

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

- 1.1. **Bank** – AS „Citadele banka“ Lithuanian branch, code 304940934, address K. Kalinauskos g. 13, Vilnius, phone 19091 (+370 5 2219091, when calling from abroad, e-mail address: [info@citadele.lt](mailto:info@citadele.lt), website: [www.citadele.lt](http://www.citadele.lt)..
- 1.2. **Pricelist** – the unified Pricelist of services of the Bank.
- 1.3. **Application** – an application for receipt of the Service of the form approved by the Bank that is completed and signed by the Client.
- 1.4. **Client** – a legal entity with whom the Service Agreement is concluded.
- 1.5. **Current Account** – the Client's current account with the Bank specified in the Application, from which funds are transferred to the Term Deposit and to which the Term Deposit funds are transferred when the term of validity of the Service Agreement ends.
- 1.6. **Service** – acceptance and servicing of the Term Deposit in accordance with these Terms of Service.
- 1.7. **Service Agreement** – an agreement of the Bank and Client on acceptance and servicing of the Term Deposit, the integral parts of which are the Application and Terms of Service.
- 1.8. **Terms of Service** – these terms of acceptance and servicing of the Term Deposit.
- 1.9. **Interest Rate** – the interest rate specified in the Application according to which the Bank calculates the Term Deposit interest.
- 1.10. **Term Deposit** – funds deposited by the Client with the Bank in accordance with the terms and provisions of the Service Agreement for a certain period of depositing the Term Deposit at a certain the Term Deposit interest rate.
- 1.11. **Term Deposit Interest** – interest, which the Bank pays to the Client for the Term Deposit and calculated in accordance with the terms and provisions of the Service Agreement.
- 1.12. **Term Deposit Account** – an internal book-keeping account of the Bank, where accounting related to the Term Deposit is performed.
- 1.13. **Term Deposit Depositing Period** – time period (months, years) for which the Term Deposit is deposited.
- 1.14. **GTB** – the General Terms of Business of the Bank.
- 1.15. 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 the Service Agreement.

## 2. Conclusion of the Service Agreement

- 2.1. To conclude the Service Agreement, funds in the amount not less than the amount of the Term Deposit shall be credited to the Current Account at the time of submission of the Application.
- 2.2. The Client may deposit the Term Deposit for the Term Deposit Depositing Period, which is specified in the Bank's Pricelist at the time of conclusion of the Service Agreement, unless the Bank and Client agreed otherwise in the Service Agreement.
- 2.3. The Service Agreement is deemed concluded from the moment when the Bank accepts the Client's Application and the amount of the Term Deposit is credited to the Term Deposit Account. The Bank accepts the Application, if it is executed in accordance with requirements of the Bank and there are funds in the Current Account, which are sufficient for depositing the Term Deposit.
- 2.4. The Bank is entitled not to accept the Application without explanation of reasons of refusal.
- 2.5. The Bank debits the Current Account for the amount of the Term Deposit and credits it to the Term Deposit Account immediately after acceptance of the Application.

## 3. Provision of the Service

- 3.1. The Bank calculates the Term Deposit Interest starting with

the day when the Term Deposit is credited to the Term Deposit Account for the whole period of depositing of the Term Deposit, except for the last day of such period.

- 3.2. The Term Deposit Interest is calculated assuming that there are 360 days in a year and 30 days in a month.
- 3.3. The day, from which the Bank starts paying the Term Deposit Interest shall be the day of a month, from which calculation of the Term Deposit Interest is started, observing the frequency of disbursing the Term Deposit Interest specified in the Application.
- 3.4. If disbursement of the Term Deposit Interest shall be in the end of the Term Deposit Depositing Period in accordance with the Application, the Term Deposit Interest is credited to the Current Account at the end of the Term Deposit disbursement period.
- 3.5. If disbursement of the Term Deposit Interest shall be performed monthly in accordance with the Application, the Term Deposit Interest is credited to the Current Account on the day following the end of the Term Deposit disbursement period.

## 4. Term of Validity, Amendment and Termination of the Service Agreement

- 4.1. The Service Agreement is concluded until complete discharge of the obligations set out in the Service Agreement.
- 4.2. The Bank is entitled to amend the Pricelist, GTB and Terms of Service unilaterally in accordance with the procedure stipulated in the GTB.
- 4.3. The Client is entitled to request to revoke automatic extension of the Term Deposit during the term of validity of the Service Agreement submitting a respective application to the Bank. The Client shall submit an application for automatic extension of the Term Deposit or revocation of automatic extension to the Bank at least 15 (fifteen) calendar days prior to the end of the current Term Deposit Depositing Period.
- 4.4. The Term Deposit and calculated and outstanding Term Deposit Interest are credited to the Current Account at the end the Term Deposit Depositing Period, except for the case when circumstances specified in Paragraph 4.5 of the Terms of Service arise.
- 4.5. If the Client has specified in the Application for receipt of the Service or another application that the Client wants the Term Deposit be extended automatically and the Term Deposit Interest is capitalized at the end of the term of the Term Deposit, i.e. added to the initial amount of the Term Deposit, the Term Deposit together with the capitalized Term Deposit Interest is extended automatically on the last day of the Term Deposit Depositing Period for the same Term Deposit Depositing Period as the one specified in the Application, provided that the Bank continues offering deposit products with the same conditions. The automatically extended Term Deposit is subject to application of the Term Deposit Interest Rate, which is in effect at the time of extension of the Term Deposit and which is specified on the Bank's website [www.citadele.lt](http://www.citadele.lt). According to such procedure, the Term Deposit is extended for a new Term Deposit Depositing Period until termination of the Service Agreement or receipt of the Client's application for revocation of automatic extension of the Term Deposit. The Client may indicate that the Client wants the Term Deposit to be extended automatically without capitalization of the Term Deposit Interest in the Application for receipt of the Service or another application.
- 4.6. The Client has the right to terminate the Service Agreement unilaterally and withdraw the Term Deposit prematurely submitting a respective written application to the Bank.
- 4.7. The Bank has the right to terminate the Service Agreement unilaterally: by notifying the Client 10 (ten) business days of the Bank in advance (except for the case specified in

Paragraph 4.8) without explaining the reasons;

- 4.8. The Bank is entitled to terminate the Service Agreement immediately and unilaterally at any time, informing the Client in writing, in any of the following cases:
- 4.8.1. the Client does not discharge or discharges his/her obligations stipulated in this Service Agreement improperly;
  - 4.8.2. the Client has submitted counterfeit documents or false information to the Bank;
  - 4.8.3. the Bank has received a request for recovery towards the Client's deposits with the Bank from competent state institutions/persons;
  - 4.8.4. the right of the Bank to terminate the Service Agreement immediately results from the regulatory enactments binding to the Bank;
  - 4.8.5. if all accounts of the Client with the Bank are closed;
  - 4.8.6. the Bank has evidence that the Client, its participants or representatives are 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 Client, its participants or representatives that may damage the Bank's reputation;
  - 4.8.7. if the Bank has information about extraordinary circumstances that are beyond control of the Bank that may affect safety or confidentiality of deposits of the Client and/or other clients of the Bank or inflict losses.
- 4.9. If the Service Agreement is terminated upon initiative of the Client or Bank prior to the end of the current Term Deposit Depositing Period, the Bank is entitled:
- a) not to pay to the Client the calculated and outstanding term deposit interest for the last incomplete Term Deposit Depositing Period;
  - b) to withhold the Term Deposit Interest paid to the Client for the last incomplete Term Deposit Depositing Period from the amount of the Term Deposit;
- 4.10. Terminating the Service Agreement prior to the end of the current Term Deposit Depositing Period, the amounts due to the Client are credited to the Current Account.

## 5. Settlement of Disputes

- 5.1. Any dispute, controversy or claim arising between the Client and the Bank and resulting from the Service Agreement, related to it or violation, termination or invalidity of the same shall be considered in accordance with the current regulatory enactments of the Republic of Lithuania in a competent court in Vilnius city.

## 6. Other Provisions

- 6.1. The legal relationship between the Bank and Client, which is not regulated in the Service Agreement, shall be regulated by the GTB, Terms of Service on opening and service of the Current Account and other terms of service of the Bank to the extent they apply to the Service Agreement.
- 6.2. The Parties are responsible for non-discharge or improper discharge of duties under the Service Agreement in accordance with the procedure and in the amount stipulated by this Service Agreement and regulatory enactments of the Republic of Lithuania.
- 6.3. The Parties are not responsible for losses that are connected with *force majeure* circumstances.
- 6.4. The Bank is entitled to withdraw (debit) funds from the Term Deposit and/or the Term Deposit Interest without the respective order of the Client in the following cases:
- 6.4.1. for repayment of any debts of the Client to the Bank, including payment of penalties;
  - 6.4.2. if the Term Deposit was credited/deposited to the Current Account without legal basis, i.e. as a result of a mistake or technical error;
  - 6.4.3. in cases and according to the procedure stipulated in regulatory enactments of the Republic of Lithuania.
- 6.5. The Bank shall withhold taxes, duties or other mandatory payments from the calculated Term Deposit Interest, if it is stipulated in regulatory enactments of the Republic of Lithuania and the Bank shall withhold them.
- 6.6. The Bank is entitled to record any telephone or oral conversation of the Bank and the Client electronically or by any method. These records may be used as evidence settling disputes between the Bank and Client.
- 6.7. If the person who signs the Application on behalf of the Client is not authorised to represent the Client, the signatory as a natural person undertakes all obligations of the Client resulting from the Service Agreement.
- 6.8. The Bank ensures the processing of natural persons' personal data in accordance with the Bank's Personal Data Processing Principles available on the Bank's website [www.citadele.lt](http://www.citadele.lt).
- 6.9. The Bank shall send all notices and other information to the Client via Citadele Online Banking, which is given preference, and/or via other communication channels (e-mail, telephone, SMS) or to the address the Client notified to the Bank in writing.
- 6.10. The Financial and Capital Market Commission is the institution, which supervises the Bank and which has issued an operating license to the Bank. The address of the Financial and Capital Market Commission: Kungu iela 1, Riga, LV-1050.