



# APPLICATION FOR PAYMENT CARD AND ACCOUNT OPENING



Application Number .....

Customer ID .....

Date (DD, MM, YYYY) .....

Please complete using BLOCK letters and place a cross X in the appropriate box

1. INFORMATION ON THE CUSTOMER

Company name ..... Language of communication/ account statement: English  Russian

Address of registered residence ..... (street, house, flat, town, country, postal code)

Contact address for correspondence if different from the address of residence ..... (street, house, flat, town, country, postal code)

Telephone ..... Mobile phone .....

Fax ..... E-mail address .....

Registration number ..... Country of registration .....

**Customer authorized person:**

Name, surname ..... Identity code / Birth date .....

**Contact person:**

Name, surname ..... Telephone .....

2. INFORMATION ON THE ACCOUNT

**Please open a current account in the Bank or attach the Card to the existing current account (monocurrency account)**

Account No\* .....

**Please send the Customer's Account Statement:**  To Parex online banking  To Parex DIGI::FIRMA  By mail to the address of registered residence  By mail to the contact address

**Hereby the Customer authorises the Bank to issue the Card and the PIN code attached to the Card to the following person:**

3. INFORMATION ON THE CARDHOLDER

Name, surname ..... Password .....

Address of actual residence ..... (street, house, flat, town, country, postal code)

Identity code / Birth date ..... Passport's serial number .....

Telephone ..... Mobile phone ..... E-mail address .....

4. INFORMATION ON THE CARD

Card	Type of Card			Currency	Collateral
Debit Card	<input type="checkbox"/> Maestro	<input type="checkbox"/> Visa Electron		<input type="checkbox"/> EUR	<input type="checkbox"/> Term deposit
Credit Card	<input type="checkbox"/> MasterCard Business	<input type="checkbox"/> Visa Business	<input type="checkbox"/> Visa Platinum	<input type="checkbox"/> USD	<input type="checkbox"/> Safety deposit
	<input type="checkbox"/> MasterCard Gold	<input type="checkbox"/> Visa Gold			
Virtual Card	<input type="checkbox"/> MasterCard	<input type="checkbox"/> Visa		<input type="checkbox"/> LVL	<input type="checkbox"/> Other
Cash card	<input type="checkbox"/> Cirrus	<input type="checkbox"/> Visa Plus			

**Please allocate Credit limit** ..... (amount)

Company's name on the Card \*\* ..... (only Latin alphabet to be used)

Cardholder's name and surname on the Card \*\* ..... (only Latin alphabet to be used)

5. SIGNATURES

This is to certify that I have received the Terms of the Card use and servicing, the Terms of opening and maintenance of a current account, I have acquainted myself with them, I agree to them fully and undertake to fulfill them.

Customer's signature, seal ..... Cardholder's signature .....

6. BANK

**TO BE FILLED IN BY THE BANK**

Special terms and condition .....

Card number (for Visa Plus, Cirrus only) .....

Deposit ..... (amount, currency)

Deposit Account No .....

Card to be sent to .....

**Received:**

Place of acceptance .....

Bank employee .....

Employee's ID .....

Signature, stamp .....

**Accepted:**

Credit Limit ..... (amount)

Signature, stamp .....

\* To be filled in by the Bank employee

\*\* Except Visa Plus, Cirrus

**TERMS OF THE CARD USE AND SERVICING**

- 1. DEFINITIONS USED IN THE TERMS OF SERVICE
1.1. Bank - the SC "Parex banka", unified registration number 40003074590, 3 Smilusi Street, Riga, Latvia, LV-1522.
1.2. Automatic teller machine (ATM) - equipment for execution of individual Transactions using the Card.
1.3. Pricelist - a document approved by the Bank and setting the remuneration (charges, remuneration as percentage of the specified amount, etc.) payable by the Customer to the Bank for the services rendered to the Customer.
1.4. CVV/CVC code - a personal identification number used by the Cardholder for his/its identification in Transactions with the Virtual Card.
1.5. Transaction - all transactions that may be executed using the Card.
1.6. Deposit Account - the Bank's internal account where the Safety Deposit is kept.
1.7. Safety Deposit - a sum of money deposited by the Customer or a third person with the Bank, used as financial security to secure fulfillment of the Customer's liabilities against the Bank under the Service Agreement.
1.8. Application - the application for receiving the Service pursuant to the proforma stated by the Bank, filled in by the Customer.
1.9. Card - the international payment card issued and owned by the Bank, a debit card/credit card chosen by the Customer and mentioned in the Application for receiving the Service.
1.10. Cardholder - an individual entitled to use the Card: the individual Customer/the authorized person of the individual Customer/the representative of the corporate Customer.
1.11. Customer - an individual or a corporate person in whose name the Account has been opened.
1.12. Account - the Customer's current account in the Bank to which the Card is attached.
1.13. Credit - the Bank's funds (credit resources) consisting of the full debit (negative) Account balance (the outstanding Credit Limit amount that has been used, the Credit Limit Excess), including funds for all payments to be made by the Customer pursuant to the Terms of Service and the Pricelist and debited by the Bank.
1.14. Credit Remuneration Period - the date until which the Customer shall be obliged to repay the outstanding Credit amount to the Bank.
1.15. Minimum Credit Amount - the absolute amount allowed by the Bank to be spent above from the Customer's funds available in the Account, which results in a debit (negative) Account balance within such amount. The Bank may deduct payments due to the same from the Credit Limit in cases and according to procedures pursuant to the Terms of Service and the Pricelist, unless the Customer's funds available in the Account are sufficient for such payments.
1.16. Credit Limit Excess - increase of the debit (negative) Account balance by the amount exceeding the Credit Limit set for the Customer, or in cases where no Credit Limit has been set for the Customer - the full debit (negative) Account balance amount. Credit Limit Excess may arise in cases where the Bank debits payments due to the Customer to the Terms of Service and the Pricelist and the Customer's funds and the Credit Limit funds available in the Account are insufficient.
1.17. Credit Interest - the payment paid by the Customer to the Bank for the actually used Credit Limit pursuant to these Terms of Service and the Pricelist.
1.18. Principle of Credit Interest calculation - the principle of calculation of the Credit Interest which complies to the Card type (product type) chosen by the Customer and mentioned in the Pricelist.
1.19. Penalty under the Agreement - the amount paid by the Customer to the Bank for the Credit Limit Excess pursuant to these Terms of Service and the Pricelist.
1.20. Minimum Credit Amount - the amount calculated of the actually spent Credit Limit amount using the minimum credit payment rate pursuant to the Pricelist, as well as the full Credit Limit Excess amount.
1.21. Payment order for the Minimum Credit Amount - the Customer's payment order for the Bank to execute payments of the Minimum Credit Amount from the Customer's account with the Bank pursuant to his/its Application to the Account on a monthly basis.
1.22. Settlement Cycle - a calendar month for which settlement is made between the Bank and the Customer.
1.23. Settlement Day - 15th day of the month following the Settlement Cycle.
1.24. Higher Credit Interest - the payment paid by the Customer for the outstanding Credit Limit amount that has been used, apart from the Credit Interest, in cases where the Customer has not paid the Minimum Credit Amount until the Settlement Day.
1.25. Service - issue of the Card to the Cardholder and its servicing, as well as other services of the Bank related to the Card use.
1.26. Service Agreement - the arrangement between the Bank and the Customer, the Application and these Terms of Service being integral parts thereof.
1.27. Terms of Service - these Terms of the Card Use and Servicing and of other services of the Bank related to the Card use.
1.28. Password - the word settled and used by the Customer/Cardholder for his authorization by phone to stop (to block) Card's activity, receive information about the Account and the Card including completed transactions.
1.29. Available Balance - the Customer's funds available in the Account and unused Credit Limit amount, except funds that are encumbered for any reason, including due to execution of the Cardholder's order.
1.30. PIN code - a personal identification number known only by the Customer and used by the same for his/its identification in individual Transactions with the Card.
1.31. Parties - the Customer and the Bank.
1.32. Spending Limit - the limit on the amount available to the Cardholder using the Card, including daily/monthly limits on the number and/or amount of Transactions.
1.33. Retailer - the vendor that accepts the Card as a means of payment for the goods or services.
2. GENERAL PROVISIONS
2.1. Signing the Application, the Customer certifies that:
2.1.1. the Customer/the Cardholder will not use the Card or the Service for achievement of unlawful purposes, incl. laundering of proceeds derived from criminal activities;
2.1.2. the Card will be used in the Customer's interests rather than on instructions of another person for prevention of identification of such person; the Bank has supplied the Customer with full and comprehensive information on the Service, the Customer understands the content of the Terms of Service, incl. procedures of resolution of disputes, as well as acknowledges this Service Agreement as fair and beneficial, and concludes the same voluntarily, without fraud or misrepresentation, and undertakes to comply with the same;
2.1.4. the same is aware of the risks related to use of the Service.
2.2. The Application, the Terms of Service, the Bank's General Terms of Business, standard documents approved by international payment card organizations (according to the Card type) and legal acts of the Republic of Latvia shall regulate the use and servicing of the Card and PIN code.
2.3. The terms used in the Terms of Service apply both to the singular and plural forms. Headlines of sections are only given for better visibility and shall not be used for interpreting of the content.
2.4. The Cardholder may demand the Bank to change the Password.
3. CONCLUDING THE SERVICE AGREEMENT.
3.1. This Service Agreement shall be considered concluded from the moment when the Bank issues the Card to the Cardholder (the main Card or an additional Card).
3.2. The Bank shall be entitled to decline the Customer's Application or not to issue the Card without giving its reasons.
3.3. Upon concluding the Service Agreement the Bank shall issue the Card and PIN code to the Cardholder mentioned in the Application or the Customer's special application, in a special envelope. In cases of "the Virtual Card" the respective information and CVC/CW code shall be issued to the Customer.
4. USE AND SERVICING OF THE CARD
4.1. Use of the Card:
4.1.1. One main Card is and one or more additional Cards may be attached to each Account. At the request of the Customer a main Card or an additional Card shall be issued to the Cardholder.
4.1.2. The Card is made of plastics and has a magnetic stripe/chip containing the following information: the Card type, the Card number, the Card validity, the Customer's name (for corporate persons), the Customer's first name and surname. In case the Card is "the Virtual Card" it exists in a virtual form and shall not be issued as a subject, however it contains all the information of the Card mentioned above.
4.1.3. The name of the Customer (for the corporate persons) and/or the name, surname of the Cardholder shall not be specified on the Visa Plus or Cirrus.
4.1.4. The Card shall be valid until the last day of the month of the year stated on the same (inclusive) or until the last day of the month of the year specified for the "Virtual Card".
4.1.5. Upon expiry of the Card validity, new Card shall be made unless the Customer has given an opposite order 30 (thirty) working days before such expiry of the Card validity. The Account shall be debited with the annual or monthly charge for the Card pursuant to the Pricelist. In cases where the Customer/the Cardholder fails to pick up his Card within 3 (three) months, the Bank shall be entitled to cancel the same without refund of the charge debited pursuant to this paragraph to the Customer, as well as to terminate the Service Agreement, unless this Service Agreement provides for other active Cards.
4.2. Transactions that may be executed with the Card.
4.2.1. In case where the Card is "the Virtual Card", the Cardholder may execute Transactions with the Card via internet as well as to withdraw cash at the Bank.
4.2.2. In case where the Card is Visa Plus or Cirrus, the Cardholder may execute Transactions with the Card - to deposit and to withdraw cash via the ATM. 4.2.3. In case where the Card is another kind (ie. not mentioned in Clause 4.2.1. and 4.2.2) the Cardholder may execute any Transactions with the Card including via internet as well as to deposit or to withdraw cash via the ATM or at the Bank.
4.3. Cardholder's identification.
4.3.1. The Card shall only be used by the Cardholder, except "the Virtual Card", Visa Plus or Cirrus.
4.3.2. Visa Plus (Cirrus) and "the Virtual Card" shall be used by the Cardholder, indicated in the Application.
4.3.3. The Bank shall assume that the Cardholder has been identified, if the PIN code entered in the ATM or the appliance/system for the Card acceptance corresponds to the data (PIN code) encoded in the magnetic stripe/chip of the Card, or CVC/CVC code entered to conclude a Transaction with "the Virtual Card" corresponds to the encoded in the program of "the Virtual Card". The Parties shall consider the PIN code as the Cardholder's personal signature for certification of respective Transactions with the Card.
4.4. Limitations on Transactions.
4.4.1. In order to increase safety of the Customer's funds in the Account, the Bank shall set to the Card (the main Card and to every additional Card) a Spending Limit about which the Customer may receive information in the Bank's customer service center, in the respective system of account distant management or by calling the Bank's information line. The Bank may change the Spending Limit pursuant to the Customer's application. The Customer determines to inform the Cardholder about the Spending Limit settled to his Card.
4.5. The Cardholder shall be obliged to comply with the following requirements for the Card use:
4.5.1. Unless the Card is "the Virtual Card", Visa Plus or Cirrus:
4.5.1.1. to sign the Card in the signature specimen stripe immediately upon receipt of the Card;
4.5.1.2. to keep the Card similarly to cheques and cash, to check up/make sure about the presence of the Card on a daily basis;
4.5.1.3. to protect the Card from the impact of high temperature, electromagnetic field and mechanical damage;
4.5.1.4. to handle the Card, the PIN code and the Card number with care and caution in order to prevent the Card, PIN code and the Card number coming to other persons' hands, not to write down the PIN code on the Card or other items held together with the Card;
4.5.1.5. not to transfer the Card, the Card number or other information related to the Card to other persons, unless pursuant to conditions of execution of the Transaction;
4.5.1.6. to mind that the Retailer should only accept the Card as a means of payment in the Cardholder's presence, to present his identity document to the Retailer at the latter's request;
4.5.1.7. not to exceed the Spending Limit;
4.5.1.8. accordingly before the document certifying the Transaction is signed or after the PIN code is entered, to make sure that the Transaction amount stated in such document certifying the Transaction (including the electronic document) coincides with the actual Transaction amount (in cases where the Card is used via appliances of cards' acceptance);
4.5.1.9. to affix his signature similar to that featured on the Card to the document certifying the Transaction;
4.5.1.10. to keep the documents certifying the Transaction for at least 6 (six) months;
4.5.1.11. not to use the Card upon the expiry of its validity or after the Card activity is terminated or suspended for any reasons;
4.5.1.12. to return the Card to the Bank immediately after the Bank's request;
4.5.1.13. to return the Cards that are not valid for execution of Transactions to the Bank or to destroy the same;
4.5.2. in case the Card is "the Virtual Card" - the requirements pursuant to paragraphs 4.5.1.1, 4.5.1.7, 4.5.1.8 and 4.5.1.11 of these Terms of Service mentioned above.
4.5.3. in case the Card is Visa Plus or Cirrus - the requirements pursuant to paragraphs 4.5.1.2, 4.5.1.3, 4.5.1.4, 4.5.1.5, 4.5.1.7, 4.5.1.8, 4.5.1.10, 4.5.1.11, 4.5.1.12, and 4.5.1.13. of these Terms of Service mentioned above.
4.6. Action in cases of the Card loss or unlawful action with the Card
4.6.1. In cases where the Card is lost or theft, or the PIN code becomes known to an unauthorized person, the Customer/the Cardholder shall be obliged to proceed as follows:
4.6.1.1. to report the fact stated to the Bank orally immediately (the Bank - 3 Smilusi Street, Riga, LV-1522, Latvia, 24-hour telephone (371) 7010000, fax (371) 7010011), and to submit a respective writing report to the Bank within 7 (seven) calendar days or
4.6.1.2. to give an order to the Bank for automatic termination of the Card operation, in cases where the Customer uses the Bank's service of Account distant management, providing for such termination of the Card operation;

- 4.6.1.3. to report the Card loss or theft to the nearest police station and if possibly to any MasterCard Int. or VISA Int. Institution;
4.6.1.4. if required, to supply the Bank with information on the case of the Card loss/theft available to the same;
4.6.1.5. in cases where the Card that is stolen/lost is found, to notify the Bank accordingly immediately.
4.6.2. After oral information pursuant to paragraph 4.6.1.1 above is received from the Customer/the Cardholder, the Bank shall block operation of a specific Card, or in cases where the Customer is unable to give the Card number or supply other specific information, operation of all Cards attached to the Account. After written information pursuant to paragraph 4.6.1.1 above is received from the Customer/the Cardholder, the Bank shall terminate operation of the blocked Card (Cards). The order received by the Bank pursuant to paragraph 4.6.1.2 above shall be executed automatically in the respective system of Account distant management.
4.6.3. The Bank shall issue a new Card to the Customer/the Cardholder according to the Customer's application.
5. OTHER SERVICES RENDERED TO THE CUSTOMER UNDER THIS SERVICE AGREEMENT
5.1. Granting a Credit Limit.
5.1.1. The Customer may request that the Bank should grant him/it the Credit Limit, stating this in his/its Application or submitting a special application upon the validity of the Service Agreement. The Bank shall be entitled to refuse to grant the Credit Limit to the Customer without stating reasons of such refusal. Requesting or using the Credit Limit the Customer determines to submit the documents/information confirming the Customer's property status including incomes demanded by the Bank and completed according to the requirements settled by the Bank. The Customer agrees that the Bank is entitled to offer the Credit Limit to the Customer also on Bank's own discretion, by sending a respective notice to the Customer stating the terms of the Credit Limit allocation order and other information related to the Credit Limit.
5.1.3. The Credit Remuneration Period shall be 1 (one) year from the day of opening the Credit Limit. Unless the Customer has infringed provisions of the Service Agreement the Remuneration Period shall be extended for another year. The Bank may extend the Credit Remuneration Period for another year at a time similarly. In cases where the Customer has infringed provisions of the Service Agreement and the Bank does not want to extend the Credit Remuneration Period, the Bank shall notify the Customer accordingly in writing at least 30 (thirty) calendar days before expiry of the respective Credit Remuneration Period, and the Customer shall repay the outstanding Credit amount to the Bank before expiry of the respective Credit Remuneration Period, unless the Parties have agreed otherwise.
5.1.4. In cases where the Customer has made the Safety Deposit, the Credit Remuneration Period shall be considered to be equal to the term of the Safety Deposit. The Bank may extend the Credit Remuneration Period for the period of respective extension of the term of the Safety Deposit. In cases where the Customer has infringed provisions of the Service Agreement, the Bank shall be entitled not to extend the term of the Safety Deposit and to exercise its rights pursuant to paragraph 10.2 below.
5.1.5. According to the Customer's request, the Bank may cancel or reduce the Credit Limit.
5.2. Payment order for the Minimum Credit Amount
5.2.1. The Customer may give a payment order for Minimum Credit Amount to the Bank, stating this in his/its Application or by submitting a special application.
5.2.2. In cases where the Customer has given the order pursuant to paragraph 5.2.1 of these Terms of Service above, the Bank shall debit the account to be debited as stated by the Customer with the Minimum Credit Amount calculated pursuant to these Terms of Service on the first day of each Settlement Cycle.
5.2.3. In cases where a payment order for Minimum Credit Amount is not executed because the balance available in the account to be debited is insufficient to execute the respective payment in full and to pay the charge pursuant to the Pricelist, the Bank shall check sufficiency of the balance available in the account for execution of the payment pursuant to this paragraph for 10 (ten) working days running, and should the same be sufficient, shall execute the order. The Bank shall not execute the payment in parts.
5.2.4. The Bank shall be entitled to terminate execution of the payment order for Minimum Credit Amount in cases where the respective application of the Customer is received or the account to be debited is closed, or this Service Agreement is terminated.
5.3. Safety Deposit.
5.3.1. The Bank shall be entitled to request that the Customer should make a Safety Deposit or increase the current Safety Deposit.
5.3.2. The Bank shall determine the Safety Deposit amount to be credited by the Customer to his Account, or by agreement with the Bank, to another account with the Bank, from where the Bank shall transfer the same to the Deposit account. All funds credited to the Safety Deposit account shall be considered as a financial pledge.
5.3.3. The minimum term of the Safety Deposit shall be 1 (one) year. The Bank shall extend the term of the Safety Deposit automatically for each following term equal to the previous one pursuant to provisions of paragraph 5.1.4 of these Terms of Service above.
5.3.4. The Bank shall pay interest on the Safety Deposit to the Customer, applying the interest rate pursuant to its Pricelist, unless the Parties agree otherwise. Such interest on the Safety Deposit shall be calculated starting from the day of crediting the Deposit account with the Safety Deposit until the last day of the full deposit year (exclusive), assuming that the deposit year consists of 360 days and the month of 30 days. Such interest shall only be paid out to the Customer for full deposit years at the end of each deposit year, by crediting the account stated by the Customer.
5.3.5. Over validity of this Service Agreement the Safety Deposit may only be decreased or withdrawn in full, decreasing or cancelling the Credit Limit, with the consent of the Bank and in compliance with the Bank's requirements, according to the respective application of the Customer. In case of the Bank's positive decision the Bank shall pay out the Safety Deposit (a part thereof) in at least 40 (forty) calendar days from the day when his/its application is received by the Bank. The Customer's outstanding Credit amount shall be deducted from the Safety Deposit to be paid out to the Customer and the accrued interest, the balance being transferred to the account stated by the Customer.
5.3.6. In cases where the Customer fails to fulfill his/its liabilities pursuant to these Terms of Service, the Bank shall be entitled to use the Safety Deposit (a part thereof) and the accrued interest to make the Customer's outstanding Credit payments, including current ones.
5.3.7. The Customer authorizes the Bank to use his/its Safety Deposit and the accrued interest without a special order of the Customer to cover other claims of the Bank against the Customer as well.
6. SETTLEMENTS, CHARGES FOR THE SERVICES
6.1. General procedures of settlements.
6.1.1. The Customer authorizes the Bank to debit the Account, incl. by means of increasing the debit (negative) Account balance (the credit amount) without a special order of the Customer, in the following cases:
6.1.1.1. for amount of Transactions executed using the Card;
6.1.1.2. the charge for Transactions with the Card and for other services rendered by the Bank pursuant to its current Pricelist as of the moment of execution of the respective transaction;
6.1.1.3. for the services rendered by the Bank and not stated in its Pricelist that the Bank had to render in order to ensure servicing of the Customer/the Cardholder and/or the Card;
6.1.1.4. for other payments to be made by the Customer under the Service Agreement.
6.1.2. If the Cardholder has executed transaction in currency, which is not currency of the Account, then the following conditions shall be observed:
6.1.2.1. if the Transaction is executed outside Latvia in EUR or USD and neither of these currencies is currency of the Account, then the Bank executes currency exchange of the Transaction sum into currency of the Account according to the currency exchange rate stated by the Bank of Latvia in the day when the Transaction data has been received in the Bank;
6.1.2.2. if the Transaction is executed outside Latvia in currency, which is not EUR or USD and which is not currency of the Account, then at firstly Transaction sum shall be exchanged into USD according to interbank currency exchange rate stated by international card organizations, but after that USD exchange shall be executed into currency of the Account according to the currency exchange rate stated by the Bank of Latvia in the day, when Transaction data has been received in the Bank;
6.1.2.3. if the Transaction is executed in Latvia in foreign currency (not LVL), then at firstly currency exchange of the Transaction sum shall be executed into LVL according to the currency exchange rate stated by the Bank of Latvia, but after that exchange of LVL shall be executed into currency of the Account according to the currency exchange rate stated by the Bank of Latvia in the day, when the Transaction data has been received in the Bank;
6.1.2.4. if the currency of the Transaction sum is not currency of the Account, then the Customer pays extra charge of currency exchange stated by the Bank in the amount specified in the Pricelist for currency exchange of the Transaction sum.
6.1.3. The record of the Transaction is carried out not later than in the next day of receipt of Transaction data in the Bank.
6.1.4. In cases where the Customer states differences between Transactions pursuant to his/its Account statement and the Transactions actually made by the Customer/the Cardholder, the same shall notify the Bank accordingly in writing immediately, within 45 (forty-five) calendar days after the day when the Transaction is booked at the latest. The Bank shall not refund funds under dispute the Customer in cases where, in executing the respective Transaction, the Cardholder has been identified according to procedures pursuant to these Terms of Service, or the Customer/the Cardholder has acted with negligence or unlawfully.
6.2. Settlements related to the Credit.
6.2.1. In cases where the Customer has been granted a Credit Limit, the same shall make settlements with the Bank according to his/its Card type and one of the following two principles of Credit Interest calculation:
6.2.1.1. Credit Interest shall be calculated for the full period of use of the Credit Limit;
6.2.1.2. Credit Interest calculation has "days off" set, meaning no duty to pay Credit Interest for a settled period of time.
6.2.2. The Bank shall calculate Credit Interest on the Credit Limit used:
6.2.2.1. in cases where the principle pursuant to paragraph 6.2.1.1 of these Terms of Service above is set - from the day when the Customer started using the Credit Limit until the day (not inclusive) when the Credit Limit amount used is repaid, Credit Interest being calculated on the outstanding Credit amount used on a daily basis, according to the Account condition at the close of the day;
6.2.2.2. in cases where the principle pursuant to paragraph 6.2.1.2 of these Terms of Service above is set - on a daily basis from the day following the Settlement Day until the day (not inclusive) when the Credit Limit amount used is repaid, Credit Interest being calculated on the outstanding Credit amount used as of the end of the Settlement Cycle, taking into account credits to the Account made over the following Settlement Cycle and subsequently until the Credit amount used is repaid.
6.2.3. Starting from the following month after the Customer begins to use the Credit Limit the Customer shall credit his/its Account with the Minimum Credit Amount at least once in three months until the respective Settlement Day.
6.2.4. In cases where the Customer fails to credit the Minimum Credit Amount for the respective Settlement Cycle until the Settlement Day of each calendar month, the Bank shall calculate a Higher Credit Interest according to the Higher Credit Interest rate pursuant to the Pricelist, from the day following the Settlement Day until the day (not inclusive) when the respective amount is paid.
6.2.5. A Higher Credit Interest shall be calculated - on a daily basis, according to the Account condition as of the end of the Settlement Cycle, taking into account all credits to the Account made over the following Settlement Cycle until each day of interest calculation (inclusive). Subsequently a Higher Credit Interest shall be calculated from the first day of the Settlement Cycle, taking into account credits made to the Account.
6.2.6. The Bank shall calculate Penalty under the Agreement for the Credit Limit Excess from the day of appearance of such Credit Limit Excess until the day (not inclusive) when the Account is credited with such excess amount. The payment of the Penalty under the Agreement does not relieve the Customer to fulfill his obligations under the Service Agreement.
6.2.7. Credit Interest and Higher Credit Interest shall be calculated assuming that the year consists of 360 (three hundred and sixty) days.
6.2.8. The Customer may receive information on the Minimum Credit Amount at the Bank, in his/its Account statement or in Parex Internetbank.
6.2.9. In cases where the Customer has a Safety Deposit the Customer does not have the obligation to fulfill a provision pursuant to paragraph 6.2.3 of the Terms of Service until the final date of such Safety Deposit or until the moment when the outstanding Credit amount used becomes equal to the Safety Deposit amount. Regardless of extension of the term of the Minimum Credit Amount, the Customer shall be entitled to make payments of such Minimum Credit Amount until each Settlement Day, and in cases where the Customer fails to do so, the same shall pay a Higher Credit Interest according to procedures pursuant to paragraphs 6.2.4 and 6.2.5 of these Terms of Service above.
6.2.10. At the end of each month the Bank shall calculate the outstanding Credit amount for the respective Settlement Cycle, calculate and debit Credit Interest from the Account, Higher Credit Interest (in case where there is an obligation to pay) and Penalty (in case where there is an obligation to pay).
6.2.11. All debit and credit transactions executed with the Account including transactions executed with the Card shall be listed in the Account statement, where Credit Interest and the Penalty are unified in the section "Credit Interest".
7. THE CUSTOMER'S OBLIGATIONS
7.1. The Customer undertakes:
7.1.1. to acquaint the Cardholder with this Service Agreement and amendments thereto, if any;
7.1.2. to follow use of the Account;
7.1.3. to make payments pursuant to the Pricelist, as well as other payments pursuant to the Service Agreement to the Bank transferring appropriate funds on the Account immediately;
7.1.4. to notify the Bank immediately of all changes that affects the Service Agreement and other information/documents supplied to the Bank, by submitting documents that assures changes.
7.2. Failure to receive the Account statement shall not release the Customer from appropriate fulfillment of the Customer's liabilities pursuant to the Service Agreement.
8. SUPPLYING DOCUMENTS AND/OR INFORMATION
8.1. All notices and other information of the Bank meant for the Customer shall be sent to the Customer's actual address stated in the Application or subsequently provided in writing. The Customer agrees that the Bank or corporate persons related to the Bank should send information on the Bank's services, as well as the

Customer's name ..... Customer's signature ..... Cardholder's signature ..... Date .....

goods and services of third persons to the Customer's actual address or at the Customer's request to his/its email address provided, unless the Customer refused to receive such information.

- 8.2. The Customer (an individual) represents and agrees that the Bank shall be entitled to process his personal data, including requesting and receiving his personal data from an internet provider and databases established according to procedures pursuant to legal acts of the Republic of Latvia, if the Bank deems it necessary in order to establish legal relations between the Bank and the Customer and to ensure fulfillment of liabilities. The Customer agrees to transfer of his personal data to third persons, if the Bank deems it necessary for debt collection from the Customer.
  - 8.3. The Bank shall supply the Bank of Latvia with information and request information on the Customer from the same according to the conditions of the Debtors Register approved by the Bank of Latvia. The Customer shall be entitled to request and receive information concerning himself from the Debtors Register according to the conditions of the Debtors Register approved by the Bank of Latvia, their text being accessible to the Customer at the Bank or on the internet home page of the Bank of Latvia [www.bank.lv](http://www.bank.lv).
  9. **RESPONSIBILITY OF THE PARTIES.**
    - 9.1. The Customer shall be responsible for fulfillment of the liabilities pursuant to the Service Agreement in full, including Transactions with Cards issued to the Cardholders. The Customer undertakes to cover any losses sustained by the Bank as a result of any Transaction with the Card issued to the Cardholder or other actions with the Card. In this case the Bank shall not be responsible for the Customer's losses.
    - 9.2. The Customer shall be responsible for authenticity and completeness of the documents and information submitted to the Bank. In cases where the data fails to be submitted in time, or incorrect or incomplete data is supplied, the Bank shall not be responsible for the Customer's losses. If the Bank sustains losses as a result of the above-mentioned circumstances, the Customer shall have an obligation to reimburse the Bank for the same in full.
  - 9.3. The Bank shall not be responsible:
    - 9.3.1. for the refusal of the Retailer/the third person to accept the Card as a means of payment;
    - 9.3.2. for the quality of the goods and services bought using the Card as a means of payment;
    - 9.3.3. for the Customer's losses arising in cases where the Cardholder was unable to use his/its Card due to faults or damages in communication lines or due to other technical or other reasons beyond the Bank's control;
    - 9.3.4. for the Customer's losses arising in cases where restrictions or limits of any third person have impacted on the interests of the Customer/the Cardholder or the use of the Card as a means of payment.
  - 9.4. In case of the Card loss or unlawful use of the Card the Customer shall be responsible:
    - 9.4.1. for each Transaction with his Card until the Bank receives the respective oral report of the established fact from the Customer/the Cardholder pursuant to paragraph 4.6.1.1 of the Terms of Service above;
    - 9.4.2. for each Transaction that is executed without authorization (the Retailer accepts the card for settlement without verifying the Card status, including verifying the Account balance with the Bank) and does not exceed 300 USD (three hundred US dollars) or the equivalent amount in a different currency – until the Bank receives the respective written report confirming the established fact pursuant to paragraph 4.6.1.1 of the Terms of Service above;
    - 9.4.3. for each Transaction with the Card – until the Bank receives the Customer's order to block the Card automatically pursuant to paragraph 4.6.1.2 of the Terms of Service above.
  - 9.5. In order to ensure the Card servicing, the Bank uses the services of third persons too. The Bank shall not be responsible for the Customer's losses or inconvenience if caused by actions or omissions of third persons.
  - 9.6. In cases where the Bank has information that the Cardholder/the Customer has allowed unlawful use of the Card or that that fails to comply with the Service Agreement, the Customer shall be responsible for all related liabilities.
  - 9.7. The Parties shall not be responsible for losses related to force majeure, as far as not stated otherwise in these Terms of Service.
  - 9.8. The Parties shall be responsible for failure to fulfill or to fulfill properly this Service Agreement according to procedures pursuant to the Service Agreement and legal acts of the Republic of Latvia. In cases where the Cardholder and the Customer (an individual) is not one and the same person, the Cardholder is not a party to this Service Agreement, hence the Bank shall not be responsible for claims or suits of the Cardholder.
10. **LIMITATIONS TO OPERATION OF THE SERVICE AGREEMENT, INCLUDING REVISION AND TERMINATION OF THE TERMS OF SERVICE RENDERED UNDER THE SERVICE AGREEMENT**
    - 10.1. The Bank shall be entitled unilaterally without a notice to the Customer:
      - 10.1.1. to abstain from debiting or crediting the Account, and/or to suspend (to block) operation of the Card or all Cards attached to the Account, in cases where the Bank suspects that the Card may be used for laundering of proceeds derived from criminal activities or for other unlawful activities;
      - 10.1.2. to suspend (to block) operation of the Card and/or all Cards attached to the Account in cases where the Customer/the Cardholder fails to comply with the Service Agreement, and to resume operation of the Card/the Cards after the stated infringements are eliminated;
      - 10.1.3. to suspend (to block) an access to the Credit Limit until an embarrassment is removed in case where the Bank has received competent authority or person adjudication about Customer's funds embarrassment and the Bank shall not comply an adjudication from the Credit Limit funds;
      - 10.1.4. to block funds existent or further transferred to the Account in case where the Bank grounding on any of the circumstances specified in paragraph 10.2 of the Terms of Service has used its rights to stop the Credit Limit and has demanded the Customer to repay the Credit. The Parties agree that the funds blocked on the Account constituting the sum of the Customer's debt to the Bank are considered to be a financial security for the fulfillment of the Customer's liabilities arising from the Service Agreement.
    - 10.2. The Bank shall be entitled unilaterally, by a written notice to the Customer to decrease or cancel the Credit Limit, to request that a Safety Deposit should be made or the current Safety Deposit should be increased, to set a higher Minimum Credit Amount or to request that the Customer should repay the outstanding Credit ahead of the term stated in these Terms of Service, in case of occurrence of any of the following circumstances:
      - 10.2.1. the Customer whose Account is credited with the salary and/or similar payments under the agreement between the Bank and the Customer's employer, terminates labour relations with the employer, or the agreement between the Bank and the employer is terminated;
      - 10.2.2. the Bank has information about considerable aggravation of the Customer's financial situation;
      - 10.2.3. the Customer/the Cardholder has committed infringements of this Service Agreement, including failure to fulfill the obligation pursuant to paragraph 6.2.3 of these Terms of Service above – to credit his/its Account with the Minimum Credit Amount at least once in three months;
      - 10.2.4. the term of the Safety Deposit fails to be extended pursuant to the provisions of these Terms of Service;
      - 10.2.5. other agreement on crediting/leasing concluded between the Bank and the Customer is terminated by the Bank on its own initiative;
      - 10.2.6. the third person's claim has been made to the Customer's property including Customer's funds deposited in the Bank.
    - 10.3. The Bank shall be entitled to unilaterally amend the Pricelist and the Terms of Service, and the Customer may receive information thereof at the Customer Service Centers of the Bank or by calling to the Information Service of the Bank. The Bank shall inform the Customer on the amendments having important consequences or not being favourable for the Customer by placing information in the Bank's web-page in the Internet or at the Customer Service Centers of the Bank. In case the Customer does not accept the amendments made by the Bank, he/she/it shall be entitled to deviate from the Service Agreement by effecting all payments in accordance with the Service Agreement.
  11. **VALIDITY AND TERMINATION OF THE SERVICE AGREEMENT**
    - 11.1. The Service Agreement is concluded for an indefinite period of time. Validity of the Card shall not be considered as validity of the Service Agreement.
    - 11.2. In cases where the Customer is an individual (a consumer) and the Application for receiving the Service has been submitted using the service of Account distant management (for example, Parex Internetbank):
      - 11.2.1. With its signature in the Application for receiving the Service the Customer acknowledges that the Bank has provided and the Customer has acquainted himself with the information stated in the legal acts of the Republic of Latvia related to the distance agreements, i.e., agreements concluded using the services of account distant management, including information about the Bank as the provider of a service, procedures of the execution of a service.
      - 11.2.2. The Customer shall be entitled to withdraw from the Service Agreement unilaterally within 14 (fourteen) calendar days after the same has been concluded, sending a notification to the Bank using the respective service of account distant management, or submitting a respective notice at any of the Bank's customer service centers.
      - 11.2.3. In cases where the Customer has submitted such notice of the unilateral withdrawal from the Agreement pursuant to paragraph 11.2.2 of the Terms above:
        - 11.2.3.1. the Customer shall submit all Cards received according to the Service Agreement to the Bank, shall repay the Credit used to the Bank, shall pay Credit Interest, as well as shall make other outstanding payments pursuant to the Service Agreement as of the moment of withdrawal from the Service Agreement within 30 (thirty) calendar days after the notice is submitted;
        - 11.2.3.2. after the Customer's notice of the withdrawal from the Service Agreement is received, the Bank shall stop operation of all Cards attached to the Account;
        - 11.2.3.3. the Bank shall refund to the Client 11/12 from the annual charge for the Card paid by the Customer after the Customer has fulfilled the provisions pursuant to paragraph 11.2.3.1 of these Terms of Service above. The monthly charge for the Card use shall not be refunded to the Customer.
    - 11.3. The Customer shall be entitled to request that operation of the Cards attached to his/its Account should be stopped and to terminate the Service Agreement unilaterally on his/its own initiative, excluding the case pursuant to the paragraph 11.2 of these Terms of Service above, by submitting a respective application and retaining all Cards received pursuant to this Service Agreement to the Bank. The Bank shall stop operation of all Cards attached to the Account in 7 (seven) calendar days after the Customer's application is received.
    - 11.4. The Bank shall be entitled to stop operation of all Cards attached to the Account and to terminate the Agreement unilaterally on its own initiative:
      - 11.4.1. without an earlier notice to the Customer, informing the Customer in writing, in cases where:
        - 11.4.1.1. the Customer fails to fulfill his/its liabilities against the Bank;
        - 11.4.1.2. the Customer/the Cardholder fails to comply with this Service Agreement;
        - 11.4.1.3. the term of the Safety Deposit is not extended due to any reasons;
        - 11.4.1.4. the Customer/the Cardholder has not executed any transactions in his/its Account for more than 3 (three) last months running and the Account balance is equal to zero or debit (negative);
        - 11.4.1.5. the Account is closed;
        - 11.4.1.6. the Bank terminates issue of cards of the respective type;
        - 11.4.1.7. in case where the Customer has provided false information or documents to the Bank.
      - 11.4.2. in cases where the Bank has notified the Customer accordingly in writing 7 (seven) calendar days in advance. The Bank shall be entitled not to give its reasons.
    - 11.5. In cases where the Bank exercises its right pursuant to paragraph 11.4 of these Terms of Service above, the same shall stop operation of all Cards attached to the Account immediately.
    - 11.6. In all cases of termination of the Service Agreement the Customer shall repay the outstanding Credit amount.
    - 11.7. The Customer shall be responsible for Transactions executed with the Cards attached to his/its Account for 40 (forty) calendar days after the same are blocked.
    - 11.8. The Customer may receive his/its Safety Deposit and its interest in 40 (forty) calendar days after the Cards attached to his/its Account are blocked and the outstanding Credit amount is repaid, and in the case pursuant to paragraph 11.2. of the Terms of Service above – within 30 (thirty) calendar days after the Bank receives the Customer's notice of withdrawal from the Service Agreement, provided the Customer has repaid the outstanding Credit amount to the Bank in full. In cases where the Customer fails to repay the outstanding Credit amount, the Bank shall be entitled to use the Safety Deposit and accrued interest for such repayment.
    - 11.9. The Bank shall retain the documents of the Customer/the Cardholder related to the Service Agreement. The Bank shall not refund the annual charge for the Card paid by the Customer, because it is impossible to divide the same into parts or to state such charge for shorter periods, even where the Card has not been used for a full year, except in the case pursuant to paragraph 11.2 of the Terms of Service above.
    - 11.10. Termination of the Service Agreement due to any reasons does not release the Customer from his/its obligation to pay all charges due to the Bank, to cover losses sustained, as well as to satisfy all claims under the Service Agreement that are outstanding as of the moment of such termination thereof.
  12. **RESOLUTION OF DISPUTES.**
    - 12.1. Any disagreement, claim or dispute between the Customer and the Bank ensuing from the Service Agreement, concerning the same or infringement, termination or invalidity thereof shall be tried finally by Riga International Arbitration Court, Riga, pursuant to the current laws of the Republic of Latvia and the regulations of such Arbitration Court consisting of one arbitrator, in the Latvian language on the basis of the documents submitted. In cases where the Customer is a natural person, all disagreements between the Parties, at the plaintiff's discretion, may be tried by the court of the Republic of Latvia according to jurisdiction. In cases where the Customer is a legal person that cannot act as a party to the arbitration agreement under the current laws, disagreements between the Customer and the Bank shall be tried by the court of the Republic of Latvia according to jurisdiction.

## TERMS OF OPENING AND MAINTENANCE OF A CURRENT ACCOUNT

### TERMS USED:

**Bank** – SC "Parex Bank".

**Application** – the application for opening and maintenance of the Account pursuant to the proforma stated by the Bank, to be filled in by the Customer.

**Account** – the Customer's current account with the Bank.

**Account Statement** – a document where funds movement in the Account is reflected over a specific period of time and which states the funds balance in the Account at the beginning and at the end of such period.

**Account Currency** – one of the currencies the Bank states exchange rate for.

**Services of Remote Account Management** – the Bank's services by whose means the Customer may manage its accounts opened with the Bank without coming to the Bank in person (Parex Internetbanka, DIGI: FIRMA, fax settlements, etc.).

**Agreement** – the arrangement between the Bank and the Customer for opening and maintenance of the Account, the Application and these Terms being integral parts thereof.

**Monocurrency Account** – the Account type, upon choosing which the Customer may only keep his/its funds in the Account and make all transactions for increase (incoming) and decrease (outgoing) of the Account balance in the Account Currency.

**Multicurrency Account** – the Account type, upon choosing which the Customer need not set the Account Currency, because all incoming funds are credited and kept in the Account in the currency stated in the payment document, provided the Bank states exchange rate for such currency.

**Terms** – these Terms of the Opening and Maintenance of a Current Account.

**Parties** – the Bank and the Customer taken together.

**Order** – the Customer's instruction to the Bank for making a bank transaction with funds available in the Account, and application or document of another type for conclusion of a transaction or receiving the Bank's service, made and signed by the Customer accordingly.

### 1. GENERAL PROVISIONS

- 1.1. The Customer's signature in his/its Application certifies that he has studied the Terms in full, understands and agrees to and undertakes to comply with the same.
- 1.2. In cases where the person signing the Application on behalf of the Customer is not authorised to represent the Customer, the signatory proper undertakes all the Customer's liabilities under the Agreement as an individual.
- 1.3. Signing the Application, the Customer represents that:
  - 1.3.1. the Customer's activities are and will be lawful, and the same are not and will not be related to laundering of proceeds derived from criminal/unlawful activities;
  - 1.3.2. will ensure that the source of funds paid in/credited to the Customer's Account should be lawful.
- 1.4. The Agreement shall be considered concluded from the moment of the Bank opening the Account for the Customer.

### 2. RIGHTS AND OBLIGATIONS OF THE CUSTOMER

- 2.1. Opening the Account and using the same, the Customer shall be obliged to submit/present all documents requested by the Bank. The Customer shall be responsible against the Bank for authenticity and completeness of such data.
- 2.2. The Customer shall be obliged to notify the Bank of any changes in the data and/or documents submitted by the Customer to the Bank before opening his/its Account or over the validity of this Agreement immediately. In cases where the data fails to be submitted in time, or incorrect or incomplete data is supplied the Customer shall reimburse the Bank for all losses sustained thereby as a result of failure to fulfill this provision.
- 2.3. The Customer shall submit Orders to the Bank in person or by using Services of Remote Account Management. The Multicurrency Account shall be credited in the currency stated in the payment document, provided the Bank has stated the exchange rate for such currency, and unless the Customer has given different instructions.
- 2.4. The Customer understands and agrees that the Bank uses the services of third persons, including those of correspondent banks, in execution of funds transfers or other bank transactions to the Customer's order. In this case the Bank shall not be responsible for execution of the Customer's order where the same has failed or has been delayed through the fault or inadvertence of third persons.

### 3. RIGHTS AND OBLIGATIONS OF THE BANK

- 3.1. The Bank shall consider the Customer's Application for opening an Account within 10 (ten) working days upon its receipt at the Bank.
- 3.2. In cases where a positive decision is passed, the Bank shall open the Account – a Multicurrency or a Monocurrency Account for the Customer and maintain the same pursuant to instructions given by the Customer and provisions of this Agreement. In cases where a negative decision is passed the Bank shall notify the Customer accordingly, without stating reasons of the refusal.
- 3.3. The Bank shall be entitled to credit the Account with any funds transfers or cash payments.
- 3.4. The Bank shall be entitled to credit the Customer's Account with a payment pursuant to the Account number stated in such payment only. The Bank shall be entitled not to credit the Account with funds in cases of justified doubts concerning conformity of the Account's requisites in the payment. The Monocurrency Account shall only be credited with the Account Currency such Account is opened in. In cases where the payment currency differs from that of the Monocurrency Account, the Bank shall exchange the payment amount into the currency of the Monocurrency Account without the Customer's acceptance at the exchange rate stated by the Bank at the moment of the payment execution. The Multicurrency Account shall be credited in the currency stated in the payment document, provided the Bank has stated the exchange rate for such currency, and unless the Customer has given different instructions.
- 3.5. The Bank shall debit the Account with funds requested by the Customer (pay out in cash, transfer, render other financial services, included those related to use of payment cards) pursuant to the Customer's Order within the balance of funds available in such Account, according to instructions given by the Customer in his/its Order.
- 3.6. The Customer authorises the Bank to debit his/its Account without the Customer's Order in the following cases:
  - 3.6.1. in cases and according to procedures pursuant to legal and standard acts of the Republic of Latvia;
  - 3.6.2. for the services rendered by the Bank;
  - 3.6.3. in cases where the Account has been credited by error or due to lack of other legal grounds;
  - 3.6.4. as set-off against the Bank's claims against the Customer.
- 3.7. The Bank shall be entitled to refuse to execute any Order of the Customer in cases where the Customer infringes/fails to fulfil/fulfils inappropriately his/its obligations under the Terms.
- 3.8. The Bank shall be obliged to identify the Customer before execution of each Order of the Customer. The Bank shall identify the Customer and/or compare the signature affixed in the Order with the Customer's specimen signature given in his/its specimen signature card visually. In cases where the Customer has given his/its Order using the Services of Remote Account Management, the Customer shall be identified pursuant to requirements of the agreement/the terms regulating procedures of rendering the respective Service of Remote Account Management.
- 3.9. The Bank shall not be responsible for debiting the Customer's Account pursuant to a forged/unlawfully made and submitted Order, provided the signature affixed in such Order conforms to the Customer's specimen signature given in his/its specimen signature card visually, or in cases where the Order has been received using the Services of Remote Account Management and the Bank has identified the Customer correctly pursuant to requirements of the agreement/the terms regulating procedures of rendering the respective Service of Remote Account Management.
- 3.10. At the Customer's request the Bank shall issue/send his/its Account Statement or other information on the Account condition thereto.
- 3.11. The Bank shall keep information on the Customer and his/its Account confidential. Such information on the Customer and his/its Account may only be disclosed to third persons without the Customer's consent in cases and according to procedures pursuant to legal and standard acts of the Republic of Latvia.
- 3.12. The Customer shall submit Orders to the Bank in person or by using Services of Remote Account Management. The Multicurrency Account shall be credited in the currency stated in the payment document, provided the Bank has stated the exchange rate for such currency, and unless the Customer has given different instructions.

### 4. SETTLEMENTS

- 4.1. The Customer shall charges to the Bank for opening, maintenance of his/its account and other services rendered by the Bank pursuant to the Bank's current Terms and Conditions as of the moment of rendering the respective service.
- 4.2. The Bank shall be entitled to set a respective charge for the services not stated in Bank's Terms and Conditions that the Bank had to render in order to execute the Customer's Order, unilaterally, unless agreed otherwise with the Customer.

### 5. VALIDITY, TERMINATION OF THE AGREEMENT

- 5.1. The Agreement is concluded for an indefinite period of time.
- 5.2. The Bank shall be entitled to close the Account in the following cases:
  - 5.2.1. at the Customer's request – within 10 (ten) working days of the Bank from the day of receipt of the Customer's application for closing his/its Account by the Bank;
  - 5.2.2. unilaterally, sending of 10 (ten) working days of the Bank a notice to the Customer in cases where the Customer fails to fulfill or to fulfill his/its liabilities against the Bank appropriately; unilaterally, without a notice to the Customer:
    - 5.2.3.1. in cases where the Customer has submitted incorrect information or documents to the Bank;
    - 5.2.3.2. in cases where the Customer has not executed bank transactions in his/its Account for more than 12 months, and the Account balance is equal to 0 (zero) or negative;
    - 5.2.3.3. in case the Bank suspects that the Customer or funds available in is/its Account are related to laundering of proceeds derived from criminal activities or terrorism, or funds available in is/its Account are unlawful.
- 5.3. Closing the Account, the Bank shall proceed as follows:
  - 5.3.1. debit the Account with funds due to the Bank before closing the Account in cases and according to procedures pursuant to paragraph 3.6 of the Terms above;
  - 5.3.2. upon compliance with the provision pursuant to paragraph 5.3.1. above, pay out the balance amount to the Customer or transfer the same to the account stated thereby, and in cases where the Customer has given no instructions to the Bank concerning payment of such balance amount, the Bank shall ensure its safe custody and payment to the Customer within the term and according to procedures pursuant to legal acts of the Republic of Latvia;
  - 5.3.3. retain the Customer's documents submitted to the Bank when opening the Account and using the same.
- 5.4. The Agreement shall be terminated after liabilities established by use of the Account have been terminated and the Customer has made all payments ensuing from such liabilities to the Bank.
- 5.5. In the case pursuant to paragraph 5.2.1 of the Terms the Bank shall be entitled not to close the Account and not to terminate the Agreement in cases where the Account is related to another service of the Bank rendered to the Customer.

### 6. OTHER PROVISIONS

- 6.1. All notices and other information of the Bank to the Customer shall be sent to the Customer's address stated in the Application or supplied subsequently in writing and/or to other details (e-mail address, telephone, etc.). The Customer agrees that the Bank shall send to the Customer information on the Bank's services, as well as on the goods and services of third persons.
- 6.2. Legal relations between the Parties shall be regulated by agreements concluded between the Parties, other terms of the Bank that regulate use of Accounts/payments, the Bank's General Terms of Business and the Law of the Republic of Latvia as far as not stipulated by this Agreement.
- 6.3. The Parties shall be responsible for failure to fulfill or to fulfill appropriately their liabilities under this Agreement according to procedures and to the amount pursuant to this Agreement and legal acts of the Republic of Latvia.
- 6.4. The Parties shall not be responsible for losses related to force majeure.
- 6.5. The Customer (the individual) represents and agrees that the Bank shall be entitled to process his personal data, including requesting and receiving the Customer's personal data from an internet provider and databases established according to procedures pursuant to the Law, if the Bank deems it necessary in order to establish legal relations between the Customer and the Bank or to ensure fulfillment of liabilities.
- 6.6. Any dispute, disagreement or claim ensuing from this Agreement, concerning the same or infringement, termination or invalidity thereof shall be tried by Riga International Arbitration Court, Riga, pursuant to the current Law of the Republic of Latvia and the rules and regulations of such Arbitration Court consisting of one arbitrator, in the Latvian language on the basis of the documents submitted. In cases where the Customer is an individual, all disagreements between the Parties may be tried by the court of the Republic of Latvia according to jurisdiction at the plaintiff's discretion. In cases where the Customer is a corporate person that cannot act as a party to the arbitration agreement under the current Law, disagreements between the Customer and the Bank shall be tried by the court of the Republic of Latvia according to jurisdiction.
- 6.7. The Customer shall be entitled to appeal to the Ombud of the Association of Latvian Commercial Banks pursuant to "The Procedures Trial of Claims of Customers of Credit Institutions by the Ombud of the Association of Latvian Commercial Banks (the Regulations)" approved by Resolution No 71/1 of the Council of the Association of Latvian Commercial Banks, of the text thereof being accessible to the Customer at the Bank or the Association of Latvian Commercial Banks <http://www.bankasoci.lv/skinejtjesa/ombuds/reglaments/index2.php>.

Customer's name ..... Customer's signature ..... Cardholder's signature ..... Date .....