

# Application

For opening and servicing of a Temporary Account for share capital contribution

Citadele

Company being founded (hereinafter referred to as the Client) \_\_\_\_\_

Company name \_\_\_\_\_

Legal address \_\_\_\_\_

Phone number \_\_\_\_\_ E-mail \_\_\_\_\_

Area of activity  
(description of economic activity) \_\_\_\_\_

Code for the type of economic activity (NACE) \_\_\_\_\_

Client's founders (representatives) - private persons \_\_\_\_\_

Name, surname	Personal identification number	Date of birth	Identification document				
			Type	Number	Date of issue	Issuing country*	Issuing authority*

\* – to be filled in by non-residents

Client's founders (representatives) - legal persons \_\_\_\_\_

Company Name		Registration Number	Company Address		Date of registration		
Representative of the Company							
Name, Surname	Personal identification number	Date of birth	Identification document				
			Type	Number	Date of issue	Issuing country*	Issuing authority*

Company Name		Registration Number	Company Address		Date of registration		
Representative of the Company							
Name, Surname	Personal identification number	Date of birth	Identification document				
			Type	Number	Date of issue	Issuing country*	Issuing authority*

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\* – to be filled in by non-residents

If the share capital is EUR 50,000 or above, please indicate the source of funds and provide a brief description:

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If this application is signed with a secure electronic signature and submitted electronically to the Bank together with the signed foundation decision/agreement, the temporary account number will be sent to the Client's founder electronically to the email address indicated in the application.

**Signature of the Client's founders (representatives)** \_\_\_\_\_

I have read and agree to the General Terms of Business, Current Account Terms and Conditions and Price List of the Bank, which are available on the Bank's website [www.citadele.ee](http://www.citadele.ee) and in the client service units of the Bank. I have been provided with the information about the protection of deposits in accordance with the Law on Deposit Guarantees of the Republic of Latvia.

I am informed that SC Citadele banka processes personal data for opening and servicing a temporary account, anti - money laundering, sanctions management. Processing includes document verification, gathering data from public registers, and communicating with me. SC Citadele banka protects privacy and rights in accordance with the Privacy Protection Rules available on the Bank website: <https://www.citadele.ee/en/useful/personal-data/>. I am aware that

I am obliged to inform other individuals if I provide their data in the application and that I am responsible for ensuring the accuracy of the provided data.

I hereby request the opening of a temporary account with SC Citadele banka (hereinafter the Bank) for contribution of the Client's share capital and agree to abide by the following Temporary Account Terms and Conditions.

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Name, surname \_\_\_\_\_

Signature \_\_\_\_\_

## Notes of the Bank \_\_\_\_\_

(for applications signed in person in the Bank)

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Temporary account number EE \_\_\_\_\_

Date of opening of a temporary account \_\_\_\_\_

Representative of the Bank \_\_\_\_\_

## Temporary Account Terms and Conditions \_\_\_\_\_

### 1. General

1.1. The application for opening and servicing of temporary account for share capital contribution (the Application) of the company being founded and these Temporary Account Terms and Conditions constitute a Temporary Account Agreement (the Agreement) between the Bank and the Client (the Parties).

1.2. The Agreement shall take effect from the moment the Bank opens a temporary account for the Client.

1.3. In other matters not regulated in this Agreement, the Parties shall abide by the Bank's General Terms of Business (the GTB) and Terms and Conditions of Current Account available in the customer service units and website of the Bank on [www.citadele.ee](http://www.citadele.ee).

1.4. The Agreement is governed by Estonian law.

1.5. Any and all disputes arising from the Agreement shall be settled in accordance with the GTB.

### 2. Use of Temporary Account

2.1. The temporary account is a limited-use single-currency account in euro for share capital contribution upon foundation.

2.2. Share capital contributions to the temporary account can only be made via an account opened in a credit institution operating in a contracting state of the European Economic Area (EEA) or in the branch of a foreign credit institution established in a contracting state of the EEA. Cash contributions cannot be made.

2.3. The Client may use the funds contributed to the temporary account only after entry into a current account (the Account) agreement with the Bank and conversion of the temporary account into Account.

2.4. The Bank applies the fees and charges to the temporary account as indicated in the Bank's Price List. The Bank will debit the fees and charges to the current account without a separate instruction from the Client.

2.5. The Bank shall pay interest for the funds on the temporary account at the rate applicable to the Accounts.

### 3. Conversion of Temporary Account into Account

3.1. The Client shall convert the temporary account into the Account within 6 (six) months from the effective date of this Agreement.

3.2. To that end the Client shall sign the Account agreement with the Bank.

3.3. The Bank may refuse such conversion, if the Client fails to provide information required by the Bank to apply the due diligence measures prescribed by law or in the cases provided for in the GTB.

3.4. If the Client is not entered in the Commercial Register, the temporary account will not be converted into the Account. In that case the funds on the temporary account can only be disposed of in accordance with the relevant court ruling.

### 4. Termination and Expiry

4.1. The Agreement expires with the signing of the Account agreement between the Client and the Bank and consequent conversion of the temporary account into the Account.

4.2. The Bank terminates the Agreement and closes the temporary account without an advance notice if no contributions have been made to it within 6 (six) months from opening.

4.3. In the case provided for in clause 3.4 above, the Bank shall terminate the Agreement and close the temporary account after making the payments set out in the court ruling. Before closing, the Bank shall credit to the temporary account the interest subject to payment and debit to the temporary account the fees and charges payable to the Bank.