

## Terms used in the Terms and their Interpretation:

**Bank** – AS “Citadele banka” Lithuanian branch, code 304940934, registered office at: K.Kalinausko str.13, LT-03107 Vilnius, email: info@citadele.lt.

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

**Application** – the Client's completed and signed Bank's application form for the opening of the Account, receipt of the Card and servicing of the Payment Plan, or an application for the servicing of the Payment Plan the submission of which to the Bank shall be regarded as the Client's irrevocable offer for the receipt of the relevant services, i.e. entry into the Service Agreement, Account Opening and Service Agreement and Card Issuance and Service Agreement. The Application shall be an integral part of the Bank's service Agreements referred to in the Application.

**Online Banking** – a remote account management system used by the Client to make Payments and other transactions permitted in Citadele Online Banking under the Citadele Online Banking Agreement signed by the Parties.

**Card** – a payment card of the International Payment Organisation issued and owned by the Bank which the Client chooses within the Card product and which is mentioned in the Application for Account Opening, Receipt of the Card and Servicing of the Payment Plan.

**Client** – a legal entity which submitted the Application to the Bank.

**Account** – a current account referred to in the Application for Account Opening, Receipt of the Card and Servicing of the Payment Plan which is/has been opened with the Bank in the Client's name.

**Payments** – payments to the Bank's accounts made in the Client's Online Banking within the framework of the Payment Plan and standard payments (transfers) to other banks in Lithuania, as well as the Client's standard payments in EUR regulated by the European Union (EU) within the EU (as well as Iceland, Switzerland, Liechtenstein and Norway).

**Payment Plan** – the number of Payments specified in the Pricelist of the relevant Bank's offer which the Client may make under the Service Agreement, i.e. the Payment is submitted and executed within the selected Bank's offer via Online Banking within one calendar month.

**Terms** – these Terms for Opening and Servicing of a Payment Plan.

**Service** – opening, processing and service of the Payment Plan.

**Service Agreement** – agreement between the Bank and the Client on the processing and service of the Payment Plan where the Application and the Terms are an integral part thereof.

**Parties** – both the Client and the Bank.

**GTB** – the Bank's General Terms of Business.

## 1. General Provisions

1.1. The Payment Plan types are specified in the Pricelist. Subject to the Pricelist, the specific Payment Plan includes a certain number of Payments that the Client can make via Online Banking without applying the transfer fees specified in the Pricelist. Once the maximum number of the respective Payments specified in the specific Payment Plan has been reached, the fees specified in the Pricelist shall be applied to the Client's subsequent payments (transfers).

1.2. When applying for the Service and choosing the most suitable Payment Plan, the Client, by signing the Application, confirms that it has read the Terms, GTB and Pricelist, agrees with them, recognises them as binding and undertakes to comply with them.

1.3. The legal relationship between the Client and the Bank not stipulated in the Terms shall be subject to the provisions of the GTB and terms and conditions of the relevant Bank's services used by the Client.

1.4. The Client undertakes to immediately notify the Bank of any changes affecting the information specified in the Application.

## 2. Conclusion of the Service Agreement

2.1. The Service Agreement is concluded on the grounds of the Client's Application.

2.2. The Bank is entitled not to accept the Application and/or refuse to enter into the Service Agreement, Account Opening and Service Agreement and Card Issuance and Service Agreement without explaining the reasons of refusal.

2.3. The Service Agreement shall be deemed entered into and shall come into force once the Client's Account has been opened and the Payment Plan specified in the Application has been processed.

2.4. If during the period of validity of the Service Agreement the Client wishes to change the Payment Plan by choosing another type of the Payment Plan specified in the Pricelist, the Client shall submit a new Application to the Bank. Change of the Client's Payment Plan shall not be possible if the Client fails to comply with and/or violates the Service Agreement. The previous Payment Plan and the resulting rights and obligations of the Parties shall cease to have effect from the moment the Bank processes a new Payment Plan for the Client. When changing the Payment Plan, the new Application submitted by the Client shall be considered as an integral part of the Service Agreement. For the change of the Payment Plan, the Client shall pay to the Bank the commission fee specified in the Pricelist (if provided for in the Pricelist).

## 3. Provision of the Service

3.1. The Client shall specify in the Application the start date of the Payment Plan of its choice.

3.2. When signing the Service Agreement, the start date of the Payment Plan may, at the Client's choice, coincide with the Service Agreement date, or the Payment Plan may begin with the 1<sup>st</sup> (first) date of the calendar month following the month in which the Service Agreement has been entered into.

3.3. For the service of the Payment Plan, the Client shall pay to the Bank the Service fee, the amount of which is specified in the Pricelist according to the Payment Plan type chosen by the Client.

3.4. For the Payments exceeding the number of Payments specified in the Payment Plan chosen by the Client, as well as for the payments not included in the Payment Plan, the fee shall be applied in accordance with the Pricelist.

#### **4. Payments**

4.1. During the period of validity of the Service Agreement, the Client shall pay the monthly Service fee to the Bank regardless of whether the Payments are made or not.

4.2. The Bank shall withhold the Service fee for the current calendar month from the Account or the Client's other account with the Bank in accordance with the Pricelist effective at the moment of payment of the Service fee. The Client shall start paying the Service fee from the calendar month the date of which is specified in the Application as the Payment Plan start date.

4.3. The Client undertakes to provide funds in the Account for the payment of the Service fee and authorises the Bank, without prior consent of the Client and without a separate Client's payment order or instruction, to debit the Account or the Client's other account with the Bank with the funds required to pay the Service fee.

4.4. When the Service Agreement is terminated or the Payment Plan is changed, the Service fee shall not be refunded to the Client.

#### **5. Duration and Termination of the Agreement**

5.1. The Service Agreement is concluded for an indefinite period and shall be valid until complete fulfilment of the obligations under the Service Agreement.

5.2. The Client is entitled to unilaterally request termination of the Service Agreement by submitting a relevant application to the Bank. Upon receipt of the Client's application for the termination of the Service Agreement, the Bank shall terminate the Service Agreement within 10 (ten) calendar days from the day of receipt of the above application given that the Client has made all of the payments arising from the Service Agreement to the Bank in full.

5.3. The Bank shall have the right to unilaterally terminate the Service Agreement informing the Client

thereof 10 (ten) calendar days in advance, except in the cases referred to in Paragraph 5.4 of the Terms.

5.4. The Bank shall have the right to immediately terminate the Service Agreement unilaterally, without complying with the term of advance notice referred to in Paragraph 5.3 of the Terms, in any of the cases as follows:

5.4.1. The Client does not fulfil or improperly fulfils its obligations under the Service Agreement or the GTB;

5.4.2. All Client's accounts with the Bank are closed;

5.4.3. The Bank's right to immediately terminate the Service Agreement arises from the legal enactments binding on the Bank.

5.5. Termination of the Service Agreement for any reason shall not release the Client from the obligation to pay to the Bank any payments due to it, to cover the losses caused to the Bank as a result of the Client's acts, as well as to fulfil all obligations arising from the Service Agreement but not fulfilled by the time of its termination.

#### **6. Liability of the Parties**

6.1. If the person signing the Application on behalf of the Client is not authorised to represent the Client, the signatory undertakes to cover any losses incurred by the Bank as a result of such signatory's act.

6.2. The legal relationship between the Parties arising from the specific service Agreement with the Client shall be determined by the service Agreements and agreements between the Parties, the GTB and other Bank regulations as well as the legal enactments effective in the Republic of Lithuania.

6.3. The Parties shall be liable for the non-fulfilment or improper fulfilment of the obligations under the Service Agreement in accordance with the procedure and in the amount prescribed by the Service Agreement and the legal enactments effective in the Republic of Lithuania.

6.4. The Parties shall not be liable for any damage arising from unforeseeable and force majeure circumstances.

#### **7. Miscellaneous**

7.1. The Client has been informed and agrees that all of the Bank's notices and other information related to or arising from the Service Agreement or other services provided by the Bank shall be notified to the Client via Online Banking.

7.2. The Bank is entitled to unilaterally make changes to the Pricelist, including change the type, number of the Payments covered by the Payment Plan, supplement or exclude them from the Payment Plan, as well as change the Service fee and make changes in the Terms.

7.3. Information on any projected amendments to the Pricelist, Terms (before their entry into force) shall be available to the Client at the Bank's customer service

units, on the Bank's homepage, as well as may be obtained by calling the Bank's information service.

7.4. If the Client does not agree with the amendments to the Pricelist or Terms announced by the Bank, the Client shall have the right to withdraw, without penalty sanctions, from the Service Agreement by submitting an application for the Service Agreement termination to the Bank given that all of the payments resulting from the Service Agreement have been paid to the Bank in full until the effective date of the amendments. If the Client has not notified the Bank of the withdrawal from the Service Agreement and has not made payments to the Bank by the effective date of the amendments, the Client shall be deemed to have agreed to the amendments.

7.5. Any controversy, claim or dispute arising out of or relating to the Service Agreement or its violation, termination or invalidity shall be settled in accordance with effective regulatory enactments of the Republic of Lithuania in a court of Vilnius.