

1. Terms used in Terms of the agreement on opening and service of Maxi account

- 1.1. **Application** – the application for receipt of the Service according to the pattern determined by the Bank filled in and signed by the Client.
- 1.2. **Maxi Account** – the account which is opened in accordance with the Agreement and which the Client may place his/her monetary resources on without restrictions of its replenishment, as well as which he/she may carry out cashless transfers from or withdraw money in cash from in accordance with the procedure established with the **Terms**.
- 1.3. **Balance of Maxi Account** – the monetary resources of the Client which are on Maxi Account.
- 1.4. **Client** – natural person.
- 1.5. **Service** – opening and service of Maxi Account – rendering of financial services, including fulfilment of the Client's Orders and preparation and issue of statements of the Account.
- 1.6. **Agreement** – the agreement of the Bank and the Client about opening and service of Maxi Account the integral constituent parts of which are the Application and the **Terms**.
- 1.7. **Terms** – the present terms of opening and service of Maxi Account.
- 1.8. **Parties** – the Bank and the Client together.
- 1.9. **Order** – the instruction given to the Bank on behalf of the Client for carrying out transactions with the monetary resources on Maxi Account, including automatic payment of the invoices of third persons, with the exception of the transactions carried out by the Client by means of the Payment Card attached to Maxi Account.
- 1.10. **General Conditions** – the General Terms and Conditions of the Bank.
- 1.11. **Payment Card** – the international payment card - debit card/credit card, issued by the Bank and belonging to it which is attached to Maxi Account.
- 1.12. Other essential terms and their definitions are indicated in the General Conditions.

2. Conclusion of the Agreement

- 2.1. The Agreement is considered to be concluded from the moment of acceptance, by the Bank, the Client's Application which is executed in accordance with requirements of the Bank.
- 2.2. The Bank is entitled not to accept the Application without explanation of the reasons of refusal.
- 2.3. After conclusion of the Agreement, the Bank will open Maxi Account (mono currency account) for the Client. The Client may choose Maxi Account currency of the currencies indicated in the price list of the Bank services.
- 2.4. The Payment Card is attached to Maxi Account, whereof the Client concludes with the Bank the Agreement for use and service of the card.
- 2.5. On issues between the Parties, which are not regulated by the Terms, the Parties shall direct by the Terms of settlement contract and the General Conditions.

3. Rendering of Service**3.1. Presenting and fulfilment of the Order**

- 3.1.1. The Client draws up the Order and presents it to the Bank personally or by communication channels through the service of use of current account through communication channels. The Client is responsible for accuracy and detail of the data indicated in the Order presented to the Bank.
- 3.1.2. If the Client wishes to withdraw monetary resources in cash or carry out transfer from Maxi Account, the Client is obliged to notify the Bank about that in advance. The notice is considered presenting of the Order to the Bank not later the established term of the notice (number of days) until desirable date of fulfilment of the Order, not counting the date of presenting of the Order. The Client chooses the term of the notice out of the possible terms of the notice indicated in the price list of the Bank services. The payment of money in cash from Maxi Account is not realized in case mentioned in the present clause but it is transferred to the Client's account in the Bank mentioned in the Order which the Client may withdraw it from not before the date of fulfilment indicated in the Order.
- 3.1.3. The Bank does not add the interest indicated in the price list of the Bank, to the balance of Maxi Account to the debited sum mentioned in the Order from the day of receipt of the Client's Order about use of monetary resources on Maxi Account.
- 3.1.4. If the Client wishes to withdraw monetary resources in cash or carry out transfer from Maxi Account not observing the term of the notice provided in clause 3.1.2. of **Terms**, he/she is obliged to pay the commission for withdrawal of the monetary resources in cash or carrying out the transfer without the notice provided for by the price list of the Bank services.
- 3.1.5. When accepting the each Order, the Bank is obliged to identify the Client in accordance with rules of the Bank.
- 3.1.6. If the Client has presented the Order by communication channels through the service of use of current account through communication channels, the Client is identified in accordance with a corresponding service contract.
- 3.1.7. The Bank accepts the Order for fulfilment if all the actions and verifications provided for by the **Terms** and the General Conditions are carried out, including identification of the Client, the Order is drawn up in accordance with requirements established by the **Terms** and the balance of Maxi Account is sufficient to fulfil the Order.
- 3.1.8. The Bank is entitled to waive fulfilment of any Order of the Client if the Client violates/improperly fulfils his/her obligations arising from the Agreement and/or from the General Conditions.
- 3.1.9. The Client, besides the Orders, may present to the Bank applications on the matters which are bound up with the Maxi Account but are not bound up with realization of operations. In the cases mentioned in the present clause, identification of the Client is carried out in accordance with the same procedure as upon presenting of the Order.
- 3.2. **Making transactions with the monetary resources on Maxi Account by means of the Payment Card**
 - 3.2.1. If the Client makes transactions with the monetary resources on Maxi Account by means of the Payment Card, the Client is not obliged to notify the Bank about that in accordance with the procedure provided in clause 3.1.2. of the **Terms**, but the Client, for every mentioned transaction, should pay the commission for payment according to the price list of the Bank of the monetary resources in cash or transfers from Maxi Account without notification.
 - 3.3. **Entering/placement of the monetary resources on Maxi Account**
 - 3.3.1. The Bank enters on Maxi Account any transfers of the monetary resources or the monetary resources paid in cash from the Client or third persons.
 - 3.3.2. The Client may freely replenish the monetary resources on Maxi Account.

4. Payments

- 4.1. The Bank adds the interests to the balance of Maxi Account in accordance with the price list of the Bank and enters them on Maxi Account at the end of each month if the Parties have not agreed otherwise.
- 4.2. The Client can see the valid Interest rates on the Bank's price list at the Bank's web page on the Internet or in the Bank offices.
- 4.3. The Client pays remuneration to the Bank for opening, keeping of Maxi Account and other services rendered by the Bank in accordance with the price list of the Bank valid at the moment of the corresponding service. The Bank is entitled to establish and withhold the corresponding remuneration

for the services which are not included in the price list of the Bank but were necessary for fulfilment of the Client's orders in case if the Parties have not agreed otherwise.

- 4.4. The Client authorizes the Bank to write-off the monetary resources from Maxi Account without the Client's order in the following cases:
 - 4.4.1. in the cases and in accordance with the procedure provided for by legal acts of the Republic of Estonia;
 - 4.4.2. for rendering of the Bank services;
 - 4.4.3. if entering on the Account has been carried out without grounds or because of a mistake.
 - 4.4.4. by means of meeting claims of the Bank against the Client.

5. Responsibility of Parties, presentation of information

- 5.1. The Parties bear responsibility for non-fulfilment or improper fulfilment of their obligations provided for by the Agreement and legal acts of the Republic of Estonia.
- 5.2. The Parties do not bear responsibility for the losses bound up with unforeseen circumstances (force majeure).
- 5.3. If the person who signed the Application on behalf of the Client is not authorized to represent the Client, the signatory undertakes an obligation to cover all the losses for the Bank, arisen as a result of the mentioned actions of the signatory.
- 5.4. The Client is obliged to present/submit all the documents requested by the Bank. The Client is responsible for accuracy and completeness of the data presented to the Bank.
- 5.5. The Bank, at the request of the Client, issues him/her the information about state of Maxi Account. **The Client receives information about the entries made on the Maxi Account and about its state from the statement of the Maxi Account. The statement of the Maxi Account 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 Bank statement on paper.**
- 5.6. The Client agrees to the fact that the Bank or legal persons bound up with the Bank send the Client the information about the Bank services, as well as about goods and services of third persons to the actual address of the Client or, at the Client's request, to indicated e-mail address if the Client has not surrendered receipt of the mentioned information.
- 5.7. The Client (a natural person) certifies and agrees to the fact that the Bank is entitled to carry out processing of his/her personal data, including inquiry and receipt of his/her personal data from any third persons and from the databases.
- 5.8. **The Client is informed and agrees to the fact that disclosure of a bank secret and other conditions of the Client's data processing are determined in the General Conditions which are accessible on the home page of the Bank (www.citadele.ee) and at every service centre of the Bank. Upon signature of the Agreement, the Client confirms that he/she is informed and agrees to the General Conditions of the Bank.**
- 5.9. The Bank shall have the right to forward information about the Agreement and/or Client to third persons whose right to receive information arises from the legislation of the Republic of Estonia, to the credit registers – AS Kredidinfo, subsidiaries of the Bank and financial companies which belong to the same group with the Bank.
- 5.10. Parties observe the confidentiality of the Agreement. The information about the Client and the Agreement may be disclosed to third persons only in the cases and in accordance with the General Conditions and legal acts of the Republic of Estonia.

6. Validity and termination of the Agreement

- 6.1. The Agreement shall be entered into for an unspecified term
- 6.2. The Client is entitled to demand to close Maxi Account and terminate the Agreement, having presented the corresponding application. The Bank closes Maxi Account within 1 (one) calendar month from the receipt of the Customer's application about closing Maxi Account.
- 6.3. The Bank shall have the right at its own initiative to close the Maxi Account and terminate the Agreement unilaterally:
 - 6.3.1. by notifying the Client in writing at least 2 (two) calendar months in advance. In the aforementioned case, the Bank shall not have to explain the termination of the Agreement;
 - 6.3.2. by informing the Client in writing without a term for advance notice if:
 - 6.3.2.1. if the Client does not fulfil or improperly fulfils his/her obligations provided for by the Agreement and/or the General Conditions;
 - 6.3.2.2. the Client has submitted false information or forged documents to the Bank;
 - 6.3.2.3. the Client has not made any transactions in 12 (twelve) consecutive calendar months and the balance of the Maxi Account does not exceed 50 (fifty) Estonian kroons;
 - 6.3.2.4. if the Bank suspects that the Client or the monetary resources on Maxi Account are bound up with legalization of the resources received by a criminal way or financing of terrorism or the source of the monetary resources on Maxi Account is illegal.
- 6.4. The Bank, before close of Maxi Account, writes-off the monetary resources due to the Bank in accordance with the Agreement or other agreements concluded with the Bank and the rest of the monetary sum should be paid to the Client or transferred to the account indicated by him/her.
- 6.5. The termination of the Agreement for any reason shall not exempt the Client from the obligation to pay to the Bank all fees prescribed, compensate for the damages caused and perform all contractual obligations that have not been performed at the moment of termination of the Agreement.

7. Other terms

- 7.1. All notifications of the Bank and other information shall be sent to the actual address of the Client, which is noted in the Application or sent later to the Bank in writing.
- 7.2. The Client is obliged to immediately inform the Bank about all the amendments in the data and/or documents presented to the Bank by the Client upon opening Maxi Account and within the term of validity of the Agreement. In the case of presentation of wrong or incomplete data or their presentation not on time, the Client should compensate the Bank all the losses inflicted as a result of non-fulfilment of the mentioned condition.
 - 7.2.1. The Bank shall have the right to unilaterally amend the price list of the Bank and Terms by informing the Client thereof according the General Conditions. If the Client does not agree with the changes made by the Bank, the Client is entitled to terminate the Contract in accordance with the procedure stipulated in the present contract by fulfilling all the contractual obligations before the Bank.
 - 7.2.2. The Bank shall inform the Client of the changes in the price list of the Bank and Terms, in the offices of the Bank, on the website on the Internet (www.citadele.ee) or in any other manner (e.g., through mass communication means) at least 15 (fifteen) days prior to the enforcement of the changes. If the Client does not agree to the changes introduced by the Bank, the Client shall have the right to withdraw from the Agreement, performing all contractual obligations before the Bank.
- 7.3. Any disputes, disagreements and claims arising from the Agreement or regarding the Agreement, and infringement, termination or declaration of invalidity thereof shall be definitively settled in the court in compliance with the legislation of the Republic of Estonia.