

**1. Terms and definitions used in the Service Conditions:**

- 1.1. **The Bank** – AS Citadele banka (registration number 40103303559, address 2A Republikas square, Riga, Republic of Latvia, LV-1010) Eesti filiaal (registry code 11971924, seat Narva mnt 63/1, 10152 Tallinn, Republic of Estonia).
- 1.2. **Customer** – the legal person in whose name the Savings Account+ has been opened.
- 1.3. **Pricelist** – a valid pricelist for the products and services of the Bank.
- 1.4. **Application** – an application in a format defined by the Bank regarding the reception of the Service, filled in and signed by the Customer.
- 1.5. **Notification** – Customer's will stated in the Order, submitted to the Bank for making of the money transfer after the notification term stated in the Pricelist is passed.
- 1.6. **Savings Account+** – an account which is opened at the Bank according to the Service Agreement and on which the Customer can deposit his/her monetary funds, to supplement it without restrictions as well as to withdraw/transfer the monetary funds from it in compliance with the procedure stipulated by the Service Conditions.
- 1.7. **Service** – opening and maintenance of a Savings Account+, including the execution of the Orders of the Customer.
- 1.8. **Service Agreement** – the agreement concluded by the Bank and the Customer on opening and maintenance of a Savings Account+. The Application for the reception of the Service and Service Conditions are the integral parts hereof.
- 1.9. **Service Conditions** – present conditions for opening and maintenance of a Savings Account+.
- 1.10. **Parties** – both collectively the Bank and the Customer.
- 1.11. **Order** – an order for payment or other transaction within the framework of the Service Agreement given to the Bank on behalf of the Customer. According to the choice of the Customer – the Customer submit the Order with the Notification or without Notification.
- 1.12. **GTC**– General Terms and Conditions of the Bank.

**2. Conclusion of Service Agreement**

- 2.1. The Service Agreement shall be considered as concluded on the date when the Bank receives Customer's Application for the reception of the Service. The Bank shall accept the Application if it is drafted in compliance with the requirements of the Bank.
- 2.2. The Bank shall have the right not to accept the Application without explaining the reasons for rejection.
- 2.3. The Bank shall open a Savings Account+ – a single-currency account – to the Customer after the conclusion of the Service Agreement.
- 2.4. Legal relations of the Parties which are not regulated by the Service Conditions shall be regulated by GTC.

**3. Provision of the Service**

- 3.1. Submission and execution of Orders.
- 3.1.1. The Customer shall draft the Order in compliance with the requirements stipulated by GTC and shall submit it to the Bank in person or using the respective services of remote management of the account (Online banking).
- 3.1.2. If the Customer wishes to make a money transfer from the Savings Account+ applying commission fees stated in the Pricelist for transferring of money funds with the notification term in advance, the Customer should notify the Bank hereof in advance and submit the Order with the Notification. Notification shall mean the submission of Order with the Notification to the Bank not later than within the term of notification (number of days) defined in the Pricelist before the completion of the transfer, not counting the day of submission of the Order with the Notification.

3.1.3. The Bank accepts the Order for execution if the Order complies with the requirements of the Bank, if all operations and verifications required by the GTC are carried out, including whether the Customer is identified in compliance with the requirements of the Bank, whether the Order is drafted in accordance with the requirements stipulated by GTC.

3.1.4. The Bank continue calculate the interest for the balance of the Savings Account+ defined in the Pricelist, as well as for the debited amount of money which is indicated in the Order from the day when the Bank receives the Order with the Notification for the transfer of money from the Savings Account+ till the day when the notification term stated in the Pricelist ends.

3.1.5. If the requirements stipulated by Clauses 3.1.2 and 3.1.3 of the Service Conditions are met, then the disbursement of the debited amount of money indicated in the Order is executed by transfer to the settlement account of the Customer in the Bank and the money funds are available in the settlement account at the next day after the day when the prior notification term stated in the Pricelist is passed.

3.1.6. Should the Customer submitted to the Bank the Order without the Notification, i.e., fail to notify the Bank regarding the withdrawal of money from the Savings Account+ within the term specified in Clause 3.1.2 of the Service Conditions, the Customer shall have the right to make the transfer or to withdraw the money from the Savings Account+ immediately, paying a service fee to the Bank according the Pricelist valid on the date of the disbursement of cash or transfer for the disbursement of cash or transfer from the Savings Account+ without prior notification.

3.1.7. The Bank shall have the right to decline the execution of any Order of the Customer should the Customer break/fail to perform/perform unduly his/her obligations specified in the Service Conditions and/or GTC.

**3.2. Entering of monetary funds to the account/ making a deposit to the Savings Account+.**

3.2.1. The Bank shall credit monetary funds or cash deposits to the Savings Account+ in compliance with the procedure stipulated in GTC.

**4. Settlements**

4.1. At the end of each day the Bank shall calculate interest for the balance of the Savings Account+ according to the Pricelist and at the end of each calendar month shall credit it to the account indicated by the Customer.

4.2. The Bank is entitled to unilaterally amend the interest rates defined in the Pricelist on the cash balance with the Savings Account+ according to the price of the respective currency in the money or financial market without providing information thereof individually to the Customer, but complying with the condition that information about the envisaged amendments during reasonable period of time prior to their coming into effect is available at the Bank's Customer service premises and on the Bank's internet website at [www.citadele.ee](http://www.citadele.ee).

4.3. The Customer agrees and undertakes to independently follow information about the amount of the interest rate which the Bank pursuant to the Pricelist pays on the balance of the Savings Account+.

**5. Liabilities of the Parties**

5.1. The Parties shall be held liable for the fulfilment of obligations required by the Service Agreement.

5.2. If the person who is signing the Application on behalf of the Customer is not an authorised representative of the Customer, then the signing person undertakes to cover all losses to the Bank caused by the action of the signing person.

**6. Validity Term and Termination of Service Agreement**

6.1. The Service Agreement shall be concluded for an indefinite term.

6.2. The Customer shall have the right to require to close the Savings Account+ and to terminate the Service Agreement by submitting the respective application. The Bank shall close the Savings Account+ within 40 (forty) working days of the Bank from the day and including the day of reception of Customer's application.

6.3. The Bank shall have the right to close the Savings Account+ unilaterally and to terminate the Service Agreement:

6.3.1. by notifying the Customer hereof 10 (ten) working days of the Bank in advance (excluding cases stated in the Clause 6.3.2. of the Service Conditions) without explaining the reasons.

6.3.2. without prior notification of the Customer, by notifying the Customer hereof in written form:

6.3.2.1. if the Customer fails to fulfil or fulfils the conditions of the Service Agreement and/or GTC in an unduly manner.

6.3.2.2. if the Customer has provided inaccurate data or documents to the Bank;

6.3.2.3. if the Customer has not been making any transactions on the Savings Account+ for a period of time longer than 12 (twelve) months in a row and the balance of the Savings Account+ is equal to 0 (zero);

6.3.2.4. if the Savings Account+ has debit (negative) balance;

6.3.2.5. if the Bank has reasonable suspicion that the Customer or the monetary funds on the Savings Account+ are related to legalisation of illegally obtained funds or financing of terrorism;

6.3.2.6. if the Bank has information about extraordinary circumstances that are beyond control of the Bank that may affect safety or confidentiality of deposits of the Customer and/or other clients of the Bank or inflict losses;

6.3.2.7. if the right of the Bank to immediately terminate the Service Agreement results from the legal acts binding to the Bank.

6.4. Before closing the Savings Account+ the Bank shall deduct the monetary funds entitled to the Bank according to the Service Agreement or other agreements concluded with the Bank, and the remaining amount of money shall be paid to the Customer in cash or transferred to the Customer's settlement account in the Bank or other account indicated by the Customer, applying the commission fee stated in the Pricelist for the transfer of the money funds without prior notification.

## 7. Consideration of Disputes

7.1. Any dispute, disagreement or claim arising from Service Agreement, concerning the same or infringement, termination or invalidity thereof shall be settled according to the legislation of Republic of Estonia in the Harju county court of the Republic of Estonia upon jurisdiction.

## 8. Other Conditions

8.1. The Customer shall authorise the Bank to deduct (write off) the monetary funds from the Savings Account+ and/or the interest of the Savings Account+ without the respective Order of the Customer in the following cases:

8.1.1. if there were no legal grounds for entering of money to the account/ a deposit to a Savings Account+, i.e. by mistake or as a result of technical error;

8.1.2. paying off the claims of the Bank against the Customer;

8.1.3. in cases and according to the procedure stipulated by the legal acts of the Republic of Estonia.

8.2. If the amount indicated in the Application in words differs from the amount indicated in numbers, then the amount in words should assumed as a basis.

8.3. The information about any planned amendments of the GTC, the Service Conditions or Pricelist is available to the Customer in customer servicing structural divisions of the Bank and homepage of the Bank [www.citadele.ee](http://www.citadele.ee).

8.4. The Bank is entitled to amend the Pricelist, GTC and/or the Service Conditions unilaterally, without informing the Customer in advance, if these amendments are made to eliminate harm to interests of all customers of the Bank and stability of the state financial system, including, but not limited to, in order to limit an excessive outflow of deposits and other attracted funds from the Bank. The Bank shall inform the Customer about such amendments immediately, as soon as it becomes possible, by placing the respective notifications in customer servicing structural divisions of the Bank and homepage of the Bank [www.citadele.ee](http://www.citadele.ee). The Customer's rights to terminate the Agreement shall be explained to the Customer in the information provided on making the corresponding amendments.

8.5. The Customer have to immediately, but not later than within 30 (thirty) calendar days from the day when the respective circumstances come into force, notify the Bank of any changes that concern what is specified in the Service Agreement and other information/documents that are submitted to the Bank, including those regarding change of the legal address of the Customer, name of the Customer, by submitting documents attesting the changes.

8.6. Communication between the Bank and the Customer shall be in Estonian or other language (Russian or English), upon the agreement of the Bank and the Customer.

8.7. All notifications of the Bank and other information shall be sent to the Customer to the address of the Customer indicated by the Customer or announced later in written form and/or using other means of communication indicated by the Customer (email address, telephone etc.).