

AGREEMENT ON PARTICIPATION IN PRIORITY PASS PROGRAMME

Client CIF-code

Riga _____ 20_____.

JSC «NORVIK BANKA» (the unified registration number 40003072918), hereinafter referred to as «the Bank», on the one part,

Bank representative (name, surname)	Bank representative is acting on the basis of authorization No.
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and the Client, on the other part,

Name, surname (natural person) / Name (entity)
Identity number (LR residents) / Passport number, issue date and place (Non-residents of LR) Or Registration number, date, country, name of register
Card Agreement No. _____ on the issue and use of payment cards, concluded on _____ 20____, Hereinafter referred to as "the Card Agreement"
Number of the Card Account opened for the Client in accordance with the Agreement on issue and use of payment cards <table border="1" style="width: 100%; height: 20px; border-collapse: collapse;"></table>
Type of Payment Card <input type="checkbox"/> MasterCard Platinum <input type="checkbox"/> VISA Platinum <input type="checkbox"/> other
Name, surname of Priority Pass Card User (in roman letters, without diacritic signs) <table border="1" style="width: 100%; height: 20px; border-collapse: collapse;"></table>
Voice password (Letter and/or digit combination (e.g. the mother's maiden name)) <table border="1" style="width: 100%; height: 20px; border-collapse: collapse;"></table>

Hereinafter referred to as the Client, on the other part, the both together referred to as the Parties,

Whereas:

- In accordance with the understanding reached between the Bank and *PRIORITY PASS LTD (520 Fulham Road, London, SW6 5NJ England)*, hereinafter referred to as the **Priority Pass**, the Bank is entitled to grant to its clients the possibility to participate in Priority Pass programme, hereinafter the possibility to participate in the Priority Pass programme referred to as the **Programme**;
- the Client asserts that he knows the terms and conditions and the contents of the Priority Pass programme, as well as the payment procedure relating to the Programme, that he is fully agrees to them, that he deems the possibility to participate in the programme to be convenient and beneficial for him, and that he is willing to receive the Programme on the terms and conditions that are specified below;
- the Parties have agreed that when making payments to the Bank under the present Agreement, as well as when making the Client's payments to Priority Pass, the Parties shall use the card account, hereinafter referred to as the Card Account, opened for the Client in accordance with concluded between the Bank and the Client, on the terms and conditions of the Card Agreement and in accordance with the procedure established in the Card Agreement, and acknowledge the present Agreement as an integral part of the Card Agreement,

have concluded the following Agreement:

1. The Bank grants to the Client the Programme for 1 (one) year, taking effect from the date of conclusion of the present Agreement, with the possibility to extend the term by each 1 (one) next year, in accordance with the terms and conditions specified in the present Agreement.
2. The duties of the Bank that relate to granting the Programme and arise from the present Agreement, are limited to the following activities:
 - 2.1. Provision of the Client with Priority Pass identification card, hereinafter referred to as "the Priority Pass Card", and the effective version of the Priority Pass programme manual;
 - 2.2. To make payments to Priority Pass for the use of the Priority Pass Card in accordance with the procedure established in the present Agreement;
 - 2.3. Debiting of the Client's accounts in accordance with the terms and conditions and the procedure set in the present Agreement, as per invoices for the use of the Priority Pass Card, as sent by the Bank to the Priority Pass, in accordance with requirements of the Priority Pass programme;
 - 2.4. Replacement of the Priority Pass Card in the event of its loss or damage, provided that the Client has submitted to the Bank a written request for replacement, and on the date of receipt of the request in the Card Account there is an amount of funds that is sufficient for payment of the Bank's fee for replacement in accordance with the effective tariffs of the Bank;
 - 2.5. Provision of a new Priority Pass Card in the event of renewal of the Programme. Renewal of the Programme shall take place on an automatic basis, for each next year, if the following provisions have been fulfilled:
 - the Bank has not received a written notice of refusal of the Programme 20 (twenty) working days before the expiry of the Programme,
 - the Client has not lost the right to use the Payment card in accordance with the Agreement on the issue and use of payment cards concluded with the Bank,
 - on the date of production of the new Priority Pass Card there are funds held in the Card Account that are sufficient for payment of the fee for renewal of the Programme in accordance with the effective tariffs of the Bank.
3. The Bank shall only be responsible to the Client for the fulfilment of the duties specified in the present Agreement.
4. The Bank shall not be responsible for non-receipt by the Client/Priority Pass Card user of possibilities, privileges, services and discounts that are advertised by the Priority Pass and are intended for participants of the Priority Pass Programme.
5. For granting the Programme the Bank shall debit the Card Account with the commission fee in accordance with the effective tariffs of the Bank, on the date of production of the Priority Pass Card.
6. By signing the present Agreement, **the Client confirms that he:**
 - 6.1. **Is informed** that only the natural person Client or the natural person Priority Pass Card user, who is specified by the Client in the present Agreement, herein is referred to as "the Priority Pass Card User", have the right to use the Priority Pass Card, and in the event of the use of the Priority Pass Card by other persons, the Client shall assume full responsibility for consequences of such activities as for his own;

Client (signature, name, surname)	Bank (signature, name, surname)
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- 6.2. **Is acquainted with** the rights and duties of participants of the Priority Pass Programme, understands the application of the Priority Pass Card and the rules on its use, and undertakes, as participant of the Priority Pass Programme, to meet them, and, as the Priority Pass Card User, to fulfil his duties, including, but not limited to:
- 6.2.1. To sign on the Priority Pass Card immediately upon its receipt;
- 6.2.2. To sign a document certifying the use of lounges for visitors within the Programme, only after he has made certain that the information specified in the document is true;
- 6.2.3. To keep all documents related to the use of the Priority Pass Card until expiry of the Programme;
- 6.2.4. Upon first request by the Bank, to return the Priority Pass Card to the Bank;
- 6.3. **Undertakes the full responsibility** for:
- 6.3.1. The Priority Pass Card User's activities with the Priority Pass Card as for his own activities;
- 6.3.2. Payment of all amounts specified in invoices sent by the Priority Pass to the Bank, for the services that are received in connection with the participation in the Priority Pass programme, until expiry of the Programme or until the Client returns the Priority Pass Card to the Bank;
- 6.4. **Undertakes:**
- 6.4.1. To acquaint the Priority Pass Card User with duties of participants of the Priority Pass Programme, including with duties of Priority Pass Card User as specified in the present Agreement, and to ensure that the Priority Pass Card User fulfils all these duties;
- 6.4.2. In the event of loss or theft of the Priority Pass Card, to immediately notify the Bank by calling to the phone number +371-7041130;
- 6.4.3. Within 7 days upon verbal notification about loss or theft of the Priority Pass Card, to notify the Bank in writing;
- 6.4.4. To immediately inform the Bank if the Priority Pass Card that has been declared lost is found;
- 6.4.5. To pay for the Bank's services specified in the present Agreement, as well as to pay the penalty for delay in payment of the services, as per the Bank's tariffs and in accordance with the procedure established in clauses 6.5. and 6.6. of the present Agreement;
- 6.4.6. To make payments due from the Client and relating to the participation in the Priority Pass programme, in accordance with invoices sent by the Bank to the Priority Pass and in accordance with the procedure established in clauses 6.5. and 6.6. of the present Agreement;
- 6.4.7. To ensure the availability in the Card Account of funds that are sufficient for fulfilment of the liabilities specified in the present Agreement;
- 6.4.8. Not to lodge any complaints and /or not to make any claims against the Bank, but to turn directly to the Priority Pass if the Client disagrees with invoices sent by Priority Pass for payment.
- 6.5. **Authorises the Bank**, without agreement with the Client, to debit the Card Account (if and when necessary, making, at the Bank's discretion, currency conversion of the funds at the exchange rate set by the Bank at the date of debiting), in accordance with the procedure established in the Card Agreement, with the following amounts of funds:
- 6.5.1. With amounts specified in invoices for services received in connection with the participation in the Priority Pass programme, as sent by the Priority Pass to the Bank;
- 6.5.2. With the amounts due to the Bank as commission fee in accordance with the Bank's tariffs;
- 6.5.3. With penalties charges for delay in the fulfilment of the Client's obligations specified in the present Agreement, in accordance with the Bank's tariffs.
- 6.6. **Authorises the Bank**, in the event if the amount of the above funds held in the Card Account is not sufficient, to debit any other accounts of the Client held in the Bank with the specified amounts, without agreement with the Client, if and when necessary, at the Bank's discretion, making currency conversion at the exchange rate set by the Bank at the date of debiting;
- 6.7. **Is informed and agrees** that:
- 6.7.1. In the event if the funds held in the Client's accounts with the Bank are not sufficient for payment of the amounts mentioned in the present Agreement, the Bank shall have the right to suspend, without notice, activity of the Priority Pass Card;
- 6.7.2. In the event of closure of the Client's Card Account, the Bank shall terminate activity of the Priority Pass Card and the Client shall lose the right to participate in the Priority Pass programme;
- 6.7.3. In the event of refusal of the Client of the Programme, the commission fee paid by the Client (debited by the Bank in accordance with the terms and conditions of the present Agreement) shall not be returned;
- 6.8. **Understands** that the Bank does not participate in the programmes offered by the Priority Pass, and that only the Priority Pass is the person responsible for provision of services, discounts, possibilities and privileges advertised by the Priority Pass, and in the event of any claims the Client undertakes not to lodge any complaints and /or not to make any claims against the Bank, but to turn directly to the Priority Pass.
7. **The Client instructs to the Bank and the Bank undertakes** to direct to the Priority Pass the amounts debited from the Card Account (or any other account of the Client held in the Bank) in accordance with invoices sent by the Priority Pass to the Bank for the use of the Priority Pass Card in accordance with the requirements of the Priority Pass programme, not later than on the next working day after the debiting.
8. The Bank offers the description of the services, discounts, possibilities and privileges offered by the Priority Pass and this description presents an unofficial translation of the generally available Priority Pass advertising materials from the English language, that may contain errors and inaccuracies and is only offered to the Client for purposes of general information about the Priority Pass activity and the rules, and this description is in no way a document binding on the Bank, as well as the Bank is not responsible for the content of the offered materials.
9. Information about the Priority Pass Programme is available at the Priority Pass homepage in the Internet, at www.prioritypass.com.
10. The Client has the right to refuse the Programme, upon written notice of refusal to the Bank and return of the Priority Pass Card to the Bank.
11. The present Agreement shall come into effect after it is signed by the both Parties and is concluded for an indefinite time.
12. The Bank is entitled to terminate the present Agreement without notice to the Client in the following events:
- 12.1. The Client has lost the right to use the Payment Card or if the activity in the Card Account has been suspended in accordance with the Card Agreement;
- 12.2. The term of the Programme has expired (has not been extended);
- 12.3. The Bank has received the Client's notice of refusal of the Programme;
- 12.4. The Client /the Priority Pass Card User does not fulfil his duties as participant of the Priority Pass Programme;
- 12.5. The Client does not fulfil his duties to the Bank in accordance with the present Agreement.
13. In other events, either of the Parties may unilaterally terminate the present Agreement upon 1 (one) month obligatory prior notice to the other Party.
14. In the event of termination of this Agreement, the Client shall lose the right to use the Priority Pass Card and the Client shall be obliged to return the Priority Pass Card to the Bank.
15. All disputes and differences that the Parties cannot resolve by negotiations shall be referred to arbitration to be conducted, at the option of the Claimant, in:
- the Baltic International Arbitration court, by one arbitrator appointed by the Presidium of the arbitration court, on the basis of submitted written evidence and materials (written proceedings) only, or
 - an independent arbitration court, by one arbitrator appointed by the Presidium of the arbitration court, on the basis of submitted written evidence and materials (written proceedings) only, or
 - the Baltic United Arbitration Court, by one arbitrator appointed by the Presidium of the arbitration court, on the basis of submitted written evidence and materials (written proceedings) only, or
 - corresponding court of the Republic of Latvia according to the jurisdiction.
16. The present Agreement is made and interpreted in accordance with the effective legislation of the Republic of Latvia.
17. The present Agreement is made in two copies, by one copy for each Party.

Signatures of the Parties:

<p>Client</p> <p style="text-align: center;">Place for seal</p> <p>_____</p> <p>Signature</p> <p>_____</p> <p>Name, surname</p>	<p>Bank's officer</p> <p style="text-align: center;">Place for seal</p> <p>_____</p> <p>Signature</p> <p>_____</p> <p>Name, surname</p>
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