



# **LPB Bank General Terms of Remote Client Identification**

**Version 2**

**Riga, 12.10.2023**



## TERMS AND DEFINITIONS

**PEP Close Associate** – an individual known to have a business or other close relationship to a PEP, a shareholder or participant in the same company as a PEP, or an individual being the sole owner of a legal entity known to have been established for the actual benefit of a PEP.

**Outsourcer 1** – the company (Sum and Substance Ltd, address: 30 St. Mary Axe, London, England, EC3A 8BF, reg. No. 09688671) with which the Bank has concluded an agreement on providing technical support for Remote Identification, and which provides such Remote Identification under the agreement.

**Outsourcer 2** – the company (Evidos B.V., address: Zijlweg 148a, Haarlem, Netherlands, post code 2015BJ, reg. No. 56686331) with which the Bank has concluded an agreement on providing technical support for SES.

**Bank** – AS "LPB Bank", registered in the Republic of Latvia under uniform registration No. 50103189561, registered office: Brīvības iela 54, Rīga, LV-1011, E-mail address: [info@lpb.lv](mailto:info@lpb.lv), website address: [www.lpb.lv](http://www.lpb.lv), BIC/SWIFT: LAPBLV2X. The Bank has been issued a licence for conducting credit institution activities, and its operations are overseen by the Bank of Latvia. The address of the Financial and Capital Markets Commission is: K.Valdemāra iela 2a, Rīga, LV-1050.

**Pricelist** – the service pricelist approved by the Bank, as valid on the date of executing a specific operation of the Bank and available at points of service and on the Bank's website: [www.lpb.lv](http://www.lpb.lv).

**Document package** – documents signed by the Client/Client's representative with one SES signature (no more than 10 documents).

**Secure Electronic Signature** – a secure electronic signature in the interpretation of the Electronic Documents Law, or an equivalent electronic signature used in Latvia or other countries. A Secure Electronic Signature must contain a Time Stamp.

**Manual** – the Manual for performing remote client identification in the user cabinet.

**Legal Arrangement** – an association of persons with independent legal capacity, or a legal arrangement which is not a legal entity, but has independent legal capacity, the structure of which may include the founder, the authorised person, the supervisor (manager) or person of equivalent status, and the beneficiary – unless an individual who benefits has been determined – being a person in whose interest the legal arrangement has been established or operates, any other individual who actually exercises control over the legal arrangement by means of ownership or otherwise. In the context of the Terms and the fulfilment hereof, a Legal Arrangement registered in a Public Register shall be deemed equivalent to a legal entity.

**Client** – an individual or legal entity to which the Bank provides, or which wishes to receive, the Bank's services.

**Client's Representative** – an individual representing a legal entity on a legal basis (e.g., a member of the board).

**Time Stamp** – an electronically signed confirmation that an electronic document was recorded by a certification service provider at a specific date and time.

**User Cabinet** – the information technology system maintained by the Bank for providing a new Client/Client's Representative remote communication with the Bank and the possibility of submitting documents.

**Remote Identification** – Video Identification.

**Non-resident** – an individual or legal entity which, in accordance with the Terms, is not a Resident, including foreign diplomatic, consular missions, representative offices of international organisations etc. in the Republic of Latvia.

**Terms** – these General Terms of Remote Client Identification of the Bank, which are binding upon the Parties.

**Operator** – a person authorised by Outsourcer 1 and trained in conducting Video Identification of a Client/Client's Representative in accordance with the concluded agreement, thereby ensuring compliance with the provisions of the Terms.

**Beneficial Owner** – an individual being the owner of the Client (legal entity) or exercising control over the Client, or on whose behalf, for whose benefit or interest the business relationship is established, or an individual transaction is being performed, and being at least:

a) for legal entities – an individual owning, through direct or indirect participation, over 25 per cent of the capital shares or voting shares in a legal entity, or exercising direct or indirect control over it,

b) for Legal Arrangements – an individual owning the Legal Arrangement, or in whose interest the it has been established or operates, or which exercises direct or indirect control over it, including the founder, trustor or supervisor (manager) of such an arrangement.

**Identification Document(s)** – documents verifying the identity of a Client/Client's Representative (passport or certificate of identity).

**Applicable Legislation** – valid regulatory enactments of the Republic of Latvia, including regulatory enactments of the Bank of Latvia and of the Financial and Capital Markets Commission, which are binding upon the Bank and the Client.

**PEP (politically exposed person)** – an individual who, in the Republic of Latvia, another EU member-state or third country, is, or has been, entrusted with a significant public function, including a higher official of public authority, the head of a state administrative unit (local government), the prime minister, minister (deputy minister or deputy of a deputy minister if there is such an office in the relevant country), the state secretary or another high level official in a government or state administrative unit (local government), a member of parliament or a member of a similar legislative body, a member of the management entity (board) of a political party, a judge of the constitutional court, a judge of the supreme court or of the court of other level (member of the judicial authority), a council or board member of the court of auditors, a council or board member of the central bank, an ambassador, a chargé d'affaires, a high-ranking officer of the armed forces, a council or board member of a state capital company, a head (director, deputy director) or a board member of an international organisation, or a person who holds equal position in such organisation.

**PEP Family Member** – a person having the following relation to a PEP:

a) a spouse or a person equivalent to a spouse. A person shall be considered a person equivalent to a spouse only if they are is granted such status under the legislation of the relevant country;

b) a child, child of a spouse or person equivalent to a spouse of a PEP, the child's spouse or a person equivalent to their spouse;

c) a parent, grandparent, or grandchild;

d) a brother or sister.

**Public Registers** – registers assigned the status of essential public reliance by law, and used for obtaining publically reliable information (e.g., the Register of Enterprises, Register of Invalid Documents of the Republic of Latvia etc.), and equivalent foreign registers.

**Parties** – the Client and the Bank in the interpretation of these Terms.

**Resident** –

a) **an individual** being a citizen or non-citizen of the Republic of Latvia, stateless person, refugee or person granted an alternative status, and issued one of the types of Identification Documents as specified in the Identification Document Law;

b) **a legal entity**, including a foreign one, registered and operating within the Republic of Latvia, including the state representative offices of Latvia, whether diplomatic, consular or otherwise.

**SES** – simple electronic signature, a set of data attached to or logically interrelated with other data in an electronic format, and which the signatory uses for signing, but not enabling identification of the signatory. With one SES signature, the Client/Client's representative can sign no more than 10 documents. All attached documents will be signed in one combined Document package.

**GTS** – the General Terms of Service of the Bank, being binding upon the Parties.

**Video Identification** – video identification (where an individual is identified in the course of video streaming) performed in compliance with the Applicable Legislation.

## **1. APPLICATION OF THE TERMS**

- 1.1. The Terms define the mutual legal relationship between the Client and the Bank regarding Video Identification.
- 1.2. The Client shall be bound by the provisions of the GTS unless specified otherwise in the Terms.
- 1.3. With regard to Video Identification, the Client shall also adhere to the Manual.
- 1.4. The Terms, the Pricelist, the Manual and the GTS are available to the Client on the Bank's website ([www.lpb.lv](http://www.lpb.lv)).
- 1.5. Unless specified otherwise in the Terms, terms and words used in the singular shall also apply to the plural of such terms or words, and vice versa.
- 1.6. The headings of sections of the Terms are intended for convenience only and shall not be used in the interpretation of the Terms.
- 1.7. In the event of contradiction or confusion between the wording of the Terms in Latvian and in a foreign language, the wording in Latvian shall prevail.
- 1.8. The Terms have been divided into sections, clauses and subclauses. Section headings shall be provided for reference only and shall not regulate the relationship between the Bank and the Client, but shall assist in navigating the Terms. Subclauses shall apply in combination with relevant clauses only.
- 1.9. In communication, the Bank and the Client shall use a mutually intelligible language (Latvian, English or Russian).
- 1.10. The operations of the Bank shall be supervised by the Bank of Latvia.

## **2. AMENDMENTS TO THE TERMS**

- 2.1. The Bank shall be entitled to amend the Terms unilaterally and without prior notice.
- 2.2. The publication of amendments to the Terms shall be governed by the same provisions as those stated in the GTS regarding the publication of amendments to the Terms.
- 2.3. Once they come into force, amendments to the Terms shall be deemed integral parts of the GTS.
- 2.4. In any event of amendment of the Terms, the Bank shall, within the term specified in the Terms, publish relevant information on the Bank's website, [www.lpb.lv](http://www.lpb.lv).
- 2.5. The Client shall be obliged to keep track of information regarding amendments to the Terms on the Bank's website, [www.lpb.lv](http://www.lpb.lv).

## **3. GENERAL VIDEO IDENTIFICATION REQUIREMENTS**

- 3.1. A person wishing to become a Client of the Bank remotely shall initially submit the documents and Identification Documents (for the Client, Client's Representative, Beneficial Owner) as specified in Annex No. 1, and shall undergo Video Identification of the Client/Client's Representative.
- 3.2. The Client/Client's Representative shall upload to the User Cabinet, and use in Video Identification, an Identification Document which is legal for travelling into the Republic of Latvia (e.g., a foreign traveller's passport, if required by the relevant country).
- 3.3. Any copy of an Identification Document, or other documents to be uploaded to the User Cabinet in accordance with the Terms, shall be signed by the holder (by way of physical signature (for Beneficial Owners only), Secure Electronic Signature, or

- SES), clarification of signature and reference to the place and date of signing, in addition to the note "Copy submitted to AS "LPB Bank"". The aforementioned information may be provided in Latvian, English or Russian.
- 3.4. The validity term of a SES link shall be 14 days. Unless all Representatives of the Client (to the necessary extent of representation) have signed documents using the SES link within its validity term, the documents shall be signed repeatedly by all Representatives of the Client.
  - 3.5. Conclusion of the Agreement shall be regulated by the GTS and performed in accordance with the Terms.
  - 3.6. The Bank shall conduct Video Identification solely for legal entities entered into a Public Register (including Legal Arrangements entered into a Public Register) and for individuals of legal age, being Residents or Non-residents, unless the Applicable Legislation specifies otherwise.
  - 3.7. Video Identification shall apply to new Clients and existing Clients (e.g., if changes to the composition of members of the board must be made, to update the data of personal identification documents or to amend the conditions of certain contracts of the Bank).
  - 3.8. Video Identification shall consist of several stages, including: 1) registration in the User Cabinet and two-factor authentication; 2) signing of documents using a Secure Electronic Signature or SES (as provided by Outsourcer 2, unless the Client/Client's Representative has a Secure Electronic Signature) and submission thereof via the User Cabinet; 3) cashless transfer (payment of the fee) from the Client's account with another payment service provider; 4) due diligence of the Client/Client's Representative; 5) Video Identification of the Client/Client's Representative within the information technology system of Outsourcer 1.
  - 3.9. A remotely identified new Client shall, if the Bank decides to establish cooperation with the Client, be provided access to all services of the Bank, except the following:
    - 3.9.1. individual safe deposit boxes;
    - 3.9.2. lending (does not apply to payment card credit limits);
    - 3.9.3. individual management of financial instruments;
    - 3.9.4. basic account;
    - 3.9.5. stock capital deposit account.
  - 3.10. The Bank shall be entitled to not to provide any other service of the Bank if, in the interpretation of the Bank, the relevant Client/Client's Representative requires in-person identification for the provision of the service.
  - 3.11. Only the Operator shall be entitled to conduct Video Identification of the Client/Client's Representative. The Bank represents that the person conducting Video Identification is an authorised representative of Outsourcer 1, with which the Bank has concluded an agreement. The Bank shall send a link to the e-mail address specified by the Client/Client's Representative, whereby the Client/Client's Representative shall be redirected to the information technology system of Outsourcer 1 in order to perform Video Identification of the Client/Client's Representative.
  - 3.12. For Video Identification, the Client/Client's Representative shall provide a stable and uninterrupted internet connection of sufficient bandwidth for the purposes of Video Identification, a computer equipped with a camera and microphone/a mobile phone, and an Identification Document.
  - 3.13. Before performing Video Identification of a new Client, they shall obtain access to (register in) the User Cabinet and submit the documents specified in Annex

- No. 1, as well as Identification Documents (for the Client, Client's Representative, Beneficial Owner).
- 3.14. Before conducting Video Identification of a legal entity Client's Representative, they shall obtain access to (register in) the User Cabinet and submit the documents specified in clauses 5.1.5.1. and 5.1.5.2 of the Terms.
  - 3.15. The Client/Client's Representative shall have the same obligations concerning the User Cabinet as the Client has concerning the Internet Bank under the Terms and the GTS.
  - 3.16. Technical support for Video Identification shall be provided by Outsourcer 1.
  - 3.17. Requirements for Video Identification are specified in section 6 of the Terms.
  - 3.18. The Bank may forgo Video Identification of the Client/Client's Representative, or specify that the Client/Client's Representative must undergo in-person identification, by sending a notification via e-mail and SMS, if any the following occurs:
    - 3.18.1. circumstances are identified which indicate that Video Identification does not correspond to the degree of money laundering, terrorist and proliferation financing risk inherent to the Client/Client's Representative;
    - 3.18.2. circumstances are identified which indicate insufficient security of the Video Identification procedure, its suitability, or the authenticity of the information received;
    - 3.18.3. inconsistencies with information obtained in the course of due diligence of the Client/Client's Representative are detected.
  - 3.19. The Bank shall not conduct Video Identification in the following cases:
    - 3.19.1. the Client is a shell arrangement;
    - 3.19.2. the Client is a Legal Arrangement/legal entity not registered in a Public Register;
    - 3.19.3. the Client wishes to open an account with the mediation of an authorised representative.
  - 3.20. The Bank or a person due for identification (i.e., the Client/Client's Representative) may terminate any stage of the Video Identification process without clarifying reasons.
  - 3.21. If, after obtaining access to the User Cabinet, submission of documents to the Bank is not commenced within 30 days, access to the User Cabinet as mentioned in section 4 or 5 shall be terminated automatically.
  - 3.22. If Video Identification is not performed within 7 days following notification of availability of Video Identification, access to the User Cabinet as mentioned in section 4 or 5 shall be terminated automatically.
  - 3.23. If the Bank does not approve the Client/Client's Representative, access to the User Cabinet as mentioned in section 4 or 5 shall be terminated automatically within 30 days after communicating the decision.
  - 3.24. If the Client is a legal entity, Video Identification shall only be performed for those Representatives of the Client intended to represent the Client in its relationship with the Bank.
  - 3.25. The Bank shall be entitled to require the submission of any other supplementary information and/or documents. The Client shall be obliged to submit all information/documents requested by the Bank within the term specified.
  - 3.26. The Client shall be liable to the Bank for the authenticity, accuracy and completeness of all provided data, information, and documents, as well as for timely submission thereof. The Client shall reimburse the Bank for any losses

- arising due to untimely submission, submission of inauthentic, forged or incomplete data/documents by the Client.
- 3.27. The Bank shall be entitled to require the submission of original documents or notarised copies thereof, with notarised translations into Latvian, Russian or English, with legalisation or apostille, as specified in the Applicable Legislation.
  - 3.28. If the Client fails to fulfil the Bank's request to provide the necessary documents and/or data within the term specified by the Bank, the Bank shall be entitled to, until the necessary documents and/or data are received, refrain from performing or accepting Video Identification.
  - 3.29. All requests, notifications and warnings communicated by the Bank to the Client using the User Cabinet or e-mail shall have the legal force of documents signed by an authorised representative of the Bank.
  - 3.30. The Parties shall forward notifications and information to each other as follows:
    - 3.30.1. the Client to the Bank – electronically, via the User Cabinet;
    - 3.30.2. the Bank to the Client – at its discretion, electronically, via the User Cabinet or e-mail;
    - 3.30.3. In urgent cases, e.g., in the event of a security threat or unexpected technical issues, communication shall take place over the phone or in any other manner enabling quick communication.
  - 3.31. For the avoidance of doubt, any communication shall be deemed delivered:
    - 3.31.1. if sent via the User Cabinet – on the following day after the relevant information is sent to the recipient in the User Cabinet;
    - 3.31.2. if sent via e-mail on the day on which the requirements for receipt of electronically signed letters are fulfilled in accordance with the Applicable Legislation.
  - 3.32. The Client shall pay the Bank remuneration (a fee) for reviewing documents and performing Video Identification in the amount specified in the Pricelist and in accordance with the procedure specified in the Terms. The Bank shall be entitled to withhold the Bank's remuneration (fee) in accordance with the procedure specified in the Terms and the GTS.
  - 3.33. The Bank shall require the Client to perform payment of remuneration (fees) as specified in the Pricelist. The Bank shall be entitled to require payment of remuneration (fees) via cashless transfer from another payment service provider. The Bank may institute other restrictions regarding payment of fees.
  - 3.34. The Bank shall, in the User Cabinet, notify the Client about the amount and procedure of payment of the Bank's fee for review of documents and Video Identification, and, if necessary, other fees of the Bank in accordance with the Pricelist. In the event of change of the Representative of an existing Client, the Bank shall be entitled to debit the fee from funds held on the Client's account.
  - 3.35. If the Client has failed to pay the fees due to the Bank in full, the Bank shall be entitled not to perform review of documents and Video Identification, without giving notice to the Client or reimbursing the Client for losses, and to terminate access to the User Cabinet as stated in section 5. The Bank shall be entitled to require payment of the fees specified in the Pricelist prior to provision of relevant services of the Bank.
  - 3.36. The Bank shall not be obliged to accept a document certifying representation rights in which the representation rights are not stated clearly and unequivocally, or if the Bank has doubts regarding the validity or authenticity of the document certifying representation rights.



- 3.37. The Client/Client's Representative to be identified shall be notified that, during Video Identification, their Personal Data will be processed, including facial biometric data, for the purpose of unique identification of an individual. Video Identification shall take place, and Personal Data shall be processed, in accordance with the requirements specified in Republic of Latvia Cabinet Regulation No. 392 of 03.07.2018 "Procedure for a subject of the Law on Prevention of Money Laundering and Financing of Terrorism conducting remote identification of a client".
- 3.38. Personal data processing at the Bank shall be performed in accordance with the Applicable Legislation and the Bank's Notice to data subjects regarding the processing of personal data by LPB Bank (previously – Bank's Personal Data Processing Policy) available on the Bank's website [www.lpb.lv](http://www.lpb.lv).
- 3.39. The Bank shall review information submitted by the Client/Client's Representative via Public Registers and closed databases, in order to verify the authenticity of submitted information and to evaluate the risk level of the Client, as well as matches against sanctions lists, PEP, PEP Family Member or PEP Close Associate lists, and to evaluate the feasibility of providing specific services of the Bank to the Client.
- 3.40. The Bank shall process information obtained during Video Identification in accordance with the Terms, the GTS, the Bank's Notice to data subjects regarding the processing of personal data by LPB Bank (previously – Bank's Personal Data Processing Policy), and the Applicable Legislation.
- 3.41. The Parties agree that any dispute, controversy or claim arising from the Terms, or concerning the violation, termination or invalidity hereof, shall be resolved in accordance with the provisions of the GTS.

#### **4. REGISTRATION OF NEW CLIENTS IN THE USER CABINET AND ACCESS TO MEANS OF AUTHENTICATION**

- 4.1. The provisions of this section shall apply to new Clients.
- 4.2. In order to obtain access to the User Cabinet, the Client shall fill out a registration form on the Bank's website [onboarding.lpb.lv](http://onboarding.lpb.lv), stating:
- 4.2.1. for individuals – their name, surname, identity code/date of birth, mobile phone number, e-mail, country of citizenship/nationality (all that apply), preferred language of communication, and confirmation of acquaintance with the Bank's Notice to data subjects regarding the processing of personal data by LPB Bank (previously – Bank's Personal Data Processing Policy), as well as acquaintance with and consent to the GTS, the Pricelist, the Terms and the Manual;
- 4.2.2. for legal entities – the name, surname, identity code/date of birth, mobile phone number, e-mail, country of citizenship/nationality (all that apply) of the Client's Representative performing the registration, the name, registration number and country of registration of the legal entity, preferred language of communication, and confirmation of acquaintance with the Bank's Notice to data subjects regarding the processing of personal data by LPB Bank (previously – Bank's Personal Data Processing Policy), as well as acquaintance with and consent to the GTS, the Pricelist, the Terms and the Manual.
- 4.3. Following entry of registration data, the Client shall receive an e-mail verification code to the stated e-mail address and a mobile verification code via SMS.
- 4.4. To establish access to the User Cabinet, the Client shall enter the received codes into the Bank's registration form and, after entering the codes, establish their new

- password for accessing the User Cabinet. After successful registration, the Client/Client's Representative shall be linked to an identification device (specified mobile phone number) by the Bank, to be used subsequently for authentication of the Client/Client's Representative.
- 4.5. In order to connect to the User Cabinet following registration, the Client (individual) or the Client's Representative shall use the e-mail or stated mobile phone number (as the login name) and the password they created during registration.
  - 4.6. For a new Client, the User Cabinet shall only enable communication with the Bank and submission of documents.
  - 4.7. Following connection to the User Cabinet, the Client (individual) shall:
    - 4.7.1. upload at least one Identification Document per citizenship (as applicable);
    - 4.7.2. upload documents necessary for Client due diligence in accordance with Annex No. 1 to the Terms;
    - 4.7.3. after uploading the documents specified in Annex No. 1 to the Terms, press "submit". By pressing "submit", the Client represents that the submitted documents/information are accurate, comprehensive, and true.
  - 4.8. Following connection to the User Cabinet, the Representative of the Client (legal entity) shall:
    - 4.8.1. upload at least one Identification Document per citizenship (as applicable);
    - 4.8.2. upload documents necessary for Client due diligence in accordance with Annex No. 1 to the Terms;
    - 4.8.3. state the extent of their representation rights by selecting one of the following: severally, all jointly, or jointly with another Representative or Representatives of the Client (stating the relevant number of representatives);
    - 4.8.4. after uploading the documents specified in Annex No. 1 to the Terms, press "submit". By pressing "submit", the Client's Representative represents that the submitted documents/information are accurate, comprehensive, and true.
  - 4.9. If documents received in the User Cabinet are recognised as duly filled, out, the Bank shall request that these:
    - 4.9.1. be signed using a Secure Electronic Signature (if the Client/Client's Representative has one) and submitted via the User Cabinet, or
    - 4.9.2. be signed with a SES (if the Client/Client's Representative does not have a Secure Electronic Signature), by sending an e-mail link to the information technology system of Outsourcer 2. Using the e-mail link, the Client/Client's Representative shall connect to the information system of Outsourcer 2 and, by performing the actions specified, sign the documents. In the event of a SES signature, the Client/Client's Representative shall retain the ID number of the signature, where the last 5 characters should be stated during Video Identification.
  - 4.10. If the Client's Representative has, in accordance with clause 4.8.3, stated the scope of representation as requiring any other Representative(s) of the Client, the documents should be signed in accordance with the stated scope of representation (by the relevant number of persons, e.g. two, three representatives etc.).
  - 4.11. If (the necessary number of) Representatives of the Client do not have Secure Electronic Signatures, the documents shall be signed using a SES, in accordance with the stated scope of representation (by the relevant number of persons, e.g., two, three representatives etc.) In such cases, the Bank shall send an e-mail link to the information technology system of Outsourcer 2 to the relevant Representatives of the Client. Using the e-mail link, Client's Representatives shall

connect to the information system of Outsourcer 2 and, by performing the actions specified, sign the documents. In the event of a SES signature, the Client's Representative shall retain the ID number of the signature, where the last 5 characters should be stated during Video Identification. The Client/Client's representative can sign no more than 10 documents with the SES signature. If the Client/Client's representative needs to sign more than 10 documents, then the Client/Client's representative can create several Document packages, which the Client/Client's representative signs separately. When signing Documents and/or Document packages with SES's signature, the Client/Client's representative must save the ID number of the signature, the last 5 characters of which must be given during the Video Identification. In case the Client/Client's representative signs several Document packages, all signature ID numbers must be saved, the last 5 characters of each signature ID must be given during Video Identification.

- 4.12. Receipt of documents and performance of Video Identification by the Bank shall not be deemed a decision to initiate cooperation with the Client. The ultimate decision shall be communicated to the Client via e-mail.

## **5. CHANGE OF THE CLIENT'S REPRESENTATIVE FOR AN EXISTING CLIENT (LEGAL ENTITY)**

- 5.1. The new Representative of the Client should create a User Cabinet. The new Representative of the Client shall initially register and connect to the User Cabinet as follows:

5.1.1. fill out a registration form on the Bank's website, stating their name, surname, identity code/date of birth, mobile phone number, e-mail, country of citizenship/nationality (all that apply), the name, registration number and country of registration of the legal entity preferred language of communication, and confirmation of acquaintance with the Bank's Notice to data subjects regarding the processing of personal data by LPB Bank (previously – Bank's Personal Data Processing Policy), as well as acquaintance with and consent to the GTS, the Pricelist, the Terms and the Manual;

5.1.2. following entry of registration data, the Client's Representative shall receive an e-mail verification code to the stated e-mail address and a mobile verification code via SMS;

5.1.3. to establish access to the User Cabinet, the Client's Representative shall enter the received codes into the Bank's registration form and, after entering the codes, establish their new password for accessing the User Cabinet. After successful registration, the Client's Representative shall be linked to an identification device in the Bank (specified mobile phone number), which shall subsequently be used for authentication of the Client's Representative;

5.1.4. in order to connect to the User Cabinet following registration, the Client's Representative shall use the e-mail or mobile phone number stated in clause 5.1.1 (as the login name) and the password they created during registration;

5.1.5. before undergoing Video Identification of the Client's Representative:

5.1.5.1. upload at least one Identification Document per citizenship (as applicable);

5.1.5.2. upload a document certifying the right of the Client's Representative to represent the Client (a legal entity).

- 5.1.6. after uploading the documents specified in clause 5.1.5 of the Terms, press "submit". Documents are considered submitted once the provisions of this clause are met. By pressing "submit", the Client's Representative represents that the submitted documents/information are accurate, comprehensive, and true.
- 5.2. If documents received in the User Cabinet are recognised as duly filled, out, the Bank shall request that these:
- 5.2.1. be signed using a Secure Electronic Signature (if the Client's Representative has one) and submitted via the User Cabinet, or;
  - 5.2.2. be signed with a SES (if the Client's Representative does not have a Secure Electronic Signature), by sending an e-mail link to the information system of Outsourcer 2. Using the e-mail link, the Client's Representative shall connect to the information system of Outsourcer 2 and, by performing the actions specified, sign the documents. The Client/Client's representative can sign no more than 10 documents with the SES signature. If the Client/Client's representative needs to sign more than 10 documents, then the Client/Client's representative can create several Document packages, which the Client/Client's representative signs separately. When signing Documents and/or Document packages with SES's signature, the Client/Client's representative must save the ID number of the signature, the last 5 characters of which must be given during the Video Identification. In case the Client/Client's representative signs several Document packages, all signature ID numbers must be saved, the last 5 characters of each signature ID must be given during Video Identification.
- 5.3. Receipt of documents and performance of Video Identification by the Bank shall not be deemed a decision to recognise the individual as the Client's Representative. The ultimate decision shall be communicated to the Client's Representative via e-mail.

## **6. VIDEO IDENTIFICATION**

- 6.1. This section shall apply to new Clients and existing Clients wishing to submit changes to the composition of Representatives of the Client (e.g., the addition of a new member of the board, updating the data of personal identification documents or to amending the conditions of certain contracts of the Bank).
- 6.2. The Identification Document used by the Client/Client's Representative at the time of Video Identification shall be valid for at least 5 business days following completion of Video Identification, and identical to the one submitted to the Bank via the User Cabinet.
- 6.3. If the Bank recognises Video Identification as a suitable means of identification for the relevant Client/Client's Representative, before Video Identification of the Client/Client's Representative they shall be sent a notification containing a link via which the Client/Client's Representative shall be redirected to the information technology system of Outsourcer 1. During the working hours of Outsourcer 1, the Client/Client's Representative shall connect to the information technology system of Outsourcer 1, enter the mobile phone number registered with the Bank, enter the code received to the mobile phone, get acquainted with and confirm consent to the system usage requirements of Outsourcer 1 and, having awaited an

- available Operator, perform Video Identification in accordance with the instructions given by the Operator.
- 6.4. During Video Identification of the Client/Client's Representative, the Operator shall be entitled:
- 6.4.1. to inform the Client/Client's Representative about the progress of the Video Identification process and about making a recording;
  - 6.4.2. to ask the person being identified to ensure that they are alone in the relevant room. In the event of technical issues, with the Operator's consent, the Client/Client's Representative may rely on the assistance of a third party in order to remedy technical issues, who shall leave the room after remedying the issues;
  - 6.4.3. to ask the Client/Client's Representative to ensure that their head and shoulders are in plain sight, their face is not in shadow and is clearly distinguishable from the background and from other objects, no filters are in use, the face is not covered, the documents being presented are clearly legible;
  - 6.4.4. to request presentation of the Identification Document at various angles;
  - 6.4.5. to take a photo of the Client/Client's Representative;
  - 6.4.6. to take a photo of the Identification Document of the Client/Client's Representative;
  - 6.4.7. to make a video recording;
  - 6.4.8. to ask questions;
  - 6.4.9. to terminate Video Identification:
    - 6.4.9.1. if in doubt whether the Client/Client's Representative is alone in the room;
    - 6.4.9.2. if there are technical issues (e.g., poor audibility or video streaming disruptions);
    - 6.4.9.3. if in doubt whether the Client/Client's Representative is under the influence of alcohol, toxic, narcotic or psychotropic substances (e.g., the person being identified is unable to answer questions, behaves in an inappropriate/undignified manner, uses swear words etc.);
    - 6.4.9.4. if the Client/Client's Representative's head or shoulders are not in plain sight, their face is in shadow and/or not clearly distinguishable from the background and other objects, filters are in use, the face is covered, the documents being presented are not clearly legible etc.;
    - 6.4.9.5. if prohibited under the Terms or the Applicable Legislation.
  - 6.4.10. to perform other activities necessary for fulfilling the requirements of Video Identification.
- 6.5. Outsourcer 1 shall be entitled to record the IP address of the Client's and/or Client's Representative's internet connection.
- 6.6. If the process of Video Identification of the Client/Client's Representative has been interrupted, the Client/Client's Representative shall, upon remedying the reason for the interruption (e.g. by remedying technical issues), perform repeated Video Identification by connecting to the information technology system of Outsourcer 1 (using the same link) and repeating the actions stated in clause 6.3 of the Terms.
- 6.7. If the process of Video Identification of the Client/Client's Representative has been unsuccessful (the relevant notification is visible on the screen), the Client/Client's Representative shall perform repeated Video Identification by connecting to the information technology system of Outsourcer 1 (using the same link) and repeating the actions stated in clause 6.3 of the Terms. Before undergoing

- repeated Video Identification, the Client/Client's Representative shall verify that their Identification Document corresponds to the provisions of clause 3.2 of the Terms and that its validity satisfies the provisions of clause 6.2 of the Terms.
- 6.8. The Bank shall be entitled to require the Client/Client's Representative to undergo repeated Video Identification at any time by giving the Client/Client's Representative notice via e-mail and SMS.
- 6.9. The Bank shall be entitled to unilaterally determine the maximum allowed number of attempts to perform Video Identification if the process of Video Identification is interrupted.