

Riga,

_____ 20____

JSC "TRASTA KOMERCBANKA", registered with the Commercial Register of the Republic of Latvia under unified registration number 40003029667, legal address: 9, Miesnieku Street, Riga, LV-1050, Republic of Latvia, represented by the Chairman of the Board Gundars Grieze, acting on the basis of the Articles of Association, hereinafter referred to as the "Bank",

Seller:

Name, surname/ Company name:

Personal identity No./ Reg. No.:

Passport data:

Address:

Account JSC "TRASTA KOMERCBANKA" No.: LV __/ KBRB __/__/__ __/__/__ __/__/__

Buyer:

Name, surname/ Company name:

Personal identity No./ Reg. No.:

Passport data:

Address:

Account JSC "TRASTA KOMERCBANKA" No.: LV __/ KBRB __/__/__ __/__/__ __/__/__

hereinafter jointly/severally referred to as the "Parties"/"Party", based on the will of the Parties expressed voluntarily, without deceit, duress or coercion, have concluded the following agreement (hereinafter – the Agreement):

PART 1

1. Escrow account No.: LV __/ KBRB __/__/__ __/__/__ __/__/__

2. Type and subject of transaction (Description of the Transaction /Purchasable – On Sale unit/-s):

3. Amount and currency of transaction: Expressed in figures:

Expressed in words:

4. Documents to be submitted to the Bank to confirm the fulfillment of Seller's obligations (hereinafter - the "Documents"):

5. Document submitter:

Representative's name, surname:

Personal identity number:

SELLER

BANK

BUYER

Passport data:

Address:

6. The term for payment the amount of transaction into the Escrow account:

7. Document submission date:

PART 2

1. General Provisions

1.1. If a signer of the Agreement is not authorized to represent the Party on behalf of which the signer is acting on the date of Agreement signature, the signer shall assume any/all obligations under the Agreement as a private individual and shall assume unlimited liability for their fulfillment.

1.2. In the event of signature forgery of either the Buyer or the Seller, provided that the case has been prosecuted on the event of forgery, the Bank shall have the right not to pay the amount of Transaction under the forged document, until the judgment on the due case enters into force.

2. Subject and Purpose of the Agreement

2.1. In accordance with the provisions of this Agreement the Bank shall ensure opening and maintaining of an Escrow account.

3. Conclusion of the Agreement and Coming into Force

3.1. The Agreement shall be concluded solely provided that the Seller and the Buyer have opened current accounts with the Bank (hereinafter the "Account").

3.2. The Agreement shall be deemed concluded and entered into force provided that the following two conditions are met:

3.2.1. the Parties have signed the Agreement,

3.2.2. the commission for Escrow Account opening and maintenance has been paid.

4. Rights and Obligations of the Parties

4.1. The Buyer shall ensure that the Transaction amount is transferred to the Escrow Account within the time period specified in Paragraph 6, Part 1 of the Agreement.

4.2. Both the Seller and the Buyer shall have the right to request from the Bank information about the state of the Escrow Account.

4.3. (1) The Seller or the Seller's authorized representative as specified in Paragraph 5, Part 1 of the Agreement shall submit Documents to the Bank within the time period set for submission of Documents in Paragraph 7, Part 1 of the Agreement and shall notify the Seller thereof.

(2) The Bank shall verify the submitted documents for formal compliance with the Documents specified in Paragraph 4, Part 1 of the Agreement, however, without perusal of the contents and verification of their authenticity.

(3) If after such verification the Bank establishes that the submitted documents comply with the Documents specified in Paragraph 4, Part 1 of the Agreement, the Bank shall accept the documents and produce an Acceptance Certificate in 2 (two) copies, one for the Seller and the other for the Bank.

(4) If after such verification the Bank establishes that the submitted documents do not comply with the Documents specified in Paragraph 4, Part 1 of the Agreement, the documents shall not be accepted and the Seller shall have to eliminate shortages that caused the said non-compliance and re-submit the documents to the Bank within the Document submission term specified in Paragraph 7, Part 1 of the Agreement.

4.4. (1) The Buyer shall be obliged within 2 (two) working days of the Bank following the Seller's notification to appear in person at the Bank in order to accept the Documents by signing thereof an Acceptance Certificate of Documents. The Bank shall transfer the amount of Transaction to the Seller's account and close the Escrow Account after the Buyer has accepted the Documents and signed the Acceptance Certificate. The Buyer's signature on the Acceptance Certificate shall certify that the Buyer has no objections regarding the formal compliance of the Documents with the Documents specified in Paragraph 4, Part 1 of the Agreement.

(2) If the Buyer has not accepted the Documents, the Agreement shall be suspended until they are accepted by the Buyer or the Parties agree on changes in future performance of the Agreement.

4.5. No Buyer's objections regarding any non-compliance of the Documents shall be accepted after signing the Acceptance Certificate.

4.6. Both the Seller and the Buyer shall notify the Bank in writing of any changes of data which is provided in the Agreement or submitted according to the Agreement. The period of notification shall cover seven days following the date of changes or the day when the Buyer/Seller had to become aware of such changes.

4.7. The Bank shall charge commission for services upon their rendering to the Buyer/Seller in accordance with the Agreement and pursuant to the applicable Pricelist of the Bank (hereafter – the "Pricelist" on the date of services rendering.

5. Liability of the Parties

5.1. The Buyer and the Seller shall be liable to the Bank for genuineness, precision and fullness of the data provided in the Agreement and submitted to the Bank in line with the provisions of the Agreement, as well as for giving notice promptly in case the said data change.

5.2. The Bank shall be held liable for any mistakes made during verification of the Documents solely in case of a malicious action or gross negligence on the part of the Bank.

6. Termination of the Agreement

6.1. The Agreement shall be terminated:

6.1.1. based on notification submitted to the Bank and signed jointly by the Seller and the Buyer;

6.1.2. if within the term for payment the Transaction amount to the Escrow Account (Paragraph 6, Part 1 of the Agreement) the Transaction amount is not transferred to the Escrow Account in full;

6.1.3. if within the Document submission term (Paragraph 7, Part 1 of the Agreement) the Documents are not submitted to the Bank or the Bank has not accepted the Documents;

6.1.4. if the Buyer and the Seller have fulfilled their obligations arising from the Agreement and the Bank has transferred to the Seller the amount of the Transaction and has closed the Escrow Account;

6.2. If the Agreement is terminated due to the cases specified in Part 2, Paragraphs 6.1.1 - 6.1.3 of the Agreement, the Bank shall transfer funds from the Escrow account (if any such are available) to the Buyer's Account and close the Escrow account.

6.3. If the Bank has received a bailiff's order for seizure the Escrow Account funds or if other enforcement actions are applied to the Escrow Account funds under the normative acts, the Bank shall be entitled not to fulfill its obligations under the Agreement until the Bank receives a relevant document repealing the above mentioned restrictions.

7. Miscellaneous provisions

7.1. The Pricelist shall be available at the Bank's premises during office hours of the Bank.

7.2. The Agreement is made in four copies in the English language; each copy consists of three pages. One copy shall be held with the Buyer, one with the Seller but the other two with the Bank; all copies have identical legal force.

7.3. Any/all amendments to the Agreement shall be executed in writing and signed by authorized representatives of the Parties.

7.4. If the verbal expression of figures differs from the numerical expression, then the verbal expression of figures shall prevail.

8. Disputes and jurisdiction

8.1. Legal relations between the Parties shall be governed by the provisions of business documents signed by and between the Parties, legal norms of the Republic of Latvia, as well as *General Transaction and Account Service Regulations* of JSC TRASTA KOMERCBANKA, which are available at working hours at the premises of the Bank, inasmuch as the same do not contradict to requirements of the above mentioned legal instruments.

8.2. Any dispute, disagreement or claim arising from or relating to this Agreement, its amendment, violation, termination, legitimacy, invalidity and/or translation (interpretation) shall be settled by means of negotiations. If the Parties fail to resolve a dispute by means of negotiations, it shall be settled by the Association of Latvian Commercial Banks Court of Arbitration at Riga under the Articles and Regulations of the said Court of Arbitration and the Regulations on the Association of Latvian Commercial Banks Court of Arbitration costs. The provisions of these documents shall be regarded as a part of this Paragraph. The language of the Arbitration shall be Latvian. If any of the Contracting Parties is regarded as a consumer for the purpose of the Republic of Latvia *Consumer Rights Protection Law*, the dispute shall be referred for consideration to a judicial authority of the Republic of Latvia according to location of the Bank (legal address).

SELLER

BANK

BUYER