

Part I. Special Provisions
AS VIRŠI-A FUEL CARD AGREEMENT

Riga

_____.____.2021

Agreement No. _____

Parties to the Agreement:		AS VIRŠI-A	The Customer
Name:		AS VIRŠI-A	Please fill in
Unified reg. No.		40003242737	Please fill in
VAT ID:			Please fill in
Legal address		Kalna iela 17, Aizkraukle, Aizkraukles Civil Parish, Aizkraukles Municipality, LV-5101	Please fill in
Actual address		Bieķensalas iela 21, building B-302, Riga, LV-1004	Please fill in
Signatory	Name, surname, position	Please fill in	Please fill in
	Telephone	Please fill in	Please fill in
	E-mail	Please fill in	Please fill in
Contact person	Name, surname, position	Please fill in	Please fill in
	Telephone	Please fill in	Please fill in
	E-mail	Please fill in	Please fill in

AS VIRŠI-A Customer Service contacts

Contact phone number	+371 807 000 70
E-mail	kartes@virsi.lv

1. Card typeDebit card Credit card **2. Advisable total credit limit (for 45 days, EUR):**

Please fill in

3. Information for the card

No.	A company name will be specified on the card. If you wish to specify the user name and/or vehicle number of the card, enter it.	Card type (e.g.)	Daily limit (EUR)	Monthly limit (EUR)	Card types
					2 CNG compressed natural gas
					3 Diesel
					4 Diesel + car accessories
					5 Petrol + gas
					6 Petrol + gas + car accessories
					7 Diesel + petrol + gas
					8 Diesel + petrol + gas + car accessories
					9 Diesel + petrol + gas + all goods

4. E-mail for receipt of invoices

Please fill in

5. VIRŠI INFO system user data

User (name, surname)	Please fill in
User phone	Please fill in
User e-mail	Please fill in

6. Special provisions of the agreement (if any are agreed by the parties)

Reference to Paragraph of the Agreement	Derogation from the wording of the Paragraph of the Agreement

7. Additional provisions of the Agreement and disclaimers

- 7.1. The general provisions are an integral part of this Agreement. The special and general provisions of this Agreement shall form a single document. In case of conflict, the special provisions of this Agreement shall prevail.
- 7.2. By signing this Agreement, the Customer confirms that he/she has read the general provisions of the AS VIRŠI-A Fuel Card Agreement, which are available at : www.virsi.lv/lv/par-mums/dokumenti (version of 07.09.2021), agrees to and undertakes to comply with them.
- 7.3. SC "VIRŠI-A", as the controller of personal data, in accordance with the provisions of the General Data Protection Regulation 2016/679, hereby informs that its privacy policy, which results from the relationship defined in this contract, is available on the website: <https://www.virsi.lv/lv/virsi-a-privatuma-politika>. The customer is obliged to familiarize himself with this privacy policy before signing this contract.
- 7.4. The customer, before providing information about his contacts, users of the Virši INFO system, etc. attracted natural persons, are obliged to inform the said persons about the privacy policy available on the website of AS "VIRŠI-A". Client contacts, users of the Above INFO system, etc. in the event of changes in the data of the attached natural persons, such notification obligation (before submitting the information to JSC "VIRŠI-A") remains for the Client. In case of objections or claims from the mentioned persons (in connection with the fact that they have not received the information specified in the privacy policy of JSC "VIRŠI-A") JSC "VIRŠI-A" is entitled to approach the Customer with a claim for the compensation of the damages caused in this way.
- 7.5. The Customer confirms that the information provided in this Agreement is true and complete.

AS VIRŠI-A**The Customer**

Name, surname	Please fill in	Name, surname	Please fill in
Position	Please fill in	Position	Please fill in
Signature	Please fill in	Signature	Please fill in
Date	16.04.2021	Date	15.04.2021

Part II General provisions

AS VIRŠI-A FUEL CARD AGREEMENT

1. General provisions

- 1.1. AS VIRŠI-A offers the following fuel cards: AS VIRŠI-A debit card and AS VIRŠI-A credit card, hereinafter the Card, for transaction authorization and receipt of goods and/or services, hereinafter the Products, at the filling stations of AS VIRŠI-A and/or its cooperation partners in Latvia and/or abroad. The list of filling stations of the cooperation partners is available on the AS VIRŠI-A website: www.virsi.lv.
- 1.2. When the Customer purchases Products from AS VIRŠI-A, the retail price is applied, i.e. the sales price of the Products at the specific filling station on a specific day, which may change and differ at different filling stations every day. If the Customer has made a transaction for the purchase of Products, it shall be deemed that the Customer has agreed to the current retail price of the Products. A discount may be applied to the price of the Products, if the Parties have so agreed.
- 1.3. The receipt from the electronic cash register system is the document confirming the receipt of the Product.
- 1.4. The purchase price of the Products in the invoice is determined in accordance with the price of the Product set by AS VIRŠI-A at the time and place of its purchase. A discount may be applied to the price of the Products, if the Parties have so agreed.
- 1.5. Each Customer is assigned a Customer number.
- 1.6. The Card is issued based on the AS VIRŠI-A Fuel Card Agreement duly completed by the Customer, hereinafter the Agreement, which is signed with a secure electronic signature of the Parties and sent to the e-mail address kartes@virsi.lv or signed and submitted to an authorized person of AS VIRŠI-A. A form that is not filled in completely is invalid.
- 1.7. Each Card is assigned a PIN code, which guarantees the protection of the Card. The PIN code is confidential information that the Customer shall not disclose to any third party. If a third party uses the Card and knows the PIN code, it is assumed that the Customer has disclosed this code to third parties, and thereby the Customer assumes responsibility for all transactions made with the Card and shall pay the invoice of AS VIRŠI-A for such transactions in full.
- 1.8. The Customer is fully responsible for all activities carried out with the Card and pays for all purchases made with this Card. The Card is the property of AS VIRŠI-A and it must be returned immediately upon request. AS VIRŠI-A does not assume liability for the transactions made with the Card.
- 1.9. The Customer, in the capacity of a card holder, can transfer the Card to third parties, the Card users. The Customer undertakes to introduce the Card users to the terms and conditions of the Card's use.
- 1.10. If the Card is lost, damaged or stolen, it must be immediately reported to the AS VIRŠI-A Customer Service by phone + 371 80700070 or by writing to the AS VIRŠI-A e-mail address kartes@virsi.lv, specifying the full Card number. The Customer must compensate AS VIRŠI-A for

all the purchases that were made using the Card before until the Card is blocked.

2. General payment terms

- 2.1. The Customer shall use the Card to purchase Products, and AS VIRŠI-A shall issue a source document to the Customer - the invoice, hereinafter the Invoice, which specifies information about the Products purchased by the Customer at a specific time.
- 2.2. The Parties have agreed that all Invoices issued in accordance with this Agreement shall be sent by e-mail to the Customer's e-mail address specified in the Agreement. The Parties shall consider that all Invoices sent by AS VIRŠI-A have been received by the Customer not later than on the 3rd (third) business day from the date of their sending to the e-mail address specified by the Customer. The invoice is valid and recognized as a source document without the imprint of AS VIRŠI-A and the Customer's seal, as well as the signature of the official.
- 2.3. The total amount for the Product purchase is specified in the Invoices, which are considered an integral part of the Agreement.
- 2.4. Written claims regarding payments shall be submitted not later than within 5 (five) business days from receipt of the Invoice. Claims shall be considered within 15 (fifteen) days from the date of their receipt.
- 2.5. The Customer shall pay AS VIRŠI-A for the Products by transfer of funds, by the due date specified in the Invoice. If the Invoice does not specify a due date for the payment, the Customer shall pay AS VIRŠI-A for the Products by transfer of funds within 10 (ten) business days of the date of receipt of the Invoice. The Product is considered paid for when the funds are credited to the current account of AS VIRŠI-A.
 - 2.6. For failure to meet the deadline of payment of the Invoice issued by AS VIRŠI-A the Customer is obliged to pay AS VIRŠI-A a late interest of 0.15% of the unpaid or partially paid Invoice amount for each day of delay (hereinafter the Late Interest). Payment of Late Interest shall not exempt the Customer from the performance of obligations.
 - 2.7. Within the framework of the agreement, AS "VIRŠI-A" first directs the payments made by the Client to the payment of interest on arrears, then covers the amount of the principal debt, first covering the invoices whose payment deadline has arrived earlier, then covering the expenses incurred in connection with debt collection

3. Additional terms and conditions of debit card use

- 3.1. The Customer, based on this Agreement, shall transfer to the current account of AS VIRŠI-A the amount of money (not less than € 1 (one euro)), which shall be the amount the Customer wishes to make purchases with the Card in AS VIRŠI-A filling stations by specifying the following information in the payment order: "Supplementing the Card". AS VIRŠI-A shall be entitled not to serve the Customer if the amount remaining in the current account of AS VIRŠI-A is less than € 1 (one euro). The current

account numbers of AS VIRŠI-A are published on the AS VIRŠI-A website www.virsi.lv.

- 3.2. The Customer's right to use the debit card shall commence from the moment when the respective funds to be used have been received in the current account of AS VIRŠI-A.
- 3.3. AS VIRŠI-A shall draft the Invoice for the purchases made with the card to the Customer in accordance with the provisions of Chapter 2 of the Agreement.

4. Additional terms and conditions for credit card use

- 4.1. If the Customer uses a credit card issued by AS VIRŠI-A to purchase Products, then AS VIRŠI-A shall issue a source document, the Invoice, to the Customer, which specifies information about the Products purchased by the Customer during the specified period in accordance with the cash register receipts. The Invoice shall be issued and sent to the Customer in accordance with the provisions of Chapter 2 of this Agreement.
- 4.2. AS VIRŠI-A is entitled not to issue and/or sell Products to the Customer at any moment and without prior notice if the Customer has not paid for the Products sold earlier in accordance with the provisions of Chapter 2 and 4 of the Agreement, until the full payment of the Late Interest and/or for the Products sold is received. In this case, all the Cards of the Customer purchasing Products in AS VIRŠI-A filling stations by using AS VIRŠI-A Cards shall be blocked without prior notice and the Products shall not be issued.

5. Rights and duties of the Parties

- 5.1. AS VIRŠI-A shall sell the Products and provide services to the Customer in compliance with the provisions of this Agreement.
- 5.2. The Customer shall accept the Products and pay for such in accordance with the provisions of this Agreement.
- 5.3. AS VIRŠI-A guarantees the quality of petroleum products in accordance with the issued certificate. In case of disputes regarding the quality of petroleum products, upon mutual agreement of the Parties, laboratory testing of selected samples shall be performed by a laboratory independent of the Parties by applying the petroleum product testing methods in force in the Republic of Latvia. The results of this type of laboratory test shall be final and binding on both Parties.
- 5.4. If the Customer delays the payment of the Invoice, AS VIRŠI-A shall be entitled to transfer, without prior notice, information about the Customer's debt obligations to public debtors' registers and/or to assign recovery of the debt to debt recovery/collection companies.
- 5.5. AS VIRŠI-A may amend the payment procedure unilaterally: from pre-payment to post-payment and vice versa, including taking into consideration the operation period, credit history, payment discipline, financial and legal situation and other important factors and available information about the Customer.

6. Other provisions

- 6.1. The parties are discharged from liability for partial or full default on obligations if such default has taken place after signing the Contract due to force majeure that the respective Party could neither predict, prevent nor affect. Such circumstances are natural disasters, wars, blockades. The Party referring to the aforesaid circumstances must inform the other Party about such circumstances in written form within 10 (ten) days of the date of their occurrence.

- 6.2. Personal data shall be processed according to the AS VIRŠI-A privacy policy, which is available on the AS VIRŠI-A website www.virsi.lv to ensure the performance of obligations under the Agreement and protection of interests of the Parties.
- 6.3. If the Customer is late in paying the Invoice, AS VIRŠI -A shall be entitled to request the Customer to pay the debt recovery costs (including, but not limited to, sending a notice of debt).
- 6.4. If the Customer has delayed payment of the Invoices, AS VIRŠI-A shall be entitled to demand and the Customer shall be obliged to submit financial information (including but not limited to the operative balance sheet, annual reports and other documents).
- 6.5. The Parties have agreed to use in their mutual cooperation the AS VIRŠI-A customer service system VIRŠI INFO, which is available on the AS VIRŠI-A website www.virsi.lv.
- 6.6. This Agreement shall enter into force at the moment the Card is issued to the Customer. This is a perpetual Agreement. Any of the Parties shall be entitled to terminate the Agreement by submitting a written notification to the other Party 15 (fifteen) days before the date of termination of the Agreement. If the initiator is the Customer, then the Agreement shall be terminated after the Customer has returned the AS VIRŠI-A Cards issued to it and has performed all payment obligations towards AS VIRŠI-A in accordance with this Agreement.
- 6.7. AS VIRŠI-A shall be entitled to make changes in the terms and conditions of the AS VIRŠI-A fuel card agreement for legal entities by publishing the new terms and conditions of the Agreement on its website www.virsi.lv at least 30 (thirty) days before such changes enter into force. If the Customer rejects the changes, the Customer shall notify such to AS VIRŠI-A before the moment they enter into force. If the Customer continues to use the Card(s) without notifying the rejection of the changes, the Customer shall be deemed to have accepted the changes to the Agreement. If the Customer rejects the above changes, AS VIRŠI-A shall be entitled to unilaterally terminate the Agreement.
- 6.8. If the Agreement is signed electronically, the date of the last signed time stamp shall be considered as the date of mutual signing of the Agreement.
- 6.9. In resolving issues not addressed herein, the Parties shall be guided by the laws of the Republic of Latvia.
- 6.10. Any dispute, disagreement or claim arising from this Agreement, related to it or its breach, termination or invalidity, shall be resolved by means of negotiations. If the disputes cannot be resolved through negotiations, the dispute shall be finally resolved in the court of the Republic of Latvia.
- 6.11. AS VIRŠI-A and the Customer certify with their signatures that they have read all the terms and conditions of the Agreement and acknowledge them as mutually beneficial, fair and reasonable.
- 6.12. The Agreement is made in two identical counterparts, one counterpart for the Customer and one for AS VIRŠI-A. Both counterparts of the Agreement shall have equal legal power.

AS VIRŠI-A

The Customer

Name, surname	Please fill in	Name, surname	Please fill in
Position	Please fill in	Position	Please fill in
Signature	Please fill in	Signature	Please fill in
Date	16.04.2021	Date	15.04.2021