



**1. Definitions**

**Available credit limit** – an amount of money that the Bank allows the Customer to withdraw as a credit line in excess of Customer's own funds on the account, for which the Bank charges appropriate interest.

**Available credit limit interest** – interest that the Customer pays for the use of the Available credit limit.

**Available credit limit interest rate** – the fixed rate stated in the Bank's Price List according to which the Customer shall pay interest for using the Available credit limit.

**Total costs of Available credit limit** – the total amount of Customer's payments in favour of the Bank which includes the repayment of the calculated interest on the Available credit limit and commission charges (if any such are fixed in the Price List).

**Available credit limit annual interest rate** – total costs of the Available credit limit, expressed as annual percentage of the Available credit limit according to the legislative acts of the Republic of Latvia.

**Period of use of the Available credit limit** – period during which the Customer may use the Available credit limit.

**Statement** – a Card Account statement that is issued or delivered by the Bank to the Customer on a monthly basis and that shows Transactions performed on the Card Account.

**Price List** – the Consolidated Price List approved by the Bank that specifies consideration (commission fee, remuneration in percentage of a certain amount, etc.), which the Customer has to pay to the Bank for rendered services.

**Transaction** – an act committed with the aim to pay for Merchant's goods/services, withdraw cash from the Card Account via ATM (ATM – a device intended for dispensing of cash and receiving of separate services by using a Card) or to receive cash in any other manner, as well as to transfer and convert money.

**Transaction limit** – maximum limit of Transaction (-s) amount/number in the respective time period that is either specified in Bank's the Price List or agreed between the Bank and the Customer.

**To debit** – to decrease the Card account balance.

**Card Account** – Customer's account with the Bank which is associated with the Card(s) and which serves to pay for Transactions and execution of other banking operations in accordance with the Agreement and other Bank's regulations, decisions, orders and instructions and applicable regulatory enactments of the Republic of Latvia.

**Card Account balance** – available total balance of Customer's own funds and Available credit limit granted by the Bank (if any such is granted).

**Cardholder** – a natural person to whom according to a Customer's application the Bank issues a Card with this person's name on the Card.

**To credit** – to increase the Card Account balance.

**Collateral** – a term deposit (in the Pricelist – security deposit) established by the agreement, frozen funds in the Customer's account, a guarantee or a pledge that ensures Bank's claims to the Customer in the event of Customer's default on his/her obligations under the provisions of this Agreement.

**Unauthorized payment** – an improperly or erroneously executed payment; or a payment that is not permitted.

**PIN code** – identification number, combination of digits known only to the Cardholder, which the Bank issues in non-transparent envelope together with the Card and which the Cardholder uses as an electronic signature to confirm his/her Transactions.

**Party/Parties** – the Bank and the Customer severally or jointly.

**Payment service** – the issue, receipt and servicing of a payment instrument (payment card).

**MasterCard® SecureCode™** – a service which within the framework of the SecureCode program, introduced by MasterCard, provides an extra security layer to Cardholders for online shopping from the internet merchants, participants of the system, using a payment card issued to the Customer by the Bank.

**SecureCode** – a password which a Customer/Cardholder generates /restores in the Internetbank Trast.Net or which is generated together with a Bank Card and used to validate online purchases.

**SMS Info** – TKB service which by means of short messages (SMS) and in accordance with Customer's choice provides an opportunity to receive information on the mobile phone about Customer's authorized payment card transactions, and, on Customer's request, the list of last 5 authorized Transactions and available payment card account balance.

**Stop-list** – a list on which invalid Cards are placed (cards reported as stolen or lost, including the Cards placed on the list according to Bank's decisions, orders, etc.).

**Merchant** – a company or trading place that accepts the Card as a payment facility.

**Trast.Net** – the Internet system of the Bank (Internet bank) where the Customer may perform all kinds of payment operations, apply for new services, send information to the Bank and receive information from the Bank.

**2. General Provisions**

- 2.1. The Bank shall issue and service the Cards in accordance with the Agreement, Price List, norms of international credit card organizations, the General Transaction and Account Servicing Regulations of the Bank, other Bank's regulations, decisions, orders and instructions, and applicable regulatory enactments of the Republic of Latvia.
- 2.2. The Card is Bank's property that the Bank issues to the Customer/Cardholder for his/her personal use. The Card may be used only by the person whose name and surname are indicated on the Card.
- 2.3. Commission charges and any other fees for services in relation to Card Account opening, issue of Cards and/or servicing of Cards shall be paid by the Customer in accordance with the Price List and other the Bank's regulations, decisions, orders and instructions.
- 2.4. The Card may be used for Transactions only at merchants that accept the Card.
- 2.5. The expiry date of the Card is indicated on the Card. The Card is valid until the last day of the indicated month (including).
- 2.6. The PIN code and SecureCode of the Card are considered to be the Cardholder's personal signature which validate and confirm the Transactions and which impose on the Customer/Cardholder obligations according to the Civil Law of the Republic of Latvia and provisions of the signed Agreement.
- 2.7. If the PIN code or Card is lost, the Bank shall issue a new card to the Customer, withholding a respective commission fee.
- 2.8. The Customer/Cardholder may change or restore a SecureCode in the Internet bank Trast.Net as often as the Customer/Cardholder wishes.
- 2.9. The Bank/Merchant/Acquiring Bank shall have the right to suspend the Card in the event a PIN code has been entered incorrectly three (3) times in a row, and not to return to the Cardholder the Cards suspended by ATMs.
- 2.10. The Customer shall be responsible for destroying or returning to the Bank all Cards issued to the Customer based on the Agreement within seven (7) days after they have expired.
- 2.11. Upon expiry of the Card, provided that the Customer or Cardholder have not breached any provisions of the Agreement and Customer have not submitted to the Bank a request not to renew the Card at least 30 (thirty) days before the Card expiration, the Bank shall have the right to produce automatically and issue to the Customer/Cardholder new Cards with new expiry dates.
- 2.12. The Bank shall have the right to abrogate and destroy the Card, if the Customer fails to collect the Card within three (3) months after the inception date of the Card. To receive a new Card, the Customer shall make a new Agreement with the Bank on issue and use of payment cards.
- 2.13. The Available credit limit shall be assigned after the Customer has submitted to the Bank signed «European Consumer Credit Information on Overdraft Credit» The «European Consumer Credit Information on Overdraft Credit» shall be prepared by the Bank and offered to the Customer for the amount which the Bank is ready to grant as Available credit limit, and for the period as of the date of Bank's decision on granting the Available credit limit until the expiry date of the Card be issued or already been issued.
- 2.14. The period of use of the Available credit limit is not fixed. The Bank shall the right to request at any time the Customer to repay the Available credit limit in full.
- 2.15. The Bank shall calculate the annual interest rate of the Available credit limit and Total costs of Available credit limit by using the following assumptions:
  - 2.15.1. the interest rate of the Available credit limit shall remain unchanged (i.e., shall stay the same as indicated in the Price List on the day of signing this Agreement) and shall be applied during the entire validity period of the Card;
  - 2.15.2. repayment of the Available credit limit amount shall be made at the end of the Card validity period;
  - 2.15.3. the Available credit limit amount will be withdrawn (issued to the Customer) in full on the day of granting the Available credit limit;
  - 2.15.4. the commission fees applied by the Bank shall remain unchanged (i.e., shall stay the same as indicated in the Price List on the day of signing this Agreement) during the entire validity period of the Card.
- 2.16. The Bank shall send all notices and other correspondence to the Customer via the Internet bank Trast.Net or by registered mail to the address specified in this Agreement. If the correspondence is sent to the Customer by registered mail, it shall be considered received on the fifth day after its handing over for dispatch. The Customer shall notify the Bank in writing or via the Internet bank Trast.Net of any change in the address not later than within two (2) working days after such address change. Through the Internet bank Trast.Net the Customer can request and receive information at any time of the day about the amount of his/her Available credit limit on the Card Account and its withdrawal dates and amounts, Transaction dates and amounts, interest rate applied to the Available credit limit and applied costs. The information about the opening and closing balance of the account for the period of Statement can be found in the monthly Statement of the Card Account, which the Bank prepares in accordance with Clause 5.4.

\_\_\_\_\_  
(Customer's name, surname, signature)

20

\_\_\_\_\_  
(Bank representative's name, surname, signature)

\_\_\_\_\_  
(Bank representative's name, surname, signature)

20

Stamp

\_\_\_\_\_  
(Bank employee's name, surname, position, and signature)

- 2.17. The Bank and the Customer may agree on the Transaction limit, except for occasions when the Transaction limit is fixed according to the legal provisions regulating activities of the Bank.
  - 2.18. Any data that the Customer/Cardholder has provided to the Bank in order to receive a Payment service shall be kept at the Bank and are deemed confidential. The data shall be disclosed to card organizations for servicing payment cards and for enhancement of the Transaction security level, as well as in other cases contemplated in regulatory enactments of the Republic of Latvia.
  - 2.19. The Bank shall not be held responsible for a refusal of a third party to accept the Card. The Bank shall not be responsible for the quality of goods and services purchased using the Card. The Bank shall not be responsible if any technical problems experienced by ATM, POS-terminals or other card reading devices, or any restrictions/limits established by a third party affect interests of the Customer/Cardholder or cause any loss.
- 3. Rights and Obligations of the Customer**
- 3.1. The Customer shall be fully responsible for fulfillment of obligations under the Agreement. The Customer undertakes to familiarize Cardholders with this Agreement. The Customer shall be materially responsible for all Transactions on the Card Account performed by the Cardholder, as well as for any ensuing losses which may be possibly incurred by the Bank or by third parties due to Transactions of Cardholders or due to their failure to comply with the Agreement.
  - 3.2. In the event the Customer fails to fulfill his/her obligations, the Cardholder assumes joint responsibility for Customer's failure to fulfill obligations under the Agreement. Such Cardholder's several and joint responsibility with the Customer shall apply to the Transactions performed using a Card issued for use to the Cardholder.
  - 3.3. The Customer undertakes to pay the annual Card fee according to the Price List by effecting the payment every year not later than the last day of the month when the Card was made. The annual Card fee may be divided into several installments and paid for shorter periods.
  - 3.4. By signing this Agreement, the Customer certifies that:
    - 3.4.1. the source of the funds on the Card Account is legitimate/legal;
    - 3.4.2. the Customer and the Cardholder will not use Bank's services to attain illicit aims, including money-laundering;
    - 3.4.3. the Cardholder will not use the Card, if the Bank declares the Card null and void. In the event the Cardholder continues to use any such cancelled Card, the Customer shall bear full material responsibility for payments made by the invalid Card and for any possible losses that the Bank or third parties may possibly incur due to the use of the invalid Card.
  - 3.5. In the event the Card has been lost or stolen, or its PIN code has become known to a third party, upon Customer's written application the Bank shall produce and issue a new Card. The Customer shall provide the Bank or its authorized representative with all the necessary information in order to investigate the Card loss or theft.
  - 3.6. The Bank is authorized to issue every Card with an automatically generated SecureCode that is not disclosed to the Customer / Cardholder, and in such event the Customer before using the Card for online shopping must restore (change) the Bank's generated SecureCode. The SecureCode shall be restored every time when the Bank issues a new Card to the Customer. A SecureCode shall be restored in the Internet bank Trast.Net. If the Customer becomes aware that his/her SecureCode is known to any unauthorized person, he/she shall have to change the SecureCode password in the Internet bank Trast.Net immediately. If the Bank has information that the Card has been illicitly used with the Customer's consent the Customer shall be liable for all losses incurred by the Bank.
  - 3.7. After a Card considered as lost or stolen is found, the Customer shall immediately inform the Bank thereof and deliver the Card to the Bank.
  - 3.8. The Customer has the right to receive information about the provisions of the Agreement in the procedure provided for in the legislative acts of the Republic of Latvia.
  - 3.9. It shall be Customer's obligation at least once a month to check the Transactions in the Card Account either against a respective monthly Account Statement issued by the Bank or by checking the Transactions in the Internet bank Trast.Net.
- 4. Obligations of the Cardholder**
- 4.1. To sign the Card forthwith upon its receipt.
  - 4.2. To keep the Card safe, preventing the Card or the Card number from coming into possession of a third party. To protect the Card from high temperatures, electromagnetic field and mechanical damages.
  - 4.3. Not to disclose the PIN code and SecureCode to a third party, not to write the PIN code and SecureCode on the Card, and to keep them separately from the Card.
  - 4.4. To notify the Bank immediately of the loss or theft of the Card, of unauthorized payments by using the Card, and of any occasion when the Customer has a suspicion that his/her PIN code has become known to a third party. If a suspicion arises that a third party has become aware of the SecureCode, change the SecureCode password in the Internet bank Trast.Net immediately.
  - 4.5. Not to exceed the Transaction Limit.
  - 4.6. Not to use the Card after its expiration as well as in cases where the Card's validity has been terminated or suspended for whatever reason.
  - 4.7. When performing a Transaction, to validate it with the PIN code or the signature. When confirming a Transaction with his/her signature, the Cardholder, at the request of the Bank employee, shall present a personal identity document. When shopping on the Internet, the Cardholder shall be obliged to enter the SecureCode password every time, if it is required according to the provisions of this Agreement. Once the Transaction is validated with the PIN code of the Card or the SecureCode it cannot be cancelled.
  - 4.8. To sign the invoice evidencing the Transaction or to validate the Transaction with the PIN code/ SecureCode only if the invoice shows the amount of the Transaction.
  - 4.9. Not to sign the documents evidencing the Transaction or not to validate the transaction with the PIN code/ SecureCode, if there is a discrepancy between the amount shown on the document/screen of POS-terminal/Internet purchase confirmation screen and the actual amount of the Transaction, or if the document is not completely filled in.
    - 4.9.1. If the Cardholder withdraws cash through ATM or makes a payment at the card acceptance location with PIN code verification, the PIN code serves as a replacement for the Cardholder's signature.
    - 4.9.2. The signature of a Cardholder using the SecureCode option for online Transactions shall be replaced with the SecureCode password.
  - 4.10. To store the documents evidencing Transactions for at least six (6) months.
  - 4.11. Upon request of the Bank, to return the Card to the Bank without undue delay.
  - 4.12. It shall be Cardholder's obligation at least once a month to verify the Transactions performed in the Card Account either against a respective monthly Account Statement issued by the Bank or by checking the transactions in the Internet bank Trast.Net.
  - 4.13. If the Card is lost or stolen, or the PIN code has become known to a third party, or an Unauthorized Payment made with the Card is stated, the Customer or Cardholder must immediately notify First Data Latvia Ltd located at 37 Dzirnavu Street, Riga (Dzirnavu iela 37, Riga LV-1010, Latvija), tel.+371-67092555, fax +371-67092567, or TRASTA KOMERCBANKA, JSC at 9 Miesnieku Street, Riga, LV-1050, Latvia (Miesnieku iela 9, Riga LV-1050, Latvija), tel.+371-67027777, fax +371-67027700. After a verbal notification, to confirm this fact in writing at the Bank or through the Internet bank Trast.Net in the shortest possible time.
- 5. Rights and Obligations of the Bank**
- 5.1. The Bank shall make a decision about the issue of a Card within five (5) working days after obtaining a completed and signed Agreement Form. The Bank shall have the right not to provide any comments if it makes a negative decision. The Card shall be issued to the Customer within seven (7) working days after the day when the Bank made a decision on the issue of the Card.
  - 5.2. Upon issuing a Card, the Bank shall undertake to open the Card Account and provide servicing thereof in accordance with the Agreement, other Bank's regulations, decisions, orders and instructions, and relevant applicable regulatory enactments of the Republic of Latvia.
  - 5.3. The Bank shall Credit the Card Account according to the payments (including payments made by third parties) made to the Card Account. Such payments to the Card Account must be made in the Card Account currency specified in Part I hereof. If the Card Account is credited with an amount in the currency other than the Card Account currency specified in Part I hereof, the Bank shall have the right to convert the credited amount into the Card Account currency at the Bank's exchange rate effective on the relevant day.
  - 5.4. The Bank shall issue or deliver to the Customer an Account Statement before the fifth (5) date of each month for the previous settlement period as specified in Part I hereof. The Customer may receive information mentioned in this Clause in a paper format, submitting a written application to the Bank.
  - 5.5. The Customer agrees that the Bank will use services of third parties to ensure the Card/Card Account servicing (including execution of Customer's payment orders). In doing so, the Bank shall not be held liable for losses and inconvenience suffered by the Customer as a result of third parties' performance or omission.
  - 5.6. The Bank shall be entitled to recover unilaterally, without prior notification of the Customer, the Customer's debt to the Bank by debiting any account of the Customer held with the Bank, if the amount available on the Card Account appears to be insufficient.

\_\_\_\_\_  
(Customer's name, surname, signature)

\_\_\_\_\_  
20

\_\_\_\_\_  
(Bank employee's name, surname, position, and signature)

\_\_\_\_\_  
(Bank representative's name, surname, signature)

\_\_\_\_\_  
(Bank representative's name, surname, signature)

\_\_\_\_\_  
20

Stamp

- 5.7. The Bank shall have the right to change the Available credit limit or any other provisions of the Agreement, having given prior notification thereof to the Customer, in the event the Customer/Cardholder has not properly met his/her obligations under the Agreement or requirements of the Bank and/or the value of the Customer's Collateral has decreased. In the event the Customer fails to take additional measures to meet the Bank's requirements within the time period set by the Bank and/or to provide additional Collateral, the Bank shall have the right to suspend the Card and the Parties shall act pursuant to the provisions of Section 11 of this Agreement.
  - 5.8. The Bank shall have the right unilaterally, without prior notice of the Customer, to amend the Price list, Agreement and Terms of Use of Card. Such amendments which are related to already signed Agreements shall enter into force on the date set by a decision of the Bank Board, but not earlier than on the date when the relevant information is posted prominently at the Bank's premises, and at the Bank's Internet page - website www.tkb.eu. If the Customer has not submitted an application to terminate the Agreement within 2 (two) months from the date when the Bank has notified the Customer of the said changes according to the procedure prescribed herein, it shall be deemed that the Customer agrees to such changes.
  - 5.9. The Bank shall have the right to provide other banks with information about the persons that have not properly performed this Agreement in situations and according to the procedure specified by law.
  - 5.10. The Bank shall have the right to disclose data about the Customer or Cardholder to the credit card service organization, if such disclosure is necessary in order to comply with the Card Service Regulations and enhance the level of security of Card Transactions.
  - 5.11. The Bank shall have the right to unilaterally, without giving prior notice to the Customer, to prohibit using of the Card in separate countries or at certain Merchants.
  - 5.12. The Bank shall have the right to suspend the operation of the Card:
    - 5.12.1. If an insolvency procedure has been initiated against the Customer. The operation of the Customer's Card shall be suspended until the insolvency procedure case is resolved;
    - 5.12.2. If information is received from the international credit card organization about possibly compromised data of the Customer's Card. The Bank shall inform the Customer forthwith of the suspension of the operation of the Card;
    - 5.12.3. If the risk of not being able to meet the payment obligations under the Agreement has considerably increased;
    - 5.12.4. The Card has been reported as lost or stolen;
    - 5.12.5. The Bank has a suspicion that the Card has been forged.
  - 5.13. The Bank shall have the right to suspend or terminate the operation of the Card and include it in the Stop-list, to suspend and/or close the Customer's Card Account, notifying the Customer:
    - 5.13.1. If the Customer's insolvency procedure has been announced by a court judgment;
    - 5.13.2. If the Cardholder or the Customer does not fulfill provisions of the Agreement;
    - 5.13.3. The Bank has a suspicion about laundering of proceeds of criminal activity.
- 6. Collateral**
- 6.1. The Collateral which secures fulfillment of Customer's/Cardholder's obligations in case of issuing a Card shall be one or several of the following: a term deposit (financial pledge), a guarantee, or another pledge. The Bank reserves the right to refuse to accept from the Customer Collateral other than the term deposit and not to satisfy the Customer's request for decreasing the term deposit amount stipulated in the Price List and other Bank's regulations, orders and decisions. The Bank shall have the right not to provide any explanations to the Customer regarding such decision.
  - 6.2. The Bank shall determine the size of term deposit and interest rate to be applied in accordance with the Price List or by a separate agreement with the Customer; thereafter the Bank and the Customer shall sign a term deposit agreement (or an agreement on acceptance of other Collateral).
  - 6.3. In the event the Customer opts to terminate use the Card, or to decrease the term deposit amount, or to decrease the Available credit limit, or to withdraw the entire amount or a portion of the available term deposit, the Customer shall submit a written application to the Bank. The Customer may withdraw the required term deposit portion or the entire deposit amount prior to its maturity not earlier than after 40 (forty) days from the date of receipt of the relevant Customer's application by the Bank; but in this event the Customer shall lose the right to receive the unpaid interest on the term deposit.
  - 6.4. The Bank shall pay interest accrued on the existing amount of the term deposit when the term deposit matures, unless otherwise specified in the Agreement.
- 6.5. The validity period of the term deposit agreement is the Card validity period plus 40 (forty) days. If the Card validity is extended, the term deposit agreement extends automatically without prior consent of the Customer.
  - 6.6. The money placed on the term deposit shall be blocked in favor of the Bank and unavailable to the Customer.
  - 6.7. The Customer hereby authorizes the Bank in case the enforcement event occurs to use the term deposit serving as the financial pledge to reduce the Customer's past due payments under the Agreement or fully extinguish such indebtedness without taking any additional actions, and in compliance with the law. The Parties have agreed that the event of default is any past due payment that is payable by the Customer/Cardholder under the Agreement, including penalties and/or any auxiliary payments related to expenses and losses resulting from the Card or Card Account using/servicing, or due to non-compliance with the provisions of the Agreement or the documents specified in Clause 2.1, Part II of this Agreement, and/or non-compliance with applicable legal provisions. The Parties' arrangement concerning the financial pledge contained in this Clause shall be deemed as the financial pledge agreement entered into by the Parties without execution of any additional documents. The pledge right established by this Clause in favor of the Bank ensures that all Bank's claims arising from this Agreement are paid in full, and this right shall stay in force during the entire period of the Agreement
  - 6.8. The Bank shall be entitled at any time to require from the Customer additional Collateral to ensure proper fulfillment of the Customer's obligations specified in this Agreement by sending a written notice to the Customer.
  - 6.9. If the Parties in the event specified in Cl. 6.8, Part II of this Agreement cannot reach an agreement in writing on further fulfillment of this Agreement (including provision of additional Collateral) within 3 (three) calendar weeks after the Customer has received the Bank's notification mentioned in Cl. 6.8, Part II herein, the Bank shall be entitled to unilaterally withdraw from this Agreement and require from the Customer pre-mature fulfillment of the payment obligations arising from this Agreement as prescribed by Cl. 11.1, Part II of this Agreement.
- 7. Settlements**
- 7.1. The Bank shall have the right to debit the Card Account without prior consent of the Customer and without notifying the Customer thereof in the following cases:
    - 7.1.1. for Transactions performed using the Card;
    - 7.1.2. for services rendered by the Bank according to the Price List, including the annual/monthly Card fee;
    - 7.1.3. to pay other relevant and fair remuneration of the Bank for rendering of services which are not covered by the Price List, yet which were necessary to perform in order to comply with Customer's instructions;
    - 7.1.4. for losses sustained through the use of the Card and due to non-fulfillment of this Agreement;
    - 7.1.5. if a payment to the Card Account was made by mistake due to technical problems of the Bank, or some deficiency of legal nature was detected in relation to a specific payment to the Card Account.
  - 7.2. The Transactions made in a currency other than the Card Account currency shall be converted by the Bank at entering the Transaction in the accounting records according to the exchange rate set by the Bank of Latvia on that particular date. The Bank shall accordingly charge interest for such conversion according to the Pricelist.
  - 7.3. The Customer and the Cardholder are aware that the exchange rate of the Transactions made in a currency other than the Card Account currency may change and therefore may be different on the day when the Transaction is made and on the day when the debit entry on the Card Account is made.
  - 7.4. If Transactions are made without authorization of cards, the Card account balances viewed in real time in the Internet bank Trast.Net, ATM balances and SMS Info balances may appear to be different.
  - 7.5. The Bank shall charge interest on the Available credit limit assigned by the Bank according to the Price List as from the date when respective information about the Transaction (debit entry on the Card Account) is received and until the date of repayment of the Available credit limit.
  - 7.6. The Bank shall charge the Customer for an overdraft of the Card Account balance (negative Card Account balance) according to the Price List as from the date when information about the Transaction is received until the date when the said overdraft is repaid.
  - 7.7. If a Card Account replenishment Transaction is performed before or after the working hours of the Bank, the actual date of the Transaction may differ from the Transaction record date indicated in the monthly Statement issued to the Customer by the Bank.
  - 7.8. If the Customer's Card Account balance is not sufficient to pay for the services, the Bank shall debit the Account allowing a negative Card Account balance.

\_\_\_\_\_  
 (Customer's name, surname, signature)

\_\_\_\_\_  
 20

\_\_\_\_\_  
 (Bank employee's name, surname, position, and signature)

\_\_\_\_\_  
 (Bank representative's name, surname, signature)

\_\_\_\_\_  
 (Bank representative's name, surname, signature)

\_\_\_\_\_  
 20

Stamp

**8. MasterCard SecureCode**

- 8.1. The SecureCode password shall be used only for online purchases.
- 8.2. The SecureCode password entered by the Customer is not seen by Internet merchants.
- 8.3. A purchase will be authorized only if the Cardholder's SecureCode matches the SecureCode password previously registered with the Bank. The SecureCode entered correctly certifies that the Cardholder is identified. If the SecureCode is incorrect, payment for the purchase with the Card will not be allowed.
- 8.4. If the Cardholder has performed some actions that allowed him/her to avoid using the SecureCode, the Customer/Cardholder shall be liable for any losses and expenses incurred by the Cardholder or the Bank resulting from not using the SecureCode password.

**9. Complaints (Chargeback)**

- 9.1. The Bank shall consider any Customer's claim/complaint within 30 (thirty) calendar days after its receipt. The Bank has the right to extend this term. If the Bank believes that the Customer's claim is unjustified, the Bank shall debit a fee for consideration of an unjustified claim from the Customer's account according to the Price List.
- 9.2. The Bank shall not compensate the Customer for his/her loss up to EUR 150 (one hundred euros), if the loss has occurred due to Unauthorized Payments resulted from the loss, theft or another illicit acquisition of the Card or if the Customer has not ensured safe keeping of his/her PIN code and/or SecureCode password and, therefore, allowed this illicit acquisition, except for the cases provided for in the Republic of Latvia legislative acts.
- 9.3. The Customer is entitled to receive compensation for his/her loss due to an executed Unauthorized Payment, if the Customer has informed the Bank of the Unauthorized Payment in writing within thirteen (13) months from the date when the money was debited from his/her Card Account.
- 9.4. The Bank is obliged to compensate losses incurred by the Customer due to the use of the lost, stolen or otherwise illicitly acquired Card and/or Card data after the Customer has taken the steps specified in Clause 4.13, Part II of this Agreement, except for the occasions where the Customer had performed illicit actions.
- 9.5. The Bank shall not compensate the Customer for any losses, if the Customer/Cardholder has defaulted on the provisions of Clause 4.13, Part II of this Agreement and/or has acted illicitly or with gross negligence.
- 9.6. The Bank shall pay compensations for Customer's losses as provided in Clause 9 herein according to the Republic of Latvia legislative acts and regulations of the international card organizations.

**10. Credit Register**

- 10.1. The Customer certifies that he/she has been informed of the Credit Register established by the Bank of Latvia (hereinafter referred to as the Credit Register) and operation of this Register.
- 10.2. The Bank without any further written notices shall provide the Credit Register with data pertaining to the Customer and Customer's obligations to the Bank, as well as Customer's guarantor and guarantor's obligations within five (5) working days after the effective date of these obligations.
- 10.2.1. The Bank shall be obliged to submit to the Credit Register data on outstanding obligations of the Customer and Customer's guarantor within five (5) working days, if any of the following circumstances occurs:
  - 10.2.1.1. The Customer or the guarantor has delayed a payment under the Agreement or Guarantee Agreement for more than 60 (sixty) calendar days and the total amount of all outstanding debts, incl. late payment interest and penalty, is at least LVL 100.00 (one hundred lats) or its equivalent in other currency;
  - 10.2.1.2. The Customer has violated provisions of Article 73 of the law of the Republic of Latvia "On Credit Institutions";
  - 10.2.1.3. The Customer or the guarantor has violated any other, viewed as significant by the Bank, provision of the Agreement or Guarantee Agreement, incl. the Customer has disposed of the collateral, and obligations have been discharged by the Guarantor.
- 10.3. If the Customer considers that the Bank has submitted to the Credit Register unproved, untrue or erroneous information, the Customer shall have the right to file a written claim with the Bank specifying the motives.

**11. Termination of the Agreement**

- 11.1. The Bank shall have the right to consider the Agreement cancelled and to unilaterally withdraw from the Agreement, as well as to require from the Customer premature repayment of all received and unpaid Available credit

limit funds, accrued Available credit limit interest, penalty and all other collateral claims arising from this Agreement, if the Customer or Cardholder fails to comply with the Agreement and other documents and legal acts specified in Clause 2.1, Part II of the Agreement and/or in the event specified in Clause 6.9 or Clause 11.2, Part II of the Agreement and/or Clause 5.7, Part II of the Agreement. The Customer's obligation shall be to satisfy Bank's claims and make the aforementioned payment(s) and within the term specified in the Bank's notice of unilateral withdrawal from the Agreement.

- 11.2. The Bank shall have the right to unilaterally withdraw from the Agreement by suspending the operation of the Card and closing the Card Account, if it has received instructions from the competent authorities of the Republic of Latvia to do so, and these actions are executed in compliance with respective applicable regulatory enactments.
- 11.3. The Customer shall have the right to terminate the Agreement subject to written notice given to the Bank in advance. Such notice shall be deemed as the Customer's request to discontinue any further fulfillment of the Agreement from the date of receipt of the notice. In this case, upon receipt of the said notice, the operation of the Card shall be immediately terminated and the Customer shall return to the Bank not later than within seven (7) working days all Cards received from the Bank under this Agreement and to pay back the Bank the received and unpaid amount of Available credit limit, accrued interest on the Available credit limit, penalties and any other auxiliary claims arising from the Agreement. If the Customer has sent the notice to terminate the Agreement via the Internet bank Trast.Net during a weekend or on a holiday, it shall be deemed received by the Bank on the first working day thereafter. This Agreement shall be binding for the Customer until all obligations under the Agreement are properly and completely discharged. After 40 (forty) days following the termination of the Agreement, the Bank shall transfer the term deposit amount to the Customer's current account, less the amounts which the Bank has the right to collect (write off) from the Customer according to this Agreement.
- 11.4. The Customer shall return to the Bank all Cards received from the Bank under this Agreement not later than within seven (7) working days upon receipt of Bank's notice of unilateral withdrawal from the Agreement.
- 11.5. After the fulfillment of provisions under Clauses 11.1 and 11.4, Part II of the Agreement the Bank shall refund the Customer the part of the unused annual Card fee for the entire period of unused calendar months.

**12. Dispute Settlement**

- 12.1. All disputes and discords, which may arise out of or in connection with this Agreement, shall be settled through negotiations.
- 12.2. If the Parties fail to settle a dispute through negotiations, then the dispute shall be settled at the location of the Bank by the court of the Republic of Latvia pursuant to the applicable legal provisions of the Republic of Latvia. The language of proceedings will be Latvian.

**13. Final Provisions**

- 13.1. This Agreement is concluded for an indefinite period of time. The expiry date of the Card shall not be regarded as the expiration date of the Agreement.
- 13.2. By signing this Agreement, the Customer and the Cardholder hereby certify that the Bank is authorized to process personal data of the Customer and the Cardholder, including require and obtain personal information from any third parties and legally established data bases, if this, in the Bank's opinion, is necessary to establish legal relations between the Customer and the Bank or to ensure fulfillment of their obligations.
- 13.3. The Agreement shall enter into force upon its signature by a representative of the Bank. The Bank shall commence rendering the Payment Service as of the date of the Agreement signature by the Customer and the Bank and fulfillment by the Customer of the requirements stated in this Agreement and other orders, decisions, regulations and instructions issued by the Bank with regard to the Collateral, and when the Bank has issued a Card to the Customer or his/her authorized representative.
- 13.4. The Agreement is made in the English language. The Parties have agreed to choose the English language as the Bank and Customer's communication language during the entire Agreement period.

**By signing this Agreement, the Parties certify that the provisions of this Agreement have been negotiated in advance and approved by the Parties without execution of any additional documents; the Parties fully understand these provisions, agree to them and undertake to comply with them.**

\_\_\_\_\_  
(Customer's name, surname, signature)

20

\_\_\_\_\_  
(Bank representative's name, surname, signature)

\_\_\_\_\_  
(Bank representative's name, surname, signature)

20

Stamp

\_\_\_\_\_  
(Bank employee's name, surname, position, and signature)