

Terms of Opening and Servicing The Green Savings Account

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

- 1.1. **Bank** – Akciju Sabiedrība (joint-stock company) “Citadele banka”, uniform registration No. 40103303559, registered office: Republikas laukums 2A, Rīga, LV-1010, acting through AS Citadele banka Lithuanian branch, registration code 304940934, registered office: Upės str. 21-1, LT-08128 Vilnius, email: info@citadele.lt.
- 1.2. **Notification** – the Customer’s intention stated in the Order submitted to the Bank to transfer funds from the Green Savings Account after expiry of the prior-notice period (if applied), indicated on the Bank’s website www.citadele.lt or in the Pricelist, excluding the date of submission.
- 1.3. **Pricelist** – the current Unified Pricelist for services of the Bank published on the Bank’s website www.citadele.lt.
- 1.4. **Application** – an application for receipt of the Service on the form approved by the Bank that is submitted at the Bank’s customer service department or online banking and signed by the Customer.
- 1.5. **Customer** – a natural person (at least 18 years old), who submits the Application to the Bank and with whom the Bank enters into the Service Agreement.
- 1.6. **Commission Fee** – a fee for transferring of funds from the Green Savings Account without the Notification, the amount of which is indicated on the Bank’s website www.citadele.lt or in the Pricelist.
- 1.7. **Green Savings Account** – an account, which is opened within the Bank under this Service Agreement and to which the Customer may deposit his/her funds, to replenish it without restrictions as well as to withdraw/transfer funds from it according to the procedure set out in this Terms of Service.
- 1.8. **Service** – opening and servicing of the Green Savings Account, including the execution of the Customer’s Orders.
- 1.9. **Service Agreement** – an agreement of the Bank and Customer on opening and servicing of the Green Savings Account, the integral parts of which are the Application and Terms of Service.
- 1.10. **Terms of Service** – these Terms of Opening and Servicing of the Green Savings Account.
- 1.11. **Parties** – the Bank and Customer, jointly.
- 1.12. **Order** – an assignment to perform a payment given on behalf of the Customer to the Bank in the frame of this Service Agreement. The Customer may submit the Order with or without Notification.
- 1.13. **GTB** – the General Terms of Business of the Bank.
- 1.14. **Online Banking** - as it is stipulated in the Rules Of Providing Payment Services And Management Of Bank Account.
- 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 these Terms of Service.

2. Conclusion of the Service Agreement

- 2.1. This Service Agreement is deemed concluded from the moment when the Bank accepts the Application for provision of the Service, which is prepared and completed as required by the Bank.
- 2.2. The Bank is entitled to refuse accepting of the Application, explaining the reasons of refusal, unless it is prohibited by law.
- 2.3. Upon conclusion of the Service Agreement, the Bank opens the Green Savings Account (single currency account)

for the Customer.

- 2.4. Legal relations between the Parties, which are not regulated by these Terms of Service, shall be governed by the GTB.

3. Provision of the Service

- 3.1. Submission and Execution of Orders
 - 3.1.1. If the Customer is willing to transfer all or part of the funds available in the Green Savings Account to any other account at any moment, the Customer submits the Order in accordance with the requirements set out in the GTB to the Bank in person or via Online Banking.
 - 3.1.2. The Bank shall accept the Order for execution, if it has been prepared as required by the Bank in accordance with the requirements set out in the GTB, and the Customer has been identified in accordance with the Bank’s requirements.
 - 3.1.3. Upon receipt of the Customer’s Order with the Notification for a transfer of funds from the Green Savings Account, the Bank shall continue to calculate interest on the Green Saving Account balance, including the amount specified in the Order, to be debited, until the date on which the Notification expires.
 - 3.1.4. If the requirements set out in Paragraphs 3.1.2 and 3.1.3 of the Terms of Service are met, the amount specified in the Order and debited from the Green Savings Account shall be transferred to the Customer’s account specified in the Order within the Bank and the funds shall be available in the account on the next day after the expiry of the term of the Notification.
 - 3.1.5. If the Customer wants to transfer funds immediately, then the Order without the Notification must be submitted. In this case the Commission Fee is applicable. The Customer has a right to transfer funds from the Green Savings Account to any account specified by the Customer’s. The Pricelist may include additional fees for the execution of the Order.
 - 3.1.6. The Bank is entitled to refuse to execute any Customer’s Order, if the Customer breaches/fails to fulfil/improperly fulfils the Customer’s obligations under these Terms of Service and/or the GTB.
 - 3.1.7. The Bank shall credit any non-cash transfers to the Green Savings Account in accordance with the procedure set out in the GTB.

4. Settlements

- 4.1. The Bank shall calculate the interest based on the monthly average balance according to the Green Savings Account interest rate and conditions indicated on the Bank’s website www.citadele.lt or in the Pricelist and shall credit it to the account at the end of each calendar month, specified in the Application. The Green Savings Account interest is calculated assuming that there are 360 days in a year and 30 days in a month.
- 4.2. The interest rate is variable. Interest rates are published on the Bank website www.citadele.lt.
- 4.3. The Bank is entitled to unilaterally change the interest rates on the balance of the Green Savings Account according to the price of the respective currency on the money market informing the Customer thereof at least 14 days in advance. Information about the changes is also available at the Bank’s customer service premises and on the Bank’s website: www.citadele.lt or in the Pricelist.
- 4.4. The Customer agrees and undertakes to independently follow the information on the Bank’s website

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www.citadele.lt or in the Pricelist on the interest rate paid by the Bank for the balance of the Green Savings Account.

5. Liability of the Parties

5.1. The Parties undertake liability for the discharge of their obligations under this Service Agreement.

6. Special conditions, if the Application for the Service is submitted to the Bank using Online Banking

6.1. By submitting the Application to the Bank via Online Banking:

6.1.1. the Customer certifies that the Bank has provided him/her with and he/she has read the information stipulated by regulatory enactments of the Republic of Lithuania related to remote agreements, i.e. the agreements that are concluded via Online Banking, including information on the Bank as the service provider, the procedure of provision of the Service, as well as information on the Customer's tax payments that the Bank shall make as the service provider (if the Bank shall make such payments in accordance with regulatory enactments of the Republic of Lithuania).

6.1.2. The Customer shall have the right to unilaterally withdraw from the Service Agreement within 14 (fourteen) calendar days from the day of conclusion of the Service Agreement. To exercise the right of withdrawal set out in this Paragraph, the Customer shall send a notice to the Bank via Online Banking or submitting a notice to the Bank in any branch or customer service center of the Bank.

6.1.3. If the Customer has submitted a notice on unilateral withdrawal from the Service Agreement under Paragraph 6.1.2 of the Terms of Service, the Bank shall disburse the funds in the Green Savings Account in accordance with these Terms of Service without applying a Commission fee but shall not pay any interest on the balance of funds in the Green Savings Account to the Customer.

7. Term of Validity and Termination of the Service Agreement

7.1. The Service Agreement is concluded for an indefinite period of time.

7.2. The Customer is entitled to request to close the Green Savings Account and terminate the Service Agreement by submitting a respective application to the Bank. The Green Saving account shall be closed, and Service Agreement is terminated within 10 (ten) calendar days from the day of receipt of Customer's application, in case there are no funds in the Green Savings Account. If, having received request to close the Green Savings Account, there would be future interest payment, the Green Saving Account shall be closed after 10 (ten) calendar days after the last interest payment has been received. In case there are funds in the Green Savings Account prior to the closure thereof, the Commission fee shall be applied.

7.3. The Bank is entitled to close the Green Savings Account and terminate the Service Agreement unilaterally:

7.3.1. by giving 2 (two) months' notice to the Customer (except for the cases referred to in Paragraphs 7.3.2, 7.3.3 of the Terms of Service);

7.3.2. immediately, notifying the Customer in writing if:

7.3.2.1. the Customer fails to comply or improperly complies with the Customer's obligations set out in this Service Agreement and/or the GTB;

7.3.2.2. the Customer has provided false information or

documents to the Bank;

7.3.2.3. there is a debt (negative balance) on the Green Savings Account;

7.3.2.4. the Bank has a grounded suspicion that the Customer or the funds in the Green Savings Account are involved in money laundering or terrorism financing;

7.3.2.5. the Bank has information about extraordinary circumstances that are beyond control of the Bank that may affect safety or confidentiality of the Customer's and/or other Bank's customers' deposits or cause losses;

7.3.2.6. the Bank has information that the Customer is involved in an offence punishable by criminal law and/or other negative information about the Customer which may cause damage to the Bank's reputation;

7.3.2.7. the right of the Bank to terminate the Service Agreement immediately results from the regulatory enactments binding to the Bank or the GTB;

7.3.3. without prior notice and without notifying the Customer in writing, if the Customer has not been making any transactions on the Green Savings Account for more than 12 (twelve) consecutive and the balance of the Green Savings Account is equal to 0 (zero).

7.4. The Bank has the right to close the Green Savings Account unilaterally and terminate the Service Agreement also in cases and in accordance with the procedures set out in the GTB.

7.5. Prior to closing the Green Savings Account the Bank shall debit the Green Savings Account the funds due to the Bank under to this Service Agreement or other agreements concluded with the Bank but shall pay the remaining amount to the Customer's current account with the Bank or another account specified by the Customer subject to the Commission Fee.

8. Resolution of Disputes

8.1. Any disagreement, claim or dispute between the Bank and the Customer resulting from the Service Agreement, related to it or its violation, termination or invalidity, shall be settled in accordance with the current regulatory enactments of the Republic of Lithuania in a court of Vilnius in accordance with jurisdiction of the Republic of Lithuania, according to the place of registration of the Bank.

9. Other Provisions

9.1. The Bank is entitled to withdraw (debit) funds from the Green Savings Account for interest on a deposit and/or Green Savings Account without the respective Order of the Customer in the following cases:

9.1.1. if funds were credited/deposited to the Green Savings Account without legal basis, i.e. as a result of a mistake or technical error;

9.1.2. redeeming the Bank's claims against the Customer;

9.1.3. to be in line with the procedure stipulated in regulatory enactments of the Republic of Lithuania.

9.2. If the expression of the numbers (values) indicated in the Application in words differs from the numerical expression, the expression in words shall be taken as a basis.

9.3. The Bank is entitled to unilaterally amend the Pricelist, the GTB and the Terms of Service in accordance with the procedure set out in the GTB.

9.4. The Bank processes the Customer personal data for the following purposes: servicing of the Green Savings

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account; communication on the service of the Green Savings Account; fulfilment of the contractual obligations and rights as well as requirements of law. The Customer's rights are exercised in accordance with the Bank's Personal data

processing principles published on the Bank's website www.citadele.lt.

9.5. All notices and other information of the Bank shall be sent to the Customer as described so in GTB.