

# Terms and Conditions of Circle K Company Card Agreement

## Definitions and explanations

**1.** Unless otherwise specified, the following terms shall have the following meanings:

- 1.1.** Circle K — SIA Circle K Latvia.
- 1.2.** Customer — a legal entity that has entered into this agreement.
- 1.3.** Terms and Conditions of the Agreement — these terms and conditions of the Circle K Company Card.
- 1.4.** Application — application for Fuel Card Agreement.
- 1.5.** Agreement — Agreement on the use of fuel cards, concluded between Circle K and the Customer.
- 1.6.** Card — Circle K debit card, Circle K credit card or Circle K Europe international credit card (including their Digital Version, issued to the customers for non-cash payments for goods and services at the Circle K and its cooperation partners' fuel stations, in accordance with these terms and conditions of the Agreement.
- 1.7.** Digital Version — digital version of the Circle K Card, provided for transactions on the mobile application Circle K PRO.
- 1.8.** Debit Card — Circle K pre-paid fuel card and/or its Digital Version.
- 1.9.** Credit Card — Circle K credit card and/or Circle K Europe international credit card, and/or their Digital Version, issued to the Customer and where a credit limit has been allocated.
- 1.10.** Credit Limit — volume of financial means determined by Circle K, giving the right to the Customer to purchase goods and services for payment on an open account in the amount of the allocated credit limit.
- 1.11.** Goods and Services — goods and/or services of Circle K.
- 1.12.** Customer Portal — Circle K Customer self-service portal Card E-Services, available on the website <https://card.circlekeurope.com/lv/>.

## General terms and conditions

- 2.** Customers of the Circle K Card are legal entities. A Customer number is assigned to each Customer.
- 3.** Circle K offers a corporate fuel card for non-cash payments for goods and services at Circle K and its cooperation partner fuel stations, in accordance with these terms and conditions of the Agreement.
- 4.** The card is granted on the basis of the Agreement, correctly filled in by the Customer, which is submitted to the Circle K office in Riga, at Duntse iela 6, or at any Circle K fuel station, or as an electronically signed document sent to the e-mail: [lvcards@circlekeurope.com](mailto:lvcards@circlekeurope.com).
- 4.1.** An incompletely filled in Agreement is not valid and the Card is not issued. Circle K shall have the right to decide when the Agreement is to be considered invalid.
- 4.2.** After receipt of the Agreement at the Circle K office, the Cards are produced and delivered to the Customer via courier mail (such as DPD Latvia) to the card delivery address specified in the Agreement.
- 4.3.** The Customer shall set the PIN code (personal identification number) of the Card in the Customer Portal. It is only possible to pay by Card after a PIN code has been set. Setting of the PIN code in the Customer Portal is free of charge. If PIN codes are sent via courier mail, payment shall be made in accordance with the price list.
- 4.4.** The PIN code guarantees protection of the Card. PIN code is confidential information that the Customer shall not disclose. The Card is valid together with the PIN code. Pursuant to the request of the employee of the fuel station, the Customer shall present a personal identity card, when paying with the Card.
- 4.5.** 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 Circle K for such transactions in full.
- 5.** Circle K price list, which is published on the Circle K website [www.circlek.lv](http://www.circlek.lv) contains all information about the valid commission fees and other paid services.
- 5.1.** Upon signing this Agreement, the Customer agrees that the prices specified on the Circle K price list are applied, when fulfilling the contractual relations, and there is no need for a separate written agreement on the application of certain fees.
- 5.2.** Circle K shall undertake to inform the Customer of the planned changes on the price list at least 15 days before their entry into force by sending the information to the e-mail address specified by the Customer.
- 6.** The Customer shall undertake to immediately inform Circle K Customer Service in writing in the case of change of the name, address, legal status, contact person and other details of the Customer. Otherwise Circle K shall be entitled to consider that the information specified in the Card Agreement is true and any notices, invoices, reports as well as other information is sent to the Customer on the basis of details specified by the Customer.
- 7.** Validity period of the Card is specified on the Card and it shall be valid until

the last day of the specified month. In the middle of the last month of the validity period of the Card Circle K shall send a new Card to the Customer via courier mail (such as DPD Latvia). If the Card has not been used during the last three months, it shall only be renewed upon the written request of the Customer. If the Card is not used for longer than 12 months and there is a balance in the account, Circle K shall be entitled to consider such balance up to the amount of EUR 7 as the administration costs of the Card, without informing the Customer of such.

**8.** If the Card is lost, stolen, damaged or the Customer has suspicions regarding illegal disclosure of the card information at the disposal of third parties (for example, the Card information is copied, PIN code is lost), the Customer shall immediately:

- a) inform Circle K Customer Service of this by calling the day-and-night free hotline 80009005 and by sending a written notification no later than within the next 24 hours to [lvcards@circlekeurope.com](mailto:lvcards@circlekeurope.com), or;
- b) block the Card by itself in the Customer Portal.

**8.1.1.** After the Customer has performed the activities determined in Clause 8, purchases with the Card are no longer possible. The Card is blocked and Circle K assumes full responsibility for all future transactions made with this Card, except for the transactions, which are authorised (approved) with the PIN code, respectively, the Customer shall assume responsibility for transactions authorised by the PIN code.

**8.2.** In the case if the Customer fails to perform the activities set forth in Clause 8 or performs them in a delayed manner, the Customer shall cover all payments made by the Card issued to him. In the case of disputes the fact of notification in accordance with the procedure determined in Clause 8(a) shall only be confirmed by the written notification of the Customer.

**9.** When purchasing fuel from Circle K, the retail price or wholesale price with mark-up is applied to the Customer, which is determined on the basis of the potential volume of fuel and/or work specifics of the company.

**9.1.** Retail price — the selling price of fuel at the certain fuel station at the specific time. The retail price may change during the day and differ at different fuel stations. If the Customer has made a fuel purchase transaction, it shall be deemed that the Customer has agreed to the current retail price.

**9.2.** Wholesale price with mark-up — the price that is formed by adding the mark-up individually determined for the Customer to the wholesale price of fuel of the relevant day. If the Customer has made a fuel purchase transaction, it shall be deemed that the Customer has agreed to the current wholesale price with mark-up.

**9.3.** Circle K shall be entitled to change the selected purchase pricing determination model on the basis of the request of the Customer and/or by signing a written agreement, where it is recorded.

**9.4.** Circle K reserves the right to unilaterally change the discount granted to the Customer without prior notice. Discount and/or mark-up determined for the Customer is confidential information and the Customer shall undertake not to disclose it to third parties.

**10.** This Agreement shall enter into force at the moment the Card is issued to the Customer and shall be valid for an unlimited period of time.

**10.1.** Any of the contracting parties shall be entitled to terminate this Agreement by submitting a written notification to the other Party.

**10.2.** If it is initiated by the Customer, the Agreement shall be terminated after the Customer has fulfilled all obligations towards Circle K under this Agreement. After termination of the Agreement the issued Cards shall be blocked and shall be no longer valid for use.

**11.** Circle K shall reserve the right to make changes to the terms and conditions of the Agreement, publishing the new terms and conditions of the Agreement on its website ([www.circlek.lv](http://www.circlek.lv)) or elsewhere, if, for example, the name of the company is changed) at least 30 (thirty) days before their entry into force. If the Customer rejects the changes, the Customer shall immediately inform Circle K of such. If the Customer continues to use the Card(-s) without notifying of the rejection of changes, it shall be deemed that the Customer has agreed to the changes in the Agreement. If the Customer rejects the above-mentioned changes, Circle K shall be entitled to terminate the Agreement.

**12.** If the Customer has any complaints about the actions of Circle K in relation to Card payments, they shall be submitted in writing to Circle K no later than one month after the receipt of the specific Card invoice. Complaints submitted after this period of time shall not be reviewed.

**13.** If the Customer delays payment of the invoice, Circle K shall be entitled to claim the debt recovery costs from the Customer (including, but not limited to the costs of sending a notification of the debt) in accordance with the price list and a contractual penalty of 0.1% per day of the unpaid amount, starting with the first day of delay.

**14.** If the Card has been blocked, in the case of fulfilment of the obligations of the Customer in full amount, the Circle K debit card and/or Circle K credit card

shall be unblocked on the next working day, but Circle K Europe international credit card — within 3 (three) working days, except for in cases when the Agreement is terminated, the Credit limit is annulled for the Customer or a debt recovery proceeding is initiated against the Customer.

**15.** If Circle K initiates the debt recovery proceeding against the Customer:

**15.1.** in accordance with the pre-trial procedure by using the outsourcing provider (Inkaso) — Circle K shall be entitled to claim and hereby the Customer agrees to immediately cover expenses related to the recovery of debt, in accordance with the amount specified on the Circle K price list;

**15.2.** by a court — the Customer shall compensate the court expenses of Circle K in the amount and in accordance with the procedure determined by the Civil Procedure Law, as well as Circle K shall be entitled to claim for the compensation of losses determined by the Civil Law.

**16.** Circle K shall not be responsible for losses caused to the Customer in relation to the decrease, cancellation of the Credit Limit and blocking of the Card or where the occurrence of which is related to unlawful activities of third parties against Circle K, as well as unexpected interruption in the operation of the Card payment system (including at the outlet of the specific merchant/-Card acceptor) and interruption in the operation of the specific Card due to its defect or reaching the set purchase limit. Circle K shall be entitled to withhold the fulfilment of its obligations up to 3 (three) working days, if due to objective reasons Circle K is not able to fulfil the obligations of this Agreement, except for in the case when Circle K has intentionally caused such obstacles.

**17.** Any dispute, disagreement or claim arising out of or concerning this Agreement or its breach, termination or invalidity shall be settled in the court of the Republic of Latvia.

**18.** The Customer shall contact Customer Service regarding all matters related to Circle K Cards, the contact information of which is specified on the Circle K website [www.circlek.lv](http://www.circlek.lv).

**19.** This Agreement is prepared in two copies. One copy of the Agreement shall be stored with the Customer, the other — with Circle K. Both copies of the Agreement shall have equal legal power.

#### **Additional terms and conditions for the use of credit cards**

**20.** The credit card shall be issued to the Customer after approval of the Credit Limit. Having assessed the information submitted by the Customer as well as otherwise available on the Customer, Circle K shall perform solvency analysis of the Customer.

**20.1.** In the case of a positive credit assessment Circle K shall grant a Credit Limit to the Customer, which shall give the right for the Customer to purchase goods and services for payment on an open account in the amount of the granted Credit Limit. Circle K shall be entitled to determine the frequency of preparation of invoices referred to in Clause 23 — once or twice a month — as well as the duration of the payment period.

**20.2.** Circle K shall be entitled to unilaterally reduce or annul the Credit Limit granted to the Customer, as well as block the Cards without prior warning. If the Customer exceeds the Credit Limit granted by Circle K or the balance of the Credit Limit or money available for the Customer is not sufficient for payment of the transaction in full amount, Circle K shall be entitled to refuse servicing of the Card. In such cases the Customer shall use any other payment method for goods and services. Circle K shall not be obliged to explain to the Customer due to what considerations decisions are made on the determination, reduction, annulment of the Credit Limit and blocking of Cards.

**21.** The Credit Limit shall be the amount of unpaid invoices determined in monetary amount regardless of the fact of whether an invoice is or is not issued for them as well as regardless of the invoice payment term. At the request of Circle K, the Customer shall submit financial data (balance sheet and profit and loss statement) within 7 days. In the case if the Customer has not submitted financial data pursuant to the request of Circle K, as well as if after the assessment of financial data or receipt of any other information Circle K

establishes the increase of risk, Circle K may use the rights determined in Clause 20.2 or request additional guarantees for coverage of the credit risk.

**22.** Circle K shall grant the Customer the Credit Limit eligible for purchases by the Credit Card(-s) in euro (EUR) currency only. The amount of the Credit Limit shall be notified to the Customer via e-mail letter. In addition to the provisions of Clause 20.2, the Credit Limit may also be changed on the basis of the written submission of the Customer, if Circle K agrees to such. The Customer shall undertake not to exceed the Credit Limit granted.

**23.** Invoices for goods and services shall be prepared for the previous payment period once or twice per month. If the invoice is prepared once per month, it shall be prepared in the beginning of each month, but if the invoices are prepared twice per month, the second invoice shall be prepared in the middle of each month. Invoices shall be sent to the Customer electronically and shall be valid without a signature. Archive of invoices of the Customers is available in the Customer Portal.

**23.1.** If the Customer has failed to submit a written notification to Circle K within the time periods specified below confirming that the invoice of the relevant month (or half a month) is not received, the invoice shall be deemed as received.

**23.2.** if the invoice is issued once per month — by the 10th date of the relevant month;

**23.3.** if the invoice is issued twice per month — by the 10th and/or 25th date of the relevant month depending on the fact of whether the invoice issued at the beginning of the month or the invoice issued in the middle of the month has not been received.

**24.** The Customer shall settle accounts for the goods and services received during the previous payment period within the time period specified in the invoice(-s), paying the necessary amount of money to the current account of the bank specified by Circle K in the invoice. When making payments, the Customer shall specify its Payment purpose number(-s). The date of receipt of monetary funds in the current account of Circle K with the bank shall be deemed as the payment date.

**25.** Monthly fee for the invoice of Circle K Europe international credit card shall be applied in accordance with the price list of Circle K, regardless of the number of cards. The sum of purchases made outside of the territory of the Republic of Latvia by Circle K Europe international credit card shall be calculated on the basis of the currency exchange rate of the European Central Bank.

**25.1.** Circle K shall reserve the right to apply a certain commission fee for purchases with Circle K Europe international credit cards, which are not related to the purchase of fuel and car accessories.

**25.2.** Circle K shall not be responsible for the recovery of VAT on a purchase made abroad. It is possible to download VAT reports in the Customer Portal.

**25.3.** Credit cards have pre-defined limits with regard to the number of transactions and/or total amount per day, week and month. The Customer shall be entitled to select other limits by setting them in the Customer Portal.

#### **Additional terms and conditions of debit card use**

**26.** The Debit Card shall only be valid with a money balance sufficient for the purchase in the Card account. Deposits to the Debit Card account can be made via wire transfer, specifying the number of the payment purpose, or via cash deposit at any Circle fuel station upon presentation of the Card.

**27.** In the case of insufficient balance of money, transactions with the Debit Card cannot be made. The right to use the Debit Card for payments shall start at the moment when monetary funds have been received in the current account of Circle K.

**28.** In the case of termination of the Agreement the pre-paid balance shall be returned to the Customer on the basis of the written request of the Customer within 15 (fifteen) days after the receipt of such request and blocking of the Card account.