PNB Banka

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ON

ANNEX	NO.1	то	THE	AGREEME	TΝ	No.		
OPENIN	G OF '	THE	"PNB	PREMIUM"	SE	T (for	natural	persons)

Client's code

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TERMS OF PARTICIPATION IN PRIORITY PASS PROGRAMME

- The Bank grants to the Client the *Priority Pass* programme, hereinafter referred to as the "Programme", for 1 (one) year, taking effect
 from the date of conclusion of the Agreement, with the possibility to extend the term by each 1 (one) next year, in accordance with the present Terms. The Bank's obligations relating to granting the Programme and arising from the present Agreement, are limited to the following activities:
- 2.1. to provide the Clients with Priority Pass identification card, hereinafter referred to as "the Priority Pass Card"
- to perform payment transactions to *Priority Pass* for the use of the *Priority Pass* Card in accordance with the procedure established in the Terms;
 to debit the Client's Card account in accordance with the invoices for
- use of the Priority Pass Card under the Programme, which are sent to the Bank by Priority Pass;
- 2.4. to replace the *Priority Pass* Card in the event of its loss or damage, provided that the Client has submitted to the Bank a written request
- for replacement, and on the date of receipt of the request there are sufficient funds on the Card account for payment of the Bank's commissions for replacement of the *Priority Pass* Card in accordance with the Bank's tariffs effective on the day of receipt of the request;
- 2.5. provision of a new Priority Pass Card in the event of renewal of the Programme. Renewal of the Programme shall take place on an
- automatic basis, for each next year, provided that the following provisions are fulfilled:
- 2.5.1. the Bank has not received the Client's written notice of refusal of the *Priority Pass* Programme 20 (twenty) working days before the expiry of the Programme,
- 2.5.2. the Client has not lost the right to use the Payment card in accordance with the Agreement,
- 3. The Bank shall only be responsible to the Client for the fulfilment of the obligations specified in the present Terms.
- 4. The Bank shall not be responsible for non-receipt by the Client/*Priority Pass* Card user of possibilities, privileges, services and discounts that are advertised by the *Priority Pass* and are intended for participants of the Programme.
- 5. By signing the present Terms, **the Client confirms that he:**
- 5.1. **is informed** that only the Client a natural person or *Priority Pass* Card user a natural person, who is specified by the Client in the 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 the use of the *Priority Pass Card* by other persons, the Client shall assume full responsibility for consequences of such their activities as for his own;
- 5.2. **is aware of** the rights and obligations of participants of the Programme, understands the application of the *Priority Pass* Card and the rules on its use, and undertakes, as participant of the Programme, to meet them, as well as the *Priority Pass* Card User undertakes to fulfil his obligations, including, but not limited to:
- 5.2.1. to sign on the Priority Pass Card immediately upon its receipt;
- 5.2.2. to sign a document certifying the use of lounges for visitors under the Programme, only after he has made certain that the information specified in the document is true;
- 5.2.3. to keep all documents related to the use of the *Priority Pass* Card until expiry of the Programme;
- 5.2.4. upon first request by the Bank, to return the Priority Pass Card to the Bank;

5.3. undertakes the full responsibility for:

- 5.3.1. the Priority Pass Card User's activities with the Priority Pass Card as for his own activities;
- 5.3.2. payment of all amounts specified in invoices sent 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 obligations of participants of the Programme, including with the *Priority Pass* Card User's obligations specified in the Terms, and to ensure that the *Priority Pass* Card User fulfils all these duties;
- 5.4.2. in the event of loss or theft of the Priority Pass Card, to notify the Bank immediately by calling to the phone number +371 67041100;
- 5.4.3. to notify the Bank immediately in the event the *Priority Pass* Card that has been declared lost is found;
- 5.4.4. to pay for the Bank's services specified in the Terms, as well as to pay the penalty for delay in payment of the services, as per the Bank's tariffs and in accordance with the procedure established in clauses 5.5. and 5.6. of the Terms;
- 5.4.5. to make payments due from the Client and relating to the participation in the Programme, in accordance with invoices sent to the Bank by the *Priority Pass* and in accordance with the procedure established in clauses 5.5. and 5.6. of the Terms;
- 5.4.6. to ensure availability of funds on the Card Account, which are sufficient for fulfilment of the liabilities specified in the Terms;
- 5.4.7. not to lodge any complaints and /or make any claims against the Bank, but to contact directly to the *Priority Pass* if the Client disagrees with invoices sent by *Priority Pass* for payment.
- 5.5. **authorises the Bank,** without consent of the Client, to debit the Card Account (by making, if and when necessary, at the Bank's discretion, currency conversion of the funds at the exchange rate set by the Bank at the date of debiting) in accordance with the procedure established in the Bank's General Provisions for Transactions, with the following amounts of funds:
- 5.5.1. with amounts specified in invoices for services received in connection with the participation in the Programme, as sent by the *Priority Pass* to the Bank;
- 5.5.2. with the amounts due to the Bank as commission fee in accordance with the Bank's tariffs;
- 5.5.3. with penalties charged for delay in the fulfilment of the Client's obligations specified in the Terms, in accordance with the Bank's tariffs.
- 5.6. **authorises the Bank**, in the event the amount of the above funds held in the Card Account is not sufficient, to debit without consent of the Client any other accounts of the Client held in the Bank with the specified amounts, , by making , if and when necessary, at the Bank's discretion, currency conversion at the exchange rate set by the Bank at the date of debiting;
- 5.7. is informed and agrees that:
- 5.7.1. in case the funds held in the Client's accounts with the Bank are not sufficient for payment of the amounts specified in the Terms, the Bank shall have the right to suspend, without notice, activity of the *Priority Pass* Card;
- 5.7.2. the Bank shall terminate the activity of the Priority Pass Card and the Client/ the *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; ;
- 5.8. **understands** that the Bank does not participate in the Programmes offered by the *Priority Pass*, and that only the *Priority Pass* is the person responsible for provision of services, discounts, possibilities and privileges advertised by the *Priority Pass*, 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 directly to *the Priority Pass*.

Bank	Client
(signature)	(signature)

- 6. The Client instructs the Bank and the Bank undertakes to transfer to the *Priority Pass* the amounts debited from the Card Account (or any other Client's account held in the Bank) in accordance with invoices sent by the *Priority Pass* to the Bank for the use of the *Priority Pass* Card in accordance with the requirements of the Programme, not later than on the next working day after the debiting.
- 7. The Bank's offered description of the services, discounts, possibilities and privileges of the participants of the Programme is an unofficial translation of the generally available Priority Pass advertising materials from the English language, that may contain errors and inaccuracies and is only offered to the Client for purposes of general information about the Priority Pass activity and the rules, 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 *Priority Pass* Programme is available at the *Priority Pass* website www.prioritypass.com.
- 9. The Client has the right to cancel the Programme, by submitting a written notice to the Bank and returning of the Priority Pass Card to the Bank.
- 10. The present Terms are an integral part of the Agreement, enter into force on the day of effect of the Agreement and are valid throughout the period of validity of the Agreement.
- 11. The Bank is entitled to terminate the present Agreement without notice to the Client in the following events:
- 11.1. the Client has lost the right to use payment card or if the activity of the Card Account has been suspended in accordance with the Agreement;
- 11.2. the Client /the Priority Pass Card User does not fulfil his duties of the participant of the Programme;
- 11.3. the Client does not fulfil his duties to the Bank in accordance with the Terms.
- The Agreement in the part where it concerns using the service shall cease to be effective, if the term of the Programme has expired (has not been extended) or the Bank has received the Client's notice of cancellation of the Programme; the rest part of the Agreement remains in force.
 In all other cases, the Agreement ceases to be effective in the part where it concerns using the service, if one of the Parties of the Agreement
- has notified the other Party in writing 1 (one) month in advance.
 In all cases referred to in Clauses 11, 12, 13, the Agreement ceases to be effective in the part where it concerns the service not earlier than by
- the moment when all the Client's debts to the Bank are repaid in full pursuant to the Terms; the rest part of the Agreement remains in force.
- 15. In all cases referred to in Clauses 9, 11, 12, 13, the Client loses 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 procedure laid down in the Bank's General Provisions for Transactions.

SIGNATURE OF CLIENT/CLIENT'S LEGAL REPRESENTATIVE

Name, surname, signature, of Client/Client's legal representative

Date:	20								
SIGNATURE OF AS "PNB Banka"'S EMPLOYEE/INTERMEDIARY									
Identification of the Client/Client's legal representative has been performed. Authorization of the Client's legal representative has been checked. The document has been signed in my presence.									
		Position, signature, name, surname of the employee/intermediary of AS "PNB Banka"							
Date:	20								
NOTES OF AS "PNB Banka"									
		Position, signature, name, surname of the representative of AS "PNB Banka"							
Date:	20	L.S.							