

CARD AGREEMENT TERMS AND CONDITIONS

1. TERMS AND ABBREVIATIONS USED

The Allowed credit - amount of money the Bank has allowed the Client to spend in course of one Period of Settlement in addition to the Card Account balance; the Bank shall receive appropriate interest for the use of the Bank's credit resources according to Banking Fees. The Allowed credit shall be granted to the Client on the basis of his proven solvency and the provided collateral

Statement – statement of account the Card is attached to

The Bank - JSC AS "Latvijas Biznesa banka", 3 Antonijas street, LV-1010, Riga, Latvia, common reg. No 40003076407

ATM - device used to dispense cash and provide some services

Banking Fees - the effective service fees of the Bank

CVC code - a three-digit code printed on the reverse of Credit Card, used to identify Card User, when he makes purchases in Internet

The Parties - the Bank and the Client together

The Agreement - written Card Agreement between the Parties about the Card issuance and servicing

Penalty - Interest according to Banking Fees for the unpaid part of the Amount of Minimal Installment, calculated additionally to the Credit Interest after the Day of Settlement in case the Client fails to pay in full the Amount of Minimal Installment indicated in the Statement until the Day of Settlement

LR - the Republic of Latvia

The Card – international payment card issued by the Bank - a debit card (Maestro) or a credit card (MasterCard) with or without credit limit

The Card User - a private person: the Client or a private person indicated by the Client, who is issued the Card according to the Agreement

Card Account - the Client's account with the Bank, the MasterCard Card is attached to, used to reflect Transactions and deposit money

Card Transaction Limits - restrictions on Transactions of certain types, amounts and periods of time according to the Agreement and/or Banking Fees

The Client - a private person or a legal entity that has concluded the Agreement, Card Account owner

The Credit - the Bank's money (credit resources), actually available to the Client under the Agreement

The Credit Interest - Interest indicated in Banking Fees for using the Credit (the Allowed and the Unauthorized credit)

The Minimal Installment Amount - amount of money indicated in the Statement, comprised of the part of the Allowed credit under the Agreement spent as of the last day of the Period of Settlement + 100% (one hundred percent) of the Unauthorized Credit amount + unpaid Amounts of Minimal Installments (if any) from previous Periods of Settlement

The Unauthorized Credit - the part of the Credit that exceeds the set Allowed Credit

Unauthorized Credit Interest - interest indicated in Banking Fees paid for using the Unauthorized Credit, calculated additionally to the Credit Interest

Collateral - the Client's money with the Bank and/or mortgage that serves as collateral for the Allowed Credit

Period of Settlement - a period of time starting from the first day of the calendar month until the last day, for which payments between the Bank and the Card User are made

Day of Settlement - 15th day of the month following the Period of Settlement, until which (including) the Client has to ensure repayment of the Credit in the amount not less than the Amount of Minimal Installment. If the Day of Settlement is a Saturday, Sunday or a holiday, it shall automatically be transferred to the previous work day of the Bank

Current Account - the Client's account with the Bank opened for the Client according to Current Account Servicing Agreement

Terms and Conditions - Card Agreement Terms and Conditions, which are an inalienable part of the Agreement

Transaction - withdrawal of cash using the Card, payment for goods and services at sales points, undertaking other liabilities by means of the Card and receipt of the Bank's services, transactions accomplished according to Terms and Conditions, other normative documents of the Bank and the respective effective legislation of LR, resulting in debiting or crediting of Card Account

Transaction Accounting Date - the date on which Transaction is reflected in the Card Account. Transaction Accounting Date can differ from the accomplishing date of Transaction

Password - combination of letters and/or numbers, indicated in the Agreement, the Client or the Card User gives to the Bank by telephone to receive information about the Card, Card Account balance, Transactions and to suspend Card operations

PIN code - Personal Identification Number - combination of numbers known only to the Card User for accessing the Card, the Bank gives to the Client in a

separate closed non-transparent envelope, and is used by the Card User as his signature to approve certain Transactions

2. CONCLUSION OF THE AGREEMENT

2.1. The Bank shall issue the Card to the Card User based on the Agreement concluded between the Parties.

2.2. The Agreement signed by the Parties shall be considered concluded, when the Parties have signed the Agreement. The Agreement shall be concluded for an indefinite time. Validity term of the Card shall not be considered expiration date of the Agreement.

2.3. Signing the Agreement the Client certifies that

2.3.1. he has familiarized himself with the Agreement, these Terms and Conditions, Banking Fees, the Current Account Servicing Rules, General Client Servicing Rules of the Bank and agrees with them,

2.3.2. origin of money that will be transferred to (paid into) or are on the Card Account is legal,

2.3.3. the Client and the Card User shall not use the Bank's services for illegal purposes, incl. laundering of proceeds derived from criminal activities,

2.3.4. the Card is issued and used on behalf of the Client, not on assignment of a third person, in order to avoid disclosure of (hide) its identity.

2.4. Signing the Agreement the Client certifies that he is aware of responsibility he has for providing incomplete or false information to the Bank. Failure to fill in an item of requested information shall be considered as absence of such information. The Client understands that information provided in incomplete and inaccurate manner can be construed as misleading. The Client also understands that submission of misleading and/or false information and documents is basis for taking criminal proceedings against him according to the LR Criminal Law. The Client allows the Bank to verify the correctness and completeness of provided information, and verity and effectiveness of submitted documents, undertake other necessary measures and request additional information and confirmations from third persons without agreeing such measures with the Client and/or the Card User.

2.5. Signing this Agreement the Client agrees that the Bank for ensuring services or in cases provided for in LR legislation is entitled to process, store and disclose to third persons personal information of the Client and the Card User.

2.6. Signing this Agreement the Client allows the Bank to provide to the Client information about the Card usage, other services, fees of the Bank and third persons, and information about the Bank, the Client could be interested in, sending them to the Client's electronic or mail address, or mobile device.

2.7. The Bank shall open a separate Card Account, which is one currency account, for the Client, if the Client is issued a Credit Card (MasterCard). Card Account currency shall be indicated in the Agreement.

2.8. Debit Card (Maestro) shall be attached to the Client's multicurrency Current Account with the Bank. If the Client has no Current Account with the Bank, it shall be opened at the issuing of a Card of any type. The Bank shall determine priority order of the Card Account currencies at its discretion.

2.9. The Bank shall ensure servicing of Card Account according to the Agreement, Terms and Conditions, General Client Servicing Rules of the Bank, Current Account Servicing Rules, other normative documentation of the Bank and LR legislation.

2.10. The Bank shall have the right to refuse to conclude the Agreement with the Client without explaining the reasons.

3. USE OF THE CARD AND PIN CODE

3.1. The Card shall be property of the Bank given to the Card User for use.

3.2. The Card is a plastic card with a magnetic stripe or a chip. The Card can be used to accomplish Transactions in places where the Bank or a third person has ensured Card acceptance for Transactions.

3.3. Only the Card User indicated in the Agreement whose name and surname is on the Card is allowed to use the Card.

3.4. The Card validity term is provided on the Card. The Card is valid until the last day (including) of the indicated month. It is prohibited to use the Card after the end of validity term. The Card must be returned to the Bank or physically destroyed when the validity term of the Card expires.

3.5. At the end of the Card validity term at the Bank's sole discretion a new Card is made, if the Client has not given instructions to the contrary in course of 30 (thirty) work days before the end of the Card validity term. The Card User or his authorized representative can receive the new Card at the Bank 5 (five) work days before the end of validity term of the previous Card or according to another procedure agreed with the Bank. Card replacement fee shall be charged from the Client for making a new Card according to the effective Banking Fees.

3.6. The Bank shall have the right to cancel and destroy the Card, if the Card User in course of 3 (three) months has not visited the Bank to receive it. In that case fees charged by the Bank for the service shall not be repaid.

3.7. If the Card has been cancelled and destroyed according to Article 3.6. of Terms and Conditions, but afterwards the Card User utters a wish to receive

the Card, and the Agreement has not been terminated according to Article 11.2. and 11.3. of Terms and Conditions the Bank shall have the right to withhold repeatedly the Card replacement fee.

3.8. The Client shall have the right to instruct the Bank to terminate operation of an individual Card filing a written application with the Bank. The Client or the Card User is entitled to instruct the Bank to suspend operation of the Card User's Card by written or electronic notice to the Bank, or a telephone call about reasons and time of suspending Card operation. The Bank shall renew Card operation after receipt of the Client's application on renewal of the Card operation.

3.9. PIN code is confidential and is intended for use only by the Card User. Upon receipt of envelope with PIN code from the Bank, PIN code should be memorized and secure storage of the envelope with PIN code must be ensured or it must be destroyed. It is strictly prohibited to write the PIN code down on the Card or keep it together with the Card. If the Card is used at ATM or at sales points accepting the Card with verification of PIN code, PIN code shall replace the Card User's signature and shall be considered sufficient means for identification of the Card User and/or confirmation of Transaction.

4. THE CLIENT'S OBLIGATIONS

4.1. When the Client submits to the Bank application for issue of the Card or concludes the Agreement with the Bank, he is obliged to produce and submit all documents and information requested by the Bank's representative.

4.2. Concluding the Agreement the Client shall indicate in the Agreement the Card User to whom the Bank must issue the Card. If the Client wishes to change the Card User or issue a Card to another Card User, Parties shall conclude new Agreement.

4.3. The Client undertakes

4.3.1. to acquaint the Card User with Terms and Conditions,

4.3.2. to control usage of Card Account and ensure payment (transfer) of the Amount of Minimal Installment to Card Account until the Day of Settlement,

4.3.3. to pay the Bank immediately fees indicated in Banking Fees and other payments arising from the Agreement,

4.3.4. to notify the Bank immediately about changes of information provided in the Agreement,

4.3.5. to verify at least once in a month Statement for the previous month,

4.3.6. to comply with the Agreement, Terms and Conditions, General Client Servicing Rules and other normative documentation of the Bank and LR legislation related to Card usage.

4.4. Failure to acquaint himself with Statement shall not release the Client from proper fulfillment of his liabilities.

5. RIGHTS AND RESPONSIBILITIES OF THE CARD USER

5.1. Responsibilities of the Card User

5.1.1. upon receipt of the Card to sign immediately on the signature specimen stripe on the reverse of the Card, and on the Card and PIN code issue registration form,

5.1.2. to protect the Card from high temperature, electromagnetic field influence, mechanical damage,

5.1.3. not to disclose PIN code and/or CVC code to any other person,

5.1.4. to sign documents that confirm Transaction, if the amount of Transaction indicated corresponds to the actual amount of Transaction. If the amount indicated in the document differs from the actual amount of Transaction or invoice is not completed, the Card User must refrain from signing that document,

5.1.5. to keep documents confirming Transaction for at least 2 months,

5.1.6. to produce personal identification document at sales point where the Card is accepted upon the request of the Merchant whenever a Transaction is accomplished,

5.1.7. not to use the Card, if it has not been activated, and respective instructions have been received from the Bank or if a third person, who accepts the Card to accomplish Transactions, has refused to accomplish Transaction explaining the reason,

5.1.8. after receipt of request from the Bank return the Card to the Bank immediately,

5.1.9. to return to the Bank or destroy Cards that cannot be used for Transactions,

5.2. The Card User is allowed to accomplish Card Transactions only within the Card Transactions Limit.

5.3. It is recommended that the Card User's signature on signature specimen stripe on the reverse of the Card is identical to the Card User's signature in personal identification document of the Card User.

5.4. If the Card User contacts the Bank by telephone, he must give precisely the Card User's name, surname, the Card number and Password. When information is provided by telephone, the Bank can accomplish additional identification of the Card User according to the Bank's procedures.

6. SERVICE FEES AND SETTLEMENTS

6.1. The Bank calculates and charges service fees according to Banking Fees and Terms and Conditions.

6.2. Concluding the Agreement the Bank applies to the Card Card Transaction Limits indicated in Banking Fees. The Client shall have the right to change Card Transaction Limits for one or more transactions, for a specific date or for a longer period of time, submitting to the Bank a standard application with substantiation for changing Card Transaction Limits or making a telephone call to the Bank during its working hours. The Bank shall have the right to refuse the Client to change Card limits, if it is related to limitations of the Bank's normative documentation, LR legislation or technical restrictions.

6.3. Card issue fee shall be charged from the Client also in cases the Client has resigned from the receipt of the Card after the Card has already been made.

6.4. The Bank shall be entitled to charge Card replacement fee 30 work days before the end of the existing Card validity term.

6.5. Card Transaction fee shall be charged on Transaction Accounting Date.

6.6. The Client authorizes the Bank to debit to Card Account without specific order all amounts of Card Transactions, fees indicated in Banking Fees, other appropriate and fair remuneration set by the Bank for services provided to the Client that are not included in Banking Fees, but have been necessary to complete the Client's instructions given to the Bank, and losses incurred as a result of Card usage and failure to fulfill Terms and Conditions. The Client authorizes the Bank to debit to Card Account repayment of any other liability (indebtedness) of the Client to the Bank.

6.7. The Client authorizes the Bank to debit Card Account in cases and according to procedure provided for in LR legislation, and if installment to Card Account results from the Bank's error or due to any other reason without sufficient lawful cause.

6.8. If the amount of money in Card Account is not sufficient, the Client authorizes the Bank to debit Card Account, permitting formation of Unauthorized credit in Card Account, and to debit also other accounts of that Client with the Bank and/or Collateral.

6.9. If the Client finds any differences between the accomplished Transactions or their amounts and the ones indicated in Statement (except for differences in Transaction amounts that result from currency exchange), or irregularities in the calculated fees, he has to inform the Bank in writing using the Bank's standard application form in course of 15 (fifteen) days after processing date of Statement, but not later than 45 (forty-five) days after Transaction Accounting Date. Differences stated do not release the Client from fulfillment of his liabilities in full and on time. The Bank shall repay the Client questionable money only after its indisputable recovery by the Bank, acting according to the Bank's and/or international card organizations' standards and regulations. The Client shall cover expenses incurred by the Bank, completing the Client's applications, other assignments (including costs of preparing copies of invoices and Statements etc.).

6.10. If Transaction is accomplished in currency that differs from Card Account currency, the Bank shall accomplish currency exchange to Card Account currency at the moment Transactions are accounted for at the Bank's exchange rate on the day of valuation.

6.11. The Bank shall calculate interest for the used Allowed Credit and Unauthorized Credit from the day the Client has started to use the Allowed Credit and Unauthorized Credit, until the day it is repaid. Interest shall be calculated for each day, based on the amount of Credit, taking into account Card Account balance at the end of day, and applying presumption that a year has 365 days.

6.12. At the end of each Period of Settlement the Bank

6.12.1. calculates and debits to Card Account Credit Interest (if any has to be calculated), Unauthorized Credit Interest (if any has to be calculated) and Penalty Interest (if any),

6.12.2. calculates the Amount of Minimal Installment for the respective Period of Settlement,

6.12.3. prepares Statement for the Client for each calendar month, which the Client receives by means of communication indicated in the Client's application.

6.13. Whenever money is paid (transferred) to Card Account in Credit currency, Credit shall be repaid automatically. If payment is accomplished in Card Account currency different from the Allowed Credit currency, the Bank shall make currency exchange at the Bank's rate as of the moment currency exchange is made.

6.14. Repayment of Credit before the Day of Settlement according to the Client's instructions shall be accomplished by the Bank, transferring the Amount of Minimal Installment from Current Account indicated in the Agreement, if necessary, the Bank shall make currency exchange at the Bank's rate as of the moment currency exchange is made.

6.15. The Bank shall bear no responsibility for repayment of Credit in full until the Day of Settlement, if balance of the Current Account indicated in the Agreement at the moment when Credit repayment is done is smaller than the Amount of Minimal Installment or the Client fails to comply with Terms and Conditions, General Client Servicing Rules or LR legislation.

7. RECEIPTS, CHANGE OR CANCELLATION OF THE ALLOWED CREDIT

7.1. The Client can receive the Allowed Credit, if is provided for in the Agreement, when the Agreement is concluded, or if later an additional agreement between the Bank and the Client is concluded about receipt of the Allowed Credit, which becomes an inalienable part of the Agreement.

7.2. The Allowed Credit conditions can be changed upon agreement between the Bank and the Client, if they conclude the agreement indicated in Article 7.1. Changes shall be effective from the moment the agreement is signed.

7.3. The Allowed Credit shall be issued to the Client for the term of the Agreement, except for cancellation of the Allowed Credit in cases indicated in Articles 7.4. and 8.4. of Terms and Conditions.

7.4. Cancellation of the Allowed Credit on the Client's initiative shall occur on basis of application from the Client that becomes an inalienable part of the Agreement. The Client is responsible for repayment of Credit and the calculated interest in full before cancellation of the Allowed Credit. The Bank shall bear no responsibility for negative balance in Card Account as result of cancellation of the Allowed Credit.

8. THE BANK'S RIGHTS

8.1. The Bank or a third person accepting the Card to accomplish Transactions is entitled to refuse to accomplish Transaction and/or retain the Card, if PIN code is entered incorrectly. Retained Cards shall not be returned to the Card User and/or the Client. The Card User or the Client is responsible for notifying the Bank about retention of the Card in course of two work days.

8.2. The Bank shall have the right to introduce additional limits for secure usage of the Card in addition to those indicated in the Agreement and Banking Fees.

8.3. The Bank shall have the right without previous notice fully or partially restrict the right to use the Card in cases the Client or the Card User is in breach of Terms and Conditions.

8.4. The Bank shall be entitled to diminish or cancel the Allowed Credit, determine higher Amount of Minimal Installment or demand immediate repayment of Credit, Credit Interest, Unauthorized Credit Interest, Penalty unilaterally at its discretion (without receipt of application from the Client and without additional agreement with the Client) with 7 (seven) calendar days prior notice to the Client, if any circumstance from the listed below has occurred

8.4.1. the Client once regardless of reasons for more than 15 (fifteen) days or repeatedly (regardless of duration of the repeated breach) breaches payment term of the Amount of Minimal Installment (payment is not transferred/paid to Card Account until the Day of Settlement or is not received in full amount),

8.4.2. if the Bank has information about significant deterioration of the Client's financial standing,

8.4.3. if the Client is in breach of the Agreement, Terms and Conditions, General Client Servicing Rules, other normative documentation of the Bank or LR legislation related to fulfillment of this Agreement,

8.4.4. the Client has provided false information applying for the Allowed Credit, and if such information has been provided during use of the Allowed Credit;

8.4.5. forced or voluntary cessation of the Client's business or personal activities or sale or destruction of the greatest part of the fixed assets occurs,

8.4.6. an action is brought against the Client about recognition of insolvency, about collection of a debt or losses that could substantially impair repayment of the Allowed Credit, a court rule is made about seizure of the Client's money or property or an order has been received from SRS about writing off the money without the Client's acceptance from the Client's accounts with the Bank.

8.5. The Bank is entitled to transfer claims based on this Agreement to other persons at its discretion and provide to the potential assignees information about the Card User, his liabilities against the Bank and contents of this Agreement without previous notice.

8.6. The Bank shall have the right without any notice to the Client to abstain from debiting and/or crediting the account, if the Bank becomes suspicious that the Card is used for laundering proceeds derived from criminal activities.

9. MEASURES IN CASE OF LOSS OR THEFT OF THE CARD

9.1. If the Card is lost or stolen or if a third person has acquired or could have acquired knowledge of PIN code and/or CVC code, the Client or the Card User shall immediately report it to FirstData Latvia, Dzirnava street 37, Riga, LV-1010, telephone (371) 6709 2555, and the Bank, Antonijas street 3, Riga, LV-1010, telephone (371) 6777 5888, fax (371) 6777 5859.

9.2. The Client should report loss/theft of the Card with the Bank in writing in course of 7 (seven) calendar days after he has made the oral reporting mentioned in Article 9.1. The Client shall bear responsibility for all transactions with the lost/stolen Card, if he has failed to report it according to procedure provided in article 9.1. of Terms and Conditions. The Client undertakes to cover all expenses, incurred by the Bank in case of loss/theft of the Card.

9.3. The Client undertakes to provide all information to the Bank, if necessary, to investigate a case of loss/theft of the Card. Upon written application of the

Client the Bank issues a new Card, for which it charges fee according to Banking Fees. If the Card that was reported as stolen or lost is found, the Client or the Card User must immediately inform the Bank about it and submit the found Card to the Bank.

10. THE CLIENT'S AND THE BANK'S RESPONSIBILITY, CONSIDERATION OF DISPUTES

10.1. The Parties shall be held responsible for failure to comply or improper fulfillment of the Agreement and/or Terms and Conditions as provided for in Terms and Conditions and LR legislation. The Card User is not a party to the aforementioned transaction and the Bank has no liability against the Card User for his complaints and claims.

10.2. The Client shall bear full responsibility for fulfillment of liabilities he has taken upon himself in the Agreement and Terms and Conditions, and for the Card User's compliance with the Agreement, Terms Conditions, General Client Servicing Rules, other normative documentation of the Bank and LR legislation.

10.3. The Client shall bear full responsibility for all Transactions accomplished with the Card and/or all losses incurred by the Bank and/or the Client as a result of the Client's breach of the Agreement or Terms and Conditions.

10.4. The Client shall be held responsible for the Card User's actions as for his own and signing the Agreement the Client undertakes to cover any losses incurred by the Bank or that could arise to the Bank as a result of any action of the Card User, including, if

10.4.1. the Card has been lost, stolen or otherwise acquired by third persons, or a third person has acquired knowledge of PIN code and/or CVC code and the Card User has failed to notify the Bank about it timely according to provisions of Articles 9.1. and 9.2.,

10.4.2. as a result of the Client's and/or the Card User's actions or failure to act information about the Card and its details (number, validity term etc.) has become known to third persons and has been used to accomplish unauthorized Transactions. In that case the Bank shall bear no responsibility for the Client's losses.

10.5. The Parties shall not be held responsible for losses incurred as a result of force majeure circumstances.

10.6. The Client understands and agrees that the Bank uses services of third persons, acting on the Client's orders/to provide for the Client's needs, and also to ensure servicing of the Card/Card Account. In that case the Bank shall not be held responsible for the Client's losses and inconveniences, if they result from third persons' activities or failure to act.

10.7. The Bank shall not be held responsible for the Client's or the Card User's losses incurred during dispatch of the Card by post to the address indicated by the Card User.

10.8. The Bank shall not be held responsible for a third person's refusal to accept (service) the Card. The Bank shall not be held responsible for quality of goods and services purchased by the Card. The Bank shall not be held responsible, if ATM's technical problems or a third person's restrictions or limits affect the Client's or the Card User's interests or cause losses.

10.9. The Bank shall provide information to the Bank of Latvia Loan Register about the Client and his debt (issued credit), if the Client

10.9.1. has delayed payments indicated in the Agreement and/or Terms and Conditions for more than 60 (sixty) days, if the amount of payments is not less than 100 Latvian lats or the respective equivalents in foreign currencies,

10.9.2. has breached requirements of the Law on Credit Institutions Article 73., namely, has not provided information or has provided false information about his financial standing and property, and other information needed by the Bank to verify, if the Client is related to the Bank, or is member of a group of interrelated clients of the Bank,

10.9.3. has done other significant breaches of the Agreement considered by the Bank as such.

10.10. The Bank is entitled to request from the Loan Register information about the Client and persons that according to the Law on Credit Institutions are considered persons related to this Client, as well as about persons that have submitted to the Bank credit application or provided a written confirmation that they will provide guarantee for receipt of credit.

10.11. Any private person or legal entity is entitled to receive information included in the Loan Register about them from the Bank of Latvia, as well as information about inquiries on this person made by banks. In order to receive that information a private person or authorized representative of a legal entity shall submit to the Loan Register written application and produce the following documents

10.11.1. a private person – passport or other personal identification document,

10.11.2. authorized representative of a legal entity must submit a notarized power of attorney confirming his right to receive information from the Loan Register or a document that certifies the right of the official to represent legal entity without special power of attorney, and passport or other personal identification document.

10.12. All notices of the Bank and other information to the Client or the Card User shall be sent to the Client's mail address, e-mail address, fax or mobile

telephone number indicated during the validity term of the Agreement. The Bank shall bear no responsibility for the Client's or the Card User's failure to receive information sent to them or its receipt by third persons, if address for communication has changed, but the Client or the Card User has failed to notify the Bank about it in a timely manner. It shall be considered that the Client or the Card User have received notices from the Bank on the third day after they have been sent.

10.13. Any dispute arising from the present contract shall be transferred for reviewing by a court of the Republic of Latvia according with its competence or to the Arbitration Court of Association of Latvian Commercial Banks in Riga pursuant to Bylaws, regulations and rules „On Expenditures of Arbitration Court of Association of Latvian Commercial Banks” of the Arbitration Court. Terms and provisions of these documents shall be deemed included in the present Article. Number of arbitrators shall be one, and the chairman of the arbitration court shall appoint the arbitrator. Language for settling dispute shall be Latvian or Russian. Reviewing the dispute on the basis of submitted documents shall be possible also without mandatory participation of Parties in the arbitration procedure.

11. AMENDING AND TERMINATION OF THE AGREEMENT

11.1. The Client shall be entitled to request termination of the Agreement any time, he should only submit a written application to the Bank and return the Card issued according to the Agreement. The Bank shall suspend Card operation after receipt of the Client's application.

11.2. The Bank shall be entitled to terminate the Agreement unilaterally and suspend Card operation with written notification to the Client 7 (seven) calendar days before suspension of Card operation, if

11.2.1. the Bank ceases issuing and servicing Card of a certain type with the Bank,

11.2.2. for more than 12 (twelve) months no Transactions have been accomplished using the Card; Card Account is not linked to other valid agreements with the Bank, and it has positive balance.

11.3. The Bank is entitled to suspend Card operation any time without previous notice and terminate the Agreement unilaterally without notice to the Client, if

11.3.1. the Client fails to fulfill his liabilities against the Bank or provisions of this Agreement or Terms and Conditions or General Client Servicing Rules are not being complied with or if the Bank has suspicion that they will not be complied with,

11.3.2. for more than 12 (twelve) months no Transactions have been accomplished with the Card and Card Account balance is equal to zero,

11.3.3. the Bank has information that the Client or the Card User have provided inaccurate, false and/or misleading information,

11.3.4. the Bank has suspicion that the Client does not comply with the Law on Prevention of Laundering of Proceeds from Criminal Activities requirements,

11.3.5. it is a Debit Card (Maestro) and the Client's Card Account with the Bank is closed according to Current Account Servicing Rules.

11.4. The Bank is entitled to suspend Card operation and terminate the Agreement without notice to the Card User.

11.5. The Agreement shall be considered terminated 60 (sixty) calendar days after the day Card operation has been suspended.

11.6. Termination of the Agreement includes closing of Card Account in the following cases

11.6.1. if other Cards with effective Agreements are not linked to Card Account,

11.6.2. Card Account is not a Current Account.

11.7. If Card Account is closed according to Article 11.6. of Terms and Conditions, the Bank 50 (fifty) calendar days after Card operation suspension shall calculate and notify in writing or electronically the Client about the final Card Account balance. In course of 15 (fifteen) calendar days after receipt of the Bank's notification the Client's obligation is

11.7.1. to repay in full the negative balance of Card Account, if the final Card Account balance is negative,

11.7.2. to withdraw the positive Card Account balance, if the final Card Account balance is positive.

11.8. After termination of the Agreement the Bank shall keep the Client's and the Card User's documents, the Client has provided to the Bank, when the Agreement was concluded or during its operation. The Bank shall not return to the Client Card production fee it has already received that cannot be divided and established for shorter periods of time, even if the Card is not being used.

11.9. Termination of the Agreement for any reason shall not release the Client from his obligation to pay to the Bank all remuneration the Bank has earned, cover incurred losses and fulfill all requirements of the Agreement and Terms and Conditions that have not been fulfilled up to termination of the Agreement.

11.10. The Allowed Credit's Collateral shall be terminated simultaneously with the Agreement and after the Client has settled all his liabilities against the Bank.

12. CARD AGREEMENT TERMS AND CONDITIONS AMENDMENTS

13.12.1. The Bank shall keep the right to make changes to Terms and Conditions and Banking Fees unilaterally, and place information about such changes in course of 15 (fifteen) calendar days before the effective date of the changes at the Bank's premises during its working hours and on the Bank's web site www.lbb.lv. The Client's responsibility is to keep track of changes in Terms and Conditions and Banking Fees. If the Client or the Card User continue to use the Card after the effective date of changes, it shall be considered that the Client/Card User have agreed to these changes.