

**1. Terms Used in the Terms of Service and Their Interpretations:**

- 1.1. **Bank** – Joint Stock Company Citadele banka.
- 1.2. **Notification** – the Customer's intention stated in the Order submitted to the Bank to make a payment from the Savings Account+ after the previous notification period of 35 (thirty-five) calendar days has passed, not including the submission date.
- 1.3. **Pricelist** – the current Unified Pricelist for services of the Bank.
- 1.4. **Application** – an application for receipt of the Service of the form approved by the Bank that is completed and signed by the Customer.
- 1.5. **Customer** – a legal entity that submits the Application to the Bank and with whom the Bank enters into the Service Agreement.
- 1.6. **Commission Fee** – a fee for access to funds on the Savings Account+ without the Notification, which is 1% of the amount to be transferred.
- 1.7. **Savings Account+** – an account, which is opened with the Bank under this Service Agreement and to which the Customer may deposit his/her funds, to replenish it without restrictions as well as to withdraw/transfer funds from it in compliance with the procedure set out in this Terms of Service.
- 1.8. **Service** – opening and servicing of the Savings Account+, including the execution of the Customer's Orders.
- 1.9. **Service Agreement** – an agreement of the Bank and Customer on opening and servicing of the Savings Account+, the integral parts of which are the Application and Terms of Service.
- 1.10. **Terms of Service** – these terms of opening and servicing of the Savings Account+.
- 1.11. **Parties** – the Bank and Customer, jointly.
- 1.12. **Order** – an assignment to perform a payment given on behalf of the Customer to the Bank in the frame of this Service Agreement. The Customer may submit the Order with or without Notification.
- 1.13. **GTB** – the General Terms of Business of the Bank.
- 1.14. Other binding terms and their interpretations are specified in the GTB and other Terms of Service of the Bank to the extent to which they apply to these Terms of Service.

**2. Conclusion of the Service Agreement**

- 2.1. This Service Agreement is deemed concluded from the moment when the Bank accepts the Application for receipt of the Service, which is prepared and completed as required by the Bank.
- 2.2. The Bank is entitled not to accept the Application without explanation of reasons of refusal.
- 2.3. Upon conclusion of the Service Agreement, the Bank opens the Savings Account+ (single currency account) for the Customer.
- 2.4. Legal relations between the Parties, which are not regulated by these Terms of Service, shall be governed by the GTB.

**3. Provision of the Service**

- 3.1. Submission and Execution of Orders
- 3.1.1. The Customer prepares the Order in accordance with the requirements set out in the GTB and submits it to the Bank in person or using the respective remote account management services.

- 3.1.2. If the Customer wants to make a transfer from the Savings Account+ with the Notification, the Customer shall prepare the Order with the Notification. .
- 3.1.3. The Bank accepts the Order for execution, if it has been prepared as required by the Bank, when all actions and verifications stipulated in the GTB have been performed, and the Customer has been identified in accordance with the Bank's requirements and the Order has been prepared in accordance with the requirements set out in the GTB.
- 3.1.4. Upon receipt of the Customer's Order with the Notification for a transfer from the Savings Account+, the Bank shall continue to calculate interest on the balance of the Savings Account+, including on the amount to be debited, which is indicated in the Order, until the cessation of the term of the Notification (interest rate on the balance of the Savings Account+ can be found on the Bank's website [www.citadele.lv](http://www.citadele.lv)).
- 3.1.5. If the requirements set out in Paragraphs 3.1.2 and 3.1.3 of the Terms of Service are fulfilled, the amount specified in the Order and debited from the Savings Account+ shall be transferred to the Customer's account with the Bank and the funds shall be available in the account on the next day after the expiry of the term of the Notification.
- 3.1.6. If the Customer has submitted the Order without the Notification, having paid the Commission Fee, the Customer is entitled to make a transfer from the Savings Account+ immediately (the commission fee specified in the Pricelist shall be applied to the transfer) to the Customer's account with the Bank or to another account specified by the Customer.
- 3.1.7. The Bank is entitled to refuse to execute any Order of the Customer, if the Customer violates/fails to fulfil/improperly fulfils the Customer's obligations under these Terms of Service and/or the GTB.
- 3.1.8. The Bank shall credit any non-cash transfers or cash deposits to the Savings Account+ in accordance with the procedure set out in the GTB.

**4. Settlements**

- 4.1. The Bank shall calculate the interest on the balance of the Savings Account+ in the amount indicated on the Bank's website [www.citadele.lv](http://www.citadele.lv) and credit it to the account specified by the Customer at the end of each calendar month.
- 4.2. The Bank is entitled to unilaterally change the interest rates on the balance of the Savings Account+ according to the price of the respective currency on the money market without informing the Customer individually, provided that information about the intended changes is available at the Bank's customer service premises and on the Bank's website: [www.citadele.lv](http://www.citadele.lv).
- 4.3. The Customer agrees and undertakes to follow the information on the Bank's website on the interest rate paid by the Bank for the balance of the Savings Account+.

**5. Liability of the Parties**

- 5.1. The Parties undertake liability for the discharge of their obligations under this Service Agreement.
- 5.2. If the person who signs the Application on behalf of the Customer is not authorised to represent the Customer, the signatory undertakes to compensate to the Bank all losses inflicted upon the Bank as a result of such action

of the signatory.

## 6. Term of Validity and Termination of the Service Agreement

- 6.1. The Service Agreement is concluded for an indefinite period of time.
- 6.2. The Customer is entitled to request to close the Savings Account+ and terminate the Service Agreement submitting a respective application to the Bank. The Bank shall close the Savings Account+ within 40 (forty) business days of the Bank from the day of receipt of the Customer's application, including the day of receipt.
- 6.3. The Bank is be entitled to close the Savings Account+ and terminate the Service Agreement unilaterally:
  - 6.3.1. by notifying the Customer 10 (ten) business days of the Bank in advance (except for the cases specified in Paragraphs 6.3.2, 6.3.3 and 6.3.4 of the Terms of Service) without explaining the reasons.
  - 6.3.2. by notifying the Customer 10 (ten) business days of the Bank in advance if the Bank discontinues servicing of the Savings Account+ in a foreign currency;
  - 6.3.3. without prior notice, notifying the Customer in writing if:
    - 6.3.3.1. the Customer does not discharge or discharges the Customer's obligations set out in this Service Agreement or the GTB improperly;
    - 6.3.3.2. the Customer has provided false information or documents to the Bank;
    - 6.3.3.3. there is a debit (negative) balance on the Savings Account+;
    - 6.3.3.4. the Bank has a grounded suspicion that the Customer or the Customer's funds in the Savings Account+ are involved in money laundering or terrorism financing;
    - 6.3.3.5. the Bank has information about extraordinary circumstances that are beyond control of the Bank that may affect safety or confidentiality of deposits of the Customer and/or other customers of the Bank or inflict losses;
    - 6.3.3.6. the Bank has evidence that the Customer is involved in a criminal act for which criminal responsibility is stipulated under current regulatory enactments, and/or the Bank has other negative information on the Customer that may damage the Bank's reputation;
    - 6.3.3.7. the right of the Bank to terminate the Service Agreement immediately results from the regulatory enactments binding to the Bank;
  - 6.3.4. without prior notice and without notifying the Customer in writing, if the Customer has not been making any transactions on the Savings Account+ for a period of time longer than 12 (twelve) months in a row and the balance of the Savings Account+ is equal to 0 (zero).

- 6.4. Prior to closing the Savings Account+ the Bank shall debit the Savings Account+ for the funds due to the Bank pursuant to this Service Agreement or other agreements concluded with the Bank, but shall pay the remaining amount to the Customer's current account with the Bank or another account specified by the Customer applying the Commission Fee.

## 7. Consideration of Disputes

- 7.1. Any dispute, controversy or claim arising between the Customer and the Bank and resulting from the Service Agreement, related to it or violation, termination or invalidity of the same shall be settled at the Riga International Arbitration Court in Riga in accordance with the current regulatory enactments of the Republic of Latvia and the Arbitration Rules of this Arbitration Court, provided that the number of arbitrators shall be one, in the Latvian language, on the grounds of the submitted documents.

## 8. Other Provisions

- 8.1. The Bank is entitled to withdraw (debit) funds from the Savings Account+ for interest on a deposit and/or Savings Account+ without the respective Order of the Customer in the following cases:
  - 8.1.1. if funds were credited/deposited to the Savings Account+ without legal basis, i.e. as a result of a mistake or technical error;
  - 8.1.2. as a set-off satisfying claims of the Bank against the Customer;
  - 8.1.3. in cases and according to the procedure stipulated in regulatory enactments of the Republic of Latvia.
- 8.2. If the expression of the numbers (values) indicated in the Application in words differs from the numerical expression, the expression in words shall be taken as a basis.
- 8.3. The Bank is entitled to amend the Pricelist and Terms of Service unilaterally in accordance with the procedure stipulated in the GTB.
- 8.4. Immediately, but not later than within 30 (thirty) days from the occurrence of the relevant circumstances, the Customer shall notify the Bank of any changes regarding the information/documents specified in the Service Agreement and other information/documents provided to the Bank, including change of the Customer's legal address, company name, by submitting documents attesting the changes.
- 8.5. The Bank shall send all notices and other information to the Customer via Citadele Online Banking and/or via other communication channels (e-mail, telephone, SMS) or to the Customer's address specified or later notified to the Bank in writing.