

## PROVISIONS FOR REGULAR PAYMENTS

### Table of Contents

1. Terms and Abbreviations Used .....	1
2. Conclusion of the Agreement .....	1
3. Regular Payment Procedure .....	1
4. Obligations of the Client .....	2
5. Liability .....	2
6. Termination of the Agreement .....	2

### 1. Terms and Abbreviations Used

- 1.1. **Bank** – AS "PNB Banka", unified registration No. 40003072918, registered address: 15-2 Elizabetes Street, Riga, LV-1010; email address: [info@pnbbanka.eu](mailto:info@pnbbanka.eu); website: [www.pnbbanka.eu](http://www.pnbbanka.eu), the supervision of the Bank is carried out by the Financial and Capital Market Commission (1 Kungu Street, Riga, LV-1050; email address: [fktk@fktk.lv](mailto:fktk@fktk.lv)).
- 1.2. **Client** – a person that uses, has used, or has expressed the wish to use the Regular Payment.
- 1.3. **Account** – a Current Account or a Card Account.
- 1.4. **Agreement** – the Agreement on ensuring Regular Payments between the Bank and the Client upon the Client's request.
- 1.5. **Provisions** – these "Provisions for Regular Payments", which are Annex 13 to the Bank's "General Provisions for Transactions" (GPT).
- 1.6. **Transfer** – a specific transfer of funds performed by the Bank on the basis of information specified in the Agreement.
- 1.7. **Regular Payment** – a Service provided by the Bank to the Client, who has an Account opened with the Bank, by way of performing transfers of funds from the Client's Account in accordance with information specified in the Agreement.
- 1.8. If any terms or abbreviations are used in these Provisions which are not defined in this section of the Provisions, such terms or abbreviations shall be interpreted in accordance with the terms and abbreviations defined in the GPT.

### 2. Conclusion of the Agreement

- 2.1. The Agreement, if it is concluded in writing (on paper), shall come into force following signing by both Parties. If the Client concludes the Agreement electronically, using PNB Internetbanka, the Agreement shall come into force on the date on which the Client signs the Agreement using the Electronic Signature in accordance with the GPT.
- 2.2. The GPT, the Provisions of Service, and the Rates & Fees shall be integral parts of the Agreement.
- 2.3. The Agreement shall be entered into for an indefinite period. If the Client specifies a termination date in the Agreement, the Agreement shall remain in force until such date (inclusive).

### 3. Regular Payment Procedure

- 3.1. The Bank shall perform Transfers based on information specified in the Agreement. The Bank shall commence making Transfers no sooner than 15 (*fifteen*) calendar days following the effective date of the Agreement.
- 3.2. The Bank shall debit the amount of a Transfer and the Commission Fee specified in the Rates & Fees from funds held on the Client's Account (including available credit) without requesting the Client's consent, on the Transfer date specified in the Agreement, provided that, by the Transfer date, the Client has fulfilled the Client's obligations as specified in Clause 4.1 of the Provisions. If, by the Transfer date, the Client has not fulfilled the Client's obligations as specified in Clause 4.1 of the Provisions, the Bank shall, starting on the following business day of the Bank and for 10 (*ten*) calendar days, repeat the attempt to debit the amount of a Transfer and the Fee specified in the Rates & Fees from funds held on the Client's Account, each business day of the Bank. If necessary, the Bank shall perform the conversion of the Commission Fee by applying the currency exchange rate specified by the Bank on the date of executing the operation.
- 3.3. If, during the period of time specified in Clause 3.2 of the Provisions, the Client does not fulfil the Client's obligations specified in Clause 4.1 of the Provisions, the Bank shall be relieved from the duty to perform the payment.
- 3.4. In the interpretation of the Provisions, the Transfer date shall be determined as follows:
  - 3.4.1. if the Client has specified weekly periodicity of Transfers in the Agreement – the Transfer date shall be the day of the week corresponding to the day of the week of the first Transfer specified by the Client;
  - 3.4.2. if the Client has specified monthly periodicity of Transfers in the Agreement – the Transfer date shall be the day of the calendar month corresponding to the day of the calendar month of the first Transfer specified by the Client;
  - 3.4.3. if the Client has specified quarterly periodicity of Transfers in the Agreement – the Transfer date shall be the day of every third calendar month (following the month of the first Transfer) corresponding to the day of the calendar month of the first Transfer specified by the Client;

- 3.4.4. if the Client has specified annual periodicity of Transfers in the Agreement – the Transfer date shall be the day of the relevant calendar month of each subsequent year corresponding to the day and calendar month in the year of the first Transfer specified by the Client.
- 3.5. If a Transfer date, or the date of the first Transfer specified by the Client, falls on a Saturday, Sunday, or other day off in the Republic of Latvia, the Transfer shall be executed on the first Bank's business day following such day off.
- 3.6. The Bank shall not execute Transfers if:
  - 3.6.1. the balance of the Client's account following execution of a Transfer and payment of the Bank's Commission Fee would be lower than the minimum balance specified in the Agreement;
  - 3.6.2. the Client has failed to fulfil the provisions of Clause 4.1 of the Provisions;
  - 3.6.3. the total of the Transfer and the Bank's Commission Fee exceeds the amount of the limit specified by the Client or defined in the Rates & Fees;
  - 3.6.4. the currency specified in the Agreement does not correspond to the currency of the Client's Account or linked accounts;
  - 3.6.5. the operation of the Client's Account, or the Account of the Transfer beneficiary, is suspended (or restrictions on transactions have been set in accordance with which the Bank is not entitled/able to make Transfers), or if the Bank has suspended operations on the Client's Account in accordance with cases specified in the GPT;
  - 3.6.6. the Client's Account, or the Account of the Transfer beneficiary, is closed.
- 3.7. In addition to cases specified in Clause 3.6 of the Provisions, the Bank shall not execute Transfers in cases specified in the applicable legislation of the Republic of Latvia, cases specified in agreements between the Bank and the Client, and other cases specified in the GPT.
- 3.8. The Client shall be entitled to amend the provisions of the Agreement and the information stated in the Agreement by terminating the execution of the current Agreement in accordance with the procedure specified in Clause 6.2 of the Provisions and concluding a new Agreement.
- 3.9. The Client may submit Claims related to the execution of Transfers to the Bank either in paper or electronically, via PNB Internetbanka. If the Client fails to submit a claim to the Bank within 13 (*thirteen*) months – or, if the Client is a legal entity, within 3 (*three*) months – following the date of execution of a Transfer, the Bank shall be entitled to assume the Client's consent to the executed Transfer and acknowledgment thereof as correct.
- 3.10. If the Client submits a claim in accordance with Clause 3.9 of the Provisions, and the Bank acknowledges it as justified, the Bank shall refund the amount of the Unauthorised payment to the Client or restore the state of the Client's Account from which the amount was debited, to the state in which it had been prior to the execution of the Unauthorised payment, unless provided otherwise in the GPT.

#### **4. Obligations of the Client**

- 4.1. The Client shall have the following obligations:
  - 4.1.1. by the date of a Transfer to ensure the availability of funds required for executing the payment and paying the Commission Fee on the Client's Account;
  - 4.1.2. if the Agreement states a minimum balance of the Client's Account, to ensure that, following the execution of the Transfer and payment of the relevant Commission Fee, the remaining balance of funds on the Client's Account would be no lower than such minimum Client's Account balance.

#### **5. Liability**

- 5.1. The liability of the Bank shall be limited to the accurate execution of the assignment given by the Client under the Agreement, acting in accordance with these Provisions.
- 5.2. The Bank shall not be liable for any relationships between the Client and the beneficiary of a Transfer, or possible mutual claims.
- 5.3. The Bank shall not be liable for any losses the Client, the beneficiary of a Transfer, or any third party might sustain if a Transfer is not executed in cases specified in Clauses 3.6 and 3.7 of the Provisions.

#### **6. Termination of the Agreement**

- 6.1. The Client shall be entitled to terminate the operation of the Agreement unilaterally, by giving the Bank prior notice of at least 5 (*five*) Bank's business days, or a shorter term, if specified by the Bank. The Bank shall be entitled to unilaterally terminate the operation of an Agreement concluded with a Client that is a legal entity by giving the Client prior notice of 5 (*five*) Bank's business days, or to terminate the operation of a termless Agreement concluded with a Client that is a natural person by giving the Client 2 (*two*) months' prior notice.
- 6.2. The Client shall be entitled to terminate the operation of the Agreement unilaterally by submitting to the Bank a written application on paper or the relevant application in electronic format via PNB Internetbanka.
- 6.3. Termination of the Agreement shall not relieve the Client from the obligation to pay the Commission Fee specified in the Bank's Rates & Fees.

\* \* \*