

Terms used in the Terms and Their Interpretations

Reference Currency Rate – a currency exchange rate which is defined by the Bank and used to determine prices of certain Services. Information on it is available via Citadele Online Banking, in Bank's customer service centres and on the website of the Bank.

Reference Interest Rate – an interest rate which is defined by the Bank and used to determine prices of certain Services. Information on it is available via Citadele Online Banking, in Bank's customer service centres and on the website of the Bank.

Account – the Client's account in the Bank that is used for making of the Payment.

Account information service provider – payment service provider which provides online consolidated information on payment accounts held by Customer with another payment service providers.

Bank – Joint Stock Company Citadele Banka, unified registration No 40103303559, legal address: Republikas laukums 2A, Riga, LV-1010, e-mail: info@citadele.lv.

Banking Day – a business day of the Bank specified in the Pricelist and time when the Bank executes Payment Orders.

Client – a natural person or legal person who uses services of the Bank.

Consumer – the Client – natural person who uses a service of the Bank which is not connected with his/her economic or professional activity.

Correspondent Bank – a bank necessary to execute the Payment and where the Bank has opened a correspondent account.

Order – any order submitted by the Client that is binding upon the Bank, including the Payment Order.

Parties – the Client and Bank, jointly.

Password – a word agreed upon in the Service agreement or otherwise with the Bank used by the Customer for remote authentication through phone

Payee – a natural or legal person that is specified in the Order or in the Payment Order who is the recipient of the Payment Amount.

Payer – a natural or legal person who assigns its bank to execute the Payment.

Payment – an action initiated by a natural or legal person with intent to receive or transfer cash or non-cash funds in the specific amount.

Payment initiation service provider – payment service provider which provides a service to initiate a payment order at the request of the Customer with respect to a payment accounts held at another payment service provider.

Payment Amount – an amount of money and currency specified in a document on the grounds of which the Payment is executed.

Payment Order – the Payer's order to the Payer's bank to execute the Payment that involves transfer of cash or non-cash funds.

PSL Payment – the Payment subject to norms of the Payment Services and Electronic Money Law, i.e. the Payment initiated by the Client in euro and in other national currencies of member states of the European Union (EU) and European Economic Area (EEA) to a bank account based in the EU and EEA countries as well as incoming Payments in the Account in euro and Payments in the national currencies of member states of the EU and EEA from a bank based in the EU and EEA.

Pricelist – a pricelist for products and services of the Bank effective at the moment of rendering of the Service.

Service – the Payment service, banking operation or other service provided by the Bank.

Service Agreement – any agreement concluded between the Parties on receipt of the Service. Loan and deposit agreements and similar arrangements governing loan and savings products shall not be deemed to be the Service Agreement within the meaning of the Terms.

System – remote banking system of the Bank (Citadele online banking, Gateway, etc) for the use of which a respective Service agreement has been concluded between Customer and the Bank.

Terms – these General Terms of Business.

General Provisions

1. The Terms govern legal relations between the Client and Bank that are established upon conclusion of any Service Agreement, as well as states the procedure for execution of the Payments. The Terms govern legal relationship between the Bank and Client that is not regulated in the Service Agreements. If legal relations between the Bank and Client governed by the Terms are regulated differently in the Service Agreement, provisions of the specific Service Agreement shall prevail.

2. The Terms are binding upon the Client and Bank. Upon applying for the Service and/or establishing business relation with the Bank, the Client certifies that he/she has read the Terms, agrees with them, recognizes them as binding upon oneself, and undertakes to observe them, as well as the Client is informed that if the Bank identify the Client only remotely, the Bank is entitled to determine the limits of use the Service on its own discretion.

3. The Client has the right to request for the Bank and receive the Terms and the terms of Service on paper.

4. The Client is responsible for the accuracy and completeness of information specified by the Client in the Orders as well as for lawfulness of banking transactions initiated by the Client;

4.1. to submit the Orders to the Bank the Client may use the System. In this case, for submission of an Order the Client shall authenticate himself in accordance with the procedure stated in the respective System Service Agreement;

4.2. the Client can submit such Orders by telephone, if such Orders submission is accepted by the Bank at the respective moment. In case the Order is submitted by telephone, the Client shall authenticate himself using the data requested by the Bank: by the password stated in any Service Agreement or the Password provided in any other agreed manner or Client's card number, or the telephone number of the Client registered in the Bank or according to the other procedure determined by the Bank;

4.3. Either the Bank or the Client is entitled to initiate and perform the Services, as well as to initiate and fulfill activities related to the Services by telephone, using the information service of the Bank, in case the Client could be identified by telephone pursuant to the requirements of the Bank, for example, by Citadele online banking authorization device or its generated authenticator.

5. The Client is informed about and agrees to the fact that the Bank, executing the Payments and performing other banking operations upon the Client's instruction, uses services of third parties including services of the Correspondent Banks.

6. The Client shall pay to the Bank the remuneration for the Service stipulated in the Pricelist or Service Agreement.

7. The Client shall immediately inform the Bank:

7.1. about any changes in the information specified in the Service Agreements or other documents submitted to the Bank including:

- for natural persons: about change of the name, surname, declared or actual place of residence, telephone number and other contact information, change of identity document as well as initiation and course of insolvency proceedings;
- for legal persons: about change of the name, legal person form, legal or actual address as well as about change of persons entitled to represent the Client or about changes in their signatory powers. A legal person shall also inform the Bank about reorganization of the legal person, initiation of insolvency, legal protection processes, termination of activity, striking off the commercial register and other material changes;

7.2. about loss or theft of identity documents of the Client – natural person or other cases when identity documents get at the disposal of third parties against the Client's will;

7.3. about loss, theft of a remote authentication device/authorization device issued by the Bank or other cases when it gets at the disposal of third parties against the Client's will;

- 7.4. about any circumstances that may adversely affect fulfilment of the Client's obligations under the Service Agreement.
8. The Bank has the right to make copies of documents submitted/presented by the Client/Client's representative/Payer to the Bank (including documents submitted for identification or recognition of the Client/Client's representative/Payer).
9. The Bank has the right not to provide services to the Client, if the Client is in a state of alcoholic intoxication, is under influence of intoxicants as well as in cases if the Client's action/inaction raises doubts in his/her ability to represent himself/herself and dispose of his/her property, or if the Client behaves in an unseemly manner and disturbs the operation of the Bank and poses a danger for the wider public
10. In relation to the prevention of money laundering or terrorist and proliferation financing, the Bank shall have the right to refuse co-operation with the Customer, including to refuse/refrain from Payment execution, if the Customer or a person related thereto, including its beneficial owner, is a person:
- 10.1. against whom sanctions and/or restrictions of international organizations or sanctions and/or restrictions applied to/by specific countries' or other international or local sanctions of the Republic of Latvia.
 - 10.2. The Payment order initiated by the Customer or in favour of the Customer is directly or indirectly related to a person against whom international sanctions or international sanctions of the Republic of Latvia or the Republic of Latvia have been imposed;
 - 10.3. The Bank has knowledge or suspicions that the Customer, its beneficial owner or any person related to the Customer has performed or attempted to carry out activities aimed at money laundering or financing of terrorism and proliferation;
 - 10.4. The Customer is subject to the Law on the Prevention of Money Laundering or Terrorism and Proliferation Financing, whose activities do not comply with the requirements of the regulatory enactments regulating the area of money laundering and terrorism financing.
11. The Bank shall not be obliged to explain in detail to the Customer the reasons for refusal to cooperate, including Payment execution, in accordance with Article 10 of the Terms.

Changes in the Pricelist, Terms, terms of Service

12. The Bank has the right to amend the Pricelist, Terms, and terms of Service unilaterally.
13. The Bank informs the Client about the planned amendments of the Pricelist/terms of Service prior they come into force in accordance with requirements of effective regulatory enactments and according to the procedure and within the term stipulated in the corresponding Service Agreement. Information about any planned amendments of the Pricelist, Terms, terms of Service before they come into force is available to the Client in client servicing structural divisions of the Bank, website of the Bank www.citadele.lv, as well as the Client may receive it by calling the information service of the Bank.
14. If the Client disagrees with amendments/changes of the Pricelist, Terms or terms of Service, the Client has the right to terminate the Service Agreement observing the procedure stipulated in the Service Agreement until the day when amendments/changes come into force.
15. The Client may receive up-to-date information on services of the Bank and the Pricelist in client servicing structural divisions, via Citadele Online Banking, on the website of the Bank www.citadele.lv as well as by calling the information service of the Bank. The Client may also find information about client servicing structural divisions of the Bank located in Latvia and abroad on the website of the Bank.
16. Changes in a Reference Currency Rate and Reference Interest Rate are applicable and binding for the Client without prior notice and is in force immediately after the Bank has made a decision. Reference Currency Rate and Reference Interest Rate changes are possible during one day (date), and a Reference Currency Rate applicable for the currency exchange and/or a Reference Interest Rate applicable for the Service during a transaction can be checked via telephone by calling the information service of the Bank.

Client's Identification and Powers to Operate the Account

17. The Bank identifies the Client in accordance with the procedure stipulated in the effective legal acts of the Republic of Latvia and the internal legal acts of the Bank.
18. The Client and/or Client's representative, upon request of the Bank, shall submit to the Bank documents and information that is necessary for identification of the Client/Client's representative and

updating of the Client's identification data.

19. Establishing business relationship with the Client – natural person, the Bank identifies the Client against a passport, identity certificate or other document certifying identity stipulated in the binding legal acts, but further, servicing the Client, the Bank has the right to identify the Client also against other document stipulated in the internal client identification regulations of the Bank or according to other procedure determined by the Bank.

20. The Bank identifies a legal person against foundation and registration documents as well as, if necessary, using information from public sources. The Bank identifies the Client's representative – natural person in accordance with the procedure stipulated in Clause 18 of the Terms.

21. The following persons are entitled to dispose of the funds on the Account on behalf of the Client:

21.1. if the Client is a natural person – the Client himself/herself or the Client's authorized person on the grounds of a power of attorney drawn up in accordance with requirements of the Bank;

21.2. if the Client is a legal person – its representative on the grounds of a document proving the right of representation.

22. The Client's representatives or authorized persons shall submit/present to the Bank documents certifying identity and the right to operate the Account before starting operation of the Account. The holder of the Account shall clearly express in writing his/her will to grant any third party the right to operate the Account and sign documents on one's behalf giving the Orders and/or concluding transactions with the Bank.

23. The holder of the Account has the right to revoke a power of attorney issued to a third party notifying the Bank in writing thereof, including via Citadele Online Banking.

24. The Bank is not obliged to verify the validity of a power of attorney (including the fact of revocation thereof), except if the power of attorney issued by the Client (natural person) to a third party has been executed in the presence of an employee of the Bank. The Bank is not responsible for transactions in the Account if the Client has not notified the Bank of revocation of a power of attorney in writing, including via Citadele Online Banking.

Calculation of Interest on the Client Account Balances, Withholding of Funds from the Account

25. The Bank calculates interest on the funds in the Client's Accounts for those types of accounts and in those currencies that are specified in the Pricelist.

26. If the Bank is granted the right or power to debit the Account (Accounts) of the Client in the cases, which are stipulated in a loan agreement/guarantee, under the agreement concluded by the Client and Bank, which stipulates granting of a loan to the Client in any manner, or under which the Client undertakes to guarantee fulfilment of obligations of a third party on behalf of the Bank, the Bank has the right to debit the Account without the Client's separate Order, if necessary, converting funds into the corresponding currency using a Reference Currency Rate, applying the commission fees stipulated in the Pricelist, and transfer the funds for fulfilment of the Client's obligations on behalf of the Bank.

Incoming Account Payments Crediting Funds to the Account

27. Pursuant to the procedure stipulated in the Terms, the Bank credits funds to the Account that are due to the Client as the Payee of the incoming Payment.

28. Cash is credited to the Account drawing up the Order of a form approved by the Bank. Funds are deposited in the Account at the moment when the cash is deposited if the deposit is made in the currency of the Account.

29. Incoming PSL Payments addressed to the Client are credited to the Account not later than on the day when the Bank receives a documented confirmation of crediting of the Payment Amount to the correspondent account of the Bank with the Correspondent Bank. Upon crediting of the Payment Amount to the Account, the Bank withholds the commission fee stipulated in the Pricelist.

30. Payments addressed to the Client, except for those stipulated in Clause 29 of the Terms, are credited to the Account not later than the day when a message is received from the Correspondent Bank or the Payer's bank about execution of the respective Payment and a statement is received from the Correspondent Bank showing that the respective amount is transferred to the correspondent account of the Bank.

31. The Bank makes a cash transfer or non-cash transfer to the Account only upon receipt of the following information:

- 31.1. the Client's Account number (IBAN – 21 characters, beginning with "LV ...").
- 31.2. Information about the Client:
- 31.2.1. a natural person's name, surname; or
- 31.2.2. the name of a legal person.
32. In the cases specified by applicable laws and regulations the number of the Account of the Payee specified in the Payment Order is deemed to be a unique identifier within the meaning of the Payment Services and Electronic Money Law and is sufficient ground for Payment order processing. The payment shall be deemed to have been executed correctly if it has been executed in accordance with the specified IBAN standard account number. Nevertheless the Bank has the right not to credit the received Payment Amount to the Account, if the specified Payee's Account number (IBAN) is correct, i.e. the Account with such number has been opened in the Bank, but the rest of information related to the Payment submitted to the Bank, including the Payee's name and other identification data, does not coincide with the existing data of the holder of the respective Account available to the Bank. If the Bank exercises its right stipulated in this Clause, then the funds received from other payment service providers shall be transferred back to the Payer's payment service provider or a request shall be sent to the Payer's payment service provider to clarify the Payee's details. Upon crediting of the Payment Amount to the Account, the Bank withholds the commission fee stipulated for this service in the Pricelist.
33. The Bank shall have the right to suspend crediting of the Customer's payments for the time necessary for obtaining and evaluating information and documents, complying with regulatory or other regulatory enactments regulating the field of money laundering or terrorism and proliferation financing, as well as requirements or restrictions set by correspondent banks.

Transfers from the Account

Receipt of the Client's Payment Orders at the Bank

34. The Payment Order is deemed to be received at the moment when it is delivered and submitted in a place of acceptance of the Orders determined by the Bank (for example, when the Client transfers the Payment Order to a client servicing structural division of the Bank or sends it via System or via Payment initiation service provider, and when the Bank respectively receives it on the Bank's server. If the Client submits the Payment Order by telephone, then it is considered as accepted at the moment when the Client by confirms correctness of Payment Order prepared using the Client's submitted information and it's conformity to the Client's will).
35. The Bank may determine the moment when acceptance of the Payment Order is discontinued. The moment up to which (at the latest) the Client may submit the Payment Order to the Bank is specified in the Pricelist. The Banking Day after the end of which it is considered that the Payment Order is submitted on the next Banking Day is specified in the Pricelist of the Bank.

Beginning of the Term of Execution of the Payment Order

36. The term of execution of the Payment Order starts from the moment when the Payment Order is received at the Bank, taking into account that if the Payment Order is received after the Banking Day specified in the Pricelist, execution of the Payment Order is commenced on the next Banking Day.
37. If the Bank and Client agreed that the term of execution of the Payment Order starts on a specified day or at the end of some specific period of time or on the day when the Client transfers to the Bank the funds necessary to execute the Payment Order in the currency specified in the Payment Order, the Bank shall observe the term specified in the Payment Order or the term of commencement of transfer agreed upon in some other manner. If the agreed term falls on a day that is not the Banking Day, the term starts on the next Banking Day.
38. The Bank executes the Payment Orders in currencies specified in the Pricelist.

Information Required for Execution of the Payment Order and the Term of Execution

39. The Bank has the right to set the minimum information requirements for the execution of the Payment and these are reflected in the Payment Order form (paper form, electronic form, service technical specification, etc.). The Customer may obtain more detailed information on the data necessary for the execution of the Payment Order at the Customer Service Units, including by calling the Bank's Information Service, on the Bank's website, or in the Help section of Citadele Online Banking.

40. The Bank shall ensure that the Payment Amount is delivered to the Payee's bank not later than the term of execution of the Payment Order specified in the Pricelist.
41. The Bank is entitled to transfer all information received from the Customer regarding the Payment to the Payee's Payment Service Provider for execution of the Payment, including the Customer's personal data specified in the Payment Order.

Submission and Authorization of the Payment Order

42. The Client submits the Payment Order to the Bank in the manner and form determined by the Bank.
43. The Bank has the right to execute the Payment Order only on the grounds of the Payee's account number specified therein. The Bank does not bear responsibility, if the Payee's account number specified in the Payment Order is incorrect or inaccurate.
44. The Client shall make sure that the data of the Payment Order submitted in written is legible, complete and correct. If the data is illegible, incomplete or incorrect, the Bank may refuse to execute the Payment Order in accordance with provisions of Clause 54 of the Terms.
45. The Client authorizes the Payment Order by his/her signature or in another manner and form agreed with the Bank (for example, submits the Payment Order via System and the Client is identified in accordance with provisions of the respective Service agreement, through Payment initiation service provider, or submits the Payment Order by telephone and is identified by Password or Client's card number, or the telephone number of the Client registered in the Bank, or submitted other data requested by the Bank). If the Client or Client's representative in case of legal person submits the Payment Order in a client servicing structural division in person, the Bank, according to the procedure stipulated in the internal terms governing identification of the Clients and acceptance of the Payment Orders, checks up whether the signature of the Client/Client's representative specified on the Payment Order visually differs from the signature specified in the Client's/Client's representative's identity document (also in a driver's licence, if the internal terms of the Bank governing identification of the Clients permit acceptance of a driver's licence in the corresponding case. .
46. The Bank does not bear responsibility for withdrawal of funds from the Account on the grounds of a forged/illegally drawn up and submitted Payment Order, if the signature specified in the Payment Order visually corresponds to the person's signature in the identification document presented by the Client/Client's representative ; or if the Payment Order has been received using a System or through Payment initiation service provider and the Bank has correctly identified the Client according to requirements of the Service Agreement governing provision of that System, or if the Payment Order received by telephone and the Bank identified the Client according to the procedure stated in these Terms.
47. Upon the Client's request, prior to execution of the Payment Order, the Bank informs the Client about the maximum period of time necessary for execution of this transfer as well as about a commission fee that the Client shall pay for execution of the transfer and, if necessary, also the transcript of the commission fee.
48. The Bank is entitled to suspend enforcement of the Customer's payments for the period of time necessary for obtaining and evaluating information and documents, complying with regulatory or other regulatory enactments in the area of money laundering or terrorist and proliferation financing, as well as requirements or restrictions set by correspondent banks.

Revocation of the Payment Order

49. After the moment when the Payment Order is received at the Bank it becomes irrevocable excluding the case mentioned in Clause 50 of the Terms, or if the Client and the Bank has not reached a separate agreement in this regard. Payment orders submitted to the Bank through Payment initiation service provider, including payment orders with future value date, are considered as irrevocable.
50. If the Bank and Client have agreed on a specific day of execution of the Payment Order, the Client may revoke the Payment Order until the end of the Banking Day preceding the day of execution of the Payment Order. This is not applied to Payment orders submitted to the Bank through Payment initiation service providers The Banking Days and the time before which the Client may submit the Payment Orders to the Bank during the Banking Days is specified in the Pricelist.
51. If the Account, executing the Payment Order submitted by the Client, has already been debited, the Bank does not guarantee refunding of the Payment Amount to the Client. In order to return the transferred

funds, the Bank contacts the Correspondent Bank or Payee within its limits. The Bank refunds the Payment Amount to the Client only in case, if funds have been received from the Correspondent Bank or Payee. The Customer shall not be refunded the fee for revocation of the Payment if the respective amount is not recovered from the Correspondent Bank or the Payee.

Execution of the Payment Order

52. The Bank executes the Client's Payment Order, if it has the information that is necessary to execute a transfer and that has been submitted to the Bank according to the procedure stipulated in Clause 34 of the Terms, if the Client has authorized/confirmed the Payment Order and there are funds necessary to execute the transfer in the Account to be debited in the currency specified in the Payment Order.

53. The Client may receive information about execution of the Payment Order in accordance with the procedure stipulated in Clauses 73 and 74 of the Terms.

Refusal to Execute the Payment Order

54. If the minimal requirements necessary for execution of a Payment order are not fulfilled, the Bank may refuse to execute the Client's Payment Order. The Bank informs the Client about it not later than within the term during which the Bank shall execute the Payment Order in accordance with the Pricelist. Information about refusal to execute the Payment Order may be transferred to the Client via System od in any other manner, about which the Bank has agreed with the Client. The Bank, to the extent possible, informs the Client about reasons of refusal as well as about possibilities to eliminate the mistakes due to which the execution of the Payment Order has been refused.

55. The Bank has the right to withhold a commission fee for notifying the Client of a justified refusal to execute the Payment Order, if such fee is provided for in the Pricelist.

56. The Bank has the right not to execute the Payments initiated by the Client and/or suspend execution of banking operations in the Account in any of the following cases:

56.1. the Bank has received confirmed information about death of the Client – natural person;

56.2. The Client has not submitted to the Bank documents requested by the Bank that is necessary for identification of the Client or the Client's representatives or updating of the Client's identification data;

56.3. the Client has submitted untrue or incomplete data about himself/herself to the Bank;

56.4. as a result of non-fulfilment of obligations the Client has a debt owed to the Bank.

Additional services related to Payments and Accounts

57. In accordance with the applicable regulatory enactments, the Customer shall have access to the Payment Initiation Service through the Payment Initiation Service Provider or Account Information Service through Account Information Service Provider, which enables the Customer to initiate a Payment (in case of PISP) or get account information online (in case of AISP) without contacting/accessing the payment institution with which the account is opened.

58. The Bank does not take any responsibility for behaviour or actions of Payment Initiation Service Provider or Account Information Service Provider except cases described in applicable regulatory enactments. Contractual relationships with Payment Initiation Service Provider or Account Information Service Provider remains with the Client.

59. The Bank shall be entitled to offer to the Customer a list of the Payment Initiation Service Providers / Account Information Service Providers selected by the Customer in one or more System channels. However, the Customer may only unsubscribe from service provided by the Payment Initiation Service Provider or Account Information Service Provider solely by contacting the respective service provider.

60. The Bank is entitled to offer to the Customer a Payment Initiation Service / Account Information Service in relation to the Customer's accounts opened with other payment service providers, provided that the Customer has agreed to receive such services in accordance with the procedure established by the Bank.

61. When selecting and using a Payment Initiation Service / Account Information Service, the Customer shall exercise due diligence with regard to the Payment Initiation Service Provider / Account Information Service Provider, including how clearly the respective Service Provider informs about the Client about the terms and

conditions of service, how appropriate it is with regards to the Customer's needs, the environment in which the Customer's data is processed, and what information about the reliability of the respective service provider is available.

62. The Bank shall have the right to deny access to an Account to a Payment Initiation Service Provider / Account Information Service Provider where there is an objective justification for such a prohibition under applicable law.

Responsibilities of the Parties

63. The Bank and the Customer, each to the extent of their rights and obligations, shall be liable for compliance with the Terms and indemnification of the other Party. In cases where the liability of the Parties is determined not only by the Terms but also by the applicable Terms of Service, the relevant Terms of Service shall prevail.

64. The Bank shall not indemnify the Customer for any loss incurred by the Customer as a result of unauthorized Payment orders if the Customer has acted unlawfully, including in violation of the applicable Terms of Service or applicable law.

65. The Customer shall be responsible for timely acquaintance with the transactions executed in the Account.

66. The Bank is not responsible for the execution of the Payment Order, if the Payment Order submitted to the Bank has been executed in accordance with the data of the Payee and Payee's bank specified in the Payment Order and the Bank has duly and timely transferred the Payment Amount to the Payee's bank.

67. The Payment, during execution of which the Payment Amount has been credited to the Payee's credit institution after the end of the term of execution of the Payment Order specified in the Pricelist, is not considered as non-executed Payment or the Payment executed in error.

68. The Bank is not responsible for rejection or delay of a Payment Order caused by a reason, which is beyond Bank's influence or control.

69. The Bank shall not be liable to the Customer for unauthorized or erroneous Payment, if the Customer has not informed the Bank immediately after becoming aware or should have become aware of such Payment in accordance with the applicable Terms of Service. If the Customer - the Consumer has not submitted a respective notice to the Bank within 13 months or the Customer, who is not a Consumer - within 3 (three) months after debiting the Account, the Bank shall be entitled to consider that the Customer does not have the respective Payment Claim.

Informing the Client about the Account Balance, Sending and Receiving of the Documents

70. The Client may receive general information about the balance of the Account as of the respective moment by telephone stating or using identifiers stipulated by the Bank.

71. By concluding the Service Agreement on opening of the Account, the Password is specified in the Service Agreement

72. Complete information on transactions performed in the Account is at all time available to the Client in the electronic form using System the following information is available:

72.1. the Payment Amount and currency, in which the amount is debited from the Account/credited to the Account;

72.2. reference allowing the Client as the Payer or Payee to identify an outgoing or incoming Payment – information about the Payee, if the Client is the Payer, and information about the Payer and other information specified in the Payment Order, if the Client is the Payee;

72.3. the commission fee that the Client shall pay for transfer or receipt of the Payment Amount in accordance with the Pricelist;

72.4. the currency exchange rate used to execute transfer or receipt of the Payment Amount, corresponds to the Reference Currency Rate, which is in force upon payment execution. If the Client is the Payer, the Payment Amount and the currency exchange rate after the currency conversion is specified, if the currency conversion has been made. If the Client is the Payee, the Bank also specifies the Payment Amount before the currency conversion, if the currency conversion has been made, and the currency exchange rate;

72.5. the valuation date when the Payment Amount is debited from the Account (if the Client is the Payer) or valuation date when the Payment Amount is credited to the Account (if the Client is the Payee).

73. The Bank issues account statements with the information mentioned in Clause 72 of the Terms to the Clients in a printed (paper) form observing the following conditions:

73.1. the Clients may receive information on the transactions performed in the Account for a fee, if it is stipulated in the Pricelist, in

client servicing structural divisions of the Bank during business hours of the Bank;

73.2. the Consumers may once a month receive information on the transactions performed in the Account free of charge in client servicing structural divisions of the Bank during business hours of the Bank.

73.3. If the Client requests additional information from the Bank in addition to the information specified in Clause 72 of the Terms, or requests information using other communication channels, or wants to receive information more frequently than provided for in the Terms, the Bank has the right to request a fee for provision of such information.

74. An account statement and other documents of the Bank related to rendering of services of the Bank (including letters, notices) may be sent to the Client as follows:

74.1. The Bank sends documents to the Client by mail to the Client's address specified by the Client. If the Bank receives the Client's request to send him/her the documents related to servicing of the Account or other services of the Bank, the Bank reserves the right to request the Client to visit the Bank in person;

74.2. the Bank also sends informative letters about services of the Bank and/or third parties to the Client by mail, e-mail, via System. The Client has the right submitting an application in writing or submitting the Order in Citadele Online Banking to refuse to receive information about services of the Bank and/or third parties.

75. The Client is informed, that contact information (for example, address, telephone number, e-mail address, etc.) submitted to the Bank by the Client, providing them in the documents submitted to the Bank, the Bank shall use to authenticate the Client and for communication with the Client..

76. A document sent by mail (letter, registered letter, etc.) is considered duly sent to the Client, if it has been sent to the respective Client's address specified by the Client.

77. A document executed and sent electronically is considered sent to the Client, if it has been sent to the respective Client's e-mail address/telephone number specified by the Client, observing the procedure stipulated in the agreement.

78. When sending documents or electronically, the Client shall make sure that the Bank has received the document that has been sent.

Currency Exchange at a Special Rate

79. The rules of this section apply to the non-cash special rate currency exchange.

80. If the transaction amount is greater than the amount set by the Bank, during the Bank's head office working hours the Client can request a special currency rate (better than standard rate) by means of:

- telephone, by calling the brokerage desk of the Bank;
- in any of the Bank's customer service centres;
- using the System.

81. If the Client is using the telephone to conclude the currency exchange transaction, the transaction is binding to both Parties from the moment when they have come into agreement on the following transaction details:

- the currency that the Client is selling to the Bank and the currency that the Client is buying from the Bank;
- the sum of currency that the Client is selling to the Bank in the exchange deal and/or the sum of currency that the Client is buying from the Bank (if there is only one of the sums known, the other sum is calculated mathematically);
- Currency exchange rate.

82. Concluding currency exchange transactions the Bank identifies the Client by means of Client's card number/ Password and/or telephone password (that is stipulated in the Service Agreement or in any other agreement between the Parties). The person that is using the means above is deemed by the Bank as a person eligible to conclude currency exchange transaction on behalf of the Client and on Client's account. The transaction can not be deemed as not in force only because it has been concluded by telephone. The Bank is recording all the calls that can be used as evidence, including in the court.

83. If the Client is requesting the currency exchange at a special rate by means of the System or in person in the Bank, the Bank accepts Client's request which should have the currency that the Client is willing to buy from the Bank, the currency that the Client is willing to sell to the Bank, the amount of currency that the Client is buying or selling to/from the Bank as well as the Client's account number from which the sum of the exchange is debited, the account number where the exchange sum is credited, including when the exchange is made with a wire transfer. On the basis of the Clients request received, the currency exchange

transaction is concluded at the exchange rate offered by the Bank at the moment of execution of the Client's request.

84. The default value date of the currency exchange transaction (as mentioned in Clause 81 and Clause 83 of the Terms) is the day when the transaction is concluded. If the Client is requesting to conclude the transaction with a later value date, the Bank can ask for collateral and/or conclusion of an additional Service Agreement on this transaction.

85. The Bank can decline entering into the currency exchange transaction without providing any explanations.

86. The Client should ensure the currency available on his account/-s at the Bank when requesting the non-cash currency exchange. The Bank is entitled (but not obliged to) to block the sum for the exchange or deny the Client's request if there is not enough currency on the Client's account at the Bank.

87. If the transaction is concluded by telephone, the Client is obliged fill the form and to accomplish the transaction during the working hours of the Bank's head office. The Client fills in the form in the System by executing the currency exchange, payment with a currency exchange or by providing a free form order with the information on the Client's Bank account number from which the sum is debited and the exchange type. If the currency exchange is made within the Client's account/-s dedicated to deals in financial instruments, The Client should not take any action provided in this Clause.

88. If the Client:

88.1. has not filled the form for accomplishing the currency exchange transaction, concluded by telephone, the Bank is entitled to execute the currency exchange transaction by itself by writing off the sum that the Client sells to the Bank from any of the Client's Bank accounts and crediting the sum of the currency that the Client buys from the Bank to the same account, including if it is necessary, opening a new account position in the bought currency;

88.2. has not ensured the sufficient sum of currency on the account for the exchange transaction, The Bank is entitled to cancel the transaction, voiding the Client's request or concluding an opposite transaction with the same value date and with currency exchange rate that is available at the present moment to the Bank. If the performance of the opposite transaction leads to a loss to the Bank, then the Bank is entitled to use funds available at any of the Client's Bank accounts, for offset of the claims of the Bank against the Client, to cover the difference in currency exchange rates. If there are not enough funds to cover the losses, the Bank is entitled to book an obligation reflecting a negative balance in the corresponding currency and/or turn against the Client for debt collection.

89. In cases specified in Clause 88 of the Terms the Bank is entitled to deny any further requests for special exchange rates to the Client .

90. If a dispute arises between the Parties on the currency exchange transaction conclusion fact or the transaction request properties, the Bank is entitled to evoke the actions mentioned in Clause 88.2 of the Terms, without waiting for the resolution of the dispute.

Blocking, Closing the Account

91. The Bank may block the Client's Account at his/her request. In this case, incoming Payments will be transferred to the Account, but the Orders for cash withdrawal or transfer from the Account will not be executed.

92. To block the Account, the Client shall do one of the following:

92.1. submit to the Bank the corresponding application signed by the Client visiting the Bank or electronically using the System.

92.2. call the Bank, state the Account number, Password or the Client's card number and ask to block the Account. The Client shall submit the application specified in Clause 92.1. of the Terms not later than on the next business day, if the Client and Bank have not agreed upon another term during a telephone conversation, otherwise the Account will be unblocked.

93. The Bank unblocks the Account on the grounds of the Client's application (except for the case mentioned in the Clause 92.2. of the Terms).

94. In case of disputes regarding blocking of the Account of the Client – legal person, the Bank has the right to refrain from blocking or unblocking of the Account on the grounds of the Client's request until the moment when a decision of the Client's – legal person authorized institution on further actions regarding blocking/unblocking of the Account is submitted to the Bank.

95. The Bank blocks the Client's Account in the cases stipulated in regulatory enactments of Republic of Latvia or the Service Agreements.

96. Unless stipulated otherwise in the Service Agreement, the Bank has the right to close the Account, notifying the Client 2 (two) months in advance under the procedure stipulated in the Service Agreement.

97. The Bank has the right to terminate the Service Agreement unilaterally in the cases stipulated in regulatory enactments of Republic of Latvia or the Service Agreements. The Service Agreement is terminated when all the obligations arising from the respective agreement are fulfilled as well as when the Client has made to the Bank all the payments arising from these obligations.

98. The Account is also closed, if the Consumer has approached another Latvian bank with an application to transfer his/her payment relations from the Bank to another payment institution within the framework of the Unified Principles of Change of Natural Persons' Settlement Accounts approved by the Association of Commercial Banks of Latvia and no conditions stipulated in the Unified Principles of Change of Natural Persons' Settlement Accounts have been detected that would prohibit transfer of the Client's payments relations to another credit institution and closing the Client's Account at the Bank. The Account may also be closed, if the Bank makes a decision to terminate cooperation with the Client pursuant to norms of regulatory enactments.

99. Information on opportunities for the Consumers to transfer their payment relations from one bank to another bank is available in client servicing structural divisions of the Bank and on the homepage of the Bank in the Internet.

Claims process, dispute resolution and other terms

100. The Client shall submit claims regarding execution of the Orders as well as financial claims and other claims in connection with operations/transactions of the Bank to the Bank according to the rules described in this paragraph and the respective Service terms and conditions. The relevant claim process for the relevant Terms of Service is decisive.

101. Complaints regarding the fulfillment of the Terms, including Orders, the Customer may submit in written form to any of the Bank's Customer Service Centers, in Citadele Online Banking, and in the cases specified by the Bank by calling the Bank's information line.

102. The Client's claims regarding receipt of cash from the Account, including regarding the amount of issued money, authenticity or quality of banknotes and similar transactions, are examined, only if they are expressed during performance of the respective transaction and in the presence of the employee of the Bank who has performed the transaction. If the Client does not raise objections according to the procedure stipulated in this Clause, it is considered as the Client's implied consent to terms of the transaction, and the Bank does not accept the Client's claims related to such transactions at a later time.

103. Upon receipt of a claim according to which the Customer disputes / denies the Payment Authorization, the Bank shall reimburse the amount of the unauthorized Payment not later than within the next business day, if the claim appears to be justified in assessing the Payment confirmation type. However, the Bank may, in its sole discretion, continue to process claims for such and other reasons, and reimbursement to the Customer of the Payment Amount shall not be construed as acknowledgment of the Bank's liability for the unauthorized Payment or other circumstances stated in the claim.

104. In the event that upon initial assessment of the claim the Bank has reasonable grounds to suspect that the Customer has acted unlawfully and contrary to the Service Agreements concluded, the Bank shall be entitled not to refund the amount of the Contested Payment to the Customer, as well as to inform the supervisory and law enforcement authorities.

105. Continuing the examination of the claim after the refund of the Payment amount to the Customer and finding that the claim was not substantiated, the Bank shall be entitled to withhold the Payment amount refunded from the Customer's Account without prior notice and

coordination with the Customer, including reserve funds in the Customer's Account if the relevant amount is not available in the Customer's Account at the time of withholding.

106. In the event that the Customer submits to the Bank misleading and false information or performs other malicious actions when submitting a claim, the Bank shall be entitled to deduct from the Customer the expenses and losses of any Account, if any, incurred by the Bank in the course of reviewing the claim.

107. The Customer undertakes to provide the Bank in a timely manner with all information requested by it and otherwise cooperate in the settlement of the claim also in cases when the Bank has refunded the amount of the Contested Payment to the Customer.

108. The claim shall be deemed to have been received on the respective business day if it has been submitted by the Customer and accepted by the Bank by 14:00. Claims submitted after the time specified, as well as on weekends and public holidays, will be deemed to have been filed on the following working day. In the pre-holiday period, the submission / acceptance time is reduced by one hour.

109. The Bank shall be entitled to unilaterally close the claim process as incorrectly initiated by informing the Customer thereof, if the information provided by the Customer is unclear and misleading and it is not possible to contact the Customer in due time through the channels indicated by the Customer for this purpose.

110. The Client has the right to submit a written claim to the Ombudsman of the Finance Association of Latvia in accordance with the terms and regulations of the Ombudsman. The Ombudsman of the Finance Association of Latvia is located at Doma laukums 8A, Riga, LV-1050.

111. The Consumer has the right to submit a complaint to the Consumer Rights Protection Centre, address: 55 Brīvības Street, Riga, LV-1010, with regard to issues included in its competence.

112. The procedure of acceptance of complaints and appeal is stipulated in the Consumer Rights Protection Law and Payment Services and Electronic Money Law.

113. The manner, in which any disputes and disagreements are settled regarding claims arising from any of the Service Agreement concluded between the Bank and Client, is stipulated in the text of the respective Service Agreement.

114. The Bank has the right to use funds in the Client's Account (Accounts) for offset of the claims of the Bank against the Client unilaterally, without separate Order of the Client or prior notification of the Client, as well as for collection of commission fees of the Bank and other payments, performing, if necessary, currency conversion at the Reference Currency Rate determined by the Bank at a moment of making of a transfer.

115. The Bank ensures the processing of the Client's and Client's Representative's data in the Bank in accordance with the Privacy Protection Rules approved by the Bank, which are available on the website of the Bank in internet.

116. The Client is informed, that according to the regulatory enactments binding upon the Bank, including its legitimate interests, the Bank has the right to provide information about the Client to companies of the group of the Bank and other related companies, as well as to receive information about the Client from the mentioned companies

117. The Bank has the right to record all telephone conversations between the Bank and Client with the aim to control the quality of the rendering of the service, as well as these audio records may be used as evidence in case of disputes. The Client will be informed on audio record of the conversation prior.

118. Operation of the Bank is supervised by the Financial and Capital Market Commission of the Republic of Latvia. The address of the Financial and Capital Market Commission: 1 Kungu Street, Riga, LV-1050.