

## AGREEMENT ON PARTICIPATION IN *PRIORITY PASS* PROGRAMME

_____ 20____	<input type="checkbox"/> Riga	<input type="checkbox"/> _____	<b>Client's code</b>
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### CLIENT, OF THE ONE PART, HEREINAFTER - THE CLIENT

Name, surname (for a natural person) / Name (for a legal entity)	Date of birth and personal identity number (for a natural person, resident of the Republic of Latvia) or Date of birth (for a natural person, non-resident of the Republic of Latvia) / Registration No. (for a legal entity)
Series, number and date of issue of the personal identity document (for a natural person) / Date of incorporation (for a legal entity)	
Issuing authority of the personal identity document (for a natural person) / Name of register (for a legal entity)	Country of issue of the personal identity document (for a natural person) / Country of incorporation (for a legal entity)
Declared residence address (for a natural person) / Registered office address (for a legal entity)	

### INFORMATION ON A LEGAL REPRESENTATIVE OF THE CLIENT

Name, surname	Date of birth and personal identity number (for a natural person, resident of the Republic of Latvia) or Date of birth (for a natural person, non-resident of the Republic of Latvia)
Series and number of the personal identity document	Date of issue of the personal identity document
Issuing authority of the personal identity document	Country of issue of the personal identity document
Client's legal representative acts on the basis of <input type="checkbox"/> Statutes <input type="checkbox"/> POA <input type="checkbox"/> other (specify)	

### INFORMATION ABOUT SETTLEMENT CARD AGREEMENT, HEREINAFTER REFERRED TO AS THE CARD AGREEMENT

Card Agreement No. \_\_\_\_\_ on issue and use of settlement cards, concluded on \_\_\_\_\_ 20\_\_\_\_.

Type of settlement card: ☐ **Mastercard Platinum** ☐ **Mastercard Business Platinum**

Number of the Card Account opened for the Client in accordance with the Card Agreement

Name, surname of <i>Priority Pass</i> Card User on the card _____ (please use Latin letters)	Voice password (combination of letters and/or numbers, at least 6 symbols) _____ (please use Latin letters)
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### AND AS "PNB Banka" (REGISTRATION NO. 40003072918), HEREINAFTER – THE BANK, OF THE OTHER PART,

through the Bank's representative, acting pursuant to the Authorization Provisions for the Bank's Employees Servicing the Clients

(position, name, surname)

### HEREINAFTER JOINTLY REFERRED TO AS – THE PARTIES, WHEREAS:

- in accordance with the agreement concluded between the Bank and *PRIORITY PASS LTD (520 Fulham Road, London, SW6 5NJ England)*, hereinafter referred to as – **Priority Pass**, the Bank is entitled to grant its clients the possibility to participate in *Priority Pass* Programme, hereinafter referred to as – the **Programme**;
- the Client asserts that he/she knows and fully agrees to the terms and conditions and the contents of the Programme, as well as its payment procedure, and considers the possibility to participate in the Programme to be convenient and beneficial for him/her, and that the Client is willing to receive the Programme on the terms and conditions as specified below;
- the Parties have agreed that for the Client's settlements with the Bank under the present Agreement and for the Client's settlements with *Priority Pass*, the Parties shall use the settlement card account, hereinafter referred to as – the Card Account, opened for the Client in accordance with the terms, conditions and the procedure determined in the Card Agreement concluded between the Bank and the Client, as well as acknowledge the present Agreement as an integral part of the Card Agreement.

### HAVE CONCLUDED THE PRESENT AGREEMENT ON PARTICIPATION IN *PRIORITY PASS* PROGRAMME

1. The Bank grants the Client the Programme for 1 (one) year as from the date of conclusion of the present Agreement, with the possibility to extend the term each successive year, in accordance with the terms and conditions specified in the present Agreement.
2. The duties of the Bank that relate to granting the Programme and arise from the present Agreement, are limited to the following activities:
  - 2.1. to provide the Client with **Priority Pass** identification card, hereinafter referred to as "the **Priority Pass Card**"
  - 2.2. to make payments to *Priority Pass* for the use of the *Priority Pass Card* in accordance with the procedure established in the present Agreement;
  - 2.3. to debit the Client's accounts in accordance with the terms and conditions and the procedure set in the present Agreement, as per invoices for the use of the *Priority Pass Card*, which the *Priority Pass* sends to the Bank for the use of the *Priority Pass Card* in accordance with the requirements of the Programme;
  - 2.4. to recover the *Priority Pass Card* in the event of its loss or damage, provided that the Client has submitted to the Bank a written application on the receipt of a new card, and that on the date of the receipt of the application there is an amount on the Card Account that is sufficient for payment of the Bank's fee for the issuance of a new *Priority Pass Card* at the tariffs effective on that day;
  - 2.5. to provide a new *Priority Pass Card* in the event of renewal of the Programme. The Programme shall be renewed automatically each successive year, provided that the following provisions are fulfilled:
    - 2.5.1. the Bank has not received from the Client a written notice of withdrawal from the Programme within 20 (twenty) working days before the expiry of the Programme,
    - 2.5.2. the Client has not lost the right to use the settlement card in accordance with the Card Agreement concluded with the Bank.

<b>Bank</b>  _____ (signature)	<b>Client</b>  _____ (signature)
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3. The Bank shall only be responsible to the Client for the fulfilment of the duties specified in the present Agreement.
4. The Bank shall not be responsible for non-receipt by the Client/*Priority Pass* Card user of the possibilities, privileges, services and discounts that are advertised by *Priority Pass* and intended for participants of the Programme.
5. By signing the present Agreement, **the Client confirms that he/she:**
  - 5.1. **is informed** that only the Client – a natural person or a natural person *Priority Pass* Card user, specified by the Client in the present Agreement, hereinafter is referred to as – the *Priority Pass* Card User, has the right to use the *Priority Pass* Card, and in the event of use of the *Priority Pass* Card by other persons, the Client shall assume full responsibility for consequences of such activities as for his own;
  - 5.2. **is aware of** the rights and duties of participants of the Programme, understands the purpose of the *Priority Pass* Card and conditions of its use, and undertakes, as participant of the Programme and the *Priority Pass* Card User, to fulfil his/her obligations, including, but not limited to:
    - 5.2.1. signing the *Priority Pass* Card immediately upon its receipt;
    - 5.2.2. signing a document certifying the use of lounges for visitors within the Programme, only after the Client has made certain that the information specified in the document is true;
    - 5.2.3. keeping all the documents related to the use of the *Priority Pass* Card until expiry of the Programme;
    - 5.2.4. returning the *Priority Pass* Card to the Bank, upon its first request;
    - 5.3. **undertakes the full responsibility for:**
      - 5.3.1. the *Priority Pass* Card User's activities with the *Priority Pass* Card as for one's own activities;
      - 5.3.2. the payment of all amounts specified in the invoices issued by the *Priority Pass* to the Bank, for the services that are received in connection with the participation in the *Priority Pass* Programme, until expiry of the Programme or until the Client returns the *Priority Pass* Card to the Bank;
    - 5.4. **undertakes:**
      - 5.4.1. to acquaint the *Priority Pass* Card User with duties of participants of the Programme, including the duties of *Priority Pass* Card User as specified in the present Agreement, and to ensure that the *Priority Pass* Card User fulfils all these duties;
      - 5.4.2. to immediately notify the Bank in the event of loss or theft of the *Priority Pass* Card by calling +371 67041100;
      - 5.4.3. to notify the Bank immediately if the *Priority Pass* Card that has been declared lost is found;
      - 5.4.4. to pay for the Bank's services specified in the present Agreement, as well as to pay the penalty for the delay in payment, at the Bank's tariffs and in accordance with the procedure established in clauses 5.5. and 5.6. of the present Agreement;
      - 5.4.5. to make payments due from the Client for the participation in the Programme, in accordance with invoices issued by the *Priority Pass* to the Bank, and in accordance with the procedure established in Clauses 5.5. and 5.6. of the present Agreement;
      - 5.4.6. to ensure the availability on the Card Account of funds that are sufficient for fulfilment of the liabilities specified in the present Agreement; to contact *Priority Pass* directly, if the Client disagrees to the information in the invoices issued by the *Priority Pass*, rather than lodge claims against the Bank.
    - 5.5. **authorizes the Bank**, without consent of the Client, to debit the Card Account (if and when necessary, , at the Bank's discretion, convert currency at the exchange rate effective as of the date of debiting), in accordance with the procedure established in the Card Agreement, with the following amounts:
      - 5.5.1. with amounts specified in invoices for services received in connection with the participation in the Programme, as issued by the *Priority Pass* to the Bank;
      - 5.5.2. with the amounts due to the Bank as a commission fee in accordance with the Bank's tariffs;
      - 5.5.3. with penalties charged for delay in fulfilment of the Client's obligations specified in the present Agreement, in accordance with the Bank's tariffs.
    - 5.6. **authorizes the Bank:**
      - 5.6.1. to debit any other accounts of the Client in the Bank with the specified amounts, if the amount of the above funds held in the Card Account is insufficient, without consent of the Client, if and when necessary, at the Bank's discretion, converting the currency at the exchange rate effective as of the date of debiting;
      - 5.6.2. to suspend, without notice, activity of the *Priority Pass* Card, in case the funds in the Client's accounts are insufficient for payments under the present Agreement;
      - 5.6.3. to terminate the activity of the *Priority Pass* Card and the Client/*Priority Pass* Card User shall lose the right to participate in the *Priority Pass* Programme, in the event of closure of the Client's Card Account;
    - 5.7. **understands** that the Bank does not participate in the Programmes offered by the *Priority Pass*, and that *Priority Pass* is solely responsible for the provision of services, discounts, possibilities and privileges advertised by it, and in the event of any claims the Client undertakes not to lodge any complaints and /or make any claims against the Bank, but to contact *Priority Pass* directly.
  6. **The Client instructs the Bank and the Bank undertakes** to direct to *Priority Pass* the amounts debited from the Card Account (or any other account of the Client in the Bank) in accordance with invoices issued by *Priority Pass* to the Bank for the use of the *Priority Pass* Card in accordance with the requirements of the Programme.
  7. The Bank's description of the services, discounts, possibilities and privileges offered within the Programme is an unofficial English translation of the generally available *Priority Pass* advertising materials and may contain errors and inaccuracies and is only offered to the Client for purposes of general information about the *Priority Pass* activity and conditions, and this description is in no way a document binding on the Bank, as well as the Bank is not responsible for the content of the offered materials.
  8. Information about the Programme is available on the *Priority Pass* website **www.prioritypass.com**
  9. The Client has the right to withdraw from the Programme, by submitting a written notice to the Bank and returning the *Priority Pass* Card to the Bank.
  10. The present Agreement enters into force on the date of its signing by both Parties and is concluded for an indefinite term.
  11. The Bank is entitled to terminate the present Agreement without notifying the Client in the following events:
    - 11.1. the Client has lost the right to use the Settlement Card or the activity of the Card Account has been suspended in accordance with the Card Agreement;
    - 11.2. the Client / *Priority Pass* Card User does not fulfil one's duties as the participant of the Programme;
    - 11.3. the Client does not fulfil one's duties towards the Bank in accordance with the present Agreement.
  12. The present Agreement shall be cancelled if the term of the Programme has expired (has not been extended) or the Bank has received the Client's notice of withdrawal from the Programme.
  13. In all other cases, the Agreement shall be cancelled if one of the Parties of the Agreement has notified the other Party in writing 1 (one) month in advance.
  14. In all cases referred to in Clauses 11, 12, 13, the Agreement shall be cancelled not earlier than after all Client's debts towards the Bank under the present Agreement are paid in full.
  15. In all cases referred to in Clauses 9, 11, 12, 13, the Client shall lose the rights of using the *Priority Pass* Card and is obliged to return the *Priority Pass* Card to the Bank.
  16. All disputes between the Bank and the Client shall be considered in accordance with the Bank's General Provisions for Transactions.

The Agreement is executed and signed in 2 (two) copies – one copy for each Party. Each copy of the Agreement has equal legal force.

#### SIGNATURE OF CLIENT/CLIENT'S LEGAL REPRESENTATIVE

Signature, name, surname, of Client/Client's legal representative

Date: \_\_\_\_\_ 20\_\_\_\_

#### NOTES OF AS "PNB Banka"

Identification of the Client/Client's legal representative was performed. Authorization of the Client's legal representative was checked. The document was signed in my presence.

Position, signature, name, surname of the employee/intermediary of AS "PNB Banka"

Date: \_\_\_\_\_ 20\_\_\_\_

#### SIGNATURE OF AS "PNB Banka"

Position, signature, name, surname of the representative of AS "PNB Banka"

Date: \_\_\_\_\_ 20\_\_\_\_

**S.S.**