## TERMS OF THE AGREEMENT ON OPENING AND SERVICE OF THE SAVINGS ACCOUNT



01.08.2010

- 1 The given Regulations (hereinafter referred to as the Regulations) form an indivisible constituent part of the Agreement (hereinafter referred to as the Agreement) on opening and service of the savings account (hereinafter referred to as the Savings Account). Signature of the Client confirms that he has fully read the Regulations, understands them and agrees with them.
- 2 The Bank shall open the Savings Account to the Client on the basis of this Agreement and provide its service in accordance with the instructions of the Client and the Regulations. The Savings Account is the multicurrency account, and it is opened only in one of the currencies indicated in the rates for the Bank services. For the Bank to open the Savings Account for the Client, the Client must open a current Account in the Bank.
- 3 When opening the Savings Account and managing it, the Client shall provide/present all the documents requested by the Bank. The Client is responsible for the credibility and comprehensiveness of the provided data.
- 4 By signing the Agreement, the Client confirms that:
- 4.1 Activity of the Client is and will be legal and that it is not and will not be linked with the legalization of funds obtained in a criminal/illegal way:
- 4.2 the source of cash entered/remitted to his current Account is legal.
- 5 The Bank has the right to enter to the Savings Account the funds remitted by the Client or third persons or those paid in cash.
- 6 The Bank shall enter a payment to the Savings Account only in the currency in which it was opened. If currency of the payment made to the Savings Account differs from the one of the Savings Account, the Bank shall perform conversion of the payment amount to the currency of the Savings Account, in accordance with the currency rate established by the Bank for the day of entering the payment.
- 7 The Bank deducts (pays, remits, provides other financial services) the requested amount of funds from the Savings Account of the Client, having received a written or electronic order from the Client and its identification, only within the limits of the cash balance on the Savings Account, in accordance with the instructions in the Client's order and conditions provided in Clauses 10 and 11 of the Regulations. Exceptions to performing conditions of the current clause are provided in Clause 13 of the Regulations.
- 8 The Client is responsible for the correctness and comprehensiveness of the data provided in orders to the Bank.
- 9 The Bank shall calculate the interest rate for the balance of funds at the Savings Account, in accordance with the rates for the Bank services, and shall enter it to the account in the Bank indicated by the Client at the end of each calendar month, unless the Agreement anticipates otherwise.
- 10 If the Client wishes to manage the funds available at the Savings Account, i.e. to withdraw cash or to remit the money, the Client must notify the Bank thereof by submitting an order to the Bank on remitting the specific cash amount from the Savings Account at least 7 (seven) calendar days in advance, prior to the date of fulfilling the order, not including the day of submitting the order. Starting with the day that the Bank receives the Client's order on remitting cash from the Savings Account, the Bank shall not calculate the interest rate anticipated by Clause 9 of the Regulations for the cash amount indicated in the order. If the cash amount indicated in the order is remitted to the current Account of the Client or another account of the Client in the Bank, the Client can withdraw it from the aforesaid accounts in cash or by remitting, starting with the day of performing the order.
- If the Client does not notify the Bank within the term indicated in Clause 10 of the Regulations on remitting funds directly from the Savings Account, the Client has the right to remit or draw out cash from the Savings Account by paying a commission fee to the Bank for drawing out cash or remitting from the Savings Account without preliminary notification, in accordance with the currently efficient rates for the Bank services with regards to drawing out cash or remitting from the account.
- 12 The Bank has the right to refuse to process any order of the Client, if the Client violates/does not fulfill/ unduly fulfills his obligations anticipated by the Agreement.
- 13 The Client authorizes the Bank to deduct funds from the Client's Account without the Client's order in the following cases:
- 13.1 in cases set forth by the legislation and regulatory enactments of the Republic of Estonia;
- 13.2 for services provided by the Bank;

- 13.3 if the funds were entered to the Savings Account as a result of error or another reason, with no sufficient legal grounds:
- 13.4 to settle obligations of the Client to the Bank.
- 14 The Client shall receive information about the entries made on the Savings Account and about its state from the Savings Account statement. The Savings Account statement is electronically available to the Client in case of the existence of a corresponding contract (contract of using the account via the communication channel) or if the Client submits an application, the Bank shall issue the statement on paper.
- 15 The Client shall pay the commission fee to the Bank for opening the Savings Account, its service and other services provided by the Bank, in accordance with the currently efficient rates for the Bank services. For the services not included in the Bank rates but required for fulfilling the Client's order, the Bank is authorized to unilaterally establish the corresponding remuneration, unless there is another agreement with the Client
- 16 The Bank is entitled to unilaterally make amendments to the Price list and Terms and Conditions by informing the Client of it according the General Terms and Coditions. If the Client does not agree with the changes made by the Bank, the Client is entitled to terminate the Contract by fulfilling all the contractual obligations before the Bank.
- 17 The Bank has the right to close the Savings Account of the Client in the following cases:
- 16.1 at the Client's request within 1 (one) calendar month, when the Bank receives the Client's application for closing the Savings Account;
- 16.2 unilaterally, having notified the Client 10 (ten) work days in advance, if the Client does not fulfill obligations to the Bank;
- 16.3 unilaterally, without prior notification of the Client, in case the Client has not performed transactions on the Savings Account for over 12 months and the balance on the account is 50 (fifty) kroons or less.
- 18 When closing the Savings Account, the Bank:
- 17.1 having deducted from the Savings Account of the Client the funds anticipated by Clause 13 of the Regulations, shall pay the cash balance on the Savings Account to the Client or remit it to the account indicated by the Client. However, if the Client does not instruct the Bank with regards to payment of the remaining cash amount, the Bank shall guarantee its storage and payment to the Client for a term provided by the legislation of the Republic of Estonia;
- 17.2 retains at the disposal of the Bank the Client's documents, which were provided to the Bank when opening the Savings Account and giving orders on it
- 19 Operation of the Agreement shall expire when obligations based on using the Savings Account are discharged and the Client makes all payments to the Bank proceeding from these obligations.
- 20 Legal relations between the Parties are regulated by the provisions of other agreements concluded between the Parties, other provisions of the Bank regulating usage of Bank's terms of current account agreement, general terms and conditions of the Bank and legislation of the Republic of Estonia to an extent not established by the present Agreement.
- 21 For non-performance or undue performance of obligations imposed by the Agreement, the Parties bear responsibility in the order and capacity set forth in the Agreement and legislation of the Republic of Estonia.
- The Client (a physical person) confirms and agrees that the Bank has right to process personal data of the Client. The Client is aware and agrees with, that the principles of revealing bank secrecy and the terms of processing and transmission of Client's personal data are fixated in general terms and conditions of the Bank, which are accessible at the homepage of the Bank www.citadele.ee and at every Bank's office. Signing the contract, the Client verifies that he /she has made acquaintance and agreed with the general terms and conditions of the Bank.
- 23 Any disputes, discrepancies or claims proceeding from the Agreement pertaining to it or its violation, termination or invalidation shall be resolved in the court of the Republic of Estonia according to jurisdiction and in conformity with the valid legislation of the Republic of Estonia.
- 24 The Agreement shall enter into force the moment it is signed and is concluded for an infinite period.
- 25 The Agreement is signed in two copies, in Estonian, by one copy per each Party of the Agreement, and both copies have the same legal power. While interpreting the provisions of the Agreement, the Estonian text of the Agreement shall serve as a basis, incl. the case when the text of the Agreement has been issued to the Client in any other language upon his/her request.