



Citadele

APPLICATION FOR PAYMENT CARD AND ACCOUNT OPENING

Please complete using BLOCK letters and place a cross X in the appropriate box

Jn

Application Number

Customer ID

Date (DD, MM, YYYY)

1. INFORMATION ON THE CUSTOMER

Company name Language of communication/ account statement: English Russian

Address of registered residence (street, house, flat, town, country, postal code)

Contact address for correspondence if different from the address of residence (street, house, flat, town, country, postal code)

Telephone Mobile phone

Fax E-mail address

Registration number Country of registration

Customer authorized person:

Name, surname Identity code /Date of birth

Contact person:

Name, surname Telephone

2. INFORMATION ON THE ACCOUNT

Please open a current account in the Bank or attach the Card to the existing current account (monocurrency account)

Account No*

Please send the Customer's Account Statement: To Citadele online banking To Citadele DIGI::FIRMA By mail to the address of registered residence By mail to the contact address

Hereby the Customer authorises the Bank to issue the Card and the PIN code attached to the Card to the following person:

3. INFORMATION ON THE CARDHOLDER

Name, surname Password

Address of actual residence (street, house, flat, town, country, postal code) Cardholder's relationship to the Customer

Identity code / Date of birth Passport No.

Telephone Mobile phone E-mail address

4. INFORMATION ON THE CARD

Card	Type of Card			Currency	Collateral
Debit Card	<input type="checkbox"/> Maestro	<input type="checkbox"/> Visa Electron		<input type="checkbox"/> EUR	<input type="checkbox"/> Term deposit
Credit Card	<input type="checkbox"/> MasterCard Business	<input type="checkbox"/> Visa Business	<input type="checkbox"/> Visa Platinum	<input type="checkbox"/> USD	<input type="checkbox"/> Safety deposit
	<input type="checkbox"/> MasterCard Gold	<input type="checkbox"/> Visa Gold			
Virtual Card	<input type="checkbox"/> MasterCard	<input type="checkbox"/> Visa Classic		<input type="checkbox"/> LVL	<input type="checkbox"/> Other
Cash card	<input type="checkbox"/> Cirrus				

Please allocate Credit limit (amount)

Deposit (amount, currency)

5. SIGNATURES

Company's name on the Card ** (only Latin alphabet to be used)

Cardholder's name and surname on the Card ** (only Latin alphabet to be used)

This is to certify that I have received the Terms of the Card use and servicing, the Terms of opening and maintenance of a current account, I have acquainted myself with them, I agree to them fully and undertake to fulfill them.

Special terms and conditions

Customer's signature, seal Cardholder's signature

6. BANK

TO BE FILLED IN BY THE BANK

Special terms and condition
Card number (for Cirrus only)
Deposit (amount, currency)
Deposit Account No
Card to be sent to

Received:

Place of acceptance
Bank employee
Employee's ID
Signature, stamp

Accepted:

Credit Limit (amount)
Signature, stamp

* To be filled in by the Bank employee
** Except Cirrus

TERMS OF USE AND SERVICING OF CARDS, INCLUDING THE CARDS WITH THE CREDIT LIMIT

1. Terms used in the Terms of Use and Servicing of Cards and their explanations

- 1.1. **Account** – current account of the Customer in the Bank to which the Card is attached.
 - 1.2. **Application** – an application in the form approved by the Bank that is completed by the Customer to receive the Service.
 - 1.3. **Bank** – JSC "Citadele banka", unified registration No 40103303559, legal address: Republikas laukums 2A, Rīga, LV-1010, e-mail: info@parex.lv.
 - 1.4. **Bank ATM (hereinafter referred to as ATM)** – a device for execution of separate Transactions using the Card.
 - 1.5. **Card** – an international payment card, debit card/credit card issued and owned by the Bank that has been chosen by the Customer and that is specified in the Application for receipt of the Service.
 - 1.6. **Cardholder** – private individual specified by the Customer who has the rights to use the Card; an authorized person of the Customer – legal person.
 - 1.7. **Credit Limit** – the maximum amount up to which the Customer can use the Loan.
 - 1.8. **Credit Limit Overdraft** – increase of the Account debit (negative) balance by the amount, which exceeds the Credit Limit assigned to the Account.
 - 1.9. **Credit Interest** – the penalty that the Customer pays to the Bank for the actually used Loan in accordance with the Terms of Service and Pricelist.
 - 1.10. **Customer** – legal person in whose name the Account is opened.
 - 1.11. **CV2/CV2 Code** – check-up value/code of the Card that the Cardholder uses to execute Transactions on the Internet.
 - 1.12. **Late Payment Interest** – the remuneration expressed as a percentage specified in the Pricelist, which the Customer shall pay if the Customer has not paid in the Minimum Instalment by the Settlement Day, or has not repaid the Unauthorized Negative Balance, if the Account does not have the Credit Limit.
 - 1.13. **Loan** – funds of the Bank (loan resources), which the Bank permits the Customer to use during the term of use of the Loan in order to make payments for the Transactions and make payments that are due to the Bank in accordance with the Service Agreement.
 - 1.14. **Merchant** – a merchant who accepts the Card as a means of payment for goods and services.
 - 1.15. **Minimum Instalment** – the amount of money calculated by multiplying the actually used amount of the Loan by the Minimum Instalment Rate specified in the Pricelist, as well as the whole amount of the Credit Limit Overdraft (if any) on the last day of the Settlement Cycle.
 - 1.16. **Parties** – the Customer and the Bank.
 - 1.17. **Password** – the word specified by the Customer/Cardholder that he/she uses for authorization by phone in order to receive information about the Card and transactions made with the Card, as well as to stop (block) the Card.
 - 1.18. **Penalty Interest** – penalty that the Customer pays to the Bank for the Credit Limit Overdraft or Unauthorized Negative Balance in accordance with the Service Agreement and the amount of which is specified in the Pricelist.
 - 1.19. **PIN Code** – personal identification number known exclusively to the Cardholder used for his/her identification when executing Transactions using the Card.
 - 1.20. **Pricelist** – valid Pricelist for services of the Bank.
 - 1.21. **Security Deposit** – Customer's or a third person's funds placed on a term deposit or special deposit in the Bank, which are used as financial collateral to guarantee fulfillment of obligations of the Customer against the Bank that are stipulated in the Service Agreement.
 - 1.22. **Service** – issuance of the Card to the Cardholder and servicing thereof, as well as other services of the Bank related to use of the Card.
 - 1.23. **Service Agreement** – an agreement, which integral parts are the Application and Terms of Service, between the Bank and the Customer on receiving the Service.
 - 1.24. **Settlement Cycle** – calendar month.
 - 1.25. **Settlement Day** – 15th date of the month following the Settlement Cycle.
 - 1.26. **Spending Limit** – restriction of the amount of funds available to the Cardholder using the Card, including restriction of number and/or amount of Transactions per day/month.
 - 1.27. **Terms of Service** – these Terms.
 - 1.28. **Term of Use of the Loan** – the period of time, within which the Bank permits the Customer to use the Loan.
 - 1.29. **Transaction** – all transactions that may be executed using the Card, including – information of the Card.
 - 1.30. **Unauthorized Negative Balance** – entire amount of debit (negative) balance of the Account if the Account does not have a Credit Limit. The Unauthorized Negative Balance can occur, if the Bank withholds payments related to rendering of the Service and/or concluding a Transaction, and which is due to the Bank in accordance with the Service Agreement and/or the Pricelist, if there are no sufficient funds of the Customer on the Account.
 - 1.31. **Virtual Card** – information of an international payment card owned by the Bank that is transferred to the Customer for use to conclude the Transactions in the Internet.
- 2. General Provisions**
- 2.1. The Terms of Service govern legal relations between the Customer and the Bank that appear in connection with issuance, use and servicing of the Card and the Loan. Using the Card, the Cardholder can pay for goods and services, withdraw cash from ATM, make cash deposit in the Bank's ATM, pay bills in Bank's ATM, unlock or change PIN code in the Bank's ATM.
 - 2.2. By signing the Application, the Customer certifies that:
 - 2.2.1. the Customer/Cardholder will not use the Card or the Service for illegal purposes, including laundering of proceeds derived from crime;
 - 2.2.2. the Card will be used in the interests of the Customer and/or Cardholder and not on the instructions of a third party in order to avoid disclosure of the identity of this person;
 - 2.2.3. the Application is signed, expressing a free will of the Customer, the Bank has provided the Customer with complete and exhaustive information on the Service, the content, meaning and consequences of the Terms of Service have been discussed, including the procedure for examination of disputes, the Customer acknowledges the Service Agreement as fair, mutually beneficial, voluntarily signs the Application without delusion and deceit, and undertakes to fulfil the Service Agreement;
 - 2.2.4. he/she has got fully acquainted with the Terms of Service, agrees with them and undertakes to observe them, as well as to ensure that the Cardholder gets acquainted with them and observes them;
 - 2.2.5. understands the risks connected with use of the Service.
 - 2.3. Use of a Card and PIN code, use and servicing of CV2/CV2 Code, receiving, use and servicing of the Account and Card are governed by the Service Agreement, General Terms of Business of the Bank, regulatory documents approved by the international payment card organisations (depending on the type of a Card) and the effective legal acts of the Republic of Latvia.
 - 2.4. The terms used in the Terms of Service refer both to single and plural forms. The titles of sections are only provided to improve readability and shall not be used to interpret the content.
 - 2.5. The Customer/Cardholder is entitled to request the Bank to change the Password.
- 3. Conclusion of the Service Agreement**
- 3.1. A Service Agreement is concluded on the grounds of Application of the Customer.
 - 3.2. The Bank is entitled not to accept Application of the Customer and/or not to issue the Card without explaining the reasons for refusal.
 - 3.3. The Bank issues the Card and PIN Code to the Cardholder in a special envelope. If the Card is the Virtual Card, information on the Card number and validity as well as information on CV2/CV2 code is rendered to the Cardholder.
 - 3.4. The Service Agreement is deemed to be concluded from the moment when the Customer has an opportunity to start performing Transactions.
- 4. Use and Servicing of the Card**
- 4.1. Use of the Card
 - 4.1.1. One basic Card is attached to each Account and one or several supplementary Cards can be attached additionally. Basing on the instructions of the Customer, a basic Card or a supplementary Card is issued to the Cardholder.
 - 4.1.2. Card is a plastic card with a magnetic stripe/chip. The following information is specified on the Card: type of Card, Card number, term of validity of the Card, Cardholder's name and surname (excluding VISA Plus and Cirrus Cards, on which the Cardholder's name and surname is not specified). If the Card is the Virtual Card, it is not issued as an object, because it exists virtually, but it contains all the aforementioned Card information.
 - 4.1.3. The Card is valid until the last day of the month of the year specified on it or determined for the Virtual Card (inclusive).
 - 4.1.4. When the term of validity of the Card expires, a new Card is produced, unless the Customer has instructed otherwise 30 (thirty) business days before the end of the term of validity of the Card. Annually or monthly fee specified in the Pricelist is withheld from the Account. If the Customer/Cardholder has not collected the Card within 3 (three) months and has not started to make out Transactions, the Bank is entitled to cancel it without reimbursing to the Customer the commission fees withheld in accordance with this article, as well as to terminate the Service Agreement if there are no other active Cards, according to the present Service Agreement.
 - 4.2. Transactions Executed with the Card
 - 4.2.1. If the Card is the Virtual Card, the Cardholder can execute Transactions with the Card on the Internet, as well as withdraw cash in the Bank.
 - 4.2.2. If the Card is VISA Plus or Cirrus Card, the Cardholder can pay in or withdraw cash from an ATM, as well as withdraw cash in the Bank.
 - 4.2.3. If the Card is the Card of other type, i.e. such Card that is not specified in Article 4.2.1 and 4.2.2, the Cardholder can execute Transactions with the Card on the Internet, pay in or withdraw cash from an ATM, as well as withdraw cash in the Bank.
 - 4.3. Identification of the Cardholder and consent to execute Transactions.
 - 4.3.1. The Card may be used only by the Cardholder specified on it, excluding the Virtual Card, VISA Plus or Cirrus Card. VISA Plus, Cirrus Card or the Virtual Card may be used only by the Cardholder specified in the Application.
 - 4.3.2. The Bank assumes that the Cardholder is identified and the Cardholder has given his/her consent to execute Transaction, if the PIN Code entered in an ATM or Card acceptance device/system corresponds to the data encoded in the magnetic stripe/chip of the Card, or if the signature on the document attesting a Transaction is analogous to the Cardholder's signature on the Card signature sample strip and/or Application and/or the copy of the document attesting identity submitted to the Bank, or if the CV2/CV2 code entered for conclusion of a Transaction using the Virtual Card coincide with the data encoded in the authorization software of the Bank. The Parties shall consider that PIN Code or CV2/CV2 Code is a personal signature of the Cardholder used to approve the respective Transactions with the Card, imposing liabilities on the Customer in accordance with the effective legal acts of the Republic of Latvia.
 - 4.3.3. As of the moment when the Customer has given his/her consent to execute a Transaction, the Cardholder is not allowed to revoke it any more.
 - 4.3.4. The Cardholder's consent to execute a Transaction can be revoked only in case, if the Bank has additionally agreed on it with the Customer/Cardholder. Such agreement is possible, if the Bank can prevent the fulfillment of an order or return the transferred amount.
 - 4.4. Restriction of Transactions
 - 4.4.1. In order to increase safety of the Customer funds on the Account, the Bank sets the Spending Limit for the Card (for the basic Card and each supplementary Card), on which the Customer can receive information in the customer servicing centres of the Bank, in the respective remote account management system or by calling the Bank's 24-hour information service. The Bank can change the Spending Limit on the grounds of application of the Customer. It is an obligation of the Customer to inform the Cardholder about the Spending Limit set for the Card.
 - 4.5. An obligation of the Cardholder is to observe the following requirements for use of the Card:
 - 4.5.1. if the Card is not the Virtual Card, VISA Plus or Cirrus Card, to sign the Card on the signature sample strip immediately after receipt of the Card;
 - 4.5.2. to store the Card in the same way as checks and cash and daily check/verify presence of the Card;
 - 4.5.3. to keep the Card away from high temperature, influence of electromagnetic fields and mechanical damage;
 - 4.5.4. to handle the Card, PIN Code, CV2/CV2 Code and Card number carefully and thoughtfully, in order to prevent unauthorized persons from using the Card, PIN Code, CV2/CV2 Code or Card number, not to put down PIN Code on the Card or other objects that are kept together with the Card;
 - 4.5.5. not to transfer the Card, Card number and other information with regard to the Card to other persons unless this is done in accordance with the Merchant's regulations on execution of transactions;
 - 4.5.6. to make sure that a Merchant accepts the Card as a means of payment only in the presence of the Cardholder and to present a document attesting identity by request of the Merchant;
 - 4.5.7. not to exceed the Spending Limit and the Credit Limit;
 - 4.5.8. to make sure, before signing a document attesting a Transaction or after entering the PIN Code, that the amount of the Transaction specified in the document attesting the Transaction (including electronic document) corresponds to the actual amount of the Transaction (if the Card is used in card acceptance devices);
 - 4.5.9. to sign a document attesting the Transaction analogically to his/her signature on the Card;
 - 4.5.10. to store the documents attesting the Transaction for at least 6 (six) months;
 - 4.5.11. not to use the Card after the end of the term of validity or when activity of the Card is suspended or stopped due to any reason;
 - 4.5.12. to immediately submit the Card to the Bank by request of the Bank;
 - 4.5.13. to submit to the Bank or destroy the Cards that are invalid for execution of Transactions;

- 4.5.14. if the Card is the Virtual Card, to observe the requirements stipulated in Article 4.5.5, 4.5.7, 4.5.8, 4.5.10 and 4.5.11 of the Terms of Service;
 - 4.5.15. if the Card is VISA Plus or Cirrus Card, to observe the requirements stipulated in Article 4.5.2, 4.5.3, 4.5.4, 4.5.5, 4.5.7, 4.5.8, 4.5.10, 4.5.11, 4.5.12 and 4.5.13 of the Terms of Service.
 - 4.6. Actions in case of loss of the Card or illegal activities with the Card
 - 4.6.1. If the Card is lost or stolen or the Customer/Cardholder has grounds to consider that the PIN/CV2/CV2 Code of the Card has become known to an unauthorized person, the Customer/Cardholder shall:
 - 4.6.1.1. immediately notify the Bank by calling the Bank's 24-hour information service at +371 67010000 and submit the respective application to the Bank within 7 (seven) calendar days;
 - 4.6.1.2. instruct the Bank to automatically close the Card, if the Customer uses remote account management services which allow to close the Card;
 - 4.6.1.3. declare theft or loss of the Card in the nearest police office;
 - 4.6.1.4. by request of the Bank provide the Bank with the information available to Customer/Cardholder regarding loss/theft of the Card;
 - 4.6.1.5. immediately notify the Bank by calling the Bank's 24-hour information service at +371 67010000 or submit to the Bank the respective application if the lost/stolen Card is found.
 - 4.6.2. When receiving verbal information stipulated by Article 4.6.1.1 of the Terms of Service from the Customer/Cardholder, the Bank blocks the specific Card or, if the Customer/Cardholder is unable to specify the Card number or provide other detailed information, blocks all Cards attached to the Account. When receiving written information stipulated by Article 4.6.1.1 of the Terms of Service from the Customer/Cardholder, the Bank closes the blocked Card (Cards). In accordance with Article 4.6.1.2 of the Terms of Service, the order received at the Bank is executed automatically.
 - 4.7. The Bank issues a new Card to the Customer/Cardholder on the grounds of application of the Customer.
- 5. Other Services rendered to the Customer within the Framework of this Service Agreement**
- 5.1. Granting of the Loan and the Term of Use
 - 5.1.1. The Customer can ask the Bank to grant a Loan to him/her stating it in his/her Application or submitting a separate application within the term of validity of the Service Agreement. The Bank is entitled to refuse issuing a Loan to the Customer without explaining the reasons for refusal. When requesting a Loan and/or during use of the same, the Customer shall submit to the Bank all the documents/information requested by the Bank.
 - 5.1.2. The Loan is granted as of the moment when the Bank increases the balance available on the Account by the amount of the Credit Limit assigned by the Bank.
 - 5.1.3. The Customer is entitled to use the Loan within 1 (one) year as of the day of granting the Loan by the Bank. The Bank is entitled to extend the term of use of the Loan automatically for 1 (one) year, and the Bank at its own discretion may extend the term of use of the Loan for each subsequent 1 (one) year pursuant to the same procedure. If the Bank does not extend the term of repayment of the Loan then the Bank informs the Customer at least 30 (thirty) days prior to the end of the term of use of the Loan, and the Customer shall settle accounts with the Bank in full on the last day of the term of use of the Loan.
 - 5.1.4. If the Customer places the Security Deposit in the Bank, then the term of use of the Loan can be regarded as equal to the term of the Security Deposit. The Bank may extend the term of use of the Loan for the term, for which the term of the Security Deposit has been extended. If the Customer has violated conditions of the Service Agreement, the Bank is entitled not to extend the term of the Security Deposit and use its rights stipulated in Article 10.2 of the Terms of Service.
 - 5.1.5. The Credit Limit can be increased or decreased within the term of validity of the Service Agreement by mutual agreement of the Parties. The Bank shall be entitled to apply a commission fee for consideration of the Customer's application for increase or decrease of the Credit Limit in accordance with the Pricelist of the Bank, which is in effect on the moment of consideration of the application.
 - 5.1.6. Having made a decision to decrease the Credit Limit, the Bank blocks the amount of the Loan on the Account available to the Customer till the new Credit Limit, in his/her turn, the Customer has to repay the difference between the amount of the Loan used and the new Credit Limit within 30 (thirty) days in addition to the payments mentioned in the Service Agreement.
 - 5.2. Security Deposit
 - 5.2.1. The Bank is entitled to request the Customer to place a Security Deposit in the amount stipulated by the Bank.
 - 5.2.2. The Security Deposit is considered as financial collateral provided to the Bank.
 - 5.2.3. The minimum term of the Security Deposit is 1 (one) year. During the term of validity of the Service Agreement, the Bank automatically extends the term of the Security Deposit for each subsequent term that is equal to the previous term.
 - 5.2.4. During the term of validity of the Service Agreement, the Security Deposit can only be decreased or withdrawn in full amount upon consent of the Bank and in compliance with the requirements of the Bank, on the grounds of the respective application of the Customer. In case of a positive decision of the Bank, the Bank disburses the Security Deposit (a part thereof) to the Customer not earlier than after 40 (forty) calendar days from the day when his/her application was submitted to the Bank. The Bank can make a decision on an earlier term of the Security Deposit disbursement. Non-repaid amount of the Loan and the outstanding payments to be made in accordance with the Service Agreement and/or Pricelist are withheld from the amount of Security Deposit and calculated interest to be disbursed to the Customer, but in respect of the amount is transferred to the account specified by the Customer.
 - 5.2.5. The Customer authorizes the Bank without a separate order from the Customer to use the Security Deposit and calculated interest also to repay other claims of the Bank towards the Customer.
 - 5.3. The funds on the Account and on other accounts of the Customer in the Bank shall be regarded as financial collateral provided by the Customer securing fulfillment of the obligations under the Service Agreement as of the moment of issuance of the Loan.
- 6. Settlements, Payment for Services**
- 6.1. General Settlement Procedure
 - 6.1.1. The Customer authorizes the Bank to withdraw funds from the Account without a separate order from the Customer, including creation or increase of the debit (negative) balance (Credit amount) of the Account.
 - 6.1.1.1. to pay Transaction amount;
 - 6.1.1.2. to pay fee simultaneously with making book-keeping entries for the respective Transaction and provision of other services of the Bank in accordance with the respective Pricelist valid at the moment of execution of the transaction;
 - 6.1.1.3. to make payments, which are not specified in the Pricelist, but which the Bank has to perform in order to ensure rendering of the Service;
 - 6.1.1.4. to make other payments performed by the Customer/Cardholder that are provided for in the Service Agreement.
 - 6.1.2. If the Cardholder has executed the Transaction in the currency that differ from the Account currency, the Bank carries out conversion of the Transaction amount into the Account currency according to the interbank exchange rate determined by the international card organisations and/or exchange rate determined by the Bank of Latvia determined for the day when the Transaction data are received by the Bank. The Customer shall pay the currency exchange mark-up in the amount specified in the Pricelist for change of the Transaction amount.
 - 6.1.3. Book-keeping entry for the Transaction is made not later than the next day after the data on the Transaction is received at the Bank.
 - 6.1.4. Should the Customer discover discrepancies between the Transactions specified in the Account statement and the Transactions actually performed by the Customer/Cardholder, he/she shall immediately, but not later than within 45 (forty-five) calendar days from the day when a book-keeping entry is made for the Transaction, notify the Bank thereof in writing.
 - 6.1.5. The Customer's obligation to pay for the Transaction arises at the moment of execution of the Transaction.
 - 6.1.6. It is considered that the Cardholder's order to make a payment to the Merchant for a Transaction is submitted on the day when the Transaction is registered on the Account.
 - 6.1.7. The Bank does not reimburse disputed funds to the Customer, if the Customer is identified under the procedure stipulated by the present Terms of Service or if the Customer/Cardholder has acted without proper care or illegally when performing the respective Transaction.
 - 6.2. Settlements Related to a Loan
 - 6.2.1. The Customer shall pay the Credit Interest to the Bank on the amount of the Loan that has been used. The Bank calculates the Credit Interest for the loan used starting from the day following the Settlement Day till the day (excluding it), when the amount of the Loan used is repaid in full till the end of the previous Settlement Cycle. The Credit Interest is calculated from the used amount of the Loan that has not been repaid on the last day of the Settlement Cycle taking into account the payments made in the current Settlement Cycle.
 - 6.2.2. Starting from the calendar month following the commencement of use of the Loan the Customer shall make payment of the Minimum Instalment into the Account by the Settlement Day at least once a month. The Customer may receive the information about the exact amount of the Minimum Instalment at the Bank, in the Account Statement or Citadele Online Banking.
 - 6.2.3. If the Customer has not paid in the Minimum Instalment by the Settlement Day the Customer shall pay the Late Payment Interest in addition to the Credit Interest and the Penalty Interest (if any). The Bank calculates the Late Payment Interest starting from the day following the Settlement Day until the day (excluding), when the corresponding amount is paid. The Late Payment Interest is calculated on the negative Account balance at the end of the previous Settlement Cycle, taking into account all the amounts paid into the Account in the current Settlement Cycle.
 - 6.2.4. The Bank calculates the Penalty Interest for the Credit Limit Overdraft from the day when such Credit Limit Overdraft occurs until the day (excluding), when the excess amount is repaid. Payment of the Penalty Interest does not release the Customer from fulfillment of the obligations stated in the Service Agreement.
 - 6.2.5. The Credit Interest and the Late Payment Interest are calculated for each day, assuming that there are 360 (three hundred and sixty) days in a year.
 - 6.2.6. The Bank withdraws the calculated interest from the Account on the 1st date of the Settlement Cycle. If there are no sufficient Customer funds on the Account then the Bank withdraws the amount due to it from the amount of the Loan, or if the Loan has been used /Credit Limit has been cancelled the Bank increases the negative Account balance.
 - 6.2.7. If the Customer fails to ensure the funds on the Account sufficient for making the payments stipulated by the Service Agreement in full, the Bank is entitled, but not liable to withdraw the funds necessary to fulfil the obligations stipulated by the Service Agreement from the Security Deposit or any other account of the Customer in the Bank without a separate payment order or order of the Customer, if necessary, converting funds in other currencies on other Customer's accounts into the currency of the Account according to the exchange rate set out by the Bank for non-cash operations at the moment of conversion.
 - 6.3. The Customer pays to the Bank the fees stipulated by the Service Agreement and Pricelist for the Service.
 - 6.4. The Customer shall repay the Unauthorized Negative Balance to the Bank immediately after it has occurred and simultaneously the Customer shall pay the Penalty Interest (if it is calculated). If the Customer has not made the payment stipulated by this article till the 15th (fifteenth) date of the next calendar month following the month when the Unauthorized Negative Balance occurred, the Bank calculates the Late Payment Interest for the Unauthorized Negative Balance as of the end of the previous calendar month for each day, starting with the 16th (sixteenth) date till the day (excluding it), when the corresponding amount is paid in, taking into account all amounts that have been paid to the Account till the repayment of the Unauthorized Negative Balance, and the Customer shall pay this Late Payment Interest to the Bank. The Penalty Interest payment does not release the Customer from fulfillment of obligations mentioned in the Service Agreement.
 - 6.5. The annual/monthly fee for the Card specified in the Pricelist is withdrawn for the first time from the Account balance as of the moment when the Customer receives the Card or starts execution of Transactions. For each next successive year of use of the Card the annual fee is withdrawn from the balance of the Account till the 5th (fifth) date of the first month of the next year of use of the Card. A monthly fee for the current month of use of the Card is withdrawn from the balance of the Account till the 5th (fifth) date of the each calendar month.
 - 6.6. An account statement is issued to the Customer in accordance with the type of communication specified in the Application. All of the performed Transactions are specified in the Account statement, as well as other information regarding transactions in the Account, including interest and penalties in accordance with the Service Agreement. If it is specified in the Application that the Customer wishes to receive the Account statement by mail, then the Account statement for the previous month is sent to the Customer by mail before the 5th (fifth) date of each month. The Customer pays remuneration to the Bank for sending of the statement in the amount stipulated by the Pricelist.
 - 6.7. If the Customer fails to ensure the funds on the Account sufficient for making the payments stipulated by the Service Agreement in full, the Bank is entitled, but not liable to withdraw the funds necessary to fulfil the obligations stipulated by the Service Agreement from the Security Deposit or any other account of the Customer in the Bank without a separate payment order or order of the Customer, if necessary, converting funds in other currencies on other Customer's accounts into the currency of the Account according to the exchange rate set out by the Bank for non-cash operations at the moment of conversion.
- 7. Obligations of the Customer**
- 7.1. The Customer undertakes:
 - 7.1.1. acquaint the Cardholder with the Terms of Service and amendments thereof, should there be any;
 - 7.1.2. observe and execute in good faith the Service Agreement and to ensure that the Cardholder observes and executes the Terms of Service;
 - 7.1.3. ensure execution of his/her obligations stipulated by the Service Agreement;
 - 7.1.4. keep track of use of the Card and Account;
 - 7.1.5. ensure that the Cardholder specified in the Application uses the Card, VISA Plus, Cirrus Card or the Virtual Card;

- 7.1.6. immediately make all the payments to the Bank following from the Service Agreement, ensuring availability of the respective funds on the Account;
- 7.1.7. immediately, but not later than within 30 (thirty) calendar days from the day when the respective circumstances come into force, notify the Bank of any changes that concern what is specified in the Service Agreement and other information/documents that are submitted to the Bank, including on change of name and/or surname of the Cardholder by submitting documents attesting the changes. In case of change of name and/or surname of the Cardholder, a new Card is produced on the grounds of application of the Customer.
- 7.2. Non-receipt of an Account statement does not release the Customer from due execution of obligations of the Customer stipulated by the Service Agreement.
- 8. Submission of Documents and/or Information**
- 8.1. All notices from the Bank and other information is sent to the Customer to the specified or later in writing submitted actual address, or communicated using Citadele Online Banking or submitted to the Customer in person against signature. The Customer agrees that the Bank or legal persons connected with the Bank send to the Customer information on services of the Bank, as well as on goods and services offered by the third parties, to the actual address of the Customer or, by request of the Customer, to the specified e-mail address, unless the Customer has declined to receive the said information.
- 8.2. The Bank is entitled to render information about the Customer, the Customer's obligations and a course of their fulfillment to the Bank of Latvia and to demand from the Bank of Latvia information about the Customer and persons associated with the Customer, their obligations and a course of their fulfillment in accordance with the Regulations on the Credit Register approved by the Bank of Latvia. The Customer and its associated persons shall be entitled to request and receive information regarding themselves from the Credit Register in accordance with the Regulations on the Credit Register approved by the Bank of Latvia, that is available to the Customer and its associated persons at the homepage of the Bank or the Bank of Latvia at www.bank.lv. The Customer agrees to the submission of his/her personal data to third parties, if the Bank deems that it is necessary for recovery of debts from the Customer.
- 8.3. The Bank provides data on the Customer/Cardholder and Transactions executed by him/her in the cases, amount and under the procedure stipulated by the effective legal acts of the Republic of Latvia. The Bank shall not notify the Customer/Cardholder of submission of the data specified in this Article of the Terms of Service.
- 9. Liability of the Parties**
- 9.1. The Customer is fully responsible for execution of the obligations stipulated by the Service Agreement, including for the Transactions made using the Cards issued to Cardholders. The Customer undertakes to cover the losses that are inflicted on the Bank as a result of any Transactions executed using the Cards issued to Cardholder or other activities with the Card. In this case, the Bank is not responsible for losses of the Customer.
- 9.2. The Customer is responsible for timely submission of documents and information and for authenticity, correctness, completeness, validity of documents and information submitted to the Bank. In case of submission of false, incomplete, wrong, invalid documents and information or untimely submission thereof, the Bank shall not be responsible for losses of the Customer. Should the losses appear to the Bank as a result of the said circumstances, it is the obligation of the Customer to compensate them to the Bank in full amount.
- 9.3. The Bank shall not be responsible for:
- 9.3.1. refusal of a Merchant/third party to accept the Card as a means of payment;
- 9.3.2. for quality of products and services purchased using the Card as a means of payment;
- 9.3.3. for losses of the Customer that appear in the cases when the Cardholder has been unable to use the Card due to disruptions or damage of the communication lines, or due to other technical reasons and otherwise, that are beyond the control of the Bank;
- 9.3.4. for losses of the Customer that appear in the cases when restrictions or limits set for a third party have interfered with the interests of the Customer/Cardholder or have affected the use of the Card as a means of payment.
- 9.4. Liability of the Customer in case of loss of the Card or illegal activities with the Card.
- 9.4.1. The Customer is responsible for each Transaction with the Card until the moment when the Bank receives the verbal notice from the Customer/Cardholder stipulated by the article 4.6.1.1 of the Terms of the Service or the order from the Customer/Cardholder stipulated by the article 4.6.1.2 of the Terms of the Service;
- 9.4.2. The Customer is responsible for each Transaction with the Card executed without authorization (the Merchant accepts the Card for settlements without check-up of the status of the Card, including check-up of the Account balance in the Bank) and which does not exceed 150 EUR (one hundred and fifty euro) or equivalent in the other currency – until receipt of the written application certifying the established fact by the Bank in accordance with Article 4.6.1.1 of the Terms of the Service or receipt of an order from the Customer/Cardholder stipulated by Article 4.6.1.2 of the Terms of the Service.
- 9.5. The Customer is not responsible for the Transactions made on the Internet that the Customer/Cardholder has contested at the Bank immediately after making the Transaction, but not later than before the 15th (fifteenth) day of the following month, except, if malicious activity of the Customer/Cardholder and/or violation of the present Terms of the Service is discovered.
- 9.6. The Customer is informed that the Bank uses services of the third parties to ensure rendering of the Service. The Bank is not responsible for losses and inconveniences of the Customer, should this be a result of activities or inactivity of the third parties.
- 9.7. If the Customer/Cardholder has allowed illegal use of the Card or use of the Card that does not comply with the Service Agreement, the Customer is responsible for all obligations that arise in connection with that.
- 9.8. If the Cardholder and the Customer is not one and the same person, the Cardholder is not a party of the present Service Agreement; therefore the Bank is not responsible to the Cardholder for his/her claims and demands.
- 9.9. The Parties are responsible for non-execution or undue execution of the Service Agreement under the procedure stipulated by the Service Agreement and the effective legal acts of the Republic of Latvia.
- 9.10. The Bank and the Customer are not responsible for losses that are connected with force majeure circumstances.
- 9.11. The parties have agreed that in accordance with conditions of the Payment Service Law the information rendered in a standard agreement shall not be included in the Terms of Service.
- 10. Restriction of Activity of the Service Agreement, Including Amendment and Termination of Conditions of the Services Rendered within the Framework of the Service Agreement**
- 10.1. The Bank is entitled unilaterally without warning the Customer to:
- 10.1.1. refrain from debiting or crediting the Account and/or suspend (block) the Card or all of the Cards attached to the Account, should the Bank have suspicion that the Card is used for legalization of proceeds from criminal activity or other illegal activity;
- 10.1.2. suspend (block) the Card or all of the Cards, attached to the Account, and/or the Account, if the Customer fails to fulfill his/her obligations to the Bank, has submitted false information or documents to the Bank in the Application or within the term of validity of the Service Agreement, if the Customer/Cardholder does not observe the Service Agreement, until the violation is eliminated;
- 10.1.3. suspend (block) access to the funds found in the Account and transferred to it thereafter, should the Bank receive a resolution of a competent institution or person on encumbrance of funds of the Customer, or incontestable withdrawal of the funds of the Customer until removal of such encumbrance and/or execution or revocation of decision on incontestable withdrawal of the funds of the Customer, as well as not to execute the said resolution if there are no funds in the Account of the Customer;
- 10.1.4. suspend (block) the funds currently found in the Account and transferred to it thereafter, should the Bank use its rights to revoke the Credit Limit and request the Customer to repay the Loan, on the grounds of any of the circumstances stipulated in Article 10.2 of the Service Agreement. The Parties agree that the funds blocked in the Account in the amount of debt of the Customer to the Bank are deemed to be financial collateral provided for execution of obligations of the Customer arising from the Service Agreement;
- 10.1.5. suspend (block) the Card or all of the Cards attached to the Account, should the Bank discontinue issuance of the respective type of Cards;
- 10.1.6. suspend (block) the Card, if PIN code entered by the Cardholder into ATM or card acceptance device/system three times does not coincide with data encoded on the Card magnetic bar/chip.
- 10.2. The Bank is entitled to decrease the amount of the assigned Credit Limit and/or increase the Minimum Instalment Rate unilaterally informing the Customer if:
- 10.2.1. the Bank has at its disposal the information about increase of the Customer's obligations, decrease of the Customer's income, delayed payments, third party claims or other circumstances, which have or may have a negative impact on the Customer's Solvency;
- 10.2.2. the collateral determined for receipt of the Loan has been lost (Security Deposit, Guarantee, etc.);
- 10.2.3. the Customer has delayed the fulfillment of his/her obligations against the Bank within the period of validity of the Service Agreement;
- 10.2.4. the term of the Security Deposit is not extended in accordance with the requirements stipulated in these Terms of Service;
- 10.2.5. upon request of the supervisory bodies.
- 10.3. The Bank is entitled unilaterally to amend the Pricelist, the General Terms of Business of the Bank and the Terms of Service, about which the Customer may receive information in customer servicing centres or by calling the Bank's 24-hour information service. The Bank informs the Customer on amendments the consequences of which are essential and which are not favourable to the Customer by placing the information on the homepage of the Bank and in customer servicing centres. Should the Customer disagree with the amendments made by the Bank, then the Customer is entitled to terminate the Service Agreement, making all the payments resulting from the Service Agreement.
- 11. Term of Validity and Termination of the Service Agreement**
- 11.1. The Service Agreement is concluded for indefinite term and is valid until complete execution of the obligations stipulated by the Service Agreement. The term of validity of the Card shall not be deemed as the end date of the Service Agreement.
- 11.2. The Customer is entitled to unilaterally terminate the Service Agreement submitting to the Bank a respective application and submitting all the Cards received in accordance with the Service Agreement. The Bank terminates activity of the Card within 7 (seven) calendar days from receipt of the Customer's application.
- 11.3. The Bank is entitled on its own initiative to close all Cards attached to the Account and to unilaterally terminate the Service Agreement, without prior warning of the Customer, informing the Customer in writing if:
- 11.3.1. The Customer does not fulfill his/her obligations before the Bank;
- 11.3.2. the Customer/Cardholder does not observe this Services Agreement;
- 11.3.3. the term of the Security Deposit is not extended due to any reason;
- 11.3.4. the Customer/Cardholder has not carried out transactions on the Account for the period longer than 3 (three) last subsequent months and the Account balance is equal to zero or the Account has debit (negative) balance;
- 11.3.5. the Account is closed;
- 11.3.6. the Bank discontinues issuance of the respective type of Cards;
- 11.3.7. the Customer has submitted counterfeit documents or false information to the Bank;
- 11.4. The Bank is entitled on its own initiative to close all Cards attached to the Account and to unilaterally terminate the Service Agreement, not explaining the reasons, if the Bank informs the Customer about that in writing in 7 (seven) calendar days in advance.
- 11.5. In any case of termination of the Service Agreement the Customer has the obligation to make all of the payments in full amount, which are stipulated by the Service Agreement, but outstanding as of the moment of termination of the Service Agreement.
- 11.6. The Customer is responsible for the Transactions executed with the Cards attached to the Account for 40 (forty) calendar days after the day when the Cards are closed.
- 11.7. The Customer can receive the Security Deposit and its interest in 40 (forty) calendar days after closing of the Cards attached to the Account and making all the payments due to the Bank in full that stipulated by the Service Agreement. If the Customer has not made the said payments in full amount, the Bank is entitled to use the Security Deposit and the calculated interest to cover them. The Bank can make a decision on an earlier term of the Security Deposit disburse.
- 11.8. All of the documents that the Bank has received in connection with the Application and/or during the term of validity of the Service Agreement are stored in the Bank.
- 11.9. Termination of the Service Agreement due to any reason does not release the Customer from the obligation to pay to the Bank all of the remuneration due to it, compensate the existing losses, as well as to execute all of the requirements ensuing from the Service Agreement but outstanding as of the moment of termination thereof.
- 12. Examination of Disputes**
- 12.1. Any disagreement, claim or dispute between the Customer and the Bank that ensues from the Service Agreement, related to it or its violation, termination or invalidity thereof, is finally settled in the Riga International Court of Arbitration, in Riga, in accordance with the effective laws and bylaws of the mentioned Court of Arbitration by one arbitrator, in Latvian on the grounds of the submitted documents. If the Customer cannot be a participant of the arbitration court agreement in accordance with the effective laws, disputes between the Customer and the Bank shall be considered in a court of the Republic of Latvia according to jurisdiction.

Account Currency – one of the currencies the Bank states exchange rate for.

Services of Remote Account Management – the Bank's services by whose means the Customer may manage its accounts opened with the Bank without coming to the Bank in person (Citadele Internetbanka, DIGI: FIRMA, fax settlements, etc.).

Agreement – the arrangement between the Bank and the Customer for opening and maintenance of the Account, the Application and these Terms being integral parts thereof.

Monocurrency Account – the Account type, upon choosing which the Customer may only keep his/its funds in the Account and make all Transactions for increase (income) and decrease (outgoing) of the Account balance in the Account Currency.

Multicurrency Account – the Account type, upon choosing which the Customer need not set the Account Currency, because all incoming funds are credited and kept in the Account in the currency stated in the payment document, provided the Bank states exchange rate for such currency.

Terms – these Terms of the Opening and Maintenance of a Current Account.

Parties – the Bank and the Customer taken together.

Order – an order submitted by the Customer of the form set by the Bank for execution of banking operations with the funds available in the Account.

GTB – General Terms of Business of the Bank.

1. General Provisions

- 1.1. The Customer's signature in his/its Application certifies that he has studied the Terms in full, understands and agrees to and undertakes to comply with the same.
- 1.2. The GTB stipulate the requirements for execution, submission and authorization of orders, terms governing execution and refusal to execute an Order, procedure for informing the Customer of banking operations performed in the Account, as well as other terms governing servicing of the Account that are not specified in the Terms.
- 1.3. The Order execution terms and terms for transfer of payments addressed to the Customer account, as well as all of the commission fees, interest rates and exchange rates applicable to account operations are stipulated in the services pricelist of the Bank. The Bank shall notify the Customer of changes in the pricelist under the procedure stipulated in Clause 3.13 of the Terms.
- 1.4. In cases where the person signing the Application on behalf of the Customer is not authorised to represent the Customer, the signatory proper undertakes all the Customer's liabilities under the Agreement as an individual.
- 1.5. Signing the Application, the Customer represents that:
- 1.5.1. the Customer's activities are and will be lawful, and the same are not and will not be related to laundering of proceeds derived from criminal/unlawful activities;
- 1.5.2. will ensure that the source of funds paid in/credited to the Customer's Account should be lawful.
- 1.6. The Agreement shall be considered concluded from the moment of the Bank opening the Account for the Customer.

2. Rights and Obligations of the Customer

- 2.1. Opening the Account and using the same, the Customer shall be obliged to submit/present all documents requested by the Bank. The Customer shall be responsible against the Bank for authenticity and completeness of such data.
- 2.2. The Customer shall be obliged to notify the Bank of any changes in the data and/or documents submitted by the Customer to the Bank before opening his/its Account or over the validity of this Agreement immediately. In cases where the data fails to be submitted in time, or incorrect or incomplete data is supplied the Customer shall reimburse the Bank for all losses sustained thereby as a result of failure to fulfil this provision.
- 2.3. The Customer shall submit Orders to the Bank in person or by using Services of Remote Account Management. Orders shall be made pursuant to the Bank's requirements. The Customer shall be responsible for authenticity and completeness of data stated therein.
- 2.4. The Customer understands and agrees that the Bank uses the services of third persons, including those of correspondent banks, in execution of funds transfers or other bank transactions to the Customer's order. In this case the Bank shall not be responsible for execution of the Customer's order where the same has failed or has been delayed through the fault or inadvertence of third persons.

3. Rights and Obligations of the Bank

- 3.1. The Bank shall consider the Customer's Application for opening an Account within 10 (ten) working days upon its receipt at the Bank.
- 3.2. In cases where a positive decision is passed, the Bank shall open the Account – a Multicurrency or a Monocurrency Account for the Customer and maintain the same pursuant to instructions given by the Customer and provisions of this Agreement. In cases where a negative decision is passed the Bank shall notify the Customer accordingly, without stating reasons of the refusal.
- 3.3. The Bank shall be entitled to credit the Account with any funds transfers or cash payments.
- 3.4. The Bank shall be entitled to credit the Customer's Account with a payment pursuant to the Account number stated in such payment only. The Bank shall be entitled not to credit the Account with funds in cases of justified doubts concerning conformity of the Account's requisites in the payment. The Monocurrency Account shall only be credited with the Account Currency such Account is opened in. In cases where the payment currency differs from that of the Monocurrency Account, the Bank shall exchange the payment amount into the currency of the Monocurrency Account without the Customer's acceptance at the exchange rate stated by the Bank as of the moment of the payment execution. The Multicurrency Account shall be credited in the currency stated in the payment document, provided the Bank has stated the exchange rate for such currency, and unless the Customer has given different instructions.
- 3.5. The Bank shall debit the Account with funds requested by the Customer (pay out in cash, transfer, render other financial services, included those related to use of payment cards) pursuant to the Customer's Order within the balance of funds available in such Account, according to instructions given by the Customer in his/its Order.
- 3.6. The Customer authorises the Bank to debit his/its Account without the Customer's Order in the following cases:
- 3.6.1. in cases and according to procedures pursuant to legal and standard acts of the Republic of Latvia;
- 3.6.2. for the services rendered by the Bank;
- 3.6.3. in cases where the Account has been credited by error or due to lack of other legal grounds;
- 3.6.4. as set-off against the Bank's claims against the Customer.
- 3.7. The Bank shall be entitled to refuse to execute any Order of the Customer in cases where the Customer infringes/fails to fulfil/fulfills inappropriately his/its obligations under the Terms.
- 3.8. The Bank shall be obliged to identify the Customer before execution of each Order of the Customer. The Bank shall identify the Customer and/or compare the signature affixed in the Order with the Customer's specimen signature given in his/its specimen signature card visually, or in cases where the Customer has given his/its Order using the Services of Remote Account Management, the Customer shall be identified pursuant to requirements of the agreement/terms regulating procedures of rendering the respective Service of Remote Account Management.
- 3.9. The Bank shall not be responsible for debiting the Customer's Account pursuant to a forged/unlawfully made and submitted Order, provided the signature affixed in such Order conforms to the Customer's specimen signature given in his/its specimen signature card visually, or in cases where the Order has been received using the Services of Remote Account Management and the Bank has identified the Customer correctly pursuant to requirements of the agreement/terms regulating procedures of rendering the respective Service of Remote Account Management.
- 3.10. At the Customer's request the Bank shall issue his/its Account Statement or other information on the Account condition thereto.
- 3.11. The Bank shall keep information on the Customer and his/its Account confidential. Such information on the Customer and his/its Account may only be disclosed to third persons without the Customer's consent in cases and according to procedures pursuant to legal and standard acts of the Republic of Latvia.
- 3.12. The Bank is entitled to make amendments in the Agreement, Bank's fees and charges and GTB unilaterally.
- 3.13. The Bank shall notify the Customer of amendments to the Agreement, changes in the Bank's fees and charges and GTB proposed by the Bank that affect use of the Account, by publishing the respective announcements in customer servicing centres of the Bank and at the homepage of the Bank.

4. Settlements

- 4.1. The Customer shall charges to the Bank for opening, maintenance of his/its account and other services rendered by the Bank pursuant to the Bank's current Terms and Conditions as of the moment of rendering the respective service.
- 4.2. The Bank shall be entitled to set a respective charge for the services not stated in Bank's Terms and Conditions that the Bank had to render in order to execute the Customer's Order, unilaterally, unless agreed otherwise with the Customer.

5. Validity, Termination of the Agreement

- 5.1. The Agreement is concluded for an indefinite period of time.
- 5.2. The Bank shall be entitled to close the Account in the following cases:
- 5.2.1. at the Customer's request – within 10 (ten) working days of the Bank from the day of receipt of the Customer's application for closing his/its Account by the Bank;
- 5.2.2. unilaterally, sending of 10 (ten) working days of the Bank a notice to the Customer in cases where the Customer fails to fulfil or to fulfill his/its liabilities against the Bank appropriately;
- 5.2.3. unilaterally, without a notice to the Customer:
- 5.2.3.1. in cases where the Customer has submitted incorrect information or documents to the Bank;
- 5.2.3.2. in cases where the Customer has not executed bank transactions in his/its Account for more than 12 months, and the Account balance is equal to 0 (zero) or negative;
- 5.2.3.3. in case the Bank suspects that the Customer or funds available in his/its Account are related to laundering of proceeds derived from criminal activities or terrorism, or funds available in his/its Account are unlawful.
- 5.3. Closing the Account, the Bank shall proceed as follows:
- 5.3.1. debit the Account with funds due to the Bank before closing the Account in cases and according to procedures pursuant to paragraph 3.6 of the Terms above;
- 5.3.2. upon compliance with the provision pursuant to paragraph 5.3.1 above, pay out the balance amount to the Customer or transfer the same to the account stated thereby, and in cases where the Customer has given no instructions to the Bank concerning payment of such balance amount, the Bank shall ensure its safe custody and payment to the Customer within the term and according to procedures pursuant to legal acts of the Republic of Latvia;
- 5.3.3. retain the Customer's documents submitted to the Bank when opening the Account and using the same.
- 5.4. The Agreement shall be terminated after liabilities established by use of the Account and being terminated and the Customer has made all payments ensuing from such liabilities to the Bank.
- 5.5. In the case pursuant to paragraph 5.2.1 of the Terms the Bank shall be entitled not to close the Account and not to terminate the Agreement in cases where the Account is related to another service of the Bank rendered to the Customer.

6. Other Provisions

- 6.1. All notices and other information of the Bank to the Customer shall be sent to the Customer's address stated in the Application or supplied subsequently in writing and/or to other details (e-mail address, telephone, etc.).
- 6.2. Legal relations between the Parties shall be regulated by agreements concluded between the Parties, other terms of the Bank that regulate use of Accounts/payments, the Bank's GTB and the Law of the Republic of Latvia as far as not stipulated by this Agreement.
- 6.3. The Parties shall be responsible for failure to fulfil or to fulfill appropriately their liabilities under this Agreement according to procedures and to the amount pursuant to this Agreement and legal acts of the Republic of Latvia.
- 6.4. The Parties shall not be responsible for losses related to force majeure.
- 6.5. Any dispute, disagreement or claim arising from Agreement, concerning the same or infringement, termination or invalidity thereof shall be settled in Riga International Arbitration Court in Riga, in compliance with valid legal acts of the Republic of Latvia and the regulations of this arbitration court by sole Arbitrator on the basis of the submitted documents.

TERMS OF OPENING AND MAINTENANCE OF A CURRENT ACCOUNT

Terms used:

Bank – SC "Citadele banka".

Customer – a legal person, with whom Agreement is concluded.

Application – the application for opening and maintenance of the Account pursuant to the proforma stated by the Bank, to be filled in by the Customer.

Account – the Customer's current account with the Bank.

Account Statement – a document where funds movement in the Account is reflected over a specific period of time and which states the funds balance in the Account at the beginning and at the end of such period.

N-KART/LI-JA04

Customer Name, Surname

Signature

Date