

_____, Nr. _____ DATED _____ 20

Rīga _____ 20_____

Client's code

THE CLIENT, OF THE ONE PART,

Name _____ Registration No. _____

Country of incorporation, name of register _____ Date of incorporation _____

Registered office address (street, house number, apartment number, city, postal code, country) _____

INFORMATION ABOUT CLIENT'S REPRESENTATIVE/S

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
 Statutes POA other (specify) _____

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
 Statutes POA other (specify) _____

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
 Statutes POA other (specify) _____

AND AS "PNB Banka" (REGISTRATION NO. 40003072918), HEREINAFTER – THE BANK, OF 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,

_____, DATED _____ 20_____, HEREINAFTER THE CONTRACT:

Information about the loan

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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<p>Bank</p> <p>(signature)</p>	<p>Client</p> <p>(signature)</p>
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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. I hereby allow do not allow the Bank to obtain data from state institutions for assessment of creditworthiness.

Data use objective: assessment of solvency

TO BE FILLED OUT BY THE BANK

The Authorized Loan has been granted in the amount of _____ (_____),

currency _____

Interest rate for use of the Authorized Loan, per year _____

Contractual penalty for use of the Unauthorized Loan, per year _____

Contractual penalty for payment delay, 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 execution 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. The Interest for use of the Authorized Loan 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.
- 2.2. The period of time during which the Client shall settle with the Bank, that is to pay back the used amount of the loan and pay interest, hereinafter referred to as the Settlement cycle, is 1 (one) calendar month.
- 2.3. The Client must pay the loan, interest, contractual penalty (incl. contractual penalty for using the Unauthorized Loan) before the Settlement date. Settlement Date is the last day (inclusive) of the Settlement cycle. If the Settlement date is on Sunday or on a holiday day in the Republic of Latvia, the Settlement date should be considered the first following Banking day. For each day of delay in settlements, the Client shall pay to the Bank the contractual penalty for delay, in accordance with the Agreement and the Tariffs.
- 2.4. Monthly payments must be made until the Client's loan obligations towards the Bank are discharged in full.
- 2.5. The Client may make payments the amount of which exceeds the amount of a 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 Contract and the GPT.
- 2.6. 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 starting from the day (inclusive) following the settlement date until the date of payment (not inclusive) for each day of delay. The Client is obliged to pay the Contractual penalty.
- 2.7. The Contractual Penalty for using of the Unauthorized Loan is charged starting from the day of occurring of the Unauthorized Loan on the Card Account until the date of repayment of the Unauthorized Loan (not inclusive).
- 2.8. The amount of the Interest and the contractual Penalties, specified in the Contract, 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, in case of lack thereof - from the loan, thus decreasing the amount of the unused Authorized Loan.
- 2.9. 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.
- 2.10. Monetary amounts arrived to the Card Account shall be transferred to discharge the Client's obligations towards the Bank as follows: the Interest for use of the Authorized Loan, the used loan amount, the Contractual Penalty for delay, the Contractual Penalty for using the Unauthorized Loan.
- 2.11. 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.

Bank	Client
(signature)	(signature)

1. Basic conditions for use of services

- 1.1. The Bank is entitled without notifying the Client to make amendments to the Agreement, the GPT, the Bank's service rates, as well as to change annual percentage rates and credit card penalty, if the changes are introduced following the amendments in the laws and regulations of the Republic of Latvia or due to adoption of new regulatory documents governing the Bank's activity, or if the changes are introduced in the Client's favor. In other cases, the Bank has the right to introduce amendments unilaterally by notifying the Client 14 (fourteen) calendar days before or by notifying the Client individually at the earliest opportunity.
- 1.2. The Client and the Bank have the right to terminate the Agreement according to the procedure laid down in the GPT and in the terms of use and maintenance of the Card and Card Account.

2. 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 at the option of the plaintiff: to the Court of Arbitration of the Association of Commercial Banks of Latvia (Riga, registered with the Register of Courts of Arbitration under No.40003746396), or to Riga Commercial Disputes Arbitration Court (Riga, registered with the Register of Courts of Arbitration under No. 40003758338), composed of one arbitrator and in accordance with the rules of procedure of the corresponding Court of Arbitration, or to the Court of the Republic of Latvia, by determining jurisdiction by legal address of the Bank and in compliance with the laws of the Republic of Latvia. The applicable substantive law will be the law of the Republic of Latvia.

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, as well as undertakes to follow the changes thereto which are available on the Bank's website (www.pnbbanka.eu) and at the clients service centers of the Bank;
- 5.2. the Bank has provided the Client with complete and accurate information on all the 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. the Client is fully aware and understands that a failure to make any payment specified in the Agreement may cause serious consequences, such as charging of contractual penalty, default interest (if provided), and may complicate further possibilities to obtain a loan;
- 5.4. the person specified in the form is the true beneficiary and concerned party in transactions with the Bank unless the Client 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 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 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 of the Bank;
- 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 persons;
- 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 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 by the Bank;
- 5.11. agrees that the Bank recognizes the subject-matter of the Contract and 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 without prior notice to transfer to third parties 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 THE CLIENT'S 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.

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

Date: _____ 20____

L.S.