

**PLEDGE AGREEMENT No.** \_\_\_\_\_

(collateral - deposit)

Riga  \_\_\_\_\_ 201\_\_\_\_\_

**AS "PNB Banka" (unified registration No. 40003072918), hereinafter referred to as the Bank, on the one part,**

Bank representative (position, name, surname)	<b>Bank's representative is acting on the basis of Authorization provisions of employees, performing customer service.</b>
---	--

**and natural person / legal entity, hereinafter referred to as the Collateral Provider, on the other part,**

Name, surname / Name	Identity number / Registration number
Personal identity document series and number, country of issuance, issuing authority / Registration country, name of register	Personal identity document issue date / Registration date
Collateral Provider legal representative (position, name, surname, personal identity number (residents of Republic of Latvia) or date of birth (non-residents of Republic of Latvia))	Collateral Provider representative is acting on the basis of <input type="checkbox"/> Articles of Association <input type="checkbox"/> authorization <input type="checkbox"/> _____
Personal identity document series and number, country of issuance, issuing authority	Personal identity document issue date

**have concluded the following Agreement:**

**1. Terms used in the Agreement**

- 1.1. Client \_\_\_\_\_;  
(name, surname, identity number of a natural person / full name, registration number, date, name of register, registration country of a legal entity)
- 1.2. Account – Collateral Provider's settlement or payment card account No. \_\_\_\_\_ opened with the Bank;
- 1.3. Collateral account – account No. \_\_\_\_\_, which is opened for the Collateral Provider with the Bank;
- 1.4. Collateral - financial means of the Collateral Provider in extent of \_\_\_\_\_ ( \_\_\_\_\_ ) on the Collateral account;
- 1.5. Card Agreement - Agreement No. \_\_\_\_\_ on issue and use of payment cards concluded on \_\_\_\_\_ between the Bank and the Client;
- 1.6. Card – Bank's payment card(s) issued on the basis of Card Agreement;
- 1.7. GPT – General Provisions for Transactions of AS "PNB Banka", an integral constituent of Card Agreement;
- 1.8. Tariffs – price list of Banking Services, all its amendments and supplements, an integral constituent of Card Agreement.

**2. Main terms of the Agreement**

- 2.1. By agreement between the Parties, the Collateral is considered as collateral for all the Bank's claims arising from the Card Agreement towards the Client.
- 2.2. The Collateral Provider confirms that the Collateral has not been alienated from or pledged to third parties, no disputes are related to it, it is not subjected to criminal investigation or claims of third parties, it is not arrested or prohibited, and it is not otherwise encumbered.
- 2.3. The Collateral is blocked in the Collateral account and the Collateral Provider has no rights for disposing it, including encumbering with any obligations or rights for entire validity period of the Agreement. Any transaction executed in contradiction to this provision is invalid.
- 2.4. On the effective date of the Agreement the Collateral passes in the possession of the Bank and is considered as financial collateral in terms of the Financial Collateral Law.
- 2.5. In case the Client fails to fulfil its obligations according to Card Agreement the Bank is entitled to write off all amounts due to the Bank from Collateral Account on a non-acceptance basis, within the Collateral amount, and divert them for extinguishing the Client's debt according to the Card Agreement. Bank's claims may emerge due to any Client's debt arising to the Bank, if the Client fails to fulfil its obligations according to Card Agreement, such as, but not limited to, settlement of used credit (including the unauthorized credit), settlement of interest for credit usage and the contractual penalty, settlement for Banking Services, and settlement of Bank's expenditures related to execution of Card Agreement.
- 2.6. The Collateral Provider is aware of that the Client's debt to the Bank may arise not only due to operations using the Card by the Client but also by the Card Holder (the person, to whose usage the Bank has delivered the Card according to Client's instructions) and any third party, which may obtain the Card in its possession.
- 2.7. By the expiry of the Agreement, but not before the term specified in Clause 2.13. of the present Agreement setting in, the Collateral amount and interest, if such are calculated according to GPT provisions, are transferred to the Account, unless the Collateral Provider provided other instructions to the Bank.
- 2.8. The Bank is entitled to, for executing operations referred to in this Agreement, converting the funds according to the currency exchange rate fixed on the day of executing the operation of the Bank, if necessary.
- 2.9. By signing this Agreement the Collateral Provider acknowledges the following:
  - he is aware of the content of the Card Agreement and he has become acquainted with GPT and Tariffs, agrees with them and recognizes their binding effect on him (its representative);
  - he agrees with unilateral altering and supplementing of GPT and Tariffs according to Bank's discretion and that they are mandatory for execution according to GPT provisions;
  - correctness of entire information specified in this Agreement;
  - he agrees that the Bank is entitled to process his personal data for purposes related to the provision of Banking Services and actions/ lotteries / similar events, as well as using means of communication according to the Bank's General Provisions for Transactions and according to the laws and regulations governing personal data protection.
- 2.10. The Agreement may be amended, supplemented or terminated by written agreement between the Parties only.
- 2.11. All disputes between the Bank and the Collateral Provider (a legal entity), as well the Bank and the Collateral Provider (natural person) securing Client's – legal entity's obligations, shall be settled at the claimant's option, either in the Court of Arbitration of the Association of Commercial Banks of Latvia (Riga, Latvia, the unified registration number in the Register of the Arbitration courts Nr.40003746396) or in the Riga arbitration court of commercial disputes (Riga, Latvia, the unified registration number in the Register of the Arbitration courts Nr. 40008081851), in accordance with the rules of a respective arbitration court, by one arbitrator appointed by the Presidium, or in the court of the Republic of Latvia, establishing jurisdiction according to the legal address of the Bank (the contractual jurisdiction).

**Collateral Provider**  
  
(signature)

- 2.12. All disputes between the Bank and the Collateral Provider (a natural person) securing Client's – natural person's obligations, shall be settled at a court of the Republic of Latvia according to jurisdiction.
- 2.13. The Agreement shall become effective after mutual signing and after the Collateral ensuring on the Collateral Account and remains in force until complete fulfilment of Client's obligations to the Bank according to the Card Agreement, but not earlier than 40 days after termination of all Cards issued on the basis of the Card Agreement.
- 2.14. Card Agreement, GPT and Tariffs, as well as all their amendments and supplements constitute integral part of the present Agreement. The Agreement is drawn up and signed in two counterparts, each of equal legal force; the Collateral Provider and the Bank shall hold by one counterpart each.

**Addresses and signatures of the Parties**

<p><b>Bank</b> 15-2 Elizabetes street, Riga, Latvia</p> <p>Collateral provider's, (his representative's) identity and the powers of the Collateral Provider's representative (if any) have been verified. The agreement was signed in my presence.. S.S.</p> <p>_____</p> <p>(signature, name, surname)</p> <p><b>Date:</b> ____/____/____</p>	<p><b>Collateral Provider/ Collateral Provider's legal representative</b></p> <p>_____</p> <p>(Street name, number of the house and apartment, city, state)</p> <p>S.S.</p> <p>_____</p> <p>(signature, name, surname)</p> <p><b>Date:</b> ____/____/____</p>
--	---