

## 1. Terms used in the Service Regulations and their explanations:

- 1.1. **Bank** – AS “Citadele banka” Lithuanian branch, code 304940934, address K. Kalinausko str. 13, Vilnius, tel. 19091 (+370 5 221 9091 when calling from abroad), e-mail address: info@citadele.lt, website: www.citadele.lt.
- 1.2. **Pricelist** – the Pricelist of services of the Bank.
- 1.3. **Application** – an application of a specific form approved by the Bank for receipt of the Service filled in and signed by the Customer.
- 1.4. **Customer** – a natural person, with whom the Service Agreement is concluded.
- 1.5. **Settlement Account** – the Customer’s settlement account in the Bank, what is specified in Statement and which Term Deposit is counted from.
- 1.6. **Service** – acceptance and servicing of the Term Deposit in accordance with these Service Regulations.
- 1.7. **Service Agreement** – an agreement between the Bank and the Customer about acceptance and servicing of the Term Deposit; the Application, the present Service Regulations and GTB are integral parts of this Agreement.
- 1.8. **Service Regulations** – these Regulations of Acceptance and Servicing of the Term Deposit;
- 1.9. **Interest Rate** – the interest rate, which the Bank pays for the Term Deposit placed by the Customer and which depends on the period of placement of the Term Deposit and frequency of payment of Interest. The Interest Rate is specified in the Application in accordance with the Pricelist or a separate agreement between the Bank and the Customer.
- 1.10. **Term Deposit** – the Customer’s monetary deposit placed by him/her with the Bank for a Term of Placement of the Term Deposit, and at a certain Interest Rate of the Term Deposit.
- 1.11. **Term Deposit Interest** – the interest, which the Bank pays to the Customer for the Term Deposit, and which is calculated from the amount of the Term Deposit and depends from the Term of Placement of the Term Deposit and Interest Rate of the Term Deposit.
- 1.12. **Term Deposit Account** – an account of internal accounting of the Bank where the Customer’s Term Deposit is accounted.
- 1.13. **Term of Placement of the Term Deposit** – the date, till which inclusive the Customer places the Term Deposit. It is specified in the Application only in case, if the Term Deposit is entered to the Settlement Account in full on the moment of conclusion of the Service Agreement.
- 1.14. **Period of Placement of the Term Deposit** – a period of time (months, years), for which the Term Deposit is placed.
- 1.15. **GTB** – the General Terms of Business of the Bank.
- 1.16. Other binding regulations and their explanations are indicated in the GTB and in the Regulations of Opening and Servicing of Settlement Account.

## 2. Conclusion of the Service Agreement

- 2.1. In order to conclude the present Service Agreement the Customer must have an open Settlement Account.
- 2.2. The Customer can place the Term Deposit with the Bank only in such currency and for such Period of Placement of the Term Deposit, which is specified in the Pricelist of the Bank on the moment of conclusion of the Service Agreement unless the Bank and the Customer have agreed otherwise.
- 2.3. The present Service Agreement is considered to be concluded at the moment when the Bank accepts the Customer’s Application. The Bank accepts the Customer’s Application, if it is drawn up in accordance with requirements of the Bank.
- 2.4. The Bank has the right not to accept the Application without explaining reasons of refusal.
- 2.5. Legal relations between the Bank and the Customer that are not governed by the present Service Regulations shall be governed by the GTB, Regulations for Opening and Servicing of Settlement Account.

## 3. Rendering the Service

- 3.1. Crediting the Term Deposit to the Term Deposit Account
  - 3.1.1. The Customer ensures crediting of the Term Deposit specified in the Application to the Settlement Account in cash or by transfer within 14 (fourteen) calendar days from the day of conclusion of this Service Agreement. The Service Agreement shall be deemed terminated, if the Term Deposit is not credited to the Settlement Account in full within the mentioned term.
  - 3.1.2. The Bank writes off the Term Deposit from the Settlement Account and credits it to the Term Deposit Account not later than on the next working day of the Bank after the Term Deposit is credited to the Settlement Account.
- 3.2. Calculation of the Term Deposit Interest
  - 3.2.1. The Bank calculates the Term Deposit Interest starting from the day, when the Term Deposit is credited to the Term Deposit Account for the whole Period of Placement of the Term Deposit, excluding the last day of the same.
  - 3.2.2. The Term Deposit Interest is calculated, assuming that there are 360 days in a year and 30 days in a month.
- 3.3. Payment of the Term Deposit Interest within the Term of the Service Agreement (excluding at the end of term)

- 3.3.1. The day of payment of the Term Deposit Interest shall be the day of the month, from which calculation of the Term Deposit Interest has been started, observing the frequency of payment of the interest specified in the Application.
- 3.3.2. The Term Deposit Interest is entered to the account in the Bank specified by the Customer in the end of the payment period of the Term Deposit Interest and the owners of the mentioned accounts can dispose of the funds on these accounts starting from the same day.

## 3.4. Amendments to the Service Agreement

- 3.4.1. The Customer can change the account, to which the Term Deposit Interest is paid, to which the Bank shall credit the Term Deposit Interest, as well as submit or recall an Order of automatic extension of the Term Deposit and capitalization of calculated interest of the Term Deposit at the end of the term. If, according to the Application, payment of the Term Deposit Interest is set in monthly payments, capitalization of calculated interest of the Term Deposit is not performed.
- 3.4.2. The Customer shall not be entitled to supplement or decrease the Term Deposit or to change the frequency of payment of the Term Deposit Interest.
- 3.4.3. The Bank is entitled to make amendments in the Pricelist and Service Regulations unilaterally.
  - 3.4.3.1. The Bank is entitled to make amendments which are less favourable for the Customer compared with the conditions in force previously only if there is a well-grounded reason. With respect to such amendments the Bank prior to their coming into force timely informs the Customer using those communication channels and types of information channelling with respect to which the Bank and the Customer have agreed (for example, SMS or on-line banking messages, in writing etc.).

The Customer may receive information about any forthcoming amendments in the Service Regulations or the Pricelist during reasonable period of time prior to their coming into effect at the Bank’s client service units, the Bank’s internet website, as well as by making a telephone call to the Bank’s Contact centre.

If the Customer disagree to the amendments made by the Bank, the Customer has rights to recede from the Service Agreement, observing the procedure specified in this agreement and in GTB and settling all accounts with the Bank arising from the Service Agreement.

- 3.4.3.2. The Bank is entitled to unilaterally make amendments to the Service Regulations without giving prior notice to the Customer if such amendments are made with the aim to prevent damage to the interests of the Bank’s clients and the stability of the state financial system, including, but not limited to, the aim to restrict an excessive outflow of deposits or other attracted funds from the Bank. With respect to the making of such amendments the Bank immediately as soon as possible informs the Customer using the types of communication stated in Clause 3.4.4.1. of Service Regulations. With respect to the Customer’s right to recede from the Service Agreement information is provided in the message regarding the making of the relevant amendments.

## 4. Special Conditions if the Application is Submitted to the Bank Using the Respective Service of Remote Account Management

- 4.1. If the Application is submitted using a service of remote account management that implies the following manner of submitting the Application to the Bank:
  - 4.1.1. The Customer attests with his/her signature in the Application that the Bank has provided him/her with and he/she has got acquainted with the information stipulated in the legal acts of the Republic of Lithuania that is related to distance agreements, i.e. agreements that are concluded using services of remote account management, including information about the Bank as a provider of services, procedure of execution of the Service, Pricelist, the information about the Term Deposit insurance, as well as information about tax payments of the Customer that the Bank shall execute as the provider of services (if the Bank must execute such payments in accordance with legal acts of the Republic of Lithuania).
  - 4.1.2. The Customer has the right to withdraw from the Service Agreement unilaterally within 14 (fourteen) calendar days from the day when the Service Agreement is concluded by sending a notice to the Bank using the respective service of remote account management or submitting a notice in a written form to the Bank in any branch.
  - 4.1.3. If the Customer has submitted the notice about unilateral withdrawal according to the procedure determined in Sub-Clause 4.1.2 of the Service Agreement, the Bank, not later than within 30 (thirty) calendar days from the day when the said notice is received, shall repay the Term Deposit Amount to the Customer by crediting it to the Settlement Account. In the case mentioned in the present Sub-Clause, the Bank does not deduct the commission fee indicated in the Pricelist from the Term Deposit Amount for premature withdrawal of the Term Deposit and does not disburse the Term Deposit Interest to the Customer..
  - 4.1.4. Communication between the Bank and the Customer shall occur in Lithuanian or another language (in Russian or English) by agreement of the Parties.

## 5. Term of Validity of the Service Agreement, its Extension and Termination

### 5.1. Term of validity of Service Agreement

5.1.1. The Service Agreement is concluded till fulfilment of the obligations stipulated therein.

### 5.2. Termination of the Service Agreement, if the Term of Placement of the Term Deposit has ended

5.2.1. In the end of the Period of Placement of the Term Deposit the Term Deposit is transferred to the Customer's Settlement Account, and the Term Deposit Interest calculated in accordance with these Service Regulations and which is not paid out to the Customer shall be transferred to the account in the Bank specified by the Customer. The owners of the mentioned accounts can dispose of the funds transferred to these accounts starting from the last day of the Period of Placement of the Term Deposit.

5.2.2. The Bank transfers the Term Deposit Interest to the Settlement Account, if the Customer has not specified other account.

### 5.3. Automatic Extension of the Term of the Service Agreement, Except for the Cases when the Bank and Customer Have Agreed about Non-standard Conditions (Interest Rate, Period of Placement of the Term Deposit, Frequency of Payment of Interest), Which are not Specified in the Pricelist.

5.3.1. If the Customer has specified in the Application for receipt of the Service or in a separate application that he/she wants that the term of the Term Deposit to be extended automatically and the Term Deposit Interest at the end of the term of placement should be capitalized, i.e. should be attached to the Term Deposit (excluding the Term Deposit Interest is paid monthly, when the capitalization is not made), then on the last day of the Term of Placement of the Term Deposit the term of the Term Deposit specified in the Application with the capitalized Term Deposit Interest shall be extended automatically for the same Period of Placement of the Term Deposit as the one specified in the Application, but applying the Interest Rate of the Term Deposit, which is valid on the moment of extension of the term of the Term Deposit and specified in the Pricelist, and applying Service Regulations wording, which is valid on the moment of extension of the term of the Term Deposit. The term of the Service Agreement shall be extended in such manner further till termination of the Service Agreement according to the procedure stipulated in these Service Regulations or Customer submit an application on cancellation of the automatic extension of the Period of Placement of the Term Deposit or on changes in procedure of payment of the Interest. In case of the automatic extension of the Period of Placement of the Term Deposit stated in this Clause the Term Deposit amount will increase and consists from the Term Deposit amount stated in the Application and capitalized Term Deposit Interest.

5.3.2. If the Customer has specified in the Application for receipt of the Service or in a separate application that he/she wants that the term of the Term Deposit to be extended automatically without capitalization of the Term Deposit Interest, then on the last day of the Term of Placement of the Term Deposit the term of the Term Deposit specified in the Application shall be extended automatically for the same Period of Placement of the Term Deposit as the one specified in the Application, but applying the Interest Rate of the Term Deposit, which is valid on the moment of extension of the term of the Term Deposit and specified in the Pricelist, and applying Service Regulations wording, which is valid on the moment of extension of the term of the Term Deposit. The term of the Service Agreement shall be extended in such manner further till termination of the Service Agreement according to the procedure stipulated in these Service Regulations or Customer submit an application on cancellation of the automatic extension of the Period of Placement of the Term Deposit.

5.3.3. If the Customer applied the automatic extension of the Term Deposit with the capitalization of the Term Deposit Interest, then the Account for paying out the Term Deposit and the Term Deposit Interest should be similar and the Customer could not change the account number where to transfer the Term Deposit and Term Deposit Interest amounts at the end of term.

### 5.4. Premature Withdrawal of the Term Deposit, Except for the Case Stipulated in Clause 4 of These Service Regulations.

5.4.1. The Customer has the right to withdraw the Term Deposit before the end of its term by submitting the respective application.

5.4.2. The Bank has the right to withdraw from the Service Agreement unilaterally before the end of its term by notifying the Customer in a written form in any of the following cases:

5.4.2.1. if the Customer does not fulfill his/her obligations determined in the Service Agreement or fulfills them in the inappropriate manner;

5.4.2.2. if the Customer has submitted false information or documents to the Bank;

5.4.2.3. if the Bank has received a request from a competent state institution/person about initiating levy for deposits of the Customer in the Bank;

5.4.2.4. if the Bank has suspicions that the Customer or the monetary assets, found on the Term Deposit Account, are connected with laundering of proceeds derived from crime or financing of terrorism, or the source of the mentioned funds is illegal.

5.4.3. If the Service Agreement is terminated on the initiative of the Customer or the Bank prior to the end of the current Period of Placement of the Term Deposit, then the Bank has the right:

- a) not to disburse the Term Deposit Interest calculated and un-paid to the Customer for the last incomplete Period of Placement of the Term Deposit;
- b) to deduct from the Term Deposit the Term Deposit Interest paid to the Customer for the last incomplete Period of Placement of the Term Deposit;
- c) to deduct from the Term Deposit the commission fee for premature withdrawal of the Term Deposit specified in the Pricelist on the moment of termination of the Service Agreement, excluding the case when the Customer has submitted an application for premature withdrawal of the Term Deposit within 15 (fifteen) days from the moment of the next automatic extension of the Service Agreement (if the Customer has given such instruction).

5.4.4. Terminating the Service Agreement prior to the end of the current Period of Placement of the Term Deposit, the amounts due to the Customer shall be transferred to the Customer's Settlement Account.

## 6. Settlement of Disputes

6.1. Any dispute, disagreement or claim arising from Service Agreement, concerning the same or infringement, termination or invalidity thereof shall be settled according to the legislation of Republic of Lithuania by the court of the Republic of Lithuania in Vilnius in accordance with jurisdiction.

## 7. Other Conditions

7.1. The Customer authorizes the Bank to withhold (write off) monetary assets from the Term Deposit Amount and/or the Term Deposit Interest without the respective instruction from the Customer in the following cases:

7.1.1. for settlement of any debts of the Customer to the Bank, including payment of penalty fees;

7.1.2. if the Term Deposit has been transferred/credited at the Settlement Account without legal ground, i.e. as a result of deceit, mistake or technical malfunction;

7.1.3. when settling claims of the Bank towards the Customer;

7.1.4. when according to the law, the Bank as the provider of services has obligation to calculate and execute tax payments of the Customer;

7.1.5. in cases and in the procedure determined in legal acts of the Republic of Lithuania.

7.2. The Parties are responsible for fulfillment of the obligations stipulated in the present Service Agreement.

7.3. The Bank charges commission fee for the cash withdrawal from account in the Bank, if such fee is stated in the Pricelist excluding the following cases, when commission fee is not charged:

7.3.1. The Customer withdraws amount of the Term Deposit in cash from current account indicated in the Application or another document signed by the Customer, during 14 (fourteen) days from the day of ending or termination of the Service Agreement, including cases of the prior termination of the Service Agreement;

7.3.2. The Customer withdraws amount of the Term Deposit Interest in cash from current account indicated in the Application or another document signed by the Customer, during 14 (fourteen) days from day the amount of Term Deposit Interest is transferred into this account according to the Service Agreement;

7.3.3. The Bank and the Customer have agreed not to charge the commission fee for the cash withdrawal from account.

7.4. From the interests calculated for the Term Deposit, the Bank will withhold taxes, duties or other mandatory payments, if such are prescribed in the legal acts of the Republic of Lithuania and the Bank will be obligated to withhold them.

7.5. If the verbal expression of numbers (amounts) indicated in the Application differs from the expression in figures, then the verbal expression shall prevail.

7.6. The Bank ensures the processing of the private individual data in accordance with the Personal Data Processing Principles approved by the Bank, which are available on the website of the Bank in internet.

7.7. All notices of the Bank and other information shall be sent to the Customer to the Customer's address specified in the Application or specified later in writing, and/or using other means of communication (e-mail address, telephone etc.).