

1. Terms used in the Service Regulations and their explanations:

- 1.1. **Bank** – AS Citadele banka Eesti filiaal.
- 1.2. **Pricelist** – the Pricelist of services of the Bank.
- 1.3. **Application** – an application of a specific form approved by the Bank for receipt of the Service filled in and signed by the Customer.
- 1.4. **Customer** – a legal person, with whom the Service Agreement is concluded.
- 1.5. **Settlement Account** – the Customer's settlement account in the Bank, what is specified in Statement and which Term Deposit is counted from.
- 1.6. **Service** – acceptance and servicing of the Term Deposit in accordance with these Service Regulations.
- 1.7. **Service Agreement** – an agreement between the Bank and the Customer about acceptance and servicing of the Term Deposit; the Application and the present Service Regulations are integral parts of this Agreement.
- 1.8. **Service Regulations** – these Regulations of Acceptance and Servicing of the Term Deposit;
- 1.9. **Interest Rate** – the interest rate, which the Bank pays for the Term Deposit placed by the Customer, and which depends on the period of placement of the Term Deposit and frequency of payment of Interest. The Interest Rate is specified in the Application in accordance with the Pricelist or a separate agreement between the Bank and the Customer.
- 1.10. **Term Deposit** – the Customer's monetary deposit placed by him/her with the Bank for a certain Term of Placement of the Term Deposit and at a certain Interest Rate of the Term Deposit.
- 1.11. **Term Deposit Interest** – the interest, which the Bank pays to the Customer for the Term Deposit, and which is calculated from the amount of the Term Deposit and depends from the Term of Placement of the Term Deposit and Interest Rate of the Term Deposit.
- 1.12. **Term Deposit Account** – an account of internal accounting of the Bank where the Customer's Term Deposit is accounted.
- 1.13. **Term of Placement of the Term Deposit** – the date, till which inclusive the Customer places the Term Deposit. It is specified in the Application only in case, if the Term Deposit is entered to the Settlement Account in full on the moment of conclusion of the Service Agreement.
- 1.14. **Period of Placement of the Term Deposit** – a period of time (months, years), for which the Term Deposit is placed.
- 1.15. **GTC** – the General Terms and Conditions of the Bank.
- 1.16. Other binding regulations and their explanations are indicated in the GTC and in the Terms of Settlement Contract.

2. Conclusion of the Service Agreement

- 2.1. In order to conclude the present Service Agreement the Customer must have an open Settlement Account.
- 2.2. The Customer can place the Term Deposit with the Bank only in such currency and for such Period of Placement of the Term Deposit, which is specified in the Pricelist of the Bank on the moment of conclusion of the Service Agreement unless the Bank and the Customer have agreed otherwise.
- 2.3. The present Service Agreement is considered to be concluded at the moment when the Bank accepts the Customer's Application. The Bank accepts the Customer's Application, if it is drawn up in accordance with requirements of the Bank.
- 2.4. The Bank has the right not to accept the Application without explaining reasons of refusal.
- 2.5. Legal relations between the Bank and the Customer that are not governed by the present Service Regulations shall be governed by the GTC, Terms of Settlement Contract.

3. Rendering the Service

- 3.1. **Crediting the Term Deposit to the Term Deposit Account**
 - 3.1.1. The Customer ensures crediting of the Term Deposit specified in the Application to the Settlement Account in cash or by transfer within 14 (fourteen) calendar days from the day of conclusion of this Service Agreement. The Service Agreement shall be deemed terminated, if the Term Deposit is not credited to the Settlement Account in full within the mentioned term.
 - 3.1.2. The Bank writes off the Term Deposit from the Settlement Account and credits it to the Term Deposit Account not later than on the next working day of the Bank after the Term Deposit is credited to the Settlement Account.
- 3.2. **Calculation of the Term Deposit Interest**
 - 3.2.1. The Bank calculates the Term Deposit Interest starting from the day when the Term Deposit is credited to the Term Deposit Account for the whole Period of Placement of the Term Deposit, excluding the last day of the same.
 - 3.2.2. The Term Deposit Interest is calculated, assuming that there are 360 days in a year and 30 days in a month.
- 3.3. **Payment of the Term Deposit Interest within the Term of the Service Agreement**
 - 3.3.1. The day of payment of the Term Deposit Interest shall be the day of the month, from which calculation of the Term Deposit Interest has been started, observing the frequency of payment of the interest specified in the Application.
 - 3.3.2. The Term Deposit Interest is entered to the account in the Bank specified by the Customer in the end of the payment period of the Term Deposit Interest and the owners of the mentioned accounts can dispose of the funds on these accounts starting from the same day.
 - 3.3.3. If the Application envisages the disbursement of the Term Deposit Interest at the beginning of the Period of Placement of the Term Deposit then the Bank on the day when Term Deposit is credited to the Term Deposit Account disburses the Term Deposit Interest for all the Period of Placement of the Term Deposit to the account in the Bank specified by the Customer and the owners of the mentioned accounts can dispose of the funds on these accounts starting from the same day.
- 3.4. **Amendments to the Service Agreement**
 - 3.4.1. The Customer can change the account, to which the Term Deposit Interest is paid, to which the Bank shall credit the Term Deposit Interest, as well as submit or recall an Order of automatic extension of the Term Deposit and capitalization of calculated interest of the Term Deposit at the end of the term. If, according to the Application, payment of the Term Deposit Interest is set in the beginning of the term or in monthly payments, capitalization of calculated interest of the Term Deposit is not performed.
 - 3.4.2. If the Customer has submitted an order of automatic extension of the Term Deposit (with capitalization of calculated interest of the Term Deposit) the accounts, to whom the Term Deposit and the Term Deposit Interest is paid have to conform and the Customer has no rights to change the account number to whom the Term Deposit and the Term Deposit Interest is paid.
 - 3.4.3. The Customer shall not be entitled to supplement or decrease the Term Deposit or to change the frequency of payment of the Term Deposit Interest.
 - 3.4.4. The Bank is entitled to make amendments in the Pricelist, Service Regulations and GTC. Information on any planned amendments in the Pricelist and conditions of the Bank will be available in the Bank's client service centres, the Bank's internet website, or using other forms of information transmission.
 - 3.4.4.1. The Bank shall have rights to make amendments in the Price list and/or the Service Regulations unilaterally, not informing the Customer thereof beforehand if the amendments were made in order to prevent the harm to the interests of the Customers of the Bank and the stability of the state financial system, including but not limited to: in order to restrict excessive outflow of deposit and other borrowed funds from the Bank. The Bank shall inform the Customer about such amendments as soon as possible via communication channels specified in Paragraph 3.4.4. of the Service Regulations

4. Responsibility of the Parties

- 4.1. The Parties are responsible for fulfillment of the obligations stipulated in the present Service Agreement.
 - 4.1.1. If the person who signed the Application on behalf of the Client is not authorized to represent the Client, then the person signing documents undertakes to cover all losses incurred by the Bank as a result of the activities of that person.

5. Term of Validity of the Service Agreement, its Extension and Termination

- 5.1. **Term of validity of Service Agreement**
 - 5.1.1. The Service Agreement is concluded till fulfillment of the obligations stipulated therein.
 - 5.2. **Termination of the Service Agreement, if the Term of Placement of the Term Deposit has ended**
 - 5.2.1. In the end of the Period of Placement of the Term Deposit the Term Deposit is transferred to the Customer's Settlement Account, and the Term Deposit Interest calculated in accordance with these Service Regulations and which is not paid out to the Customer shall be transferred to the account in the Bank specified by the Customer. The owners of the mentioned accounts can dispose of the funds transferred to these accounts starting from the last day of the Term Deposit placement period.
 - 5.2.2. The Bank transfers the Term Deposit Interest to the Settlement Account, if the Customer has not specified other account.
 - 5.3. **Automatic Extension of the Term of the Service Agreement. Except for the Cases when the Bank and Customer Have Agreed about Non-standard Conditions (Interest Rate, Period of Placement of the Term Deposit, Frequency of Payment of Interest), Which are not Specified in the Pricelist of Services of the Bank**
 - 5.3.1. If the Customer has specified in the Application for receipt of the Service or in a separate application that the Customer wants that the term of the Term Deposit to be extended automatically, then on the last day of the Period of Placement of the Term Deposit the term of the Term Deposit specified in the Application shall be extended automatically for the same Period of Placement of the Term Deposit as the one specified in the Application, but applying the Interest Rate of the Term Deposit, which is valid on the moment of extension of the term of the Term Deposit and specified in the Pricelist. Other conditions of the Service Agreement shall not be amended. The term of the Service Agreement shall be extended in such manner further till termination of the Service Agreement according to the procedure stipulated in these Service Regulations.
 - 5.3.2. The Customer shall be entitled to submit an application on cancellation of the automatic extension of the term of the Term Deposit before the end of the current Period of Placement of the Term Deposit.
 - 5.4. **Premature Withdrawal of the Term Deposit**
 - 5.4.1. The Customer has the right to withdraw the Term Deposit before the end of its term by submitting the respective application.
 - 5.4.2. The Bank has the right to withdraw from the Service Agreement unilaterally before the end of its term by notifying the Customer of this in a written form in any of the following cases:
 - 5.4.2.1. if the Customer does not fulfill the obligations determined in the Service Agreement or fulfills them in the inappropriate manner;
 - 5.4.2.2. if the Customer has submitted false information or documents to the Bank;
 - 5.4.2.3. if the Bank has received a request from a competent state institution/person about initiating levy for deposits of the Customer in the Bank;
 - 5.4.2.4. if the Bank has suspicions that the Customer or the monetary assets found on the Term Deposit account are connected with laundering of proceeds derived from crime or financing of terrorism, or the source of the mentioned funds is illegal.
 - 5.4.3. If the Service Agreement is terminated on the initiative of the Customer or the Bank prior to the end of the current Period of Placement of the Term Deposit, then the Bank has the right:
 - a) not to disburse the Term Deposit Interest calculated and un-paid to the Customer for the last incomplete Period of Placement of the Term Deposit;
 - b) to deduct from the Term Deposit the Term Deposit Interest paid to the Customer for the last incomplete Period of Placement of the Term Deposit;
 - c) to deduct from the Term Deposit the commission fee for premature withdrawal of the Term Deposit specified in the Pricelist on the moment of termination of the Service Agreement, excluding the case when the Customer has submitted an application for premature withdrawal of the Term Deposit within 15 (fifteen) days from the moment of the next automatic extension of the Service Agreement (if the Customer has given such instruction).
 - 5.4.4. Terminating the Service Agreement prior to the end of the current Period of Placement of the Term Deposit, the amounts due to the Customer shall be transferred to the Customer's Settlement Account.

6. Settlement of Disputes

- 6.1. Any disagreement, claim or dispute between the Bank and the Customer that arises from the Service Agreement, concerning it or its infringement, termination or non-validity, shall be settled at Harju County Court in accordance with valid legislation of the Republic of Estonia.

7. Other Conditions

- 7.1. The Customer authorizes the Bank to withhold (write off) monetary assets from the Term Deposit Amount and/or the Term Deposit Interest without the respective instruction from the Customer in the following cases:
 - 7.1.1. for settlement of any debts of the Customer to the Bank, including payment of penalty fees;
 - 7.1.2. if the Term Deposit has been transferred/credited to the Account without legal ground, i.e. as a result of deceit or technical malfunction;
 - 7.1.3. when settling claims of the Bank towards the Customer;
 - 7.1.4. in cases and in the procedure determined in legal acts of the Republic of Estonia.
- 7.2. From the interests calculated for the Term deposit, the Bank will withhold taxes, duties or other mandatory payments, if such are prescribed in the legal acts of the Republic of Estonia and the Bank will be obligated to withhold them.
- 7.3. If the verbal expression of numbers (amounts) indicated in the Application differs from the expression in figures, then the verbal expression shall prevail.
- 7.4. The Bank has the right to record any telephone or oral conversation of the Parties on tape, electronically or in any other way. These recordings can be used as proof when solving disputes between the Parties.
- 7.5. The Bank has the right to perform the processing of Client data, as well as the right to demand and receive Customer personal data from any third parties and databases in accordance with the legal acts, if the Bank determines it is necessary to establish a legal relationship between the Customer and the Bank or to fulfilment the obligations. The Bank has the right to provide the Customer personal data to third parties for the implementation of commitments and validity accordance to the Service Agreement.
- 7.6. All notices of the Bank and other information shall be sent to the Customer to the Customer's address specified in the Application or specified later in writing, and/or using other means of communication (e-mail address, telephone etc.).