

## PROVISIONS FOR BASIC ACCOUNT

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### 1. Terms and Abbreviations Used

- 1.1. **Bank** – AS "PNB Banka", unified registration No. 40003072918, registered address: 15-2 Elizabetes Street, Riga, LV-1010; email address: [info@pnbbanka.eu](mailto:info@pnbbanka.eu); website: [www.pnbbanka.eu](http://www.pnbbanka.eu), the supervision of the Bank is carried out by the Financial and Capital Market Commission (1 Kungu Street, Riga, LV-1050; email address: [ftk@ftk.lv](mailto:ftk@ftk.lv)).
- 1.2. **Client** – a natural person, who uses, has used or expressed a wish to use the Basic Account and who is a resident of the European Union, including a resident of the Republic of Latvia, and a natural person, who has no residence permit in the Republic of Latvia, but whose deportation from the Republic of Latvia is impossible in accordance with the laws and regulations of the Republic of Latvia.
- 1.3. **Agreement** – an agreement entered into by and between the Bank and the Client upon the request of the Client on the opening and servicing of a Basic Account.
- 1.4. **Provisions** – these Bank's "Provisions for Basic Account", which are Annex 4 to the Bank's "General Provisions for Transactions" (GPT) and govern relations between the Bank and the Client, related to the opening, servicing and closing of a Basic Account.
- 1.5. **Basic Account** – a Card Account with basic functions.
- 1.6. If any terms or abbreviations are used in these Provisions which are not defined in this section of the Provisions, such terms or abbreviations shall be interpreted in accordance with the terms and abbreviations defined in the GPT.

### 2. Opening of a Basic Account and Entering into the Agreement

- 2.1. The Bank shall ensure the Client a possibility of opening a Basic Account in accordance with the provisions of the Law of the Republic of Latvia on Payment Services and Electronic Money.
- 2.2. For opening a Basic Account, the Client shall observe the GPT, the annex "Provisions for Payment Cards" thereto, as well as servicing conditions of the "Bank Account for Seniors", unless these Provisions provide otherwise.
- 2.3. For opening a Basic Account, the Client shall submit an application to the Bank, including certification on the fact that at the moment of signing the application, the Client has no basic account opened with another credit institution in the Republic of Latvia, and, upon the request of the Bank, submit other information and documents requested by the Bank, necessary for opening the Basic Account.
- 2.4. The Bank shall adopt a decision on the opening of a Basic Account or rejection to open a Basic Account within 10 (*ten*) Bank's business days following the receipt of all the information and documents necessary for opening the Basic Account.
- 2.5. The Bank shall open a Basic Account following the signing of the Agreement by both Parties.
- 2.6. The Bank shall reject the opening of a Basic Account in any of the following cases:
  - 2.6.1. if the opening of such Basic Account for the Client or the servicing of the relevant Basic Account results in the violation of the requirements set forth in laws and regulations, including, in the field of anti-money laundering and counter-terrorism financing;
  - 2.6.2. the Client has provided false information to the Bank for opening the Basic Account.
- 2.7. The Bank shall be entitled to reject the opening of a Basic Account in any of the following cases:
  - 2.7.1. the Client has a basic account opened with the Bank or another credit institution in the Republic of Latvia, except the case when the Client has already received a notification that the basic account would be closed;
  - 2.7.2. the Client no longer complies with the status determined in Clause 1.2 of these Provisions;
  - 2.7.3. the opening or servicing of the Basic Account can cause reputational risk to the Bank.
- 2.8. The Bank shall inform the Client immediately and for free about the adopted decision on the rejection to open the Basic Account, specifying the reasons for rejection, except cases when the disclosure of this information contradicts the interests of national security or public order, including, requirements set forth in laws regulations in the field of anti-money laundering and counter-terrorism financing. In its statement of rejection, the Bank shall inform the Client about the procedures for examining complaints in the event the Client is dissatisfied with the decision adopted by the Bank on rejection.
- 2.9. The Bank shall send information about the rejection to the Client electronically by email to the address specified in the Client's application for opening of a Basic Account or, if this address is not specified, shall send information on rejection to the postal address specified for correspondence.

### **3. Closing of a Basic Account**

- 3.1. The Client may close a Basic Account upon his/her own initiative by submitting an application to the Bank and observing conditions for closing the Card Account as provided for in the GPT and its annex "Provisions for Payment Cards". If the Client uses other Services in addition to the Basic Account, each Service shall be closed pursuant to the procedures laid down in the GPT, the provisions of the relevant Services and the Services Agreement.
- 3.2. The Bank shall, if possible, immediately or observing the conditions set by the GPT and its annex "Provisions for Payment Cards" for closing the Card Account, unilaterally terminate cooperation with the Client and close the Basic Account in any of the following cases:
  - 3.2.1. if the further servicing of the Basic Account contradicts the requirements set forth in laws and regulations, including in the field of anti-money laundering and counter-terrorism financing;
  - 3.2.2. the Client has deliberately used the Basic Account for illegal activities.
- 3.3. The Bank shall inform the Client about the decision to immediately terminate cooperation with the Client and close the Basic Account in cases referred to in Clause 3.2 of these Provisions, specifying substantiation, except cases when the disclosure of this information would contradict the interests of national security and public order (including requirements of laws and regulations in the field of anti-money laundering and counter-terrorism financing), and specifying the procedures for submitting a complaint, if the Client is dissatisfied with the decision adopted by the Bank on the termination of cooperation.
- 3.4. The Bank shall be entitled to unilaterally terminate cooperation with the Client and close the Basic Account in any of the following cases:
  - 3.4.1. no operations/transactions have been performed in the Basic Account for 24 (*twenty-four*) months in a row;
  - 3.4.2. the Client has provided false information, and the Basic Account was opened based thereon;
  - 3.4.3. the Client no longer complies with the status determined in Clause 1.2 of these Provisions;
  - 3.4.4. the Client opened a basic account with another credit institution in the Republic of Latvia;
  - 3.4.5. the further maintenance of the Basic Account causes reputational risk to the Bank;
  - 3.4.6. the Bank terminates the provision of the relevant Service for all its Clients;
  - 3.4.7. the Client's debt to the Bank for the use of the Basic Account and Services provided within the framework thereof exceeds the balance of the Basic Account for at least 6 (*six*) months.
- 3.5. The Bank shall inform the Client about the decision to unilaterally terminate cooperation with the Client and close the Basic Account in cases referred to in Clause 3.4 of these Provisions, specifying substantiation, at least 2 (*two*) months in advance, except cases when the disclosure of this information would contradict the interests of national security and public order, and specifying the procedures for submitting a complaint, if the Client is dissatisfied with the decision adopted by the Bank on the termination of cooperation.

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