



TRASTA KOMERCBANKA

GENERAL TRANSACTIONS AND ACCOUNT SERVICING REGULATIONS OF CYPRUS BRANCH

DEFINITIONS

“Bank” means JSC “Trasta Komerbanka” operating in Cyprus as a branch of JSC “Trasta Komerbanka”, Latvia with its legal address at Arch.Makariou III, 56 Nicosia, 1075, Cyprus.

“Customer” means a person or persons holding any account with the Bank or have obtained any other banking service offered by the Bank.

“Parties” means both the Bank and the Customer;

“Regulations” means the General Provisions and Account Servicing Regulations of the Bank

“Security Identificator” means the security procedures that shall be agreed between the Bank and the Customer when the latter sends instructions to the Bank by electronic means of communication for the purpose of authenticating these instructions and shall include Tested Keys, Access Codes, Personal Identification Numbers (“PINs) and Passwords.

“Statutory Requirements” means all the requirements set out by the laws, rules and regulations of Cyprus and the Central Bank of Cyprus and of any other jurisdiction as applicable.

1. GENERAL PROVISIONS

1.1. The **Regulations** set forth the legal relationship between the **Bank** and its Customers which shall at all times be in compliance with the Statutory Requirements. Specific Bank transactions and provisions of any such specific services shall be subject to separate Bank regulations, instructions as well as corresponding agreements concluded between the Bank and the Customer. Unless otherwise provided for by any specific agreement, the Regulations shall form an inseparable part of each and any agreement entered by the Customer and the Bank (further in the text jointly and severally referred to as **Party/Parties**). The Regulations shall apply to any separate issues not regulated by specific agreements concluded between the Parties or shall serve for the purpose of resolving any disputes or unclear points arising out of or in connection with any particular agreement concluded between the Parties.

1.2. Accounts opened by the Bank shall be multi-currency current accounts. According to the roles, until the moment when the Bank has started to render financial services, the Customer is obliged to open the current account.

1.3. The representatives of the Parties shall sign the Agreement thus confirming that they have fully acquainted themselves with the provisions hereof and the Regulations, and express their agreement hereto and undertake to comply with the same.

1.4. Any Bank informative material (e.g., information booklets or advertisement of Bank services) shall not be treated as an offer on the Bank’s part to enter an agreement and the Bank shall retain the right to make any amendments or supplements to the aforementioned information materials.

1.5. The General Bank Price-list approved by the Bank (**Bank Price-list**), which specifies the amount of service fees and commissions chargeable by the Bank, shall form an integral part of the Regulations.

2. CUSTOMER IDENTIFICATION, VERIFICATION OF THE CUSTOMER'S SCOPE OF CAPACITY

To confirm the Customer's scope of capacity and legal capacity, upon entering relationship with the Bank (with respect to any of the Bank services) the Customer is required to provide the Bank with relevant documents in compliance with the Statutory Requirements and the Bank rules and regulations. The mentioned documents shall be furnished in the original for the Bank to make copies of and attest the same; or in separate cases provided for in these Regulations the notarised copies of such documents may be submitted to the Bank. Upon termination of the mutual relationships between the Bank and the Customer, the Bank shall retain copies of such documents. The Bank shall have the right to charge fees for the preparation of document copies in accordance with the approved Bank Price-list. Upon account opening, all Customers shall complete the Customer Query Form.

Upon account opening, all Customers, Non Cyprus residents, shall complete „Questionnaire for ascertaining whether the conditions relating to the term “non Cyprus resident” are met” (Form I.R.18A Q) 2002 and „Declaration for exemption from the deduction of defence contribution” (Form I.R.18A) 2002 to be exempt from deduction of special contribution for the defence relating to the interest paid or credited to Customers' accounts according to the Special Contribution for the Defence of the Republic Law N. 117(1) of 2002.

Upon account opening, the Bank may require the Customer to submit documents and information regarding the customer's economic activity and income verification.

2.1. Documents to be produced and submitted to the Bank

2.1.1. By Natural persons (Residents* and Non-residents)

- Personal identification document - passport valid to enter the territory of the Republic of Cyprus or other document valid to cross the boarder of the Republic of Cyprus.
- Proof of residential address (For example, original or certified copy of a utility bill or bank statement indicating the address of the Customer)

Remark. In the event the Customer submits the documents for opening an account to a representative of the Bank aboard, the presented identification document should contain the information which enables the Bank to check the identification of the Customer and reason of the Customer' s stay in the particular country.

** - Cyprus residents are Natural persons who reside in Cyprus for one or more periods which exceed in total 183 days during a tax year*

2.1.2. By Legal persons (Residents* and Non-residents), considering their particular form of incorporation (association and jurisdiction under which such legal person is registered):

- Registration Certificate;
- Memorandum and Articles of Association (Statutes or/and Agreement of Incorporation (Association) or By Laws);
- Certificate of Directors and Secretary (or similar document with the same meaning);
- Certificate of Shareholders (or similar document with the same meaning);
- Certificate of company's Registered address (or similar document with the same meaning);
- Board Resolution of account opening

- If the company was registered over a year ago, the document issued by the relevant state register or institution certifying the company' s current legal status shall be required (Certificate of Good Standing, Certificate of Incumbency, etc.);
- Document confirming identity of the persons vested with the signing (representation) rights (see paragraph 2.1.1)
- Deed of Trust (or similar document with the same meaning);
- Letter about the placement of bearer shares (if applicable)**
- Letter of undertaking for alteration in the company structure (if applicable)**

Legal persons concurrently with the signature sample shall submit company stamp sample provided the existence of any such stamp is required by the appropriate statutory instruments).

** - Cyprus residents are Legal persons whose control and management are exercised in Cyprus*

*** - Letters are submitted in case the Company is allowed to issue Bearer Shares*

Information about Company Directors

- If Individual Directors: Certified copy of passport and proof of residential address (copy of utility bill or of bank statement)
- If Corporate Directors: Certificate of Incorporation, official list of directors and certified copy of passport of each individual director

Information about Shareholders

- For individual Shareholders: Certified copy of passport and proof of residential address (copy of utility bill or of bank statement)
- For Corporate Shareholders: Certificate of Incorporation, official list of directors and certified copy of passport of each individual director

2.2. Supplementary Customer identification requirements

2.2.1. The Bank will not open an account to the Customer if the documents for opening an account are delivered by post, without making personal appearance to the Bank.

2.2.2. The Bank shall have the right to require submission of any supplementary documents as well as perform any such activities, which would ensure a complete identification of the Customer and obtain a notion of the Customer' s activity.

2.2.3. Powers of proxy, documents certifying representation or signing rights, as well as any cancellations or amendments thereof shall be regarded as fully valid and effective only when submitted to the Bank in writing. All amendments to the documents mentioned herein shall be prepared by the Customer and submitted to the Bank in accordance with the same procedure set out in the Regulations with respect to the documents themselves.

2.2.4. The Bank shall have the right to require further information or documents related to the Customer' s financial transaction, including the information about the persons involved in the transaction.

2.2.5. The Bank shall have the right to refrain from entering any particular transaction (or to refuse entering of the same) if the Customer fails to provide the Bank with the required information on the particular transaction in the fixed term or the information provided seems to be insufficient or of unsatisfactory quality and the Bank shall bear no responsibility under such circumstances.

2.2.6. If pursuant to the requirements of the Statutory Requirements or of any other applicable legislation or instructions, decree, ordinance, requirements or other action by any competent (controlling) institution, the Bank is obligated to obtain any additional information or

documents with respect to the Customer or Customer's transactions, the Bank shall contact the Customer to notify of the character of the required information and/or documents as well as of the date by which such information and/or documents are due. The Bank shall not act upon the Customer instructions until the Customer comply with all Bank requirements (specifically, provide the Bank with all the required documents or a part hereof).

2.3. Signing (representation) rights

2.3.1. Legal persons shall be entering into any legal transactions via intermediaries acting as their legal representatives. The Customer shall promptly and in writing notify the Bank of any facts having a material impact on the mutual relationships, particularly of any change of name, status, representatives, shareholders and signing rights as well as of any changes in address by supplying relevant supporting documentation.

2.3.2. The Customer shall have the right to authorise any third person to perform any bank operations on the Customer's behalf. Such authorization shall be Company's Board Resolution of account opening (**Resolution**), submitted to the Bank, or the Resolution, prepared in accordance with the form approved by the Bank. The Bank shall not have the obligation to check the validity of any such Resolution, submitted to the Bank. If the Resolution, submitted to the Bank, has an indefinite term, irrespective of its type, the Customer shall have the obligation to notify the Bank of the cancellation of such Resolution. The Parties have agreed that the Resolution issued for an indefinite term shall be binding upon the Bank until the Customer's signed cancellation notice is received. In the event of failure to serve the cancellation notice to the Bank, the Customer shall be fully responsible for any consequences resulting from failure to serve any such notice.

3. CORRESPONDENCE

Correspondence between the Customer and the Bank shall be maintained either in Latvian, Russian or English language.

The Bank shall have the right to require duly notarised (and legalised (apostilled)) translations of the Customer's documents submitted to the Bank (including the identification documents) if such are not executed in any of the aforementioned languages. If the Bank makes any such translations or uses the services of the third parties for this purpose, the Customer shall be obligated to compensate to the Bank any expenses resulting thereof. The Bank shall have the right to charge the Customer's accounts with the expenses resulting from performing any such translations without prior acceptance and without obtaining prior approval by the Customer.

3.1. Sending and receiving notices

All notices, letters, payments, statements of customer account and confirmations shall be forwarded to the Customer and the delivery thereof shall be regarded as complete, provided:

- 1) When sent by post, the notices are sent to the last Customer's address known to the Bank;
- 2) When sent by fax or TELEX, or via electronic mail, the documents shall be deemed delivered on the date of sending.

The Customer shall bear all risks pertaining to forwarding messages via electronic means of communication.

Unless provided otherwise, the Bank may select the means of communication taking into consideration the Customer's interests.

4. PAYMENT INSTRUCTIONS

4.1. Payment instructions shall be prepared according to the form approved by the Bank and the Customer shall ensure that all appropriate sections of the payment instruction are filled out in a clear and legible manner.

4.2. Documents furnished to the Bank are filled out and signed with a blue or black pen, i.e., to ensure that the text contained thereof is preserved for an unlimited time and cannot be removed by any means other than causing an obvious damage to the material of the document. The Bank shall not verify whether the pens are used as provided herein.

4.3. The Customer shall be responsible for any losses resulting from use of the writing tools other than those mentioned in paragraph 4.2 or submission of the documents that are illegible or wrongly prepared (i.e., not in accordance with the form approved by the Bank), and the Bank shall not be responsible to the Customer for any losses resulting hereof. If the amount stated in the payment instruction in figures differs from that expressed in words, the amount expressed in words shall be regarded by the Bank as correct. The Bank shall have the right to turn down any payment instruction that is prepared incorrectly, is incomplete or contains illegible orders, as well as the instructions that contain crossed out words or any other corrections.

5. PAYMENT TRANSACTIONS

The Bank shall have the right without prior approval by the Customer to accept any payments into the Customer's account. Such right shall be deemed irrevocable except upon Account closing. The Customer shall assume the responsibility and ensure that all transaction performed by the Customer are in compliance with the existing Statutory Requirements. Hereby the Customer is made aware by the Bank that pursuant to the existing Statutory Requirements the funds may be credited to the holder's account also only if the account number is indicated in the payment instruction. However, the Bank shall retain the right not to act upon the payment instruction if the Bank holds any doubts with respect to the correctness of recipient's name or account number. The Bank shall also have the right to turn down the Customer's instructions in other cases mentioned in the Regulations or in the occasions stated in the agreements concluded between the Bank and the Customer or pursuant to the Statutory Requirements.

5.1. Debiting Customer's Account (funds transfer from the Customer's account).

5.1.1. The Bank effects transactions in compliance with the Regulations, the Statutory Requirements and the Customer's instructions, unless otherwise provided for by any separate agreement between the Parties. The instruction may be either given in person or sent via electronic means of communication. If the amount of the Customer payment instruction exceeds the balance of the Customer's account in a given currency, the Customer may instruct the Bank to perform payments by using funds available to the Customer in other currency. If the Customer fails to give such specific instruction to the Bank, the Bank shall turn down the Customer's instruction. The Bank shall fulfill the Customer's instruction only if there are sufficient funds on the Customer's account to perform any such transaction.

5.1.2. The Bank may refrain from fulfilling the Customer's instruction if the Bank considers that any such activity may be related to legalization of proceeds derived from criminal activity or from any other activity which is forbidden by the Statutory Requirements. In such events the Bank shall act in accordance with the applicable laws and regulations that govern the procedure of preventing the legalisation of proceeds derived from criminal activities or from any such other activity forbidden by the Statutory Requirements, including the Customer upon the Bank's demand shall have the obligation to submit information and documents regarding actual beneficiaries, including third parties and any transactions, performed by the Customer, economic, personal activity, financial position and sources of incomes of the Customer.

5.1.3. The Bank shall only act upon such Customer's instructions that are filled out in accordance with the form approved by the Bank with all sections of the payment instruction filled out as appropriate. The payment instruction must be signed on behalf of a particular Customer by the person vested with signing rights and (if it is foreseen) shall bear the

Customer's stamp similar to the sample in the signatures sample document. The Bank shall compare the visual similarity of the stamp to that contained in the signatures sample document; the colour of the stamp shall not be regarded. In the event any such item is lacking (or is incomplete and/or imprecise) the Bank shall have the right (but not the obligation) to turn down the payment instruction upon notifying the Customer of such instance and requesting the Customer to prepare the payment instruction in a proper manner. The Bank shall not be responsible for notifying the Customer of turning down the payment instruction if: 1) the sender cannot be identified; 2) the Customer does not have sufficient funds in the Account for the Bank to act upon a given payment instruction.

5.1.4. Except for gross negligence on behalf of the Bank in making comparison of the signature and the stamp, the Bank shall not be responsible if it has been stated by the examination that such signature and stamp are counterfeited.

5.1.5. The Bank shall not be responsible for verifying the identity of persons submitting payment instructions issued by the Customer if such instructions are in compliance with the Regulations (and provisions of any other agreement concluded between the Parties).

5.1.6. In the event of the Customer sending via fax or other electronic means of communication of multiple payment instructions for the sums exceeding the amount of funds available to the Customer the Bank shall have the right to fulfill such instructions in free sequence at its own discretion, should the same be possible, or otherwise refuse to fulfill such payment instructions if the Customer fails to establish the sequence of payments.

5.1.7. Following verification of the payment instruction, an appropriate Bank officer by signing and affixing the stamp upon the payment instruction confirms the fact the payment instruction has been prepared in full compliance with the Regulations. The term "the date of acceptance of the payment instruction" mentioned in the Regulations and the Bank Price-list shall be the day on which the Bank officer accepted the payment instruction by signing and affixing the stamp upon the same. If the payment instruction cannot be fulfilled due to insufficient funds on the Customer's Account, the payment instruction shall be fulfilled promptly after sufficient amount of funds appears in the account, however provided that the payment instruction shall remain valid by the end of the sixths banking day following the date on which the mentioned payment instruction was written.

5.1.8. If the Customer chooses to have the payment instruction performed within a specified term, the Customer should set out such term upon submission of the payment instruction to the Bank, however such term shall in no event exceed six banking days following the date on which the mentioned payment instruction was written. The Bank shall act upon the payment instruction on a specified date provided that there are sufficient funds in the account on such date of payment. Upon submission of the payment instruction to the Bank the Customer shall have the right to require that it is fulfilled as an express transfer or high priority transfer. In the absence of such requirement it shall be assumed that no such special requirement was made by the Customer with respect to fulfillment of the payment instruction.

5.1.9. Payments shall be transferred to the Customer's account number indicated in the payment instruction. If payment is made in foreign currency, it shall be recorded in the Customer's account in respective currency (indicated in the payment instruction), unless otherwise agreed between the Bank and the Customer. If no specific currency is indicated in any particular instruction (or any other document submitted to the Bank pursuant to the agreement concluded between the Parties) it shall be assumed that such currency is Euros.

5.2. Opening of sub-accounts.

Based on the Customer's written application and justification the Bank may open a sub-account of the Customer's account. In creating a sub-account number the Customer's Account number shall be used. The sub-account shall constitute a part of the Customer Account and any sub-account activities and the Customer's responsibility shall be governed by the Regulations and the Statutory Requirements.

The Bank may refuse at its absolute discretion to open a sub-account to the Customer..

6. USE OF MEANS OF ELECTRONIC COMMUNICATION

6.1. By electronic means of communication the Parties shall mean Internet, modem and telephone communication, as well as any software applications services provided by the Bank to the Customer.

6.2. The Bank shall have the right to accept and execute instructions of the Customer forwarded to the Bank via electronic means of communication which contains information confirmed by the Security Identifiers (in accordance with the Regulations) shall have the legal force of a document. The Bank shall be vested with the right to handle Customer information received via electronic means of communication similar to the way it handles any hard copies of the documents. For the purpose of resolving any disagreement that may arise between the Parties, any information sent or received by the Parties via electronic means of communication shall be treated as written evidence under the applicable statutory instruments of the Republic of Cyprus.

6.3. In case Customer and the Bank have agreed about making conversion bargains, Customer has rights to do the conversion orders on phone. In this case the record is approval of the bargain that has been given to the Bank and in the case of disputes is verification according to the roles, point 6.2.

6.4. Client shall foreclose the access by any unauthorised third party to the data encryption diskettes provided to the Customer as well as software applications meant for preparation and receipt of information, or the document archive. In case the Customer is aware or suspicious of such information having become available to third persons it is the Customer's obligation to promptly let the Bank know of any such instance. The notice may be given in any form. However, if such notice has been given orally, it is the Customer's obligation to promptly serve a subsequent notice in writing. The Bank shall be responsible to the Customer from the moment of receipt of the Customer's notice about any such information becoming available to third persons. For the purpose of these Regulations, Third persons shall mean any persons whose official scope of authority does not include processing or handling information sent to the Bank via electronic means of communication.

6.5. The Customer shall be responsible for all transactions performed on the basis of instructions sent via electronic means of communication on the Customer's behalf (except those cases when as provided by these Regulations the Customer has duly notified the Bank of the Identifiers becoming known to third persons). In connections to the aforesaid, the Customer shall bear all risks and responsibility for the losses resulting from error and/or disruptions in electronic means of communication, including blackouts, brownouts due to destruction or damage caused to communication systems. The Customer shall hold the Bank harmless against any claims of loss or damage related thereto and shall indemnify the Bank and keep the Bank indemnified against any liability, losses, damages or expenses arising in consequence of acting in reliance on any such communications and any actions, proceedings, costs, claims and demands in respect thereof.

6.6. The Bank may refuse to act on any instruction received by electronic means of communication if:

- (a) the Bank doubts the authenticity of such an instructions; or
- (b) the Bank considers that the instruction is not sufficiently clear; or
- (c) the Bank believes that doing so might put it in breach of any of the Statutory Requirements.

7. TESTED KEYS, ACCESS CODES, PASSWORDS

7.1. The Security Identifiers shall be used by the Customer to enhance the security of communication between the Customer and the Bank. Use of Security Identifiers is governed by the regulations and instructions on which basis the Customer shall have the

right to apply Security Identifiers in using the Bank services. To obtain Security Identifiers the Customer or Customer representatives apply to the Bank and fill out the required documents. The Customer shall keep all Security Identifiers secret and shall never disclose them to anyone. Furthermore the Customer shall take reasonable care to prevent their unauthorised or fraudulent use.

7.2. The Tested Key is an encryption system used for confirmation of particular activities undertaken on the basis of the mutual agreements between the Bank and the Customer.

Any payment instruction or instruction relating to servicing an account as well as an application to open a deposit account, confirmed by the tested key as an expression of the Customer will, shall be treated as the documents having equal legal force with those prepared in writing and confirmed by the Customer's (or Customer representative's) signature and stamp (if required), i.e., the Bank shall accept the expression of the Customer's will in accordance with the above as definitely stated.

Any other Customer's instruction to the Bank shall similarly possess the legal force mentioned in the second paragraph above if confirmed by the Customer's tested key as an expression of the Customer's will, if such procedure of giving Customer's instructions that are binding upon the Bank has been provided for by a mutual agreement between the Customer and the Bank.

7.3. The Tested Key is an encryption system used for the confirmation of particular activities undertaken on the basis of mutual agreements between the Bank and the Customer.

Any payment instruction or instruction related to account servicing as well as an application for opening a deposit account, confirmed with the tested key as an expression of the Customer will, shall be considered as the document having equal legal force with those prepared in writing and confirmed by the Customer's (or Customer representative's) signature and seal (if required), i.e., the Bank shall accept such expression of the Customer's will in accordance with the above mentioned as definitely stated.

In addition to the aforesaid and provided that the Bank has definitely expressed its agreement to accept the Contracts which the Customer has signed with the Tested Key, the Parties agree that such Contracts have equal legal force to those confirmed by the Customer's signature and seal. In the context of this paragraph the term Contracts/Contract includes: the credit agreements, the overdraft agreements, the factoring agreements, the warranties, the agreements on granting of guarantees, the applications and documents in relation to documentary operations, as well as other contracts and agreements in accordance to which the Bank issues a loan to the Customer or the Parties regulate the questions related to the issuing of loans, services regarding the documentary operations and issue of bills of exchange.

In addition to the aforesaid, provided that the Bank has definitely expressed its acceptance, any other Customer's instruction to the Bank shall have the same legal force as mentioned above in this paragraph if confirmed with the Customer's tested key as an expression of the Customer's will and the Customer and the Bank have made a mutual agreement on such procedure of issuing the instructions that are binding on the Bank.

7.4. For the purpose of resolving any disagreements arising between the Parties, instructions sent by the Customer to the Bank via fax or electronic means of communication and confirmed by the Identifiers shall be treated as written evidence under the applicable statutory instruments of the Republic of Cyprus. In setting of this point the record of the phone call between the Bank and the Customer is to be considered as verification

7.5. If the Customer has lost the Security Identifiers, or if the Security Identifiers have become known to any third party, the Customer shall have the right to obtain new Security Identifiers. In such case the Customer or the Customer's proxy shall apply to the Bank in

person, and the new Security Identifiers shall be issued to the same according to the generally accepted procedure.

7.6. If the Bank has reasonable grounds for supposing that an unauthorised person of the Customer has given instructions or used Security Identifiers on behalf of the Customer, the Bank shall have the right (but not the obligation) of non-performing the Customer's instructions unilaterally and without prior notice and deny access to any particular service. The Bank shall notify the Customer of the aforesaid within one day.

8. CUSTOMERS COMPLAINTS

8.1. It shall be the responsibility of the Customer promptly upon receipt of the statement of account balance or any other document to check the correctness and completeness of the same. All written complaints with respect to the content of received documents shall be furnished promptly upon receipt thereof but not later than within 14 days following the date when the Customer had an opportunity to receive any such document. If the Customer failed to forward the complaint within the time period specified above, the Customer shall be deemed as having accepted the performed transactions by default. If the Customer failed to receive the expected payment or if the Customer became aware that any of the Customer's instructions has no been fulfilled or has been fulfilled in an inappropriate manner, or if the Customer failed to receive the transactions performance report (statement of account balance or similar evidence), the Customer shall be responsible to promptly notify the Bank of the same.

8.2. Customer's complaints shall be considered by the Bank within 14 (fourteen) days following receipt of the same.

8.3 The Customer shall be deemed to receive such statements on delivery to, or within 15 days after the Bank sends them by post to the Customer or any other authorized person unless the Customer or the authorized person delivers a complaint in writing to the Bank of non-receipt within 30 days after the relevant periodic date upon which such statements are usually dispatched or agreed to be dispatched by the Bank.

8.4 The Bank shall request the Customer periodically to agree and sign an acknowledgment of balances, and signature thereof by or on behalf of the Customer shall be confirmation by the Customer that all entries are correct and that the position as between the Bank and the Customer as at the date when such acknowledgment was prepared by the Bank is as stated therein.

9. INTEREST AND BANK SERVICE CHARGES

9.1. The amount of interest accruable on the balance of account, bank service charges and bank fees shall be determined on the basis of the existing effective Bank price-list. Interest accruable on the balance of account shall be calculated for the actual number of calendar days of the deposit, the number of days in a year assumed to be 365 (three hundred sixty five), unless otherwise stated by separate agreements between the Bank and the Customer.

9.2. Unless otherwise agreed with the Customer, the Bank may charge reasonable fees for other services not included in the price-list and deemed necessary by the Bank when acting upon the Customer instructions. Unless the amount of such fees is separately agreed by the Bank and the Customer prior to provision of any such service, the Customer shall have no further right to dispute the amount thereof.

9.3. The Bank shall reserve the right to unilaterally amend the rates of interest accruable on the balance of account and change the bank service charges and fees for the services included in the Bank price-list. Such amendments and changes shall become effective from the date of approval unless any other term is provided.

10. TAX, DUTIES AND OTHER CHARGES

10.1. If pursuant to the legislation of the Republic of Cyprus or other Statutory Requirements the Bank is required to withhold tax from any disbursements to Cyprus resident Customers, the Bank shall perform disbursement of the funds to the Customer only after any such tax provided for by the Cyprus legislation has been withheld from the Customer's account.

11. CONFIDENTIALITY

The Bank shall keep confidential all information with respect to Customer transactions. The Bank shall have the right to disclose information with respect to the Customer, Customer's accounts, funds and transactions thereof, as well as any other information that is regarded confidential pursuant to applicable Statutory Requirements or any information that is treated as confidential upon mutual agreement between the Bank and the Customer and that became available to the Bank exclusively in the instances provided for and governed by the Statutory Requirements.

The customer has agreed and has granted the rights to the Bank to furnish information about the Customer and his account transactions provided that such information is required by the correspondent banks of the Bank and the Bank shall have the right to exchange data about the Customer with other banks in compliance with the laws and regulations in force.

12. LIABILITY OF THE BANK

12.1. The Bank shall indemnify the Customer for any malicious loss or damage, or loss or damage resulting from gross negligence.

12.2. Irrespective of the aforesaid, the Bank shall not be liable to the Customer for any loss or damage resulting from action of the elements, natural catastrophe, enemy action, war, international conflict, statutory instrument, decision, rules or requirements of Central Bank of Cyprus or of similar bank supervisory authorities, power disruptions, blackouts or brownouts, or actions of third persons.

12.3 If the Bank when acting upon the Customer's instruction uses any of the services provided by correspondent banks, the Bank shall not be hold liable for the operations thereof.

13. LIABILITY OF THE CUSTOMER

13.1. In addition to the Customer's liabilities set out in these Regulations, the Customer shall assume the liabilities set forth below.

13.2. The Customer shall be liable for the completeness and truthfulness of information disclosed in the Customer's instructions, also for the compliance of performed transactions to the applicable laws.

13.3. The Bank may impose lien or encumbrance over the Customer's property, which came into the Bank's legitimate possession and administration for as long as it may be required to ensure the Customer to meet its obligations to the Bank.

13.4. The Bank shall have the right, without prior notice to the Customer, at any time to combine or set off balances on separate accounts of the Customer with it. The Bank shall further be entitled to set off against any credit balances of the Customer with any other liabilities of the Customer to the Bank whether present, future or contingent.

13.5. The Bank may charge commission according to the Bank price-list for the accounts that have been idle for one year or longer.

13.6. The Customer shall be responsible for any losses resulting from the Customer's failure to notify the Bank in due time of any changes in the name, status, address, representation or signing rights or any other aspects that are of material importance for the mutual relationship between the Parties. Similarly, the Customer shall be responsible for any losses caused to the

Customer or to the Bank due to the lack of legal capacity either of the Customer, Customer representatives or third persons, except the Bank has been duly notified in writing to that effect.

13.7. In case Customer gives the order to make a conversional transaction with date of completion which differs from date of giving the order, Customer is obliged by request of the Bank to ensure an irreducible balance of account till 10% from an amount of given conversional transaction (the Bank determines value of insurance in its discretion). This irreducible balance of account is considered to be a guaranty for fulfillment of the Customer's obligations concerning with conversional transaction.

Until the conversional transaction is not fulfilled, the Bank shall have the right to request from the Customer to increase the balance of irrevocable account. Should the Customer disregard the request of the Bank, the Bank shall have the right to apostatize unilaterally and to discharge the agreement of conversional transactions. In the case of any losses the Bank should bear due to default conversional transaction, the Bank shall have the right to cover the losses deducting unilaterally the amount of Customer's insurance, in the case of insufficiency of these funds to cover the losses, the Bank shall have the right to deduct the amount from any of Customer's accounts with the Bank.

14. WRITE-OFF WITHOUT ACCEPTANCE

14.1. In the event the Bank as the payer upon acceptance of the payment instruction credits the indicated Customer's account, and subsequently discovers that the wrong account number has been indicated and the funds have been meant for another recipient, the Bank shall have the right to debit the aforementioned account without acceptance writing off the erroneously credited amounts.

14.2. The Bank shall have the right to write off the account any amounts without prior acceptance by the Customer for the purpose of repayment of any Bank's claims by the Customer as well as in other cases provided for by the Statutory Requirements.

14.3. Under the condition that the Customer is aware that in accordance with the Statutory Requirements the funds are credited to the account only if the recipient's account number is properly indicated, in those cases when the payment was made not in presence of the payer, the Customer shall have the right to request the recovery of the amounts transferred by mistake, however the Bank shall not be under obligation to perform such recovery, and in any event the Bank shall not be liable for non-recovery of any such amounts.

15. ACCOUNT CLOSING

15.1. The Bank may at its absolute discretion at any time and from time to time by giving 15 days notice in writing to the customer close any account of the Customer.

15.2 The Customer may at its absolute discretion request the Bank for closure of any accounts the Customer has the Bank and the termination of any other services offered by the Bank to the Customer.

15.3. The Account shall be closed and the balance calculated within 10 banking days (unless otherwise provided) upon the receipt of written request from the Customer to close the Account and provided that the Customer has covered all appropriate charges with respect to account closing in accordance with the price-list. The Bank shall continue to accrue interest on the account balance at the rate specified in the effective price-list on the date of account closure. Still, in any case the closing of account shall be possible only after the Customer's accomplishment of all obligations with the Bank, and also when Customer has closed all other accounts that were necessary for receiving of Bank services.

15.4. Upon account closure, the Bank shall disburse to the Customer the funds constituting the balance on the account plus accrued interest in compliance with the provisions of these

Regulations, including the provisions of paragraphs 10. and 15.4.herein. Upon account closure the Bank shall keep the documents submitted to the Bank when opening the account and operating with it.

15.5. Upon termination of contractual relationships between the Parties, any claims that either Party may have to the other Party shall be governed by the Regulations, the Statutory Requirements and the Bank price-list effective at the date of termination. The Customer shall be obligated to acquit the Bank from all obligations, assumed by the Bank for the purpose of acting upon the Customer's instructions, and ensure sufficient collateral until then.

16. AMENDMENTS AND SUPPLEMENTS

The Bank shall retain the right from time to time to make amendments and supplements to the Regulations and the Bank price-list. The Bank shall notify of any such amendments or supplements by making such information available in the Bank premises. The Customer may get acquainted with the Bank Regulations, the Bank price-list or any other regulations in the Bank premises during working hours. The Customer shall be regarded as having acquainted with the Bank Regulations, Bank price-list or any other regulations starting from the day the same were made available in the Bank premises, and the new Bank Regulations, Bank price-list or any other regulations shall be binding to the Customer starting from the day any such Regulations, Bank price-list or any other regulations were made available in the Bank premises.

Customers also shall be bound by any such amendments and supplements to the Regulations, Bank price-list or any other regulations starting from date when the same became available on the Bank Internet web-page.

17. GOVERNING LAW AND JURISDICTION

The relationships between the Customer and the Bank shall be governed by the applicable statutory instruments of the Republic of Cyprus. The Bank premises shall be regarded as the location at which Bank services are provided. Any dispute, disagreement or claim arising between the Bank and the Customer that cannot be resolved by way of negotiations shall be referred to and finally settled by competent courts of the Republic of Cyprus in accordance with the valid legislative acts. The provisions set forth in the aforesaid document shall be regarded as incorporated in this paragraph. The court proceedings shall be conducted in Greek (as per the requirements of the Civil Procedure Rules) and the assistance of translators shall be required. All matters of disputed shall be considered in Nicosia, Republic of Cyprus. The Bank and the Customer may agree on any other venue of execution, consideration and applicable legislation. However, irrespective of the aforesaid, the Bank shall reserve the right to file claims against the Customer to any other court in accordance with the governing applicable legislation.

18. SUCCESSORS

In the event of death or loss of legal capacity of a natural person, the right to dispose the Customer's funds pursuant to the effective legislation shall have the assignee, trustee or custodian, or the legatee, whose right to succeed has been confirmed in compliance with the acting laws and regulations. The Bank shall not be held liable if the document certifying the person's right is subsequently questioned or cancelled.

In the even of a legal person subject to liquidation or reorganisation, the right to dispose of the Customer's funds shall be granted to a legal successor or assignee, which has confirmed to the Bank the status by submitting relevant documents prepared in accordance with the applicable statutory instruments.

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