

AGREEMENT TO THE AGREEMENT

Nr. \_\_\_\_\_ DATED \_\_\_\_\_ 20\_\_\_\_

Riga  \_\_\_\_\_ 20\_\_\_\_

Client's code
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**THE CLIENT, ON THE ONE PART,**

Name, surname \_\_\_\_\_ Date of birth (DD.MM.YYYY) \_\_\_\_\_

Place of birth (country) \_\_\_\_\_ Series and number of the identity document \_\_\_\_\_

Date of issue of the identity document \_\_\_\_\_ Country of issue of the identity document \_\_\_\_\_

Issuing authority of the identity document \_\_\_\_\_

Declared residence address (street, house number, apartment number, city, postal code, country) \_\_\_\_\_

**INFORMATION ON A LEGAL REPRESENTATIVE OF THE CLIENT (if any)**

Name, surname \_\_\_\_\_

Personal identity number (for residents of the Republic of Latvia) or date of birth (for non-residents of the Republic of Latvia) \_\_\_\_\_ Series and number of the identity document \_\_\_\_\_

Date of issue of the identity document \_\_\_\_\_ Country of issue of the identity document \_\_\_\_\_

Issuing authority of the identity document \_\_\_\_\_

Client's legal representative acts on the basis of

POA  other (specify) \_\_\_\_\_

**AND AS "PNB Banka" (REGISTRATION NO. 40003072918), HEREINAFTER – THE BANK, ON THE OTHER PART,**

Bank's representative (position, name, surname) \_\_\_\_\_ The Bank's representative is acting on the basis of the Rules on Authority of the Bank's employees servicing the clients

**HEREINAFTER REFERRED TO AS THE PARTIES, HAVE CONCLUDED THE PRESENT AGREEMENT, HEREINAFTER - THE AGREEMENT, TO THE AGREEMENT**

\_\_\_\_\_, DATED \_\_\_\_\_ 20\_\_\_\_, HEREINAFTER THE CONTRACT:

**Information about loan**

**Credit Card with overdraft and collateral**  
(only for MasterCard Standard / MasterCard Gold / MasterCard Platinum)

**Credit Card with a grace period for up to 55 calendar days**  
(only for MasterCard Gold/ MasterCard Platinum) fee for card maintenance  monthly  annual

**Collateral for the Client's obligations-** deposit of monetary funds in the amount of \_\_\_\_\_ ( \_\_\_\_\_ ),  
currency \_\_\_\_\_, on the account No. \_\_\_\_\_

L	V			L	A	T	B												
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**Desired amount of the Authorized Loan**  
\_\_\_\_\_ ( \_\_\_\_\_ ),

currency \_\_\_\_\_, please charge to my Card account No. \_\_\_\_\_

L	V			L	A	T	B												
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**Consent to data processing.** Pursuant to paragraph 1 of Article 7 of the Personal Data Protection Law I hereby  **allow**  **do not allow** the Bank to obtain my data from state institutions for assessment of my creditworthiness  
Data use objective: assessment of creditworthiness.

<b>Bank</b>  (signature)	<b>Client</b>  (signature)
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**TO BE FILLED OUT BY THE BANK**

The Authorized Loan has been granted in the amount of \_\_\_\_\_ ( \_\_\_\_\_ ),  
 currency \_\_\_\_\_

Annual interest rate (AIR\*) \_\_\_\_\_ %.

AIR\* - in compliance with the Regulations of the Cabinet of Ministers No. 691 of 25 October 2016 (On Consumer Credit) the total amount is calculated which is paid by the Client to the Bank; the amount is expressed as a percentage assuming that the interest for using a loan and other payments remain fixed and will be applicable throughout the entire lending period, that the lending period is one year long and the loan will be repaid in equal payments at an interval of one month throughout the entire lending period, and that the total amount of the loan is taken out immediately and in full amount and with the maximum payment applicable with respect to most frequently used types of loans, and the Parties will duly perform their obligations under the Agreement.

The total amount the Client shall pay to the Bank is EUR \_\_\_\_\_ ( \_\_\_\_\_ ).

Interest rate for using the Authorized Loan, per year \_\_\_\_\_

Contractual penalty for using the Unauthorized Loan, per year \_\_\_\_\_

Contractual penalty for delay in payment, per year \_\_\_\_\_

**1. Basic conditions for granting of the loan**

- 1.1. The Bank on the terms and pursuant to the conditions set out in the Agreement, after having assessed the Client's creditworthiness, issues to the Client and transfers to the Client's Card Account the Loan in the amount of the granted Authorized Loan.
- 1.2. The Bank reserves the right not to grant the Loan or to grant it in a smaller amount than the one requested by the Client, without justifying its refusal.
- 1.3. The Loan is granted from the moment of increase of the balance available on the Card Account by the amount of the Authorized Loan.
- 1.4. The Authorized Loan and the loan, exceeding the amount of the Authorized Loan and the Client's funds, hereinafter referred to as the Unauthorized Loan (if any), are displayed on the Card Account.
- 1.5. The Authorized Loan is considered to be received when the Card Account is debited with the amount of the Transaction and/or Banking operation or of another payment, which exceeds the balance of the Client's own funds on the Card Account.
- 1.6. The Authorized Loan in the amount of unused or used and repaid amount is available during the entire period of the Card validity.
- 1.7. The Bank has the right to decrease the amount of the Authorized Loan and/or request early performance of the Loan obligations within the time limit prescribed by the Bank's General Provisions for Transactions (hereinafter – the GPT). In this case, the Client must discharge his Loan obligations immediately.

**2. Loan usage fee, Loan discharge provisions and contractual Penalty**

- 2.1. The Client is obliged to pay to the Bank the Interest for using the Authorized Loan, which is calculated on the basis of the actual number of days in the month from the day when the balance of the Client's own funds on the Card Account was overdrawn, assuming that a year consists of 360 days. Exception – credit card with a grace period for up to 55 calendar days, which has the interest-free loan period in force provided that the Client shall perform payment of loan amount in full before the 25<sup>th</sup> day of the following month.
- 2.2. The Client shall pay the loan, interest, contractual penalty (incl. contractual penalty for use of the Unauthorized Loan) before the Settlement date. Settlement date:
  - 2.2.1. for the credit card with a grace period for up to 55 calendar days - until the 25th day of the next calendar month in the amount of: 5 (five) % of the actually used loan amount as of the last day of the previous calendar month; the amount of the Unauthorized Loan (if any); Contractual Penalty for use of the Unauthorized Amount (if any), Interest (if any), Contractual Penalty for delayed payment of the actually used and unpaid part of the Authorized Loan (if any), the commission fees and other payments in accordance with the Bank's service rates;
  - 2.2.2. for the card with overdraft and collateral - no later than on the last day (inclusive) of the Settlement Cycle (one calendar month) in the amount of the actually used Authorized Loan, the Unauthorized Loan (if any), Contractual Penalty for use of the Unauthorized Loan (if any), Interest (if any), Contractual Penalty for delayed payment of the actually used and unpaid part of the Authorized Loan (if any), the commission fees and other payments in accordance with the Bank's service rates.
- 2.3. Monthly payments must be made until the Client's Loan obligations towards the Bank are discharged in full.
- 2.4. The Client may perform the payments, the amount of which exceeds the amount of the Monthly payment. In this case, the overpaid amount remains on the Card Account as the Client's own funds and is available for use in accordance with the Agreement, the Contract and the GPT.
- 2.5. For a delay in payment of the actually used and unpaid part of the Authorized Loan or a payment not made in full, the contractual penalty is charged in accordance with the Agreement provisions and the Client must pay it to the Bank starting from the day (inclusive) following the settlement date until the date of payment (not inclusive) for each day of delay.
- 2.6. The Contractual Penalty for use of the Unauthorized Loan is charged starting from the day (inclusive) of occurring of the Unauthorized Loan on the Card Account until the date of repayment of the Unauthorized Loan (not inclusive)..
- 2.7. The amount of Interest and contractual penalties laid down in the Agreement shall be deducted on the last Banking day of the settlement cycle (one calendar month) from the Client's own funds on the Card Account, or, if there are not enough Client's own funds on the Card Account - from the Loan, thus decreasing the amount of the Authorized Loan.
- 2.8. The Bank is entitled to debit without further authorization the Client's Card account with the amount of all the commission fees and other payments, specified in the Bank's service rates, as well as with the amount of Interest and Contractual Penalties laid down in the Agreement, as well as with any other Client's debt and loan amounts. If there are not enough Client's own funds on the Card account, the Bank is entitled to deduct the amounts referred to in this paragraph from the loan, thus decreasing the amount of the Authorized Loan.
- 2.9. The Bank has the right to debit without further authorization any of the Client's accounts with the Bank with the amount of all the commission fees specified in the Bank's service rates and other payments, with the amount of Interest and the contractual Penalties specified in the Contract, as well as with any other Client's debt and loan amounts. In case there are not enough funds on the Card account, the Bank has the right to write off the required amount from the loan, thus decreasing the amount of the unused Authorized Loan.
- 2.10. The Bank without further authorization shall debit the Client's own funds on any of the Client's accounts in the Bank with the amount of Interest charged and the Contractual Penalty. In case, there are not enough Client's own funds, then from the loan, thus decreasing the amount of the unused Authorized Loan. If required, the Bank performs conversion of funds according to currency exchange rate set by the Bank on the day of execution of the transaction.

<b>Bank</b>	<b>Client</b>
(signature)	(signature)

**3. Basic conditions for use of services**

- 3.1. The Bank is entitled without notifying the Client to make amendments to the Agreement, the GPT and the Bank's service rates, incl. to change annual percentage rates and credit card contractual penalty, if the amendments are introduced following the amendments to the laws and regulations of the Republic of Latvia or due to adoption of the new regulatory documents governing the Bank's activity, or if the amendments are introduced to the Client's advantage. In other cases, the Bank is entitled to introduce amendments unilaterally by notifying the Client 2 (two) months before or by notifying the Client individually at the earliest opportunity.
- 3.2. The Client and the Bank have the right to terminate the Agreement in accordance with the procedure laid down in the GPT and in the terms and conditions for use and maintenance of the Card, Card Account.

**4. Applicable Law and dispute settlement procedure**

- 4.1. All disputes and differences that may arise between the Parties are to be settled through negotiation. However, should the Parties fail to reach an agreement; the dispute shall be submitted for consideration to the court of the Republic of Latvia subject to jurisdiction, and in compliance with the existing laws and regulations of the Republic of Latvia. The applicable substantive law will be the law of the Republic of Latvia.
- 4.2. In addition to the said possibilities of dispute and claim settlement, the Client has the right to file a claim on non-compliance of the Bank's service with the Agreement and the Contract provisions or on non-observance of the provisions of the Law on Payment Services or Electronic Money on the part of the Bank, to the ombudsman of the Association of Commercial Banks of Latvia, as well as to the Consumer Rights Protection Centre.

**5. Client's acknowledgement**

By signing the present Agreement, the Client confirms that:

- 5.1. he has familiarized himself with the Bank's service rates and the GPT and he understands the contents thereof, and the Client undertakes to fulfill them, as well as undertakes to follow the changes thereto which are available on the Bank's website (www.pnbbanka.eu) and at the Bank's clients service centers;
- 5.2. the Bank has provided the Client with complete and accurate information on all provisions of the Agreement and possible risks prior to signing the Agreement. The Client is fully aware and understands the structure and amount of payments specified in the Agreement. The Client has been warned through the examples about risks associated with possible changes in the currency rate in an unfavorable for the Client direction and their possible impact on the amount of the loan payments to be made by the Client;
- 5.3. he is fully aware and understands that a failure to make any payment specified in the Agreement may cause serious consequences for the Client, such as charging of contractual penalty, default interest (if provided for), and may complicate further possibilities to obtain a loan;
- 5.4. he is the true beneficiary and interested person in transactions with the Bank unless he has informed the Bank of another beneficiary;
- 5.5. he gives his consent to the Bank to process his personal data, personal data of the legal representatives and the card's users for the purposes related to the provision of Banking services, to the provision of information to the extent and manner laid down in the statutory regulations and for the arrangement of special offers, lotteries and similar activities, , as well as to carry out statistical study and analyses about the Client's group, service market segment and other financial indicators, and for 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 governing protection of personal data;
- 5.6. all submitted information 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;
- 5.7. he does not object to verification of information about him in any data base and to placement and storage thereof in the Bank's Client database;
- 5.8. he agrees that the Bank use 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 person;
- 5.9. he confirms that 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, , information about the Client, his 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;
- 5.10. 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 about them (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 by the Bank;
- 5.11. agrees that the Bank recognizes the subject-matter of the Agreement and the Contract as confidential information and guarantees non-disclosure of it to the third parties, provided that the Client duly performs the obligations under the Agreement and the Contract. Otherwise, the Bank has the right to transfer to third parties without prior notice the information without any limitation, the task of debt recovery and activities provided for by the laws and regulations.

The other provisions of the Contract remain unchanged. The Agreement has been drawn up and signed in 2 (two) original copies , one copy for each Party. The Agreement is an integral part of the Contract. Both copies are equally valid and binding.

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

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

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

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

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

**SIGNATURE OF AS "PNB Banka"**

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

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

**L.S.**