

Terms used in the Regulations for Opening and Servicing of Service Plan and explanations thereof:

Bank – joint stock company Citadele banka (Reg. No. 40103303559; address of location 2A Republikas square, Riga, Republic of Latvia, LV-1010) Eesti filiaal (Reg. No. 11971924, address of location Narva mnt 63/1, 10152 Tallinn, e-mail: info@citadele.ee, phone: 7700000, fax: 7700001).

Pricelist – the valid pricelist of the Bank's products and services.

Application – an application form provided by the Bank that is filled in by the Customer for opening/change and service of the Service Plan, submission of which to the Bank shall be regarded as an irrevocable offer to conclude an Agreement or to change a Service Plan, and which is an integral part of the Agreement and the Service Plan service agreements.

Service Plan – a set of Bank services listed in the Pricelist that shall be valid only if all services included in the set are used at the same time. Regulations for use and servicing of the services included in the Service Plan are stipulated in regulations for the particular service.

Fee for servicing of the Service Plan – monthly payment for servicing of the Service Plan, the amount of which is provided in the Pricelist.

Customer – a customer of the Bank – legal entity, who has submitted the Application to the Bank.

Account – a current account opened in the Bank on the Customer's name and is mentioned in the Application and is serviced according to the regulations for opening and servicing of the current account.

Agreement – an agreement between the Bank and the Customer regarding opening and servicing of the Service Plan, that is composed of integral parts of it – the Application, Regulations.

Regulations – these Regulations for Opening and Servicing of the Service Plan.

Service Agreement – an agreement between the Bank and the Customer about use and servicing of the Bank's service included in the Service Plan that is composed of integral parts of it – the Application and regulations for the respective service.

Parties – the Customer and the Bank, both together.

GT – the Bank's General Terms and Conditions
Other binding terms and their explanations are given in the service agreements concluded between the Bank and the Customer and in the GT.

1. General Provisions

1.1. Choosing and stating the name of Service Plan in the Application the Customer has chosen to use all services that according to the Pricelist are included in the chosen respective Service Plan. Legal relations between the Bank and the Customer that are not stipulated in the present Regulations shall be subject to the regulations for the respective Bank service included in the Service Plan and stipulated in the respective Service Agreement and/or in the GT. 1.2. Communication between the Parties shall be in Estonian, unless the Parties in each separate case have agreed otherwise (Russian or English). 1.3. Customer undertakes to immediately inform the Bank about any amendments to the information provided in the Application, as well as any other important information. In the event of provision of undue, false or insufficient information the Customer shall compensate all losses caused to the Bank

due to the non-fulfilment of the mentioned obligation.

2. Conclusion of the Agreement

2.1. On the basis of the Application submitted by the Customer, an Agreement shall be concluded. 2.2. The Bank is entitled to refuse to accept an Application and/or refuse drawing up of a Service Plan, conclusion of an Agreement or Service Agreement without explanation of the cause for refusal.

2.3. Customer's Application shall be regarded as an irrevocable offer to the Bank for conclusion of an Agreement and Service Agreements, as well as the Customer's consent for application of the Regulations and Pricelist to the relations between the Parties. The Customer confirms that the information provided in the Application is correct.

2.4. The Agreement shall be deemed concluded as from the moment when the Customer has had a possibility to use the Service Plan, i.e. the Service Agreements regarding all services that are included in the Service Plan are concluded and all payment cards included in the Service Plan are received. Each Service Agreement shall be deemed concluded pursuant to provisions of the respective Service Agreement.

2.5. If the Customer wants to change the Service Plan, by choosing the another type of the Service Plan stated in the Pricelist, Customer shall submit a new Application to the Bank. The Service Plan cannot be changed if the Customer fails to fulfil and/or breaches the Regulations or regulations of the services, included in the Service Plan, as well as if the Customer has not paid Fee for servicing of the Service Plan or other payments.

2.6. The previous Service Plan and the rights and obligations of the Parties arising from it shall stay in force until the moment when the Bank draws up the new Service Plan.

3. Settlements

3.1. During validity of the Agreement the Customer shall pay to the Bank for services included in the Service Plan a monthly Fee for servicing of the Service Plan, ensuring that there are sufficient funds for settlement of the mentioned payment, in the Account.

3.2. The Bank shall withhold the Fee for servicing of the Service Plan for the current month from the Account or from another Customer's account in the Bank.

3.3. The Customer undertakes to ensure that there are funds in the Account stated in the Application and authorises the Bank without previous coordination with the Customer and without separate payment order or instruction from the Customer to withhold from the Account or any other account of the Customer funds in the amount necessary for the payment of the Fee for servicing of the Service Plan, if necessary to exchange funds available in the Customer's accounts in the another currency according to the Bank's respective exchange rate in the amount that is necessary for settlement of the above mentioned payments.

3.4. Upon expiry of the term of the Agreement the Customer shall pay to the Bank for the services provided in the Service Agreements the fees stated in the Pricelist for each service.

4. Validity Term and Termination of the Agreement

4.1. The Agreement is concluded for indefinite period of time and shall be valid until the obligations arisen from the Agreement are fulfilled in full.

4.2. The Customer is entitled to unilaterally request termination of the Agreement by submitting of a respective application to the Bank. The Bank shall terminate the Agreement within 30 (thirty) calendar days after the receipt of the Customer's application regarding termination of the Agreement.

4.3. The Bank is entitled to unilaterally terminate the Agreement by informing the Customer about that 30 (thirty) calendar days in advance, with the exception of cases provided in Clause 4.4 of the Regulations.

4.4. The Bank is entitled to immediately unilaterally terminate the Agreement without prior notification stated in Clause 4.3 of the Regulations in any of the following cases:

4.4.1. the Customer fails to fulfil or improperly fulfil his obligations determined in the Agreement or in the GT;

4.4.2. validity of any of the Service Agreements expires due to any reason. In such case it shall be deemed that the Service Plan is not in force simultaneously with expiry of the respective Service Agreement, and henceforward the Customer shall pay to the Bank for the provided services for the Customer the fee for services provided by the Bank determined in the Pricelist for respective Bank service;

4.4.3. all Customer's accounts in the Bank are closed;

4.4.4. Bank's rights to immediately terminate the Agreement arise from legislative acts binding to the Bank;

4.4.5. If changes have been made in the Pricelist that complements the Customer Plan with the new product/service and on the day, when changes in the Pricelist entered into force, Customer doesn't have the agreement for the respective product/service in force. In this case it is considered that the Service Plan and the Agreement is terminated starting from the day when the changes in the Pricelist have entered into force and further the Customer for the each product/service should pay to the Bank the commission fee stated in the Pricelist for the services of the Bank.

4.5. Expiry of the Agreement validity shall not affect validity of the Service Agreements, with the exception of provisions mentioned in the Clause 3.4 of the Regulations.

4.6. Termination of the Agreement for any reason shall not release the Customer from the obligation to pay all payments with the Bank, to compensate losses caused to the Bank by the Customer's activities, as well as to fulfil all obligations arising from the Agreement that have not been fulfilled before the termination.

5. Liability of the Parties

5.1. If the person signing the Application on behalf of the Customer is not authorised to represent the Customer, the signatory shall undertake to compensate all losses caused to the Bank by such conduct of the signatory.

5.2. The legal relations between the Parties arising from a respective Service Agreement and other agreements shall be determined by the Service Agreements and other agreements/covenants concluded between the Parties, the GT and other Bank regulations, as well as the effective legislative acts of the Republic of Estonia.

5.3. The Parties shall be responsible for non-fulfilment or undue fulfilment of the contractual obligations of the Agreement pursuant to procedure and in amount determined in the Service Agreement and the effective legislative acts of the Republic of Estonia.

5.4. The Parties are not responsible for losses that are connected with force majeure circumstances.

6. Other Provisions

6.1. The Customer is informed and agrees that all notifications and other information from the Bank related to or arising from the Agreement or other services provided by the Bank shall be announced to the Customer via the Bank's Internet homepage.

6.2. The Bank is authorised to unilaterally amend the Pricelist, including the changes in the amount of products/services included in the Customer Plan, complementing it with a new product/service or excluding the respective product/service of the Bank from the Customer Plan, as well as unilaterally amend the Regulations and the GT.

6.3. Information regarding any foreseen amendments to the Pricelist, the Regulations, the GT shall be available to the Customer before entering into force at the customer service units of the Bank, the Bank's Internet homepage, as well as the Customer can get them by calling the Bank's information service. On foreseen changes in the Pricelist regarding the amount of products/services included in the Service Plan Customer will be informed in written form through the Bank's Internet homepage 30 (thirty) calendar days in advance.

6.4. Should the Customer disagree to amendments to the Pricelist, the GT, the Regulations announced by the Bank, the Customer shall have the right to terminate the Agreement without any penalties by giving a written notice to the Bank, making all payments in full amount to the Bank according to the Agreement before the amendments entered into force. If the Customer until the amendments entered into force has not informed the Bank about termination of the Agreement and not making all the payments to the Bank, it shall be deemed that the Customer agrees to the amendments, taking into account the statement in the Clause 6.5. of the Regulations.

6.5. If changes have been made in the Pricelist that complement the Customer Plan with the new product/service and on the time, when changes in the Pricelist come to effect the current structure of Customer Plan is not offered, but Customer wants to continue using Customer Plan, then Customer until the day when changes in the Pricelist enter into force should conclude agreement of the respective service with the Bank (if the Customer doesn't have the agreement between the Customer and the Bank for the respective product/service in force).

If on the day, when changes in the Pricelist that complement the Customer Plan with the new product/service enters into force and the current structure of Customer Plan is not offered, there is valid agreement between the Customer and the Bank is concluded of that respective service, which after changes in the Pricelist has been added to the Customer Plan, the Agreement for Opening and Servicing of Service Plan stays in force.

If on the day, when changes in the Pricelist that complement the Customer Plan with the new product/service come to effect and the current structure of Customer Plan is not offered, but there is no valid agreement between the Customer and the Bank concluded of that respective service, which after changes in the Pricelist has been added to the Customer Plan, the Service Plan and the Agreement terminates.

6.6. A Customer's notification on termination of the Service Agreement included in the Service Plan shall in the same time be regarded as termination of the Agreement.

Terms and Conditions for opening and servicing the Service Plan

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6.7. Any disagreement, claim or dispute arising from the Agreement, or related to the Agreement or breach, termination or invalidity of it, shall be finally settled in Harju County Court if Parties have not agreed differently or if the law does not stipulate differently.

6.8. Supervision of the Bank is performed by the Financial Supervision Authority, located at Sakala 4, 15030 Tallinn; telephone: 6680500, e-mail: info@fi.ee, web page on the Internet: www.fi.ee.