

TERMS AND CONDITIONS OF OPENING AND MAINTENANCE A 3D SAVINGS ACCOUNT

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1. Terms used in the Terms of the Service and its explanations:

- 1.1. Bank AS Citadele banka Eesti filiaal.
- 1.2. Customer a legal person with whom the Service Agreement is concluded
- 1.3. **Price list** products and services pricelist of the Bank, valid at the moment when the Service is provided.
- 1.4. $\mbox{Transaction}$ cash disbursement or a purchase made by the Customer using the Card.
- 1.5. **Application** special form of application approved by the Bank for the reception of the Service, filled in and signed by the Customer.
- 1.6. **Card** payment card bound to 3D Savings Account, for the issue and maintenance of which a separate agreement between the Bank and the Customer shall be concluded.
- 1.7. **3D Savings Account** an account, which the Bank shall open for the Customer in one of the currencies specified by the Bank (monocurrency account) for an indefinite period and shall perform its maintenance in accordance with the Terms of the Service, GTC and the Price list.
- 1.8. **Agreement** the agreement between the Bank and the Customer on opening and maintenance of a 3D Savings Account which consists of the Application and the Terms of the Service as its integral parts.
- 1.9. **Deposit period** period of time specified in the Price list during which the money funds are on the 3D Savings Account.
- 1.10. Service opening and maintenance of a 3D Savings Account.
- 1.11. **Terms of the Service** these terms of opening and maintenance of a 3D Savings Account.
- 1.12. Parties the Bank and the Customer, jointly.
- 1.13. Interest interest calculated by the Bank, applying Interests rates which are specified in the Price list.
- 1.14. **Order** payment order or cash disbursement order from the 3D Savings Account submitted to the Bank by the Customer in person or using the remote account management services.
- 1.15. GTC General Terms and Conditions of the Bank.

2. Conclusion of the Service Agreement.

- 2.1. The Customer must have a current account open in the Bank in order to receive the Service
- 2.2. The Agreement shall be concluded on the date when the Bank opens a 3D Savings Account for the Customer.
- 2.3. The Bank has rights not to accept the Application and/or to conclude the Agreement without explaining the reasons of rejection.
- 2.4. Legal relations of the Parties not regulated by these Terms of the Service shall be regulated by GTC.

3. Provision of the Service.

- 3.1. It is possible to credit the 3D Savings Account within the validity term of the Agreement. The Bank shall credit the money funds addressed to the Customer to the 3D Savings Account according to the procedure specified in GTC. Payments in currencies different from the 3D Savings Account shall be converted to the currency of the 3D Savings Account according to the currency exchange rate specified by the Bank on the date of conversion.
- 3.2. The Customer can withdraw cash or make a transfer from the 3D Savings Account, notifying the Bank about it prior the number of days specified in the Price list. As a notification the Parties shall consider the reception of the Order drafted and submitted to the Bank in compliance with the requirements of the Bank. If the Order is made on cash disbursement, then, on the date of the disbursement the Bank shall credit the amount indicated in the Order to the current account of the Customer in the Bank, except the case mentioned in the Terms of the Service Paragraph 3.3.
- 3.3. Should the Customer wish the Order to be executed not later than the next day after the reception of the Order, the Customer shall pay commission fee indicated in the Price list for the withdrawal of money funds from the 3D Savings Account without prior notification of the Bank.
- 3.4. The Bank shall not execute the Order should the 3D Savings Account lack the sufficient money funds to pay the commission fee of the Bank.
- 3.5. If a Card is bound to the 3D Savings Account, the Customer shall be able to manage the money funds on the 3D Savings Account using the Card. 3.6. The Customer shall pay commission fees for making Transactions and for the maintenance of the Card, which are specified in the Agreement on Card maintenance and in the Price list.
- 3.7. In all cases when the Customer wishes to withdraw cash from the 3D Savings Account, the Customer shall pay commission fee indicated in the Price list likewise for the withdrawal of money funds from the 3D Savings Account without prior notification of the Bank.
- 3.8. The Bank shall calculate all payments designated to the Bank in accordance with the Price list valid on the moment of the reception of the Order or Transaction processing, and shall be collected from the 3D Savings Account.

4. The Procedure for Interest Calculation and Disbursement.

4.1. The Bank calculates the Interest of the 3D Savings Account balance

- according to the Price List. The Bank shall start calculating of the Interests from the day when the money funds were credited to the 3D Savings Account. The Interest shall be calculated for each day, assuming that one year covers 360 days.
- 4.2. The Bank shall pay the calculated Interest once per month on the last day of each month. The calculated Interest shall be credited to the 3D Savings Account, unless the Customer species in the Application that it should be credited to the current account of the Customer.
- 4.3. Upon the reception of the Order or acceptance of the Transaction, the Bank shall stop calculating the Interest for the amount of money indicated in the Order or Transaction document.

5. Validity and Termination of the Agreement.

- 5.1. The Agreement shall be concluded for an indefinite period.
- 5.2. The Customer shall have rights to request to close the 3D Savings Account and to terminate the Agreement by submitting the respective application. The Bank shall close the 3D Savings Account within 10 (ten) working days of the Bank from the day of its reception (included).
- 5.3. The Bank shall have rights to close the 3D Savings Account unilaterally and to terminate the Agreement:
- 5.3.1. notifying the Customer about it 10 (ten) working days of the Bank in advance, not explaining the reasons.
- 5.3.2. without prior notification of the Customer, informing the Customer about it in written form:
- 5.3.2.1. if the Customer does not observe or unduly observes the terms of the Service Agreement and/or GTC;
- 5.3.2.2. if the Customer provided misleading information or documents to the Bank;
- 5.3.2.3. if the Customer has not been making transactions with the 3D Savings Account for longer than 12 (twelve) months in a row and its balance is equal to 0 (zero) or the 3D Savings Account has a negative balance;
- 5.3.2.4. if the Bank has grounded suspicions that the Customer or the money funds on the 3D Savings Account are related to legalization of illegally obtained money funds or financing of terrorism.
- 5.4. Before closing the 3D Savings Account the Bank shall debit the money funds designated to the Bank in accordance to this Agreement or other agreements concluded with the Bank, and shall disburse the remaining amount of money to the Customer in cash or shall transfer to the account indicated by the Customer.

6. Dispute Settlement.

Any disagreement, claim or dispute between the Customer and the Bank arising from the Agreement, which is affecting it or breach, termination or invalidity thereof, shall be settled at Harju County Court, in Tallinn, in accordance with valid legislation of the Republic of Estonia.

7. Other conditions.

- 7.1. The Bank shall debit payments designated to the Bank from the 3D Savings Account, but if there is no sufficient money funds, then from any other account of the Customer in the Bank.
- 7.2. The Customer shall authorize the Bank to withhold (to debit) the money funds from the 3D Savings Account without respective order of the Customer in the following cases:
- 7.2.1. if the crediting/payment of money funds to the 3D Savings Account has no legal grounds, i.e. occurred in the result of delusion or a technical error;
- 7.2.2 redeeming the claim of the Bank against the Customer;
- 7.2.3. in cases and according to the procedure stipulated by the legal acts of the Republic of Estonia.
- 7.3. If the value of numbers written in words indicated in the Application differs from its expression in numbers, the value written in words shall be taken as a basis.
- 7.4. The Bank shall have rights to amend the GTC, Agreement and the Price list unilaterally, also including the amount of the Interest and the length of the Deposit period. The Bank shall inform the Customer about the changes in the Terms of the Service, Price list, GTC placing the information on the homepage of the Bank, at Citadele online banking system as well as in customer servicing centres and branches.
- 7.5. The Customer is obliged to immediately, but not later than within 30 (thirty) days from the moment when the specific conditions occurred, notify the Bank of any changes, concerning the information/documents specified in the Agreement and other information/documents submitted by the Customer to the Bank, including changes of the Customer legal address, Customer name, providing the necessary documents certifying changes.
- 7.6. All Bank notifications and other information shall be sent to the Customer legal address which was provided to the Bank by the Customer and/or using other communication tools specified by the Customer (e-mail address, phone, etc.).