

BANK LINK USE AGREEMENT NO.

_____ 2010

Bank
Swedbank AS

Registration No.: 40003074764
Registered office: Balasta dambis 1a, Riga, LV-1048
E-mail address: ebizness@swedbank.lv
Telephone No. 67 444 444
Fax No: 67 446 950
Representative:

Merchant

Registration No.:
Address:
E-mail address:
Telephone No.
Fax No:
Current Account No.:
Charge Account No.:
Representative:

1. Terms and Definitions

- 1.1. "Bank" means Swedbank AS, registration No. 40003074764.
- 1.2. "Merchant" means any person, legal or natural, who owns an Online Store and who is a party to this Agreement with the Bank.
- 1.3. "Agreement" means the agreement entered into by and between the Merchant and Bank.
- 1.4. "Party(ies)" means the Bank and the Merchant, severally and collectively.
- 1.5. "Internet Bank" means an electronic system for settlements, where the exchange of information required for the Bank's services takes place through the Internet.
- 1.6. "Online Store" means a group of related Web pages owned by the Merchant, where the Customer can buy the services / goods offered there.
- 1.7. "Customer" means a person, legal or natural, who has signed an agreement with the Bank on a connection to the Internet Bank and who wishes to buy goods/services at an Online Store.
- 1.8. "Payment" means an in-bank payment made by the Bank according to a payment order given by the Customer to the Bank through a Merchant on the Internet Bank in order to purchase goods/services at an Online Store.
- 1.8. "Authentication" means a service offered by the Bank, as a part of which the Merchant can identify a Customer through the Internet Bank.
- 1.9. "Bank Link" means a banking service rendered by the Bank to Merchants and Customers
 - for the identification of the Customer and/or
 - for settlements between the Merchant and the Customer for goods/services at Online Store, and for informing the Merchant on execution/failure of Payments made by the Customer.
- 1.10. "Fee" means the charge for using Bank Link services and services related to the use of Bank Link. The Bank shall charge the Merchant for the Fee according to the procedure stipulated in the Agreement and at the extent fixed in the Price List.
- 1.11. "Current Account" means the Merchant's account given in the Agreement and held with the Bank, to which the Bank transfers amounts of Payments received from Customers.
- 1.12. "Charge Account" means the Merchant's account, to which Fees are charged by the Bank.
- 1.13. "Digital Signature" means an authentication code used for identifying the Merchant or the Bank and calculated from the Payment data and the respective Party's Private Key.
- 1.14. "Private Key" means a unique string of characters used in compiling the Digital Signature.
- 1.15. "Public Key" means a unique string of characters enabling a Party to validate the other Party's Digital Signature and to verify that the data protected by the Digital Signature has not been altered and that the information has been sent by the other Party.
- 1.16. "Link" means a text and/or image on a Web page, which links to another Web page.
- 1.17. "Price List" means the current price list for services rendered by the Bank.

2. Scope of the Agreement

The Agreement governs the relations between the Bank and the Merchant in connection with the use of the Bank Link service.

3. Services to Customers

3.1. The Bank shall provide the following services as part of the Bank Link service (*mark the appropriate*):

<input type="checkbox"/>	authentication
<input type="checkbox"/>	payment

Bank: _____

Merchant: _____

3.2. The Merchant warrants that the goods/services available on the Online Store are in free civil circulation, comply with the Latvian consumer rights protection rules, that the Merchant has obtained all and any permissions as may be required for the sale of goods/provision of services, and that the sale of goods/provision of services will not cause an infringement of any third party copyright or neighbouring rights, any manufacturing samples, any trademarks or other intellectual property. The Merchant warrants that he is duly authorized to engage in trade of goods/provision of services, and shall be held responsible pursuant to effective laws and regulations, should the above warranties be violated.

3.3. The Merchant undertakes to distribute, sell, advertise, demonstrate services/goods on the Online Store, which are set out in Appendix 2 to the Agreement.

3.4. The Merchant shall have a duty to notify the Bank in writing about any change in the internet address of the Online Store at least ten days prior to such change.

3.5. The Bank shall have a duty to notify the Merchant about any change in the internet address of the Internet Bank at least ten days prior to such change.

3.6. The Merchant shall have a duty to place, on the payment or Customer identification page of the Online Store, a Link to a Web page designated by the Bank where the Customer can make Payments using the Internet Bank.

3.7. The Bank shall have the right to place a Link to the Online Store on the Internet Bank.

4. Security

4.1. The information and notices referred to in Clause 5 of the Agreement, which are sent between the Parties, must meet the technical description given in Appendix 1 to the Agreement and contain the Digital Signature of the respective Party.

4.2. The Party, who is receiving the information or notice, shall have a duty to validate the Digital Signature of the other Party. The validation of the Digital Signature shall be carried out using the Public Key according to the procedure set out in Appendix 1 to the Agreement.

4.3. The Parties shall have a duty to deliver their Public Key to the other Party after signing of the Agreement.

4.4. The Parties shall keep the Private Key safe and prevent any third parties from accessing it. The Parties shall bear full responsibility for any consequences arising from a failure to comply with this obligation.

4.5. Should the Private Key of a Party become available to a third party, this Party shall promptly notify the other Party thereof and discontinue the delivery/acceptance of any information or notice until and unless a new Digital Signature is compiled and the Public Key is delivered to the other Party.

5. Authentication and Payments

5.1. Following the Customer's confirmation of purchase/order, the Merchant shall forward to the Bank the information, which will serve as the basis for Authentication and or preparation of payment order on the Internet Bank, the execution of which shall thereafter be confirmed or rejected by the Customer.

5.2. In case of the Authentication service the Bank shall identify the Customer in accordance with the Remote Banking Agreement entered into by and between the Bank and the Customer, and forward the relevant information to the Merchant.

5.3. If the Payment order meets the Bank's requirements and the Customer has enough funds on his account to effect the Payment, the Payment shall be effected, whereof the Bank shall notify the Merchant by sending a confirmation to the Merchant to the Online Store's Internet address specified in the information received.

5.4. If the Customer does not confirm the Payment (or the Payment is not effected) and continues his visit to the Online Store, the Bank shall send the Merchant a relevant message to the Online Store's Internet address specified in the information received.

5.5. The amounts of Payments made by the Customer shall be transferred to the Current Account of the Merchant.

5.6. Payments are reflected in the Merchant's Current Account statement or report.

6. Fees

6.1. The Merchant shall pay the Bank Fees according to the procedure set forth in Clause 6.3 of Agreement and at the extent fixed in the Price List, for the Payments executed and services related to the use of the Bank Link.

6.2. The Parties agree that the Fees will be charged to the Charge Account. The Merchant shall have a duty to provide an amount of funds on the Charge Account sufficient to pay the Fees. Should the amount of funds on the Charge Account be not sufficient, the Bank shall have the right, without any prior notice to the Merchant, to debit the necessary amount of funds from any other account held by the Merchant with the Bank.

6.3. The Fees payable under the Agreement:

6.3.1. The Fee for every Payment executed shall be charged on a monthly basis on or before the 7th date for the total of all Payments executed in the preceding calendar month.

6.3.2. The Fee for the subscription to the Bank Link service shall be charged once within 7 days of signing the Agreement.

6.3.3. The Fee for using the Bank Link service shall be charged on a monthly basis on or before the 7th date for the preceding calendar month.

6.3.4. The Fee for placing the Merchant's Link on the Internet Bank shall be charged on a monthly basis on or before the 7th date for the preceding calendar month.

Bank: _____

Merchant: _____

6.4. The Bank shall have the right to change the Fees fixed in the Price List as it may deem appropriate, subject to no less than ten days prior written notice thereof to the Merchant. If the Merchant raises no objections within the period specified above, it shall be assumed that the Merchant consents to the changes in the Price List.

7. Information about Link and its Placement in Online Store

7.1. The homepage of the Online Store must contain a Link to the Bank's website, where the Customer can access the Bank's general procedure of payments and other information.

7.2. The Link must be made in the form of an image in GIF format and be placed in line with the Bank's requirements. The image with an embedded Link can be downloaded by the Merchant from the Bank's website. The Bank shall have the right to alter the Link and/or image at any time, subject to a one week's prior notice to the Merchant thereof by e-mail. The Merchant shall have a duty to promptly replace the Link and/or image on the homepage of the Online Store.

7.3. The Merchant shall be entitled to use the Bank and the Internet Bank for advertising, subject to the Bank's prior approval.

8. Actions Prohibited in Using the Bank Link Service

8.1. The Merchant shall have no right:

8.1.1. to add any commission on Payments to the price of goods/services offered;

8.1.2. unless consented by the Bank, to impose any restrictions on the Customer regarding Payments;

8.1.3. to assign his rights under the Agreement to any third party;

8.1.4. unless consented by the Bank in writing, to change the Merchant's server address given in Appendix 1 to the Agreement and used in providing the Bank Link services.

9. Confidentiality

9.1. The Parties hereby undertake not to disclose any confidential information obtained in the course of the Agreement, to any third party. The said obligation shall survive the termination of the Agreement.

9.2. Under this Agreement, confidential information shall be understood to mean any data arising from Payments, any information obtained as part of the Authentication service, the contents of the Agreement or the contents of other documents related to performance thereof, as well as any technical, commercial or any other information concerning operations of the other Party, which has become available in the course of performance of the Agreement.

10. Duration, Amendment and Termination of the Agreement

10.1. The Agreement shall come into force as from the moment it is signed and shall remain in force for an unlimited period of time.

10.2. Any amendment to the Agreement must be executed in writing and signed by both Parties.

10.3. The Bank shall have the right to alter the working hours of the Bank and to alter the Bank's general procedure of payments at any time, subject to a ten days' prior notice to the Merchant thereof by e-mail.

10.4. Each and any of the Parties is entitled to unilateral termination of the Agreement, subject to written notice thereof to the other Party ten days prior to termination of the Agreement.

10.5. The Bank shall have the right to terminate the Agreement immediately, should the Merchant fail to comply with his obligations under the Agreement.

10.6. The termination of the Agreement shall have no effect on the Parties' liability to perform their respective obligations under the Agreement.

11. Dispute Settlement

11.1. All and any disputes related to performance of the Agreement shall be resolved through good faith negotiation. The presentation of a written claim to the other Party shall be a condition precedent to a dispute resolution.

11.2. In the event a dispute cannot be resolved by means of negotiation, it shall be referred, at the claimant's option, either to the competent court of law of the Republic of Latvia in accordance with the applicable legislation of the Republic of Latvia or to the Court of Arbitration of the Association of Commercial Banks of Latvia under the Articles and Regulations of the said court of arbitration. The number of arbitrators shall be one. The language of arbitration proceedings shall be Latvian.

12. Miscellaneous

12.1. The General Conditions of the Bank constitute an integral part of the present Agreement. The Merchant hereby confirms that he has read the General Conditions of the Bank, agrees thereto and is fully aware of his obligations.

12.2. The Parties warrant that they are duly authorized to conclude the present Agreement and to assume the duties and obligations stipulated herein.

12.3. This Agreement represents the entire arrangement between the Parties concerning the subject of the Agreement and replaces and supersedes all and any prior communication, correspondence and covenants between the Parties before the day of this Agreement in respect of the subject of this Agreement, including, without limitation, the Agreement on Use of Bank Link No. _____ dated _____._____.

12.4. This Agreement is executed and signed in two counterparts, in Latvian, both counterparts being equally valid and enforceable, one counterpart to be held by each of the Parties.

Bank: _____

Merchant: _____

**Appendix 1
to the BANK LINK USE AGREEMENT NO.**

The Parties shall validate the Digital Signature of the other Party by the Public Key, using the RSA public key encryption algorithm and SHA-1 hash algorithm.

The information and notices referred to in Clause 5 of the Agreement, which are sent between the Parties, must meet the Bank's requirements available at the following Internet address:
http://www.swedbank.lv/eng/pakalp/jr_3_7.php

Merchant ID (VK_SND_ID):

Address for delivery of information and notices to the Bank: <https://ib.swedbank.lv/banklink/>

Encryption key implementation

1. The Merchant hereby undertakes to sign any data sent to the Bank by a Private Key matching the following Public Key:

2. The Bank hereby undertakes to sign any data sent to the Merchant by a Private Key matching the following Public Key:

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-----BEGIN CERTIFICATE-----  
MIIC0DCCAjmgAwIBAgIBADANBgkqhkiG9w0BAQUFADBVMQswCQYDVQQGEwJMvJEN  
MAsgA1UECBMEUmlnYTENMAsGA1UEBxMEUmlnYTETMBEGA1UEChMKSEFOU0FCQU5L  
QTETMBEGA1UEAxMKSEFOU0FCQU5LQTAeFw0wMTAyMDExMjMwMDZaFw0wMjAyMDEx  
MjMwMDZaMFUxMjM0ZGZlMmRmMwEYDQYDZDQDEwIQU5TUJBTktBMRMwEYDQYDZDQDEwIQU5TUJBTktBMIGf  
MA0GCSqGSIb3DQEBBAQUAA4GNADCBiQKBgQDE+w2KupA9quH1lej1NAfczkL7TNme  
HynzhNksmttYtYNAuw3VmUzYJoKb2o5RoOQ1bizVBKTOKbSIexcLaLrGk/KeOm+j  
ZSDusif/HXm0rz/pTBmhIG8G1LCVH7u6E0huJP5scoaQuBtpWur2Y4bneKIEtudK  
2GrRsTYcKdiwYQIDAQABo4GvMIGsMB0GA1UdDgQWBBCiDFiPKgy0DcwzjDjDD++  
VnEA3zB9BgNVHSMEdjB0gBRciDFiPKgy0DcwzjDjDD++VnEA36FZpFcvVTELMakG  
A1UEBhMCTFYxD TALBgNVBAgTBFFjPzZ2ExDTALBgNVBAcTBFFjPzZ2ExEzARBgNVBAoT  
CkhBT1NBQkFOS0EzARBgNVBAMTCkhBT1NBQkFOS0GCAQAwDAYDVR0TBAAUwAwEB  
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xb07T6giGhi+Gcnb9EZFObtKZtMDoTY6JrhDsT/f4kCJkL+XpCIKMHyM2D1MW7Zc  
eOUNgEjYgX5hKUQCLVH54SRN96w2HFYRxpZPD4r8JYrVWEksSABt9A7wLo85Tiac  
kTbuTA==  
-----END CERTIFICATE-----
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3. The Parties hereby confirm that by the signing of this Appendix the previously used Private and Public Keys of the Parties, if different from those specified in this Appendix, shall become invalid.

This Appendix is made on _____ 201___ in two equally authentic and enforceable counterparts, one counterpart to be held by each Party.

Bank: _____

Merchant: _____

Appendix 2
to the BANK LINK USE AGREEMENT NO.

Information about the company

Legal name _____

Registration No. _____

Mailing address _____, LV _____

Telephone _____ Fax _____

Person responsible for payments _____

Information about the point of sale

Online Store address: _____

Field (product/service groups) _____

retail wholesale

Contact Person _____

Bank: _____

Merchant: _____