

1. Terms used in the Terms of Service and Interpretation Thereof:

- 1.1. Account – the account in the Bank specified in the Order that has been opened in the name of the Customer or other person and on which the Minimum Balance is maintained.
- 1.2. 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.
- 1.3. Customer – a legal person, on whose Account the Minimum Balance is maintained in accordance with the Order.
- 1.4. Debited Account – a Customer’s account in the Bank, from which the funds shall be transferred to the Account in accordance with the Order for maintenance of the Minimum Balance.
- 1.5. GTB – General Terms of Business of the Bank.
- 1.6. Minimum Balance – the amount of funds specified in the Order, which the Customer wants to maintain on the Account.
- 1.7. Order – an order of a specific form approved by the Bank that is filled in and signed by the Customer instructing the Bank to maintain the Minimum Balance of the Account within the period and in the amount specified in the Order, when the Customer needs not to submit to the Bank separate payment orders for making each individual transfer.
- 1.8. Pricelist – an effective pricelist for products and services of the Bank.
- 1.9. Service – maintenance of the Minimum Balance of the Account in accordance with the Service Agreement.
- 1.10. Service Agreement – an agreement of the Bank and the Customer on receiving the Service, which integral parts are the Order and these Terms of Service.
- 1.11. Terms of Service – these terms of maintenance of the Minimum Balance of the Account.

2. Conclusion of the Service Agreement

- 2.1. The Service Agreement is concluded on the grounds of the Customer’s Order.
- 2.2. Upon submission of the Order to the Bank the Customer assigns a task and authorises the Bank to maintain the Minimum Balance of the Account according to the procedure specified in the Order.
- 2.3. The Service Agreement is deemed concluded from the moment when the Bank accepts the Order.
- 2.4. If the ‘Final date of the minimum balance check’ is indicated in the Order, the Service Agreement is terminated on the next day after the ‘Last check-up date’.
- 2.5. If the date of the last check-up of the Minimum Balance of the Account is not specified in the Order, the Service Agreement is concluded for an unlimited term.
- 2.6. The Bank is entitled not to accept the Order without explaining reasons of refusal.

3. Procedure of Rendering the Service

- 3.1. The Bank checks up the balance of the Account with the regularity of checking up of the Minimum Balance specified in the Order and, if it is less than the amount of the Minimum Balance specified by the Customer in the Order, credits funds to the Account in accordance with the Order, making transfer of funds from the Debited Account.
- 3.2. The Bank checks up the Minimum Balance of the Account in accordance with conditions of the section ‘Frequency of Check-Ups of the Minimum Balance’ of the Order. The date of the first check-up of the Minimum Balance determined in accordance with the Order can be the next day after the day of conclusion of the Service Agreement.
- 3.3. The Customer pays to the Bank the commission fee specified in the Pricelist for transfer of funds for maintenance of the Minimum Balance on the Account.
- 3.4. The commission fee specified in the Pricelist for transfer of funds shall be deducted on the moment of execution of the Order from the Debited Account specified in the Order.
- 3.5. The Customer authorises the Bank without the Customer’s separate order to withdraw/transfer from the Debited Account the funds necessary for

maintenance of the Minimum Balance on the Account and payment of the commission fee for transfer of funds stipulated in the Pricelist that is effective as of the moment of making of the corresponding transfer.

3.6. The Bank does not execute transfer of funds to the Account in accordance with the Order, if:

- 3.6.1. there are no funds on the Debited Account specified in the Order, which are necessary to refill the balance of the Account up to the Minimum Balance specified in the Order and pay the commission fee for transfer of funds specified in the Pricelist;
- 3.6.2. an amount of a transfer that is necessary for maintenance of the Minimum Balance is less than the minimum amount of payment specified in the Order.
- 3.7. If a transfer has not been executed due to the reason mentioned in Clause 3.6. of these Terms of Service, the Bank checks up the balance of the Debited Account on each next day until the moment when the amount necessary for execution of the Order and payment of the commission fee for transfer of funds specified in the Pricelist is found on the account and the transfer is executed.
- 3.8. The Bank stops attempts of execution of the Order, if the balance of the Debited Account is not sufficient for execution of the Order and payment of the commission fee for transfer of funds within 15 (fifteen) calendar days after the date of check-up of the Minimum Balance specified in the Order, or if the next date of check-up of the balance of the Account (execution of a transfer) sets in, if frequency of checking up of the Minimum Balance of the Account is less than 15 calendar days.
- 3.9. If currencies of the accounts specified in the Order are different, the Bank converts the funds to be transferred in accordance with the Order into the respective currency according to the non-cash exchange rate determined by the Bank as of the day of transfer.

4. Termination of the Service Agreement

- 4.1. Rendering of the Service is discontinued and the Service Agreement is terminated:
 - 4.1.1. when the last date of check-up of the Minimum Balance specified in the Order sets in pursuant to Clause 2.4. of the Terms of Service;
 - 4.1.2. on the grounds of the Customer’s application;
 - 4.1.3. if the Account or the Debited Account is closed.
- 4.2. The Bank is entitled to discontinue rendering of the Service without preliminary notice and terminate the Service Agreement in the following cases:
 - 4.2.1. if a claim of a third party is raised against the funds on the Debited Account;
 - 4.2.2. if operation of the Debited Account is suspended in cases stipulated in regulatory enactments of the Republic of Latvia or in other cases stipulated in the agreements concluded between the Bank and the Customer.
- 4.3. The Customer is entitled to terminate the Service Agreement, informing the Bank about it in writing or in the on-line banking system of the Bank. The Service Agreement is considered terminated on the next business day after receipt of the Customer’s notice by the Bank.

5. Other Provisions

- 5.1. The Bank is entitled to amend the Terms of Service unilaterally, this information can receive in the customer servicing units of the Bank, homepage of the Bank www.citadele.lt, as well as by calling the Contact centre of the Bank.
- 5.2. Legal relationship between the Bank and the Customer that is not regulated by these Terms of Service shall be governed by the GTB and provisions of other service agreements concluded between the Customer and the Bank, including agreements on opening and servicing of the corresponding accounts.
- 5.3. Any dispute, claim or controversy between the Customer and the Bank that arises from the Service Agreement, concerns it or its infringement, termination or invalidity shall be settled in accordance with the effective regulatory enactments of the Republic of Lithuania in a court of the Republic of Lithuania in Vilnius according to jurisdiction.