit Institution in Liquidation* at public auctions according to the procedure stated below.

A9.3.1.1. The *Credit Institution in Liquidation* shall initiate the sale of the financial instruments of the respective third party after the *Credit Institution in Liquidation* completes the review regarding the respective third party in accordance with the requirements of applicable legal acts on the prevention of money laundering and terrorism and proliferation financing.

A9.3.1.2. If the financial instrument is admitted to a regulated market (stock exchange) and there are no hindrances for making and executing such financial instrument sale transaction at regulated market (stock exchange), the *Credit Institution in Liquidation* shall submit the financial instrument sale order at the regulated market (stock exchange). Such way of selling the financial instrument shall be deemed equal to sale at a public auction.

A9.3.1.3. If the financial instrument cannot be sold in accordance with the procedure set forth in clause A9.3.1.2 of the *Terms* above, the *Credit Institution in Liquidation* shall sell the financial instrument at public auctions, applying the following rules of public auctions:

- a) the *Credit Institution in Liquidation* shall publish the announcement on sale of the financial instrument in the official journal "Latvijas Vēstnesis" (hereinafter — the *Notice of Sale*);
- b) the persons willing to take part in the auction can find out the provisions of the purchase agreement (including those on the settlement procedure) by contacting the *Credit Institution in Liquidation* before the end of the auction period;
- c) the *Credit Institution in Liquidation* shall enter into financial instrument purchase agreement with the highest bidder that meets the compliance requirements to the buyer stated in the *Notice of Sale*;
- d) the *Credit Institution in Liquidation* shall be entitled to deny conclusion of the purchase agreement without explaining the reasons for the same, also following the assessment of the buyer's risks, in accordance with the requirements of applicable legal acts on the prevention of money laundering and terrorism and proliferation financing;
- e) if the *Credit Institution in Liquidation* denies conclusion of the purchase agreement, the *Credit Institution in Liquidation* shall enter into financial instrument purchase agreement with the next highest bidder. If there is no such bidder, the auction shall be deemed void, and the *Credit Institution in Liquidation* shall arrange another auction;

- f) if another auction does not result in conclusion of the financial instrument purchase agreement, clause A9.3.2 of the *Terms* shall be applicable.
- A9.3.2. If the financial instruments cannot be sold at public auctions, the *Credit Institution in Liquidation* may transfer such financial instruments to custody, complying with the following provisions:
- A9.3.2.1. having made a written agreement, the *Credit Institution in Liquidation* may transfer the financial instruments to the custody with the person selected by the *Credit Institution in Liquidation*, e.g., a credit institution, investment brokerage company, or sworn notary registered in the Republic of Latvia (hereinafter — the *Custodian*);
- A9.3.2.2. the message on transferring the financial instruments of third parties held with the *Credit Institution in Liquidation* to the custody with the *Custodian* shall be sent by the *Credit Institution in Liquidation* to third parties via the *Internetbank* and published in mass media and the official journal "Latvijas Vēstnesis";
- A9.3.2.3. the fee for custody of the financial instruments shall be paid by third parties to the *Custodian* in accordance with the rates and charges of the *Custodian* at the moment those third parties submit an order for receipt of the financial instruments to the *Custodian*;
- A9.3.2.4. if third parties fail to receive the financial instruments due to them within ten years after the financial instruments are transferred to the *Custodian*, those third parties shall forfeit the right of claim to such financial instruments. Given the lapse of the prescriptive period of the financial instruments due to the said third parties, those financial instruments shall be due to the state as ownerless property.
- A9.4. From the moment the *Property of Third Parties* is transferred by the *Credit Institution in Liquidation* to the *Payment Credit Institution* or the *Custodian* in accordance with the procedure set forth in clauses A9.2 and A9.3.2 of the *Terms*, the third party shall assume the risk of the *Payment Credit Institution's* or the *Custodian's* default on obligations and insolvency. The *Credit Institution in Liquidation* shall not be liable for losses that might be incurred by third parties through actions (inaction) of the *Payment Credit Institution* or the *Custodian*.
- A9.5. For third parties whose property is held with the *Credit Institution in Liquidation*, section A10 "Processing and Confidentiality of Personal Data of Individuals" of these *Terms* shall be applicable.

**A10. Processing and Confidentiality of Personal Data of Individuals**

- A10.1. The *Credit Institution in Liquidation* shall process personal data of the *Creditors*, the *Creditors' Representatives* and the *Creditors' actual beneficiary* (hereinafter referred to as the *Beneficiary*) within the process of its liquidation, hereinafter referred to as the Personal Data.
- A10.2. The *Credit Institution in Liquidation* shall perform the processing of the Personal Data having regard to the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of individuals with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation).
- A10.3. The purpose of the Personal Data processing is to ensure the voluntary liquidation process of the *Credit Institution in Liquidation*, by carrying out examination and satisfaction of the *Creditor's* claim according to the procedure laid down in the normative acts, as well as performance of other required functions within the voluntary liquidation of the *Credit Institution in Liquidation* in accordance with the requirements of applicable law.
- A10.4. The legal basis for processing of the Personal Data may be person's consent for data processing according to the submitted *Creditor's* claim, contractual relationships of the *Creditor* and the *Credit Institution in Liquidation*, fulfilment of legal obligation applicable to the *Credit Institution in Liquidation* according to the applicable law or ensuring of legitimate interests of the *Credit Institution in Liquidation*.
- A10.5. The *Credit Institution in Liquidation* is entitled to request, receive and process the Personal Data of the *Creditor*, the *Creditor's Representative* and *Beneficiary* also from other sources, incl. from private organizations and state and local government institutions, and databases and registers maintained by them.
- A10.6. In certain cases the *Credit Institution in Liquidation* shall perform an automated processing and individual decision-making, including profiling, in relation to the *Creditor*, if it is provided by the applicable law and regulations, or if it is necessary for fulfilment of a previously concluded agreement with the *Creditor*, or such processing of the Personal Data is justified with the legitimate interests of the *Credit Institution in Liquidation*. Profiling is an automated processing of the Personal Data with a view to evaluate certain personal indications, particularly within the client due diligence and transaction monitoring.
- A10.7. By submitting a written application to the *Credit Institution in Liquidation*, the *Creditor*, representative of the *Creditor* and the *Beneficiary* shall be entitled to become familiar with own data, to request rectification thereof, limitation of processing, have the rights to recall own consent and to object against the processing of data by the *Credit Institution in Liquidation*, as well as rights to the data portability. The *Credit Institution in Liquidation* shall ensure the said rights having regard to the General Data Protection Regulation for implementation of these rights. In certain cases the person's rights may not be observed or may be limited if it is justified with the legitimate interests of the *Credit Institution in Liquidation*.
- A10.8. The *Creditor*, representatives of the *Creditor* and the *Beneficiaries* agree that the *Credit Institution in Liquidation* is entitled to disclose the Personal Data in its possession to the following data recipients — service providers of the *Credit Institution in Liquidation*, including data processors, who perform processing of the Personal Data on behalf and in the interests of the *Credit Institution in Liquidation*, to the representatives and advisers of the *Credit Institution in Liquidation* (external auditors, revisers, legal and tax advisers, authorised persons, etc.), cooperation partners of the *Credit Institution in Liquidation*, financial and insurance brokers and other brokers, to whom the *Credit Institution in Liquidation* entrusts fulfilment of any obligations referred to in these *Terms* or with whom the *Credit Institution in Liquidation* collaborates otherwise to perform its functions, to the competent authorities, courts, arbitration courts or extrajudicial dispute resolution bodies of the Republic of Latvia, European Union or other countries to perform their functions pursuant to the applicable law and concluded agreements, as well as to the group companies of the *Credit Institution in Liquidation*. The *Creditor*, representative of the *Creditor* and the *Beneficiary* agree that the data recipients, to whom the *Credit Institution in Liquidation* submits the Personal Data, are entitled to process all the Personal Data of the *Creditor*, the *Creditor's Representative* and *Beneficiary* according to the applicable law and concluded agreement requirements.
- A10.9. The *Creditor*, the *Creditor's Representatives* and *Beneficiaries* agree that the *Credit Institution in Liquidation* is entitled to send the Personal Data also outside Latvia, subject to the procedures specified in the General Data Protection Regulation and other applicable law. The *Credit Institution in Liquidation* shall carry out data transfer abroad in accordance with the consent of the *Creditor*, the *Creditor's Representatives*, which has been provided in accordance with these *Terms*, on the basis of contractual relationship between the *Creditor* and the *Credit Institution in Liquidation* or having regard to the legitimate interests of the *Credit Institution in Liquidation*.
- A10.10. The *Credit Institution in Liquidation* shall process the Personal Data of the *Creditor*, the *Creditor's Representatives* and *Beneficiaries* not longer than it is reasonably necessary for the purposes for which the particular Personal Data are processed. The storage periods of the Personal Data are set on the basis of the applicable law or legitimate interests of the *Credit Institution in Liquidation*.
- A10.11. The *Creditor*, the *Creditor's Representative* and *Beneficiary* are entitled to file a complaint on the processing of the Personal Data by the *Credit Institution in Liquidation* at the Data State Inspectorate, 11/13-11 Blaumana Street, Riga, LV-1011, phone: +371 6722 3131, e-mail: [info@dvi.gov.lv](mailto:info@dvi.gov.lv).

- A10.12. All the information related to the *Creditors*, their transactions and *Creditors'* relationship with the third parties is confidential and should not be disclosed to the third parties without the *Creditor's* consent, except the information, which:
- a) is publicly available,
  - b) is required by the financial institutions involved in the implementation of the *Creditor's* claim upon their request,
  - c) is submitted to the group companies of the Credit Institution in Liquidation, incl., where required, in order for the Credit Institution in Liquidation and its group companies to be able to comply with the requirements of anti-money laundering and combating of terrorism and proliferation financing,
  - d) may give evidence concerning criminal offense or violations of the normative acts by the *Creditor*, or is necessary for investigation and identification of such facts,
  - e) is subject to submission to the supervising and auditing third parties of the Credit Institution in Liquidation,
  - f) is subject to submission to the competent authorities of the Republic of Latvia, European Union or other countries to perform their functions according to the applicable law,
  - g) is subject to submission to the tax administration authorities of the Republic of Latvia, European Union or other countries according to the cooperation agreement provisions which are concluded between the Credit Institution in Liquidation and the tax administration authorities of the said countries,
  - h) is subject to submission to the outsourcing service providers, the Personal Data operators and authorised persons of the Credit Institution in Liquidation,
  - i) is subject to submission to the cooperation partners of the Credit Institution in Liquidation, who are providing services to the Credit Institution in Liquidation or with whom the Credit Institution in Liquidation collaborates otherwise in order to satisfy the *Creditor's* claim or requirements of the applicable law,
  - j) is subject to submission to the foreign tax administration authorities in accordance with the provisions of the applicable law,
  - k) is subject to submission to the court, arbitration court or extrajudicial dispute resolution bodies according to the provisions of applicable law,
  - l) is subject to submission to the financial institutions in the Republic of Latvia, Member States of the European Union or other foreign countries involved in the execution of the *Creditor's* payment.

In the cases referred to in this clause, the *Creditor* agrees that the *Credit Institution in Liquidation* is entitled to hand over information also outside Latvia in accordance with the procedure laid down in the applicable law.

A10.13. Confidential information is the secret of the *Credit Institution in Liquidation* and shall not be disclosed. Confidential information may only be disclosed in accordance with the legislation of the Republic of Latvia and these *Terms*.

A10.14. The *Creditor* agrees that the *Credit Institution in Liquidation* shall be entitled without prior notification to record and store all mutual communication and unilaterally choose technical means for recording mutual communication. The *Creditor* agrees that the *Credit Institution in Liquidation* shall be entitled to use mutual communication records as a proof of mutual dispute resolution and in court for protection of its interests. The *Credit Institution in Liquidation* shall not be obliged to store mutual communications records in favour of the *Creditor*.



**A11. Notices and Information Exchange**

- A11.1. Any information, orders, applications, instructions, notices and requests, except the *Creditor's* claim (in these *Terms* referred to as the *Notices*), arising from the *Creditor's* claim against the *Credit Institution in Liquidation*, may be submitted in person, sent in writing through a postal operator or via *Internetbank*. Terms of using *Internetbank* are governed by General Terms of Business of the *Credit Institution in Liquidation* and section A12 "Special Terms of Using Internetbank" of these *Terms*.
- A11.2. All *Notices* submitted to the *Credit Institution in Liquidation* should be completed without corrections, deletions, erasures or *lapsus calami*, and shall be clearly legible and complying with the requirements set herein.
- A11.3. *Notices* to the *Credit Institution in Liquidation* that are sent through a postal operator should be sent to the registered address of the *Credit Institution in Liquidation*, and those shall be deemed received by the *Credit Institution in Liquidation* as they are recorded in the *Credit Institution's in Liquidation* document registry.
- A11.4. The *Notices* to the *Creditor* shall be sent through a postal operator to the address indicated in the *Creditor's* claim or to another contact address last communicated by the *Creditor*. The *Credit Institution's in Liquidation* shall not be responsible for losses or expenses incurred by the *Creditor* or a third party in case the *Creditor* has not notified the *Credit Institution in Liquidation* of change of address for sending of *Notices*, or has provided inaccurate or incorrect address designated for sending the *Notices*, and consequently has not received the *Notices* of the *Credit Institution in Liquidation*, or has not received them in due time.
- A11.5. The *Notices* sent from the *Credit Institution in Liquidation* to the *Creditor*, depending on the type of dispatch (postal operator, *Internetbank* or other), shall be considered received at the terms the documents are considered to be notified in accordance with the Law on Notification.
- A11.6. The *Credit Institution in Liquidation* shall not be responsible for losses or other additional expenses of the *Creditor*, which the *Creditor* may incur due to transmission failure, delay or misuse of information. The *Creditor* authorizes all its *Representatives*, as well as other persons being at the address, where the *Notices* are sent to, to receive such *Notices*. In case any such authorised representative receives a *Notice*, the *Creditor* shall be considered to have received such *Notice*.
- A11.7. The seal of the *Credit Institution in Liquidation* and the signature of an employee of the *Credit Institution in Liquidation* on the *Notice* submitted by the *Creditor* constitute acceptance of such *Notice* for processing but do not impose a liability on the *Credit Institution in Liquidation* for execution of the *Notice*.
- A11.8. Only the *Notices* in Latvian, Russian or English shall be legally valid. The *Creditor* agrees that the language stated by the *Creditor* in the *Creditor's Notice* shall be the language of the *Creditor's Notices* submitted to the *Credit Institution in Liquidation*. The *Creditor* is obliged to make a *Notice* clear and certain. The *Credit Institution in Liquidation* is entitled to refuse to execute unclear *Notices* at its own discretion in full or partially. In case numbers in the *Notice* are stated both in words and in figures simultaneously, the numbers stated in words are valid in case of discrepancies.
- A11.9. If the *Credit Institution in Liquidation* considers there are potential inadequacies in the *Creditor's Notice*, including with respect to its authenticity or validity, or has doubts concerning the document's content, the *Credit Institution in Liquidation* is entitled to request the *Creditor* to repeat the *Notice* according to the form specified or request the *Notice* to be translated into the Latvian language and legalised. The *Credit Institution in Liquidation* is entitled to refuse execution of the *Notice* until a repeated *Notice* is received.
- A11.10. The *Credit Institution in Liquidation* shall process *Notices* on working days of the Republic of Latvia (that is on all days except Saturdays, Sundays and national holidays) during the working hours of the *Credit Institution in Liquidation* (hereinafter referred to as the *Credit Institution in Liquidation* day). If the *Credit Institution in Liquidation* has accepted a *Notice* at any other time, the following *Credit Institution in Liquidation* day after that shall be considered the date of acceptance of the *Notice* for processing.
- A11.11. The *Credit Institution in Liquidation* shall examine the *Creditors' Notices* (except *Creditor's* claims submitted) within 30 days from the date the *Notice* and all due documents requested by the *Credit Institution in Liquidation* are submitted. However, should preparation of a response require additional time, the *Credit Institution in Liquidation* shall be entitled to extend the term for reviewing the *Creditor's Notice*, notifying the *Creditor* accordingly.

## A12. Special Terms of Using Internetbank

### A12.1. Application.

- A12.1.1. Special Terms of Using *Internetbank* determine the order, how the *Creditor* or the *Creditor's Representative* obtains access to the *Internetbank*:
- A12.1.1.1. in order to receive information from the *Credit Institution in Liquidation* in the process of satisfying the *Creditor's* claim (including the notices on deficiencies in the documents submitted by the *Creditor* and information / documents requests within the framework of review carried out in accordance with the requirements of applicable legal acts in the field of prevention of money laundering and terrorism and proliferation financing);
- A12.1.1.2. in order to provide answers and additional information / documents to the *Credit Institution in Liquidation* upon request and to notify of changes in personal and registration data of the *Creditor* and/or the *Creditor's Representatives*, data of their identity documents, address, other contact information, details according to which the payment of admitted claim amount is to be performed, legal capacity and ability to act, amount of the *Creditor's* claim, important changes in financial condition, as well as of amendments to or termination of powers of attorney submitted to the *Credit Institution in Liquidation*;
- A12.1.2. Special Terms of Using *Internetbank* are applicable, if the *Creditor* or the *Creditor's Representatives* have not been granted access to the *Internetbank* in accordance with the order stipulated in the General Terms of Business of the *Credit Institution in Liquidation* (including the order stipulated in section B5 "Terms of Using Internetbank" of the General Terms of Business of the *Credit Institution in Liquidation*) or if the *Creditor* has lost access to the *Internetbank* (e.g., the *Credit Institution in Liquidation* has disabled the access to the *Internetbank* for the *Creditor* or the *Creditor's* representative; *authentication means* issued to the *Creditor* or the *Creditor's* representative have been lost).
- A12.1.3. If the *Creditor* or the *Creditor's* representative obtained access to the *Internetbank* in accordance with the order stipulated in section A12 "Special Terms of Using Internetbank" of these *Terms*, the requirements of the General Terms of Business of the *Credit Institution in Liquidation* (including the requirements mentioned in section B5 "Terms of Using Internetbank" of the General Terms of Business of the *Credit Institution in Liquidation*) are applicable to the use of *Internetbank*. In case of discrepancies between the requirements regarding the use of the *Internetbank* that are mentioned in the General Terms of Business of the *Credit Institution in Liquidation* and requirements that are mentioned in section A12 "Special Terms of Using Internetbank" of these *Terms*, the requirements stipulated in section A12 "Special Terms of Using Internetbank" of these *Terms* are applicable.

### A12.2. Starting the use of *Internetbank*.

- A12.2.1. If the *Credit Institution in Liquidation* has previously granted *authentication means* to the *Creditor* or the *Creditor's Representative*, the *Creditor* or the *Creditor's Representative* connects to the *Internetbank* by using the *authentication means* on the website <https://ib.ablv.com>.
- A12.2.2. If the *Credit Institution in Liquidation* has not previously granted *authentication means* to the *Creditor* or the *Creditor's Representative* or if the *Credit Institution in Liquidation* has revoked the *authentication means* previously granted to the *Creditor* or the *Creditor's Representative*, the *Creditor* or the *Creditor's Representative* obtains new *authentication means* for the access to the *Internetbank* in the following order:
- a) the *Creditor* or the *Creditor's Representative* requests the *Credit Institution in Liquidation* to issue *authentication means* for the access to the *Internetbank* to the *Creditor* or the *Creditor's Representative* in e-mail correspondence from the e-mail address indicated by the *Creditor* in the *Creditor's claim* submitted to the *Credit Institution in Liquidation* or by submitting a free-form application in person at the office of the *Credit Institution in Liquidation* at Building 1, 7 Skanstes Street, Riga;
  - b) the *Credit Institution in Liquidation* sends *authentication means* (user ID and password for using the *Internetbank*) to the *Creditor* or the *Creditor's Representative* in one of the following ways:
    - in a short message (SMS) to the *Creditor's* mobile phone number indicated by the *Creditor* in the *Creditor's claim* submitted to the *Credit Institution in Liquidation*;
    - by sending an electronic message to the e-mail address indicated by the *Creditor* in the *Creditor's claim* submitted to the *Credit Institution in Liquidation*.

*Authentication means* shall be received by the *Creditor* or the *Creditor's Representative* in person at the office of the *Credit Institution in Liquidation* at Building 1, 7 Skanstes Street, Riga, or the *Credit Institution in Liquidation* can send the *authentication means* to the *Creditor's* mobile phone number indicated by the *Creditor* in the *Creditor's claim* submitted to the *Credit Institution in Liquidation* or in the free-form application submitted in person at the office of the *Credit Institution in Liquidation* at Building 1, 7 Skanstes Street, Riga.

The *Creditor* or the *Creditor's Representative* connects to the *Internetbank* by using the *authentication means* on the website <https://ib.ablv.com>.

A12.3. The order of using *Internetbank*.

- A12.3.1. If access to the *Internetbank* is granted in accordance with the order described in clause A12.2.2 of these *Terms*, the *Creditor* and the *Creditor's Representatives* are entitled to use the *Internetbank* only for the purposes stipulated in clause A12.1.1 of these *Terms* without the right to submit other types of orders or receive other types of information (e.g., the statements of *Creditor's* current accounts previously opened with the *Credit Institution in Liquidation*).
- A12.3.2. If the *Creditor* or the *Creditor's Representatives* have access to the *Internetbank* in accordance with the order stipulated in this section of the *Terms*, the *Internetbank* is considered a priority form of notice and information exchange in relation to notices and information mentioned in clause A12.1.1 of the *Terms*.
- A12.3.3. If the *Creditor* uses a *Representative* or several *Representatives* for communication with the *Credit Institution in Liquidation*, each of these persons has to obtain different *authentication means* (user ID and password for using the *Internetbank* and the authorization tool).

A12.4. If the *Credit Institution in Liquidation* becomes aware that the *Creditor's Representative* is no longer entitled to represent the *Creditor* (revocation, expiration of the power of attorney, other reason), the *Credit Institution in Liquidation* shall cancel the *authentication means* issued to the *Creditor's Representative* and block the access of the *Creditor's Representative* to the *Internetbank* by using these *authentication means*.

**A13. The Creditor's Obligation of Cooperation and the Compliance Requirements**

- A13.1. To ensure appropriate progress of legal relationships of the *Credit Institution in Liquidation* and the *Creditor*, the *Creditor* is obliged to immediately notify the *Credit Institution in Liquidation* of changes in personal and registration data of the *Creditor* and the *Creditor's Representative*, data of their identity documents, address, other contact information, details according to which the payment of admitted claim amount is to be performed, legal capacity and ability to act, amount of the *Creditor's* claim, and of important changes in its financial condition, as well as of amendments to or termination of representation documents submitted to the *Credit Institution in Liquidation*, the issue of new representation documents, and to provide the *Credit Institution in Liquidation* with supporting documents for these changes, which comply with the requirements of the legal acts of the Republic of Latvia and the requirements of the *Credit Institution in Liquidation*.
- A13.2. The obligation of notification regarding the conditions listed in the clause above apply even if the changes in the *Creditor's* information submitted to the *Credit Institution in Liquidation* are included in public registers.
- A13.3. The *Credit Institution in Liquidation* is entitled to consider that the *Creditor* does not cooperate with the *Credit Institution in Liquidation*, if the *Credit Institution in Liquidation* has refused to communicate with the *Creditor* and the *Creditor's Representative* in accordance with clause A4.11 of the *Terms* and has blocked the access to the *Internetbank*, and the *Creditor*, within 3 (three) months from the expiry date of the documents proving the identification of the *Creditor* and/or the *Creditor's Representative*, the active status and rights of representation, has not provided the *Credit Institution in Liquidation* with the documents proving the identification of the *Creditor* and/or the *Creditor's Representative*, the active status and rights of representation, or the submitted documents are invalid, incomplete and do not comply with the requirements of the legal acts of the Republic of Latvia and the requirements of the *Credit Institution in Liquidation*. The *Creditor* that does not cooperate with the *Credit Institution in Liquidation* and until the cooperation is resumed, is considered to be inactive *Creditor* and is not entitled to demand the payment of the amount of the admitted *Creditor's* claim. If the cooperation is resumed, the *Credit Institution in Liquidation* has the right to defer the payment of the amount of the admitted *Creditor's* claim due to such an inactive *Creditor* until all the admitted claims of the *Creditors* of the respective rank, who cooperate with the *Credit Institution in Liquidation*, are satisfied. The *Credit Institution in Liquidation* shall not be responsible for the losses or other expenses of such an inactive *Creditor*, if the *Creditor* has not cooperated with the *Credit Institution in Liquidation* and, as a result of non-cooperation, receives the amount of the admitted *Creditor's* claim after the satisfaction of all the admitted claims of the *Creditors* of the respective rank who cooperate with the *Credit Institution in Liquidation*.
- A13.4. The *Creditor* shall be obliged to inform the *Credit Institution in Liquidation* of any facts and events known to the *Creditor* that may be an evidence of and/or lead to unfair gain for the *Creditor* and/or cause losses for the *Credit Institution in Liquidation*.
- A13.5. For the prevention of money laundering, terrorism and proliferation financing, and violation of sanctions, the *Credit Institution in Liquidation* shall be entitled to request information and documents from the *Creditor* on the *Creditor*, the *Creditor's Representative* and the *Creditor's Beneficiary* (also on economic and personal activities, financial status, and source of funds). It shall be the obligation of the *Creditor* and the *Creditor's Representative* to supply the *Credit Institution in Liquidation* with requested information and documents.
- A13.6. The *Credit Institution in Liquidation* shall determine the tax residency of the *Creditor* and, on instances set forth in the normative acts, the *Creditor's Beneficiary* and shall classify the *Creditor* (active or passive nonfinancial organization, financial institution, international organization, or central bank) and shall provide a report about the *Creditor's* and/or *Beneficiaries'* claim to the State Revenue Service of the Republic of Latvia according to the procedure set forth in the normative acts. The *Creditor* shall supply up-to-date and complete information about the tax residency of the *Creditor* and, on instances set forth in the normative acts, the *Creditor's Beneficiary* and about classification of the *Creditor* on the *Creditor's* own initiative and following the request of the *Credit Institution in Liquidation*.
- A13.7. The *Creditor* shall be liable for the losses incurred by the *Credit Institution in Liquidation* where the *Creditor* fails to timely provide up-to-date and complete information on the *Creditor's* own initiative or following the request of the *Credit Institution in Liquidation*.

**A14. Legal Enactments and Procedures of Disputes Resolution**

- A14.1. Legal relationships between the *Credit Institution in Liquidation* and the *Creditor* shall be subject to the legal acts of the Republic of Latvia and the European Union, international banking practice and customary practices.
- A14.2. Disputes between the *Creditor* and the *Credit Institution in Liquidation* may be resolved by the *Parties* through mutual negotiations.
- A14.3. Any *Creditor's* complaint (hereinafter referred to as the *Complaints*) against the *Credit Institution in Liquidation* shall be resolved on the following out-of-court basis:
- a) the *Creditor* shall address its *Complaint* to the *Credit Institution in Liquidation*;
  - b) the *Credit Institution in Liquidation* shall register the *Creditor's* *Complaint* and review the same within thirty days of submission of such *Complaint* and all documents requested by the *Credit Institution in Liquidation* in this connection.
- However, should preparation of a response require additional time, the *Credit Institution in Liquidation* shall be entitled to extend the term for reviewing the *Complaint*, notifying the *Creditor* accordingly.
- A14.4. Any dispute, discord or *Claim* arising from the legal relationships of the *Credit Institution in Liquidation* and the *Creditor* hereto, or the default, termination, lawfulness, validity or translation thereof shall be regulated by laws and regulation in force in the Republic of Latvia.
- A14.5. In the case of a discrepancy between the text of the *Terms* in the Latvian and the text of the *Terms* in another language, the *Terms* in the Latvian shall prevail.
- A14.6. Should any clause of these *Terms* become void because of amendments to the normative acts, other clauses of these *Terms* shall remain in full force and effect, and this being the case the *Credit Institution in Liquidation* and the *Creditor* shall apply the *Terms* in accordance with the requirements of the effective normative acts.