

Client's acknowledgement

By signing the present Agreement, the Client confirms that:

1. he has familiarized himself with the Bank's service rates and the Bank's General Provisions for Transactions (hereinafter – the GPT) and he understands the contents thereof, and the Client 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) and at the customer service centers of the Bank;
2. the true beneficiary and interested person in transactions with the Bank is the person specified in the True Beneficiary Card submitted to the Bank
3. he agrees that the Bank is entitled to process personal data of the Client and the Client's legal representatives 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 the determined persons to the extent and manner established by the statutory regulations, performance of statistical study and analysis about 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;
4. 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 personal data of the Client and the Client's legal representative is the Bank customer accounting, provision, offer 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;
5. all the information provided about the Client is true and correct; he is aware of the consequences caused by providing false information and assumes full responsibility for the damage caused in the result of providing false information. He undertakes to notify the Bank immediately of any changes in relation to the information provided;
6. he is aware of and agrees that the Bank is not responsible for losses incurred by the Client in case a third person has used the Client's identification data (means) / proximity Card, and the Client has not notified the Bank before about the fact that the above data could have become known to third person and/or the means of identification/proximity Card had been lost or stolen;
7. he agrees that the information about the Client will be requested and obtained from third persons' databases in order to verify the information about the Client related to provision of Banking services, as well as to placement and storage thereof in the Bank's customer database;
8. 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 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 service for the Bank's customers or by sending the order in electronic format via the automated Banking system „PNB Internetbanka”;
9. the Bank has informed him about the procedure according to which the Bank submits the information about the Client , his obligations and 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 in the Credit Register of the Bank of Latvia and the Client can obtain information about himself, retrievable in the Credit Register of the Bank of Latvia;
10. 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 thereof (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;
11. 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 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;
12. he is aware that all electronic documents (incl. agreements) signed by the Client in the automated Banking system “PNB Internetbanka”, hereinafter “PNB Internetbanka”, by using the respective Client's identification means are equally valid and binding as the documents signed by the Client by its own hand. The undertaken obligations, the rights and authorizations granted to the Bank ,as well as confirmations provided by the Client are fully binding on the Client in compliance with the provisions included thereof;
13. he is informed and undertakes to ensure safety and confidentiality of his identification data (identification codes, access codes, passwords, etc.), as well as to keep his identification means (identification table, DigiPass device, passwords, etc.) in secret and in a place inaccessible to third parties.;
14. he is informed and aware that by using the Client's identification data and/or identification means, any third party can gain access to the Client's Card account and perform operations with it, including obtaining information on the state of the account, performing operations with the funds available at the account, including the credit funds, to sign electronic documents thus establishing any type of obligations on behalf and for the Client ;
15. he is aware of and agrees that should there be a reason to believe that the Client's identification data and/or identification means have become known or available to third parties and/or are lost or stolen, the Client must immediately inform the Bank according to the procedure established by the Bank's General Provisions for Transactions;
16. he has been informed of the right to refuse of any of the connected services, and in this case the Agreement in its part related to the service shall cease to be effective, while the remaining part of the Agreement shall remain valid;
17. he agrees that fee for maintenance of the Card, the Card and/or Settlement Account and/or use of “PNB Internetbanka” for the current calendar month should be withdrawn in accordance with the Bank's service rates from the Client's Card Account and/or Settlement Account on the last Banking day of the current month. In case of closure of the Card, the Card and/or Settlement Account and/or “PNB Internetbanka”, the monthly fee for maintenance of the Card, the Card and/or Settlement Account and/or use of “PNB Internetbanka” should be charged in full.

Other terms and conditions for use and maintenance of the Card, the Card and/or Settlement Account and/or “PNB Internetbanka” (unless noted otherwise in the Agreement) are specified in the Bank's service rates and the GPT. The Bank's service rates and the GPT constitute an integral part of the Agreement.

The Agreement is concluded for an indefinite period of time. The Agreement is executed and signed in 2 (two) copies – one copy for each Party. Each copy of the Agreement shall have the same legal force.

SIGNATURE OF THE CLIENT'S LEGAL REPRESENTATIVE/S

Position, signature, name, surname of the Client's legal representative

Date: _____ 20 _____

Position, signature, name, surname of the Client's legal representative

Date: _____ 20 _____

Position, signature, name, surname of the Client's legal representative

Date: _____ 20 _____

L.S.

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.