

AS "Citadele banka"

(incorporated with limited liability and registered in Latvia, with registration number 40103303559)

Terms and Conditions**of One-Time Special Buy-Back of Up to 18,953,752 Shares of AS "Citadele Banka",
nominal value EUR 1 per Share, at a Purchase Price of EUR 2.638 per Share****1. General**

AS "Citadele banka", a limited company/joint stock company incorporated in, and operating under the laws of, the Republic of Latvia, and registered with the Commercial Register of Latvia under the registration number: 40103303559, legal address: Republikas laukums 2A, Riga, LV-1010, Latvia, telephone: +371 67010000, e-mail: info@citadele.lv, website: www.citadele.lv ("Citadele") hereby announces the buy-back of up to 18,953,752 of its own ordinary shares each with nominal value of EUR 1 (ISIN: LV0000102010) (the "**Shares**") from certain eligible shareholders of Citadele at a fixed price of EUR 2.638 per Share (the "**Purchase Price**") (such buy-back of the Shares shall be hereinafter referred to as the "**Buy-Back**"). The maximum consideration payable for the Shares to be bought back in the Buy-Back is EUR 49,999,997.91. The purpose of the Buy-Back is to provide certain eligible shareholders of Citadele with the opportunity to sell all or part of their Shares back to Citadele, while simultaneously providing Citadele with the opportunity to award the Shares to participants in Citadele's next long-term incentive or retention programs and reduce the outstanding share capital.

Citadele's shareholders have authorised Citadele's Management Board to carry out the Buy-Back at the annual general meeting of shareholders held on 27 March 2025 (Meeting minutes No. 1/2025). The European Central Bank granted the corresponding authorization on 24 July 2025. Citadele's Management Board has approved these terms and conditions of the Buy-Back (the "**Terms and Conditions**") at its meeting on 19 November 2025.

HOWEVER, NONE OF CITADELE, THE MEMBERS OF CITADELE'S MANAGEMENT BOARD OR SUPERVISORY BOARD, OR ANY OTHER PERSON INVOLVED IN THE BUY-BACK, MAKES ANY RECOMMENDATION TO ANY ELIGIBLE SHAREHOLDERS OF CITADELE AS TO WHETHER THEY SHOULD TENDER OR REFRAIN FROM TENDERING THEIR SHARES BASED ON THESE TERMS AND CONDITIONS. MOREOVER, NEITHER CITADELE, NOR THE MEMBERS OF CITADELE'S MANAGEMENT BOARD OR SUPERVISORY BOARD, OR ANY OTHER PERSON INVOLVED IN THE BUY-BACK HAS AUTHORIZED ANY PERSON TO MAKE ANY RECOMMENDATION WITH RESPECT TO THE BUY-BACK.

THE PURCHASE PRICE IS LOWER THAN THE BOOK VALUE OF THE SHARES, AND THE RATIO BETWEEN THE PURCHASE PRICE AND THE BOOK VALUE OF THE SHARES MAY BE LESS FAVOURABLE THAN THE RATIOS APPLIED IN THE BUY-BACK TRANSACTIONS CONDUCTED BY OTHER BALTIC COMPANIES. ELIGIBLE SHAREHOLDERS MUST MAKE THEIR OWN DECISION AS TO WHETHER TO TENDER THEIR SHARES AND, IF SO, HOW MANY SHARES TO TENDER. ALL ELIGIBLE SHAREHOLDERS SHOULD CONSULT THEIR OWN FINANCIAL, LEGAL AND TAX ADVISORS, AND READ CAREFULLY AND EVALUATE THE INFORMATION CONTAINED IN THESE TERMS AND CONDITIONS AND ANY OTHER RELATED INFORMATION PROVIDED BY CITADELE BEFORE TAKING ANY ACTION WITH RESPECT TO THE BUY-BACK.

2. Participation in the Buy-Back

The following shareholders of Citadele shall be eligible to participate in the Buy-Back by offering their Shares to Citadele: European Bank for Reconstruction and Development, RA Citadele Holdings LLC, Delan S.à r.l., EMS LB LLC, Amolino Holdings Inc., Shuco LLC, Gerald B. Cramer Irrevocable Trust, James Edward Staley, Dhananjaya Dvivedi, Graham Tillett Allison Jr., Pooled Funds V LLC, Estate of James David Wolfensohn and The Volcker Family Foundation Inc. (collectively, the **"Qualifying Shareholders"**).

Any Qualifying Shareholder that tenders Shares in the Buy-Back must hold such Shares until completion of the settlement on the Settlement Date (as defined below), subject to any exercise of modification or withdrawal rights. Qualifying Shareholders are not obliged to tender any Shares if they do not wish to do so. If no action is taken by Qualifying Shareholders, there will be no change to the number of Shares that they hold and they will receive no cash as a result of the Buy-Back.

THE AVAILABILITY OF THE BUY-BACK TO QUALIFYING SHAREHOLDERS WHO ARE NOT LOCATED OR RESIDENT IN THE REPUBLIC OF LATVIA MAY BE SUBJECT TO THE APPLICABLE LAWS AND REGULATIONS OF THEIR RESPECTIVE JURISDICTIONS. SUCH SHAREHOLDERS ARE RESPONSIBLE FOR INFORMING THEMSELVES OF, AND COMPLYING WITH, ANY APPLICABLE LEGAL OR REGULATORY REQUIREMENTS. IN CASES OF UNCERTAINTY, QUALIFYING SHAREHOLDERS SHOULD SEEK ADVICE FROM A PROFESSIONAL ADVISER IN THEIR JURISDICTION. THE BUY-BACK IS NOT DIRECTED TO, AND SHARES WILL NOT BE ACCEPTED FOR PURCHASE FROM, ANY QUALIFYING SHAREHOLDERS (OR ANY PERSON ACTING ON THEIR BEHALF) IN ANY JURISDICTION IN WHICH THE MAKING OR ACCEPTANCE THEREOF WOULD NOT BE IN COMPLIANCE WITH THE APPLICABLE LAWS AND REGULATIONS OF SUCH JURISDICTION OR WOULD REQUIRE ANY REGISTRATION, APPROVAL OR FILING WITH ANY REGULATORY AUTHORITY.

IT IS THE SOLE RESPONSIBILITY OF ANY QUALIFYING SHAREHOLDER WISHING TO SELL SHARES UNDER THE BUY-BACK TO ENSURE FULL COMPLIANCE WITH THE APPLICABLE LAWS AND REGULATIONS OF THEIR RELEVANT JURISDICTION. THIS INCLUDES, BUT IS NOT LIMITED TO, OBTAINING ANY REQUIRED GOVERNMENTAL OR OTHER CONSENTS, FULFILLING ALL NECESSARY FORMALITIES, AND SETTLING ANY APPLICABLE TRANSFER TAXES OR OTHER PAYMENTS DUE IN SUCH JURISDICTION. EACH SUCH QUALIFYING SHAREHOLDER SHALL BEAR ALL COSTS AND LIABILITIES ASSOCIATED WITH THESE OBLIGATIONS, REGARDLESS OF THE PARTY TO WHOM SUCH PAYMENTS ARE DUE. CITADELE AND ANY PERSON ACTING ON ITS BEHALF SHALL BE FULLY INDEMNIFIED AND HELD HARMLESS BY THE QUALIFYING SHAREHOLDERS AGAINST ANY SUCH TAXES, CHARGES, OR PAYMENTS THAT MAY BE INCURRED OR WITHHELD ON THEIR BEHALF. NO ACTION HAS BEEN TAKEN TO QUALIFY THE BUY-BACK, THE DISTRIBUTION OF THESE TERMS AND CONDITIONS, OR ANY RELATED DOCUMENTATION IN ANY JURISDICTION OUTSIDE THE REPUBLIC OF LATVIA.

THE BUY-BACK RELATES TO SECURITIES ISSUED BY A NON-U.S. COMPANY REGISTERED IN THE REPUBLIC OF LATVIA AND IS GOVERNED BY THE DISCLOSURE REQUIREMENTS, RULES, AND PRACTICES APPLICABLE UNDER LATVIAN LAW, WHICH MAY DIFFER MATERIALLY FROM THOSE OF THE UNITED STATES. NOTWITHSTANDING THE FOREGOING, TO THE EXTENT THE BUY-BACK IS MADE AVAILABLE TO QUALIFYING SHAREHOLDERS IN THE UNITED STATES, THE BUY-BACK WILL BE CONDUCTED IN A MANNER INTENDED TO COMPLY WITH SECTION 14(E) OF THE U.S. SECURITIES EXCHANGE ACT OF 1934 AND REGULATION 14E PROMULGATED THEREUNDER. THE RIGHT TO TENDER THE SHARES IS NOT BEING MADE AVAILABLE IN ANY U.S. JURISDICTION WHERE SUCH AN OFFER WOULD VIOLATE APPLICABLE LAWS OR REGULATIONS. NEITHER THE BUY-BACK NOR THESE TERMS AND CONDITIONS HAVE BEEN APPROVED, DISAPPROVED, OR ENDORSED BY THE U.S. SECURITIES AND EXCHANGE COMMISSION OR ANY STATE SECURITIES COMMISSION OR OTHER REGULATORY AUTHORITY IN THE UNITED STATES, NOR HAVE ANY OF THE FOREGOING AUTHORITIES REVIEWED OR CONFIRMED THE ACCURACY OR ADEQUACY OF THESE TERMS AND CONDITIONS OR PASSED UPON THE FAIRNESS OR MERITS OF THE BUY-BACK. ANY REPRESENTATION TO THE CONTRARY CONSTITUTES A CRIMINAL OFFENSE UNDER U.S. LAW.

3. Offer Period

The period for placing the offers for sale of the Shares at the Purchase Price (the “**Offers**”) will start at 10:00 (Latvian time) on 24 November 2025 and will end at 15:00 (Latvian time) on 30 December 2025 (such date and time, as it may be extended as indicated below, shall be hereinafter referred to as the “**Expiration Date**”, and such period, including any and all extensions as indicated below, shall be hereinafter referred to as the “**Offer Period**”).

Citadele reserves the right to extend the Offer Period at its sole discretion once or several times, subject to applicable law. The minimum length of any such extension shall be at least 1 (one) day (except Saturdays and Sundays) on which commercial banks in Riga, Latvia and New York, United States, and Nasdaq CSD SE, registration number: 40003242879, legal address: Valņu 1, Riga, LV-1050, Latvia (the “**Nasdaq CSD**”) are open for general business (a “**Business Day**”). Any notification regarding an extension of the Offer Period will be published on Citadele’s website www.cblgroup.com by 10:00 (Latvian time) on the next Business Day following the previously scheduled Expiration Date. Such notification shall include a disclosure of the aggregate number of Shares tendered as of the date of publication. Qualifying Shareholders should follow the information on the aforementioned website. Qualifying Shareholders shall have a right to modify or withdraw their Offers if the Offer Period has been extended, provided that such modification or withdrawal of the Offer is received by Nasdaq CSD before the extended Expiration Date.

4. Submission of Offers

Each Qualifying Shareholder wishing to participate in the Buy-Back may tender some or all of its Shares for the Purchase Price by submitting an Offer to Nasdaq CSD at any time during the applicable Offer Period, through the bank acting as custodian of its securities account opened with Nasdaq CSD (the “**Custodian Bank**”), in accordance with the rules and procedures of Nasdaq CSD. For the avoidance of doubt, a Qualifying Shareholder may submit multiple Offers.

Each Qualifying Shareholder may submit its Offer pursuant to the terms and conditions of the agreement with its respective Custodian Bank and in compliance with the applicable rules of Nasdaq CSD. Each Offer shall specify the total number of Shares tendered by the respective Qualifying Shareholder at the Purchase Price and shall be deemed submitted when Nasdaq CSD receives a duly executed Offer from the respective Custodian Bank. The Offer shall constitute a binding offer to Citadele to acquire those Shares at the Purchase Price, subject to these Terms and Conditions.

Qualifying Shareholders should submit their Offers using the communication channels agreed upon with their respective Custodian Banks. The Custodian Banks may establish earlier deadlines for Qualifying Shareholders to communicate their tenders to facilitate timely submission of the Offers to Nasdaq CSD. Accordingly, Qualifying Shareholders who wish to participate in the Buy-Back should comply with the dates and times communicated by their respective Custodian Banks, as such dates and times may differ from those set forth in these Terms and Conditions.

Upon submission of an Offer, the Custodian Bank shall block the corresponding number of Shares in the respective Qualifying Shareholder’s securities account. Each Qualifying Shareholder who participates in the Buy-Back shall bear all costs and charges arising from the submission, modification or withdrawal of an Offer.

5. Undertakings, Representations and Warranties

By placing an Offer, each Qualifying Shareholder, on the date that such Offer is placed up to and including the Settlement Date (as defined below), undertakes, represents and warrants to Citadele that:

- the Offer constitutes an offer by the Qualifying Shareholder to Citadele to sell the Shares tendered, subject to the terms, conditions, and restrictions of the Buy-Back as set forth in these Terms and Conditions. The Offer alone does not constitute a binding agreement between Citadele and the Qualifying Shareholder for the repurchase of the Shares tendered;
- the Qualifying Shareholder has full power and authority to tender, sell, and deliver the Shares tendered, and has not entered into any agreement to tender, sell, or deliver such Shares to any party other than Citadele (together with all the rights attached to such Shares). At the time of delivery of the Shares to Citadele, the Qualifying Shareholder shall hold sole legal and beneficial title to the Shares, free from any encumbrances, third-party rights, or restrictions of any kind, except where such rights or restrictions arise exclusively and directly from Citadele's articles of association or the fact that the Shares are held in book-entry form by Nasdaq CSD;
- the number of Shares tendered in the Offer represents the maximum number of Shares the Qualifying Shareholder wishes to offer for repurchase. The Qualifying Shareholder acknowledges that Citadele may repurchase fewer Shares than those tendered;
- the Qualifying Shareholder consents to the blocking of the corresponding number of Shares in its securities account by the Custodian Bank until settlement is completed, which shall occur on Free of Payment (FOP) and Payment Free of Delivery (PFOD) terms in accordance with the rules of Nasdaq CSD;
- the Qualifying Shareholder authorizes the Custodian Bank or Nasdaq CSD to amend the Offer details, including the number of Shares tendered and the total transaction amount, if during the allotment process it is determined that Citadele will repurchase fewer Shares than originally offered;
- the Shares are tendered in compliance with the restrictions outlined in Section 2 above and in accordance with the securities laws and other applicable regulations of the jurisdiction in which the Qualifying Shareholder is located or resides and no registration, approval or filing with any regulatory authority of that jurisdiction is required in connection with the tendering of those Shares; and
- the Qualifying Shareholder consents to and authorizes the exchange of personal details and data, including their identity (name, surname, legal entity name, personal or registration number), any other information required to identify the respective Qualifying Shareholder and the number of Shares offered for sale, with Nasdaq CSD and Citadele, both during and after the Offer Period, for the purpose of participating in the Buy-Back.

Furthermore, by placing the Offer, Qualifying Shareholders acknowledge and agree that they have received, thoroughly read, and understood these Terms and Conditions and all related documents concerning the Buy-Back, as well as that they accept these Terms and Conditions as binding and confirm that they have independently assessed the implications of participating in the Buy-Back without reliance on Citadele or any of Citadele's representatives.

6. Modification and Withdrawal Rights

Qualifying Shareholders may modify or withdraw their Offers at any time before the Expiration Date. To modify or withdraw an Offer, a Qualifying Shareholder must act in accordance with the terms and conditions of the agreement with its respective Custodian Bank. After the Expiration Date, Offers cannot be modified or withdrawn. For the avoidance of doubt, any Shares previously withdrawn may be re-tendered before the Expiration Date.

The Custodian Banks may establish earlier deadlines for Qualifying Shareholders to communicate modifications or withdrawals of an Offer to ensure any such modification or withdrawal is communicated to Nasdaq CSD in a timely manner.

7. Qualifying Offers

An Offer shall be deemed invalid and will not be processed if any of the following apply:

- the number of Shares specified in the Offer exceeds the total number of Shares registered in the Qualifying Shareholder's name with Nasdaq CSD at the time of submission;
- the Offer is received after the Expiration Date;
- the Offer does not otherwise comply with these Terms and Conditions.

Only Offers that are valid and comply with the foregoing requirements shall be treated as qualifying Offers (the **"Qualifying Offers"**).

Citadele shall have no obligation to notify Qualifying Shareholders that their Offers are invalid.

8. Conditions of the Buy-Back

Notwithstanding any other provision of the Buy-Back and in addition to (and not in limitation of) Citadele's right to extend or amend the Buy-Back, Citadele shall not be required to accept for purchase, purchase or pay for, and may delay acceptance for purchase of, any tendered Shares, subject to Rule 14e-1(c) promulgated under the U.S. Securities Exchange Act, and may cancel the Buy-Back, if, before such time any Shares have been accepted for purchase pursuant to the Buy-Back, any of the following events or conditions exist or shall occur and remain in effect or shall be determined by Citadele in its sole judgment to exist or to have occurred:

- (i) any general suspension of trading in, or limitation on prices for, trading in securities in the Republic of Latvia or the United States securities or financial markets or any other significant adverse change in the Republic of Latvia or the United States securities or financial markets, (ii) any significant changes in the book value of the Shares, (iii) a material impairment in the trading market for equity securities generally, (iv) a declaration of a banking moratorium or any suspension of payments in respect of banks in the Republic of Latvia or the United States (whether or not mandatory), (v) any limitation (whether or not mandatory) by any governmental authority on, or other event that, in the sole judgment of Citadele, might affect the nature or extension of credit by banks or other lending institutions in the Republic of Latvia or the United States, (vi) any attack on, outbreak or escalation of hostilities, acts of terrorism or any declaration of a national emergency, commencement of war, armed hostilities or other national or international crisis directly or indirectly involving the Republic of Latvia or the United States or (vii) any significant adverse change in the currency exchange rates or securities or financial markets generally of the Republic of Latvia or the United States or, in the case of any of the foregoing existing on the date hereof, a material acceleration, escalation or worsening thereof;
- the existence of an order, statute, rule, regulation, executive order, stay, decree, judgment or injunction that shall have been enacted, entered, issued, promulgated, enforced or deemed applicable by any court or governmental, regulatory or administrative agency or instrumentality that, in the sole judgment of Citadele, would or would be reasonably likely to prohibit, prevent or materially restrict or delay the consummation of the Buy-Back or that is, or is reasonably likely to be, materially adverse to the business, operations, properties, condition (financial or otherwise), assets, liabilities or prospects of Citadele or its subsidiaries or would materially impair the contemplated benefits of the Buy-Back or be material to Qualifying Shareholders in deciding whether to participate in the Buy-Back;
- any instituted or pending action or proceeding before or by any court or governmental, regulatory or administrative agency or instrumentality, or by any other person, that challenges the making of the Buy-Back or is reasonably likely to directly or indirectly prohibit, prevent, restrict or delay the consummation of the Buy-Back or otherwise adversely affect the Buy-Back in any material manner;
- the existence of any other actual or threatened legal impediment (including a default under an agreement, indenture or other instrument or obligation to which Citadele or any of its affiliates is a party or by which Citadele or any of its affiliates is bound) to the Buy-Back or any other circumstances that would materially adversely affect the transactions contemplated by the Buy-Back, or the contemplated benefits to Citadele or its affiliates of the Buy-Back; or

- the Nasdaq CSD or any third party shall have objected in any respect to, or taken action or failed to take action that could, in Citadele's judgment, adversely affect, the consummation of the Buy-Back or shall have taken any action that challenges the validity or effectiveness of the procedures used by Citadele in the making of the Buy-Back or the acceptance of, or payment for, the Shares.

The conditions described above are solely for Citadele's benefit and may be asserted by Citadele regardless of the circumstances giving rise to any such condition, including any action or inaction by Citadele, and may be waived by Citadele, in whole or in part, at any time and from time to time prior to the Expiration Date. Citadele's failure at any time to exercise any of its rights will not be deemed a waiver of any other right, and each right will be deemed an ongoing right which may be asserted at any time and from time to time.

9. Cancellation of the Buy-Back

Citadele reserves the absolute right, in its sole discretion, to cancel the Buy-Back at any time if any of the events or conditions set forth in Section 8 hereof occur and remain in effect or shall be determined by Citadele in its sole judgment to exist or to have occurred. If the Buy-Back is cancelled, Citadele will publish an announcement on Citadele's website www.cblgroup.com. Upon publication of such announcement, all rights and obligations of the parties in relation to the cancelled Buy-Back shall be terminated.

10. Allotment

Unless Citadele exercises its right under Section 9 hereof to cancel the Buy-Back, the following actions shall be undertaken on the next Business Day following the Expiration Date with respect to all Qualifying Shareholders:

(a) Establishment of Qualifying Offers. Citadele shall, in accordance with Section 7 hereof, determine which Offers qualify as Qualifying Offers.

(b) Final Determination of the Shares Subject to the Buy-Back. Following determination of the Qualifying Offers, Citadele shall determine the precise number of Shares to be repurchased under each Qualifying Offer using the Allotment Principles described below. This process will establish the acceptance level for each Qualifying Offer and confirm the final total number of Shares subject to the Buy-Back.

(c) Allotment Principles. If the total number of Shares offered for repurchase by the Qualifying Shareholders, excluding RA Citadele Holdings LLC, exceeds 18,953,752, Citadele intends to accept the Qualifying Offers on a pro rata basis based on the number of Shares tendered by each Qualifying Shareholder, excluding RA Citadele Holdings LLC, so as not to exceed the maximum aggregate consideration of EUR 49,999,997.91 payable under the Buy-Back. Where such pro rata allotment results in fractional entitlements, the number of Shares shall be rounded down to the nearest whole number. Any residual balance arising from the rounding shall be allocated on a random basis.

When proration of Qualifying Offers, excluding any Qualifying Offers submitted by RA Citadele Holdings LLC, is required, the aggregate number of Shares tendered by a Qualifying Shareholder, excluding RA Citadele Holdings LLC, will be multiplied by the proration rate and then rounded down to the nearest whole Share. The proration rate used will be that percentage, such that the aggregate number of Shares that are accepted for purchase in the Buy-Back comes nearest to but does not exceed 18,953,752 Shares.

All Qualifying Offers submitted by RA Citadele Holdings LLC shall be accepted only if the total number of Shares offered for repurchase by the Qualifying Shareholders, excluding RA Citadele Holdings LLC,

does not reach 18,953,752 and such acceptance shall be limited to such number of Shares as is necessary to reach that threshold.

(d) Allotment Notifications. Upon completion of the allotment process for each Qualifying Offer, Citadele shall issue an allotment notification (the “**Notification**”) to Nasdaq CSD. The Notification shall specify the extent to which each Qualifying Offer has been accepted, the number of Shares to be repurchased from each respective Qualifying Shareholder, and the total purchase price payable to each respective Qualifying Shareholder. Thereafter, Nasdaq CSD will forward the information contained in the Notification to the respective Custodian Banks, which will notify the relevant Qualifying Shareholders using the communication channels agreed with them.

11. Settlement and Delivery

The settlement for the Shares sold in the Buy-Back shall be carried out in accordance with the Free of Payment (FOP) and Payment Free of Delivery (PFOD) principles pursuant to the rules of Nasdaq CSD on the second Business Day following the Expiration Date with respect to all Qualifying Shareholders (the “**Settlement Date**”). Upon settlement, the Custodian Bank shall release any excess Shares that were blocked in the respective Qualifying Shareholder’s securities account.

12. General Information About the Results of the Buy-Back

General information about the results of the Buy-Back including the total number of Shares repurchased shall be published on Citadele’s website www.cblgroup.com, within 3 (three) Business Days after the Settlement Date.

13. Expected Timetable

The indicative timetable below outlines the principal steps and expected timeline of the Buy-Back, assuming no extensions are granted:

Start of the Offer Period	24 November, 2025
End of the Offer Period	30 December, 2025
Allotment	5 January, 2026
Settlement Date	6 January, 2026
Announcement of the results of the Buy-Back	9 January, 2026

14. Applicable Law and Dispute Resolution

These Terms and Conditions have been drawn up by Citadele in accordance with and are governed by Latvian law, in particular, Sections 240(1)(1), 240 (1)(3) and 240(3) of the Latvian Commercial Law of 2000, as amended. Any disputes relating to or arising from these Terms and Conditions will be settled solely by the courts of the Republic of Latvia. To the extent the Buy-Back is made available to Qualifying Shareholders in the United States, the Buy-Back will be conducted in a manner intended to comply with Section 14(e) of the U.S. Securities Exchange Act of 1934 and Regulation 14E promulgated thereunder.

15. Retention and Cancellation

After completion of the Buy-Back, Citadele's Management Board shall determine the number of repurchased Shares to be retained in treasury for potential future awards to Citadele's employees and managers. Any remaining repurchased Shares shall be withdrawn from circulation and cancelled through a reduction of Citadele's share capital, subject to approval by Citadele's general meeting of shareholders.

Riga, Latvia
19 November 2025

On behalf of AS Citadele banka:

Valters Ābele

CFO and Member of the Management Board

THIS DOCUMENT HAS BEEN SIGNED ELECTRONICALLY WITH SECURE ELECTRONIC SIGNATURE
AND CONTAINS TIME STAMP