



JSC "RIETUMU BANKA"  
 VESETAS 7 / RIGA  
 LV-1013 / LATVIA  
 REG. No. 40003074497 / RTMBLV2X  
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 www.rietumu.com

## ELECTRONIC SIGNATURE AGREEMENT

Riga, date \_\_\_\_/\_\_\_\_/20\_\_\_\_

Approved by the Board of JSC "Rietumu Banka", Minutes No. 21, 08.05.2020

COMPLETE IN BLOCK CAPITALS

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

on the one part, and \_\_\_\_\_ (hereinafter – the User)

(name, surname)

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

Date of issue of passport / identity document (day/month/year) \_\_\_\_/\_\_\_\_/\_\_\_\_

Issuing state and institution of passport / identity document \_\_\_\_\_

Additionally to be completed by a citizen / non-citizen of the Republic of Latvia: Identity number \_\_\_\_\_

Residential address: \_\_\_\_\_ (street, house, flat)

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

Contact phone + \_\_\_\_\_ (country code) \_\_\_\_\_ E-mail \_\_\_\_\_,

on the other part, the Bank and the User (hereinafter – the Parties) have concluded the agreement (hereinafter – the Agreement) on the following:

1. The subject matter of the Agreement is the establishment of legal relations between the Parties regarding the delivery of the Bank's electronic signature service to the User and its use for remuneration, as well as regarding the signing of electronic documents with the electronic signature.
2. The Parties have agreed that the electronic signature (hereinafter – the Electronic signature) is generated according to an algorithm set by the Bank whereby the User uses identification and authorisation tools issued to him/her by the Bank. During the term of the Agreement the Bank unilaterally in the Terms and Conditions of Electronic Signature Agreement (hereinafter – the Terms and Conditions) sets and/or amends the procedure for generating and using the Electronic signature and its functionality, types of documents for each type of the Electronic signature, and restrictions for use and limits. During the term of the Agreement the User according to the Terms and Conditions gains access to the remote banking systems maintained by the Bank for the use of the Electronic signature. If it is envisaged in the Terms and Conditions or agreed with the User individually the Electronic signature can be used for signing the User's documents with the third parties.
3. The User by signing the Agreement and each time he/she uses the Electronic signature during the term of the Agreement confirms to the Bank and agrees that:
  - 3.1. the Electronic signature used under this Agreement meets the definition of an electronic signature and the requirements imposed on it stipulated in the Electronic Documents Law of the Republic of Latvia (Elektronisko dokumentu likums) and the Regulation (EU) No 910/2014 of the European Parliament and of the Council and their amendments, supplements and the laws and regulations that replace them;
  - 3.2. the Electronic signature has unquestionable legal force, it is acceptable as a proof in legal proceedings, and in respect of legal force and consequences it is equivalent to the User's handwritten signature;
  - 3.3. a document signed with the Electronic signature is considered as signed by the User by hand;
  - 3.4. the User accepts all transactions and/or operations concluded and/or executed with the use of the Electronic signature by the User and other actions with the Electronic signature as binding upon him/her and that they have full legal force. No circumstances can serve as a ground for the User to recall or deny these actions taken by means of the Electronic signature;
  - 3.5. the User acknowledges the legal consequences and accepts as legally binding upon him/her all actions taken by means of the Electronic signature and undertakes to observe and fulfil all obligations resulting from such actions;
  - 3.6. the User is and will be entitled to use the Electronic signature for signing any documents, including agreements and contracts, and/or for executing transactions without any limitations on sums, terms or other conditions;
  - 3.7. the User is not entitled to dispute or recall his/her Electronic signature and/or a document signed with the Electronic signature;
  - 3.8. the User has read the text of the Terms and Conditions, including the provisions that stipulate the use of the Electronic signature and the remote banking systems maintained by the Bank and recognises them as binding upon him/her. The Terms and Conditions are an integral part of this Agreement and the current version of the Terms and Conditions is available on the Bank's website www.rietumu.com;

X

(User's signature)

X

(signature of Bank's representative)

- 3.9. the User's authority to sign documents with the Electronic signature in his/her own or the third parties' name is not restricted by any law, agreement, statutes, court judgement or other normative acts;
- 3.10. when signing documents in the third parties' name the User is duly authorised, the authorisation is valid, and the third party is informed in an appropriate manner that the User uses the Electronic signature when representing the third party's interests;
- 3.11. when signing documents in the third parties' name the User's actions are binding on the third parties as if they have performed them by themselves. The Bank is not liable for the losses the User has inflicted on the third parties by using the Electronic signature. The third parties bear full liability to the Bank for the User's actions using the Electronic signature;
- 3.12. if the User using the Electronic signature was not authorised to use it in the third parties' name or has violated the given authorisation, the User is liable to the Bank for the reimbursement of all the possible losses incurred by the Bank in relation to the User exceeding the limits of his/her authorisation;
- 3.13. the User has read the information published on the Bank's website [www.rietumu.com](http://www.rietumu.com) and/or the information included in the Terms and Conditions about all technical requirements in order the User could use the Electronic signature service and the remote banking systems maintained by the Bank. The devices used by the User meet these requirements, he/she has access to the Internet, and the Bank is entitled to unilaterally change these technical requirements;
- 3.14. the Bank is entitled to provide the User with information which is neither confidential and/nor addressed to the User personally by publishing it on the Bank's website [www.rietumu.com](http://www.rietumu.com).
4. The fees for the use of the Electronic signature and for the identification service are published on the Bank's website [www.rietumu.com](http://www.rietumu.com). The Bank is entitled to unilaterally set and/or change the fees pursuant to the procedure set in the Terms and Conditions. By signing the Agreement on his/her behalf, the User undertakes to pay to the Bank for the provided identification service.
5. The Bank uses the information provided by the User to the extent and within limits stipulated in the legislation of the Republic of Latvia. The information may be used for marketing and commercial purposes and handed over to persons within the Bank's Group entities and to other persons in line with the Terms and Conditions.
6. The substantive law of the Republic of Latvia governs the rights and obligations of the Bank and the User arising from the Agreement.
7. The Parties settle disputes and claims relating to the Agreement in line with the Terms and Conditions.
8. The Agreement takes effect upon its signature by the Parties and is valid for an indefinite period. The Agreement and/or the Terms and Conditions can be amended according to the Terms and Conditions. The Parties sign the Agreement by hand and/or electronically. The type of signature of the Agreement does not influence the legal force of the Agreement and the obligations assumed by the Parties resulting therefrom. The User is not entitled to withdraw from the Agreement based on the fact that the Agreement is signed electronically.
9. The Bank is entitled to refuse to provide the Electronic signature service to the User and refuse to sign the Agreement with the User without giving reasons for such a decision to the User. The signing of the Agreement on behalf of the Bank does not imply that the Bank and/or third parties undertake to provide to the User financial and/or other services that are not covered by this Agreement.
10. The Parties are entitled to terminate the Agreement in line with the Terms and Conditions. While the User is considered to be a client or a client's representative within the meaning of the Terms and Conditions, the User has no rights to terminate the Agreement with the Bank.
11. By signing the Agreement on his/her behalf, the User acknowledges and agrees that the User shall pay to the Bank a fee for the completed User's identification service, this service is fully provided in the moment of its provision. The User is not entitled to use the right of withdrawal from this service and is not entitled to ask the Bank to repay the made fee payment. This fee shall not be repaid by the Bank even when the Bank refuses providing the Electronic signature service to the User.

User represented by \_\_\_\_\_  
(name, surname)

Bank represented by \_\_\_\_\_  
(name, surname)

X \_\_\_\_\_  
(signature)

X \_\_\_\_\_  
(signature)

