



**The Client would like to receive the reports about transactions performed on the Card Account:**

- by post (in accordance with the Bank's tariffs the Bank is not liable for availability of the reports to third parties) \_\_\_\_\_ (please specify the address)
- in the Bank's automated system for remote access to an account „PNB Internetbanka”, hereinafter referred to as the system „PNB Internetbanka”
- upon request at the Customer service center

**Special Provisions**

**Basic terms for use and servicing of the Credit**

**1. Granting of the Credit**

- 1.1. In accordance with the Agreement the Bank after having assessed the Client's creditworthiness issues to the Client and transfers to the Card Account the Credit in the amount of the requested Authorized Credit.
- 1.2. The Bank reserves the right not to grant the Credit or to grant the Credit in a smaller amount less than the one requested by the Client requests without assigning any reason therefore, and to recede unilaterally from the Agreement.
- 1.3. The Credit shall be provided at the moment when the Bank increases the available balance on the Card Account for the amount of the granted Authorized Credit.
- 1.4. The Credit that consists of the Authorized Credit and debit balance on the Card Account and exceeds the Client's funds available on the Card Account and the amount of the Authorized Credit (if any), hereinafter referred to as the Unauthorized Credit, is credited to the Card Account.
- 1.5. The Authorized Credit is considered to be received if the Card Account is debited for the amount of Transaction and/or Banking operation or other payment, which exceeds the balance of the Client's own funds on the Card Account. The Authorized Credit for the amount of the unused or used and repaid sum is available for the entire period of validity of the Card.
- 1.6. The Bank is entitled to reduce and/or terminate the Agreement and/or demand early performance of the Client's obligations without notifying the Client or notifying him in accordance with the procedure and within time limits laid down in the Bank's General Provisions for Transactions (hereinafter –the GPT) and Regulations on the use and maintenance of the Card and the Card Account (hereinafter – the Regulations). In this case, the Client must immediately repay the amount of the used Credit and debt.

**2. Payment for the use of the Credit, Credit repayment conditions and contractual penalty**

- 2.1. The Client shall pay the Bank the Interest for using the Credit, which is calculated per each calendar day of use of the Authorized Credit or its part, assuming that there are 360 days in the year.
- 2.2. The Client shall make a payment for the use of the Credit before the 15<sup>th</sup> day (inclusive) of the following month of the Settlement cycle. If the Settlement date falls on Sunday or another holiday in the Republic of Latvia, the first Bank's business day following the Settlement date shall be considered as the Settlement date.
- 2.3. For delay in payment of the actually used and not repaid part of the Authorized Credit or of a part of it is delayed, or the repayment is not made in full, the contractual penalty shall be charged, which the Client must pay to the Bank under the Agreement for each day of delay in payment, starting from the 1<sup>st</sup> day of the following month (inclusive) until the date of payment (not including).
- 2.4. Contractual penalty for the use of the Unauthorized Credit is calculated in accordance with the terms of the Agreement starting from the date (inclusive) when the Bank debits the Card Account, as the result of which this there is an overrun of the Client's own funds and the Authorized Credit, until the Unauthorized Credit repayment date (not including).
- 2.5. Interests and the amount of the contractual penalty provided for in the Agreement shall be deducted from the Client's own funds on the Card Account or, in the event of lack of the Client's own funds - from the Credit, thus decreasing the amount of the unused Authorized Credit and, if necessary, increasing the amount of the Unauthorized Credit on the last Bank's business day of the settlement cycle (one calendar month).
- 2.6. The Bank is entitled to debit the Card Account without further authorization for the amount of all commission fees and other charges specified in the Tariffs for Banking services, Interests and contractual penalties referred to in the Agreement as well as for any other amounts of the Client's Credit and debt. If there are not enough Client's own funds on the Card Account to make direct debits of the amounts, the Bank is entitled to write off the amounts referred to in this paragraph from the Credit, thus decreasing the unused amount of the Authorized Credit and, if necessary, increasing the amount of the Unauthorized Credit.
- 2.7. The amount of money credited to the Card Account is directed to the repayment of the Client's liabilities towards the Bank in the following order: Interest for the use of the Authorized Credit, the amount of the Unauthorized Credit used, the amount of used and unpaid Authorized Credit, contractual penalties stipulated in the Agreement.
- 2.8. The Bank is entitled to debit without further authorization any of the Client's accounts with the Bank for the Client's debt amount, and, if necessary, to perform conversion of funds at the currency exchange rate established by the Bank on the day of the operation, if the Client has not made the Monthly payment and there is no sufficient amount of the Client's own funds and the Authorized Credit on the Card Account.

**3. Other provisions**

- 3.1. The Bank is entitled, without notifying the Client, to amend the Agreement, the Regulations and the Tariffs for Banking services, if the amendments are made due to changes in laws and regulations of the Republic of Latvia and adoption of new enactments, or, if amended in favor of the Client. In other cases, the Bank is entitled to amend the Agreement, the Regulations and the Tariffs for Banking services unilaterally, by notifying the Client individually 2 (two) months in advance or at the earliest opportunity.
- 3.2. The Client and the Bank are entitled to terminate the Agreement in accordance with the procedure laid down in the GPT and the Regulations.

**4. Applicable law and dispute resolution procedure**

- 4.1. The regulatory enactments of the Republic of Latvia are applicable to the Agreement.
- 4.2. All disputes and disagreements between the Bank and the Client, who is a legal entity, shall be resolved through negotiations, but if the Parties are unable to reach an agreement, the disputes shall be transferred for resolving at plaintiff's discretion to: the Court of Arbitration of the Association of Commercial Banks of Latvia (Riga, unified registration No.40003746396 in the Register of Arbitration Courts) or Riga Commercial Dispute Arbitration (Riga, unified registration No. 40003758338 in the Register of Arbitration Courts) by one arbitrator in accordance with the regulations of the respective arbitration court, or to the court of the Republic of Latvia determining the jurisdiction by legal address of the Bank (jurisdiction by agreement).
- 4.3. In addition to the above stated dispute and claim resolution options, the Client is entitled to lodge a complaint about non-compliance of the provided Banking Service with the terms of the Banking Service Agreement or about the Bank's failure to observe provisions of the Law on Payment Services and Electronic Money to the Ombudsman of the Association of Latvian Commercial Banks and also to the Financial and Capital Market Commission.

Bank	Card Holder	Client
(signature, name, surname)	(signature, name, surname)	(signature, name, surname)

**Acknowledgements of the Client / Client's legal representative**

By signing the present Agreement, the Client / Client's legal representative confirms that:

1. he has familiarised himself with the Bank's Tariffs and the Bank's General Provisions for Transactions (hereinafter – the GPT) and understands the contents thereof, and the Client / Client's legal representative undertakes to observe and fulfill them, and recognizes their binding effect on him, as well as undertakes to follow the changes thereto which are available on the Bank's website ([www.pnbbanka.eu](http://www.pnbbanka.eu)) and at the customer service centres of the Bank;
2. all the information provided about the Client / Client's legal representative is true and correct, as well as the Client / Client's legal representative aware of the consequences caused by providing false information and assumes full responsibility for the losses incurred as a result of providing false information. He undertakes to notify the Bank immediately of any changes in relation to the information provided;
3. the true beneficiary and interested person in transactions with the Bank is the person specified in the form submitted to the Bank, unless the Client / Client's legal representative has informed the Bank about the other true beneficiary;
4. he agrees that the Bank is entitled to process personal data of the Client / Client's legal representative for the purposes related to the provision of Banking services and the arrangement of related special offers, lotteries and similar activities, provision of information to certain persons to the extent and according to the procedure established by the statutory regulations, to the performance of statistical study and analysis about a group of Clients, service market share and other financial indicators, as well as agrees to the use of means of communication in accordance with the procedure laid down in the Bank's GPT and in accordance with the requirements of the statutory regulations in the field of personal data protection;
5. he has been informed that the Bank (registered office address: 15-2 Elizabetes Street, Riga, LV-1010) manages processing of personal data of the Client and the Client's legal representative. The purpose of processing of personal data of the Client and the Client's legal representative is the Bank's customer accounting, provision, offering and maintenance of the services. Processing of personal data of the Client and the Client's legal representative is performed pursuant to Article 7 (paragraph 1, 2, 3 and 6 ) of the Personal Data Protection Law;
6. he is aware and agrees that all electronic documents (incl. agreements) signed by the Client in the system "PNB Internetbanka" with the use of the respective identification tools of the Client have the same legal force as the documents signed by the Client in own hand by the Client, and the obligations established, the undertakings given, rights and powers granted to the Bank by virtue of these documents, as well as the acknowledgements provided by the Client remain fully binding on the Client in compliance with the provisions laid down in the above documents;
7. he has been informed and undertakes to ensure secrecy and safe-keeping of the identification data (identification codes, access codes, passwords, etc.), as well as undertakes to store the identification tools (a code card and any password) in secret and at the place inaccessible to third parties; if there are grounds to consider that the Client's identification data and/or identification tools have become known or available to third parties, the Client / Client's legal representative is obliged to notify the Bank immediately of this fact by calling to +(371) 67041100 and after that to act according to the procedure laid down in the GPT;
8. he has been informed and is aware that any third person by using the Client's identification data and/or identification tools may gain access to the Client's Card Account and perform operations with it, in particular to obtain information about the state of account, to perform transactions with the funds available on the Card Account, incl. credit funds, to sign electronic documents and create any liabilities on behalf of the Client;
9. is aware of and agrees that the Bank is not responsible for the losses incurred by the Client and the Client's legal representative in case a third person has used the Client's identification data (means) / contactless card, and the Client has not notified the Bank before about the fact that the above data could have become known to a third person and/or the means of identification/ contactless card had been lost or stolen;
10. he agrees that the information about the Client / Client's legal representative could be requested and obtained from third persons' databases for the Bank to verify the information about the Client / Client's legal representative , related to the provision of Banking services, as well as to placement and storage of information about the Client / Client's legal representative in the Bank's customer database;
11. he agrees that the Bank uses the information specified in the Agreement (phone number, mobile phone number, e-mail address, residence address, etc.) according to the procedure laid down in the Bank's GPT, in particular, to inform the Client of the offers, special offers and services provided by the Bank and/or third persons. The Client is entitled to opt-out of the receipt of commercial notices by submitting the application in paper form at any place of servicing of for the Bank's customers or by sending the order in electronic format via the system "PNB Internetbanka";
12. the Bank has informed the Client / Client's legal representative about the procedure according to which the Bank submits the information about the Client , his obligations and the course of fulfilment thereof to the Credit Register of the Bank of Latvia, the information about the Client, Client's accounts and true beneficiary to the State Revenue Service, as well as about the procedure according to which the Bank can obtain information about the Client retrievable from the Credit Register of the Bank of Latvia and the procedure according to which the Client can obtain information about himself, retrievable from the Credit Register of the Bank of Latvia;
13. he gives his consent that the Bank's subsidiaries that provide financial services obtain information available to the Bank about the Client, his transactions and account balances, and any other information about it (incl. non-disclosable information within the meaning of the Credit Institutions Law), provided that the respective Bank's subsidiary applies to the obtained information the same confidentiality principles as the ones applied to the Bank must comply with;
14. he is fully aware of the obligations undertaken under the Agreement and undertakes to fulfill them in compliance with the procedure laid down in the GPT;
15. he agrees that the Bank recognizes the subject-matter of the Agreement as confidential information and guarantees non-disclosure of it to the third parties, provided that the Client duly performs the obligations assumed under the Agreement. Otherwise, the Bank has the right to transfer to third parties without prior notice and without any limitation the information, the task of debt recovery and performance of activities provided for by the laws and regulations.

The Parties confirm that terms and conditions for the use and maintenance of the Card and Card Account (unless noted otherwise in the Agreement) are specified in the Bank's Tariffs and the GPT. The Bank's Tariffs and the GPT constitute an integral part of the Agreement.

**Provision of information to the Card User – a third person**

The Client  agrees  does not agree that the Card User a third person will be provided with information on transactions performed on the Client's Card Account and on the state of the account , using a voice password assigned to the Card User.

Other Agreement terms and provisions remain unchanged. The agreement is drawn up and signed in 3 (*three*) counterparts and constitutes an integral part of the Agreement. Each counterpart of the agreement possesses equal legal force. One counterpart of the agreement is delivered to the Client, one – to the Card Holder, but the third remains at the Bank.

**Signatures of the Parties**

<p><b>Bank</b> Powers of the Client's legal representative are verified. Identity of the Client and its legal representative and the Card Holder is verified. The Agreement is signed in my presence.</p> <p style="text-align: center;">S.s.</p> <p>(signature, name, surname)</p>	<p><b>Card Holder</b> (if necessary)</p> <p style="text-align: center;">S.s.</p> <p>(signature, name, surname)</p>	<p><b>Client</b></p> <p style="text-align: center;">S.s.</p> <p>(signature, name, surname)</p>
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