

# BANK ACCOUNT TERMS AND CONDITIONS

These Bank Account Terms and Conditions (“Terms and Conditions”) define the terms and conditions of provision of services and products specified in the Terms and Conditions by Bank Handlowy w Warszawie S.A. with the registered office in Warsaw, ul. Senatorska 16, 00-923 Warsaw, entered in the Register of Entrepreneurs of the National Court Register maintained by the District Court for the Capital City of Warsaw in Warsaw, 12th Commercial Department of the National Court Register, under no. KRS 0000001538; NIP 526-030-02-91; with fully paid-up share capital amounting to PLN 522,638,400. Bank Handlowy w Warszawie S.A. is subject to supervision by the Polish Financial Supervision Authority. E-mail address: listybh@citi.com; the list of addresses of the Branches where business operations are being conducted is available on [www.citihandlowy.pl](http://www.citihandlowy.pl) and via CitiPhone telephone banking service.

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## Section I. DEFINITIONS

### Para. 1. DEFINITIONS

The terms used herein shall be given the following meaning:

- 1) Merchant - an entrepreneur accepting payment or enabling execution of a cash withdrawal using a Citicard;
- 2) Bank - Bank Handlowy w Warszawie S.A. with its registered office in Warsaw;
- 3) CitiAlerts - a service consisting in delivery to the Customers of short text messages (SMSs) and/or electronic mail messages (e-mails) concerning the services indicated herein;
- 4) Citibank Global Transfer or CGT - a service which enables the Customer to submit a Payment Instruction for a transfer of funds into a bank account of a Recipient indicated by the Customer, maintained by any branch of any bank offering such service; the up-to-date list of the countries where branches of the banks execute bank account transfers under the GCT service is available on the Bank’s website ([www.citihandlowy.pl](http://www.citihandlowy.pl)), at the Branches and via CitiPhone;

- 5) Citibank Online – the Citibank Online Internet Banking Service that assures access to the Customer's funds as well as enables instructions to be submitted online and under a Deposit Product Agreement;
- 6) Citicard – a Payment Instrument, in particular a Debit Card and Contactless Medium issued by the Bank in connection with a Personal Account to a Customer or Attorney appointed to operate the Personal Account;
- 7) Citi Mobile – a part of Citibank Online, the Citi Mobile Banking Service assures access to the Customer's funds and enables the Customer to submit instructions online using a mobile telecommunications device and under a Deposit Product Agreement;
- 8) CitiPhone – the CitiPhone Telephone Banking Service assures access to the Customer's funds and enables the Customer to submit instructions using a telephone network and under a Deposit Product Agreement as well as allows the Bank to initiate contact with the Customer;
- 9) CitiPhone PIN – a confidential six-digit Customer identification number used for verification of the Customer's identity at CitiPhone and execution of bank monetary settlements via CitiPhone;
- 10) Cookies – the files storing the information or used for accessing the information already stored on the telecommunications terminal used by the End User in connection with the use of Citibank Online;
- 11) CVC2 – a three digit number printed on the back of a Debit Card; it is used to authenticate the Debit Card in transactions involving no physical use of the Debit Card, especially when executing online transactions;
- 12) Personal Data – all information identifying the Customer or his or her Attorney, processed by the Bank using the IT system or hardcopy media;
- 13) Business Day – a day other than a Saturday or statutory holiday during which the Bank is open for business pursuant to the Terms and Conditions as well as the Agreement;
- 14) FotoKasa – a tool available under the Citi Mobile application, enabling reading of information from the 2D code with the mobile phone camera and thus allowing execution of transfers with the Citi Mobile application; the minimum requirements for the camera are resolution of 3.2 mpix and autofocus function;
- 15) Primary Electronic Mail Address or Primary E-Mail Address – the electronic mail address indicated by the Customer for the purpose of contact with the Bank in connection with performance of the Agreement;
- 16) Primary Mobile Telephone Number or Primary Mobile Phone – telephone number indicated by the Customer for the purpose of contact with the Bank, used when providing additional services under the Agreement;
- 17) 3D Secure Password – the one-time password sent in the SMS text message to the Primary Mobile Phone Number designated by the Customer used as a means of additional confirmation of the transactions executed on the Internet using 3D Secure;
- 18) Payment Instrument – a customized device or a set of procedures, used by the Customer to submit a Payment Instruction, especially Citicard, Citibank Online and CitiPhone;
- 19) Debit Card – a payment card issued by the Bank in connection with a Personal Account to a Customer or Attorney appointed to operate the Personal Account, used to execute non-cash transactions, including contactless transactions, and cash transactions, both domestically and abroad, as well as use other services;
- 20) Identification Card – a card used to identify a Customer who does not have a Debit Card at CitiPhone and Citibank Online as well as when submitting instructions via remote access channels (CitiPhone, Citibank Online) and at Branches. An Identification Card is not a payment instrument (or a payment card) within the meaning of the commonly applicable laws and cannot be used in ATMs, at retail and service outlets or with the intermediation of the Merchants;
- 21) Customer – a consumer within the meaning of the Civil Code of 23 April 1964, who has concluded an Agreement with the Bank and who has full capacity to enter into legal transactions, subject to para. 5 hereof;
- 22) Authorization Code – a single-use code used for the purpose of authorization of a Payment Instruction or other transactions executed by the Customer via Citibank Online;
- 23) Identification Code – confidential identification codes: Identification Card PIN, Debit Card PIN, CitiPhone PIN, Contactless Medium PIN or other identifiers and passwords used for verifying identity and logging into Citibank Online or CitiPhone – used herein to denote all of them collectively, some of them or one of them;
- 24) Account – a Personal Account or Savings Account;
- 25) Konto Osobiste [Personal Account] – a bank account maintained in PLN (with an option to open a Foreign Currency Sub-Account) under the applicable laws, opened in the Customer's name and for the Customer by the Bank under the "Konto Osobiste Citibank" Bank Account Agreement or the Deposit Product Agreement or another Bank Account Agreement to which these Terms and Conditions apply and used for holding funds and executing bank monetary settlements;
- 26) Konto Oszczędnościowe [Savings Account] – an interest-bearing bank account or set of bank accounts maintained in PLN or foreign currencies pursuant to applicable laws, opened in the Customer's name and for the Customer by the Bank under the "Konto Oszczędnościowe Citibank" Bank Account Agreement or the Deposit Product Agreement and used for holding funds and executing certain bank monetary settlements. The funds accumulated in the Savings Account shall bear interest according to the Interest Rate Table;
- 27) Konto Regularnie Oszczędzające [Regular Saver Account] – an interest-bearing long-term savings plan account or set of long-term savings plan accounts maintained in PLN or foreign currencies under the applicable laws, opened in the Customer's name and for the Customer by the Bank under the Deposit Product Agreement and used for holding funds and executing certain bank monetary settlements. The funds accumulated in the Regular Saver Account shall bear interest according to the Interest Rate Table. Holding of a Personal Account shall be required to open a Regular Saver Account;
- 28) Konto SuperOszczędnościowe [SuperSavings Account] – an interest-bearing bank account or set of bank accounts maintained in PLN or foreign currencies under the applicable laws, opened in the Customer's name and for the Customer by the Bank under the "Konto SuperOszczędnościowe Citibank" Bank Account Agreement or the Deposit Product Agreement and used to holding funds and executing certain bank monetary settlements. The funds accumulated in the SuperSavings Account shall bear interest according to the Interest Rate Table; however, if the Bank receives a Payment Instruction debiting the SuperSavings Account, the Customer shall not earn interest for the month in which such Payment Instruction is executed;
- 29) Domestic payment service – a direct debit service provided by the Bank as the payer's provider of payment services when the Recipient's provider of payment services is located in the territory of the Republic of Poland;
- 30) Overdraft – a credit limit made available by the Bank under an Overdraft Agreement;
- 31) Contactless Module – an electronic device embedded in certain Citicard types which communicates with the contactless reader and enables execution of Contactless Transactions;
- 32) Non-Resident – an individual who is a non-resident within the meaning of the Foreign Exchange Act of 27 July 2002;
- 33) Contactless Medium – a payment card in the form of a medium (in particular, in the form of a contactless sticker) equipped with a Contactless Module that enables execution of Contactless Transactions with intermediation of the Merchants carrying the appropriate logo and possibly other transactions, depending on the functionality of the Contactless Medium in question;

- 34) Recipient - a natural person, a legal person and an organizational entity having no legal personality whom the Act grants legal capacity being the recipient of the monies constituting the object of a payment transaction, especially a Merchant;
- 35) Branch - an organizational unit at which the Bank provides services to the Customers under the Agreement;
- 36) Deposit Offer - the Deposit interest rate table published by way of a Bank announcement and available at the Bank's Branches, on the Bank's website ([www.citihandlowy.pl](http://www.citihandlowy.pl)), via Citibank Online, Citi Mobile or via CitiPhone;
- 37) Overdraft Offer - the Overdraft interest rate table published by way of a Bank announcement and available at the Bank's Branches, on the Bank's website ([www.citihandlowy.pl](http://www.citihandlowy.pl)) or via CitiPhone;
- 38) Settlement Period - a calendar month for Overdraft;
- 39) Payment Organization - an organization executing settlements of transactions made with the Citicards issued within the given organization or under the CGT service; information on the Payment Organizations with whom the Bank cooperates in issuing and handling Citicards is available via CitiPhone, at the Bank's Branches and on the Bank's website;
- 40) Minor - a person between 13 and 18 years of age who has limited capacity to enter into legal transactions;
- 41) Attorney - a natural person who has been granted the power of attorney to operate the Account by the Customer;
- 42) Citicard PIN - the Identification Codes: Debit Card PIN, Contactless Medium PIN - a term used herein to denote all of them collectively;
- 43) Debit Card PIN - a confidential four-digit Customer identification number used to execute ATM transactions, non-cash transactions at retail and service outlets, cash transactions with intermediation of the Merchants using a Debit Card and to verify the Customer's identity at the Bank's Branches;
- 44) Identification Card PIN - a confidential four-digit Customer identification number used to verify the identity of a Customer who uses an Identification Card at the Bank's Branches;
- 45) Contactless Medium PIN - a confidential four-digit Customer identification number used to execute Contactless Transactions at retail and service outlets with intermediation of the Merchants using Contactless Media and possibly other transactions, depending on the functionality of the Contactless Medium in question;
- 46) Cash Back - a cash withdrawal made using a Citicard with such functionality at the Merchants' offering that service, immediately preceded by a non-cash transaction executed using the same Citicard;
- 47) Deposit Product Confirmation - a list of the products and services maintained for the Customer under a Deposit Product Agreement. The Confirmation constitutes an Appendix to the Deposit Product Agreement;
- 48) Direct debit - a domestic PLN payment service consisting in debiting the Customer's payment account if the payment transaction is initiated by the Recipient with the Customer's consent;
- 49) SEPA direct debit - a domestic or cross-border EUR payment service consisting in debiting the Customer's payment account if the payment transaction is initiated by the Recipient with the Customer's consent;
- 50) CGT Transfer - a foreign transfer executed within the scope of the CGT service;
- 51) Deposit Account or Deposit - a savings term deposit account maintained on the terms set forth in para. 10 of the Terms and Conditions in the instruction to open a Deposit and in the Deposit Product Agreement;
- 52) Savings Account - a Savings Account, SuperSavings Account or Regular Saver Account;
- 53) Terms and Conditions - these Bank Account Terms and Conditions;
- 54) Resident - a natural person who is a resident within the meaning of the Foreign Exchange Act of 27 July 2002;
- 55) Foreign Currency Sub-Account - a bank account with a separate number maintained by the Bank within the scope of the Personal Account in one of the foreign currencies listed in the Interest Rate Table;
- 56) SWIFT - the Society for Worldwide Interbank Financial Telecommunication;
- 57) Interest Rate Table - the tables of interest rates applicable to bank products: Account Interest Rate Table, Deposit Offer and Overdraft Offer, the term is used herein to denote all of them collectively;
- 58) Account Interest Rate Table - the table of the Accounts' interest rates enclosed as an appendix to the Terms and Conditions and constituting an integral part thereof;
- 59) TFC - the Table of Fees and Commissions enclosed as an appendix to these Terms and Conditions and constituting an integral part thereof;
- 60) Contactless Transaction - a non-cash or cash transaction executed using a Citicard carrying a Contactless Module at retail and service outlets equipped with a terminal and a contactless reader or in ATMs equipped with a contactless reader or in other devices equipped with a contactless reader;
- 61) Cross-border payment service - a direct debit service provided by the Bank as the payer's provider of payment services where the Recipient's provider of payment services is based in a European Union member state outside of the territory of the Republic of Poland;
- 62) Agreement - a Deposit Product Agreement, "Konto Osobiste Citibank" or "Konto Oszczędnościowe Citibank/Konto SuperOszczędnościowe Citibank" Bank Account Agreement or another Bank Account Agreement to which these Terms and Conditions apply;
- 63) Citicard Agreement - an agreement constituting a separate agreement for the Customers who have not signed a Deposit Product Agreement with the Bank (referred to as the "Citicard Agreement" in some Agreements and previous versions of the Terms and Conditions as well as in other documents) or a part of the Deposit Product Agreement for the Customers who have signed a Deposit Product Agreement with the Bank;
- 64) Deposit Product Agreement - an agreement setting forth the terms and conditions on which the Bank maintains an Account or Accounts as well as activates and deactivates the products and services offered by the Bank via CitiPhone, Citibank Online and at Branches;
- 65) Unique Identifier - the payment account number within the meaning of the Act on Payment Services in the NRB or IBAN format or another unique identifier agreed in the Agreement and used to identify the Recipient while executing payment transactions;
- 66) Act on Payment Services - the Act of 19 August 2011 on Payment Services;
- 67) Caller Identification Service - a functionality enabling identification of the Customer calling CitiPhone from his/her Primary Mobile Phone on the basis of telephone number and the CitiPhone PIN entered by the Customer;
- 68) End User - a Customer using Citibank Online or requesting provision of the Citibank Online service;
- 69) Joint Holders - two, three or four Customers who are joint holders of a single Account;
- 70) Statement - a monthly report on the movements in the account balance and specification of the account balance made available in Citibank Online in the electronic format or sent in the hardcopy format to the last correspondence address designated by the Customer;
- 71) List of Cut-Off Hours - a list of hours specifying the moment of a Business Day after which a Payment Instruction is deemed received on the first Business Day following that day; the Cut-Off Hours List constitutes an appendix to these Terms and Conditions and an integral part thereof;
- 72) 3D Secure - the method of confirmation of the Payment Instructions executed by means of a Debit Card without its physical use via the Internet, consisting in the Customer providing a 3D Secure Password (for MasterCard Debit Cards - under the name of MasterCard SecureCode) received at the Primary Mobile Phone Number;
- 73) Payment Instruction - a declaration by the Customer or Recipient addressed to the Bank containing an instruction to execute a payment transaction.

## Section II. DEPOSIT PRODUCT AGREEMENT

### Para. 2. DEPOSIT PRODUCT AGREEMENT

1. The Customer and the Bank may sign a single individual Deposit Product Agreement which constitutes the basis for the Customer's use of the Bank's products and services listed in the Deposit Product Confirmation as well as other products and services offered by the Bank and activated by the Customer during the term of the Deposit Product Agreement.
2. Where a Customer for whom the Bank already maintains an individual Personal Account or Savings Account concludes a Deposit Product Agreement with the Bank, the conclusion of the Deposit Product Agreement shall be tantamount, subject to subpara. 25 of this paragraph, to the provisions of the Deposit Product Agreement superseding all provisions of individual agreements concluded hitherto by the Customer with the Bank; in particular, this applies to: "Konto Osobiste Citibank" Bank Account Agreement, "Konto Oszczędnościowe Citibank"/"Konto SuperOszczędnościowe Citibank" Bank Account Agreement or Citicard Agreement, together with all amendments and additions to those agreements. All service and product settings (including bank account numbers and Identification Codes) shall remain unchanged.
3. The Agreement may be signed following delivery of the documents and information confirming the identity of the person applying for the signing of the Agreement that are designated by the Bank. The Bank may request the Customer to provide additional documents and information required for the performance of the obligations arising under the Act of 16 November 2000 on Counteracting Money Laundering and Terrorism Financing.
4. Upon the signing of the Deposit Product Agreement, the Customer shall receive a Deposit Product Confirmation including the list of all products and services that:
  - a) Were maintained for the Customer by the Bank under the agreements concluded before the date of signing of the Deposit Product Agreement and for which individual agreements are to be replaced with the Deposit Product Agreement; and
  - b) Were activated upon the signing of the Deposit Product Agreement, subject to subpara. 6 below.
5. A Customer who signs a Deposit Product Agreement with the Bank shall sign a Customer Data Form that constitutes an appendix to the Deposit Product Agreement and includes the Personal Data submitted by the Customer to the Bank. The Customer shall be obliged to provide the Bank with his or her true Personal Data. The Customer's personal data shall be used by the Bank for the purpose of communication with the Customer, including identification, correspondence delivery, authorization and any other activities that may be required to perform the Deposit Product Agreement.
6. A Customer who signs a Deposit Product Agreement shall have an Account opened pursuant to an agreement concluded before the signing of the Deposit Product Agreement or activated pursuant to the Deposit Product Agreement. In the event that a Deposit Product Agreement is signed outside a Branch, the Account shall be activated after the Deposit Product Agreement is delivered to the Bank in the mode defined in subpara. 11 letter d) below. If the Customer makes any amendments or additions to the Deposit Product Agreement, the Account shall be activated after the Bank receives and signs the Deposit Product Agreement in the wording incorporating such changes made by the Customer and accepted by the Bank.

Throughout the term of the Deposit Product Agreement, the Customer shall hold at all times at least one Account under the Deposit Product Agreement in question.
7. Under the Deposit Product Agreement:
  - a) The Customer may use the products and services indicated in the Deposit Product Confirmation;
  - b) The Customer may activate additional products and services within the scope set forth in these Terms and Conditions and subsequently make use of the so activated products and services; or
  - c) The Customer may deactivate the products and services used under the Deposit Product Agreement.
8. All provisions of these Terms and Conditions shall apply in their entirety to the individual products and services indicated in the Deposit Product Confirmation and to the products and services activated during the term of the Deposit Product Agreement.
9. Under the Deposit Product Agreement, the Customer shall be granted access to the CitiPhone and Citibank Online channels of communication with the Bank.
10. A Customer who has signed a Deposit Product Agreement may during its term activate the following products and services at a Bank Branch as well as via Citibank Online and CitiPhone:
  - a) Personal Account;
  - b) Savings Accounts;
  - c) Deposits;
  - d) Issue of Citicard; or
  - e) Other products and services offered by the Bank and made available to the Customers under the Deposit Product Agreement with the proviso that only the products set forth in item c) may be activated within the scope of Citi Mobile.
11. Product or service activation shall become effective upon confirmation by the Bank. Such confirmation shall be effected as follows:
  - a) For an activation effected at a Branch - through the drawing up of a Deposit Product Confirmation indicating the activated product or service in the list of all products or services held by the Customer;
  - b) For an activation effected via Citibank Online - through a confirmation of activation of the product or service in question being made available via Citibank Online;
  - c) For an activation effected via CitiPhone - by reading aloud to the Customer a confirmation of activation of the product or service in question; or
  - d) For a Deposit Product Agreement signed outside a Branch - after the Bank verifies the documents signed by the Customer, in the form of a SMS and/or email message sent to the Primary Mobile Telephone Number and/or Primary Electronic Mail Address indicated by the Customer.
12. Confirmation of a product or service activation effected pursuant to subpara. 11 of this paragraph shall be deemed an update to the Deposit Product Confirmation.
13. Irrespective of the manner in which the agreement has been concluded, the Customer shall have the right to withdraw completely from the Deposit Product Agreement within fourteen (14) days of its signing by submitting a written representation at a Branch or sending it to the Bank's registered address. In such case, the parties shall return to one other everything they received at the time of signing of the Agreement and the Bank shall retain the right to the remuneration for the services performed during that period consistently with the TFC.
14. The Customer shall have the right to terminate the Deposit Product Agreement subject to a one-month notice without stating the reasons for such termination by:
  - a) Submitting a written notice of termination of the Agreement at a Bank's Branch;
  - b) Sending to the Bank's registered address a written notice of termination; where doubts arise as to the authenticity of the notice submitted, the Bank reserves the right to confirm it by phone;

- c) Submitting a notice of termination via CitiPhone after the Customer's identity has been verified; or
  - d) Submitting a notice of termination via Citibank Online (except for Citi Mobile).
15. In the event of the Customer's death, the provisions of Para. 4 subpara. 11 and 12 of the Terms and Conditions (if the deceased Customer was a Joint Holder of the Account) and of Para. 31 of the Terms and Conditions shall apply.
  16. The dissolution of the Deposit Product Agreement or its expiry shall result in automatic deactivation of all products and services provided under that Agreement unless the applicable laws and regulations stipulate otherwise.
  17. For the valid reasons listed in para. 28 subpara. 3 or if the Bank decides to discontinue offering a given product or service or in the event of changes to the Bank's IT systems affecting provision of the services and products offered by the Bank, the Bank may deactivate the individual services covered by the Deposit Product Agreement, effective two (2) months after the relevant representation is made. If such a deactivation results in closure of all Accounts maintained for the Customer, such a representation shall be tantamount to giving notice of termination of the Deposit Product Agreement.
  18. The Customer may within ten (10) days of the activation date deactivate with immediate effect a product or service activated under the Deposit Product Agreement provided that such activation was effected via Citibank Online or via CitiPhone. A change in Personal Account type is not deemed activation or deactivation of a product or service.
  19. The Customer may deactivate individual products and services covered by the Deposit Product Agreement; such deactivation shall become effective one (1) month after the relevant representation is made or at an earlier date, subject to the Bank's consent. Moreover, a Customer may deactivate the product or service in question in every case in which these Terms and Conditions or applicable laws provide for a possibility of giving notice of termination of the agreement concerning the product or service in question. If such deactivation results in the closure of all Accounts maintained for the Customer or loss of access to the Account via Citibank Online and CitiPhone, such a representation shall be tantamount to giving notice of termination of the Deposit Product Agreement. A Customer's representation concerning deactivation of a product or service may be submitted via CitiPhone and Citibank Online (except for Citi Mobile and Citi Handlowy for iPad) or in writing.
  20. With respect to the consequences of deactivation indicated in the subparagraphs above, the provisions of the Terms and Conditions concerning termination of the agreements concerning individual products and services shall apply, with the exception of deactivation with immediate effect which shall be tantamount to the Customer withdrawing from the agreement concerning the product or service in question.
  20. The Bank shall make a representation concerning termination of the Deposit Product Agreement or deactivation of individual products and services exclusively in writing.
  21. A Deposit Product Agreement may be signed as a joint agreement between the Bank and two, three or four Joint Holders ("Joint Deposit Product Agreement"). The same Joint Holders may sign only one Joint Deposit Product Agreement.
  22. In the case of a Joint Deposit Product Agreement:
    - a) With respect to the joint character of the products and services provided under the Deposit Product Agreement, the provisions of these Terms and Conditions concerning joint products and services (i.e. the Personal Account, Savings Accounts) shall apply, in particular with regard to the scope of instructions that may be submitted by each of the Customers;
    - b) Each of the Customers shall be granted separate and independent access to the channels of communication with the Bank;
    - c) Each of the Customers shall only have the right to activate and deactivate, with effect for the remaining Customers, the products and services that may be joint products and services under these Terms and Conditions with the exception of Citicard, and products and services that are linked to the joint Account but are assigned to one of the Joint Holders. The Bank may refuse to maintain a particular Account or Account type as a joint account;
    - d) All Customers shall be required to act jointly in order to change the parties to the Agreement and to transform the Agreement into an individual agreement; and
    - e) Termination of the Agreement or withdrawal from the Agreement by one of the Customers shall be effective vis-à-vis the remaining Customers.
  23. Where the Joint Holders for whom the Bank already maintains a joint Personal Account or Savings Accounts sign a Joint Deposit Product Agreement with the Bank, the signing of the agreement shall be tantamount to the provisions of the agreement superseding all provisions of the joint agreements signed hitherto between the Joint Holders and the Bank having as their object the services covered by the Agreement, in particular:
    - The "Konto Osobiste Citibank" Bank Account Agreement; and
    - The "Konto Oszczędnościowe Citibank"/"Konto SuperOszczędnościowe Citibank" Bank Account Agreement together with all amendments and additions to those agreements.
 Moreover, the Joint Deposit Product Agreement shall supersede the provisions of the agreements other than those concerning Account maintenance signed individually by the Joint Holder with the Bank before the signing of the Joint Deposit Product Agreement; in particular, this shall concern the Citicard Agreement.  
 Where a Joint Holder signs a number of the Joint Deposit Product Agreements or at least one Joint Deposit Product Agreement in addition to the individual Deposit Product Agreement, the provisions of the agreements other than those having as their object maintenance of the Account signed individually by the Joint Holder before the Joint Deposit Product Agreement or Deposit Product Agreement shall be superseded under the first agreement signed with the Bank; following its expiration or deactivation of the products and services provided thereunder, the Joint Holder may use those products and services under the Joint Deposit Product Agreement or Deposit Product Agreement signed at a later time. All service settings (including bank account numbers and Identification Codes) shall remain unchanged, and the products and services provided by the Bank to date to the Joint Holders jointly or to one of the Joint Holders, subject to the provisions above, together with any products and services applied for at the time of signing of the Agreement, shall be set forth in the Deposit Product Confirmation.
  24. A Joint Deposit Product Agreement may also be signed where one of the Customers is a Minor. By signing a Joint Deposit Product Agreement together with a Minor, the statutory representative consents to the Minor signing a Joint Deposit Product Agreement and disposing independently of the funds accumulated in the Account opened under that Agreement. The provisions of para. 5 of the Terms and Conditions shall apply to the instructions submitted by a Minor.

### **Section III. BANK ACCOUNTS AND DEPOSITS**

#### **A. ACCOUNT HOLDER**

##### **Para. 3. ACCOUNT HOLDER**

1. An Account may be maintained for one Customer under an individual Agreement. Subject to para. 9.10, a Customer may be the holder of one Account maintained under an individual Agreement.

2. Apart from signing an individual Agreement, a Customer may also be a Joint Account Holder under an Agreement signed jointly with the other persons pursuant to para. 4 of the Terms and Conditions. A Customer may also be exclusively a Joint Holder of an Account or Accounts without signing an individual Agreement.
3. A Customer shall indicate to the Bank his or her foreign exchange status (Resident or Non-Resident) and inform the Bank promptly of any changes thereof.

#### **Para. 4. JOINT ACCOUNT HOLDERS**

1. An Account may be maintained jointly for two, three or four persons, provided, however, that only one joint Account may be maintained for the same Joint Account Holders. Where an Account is opened for several persons as a Joint Account, subject to the provisions of the Terms and Conditions each Joint Holder shall have the right to independently dispose of the funds in the Account. A Customer who holds a particular type of Account as an individual Account may only hold the same type of Account as a joint Account of which he or she is the first Joint Holder.
2. The Joint Holders shall be jointly and severally liable to the Bank for all obligations arising under the Agreement, Account balance and banking operations involving that Account, including the consequences of execution of the instructions submitted by the Joint Holders which result from their differing decisions.
3. In order to sign an Agreement, appoint an Attorney and transform a Joint Agreement into an Individual Agreement or a Joint Agreement for the remaining Joint Holders, all Joint Holders shall have to submit declarations of intent simultaneously and in agreement. Revoking a notice of termination of a Joint Agreement shall require the consent of the Joint Holder who has submitted the notice of termination of that Joint Agreement.
4. In the case of transformation of an individual Deposit Product Agreement into a Joint Deposit Product Agreement:
  - a) All individual Accounts maintained under the relevant Deposit Product Agreements shall be transformed into the joint Accounts; and
  - b) The Powers of Attorney established for the individual Agreement shall become null and void.
5. An individual Deposit Product Agreement shall not be subject to transformation into a Joint Deposit Product Agreement if a Regular Saver Account is maintained under such agreement.
6. In the event that a Joint Deposit Product Agreement is to be signed with the Bank by the Joint Holders and the Bank already maintains, for one of them, an individual "Citibank Personal Account" or "Citibank Savings Account/Citibank SuperSavings Account" Bank Account Agreement or such other agreement to which these Terms and Conditions apply, or in the event that a Joint Deposit Product Agreement with the Bank is to be signed by the Joint Holders for some of which the Bank already maintains a joint "Citibank Personal Account" or "Citibank Savings Account/Citibank SuperSavings Account" Bank Account Agreement or such other agreement to which these Terms and Conditions apply, the Joint Deposit Product Agreement shall solely cover the Account identified by the Parties to the Deposit Product Agreement.
7. Each Joint Holder may terminate the Agreement at any time subject to a one-month period of notice with effect for the remaining Joint Holders.
8. An Attorney may be revoked at any time by each of the Joint Holders. The Joint Holder revoking the Attorney shall be obliged to notify the Bank thereof without delay at a Branch or via CitiPhone or in writing.
9. All actions under the Agreement, except for the actions referred to in subpara. 3, may be performed independently by any of the Joint Holders with effect for the remaining Joint Holders.
10. All Joint Holders of a single Account shall have an identical foreign exchange status of Residents or Non-Residents.
11. The death of a Joint Account Holder shall not cause the Agreement to expire; such an Agreement shall continue on the unchanged terms with the surviving Joint Holders. The heirs shall not become parties to the Agreement in place of the deceased Joint Holder.
12. Where there are two Joint Holders, the death of either of them shall cause the Joint Agreement to become an Individual Agreement.

#### **Para. 5. MINOR'S ACCOUNT**

1. A Joint Account may be maintained for a Minor with one or two of the Minor's statutory representatives.
2. Upon the death of a Minor's statutory representative or upon his or her loss of statutory representative status, the Agreement shall expire unless the Minor's second statutory representative remains a party to the Agreement.
3. Where a Minor attains majority, he or she shall become a full Joint Account Holder together with the remaining Joint Holders, his or her hitherto statutory representatives.
4. By signing an Agreement together with a Minor, the statutory representative consents to the Minor signing the Agreement and disposing independently of the funds accumulated in the Account opened under that Agreement.
5. All changes in respect of the terms on which an Account is maintained for a Minor, in particular the changes to the parties to the Agreement, changes of the type of the Account, appointment or recall of an Attorney and activation and deactivation of products and services under a Deposit Product Agreement may only be effected upon an application and with the consent of the statutory representative who is party to the Agreement. Similarly, the Agreement shall be terminated where the notice of termination or representation concerning the withdrawal is submitted by the statutory representative who is party to the Agreement.
6. Under the Deposit Product Agreement, a statutory representative may activate or deactivate individual products and services for the benefit of the Minor, in particular Citicard.

#### **Para. 6. ATTORNEY**

1. The Customer may appoint an Attorney to operate the Account. The power of attorney may be granted in writing at a Branch by way of submission of a declaration of will by the Customer using a Bank form and provision of a specimen signature by the Attorney. Such power of attorney shall enable the Attorney to perform all actions in connection with management of the Account and to submit the instructions involving the Account under the Agreement, including independent disposal of the funds accumulated in the Account and opening and closing of the Deposits or Foreign Currency Sub-Accounts with the exception of the right to:
  - a) Submit Instructions in Case of Death;
  - b) Grant further powers of attorney; or
  - c) Dissolve, terminate or amend the Agreement.
2. In the case of the powers of attorney that are not granted in the presence of a Bank employee, the principal's (Customer's) signature should be consistent with the specimen signature provided to the Bank or officially certified or otherwise agreed upon with the Bank.
3. If a power of attorney was signed before a foreign notary public, it should be certified for compliance with the laws of the place of issue by a Polish diplomatic or consular mission, unless the power of attorney was issued in a country with whom the Republic of Poland has entered into and ratified relevant international treaties waiving that obligation. If the power of attorney was issued in a country which is a party to the Hague Convention Abolishing the Requirement for Legalisation of Foreign Public Documents, it should have an apostille affixed to it.
4. If a power of attorney was drafted in a foreign language, it should be translated into Polish by a sworn translator of the Polish language.

5. Subject to the scope of authorization arising from the wording of the power of attorney, the Attorney may submit instructions in person at the Branches or execute transactions using the Citicard, with the exception of CitiPhone and Citibank Online. An act at law performed by an Attorney within the limitations of his or her powers shall entail the consequences directly affecting the Customer.
  6. The Customer may give the Bank notice of the revoking of a power of attorney at any time in person, in writing at a Branch, via CitiPhone or deliver such notice to the Bank in writing.
  7. A Customer may apply for the Attorney to be issued a Citicard or consent to the Attorney using a Citicard.
  8. The Customer or the Attorney may, subject to the scope of authorization arising from the wording of the power of attorney, cancel the Citicard issued to the Attorney at any time. The cancellation shall become effective when the Bank is notified thereof at a Branch or via CitiPhone.
9. Provisions of the Agreement and of the Terms and Conditions concerning the Customer's rights and obligations in respect of the payment services provided by the Bank to the Customer shall apply accordingly to the appointed Attorney, taking into account the scope of the granted power of attorney.

## **B. BANK ACCOUNT TYPES**

### **Para. 7. COMMON PROVISIONS**

1. An Account shall be maintained for the Customer who has signed an Agreement with the Bank. A Customer may submit an instruction for an Account to be opened upon the signing of the Deposit Product Agreement as well as before its signing or after its signing by submitting the relevant instruction.
2. An Agreement between the Bank and the Customer shall be made in writing by way of both parties signing the Agreement or otherwise as permitted by law. Where a Deposit Product Agreement has already been signed, the Customer may submit instructions to activate an additional Account and Foreign Currency Sub-Account via CitiPhone and Citibank Online (except for Citi Mobile and Citi Handlowy for iPad) as well as at a Branch.
3. Depending on the Customer's foreign exchange status, the Bank shall maintain a Resident's Account or a Non-Resident's Account for the Customer.
4. A Personal Account and Savings Accounts may not be used for the purposes related to the Customer's business or professional activity within the meaning of the Freedom of Business Activity Act of 2 July 2004. Where a Personal Account or Savings Accounts are used for the purposes related to the Customer's business activity, the Bank shall have the right to terminate the Agreement in whole or in part.

### **Para. 8. PERSONAL ACCOUNT**

1. A Personal Account in PLN shall be the Customer's primary bank account. Within the framework of the Personal Account, the Customer shall have also the right to open a Foreign Currency Sub-Account in a currency listed in the Interest Rate Table with a separate bank account number. The Customer may open at most one Foreign Currency Sub-Account per currency.
2. Within its range of products, the Bank maintains different types of Personal Accounts with varying functionalities and fees as indicated in the TFC. The Bank may render maintenance of individual types of Personal Accounts contingent upon fulfilment of the conditions set forth in the TFC.
3. The Customer shall have the right to change the type of the Personal Account maintained for the Customer. For accounts with variable interest rates, the change in the interest rate shall occur on the date on which the Personal Account type is changed and shall correspond to the type of the Personal Account in question. An application for a change of the Personal Account type may be submitted at a Branch, via CitiPhone or Citibank Online (except for Citi Mobile). A Personal Account type may only be changed to a Personal Account type offered by the Bank on the day on which the Personal Account type change instruction is submitted.
4. If, during three (3) consecutive months, the Customer:
  - Fails to fulfill the conditions set forth in the TFC for free maintenance of the Personal Account type in question; and
  - Does not keep sufficient funds in the Account to meet in full all due fees and commissions indicated in the TFC for the Personal Account type in question;the Bank shall have the right to notify the Customer of its intention to change the type of the Personal Account maintained for the Customer.
5. The Bank shall change the Personal Account type if the Customer does not fulfill the aforementioned conditions by the end of the second full calendar month following the day on which the notification is served. In such case, the Bank shall charge no additional fees in consideration of the change of the Personal Account type.
6. The Personal Account type shall be changed to a Personal Account type currently offered by the Bank, which shall be indicated by the Bank in the notification sent to the Customer.
7. Where the Customer fulfills the criteria for a Personal Account type other than that specified by the Customer, the Bank shall have the right to suggest that the type of Personal Account maintained for the Customer be changed.
8. For each Personal Account type change, the Bank shall deliver to the Customer the applicable TFC if the Customer has not received such a TFC previously; the TFC shall be delivered in the manner provided for delivery of the amendments to these Terms and Conditions and for TFC amendments.

### **Para. 9. SAVINGS ACCOUNTS**

1. The Bank may maintain for the Customer a Savings Account or a number of the Savings Accounts under the Agreement. A Customer may submit an application for a Savings Account to be opened upon the signing of the Deposit Product Agreement as well as following its signing by submitting the relevant instruction. A Customer who has not signed a Deposit Product Agreement may open an additional account within the framework of a Savings Account or SuperSavings Account in a currency other than the one held to date where the Agreement signed by the Customer provides for such option.
2. The Bank offers the following types of Savings Accounts: Savings Account, SuperSavings Account and Regular Saver Account. The types of individual Savings Accounts differ in terms of fees and functionality in the manner set forth in the TFC and the Interest Rate Table.
3. The Customer for whom a Personal Account is maintained under a Deposit Product Agreement may submit an instruction to the Bank for a Regular Saver Account to be opened using the funds available in the Personal Account or Foreign Currency Sub-Account. When submitting the instruction, the Customer shall specify the following:
  - a) Currency; and
  - b) Period for which the Regular Saver Account is to be maintained ("Maintenance Period").
4. The first day of the Maintenance Period shall be deemed to be the first day of the next calendar month following the date on which the baseline amount is deposited, which shall be construed as the minimum amount required to open a Regular Saver Account and set forth in the Interest Rate Table, except if the baseline amount is deposited on the first day of a calendar month the day opening the Maintenance Period shall be the following day of that month. After the Maintenance Period has expired, the funds shall be transferred to the Personal Account or Foreign Currency Sub-Account maintained in the same currency as the Regular Saver Account. Where the Personal Account or Foreign Currency Sub-

Account is maintained in a currency other than the Regular Saver Account, the funds shall be transferred to the Personal Account following conversion at the exchange rate in force at the Bank on the Regular Saver Account's maturity date. If the Customer closes the Regular Saver Account before expiry of the Maintenance Period, the funds shall be transferred to the Personal Account or Foreign Currency Sub-Account indicated by the Customer following conversion at the exchange rate in force at the Bank on the closure date.

5. A Regular Saver Account in the selected currency shall be opened after the funds in the amount at least equal to the baseline amount set forth in the Interest Rate Table have been transferred from the Personal Account or Foreign Currency Sub-Account.
6. Maintenance Periods, baseline amounts, minimum monthly amounts and interest rates of the Regular Saver Account are set forth in the Interest Rate Table.
7. Minimum monthly amounts are calculated as the balance of the transactions executed in the Regular Saver Account during the month. The Customer may withdraw part of the funds from the Regular Saver Account during the Maintenance Period. In such case, the Bank shall charge the fees in accordance with the TFC.
8. Where the Customer submits an instruction for a Regular Saver Account to be opened on a day other than a Business Day, the Regular Saver Account shall be opened on the following Business Day. Where the Regular Saver Account maturity date falls on a day other than a Business Day, the Regular Saver Account shall mature on the following Business Day.
9. Where a Personal Account agreement is terminated during the Maintenance Period, the Regular Saver Account shall be terminated as well.
10. For each Maintenance Period, the Customer may open one Regular Saver Account in each currency listed in the Interest Rate Table.

#### **Para. 10. DEPOSIT ACCOUNT**

1. The Customer may submit an instruction to the Bank for a Deposit to be opened using the funds available in the Personal Account. When submitting the instruction, the Customer shall state the currency, amount and type of Deposit as well as the term for which the Deposit is to be maintained ("Agreement Term") and the manner in which interest is to be paid.
2. The currencies, Deposit Terms, minimum amounts and Deposit interest rates offered by the Bank are set forth in the Interest Rate Table.
3. A Deposit shall be opened after the funds have been transferred from the Personal Account (including a Foreign Currency Sub-Account maintained in the currency in which the Deposit is being opened). After the closure or early withdrawal of the Deposit, the funds shall be transferred back to the aforementioned Personal Account (Foreign Currency Sub-Account). In the event of early withdrawal of the Deposit, the Customer may designate another Personal Account or Foreign Currency Sub-Account of which he or she is a Holder or Joint Holder maintained in the same currency as the Account from which the Deposit has been opened into which the funds are to be transferred after the early withdrawal of the Deposit.
4. Deposit interest rates shall remain unchanged throughout the term of the Deposit.
5. The withdrawal of funds from a Deposit during its term shall result in termination of the Deposit unless the terms and conditions of the Deposit stipulate otherwise.
6. Where the Customer submits an instruction for a Deposit to be opened on a day other than a Business Day, the Deposit shall be opened on the following Business Day.
7. Where the Deposit maturity date falls on a day other than a Business Day, the Deposit shall mature on the following Business Day.
8. Unless the Customer submits a different instruction, the Term of the Deposit shall be extended for another Term of the same duration, and the Interest Rate Table in force at the renewal date shall be applicable. Unless the Customer submits a different instruction, interest shall be added to the funds accumulated in the Deposit at the Deposit renewal date.
9. Deposits may not be opened using a Savings Account.

### **Section IV. BANK MONETARY SETTLEMENTS**

#### **Para. 11. GENERAL PROVISIONS**

1. Within the framework of a Personal Account, without the need for additional activation, the Bank shall, upon the Customer's instructions, execute pecuniary settlements in the following forms:
  - a) Cash withdrawal or deposit at a specified Branch or ATM;
  - b) Transfer order;
  - c) Direct debit, standing orders;
  - d) "Emergency Cash" service; or
  - e) Transactions executed using Citicard, including Cash Back and other cash withdrawals executed with intermediation of the Merchants.
2. Within the framework of a Savings Account, the Bank shall, on the Customer's instructions, execute monetary settlements in the forms referred to in subpara. 1 items a), b) and d) and also, in the case of regular payment of an insurance premium towards the insurance products made available with the Bank's intermediation, specified on the Bank's website ([www.citihandlowy.pl](http://www.citihandlowy.pl)), also in the form defined in item c). Such monetary settlements may not be performed in ATMs.
3. Within the framework of a SuperSavings Account, the Bank shall, on the Customer's instructions, execute monetary settlements in the forms referred to in subpara. 1 items a), b) and d) and, in the case of regular payment of the insurance premium towards the insurance products made available with the Bank's intermediation, specified on the Bank's website ([www.citihandlowy.pl](http://www.citihandlowy.pl)), also in the form defined in item c). Where a direct debit or standing order is executed, the provision of para. 29 subpara. 8 shall not apply. Such monetary settlements may not be performed in ATMs.
4. Within the framework of a Regular Saver Account, the Bank shall, on the Customer's orders, execute the monetary settlements in the forms referred in subpara. 1 items a), b) and d). Such monetary settlements may not be performed in ATMs.
5. The Bank may agree with the Customer other forms in which instructions, including Payment Instructions, will be accepted.
6. In order to ensure safety of the funds accumulated in the Account, the Bank may introduce security procedures with respect to each form in which the Payment Instructions are submitted by the Customers. In particular, the Bank may require telephone confirmation of the Payment Instructions submitted by the Customer via CitiPhone, provided that the Customer was informed of that requirement at the time of submission of the Payment Instruction. In order to obtain the confirmation, the Bank forthwith contacts the Customer at the phone number indicated for contact by the Customer. The Payment Instruction is deemed received by the Bank upon receipt of the above described confirmation by the Customer.
7. The Bank executes the Payment Instruction if there are enough funds in the Account to execute the Payment Instruction and to cover the fee or commission due to the Bank in consideration of execution of the Payment Instruction, the Payment Instruction does not involve the countries or entities subject to international sanctions or embargoes, in particular those established by the EU, the US or the UN and, in addition, with respect to a Payment Instruction of a transfer order, if:
  - a) The Customer has provided the Bank with the correct Unique Identifier required for execution of the Payment Instruction, and
  - b) The Customer has provided the Bank with all information required in the Rules for Submission of Payment Instructions for execution of a Payment Instruction; and
  - c) The amount of the Payment Instruction denominated in a foreign currency is equal to or higher than half a unit of that currency.

8. The Bank executes the Payment Instructions, except for direct debits and instructions executed with the use of Citicard, on the basis of the Unique Identifier provided by the Customer.
9. The detailed scope of the information to be provided by the Customer for the Payment Instruction to be executed by the Bank is defined in the Rules for Submission of Payment Instructions constituting an appendix to these Terms and Conditions.
10. The Bank has the right to refuse execution of a Payment Instruction submitted by the Customer when the Customer has failed to fulfill the conditions set forth in the Agreement and the Terms and Conditions or where the right of refusal or obligation to refuse are provided for in law.
11. In case of refusal to execute the Payment Instruction, the Bank shall inform the Customer of such refusal at the earliest opportunity at the Branch, via CitiPhone, via Citibank Online, through the Recipient or with the use of electronic communication means and, if possible, also of the reasons for the refusal and the procedure for correcting the errors underlying the refusal unless such notification is inadmissible under separate regulations.
12. Where an incorrect posting is made in the Account, the Bank shall have the right to correct (reverse) such a posting, also where the Bank provided the Customer with the information or statement containing the incorrect balance. In such case, the Bank shall immediately notify the Customer in the statement of the correction/reversal of the incorrect posting.
13. Where the funds in the Account are insufficient to execute all of the Customer's Payment Instructions that are to be executed on the day specified by the Customer, the Bank shall first execute standing orders or Payment Instructions with a future date for repayment of a loan granted by the Bank. The remaining Payment Instructions shall be executed by the Bank in the order of their submission.
14. The Bank shall commence execution of the Customer's Payment Instruction at the time of its receipt (the moment the Instruction is received), while taking into account the following:
  - a) The Bank and the Customer may agree that execution of the Payment Instruction is to commence:
    - i) On a specified day;
    - ii) At the end of a specified period;
    - iii) On the day when the Customer places at the Bank's disposal the funds required for execution of the Payment Instruction;
  - b) When the Payment Instruction is received by the Bank:
    - i) On a day other than a Business Day; or
    - ii) On a Business Day but after the Cut-Off Hours specified in the Cut-Off Hours List, the Customer's Payment Instruction is deemed received by the Bank on the first Business Day following that day.
15. From the moment of receipt of a Payment Instruction by the Bank, the Customer may revoke or amend such Payment Instruction solely with the Bank's consent on the basis of a separate statement.
16. When executing the Payment Instructions from the account or making deposits into the account in a currency other than the currency of the account, all currency conversions are made based on the Bank's exchange rates valid at the time of acceptance of the Payment Instruction by the Bank. The exchange rate is established on the basis of average exchange rates of the interbank market (Average Exchange Rate). The Average Exchange Rate is increased by the Bank's margin. Due to volatility of the Average Exchange Rate which is beyond the Bank's control, changes in the exchange rate tables in force at the Bank are made without prior notice.
17. The current exchange rates in force at the Bank are stated in the Exchange Rates Table which is made available to the Bank's Customers in the form of hardcopy publications at the Branches, via Citibank Online and via CitiPhone. The information about the applied exchange rates is presented by the Bank in the transaction description provided in the account statement. For Payment Instructions above the amount defined in the information made available together with the Exchange Rates Table, the Bank may agree with the Customer to apply the exchange rates other than those defined in the Exchange Rates Table.
18. The Payment Instruction may be executed in the currencies defined by the Bank. The list of the currencies in which the Payment Instruction may be executed is made available to the Customers at the Branches, via Citibank Online and via CitiPhone.
19. In executing a Payment Instruction submitted by or on behalf of the Customer in a currency of a country which is a member of the European Economic Area to a Recipient whose provider of payment services is located in the European Economic Area, the Bank assures that the account of that provider is credited with the amount of the payment transaction not later than:
  - a) By the end of the Business Day following the receipt of the Payment Instruction by the Bank if the payment transaction:
    - (i) Is made in the Polish zloty or in euro and to the bank account of the provider of payment services in the territory of the Republic of Poland;
    - (ii) Is made in euro and to the bank account of a provider of payment services located in another member state;
    - (iii) Involves not more than one currency conversion between the euro and a currency of a member state from outside the eurozone, provided that the required currency conversion is made in a given member state from outside the eurozone and, in the case of cross-border payment transactions, provided that the cross-border transfer is made in euro; or
  - b) By the end of the fourth Business Day following the receipt of the Payment Instruction by the Bank in the remaining cases.
 These deadlines may be extended by another Business Day for payment transactions initiated in the hardcopy format.

## Para. 12. DEPOSITS

1. Deposits in the Personal Account can be made:
  - a) In the form of bank transfers (internal or external);
  - b) In cash at the Branches designated by the Bank (the list of the Branches together with their location and information about the currencies in which cash services are provided is available at the Branches, via CitiPhone and on the Bank's website [www.citihandlowy.pl](http://www.citihandlowy.pl)); or
  - c) In the Bank's ATMs with deposit functionality, the Bank's cash deposit machines or cash deposit machines of the independent operators selected by the Bank. The Bank shall make available to the Customers the list of cash deposit machines of independent operators together with their locations at Branches, on the Bank's website ([www.citihandlowy.pl](http://www.citihandlowy.pl)) and via CitiPhone.
2. Deposits into the Savings Accounts can only be made in the forms referred to in subpara. 1 items a) and b).
3. For deposits in the Personal Account made in ATMs or cash deposit machines using a Debit Card, deposits may only be made in banknotes in the currency supported in a given ATM or cash deposit machine consistently with the instructions displayed in that ATM or cash deposit machine offering the functionality in question. The provisions of para. 18 and para. 19 of the Terms and Conditions shall apply accordingly to the use of the Debit Card in ATMs or cash deposit machines indicated by the Bank.
4. The deposit amount shall be checked and counted and the Personal Account shall be credited with the amount deposited:
  - a) Immediately after the deposit has been made for deposits made in ATMs of the Bank;
  - b) Immediately after receipt of the information about a deposit made from an independent operator - for deposits made in cash deposit machines of the independent operators selected by the Bank;
 subject to subpara. 5 below.

5. The Bank shall have the right to:
  - a) Withhold crediting of the funds to the account and retain banknotes for verification where there are reasonable suspicions concerning authenticity of the banknotes deposited;
  - b) Adjust the posting made and debit the Customer's account with the amount of the funds deposited and credited to the account if a banknote is later identified as counterfeit or there are suspicions concerning its authenticity;
  - c) Refuse acceptance of damaged banknotes and coins in the currencies other than PLN; or
  - d) Refuse acceptance of a deposit in the Account in the case of a cash deposit linked to the Customer's business or professional activity.
6. The limits on the deposits made in ATMs or cash deposit machines are set forth in the TFC.
7. A payment transaction covered by a Payment Instruction of a cash deposit is deemed authorized if:
  - a) It has been confirmed with Debit Card's PIN; or
  - b) When made at a Branch, it has been confirmed with the Customer's signature; or
  - c) In the case of use of a device where transactions are initiated through insertion of a bank card and the transaction is authorized through physical placement of the Debit Card in the machine.
8. The Bank reserves the right to receive deposits at the indicated Branches in the foreign currencies in which cash services are provided at a given Branch. The list of Branches together with their location and information about the currencies in which cash services are provided is available at the Branches, on the Bank's website ([www.citihandlowy.pl](http://www.citihandlowy.pl)) and via CitiPhone.

#### **Para. 13. CASH WITHDRAWAL**

1. Cash withdrawals from the Personal Account may be executed:
  - a) In ATMs;
  - b) At the Branches indicated by the Bank;
  - c) Using Citicard - Cash Back withdrawals and other cash withdrawals executed with intermediation of the Merchants.
2. The Bank reserves the right to execute withdrawals at the indicated Branches in foreign currencies using exclusively the denominations that are available for the purposes of providing cash services at the Branch in question. The list of Branches together with their location and information about the currencies in which cash services are provided is available at the Branches, on the Bank's website ([www.citihandlowy.pl](http://www.citihandlowy.pl)) and via CitiPhone.
3. Subject to para. 2 above, in the event that a Branch lacks certain denominations of foreign currency coin, the Bank reserves the right to execute the withdrawal of a foreign currency amount which is not a multiple of denominations available at the Branch in question by converting it to PLN at the then applicable average exchange rate of the National Bank of Poland.
4. The Bank may define the amount above which the Customer is to notify the Bank of the planned cash withdrawal an agreed number of days in advance. The amount of withdrawal and the number of the days of the advance notice shall be stipulated in the TFC.
5. The information concerning cash services provided at the Branches shall be made available to the Customer at Branches or via CitiPhone.
6. A payment transaction of cash withdrawal covered by a Payment Instruction is deemed authorized if it has been confirmed with Citicard PIN or Identification Card PIN or the Customer's signature.

#### **Para. 14. TRANSFER ORDER**

1. Subject to subpara. 5 below, the Customer shall have the right to commission to the Bank execution of a transfer in the following manner:
  - a) Via Citibank Online (except for the transfers executed in SORBNET system);
  - b) Via Citi Mobile (except for the transfers of social security contributions (ZUS) and tax dues (Urząd Skarbowy) executed in SORBNET system);
  - d) Via CitiPhone;
  - e) At the Branches indicated by the Bank on the Bank's website ([www.citihandlowy.pl](http://www.citihandlowy.pl)); or
  - f) In multi-function ATMs indicated by the Bank (except for future-dated transfers; transfers executed in ATMs may only be executed when the Recipient has previously been defined in CitiPhone or at a Branch).
2. External PLN transfer orders to the accounts at banks, credit institutions, branches of credit institutions and branches of foreign banks operating in the territory of the Republic of Poland, excluding transfers of social security contributions (ZUS) and tax dues (Urząd Skarbowy), in the amount equal to or greater than PLN 1,000,000 shall be executed in SORBNET system only.
3. During the execution of a Payment Instruction under the CGT service from the Customer's account into the account of the Recipient maintained in a currency other than the Payment Instruction's currency, the Recipient's account shall be credited with an amount converted at the exchange rate applied by the Payment Organization performing the settlements within the scope of that service.
4. The CGTs are executed instantly, and the Recipient's account is credited with the amount of the transferred funds at the time of submission of the Payment Instruction covering the CGT Transfer instruction. The possibility of execution of a CGT depends on the technical readiness of the Recipient's bank to accept a transfer within the scope of that service. The Bank informs the Customer of the possibility to execute a CGT before accepting a Payment Instruction covering the CGT instruction.
5. Transfers executed by means of FotoKasa service may be commissioned to the Bank by the Customer via Citi Mobile application.
6. Where a standing Payment Instruction or a future-dated money transfer Payment Instruction is established, modified or cancelled, the Customer shall be obliged to notify the Bank thereof not later than by the end of the Business Days preceding the agreed date of commencement of execution of the Payment Instruction. The Payment Instruction shall be executed provided that the sufficient funds are present in the Account one Business Day ahead of the date set for execution of the Payment Instruction.
7. In the case of a Payment Instruction submitted on a Business Day past the cut-off hour, standing Payment Instruction or future-dated money transfer Payment Instruction, at the end of the Business Day preceding the Business Day on which the Payment Instruction or an individual transaction under a standing Payment Instruction is to be executed, the Bank shall block, for technical reasons, the funds in the Account in the amount covered by the Payment Instruction or individual transaction under the standing Payment Instruction until execution of the Payment Instruction or individual transaction under the standing Payment Instruction. Notwithstanding the blocked funds, the due interest in the Account shall be accrued until the debiting of the Account with the amount covered by the Payment Instruction as a result of its execution.
8. The Bank deems the Customer has authorized execution of a Payment Instruction of a transfer order, including a transfer with a future date or a direct debit, consistently with the submitted Payment Instruction if that Payment Instruction was submitted by the Customer:
  - a) In person at the Branch, following verification of the Customer's identity by means of a Debit Card or Identification Card and, respectively, a Debit Card PIN or Identification Card PIN or an identification document and, subsequently, confirmed with the Customer's signature;
  - b) In an ATM following prior confirmation of the Customer's identity by means of a Debit Card PIN;
  - c) Via CitiPhone according to the rules of authorization of the Payment Instructions submitted using that Payment Instrument;
  - d) Via Citibank Online consistently with the rules of authorization of the Payment Instructions submitted using that Payment Instrument.

9. If the Customer sets up a standing Payment Instruction, it is deemed that the Customer's approval covers all future transactions made on the basis of the Payment Instruction.
10. The Bank advises that, in respect of international money transfers executed via SWIFT, the US government administration may have access to personal data. The US authorities have undertaken to use the personal data obtained from SWIFT exclusively for the purpose of combating terrorism, while respecting the guarantees provided for by the European personal data protection scheme set forth in Directive 95/46/EC of the European Parliament and of the Council of 24 October 1995 on the protection of individuals with regard to the processing of personal data and on the free movement of such data.

#### **Para. 15. DIRECT DEBIT**

1. The Bank provides the direct debit service, which involves charging the Customer's Personal Account with a specific amount in PLN (Direct Debit) or in EUR (SEPA Direct Debit) as a result of a payment transaction initiated by the Recipient and made on the basis of an authorization granted by the Customer.
2. The Bank executes a Payment Instruction involving a Direct Debit or a SEPA Direct Debit under the following conditions:
  - a) The Customer has provided the information specified in the Rules of Submission of Payment Instructions; and
  - b) The Bank holds the Customer's approval for debiting the Customer's Personal Account within the scope of the direct debit service.
3. The Customer may grant the approval for debiting his or her PLN Personal Account within the scope of the PLN Direct Debit service:
  - a) To the Bank - at a Branch by signing an authorization to debit the Account, via Citiphone or Citibank Online (except for Citi Mobile and Citi Handlowy for iPad) consistently with the rules of authorization of the Payment Instructions submitted using those Payment Instruments;
  - b) To the Recipient's service provider or to the Recipient - by signing an authorization to debit his or her Account.
4. The Customer's approval for debiting his or her Personal Account within the scope of the SEPA Direct Debit service shall be granted by signing an authorization to debit the Account and after a telephone confirmation of the Customer's signature immediately after receipt of the authorization by the Bank.
5. The Direct Debit shall be executed by the Bank provided that the sufficient funds are present in the Personal Account one Business Day ahead of the date set for execution of the Payment Instruction and, in the case of SEPA Direct Debit, from the start of the day on which the Payment Instruction is set for execution.
6. The granting of the approval shall be tantamount to authorization of all consecutive Payment Instructions executed within the scope of the Direct Debit or SEPA Direct Debit service until withdrawal of the said authorization by the Customer or lapse of the authorization's term of validity if it was granted for a defined time period.
7. The rules regarding the manner and form of granting the approval shall apply until withdrawal of the approval.
8. In the case of a Direct Debit or a SEPA Direct Debit, the Customer may cancel a Payment Instruction not later than by the end of a Business Day preceding the date, agreed with the Bank, on which the Customer's Account is debited.

#### **Para. 16. "EMERGENCY CASH" SERVICE**

1. The "Emergency Cash" service enables cash withdrawals from the Account outside the territory of the Republic of Poland under exceptional circumstances when the Debit Card issued in connection with the Customer's Account has been stolen or lost and the Customer has no other access to cash.
2. Each Customer may use the "Emergency Cash" service. The service is not available to the Account's Attorneys.
3. Cash withdrawals may be executed at any branch of a bank belonging to Citigroup Inc., which offers the "Emergency Cash" service. The current list of the countries where branches of banks belonging to Citigroup Inc. offer the "Emergency Cash" service is available on the Bank's website [www.citihandlowy.pl](http://www.citihandlowy.pl), at a Branch and via CitiPhone.
4. The identity of a Customer who wishes to use the "Emergency Cash" service shall be verified in a preliminary manner on the basis of a valid passport.
5. The cash withdrawal is executed on the basis of a written application in which the Customer declares the amount of cash to be withdrawn in US dollars (USD) and indicates the Account to be debited with the withdrawal. The withdrawal shall be executed using the indicated Account provided there are sufficient funds in the Account. Cash withdrawals shall always be executed in the local currency of the country where the service is provided, to be converted at the buying rate then applicable at the bank processing the withdrawal.
6. A payment transaction covered by a Payment Instruction for the "Emergency Cash" is deemed authorized if it was confirmed by the Customer's signature on the application form, following verification of the Customer's identity during a recorded telephone conversation with the Bank.
7. Where the "Emergency Cash" service is used, the Bank shall debit the Customer's Account with the amount equivalent to the amount of the cash withdrawn and the amount of the commission or fee in US dollars (USD) due to the bank processing the withdrawal or equivalent of the amount of the cash withdrawal and amount of the commission or fee due to the bank processing the withdrawal in US dollars (USD) converted at the buying rate then applicable at the Bank if the withdrawal is made from an Account maintained in the currency other than US dollar (USD).
8. The foreign exchange rate applicable to the "Emergency Cash" service shall be determined by the bank executing the "Emergency Cash" service and notified to the Customer ahead of provision of the service.
9. Withdrawal limits related to the "Emergency Cash" service and the amount of fees and commissions related to this service are set forth in the TFC.

#### **Para. 17 FOREIGN CURRENCY INSTRUCTION**

1. A foreign currency instruction shall denote an instruction submitted by the Customer to perform a transaction of a spot conversion of a base currency into a target currency in the amount indicated by the Customer, at the exchange rate selected by the Customer. The base currency is the currency in which the Customer holds funds in the Foreign Currency Account or Subaccount indicated by the Customer. The target currency is the currency into which funds in the base currency are to be converted within the scope of execution of a foreign currency instruction.
2. A foreign currency instruction may involve the following currency pairs: USDPLN, EURPLN, EURUSD, GBPPLN, CHFPLN.
3. A foreign currency instruction can be submitted for a defined or unspecified time period. If the exchange rate indicated by the Customer is not obtained, the foreign currency instruction submitted for a defined time period expires upon the lapse of period for which it had been submitted. A foreign currency instruction submitted for an unspecified time period expires at the time the Bank receives the Customer's statement on cancellation of that Instruction.
4. The Customer may submit, amend or cancel a foreign currency instruction at a Branch or via CitiPhone on business days from 08:00AM till 05:00PM. The Customer may cancel or amend the wording of a foreign currency instruction by the time of its execution by the Bank, at the latest.

5. A foreign currency instruction shall be executed provided that the Currency Account or Sub-Account indicated by the Customer contains the funds sufficient to cover that Instruction at the time of its execution, and provided that the Customer indicated the Foreign Currency Account or Sub-Account kept in the target currency to be credited with the amount of the executed foreign currency instruction. When the Customer submits a foreign currency instruction, the Bank shall block the funds in the Customer's Account in the amount sufficient for execution of the foreign currency instruction.
6. Foreign currency instructions shall be executed on business days. A foreign currency instruction is executed at the time the exchange rate requested by the Customer materializes.
7. The Bank sets the minimum amount of a foreign currency instruction. The information about the minimum amount of a foreign currency instruction is available at the Branches, via CitiPhone and Citibank Online.
8. The Customer may submit the following foreign currency instructions:
  - a) A regular instruction executed at the exchange rate defined in the instruction;
  - b) If executed (ID) - a combination of two foreign currency instructions whereby instruction II is considered submitted by the Customer if instruction I was executed beforehand;
  - c) One cancels the other (OCO) - a combination of two foreign currency instructions whereby if one of the instructions is executed, the other is automatically cancelled; the first instruction to be executed is the one whose exchange rate materializes earlier; or
  - d) If executed, one cancels the other (IOCO) - a combination of three instructions whereby instructions II and III are considered submitted by the Customer after execution of instruction I; if one of the other foreign currency instructions (II or III) is executed the third remaining instruction is cancelled; and the first instruction to be executed is the one whose exchange rate materializes earlier.

## Section V

### PAYMENT INSTRUMENTS AND IDENTIFICATION CARD

#### Para. 18. GENERAL RULES

1. The Bank makes the Payment Instruments available to the Customer on the principles set forth in the Agreement and the Terms and Conditions.
2. The Bank has the right to block a Payment Instrument or Identification Card:
  - a) For objectively justified reasons linked to safety of the Payment Instrument or Identification Card; or
  - b) In connection with suspected unauthorized use of the Payment Instrument or Identification Card or intent to cause execution of an unauthorized payment transaction; or
  - c) In the case of a Payment Instrument or Identification Card linked to use of the Customer's credit - due to the increased risk of loss of the Customer's creditworthiness required for a given Payment Instrument or Identification Card if their use is linked to the Customer's use of credit.
3. If not prohibited under the applicable provisions of the law and not unreasonable from the safety point of view, the Bank shall immediately inform the Customer about the blocking of the Payment Instrument and the reasons for such blocking, at the Branch, via CitiPhone or Citibank Online, through the Recipient or with the use of electronic means of communication. The Customer may contact the Bank in connection with the blocking of the Payment Instrument at the Branch, via CitiPhone or Citibank Online, with the use of electronic means of communication and in writing.
4. The Bank shall unblock the Payment Instrument or supersede it with a new one if the grounds for maintaining the blocking of the Payment Instrument no longer exist.
5. The Customer shall be obliged to store the Payment Instrument and Identification Card with due diligence, keep the Identification Codes strictly confidential, not to keep the Identification Code together with the Payment Instrument and Identification Card and not to make the Payment Instrument, Identification Card or Identification Code available to unauthorized persons.
6. The Bank recommends regular changes of the Identification Codes every three months, as a minimum. The Identification Code shall be changed without delay if the suspicion arises that it might have been disclosed to third parties or when using Citibank Online on unknown hardware. For security purposes, the Identification Codes shall constitute a unique combination of:
  - a) letters, digits and special characters in the case of a Citibank Online and Citi Mobile password; and
  - b) digits in the remaining cases.

The Identification Codes shall not be easy to guess by third parties, i.e. shall not contain such information as, for instance, a telephone number, name, surname, date of birth or place of residence.
7. The Customer shall be obliged to promptly notify the Bank of a loss, theft, appropriation, unauthorized use of or unauthorized access to the Payment Instrument or the Identification Card. The Customer shall immediately report such circumstance via CitiPhone or at a Bank Branch to have the Payment Instrument blocked or the Citicard or Identification Card cancelled.
8. The Customer shall be liable for transactions on the principles set forth in the applicable provisions of the law, including the Act on Payment Services.
9. The Customer shall be liable for unauthorized payment transactions up to the equivalent of EUR 150.00 and for the Contactless Transactions up to the equivalent of EUR 50.00, to be calculated at the average exchange rate published by the National Bank of Poland (NBP) on the day of execution of the transaction if the unauthorized transaction is the result of:
  - a) Use of a Payment Instrument or Identification Card lost by the Customer or stolen from the Customer; or
  - b) Appropriation of the Payment Instrument or Identification Card or their unauthorized use as a consequence of the Customer's breach of the obligation referred to in para. 18 subpara. 7 of the Terms and Conditions.
10. The Customer shall be liable for the full amount of unauthorized payment transactions if caused intentionally by the Customer or due to an intentional or grossly negligent breach of at least one of the obligations envisaged in para. 18 subpara. 5 and 7 of the Terms and Conditions; in such cases, the limitation of liability described in para. 18 subpara. 9 of the Terms and Conditions does not apply.
11. After making the notification pursuant to para. 18 subpara. 7 of the Terms and Conditions, the Customer shall not be liable for the unauthorized payment transactions unless the Customer intentionally caused such transactions to be executed.

#### Para. 19. CITICARD AND IDENTIFICATION CARD

1. A Customer shall be obliged to hold a Debit Card or Identification Card.
2. The Bank may issue a Debit Card to:
  - a) A Customer after a Personal Account has been opened; or
  - b) A Personal Account Attorney, at the Customer's request.
3. The Bank shall issue an Identification Card to a Customer who has not been issued a Debit Card. The Bank shall not issue an Identification Card to an Account Attorney.

4. A Customer may not have both a Debit Card and an Identification Card at the same time. Where the Customer has a Personal Account and a Savings Account at the same time, the Debit Card's functionality for the Savings Account shall be limited solely to the identification purposes at Branches, via CitiPhone and Citibank Online.
5. A Debit Card or Contactless Medium shall be issued under the Citicard Agreement subject to the proviso that the Contactless Medium can be issued only to a Customer who is a holder of a Debit Card.
6. The Citicard Agreement shall be concluded for the term of validity of Citicard and where the Bank fails to submit a declaration that it does not intend to extend the Citicard Agreement at least two (2) months ahead of its expiry, or the Customer fails to submit a notice of termination of the Citicard Agreement at least one (1) month ahead of its expiry, the Citicard Agreement shall be deemed to have been extended for another term. The Citicard Agreement shall expire in the case of the Customer's death.
7. The Bank informs the Customer about Citicard's validity period by displaying such information on the Citicard or provides that information to the Customer on a durable medium.
8. The Bank serves a written notice of its intention not to extend the Citicard Agreement at least two (2) months ahead of expiry of the term of validity of the currently held Citicard, to the last correspondence address indicated by the Customer.
9. Where the declaration concerning non-extension of the Citicard Agreement referred to in subpara. 6 above is made, the Bank shall issue an Identification Card and send it to the Customer.
10. Immediately after receiving a Citicard or Identification Card, the Customer shall be obliged to activate it and, in the case of an Identification Card or Debit Card, sign it in a permanent manner. Citicard or Identification Card may be activated and given a PIN code via Citibank Online, Citi Mobile, CitiPhone or at a Branch.
11. The Customer has the right to use the Citicard throughout its validity period:
  - a) Executing Contactless Transactions with intermediation of the Merchants displaying the MasterCard PayPass logo - in the case of Citicards equipped with a Contactless Module; or
  - b) Using other functionalities whose principles of operation and availability are presented on the Bank's website ([www.citihandlowy.pl](http://www.citihandlowy.pl)), via CitiPhone and at Branches.
12. A Debit Card enables access to the Customer's Personal Account in the following manner:
  - a) Via ATMs displaying the card's logo;
  - b) By enabling execution of non-cash transactions with intermediation of the Merchants displaying the card's logo;
  - c) By enabling execution of cash transactions with intermediation of the Merchants displaying the card's logo, including Cash Back; or
  - d) By enabling execution of online transactions - for the cards offering such functionality.
13. The Customer shall have the right to use a Debit Card throughout its term of validity displayed on the card which expires on the last day of the month indicated on the card:
  - a) At Branches;
  - b) Via CitiPhone, by providing his or her CitiPhone PIN;
  - c) Via ATMs, by entering his or her Debit Card PIN;
  - d) By executing non-cash transactions at retail and service outlets or cash transactions with intermediation of the Merchants, confirming execution of a transaction with his or her signature or Debit Card PIN; or
  - e) By executing non-cash transactions online without a Debit Card being physically present provided that the issued Debit Card offers such functionality and that functionality has been activated.
14. The Customer shall have the right to use an Identification Card throughout its term of validity stated on the card which expires on the last day of the month indicated on the card, only in the manner stipulated in subpara. 13 items a) and b).
15. The Customer may set and change Citicard or Identification Card's PIN via Citibank Online (except for Citi Mobile), CitiPhone or at the Bank's Branches, and may also change the Debit Card's PIN in the Bank's ATMs and in the selected ATMs of the other operators that provide such functionality. The list of the Bank's ATMs together with their location is available at the Branches, on the Bank's website ([www.citihandlowy.pl](http://www.citihandlowy.pl)) and via Citibank Online, Citi Mobile and CitiPhone.
16. The amounts of transactions executed using a Citicard in foreign currencies shall be converted into the settlement currency at the exchange rate of the Payment Organization and then posted in the Account associated with the Citicard. When the currency of the Account associated with the Citicard and the settlement currency differ, transaction amounts shall be settled in the following manner:
  - a) For cash withdrawals from ATMs carrying the Citi or Citibank logo, transactions shall be converted from the settlement currency, i.e. the US dollar (USD), into the currency of the Personal Account or the Foreign Currency Sub-Account associated with the Citicard at the exchange rate in force at the Bank at the time of execution of the transaction; if the transaction currency and the currency of the Citicard account are the same, the transaction is posted without currency conversion;
  - b) For the remaining transactions, the amounts of the transactions shall be converted from the settlement currency, i.e. the US dollar (USD) or pound sterling (GBP) for the transactions executed in those currencies or in the remaining cases from the euro (EUR), into the currency of the Personal Account or Foreign Currency Sub-Account associated with the Citicard at the exchange rate listed in the most recent Currency Exchange Rate Table in force at the Bank on the date on which the transaction is posted.

The above exchange rates are available on the Bank website ([www.citihandlowy.pl](http://www.citihandlowy.pl)), via CitiPhone and at Branches.
17. Transactions executed using a Citicard shall be posted in the Account that is associated with that Citicard at the time of execution of the transaction.
 

Cash, non-cash as well as domestic or international Cash Back transactions executed with a Citicard can be made from the account maintained in Polish zlotys (PLN), euros (EUR), US dollars (USD) or pounds sterling (GBP) if such account is associated with that Citicard at the time of execution of the transaction.
18. The exchange rates applied by the Payment Organization for conversion of the amounts of transactions executed using a Citicard into the settlement currency are published on the website of the Payment Organization. Website addresses of the Payment Organizations are available on the Bank's website ([www.citihandlowy.pl](http://www.citihandlowy.pl)), at Branches and via CitiPhone.
19. The transactions executed with a Citicard shall burden the Account with the currency date corresponding to the date of the posting of the transaction within 14 days of the transaction, immediately after receipt by the Bank from the Payment Organization settling the transaction of the electronic documents confirming its execution.
20. Until its posting, the amount of the transaction executed with a Citicard shall reduce the Account's available balance (shall be blocked). If, within 14 days of the transaction, the Bank does not receive from the Payment Organization settling the transaction of the electronic documents confirming its execution, the Bank shall release the blocked funds.
21. For transactions executed using a Citicard in a currency other than the Polish zloty, the amount of a blockade may differ from the amount of the transaction and the amount posted in the Account.
22. The Customer shall have the right to dispose of the funds from the Personal Account using a Citicard up to the balance in the Account associated with the Citicard, taking into account transaction and commission limits defined in the TFC and the commissions, if any, collected by ATM operators.

23. The Customer may receive a printout confirming his or her submission of each instruction involving transactions effected using ATMs.
24. A non-cash transaction executed with a Citicard, covered by a Payment Instruction or Cash Back is deemed authorized if it was confirmed with a Citicard PIN or the Customer has signed the debit note with a signature matching the signature on the Debit Card. By confirming the transaction, the Customer agrees for his Account to be debited with the amount of that transaction, together with the fees and commissions specified in the TFC. In the case of a device where transactions are initiated through insertion of a bank card, the transaction is authorized through physical placement of the Debit Card in the machine.
25. In the case of a Contactless Transaction:
  - a) Above the value limit, the transaction is deemed authorized if confirmed with the Citicard PIN or the Customer's signature on the debit note matching the signature on the Debit Card; or
  - b) Below the value limit, the transaction is deemed authorized at the time of provision of the Citicard data recorded in the Contactless Module required for execution of the transaction, by approaching the Citicard to the device to enable reading of the data stored in the Contactless Module.
26. The Customer may execute remote transactions using a Debit Card, without the Debit Card being physically present, if this functionality has been activated via CitiPhone, Citibank Online (except for Citi Mobile and Citi Handlowy for iPad) or at a Branch.
27. The Customer can submit an instruction precluding execution of Contactless Transactions via CitiPhone and Citibank Online (except for Citi Mobile and Citi Handlowy for iPad).
28. The limits on the Contactless Transactions not requiring entry of a PIN number or affixation of the Customer's signature outside Poland are set by the Payment Organizations and may differ from those specified in the Table of Transaction Limits. The limits on the Transactions referred to in the preceding sentence are defined on the websites of the Payment Organizations competent for a given country.
29. For transactions executed remotely without physical presentation of the Debit Card (executed over the phone, in writing or via the Internet), the transaction shall be authorized through provision of the details of the Debit Card or the Customer, depending on the Recipient's requirements, including the name and surname, the Identification Code, the number and expiry date of the Debit Card or CVC2 code displayed on the Debit Card's reverse.
30. The Bank shall make available to the Customers the means of securing the transactions executed without the physical use of the Debit Card via the Internet in the form of 3D Secure. The Recipient of a transaction executed without the physical use of the Debit Card via the Internet may require that it be additionally confirmed with a 3D Secure Password.
31. In the case of execution of cash transactions in ATMs other than the Bank's ATMs, non-cash and Cash Back transactions using a Citicard, the moment of receipt of the instruction shall be deemed to be the moment of receipt by the Bank of the information (the settlement file) concerning the transaction from the Payment Organization
32. The Bank shall confirm acceptance of the notification concerning cancellation of the Citicard or Identification Card in writing if the notification has been made at a Branch or verbally if the notification has been made via CitiPhone.
33. Once cancelled, a Citicard or Identification Card cannot be used to dispose of the funds in the Account or execute cash and non-cash transactions.
34. Where a Citicard or Identification Card has been lost, stolen, renewed or replaced, the Bank may send a newly issued Citicard or Identification Card to the Customer to the last correspondence address indicated by the Customer.
35. Citicard cancellation shall not be tantamount to a notice of termination of the Citicard Agreement.
36. The Customer may terminate the Citicard Agreement (which is tantamount to deactivating the Citicard under the Deposit Product Agreement) by:
  - a) Submitting a written notice of termination of the Citicard Agreement to the Bank at a Branch;
  - b) By sending to the Bank's registered address a written notice of termination; where doubts arise as to authenticity of the notice submitted, the Bank reserves the right to confirm it by phone;
  - c) By submitting a notice of termination via CitiPhone after the Customer's identity has been verified; or
  - d) By submitting a notice of termination via Citibank Online (except for Citi Mobile).
 The Citicard Agreement shall be dissolved upon the expiry of the one-month notice period.
37. The Bank shall have the right to dissolve the Citicard Agreement (which is tantamount to deactivating the Citicard under the Deposit Product Agreement) subject to a two months' period of notice, for valid reasons, in the case of the Customer's failure to settle Citicard fees.
38. Where a Citicard is issued to an Attorney, the provisions above shall apply accordingly.
39. In order to use an Identification Card, the Identification Card PIN shall be required.
40. If a photograph of the Customer or Attorney can be placed on the Debit Card, at the request of the Customer or Attorney who provides such photograph to the Bank, the Bank shall place the said photograph on the face of the Debit Card.
41. Under the special circumstances affecting safety or stability of the systems necessary to provide the Services, the Bank can perform maintenance work likely to impair or prevent the Customer's use of the Services. The dates of such work and its anticipated duration shall be published on [www.citihandlowy.pl](http://www.citihandlowy.pl) or the Bank's other websites prior to commencement of such work.
42. The Customer shall not store any unlawful content in the systems referred to in para. 38 above.

#### **Para. 20. CITIBANK ONLINE INTERNET BANKING SERVICE ("CITIBANK ONLINE")**

1. Within the scope of handling of the Account, the Customer may use Citibank Online, including Citi Mobile, that enable access to a simplified version of Citibank Online using a mobile phone, tablet or other devices with a similar functionality. Citibank Online shall be activated when the Customer is issued with a Debit Card/Identification Card. In order to use the services provided via email, the Customer must have an electronic device connected to the Internet that enables the user to read electronic mail. Citi Mobile application shall be available from AppStore and Google Play web services.
2. Citi Mobile is available in two versions:
  - a) For browsers - available after entering the [mobile.citibank.pl](http://mobile.citibank.pl) address in the device's browser; and
  - b) For applications - available after downloading and installation on the device of an application customized to iOS 8.0 and higher or Android 4.04 operating systems.
3. Using Citibank Online and Citi Mobile, the Customer may in particular:
  - a) Obtain information concerning account balances and operations;
  - b) Execute transactions in accounts; or
  - c) Issue other instructions defined by the Bank, in particular instructions related to performance of the Deposit Product Agreement, including instructions concerning activation and deactivation of individual products and services offered by the Bank.
 The detailed information concerning operation of the systems made available via Citibank Online and Citi Mobile has been provided in relevant thematic sections of the website. The details of Citi Mobile application shall be found in the Terms and Conditions of the Application made available in the Application and on the Bank's website.

4. A Payment Instruction submitted via Citibank Online is deemed authorized by the Customer if the Customer has granted his approval for its execution by:
  - a) Logging onto Citibank Online, providing the information defined in the Rules of Submission of Payment Instructions and confirming the Payment Instruction by selecting the appropriate function button used for delivering the Payment Instruction to the Bank - if the Bank does not require authorization through provision of an appropriate Authorization Code; or
  - b) Logging onto Citibank Online, providing the information defined in the Rules of Submission of Payment Instructions and confirming the Payment Instruction by selecting the appropriate function button used for delivering the Payment Instruction to the Bank and by entering the appropriate Authorization Code - if the Bank requires authorization through provision of an appropriate Authorization Code.
5. The use of Citibank Online and Citi Mobile by the Customer shall require the use of appropriate hardware and software, including:
  - a) access to a computer or another device with the operating system supporting popular online browsers, e.g. Internet Explorer, Google Chrome and Mozilla Firefox;
  - b) enablement of cookies and JavaScript type files (the device's configuration instruction is found on [www.citihandlowy.pl](http://www.citihandlowy.pl) website);
  - c) enablement of TSL 1.0 and 1.1 protocol;
  - d) having Adobe Acrobat Reader 9.0 or higher software supporting PDF files installed;
  - e) having an Internet connection with a minimum data transfer rate for a single station of 128kb per second; and
  - f) having open http (80) and https (443) ports.
6. Where a Payment Instruction or another operation being executed by the Customer in Citibank Online requires confirmation with an Authorization Code, the Customer shall verify the data transmitted in the SMS message containing the Authorization Code against the data entered in Citibank Online.
7. A Customer who only holds a Savings Account as well as a Customer who has concluded a Deposit Product Agreement shall be obliged to maintain an active Citibank Online service during the entire term of the Agreement.
8. The Customer shall be electronically identified within Citibank Online and Citi Mobile through entry of the user name and password. For Citi Mobile, fingerprint identification shall also be possible on the selected mobile devices where use of fingerprint identification is possible.
  - a) In the case of fingerprint identification, the Customer shall be granted access to the list of accounts with balances and transaction history.
  - b) any attempt at executing the operations other than listed in letter a) shall entail the need for entering a user password.
  - c) use of the Citi Mobile fingerprint access function shall require its activation on the device along with registration of the fingerprint and, separately, activation of the function within the Citi Mobile application.
  - d) the Bank reserves the right to disable the Fingerprint Logon function for security reasons.
9. The Citi Mobile Snapshot function is available within Citi Mobile Application on the devices with iOS and Android operating systems. The Citi Mobile Snapshot function enables access to the list of accounts with their balances and most recent operations.
  - a) The Citi Mobile Snapshot function may be activated and deactivated by the user within Citi Mobile Application in the Settings section.
  - b) The Citi Mobile Snapshot function envisages making the information about the accounts, their balances and transactions available at a request sent to the Bank via the application without additional authentication.
  - c) The Bank reserves the right to disable the Quick Preview function for security reasons.
10. The manner in which Citibank Online operates has been described in the relevant user's manuals available on the website. Among other things, the manuals referred to in the previous sentence set forth detailed principles for the electronic identification of the Customer and rules to be followed by the Customer when gaining access to the Account via Citibank Online.
11. The amount of the fees collected in consideration of use of Citibank Online is defined in the TFC.
12. For safety reasons, the Bank reserves the right to terminate the connection with the Customer after the lapse of the period specified by the Bank from the date of performance of the last act by the Customer. The Customer gets connected with Citibank Online after re-logging.
13. The Customer undertakes to use Citibank Online in compliance with the applicable laws, including these Terms and Conditions.
14. The Bank may supply computer programs and files which the Bank considers necessary in order to use Citibank Online.
15. The information about the changes to the scope of services provided within the framework of Citibank Online which do not constitute an amendment to the Agreement and about the date of their introduction shall be made available on the website or sent to the Customer by email.
16. Citibank Online may also be used for handling other services provided by the Bank.
17. Where a Deposit Product Agreement is concluded, the Customer shall not be able to deactivate Citibank Online without giving notice of termination of the entire Deposit Product Agreement.

#### **Para. 21. CITIPHONE TELEPHONE BANKING SERVICE (CITIPHONE)**

1. Within the scope of handling of the Account, the Customer may use CitiPhone, which requires using a tone dial telephone and making a call to the number indicated by the Bank.
2. All phone conversations with the Bank's representatives may be recorded using electromagnetic media and may be used as evidence.
3. The Customer may set and change the CitiPhone PIN via CitiPhone.
4. A Payment Instruction submitted via CitiPhone is deemed authorized by the Customer if the Customer gave his approval for its execution by providing the number of the Debit Card or Identification Card or PESEL number and by confirming it with the CitiPhone PIN, or merely with the CitiPhone PIN in a situation where the Customer has activated the Caller Identification Service.
5. The Bank shall have the right to actively initiate contact with the Customer via CitiPhone.

### **SECTION VI**

#### **ELECTRONIC BANKING AND COMMUNICATION WITH THE BANK**

#### **Para. 22. CITIALERTS SERVICE**

1. Within the scope of handling of the Personal Account, the Customer may use the CitiAlerts service consisting in sending text messages and/or electronic messages (email messages) to the Primary Mobile Telephone Number and/or Primary Electronic Mail Address indicated by the Customer that contain the information designated by the Customer at the time of activation or modification of CitiAlerts service settings, including but not limited to:
  - a) Account balance/s;
  - b) Funds available in the account/s;
  - c) Deposits;
  - d) Selected operations in the account/s; and
  - e) Transaction authorizations.

2. The CitiAlerts service may be activated and its settings may be modified after logging into Citibank Online (except for Citi Mobile and Citi Handlowy for iPad), via CitiPhone or at the Bank's Branches.
3. Depending on the type of the information conveyed, the messages shall be sent on a daily basis or in real time.
4. The messages generated daily shall be sent from Tuesdays to Saturdays (except for the days following holidays). The messages shall be sent not later than on the second Business Day after the date of the operation which has caused the message to be generated.
5. The messages generated in real time shall be sent on each weekday following the operation which has caused the message to be generated.
6. The Bank undertakes to start sending alerts on the fourth Business Day after submission by the Customer of the instruction to activate the CitiAlerts service, at the latest.
7. The CitiAlerts service may be activated for each Joint Personal Account Holder. The fee for the CitiAlerts service shall be charged for each Joint Personal Account Holder who has an active CitiAlerts service.
8. The CitiAlerts service may not be activated for an Attorney.
9. The amount of the fees collected in consideration of use of the CitiAlerts service is defined in the TFC.
10. The fees referred to in subpara. 9 above shall be charged to the Customer's Account on the first Business Day of the month following the month to which the fees relate, subject to para. 29 subpara. 9.
11. The Customer may renounce the CitiAlerts service at any time with the proviso that the fee due in consideration of the current calendar month is to be collected in accordance with subpara. 9.
12. In justified cases, the Bank shall have the right to block access to the CitiAlerts service, in particular where the funds available in the Account referred to in subpara. 10 are insufficient to cover the fee for the CitiAlerts service referred to in subpara. 9.

#### **Para. 23. COOKIES**

1. Cookies used by the Bank do not store personal data and are used, inter alia, to save the End Users' preferences, secure the webpages of the Bank, including Citibank Online, and to assure correct operation of the Citi Mobile application.
2. The following types of Cookies are being used within Citibank Online and Citi Mobile systems:
  - a) Persistent cookies - are saved on the device used by the End User, also after the End User has left the viewed webpage or logged out of the application. The purpose of the Bank's storage and access to that information is to save the preferences selected by the End User during their visit to a given webpage, e.g. saving the User's name at the time of their logon to Citibank Online and Citi Mobile. That function aims to enable automatic filling of the user name's box on the user's device when Citibank Online and Citi Mobile are restarted. The End User thus consents to storage of that information on the End User's device.
    - (i) In order to delete the user's name for Citibank Online, please highlight the already saved name and select the 'Delete the user' option from the menu.
    - (ii) In order to delete the user's name for Citi Mobile, please highlight the already saved name and select the "Edit" option from the menu and click on the "Bin" icon.
  - b) Session cookies - are required to maintain proper information exchange between the server and the Bank's services, and, thus, ensure proper display of the contents of Citibank Online and Citi Mobile and to allow use of the functionalities offered by those services. The purpose of the Bank's storage and access to such information is to identify any given session (the dialogue between the browser and the server) and the End Users (communicating with the server at the same time).
3. If the End User does not consent to installation of cookies, this may result in a malfunction of Citibank Online or Citi Mobile or lack of access to the services.

#### **Para. 24 SECURITY**

1. When in doubt as to authenticity or reliability of the information relating to correct and safe use of online payment services, the Customer shall confirm their authenticity and reliability based on the information found on the Bank's website (<https://www.online.citibank.pl/polish/services/Bezpieczenstwo.htm>) or contact CitiPhone.
2. When logging onto Citibank Online, the Customer shall rely on the hardware secured with a firewall that helps protect the computer against online attacks.
3. When logging onto Citibank Online and Citi Mobile, the Customer shall rely on the hardware featuring the current versions of:
  - a) anti-virus software;
  - b) the operating system; and
  - c) internet browser.
4. The Customer shall not open or reply to any email messages containing a request for provision of the personal data or Identification Codes. Such incidents shall be reported to the Bank.
5. The Customer shall not click on any suspicious links or open any attachments of unknown origin found in email, SMS and MMS messages.
6. Neither the Bank nor its employees shall request provision of:
  - a) Identification Codes;
  - b) CVC2 number found on the Debit Card's reverse; or
  - c) Authorization Codes.
7. When the Customer logs onto Citibank Online or Citi Mobile, the Bank does not request specification of the type of the phone, provision of the phone's number or installation of any software on the Customer's phone.
8. The Bank makes available on <https://www.online.citibank.pl/polish/services/Bezpieczenstwo.htm> website the information about the rules of correct and safe use of the electronic banking services and of online payments.
9. The Bank communicates the current information about the rules of correct and safe use of the electronic banking services and of online payments as well as warnings about the major threats arising in connection with the use of online or mobile banking via the messages in the Citibank Online service made available following the logon and on the website specified in subpara. 8. The Bank may additionally inform the Customer about communication of material information to Citibank Online by sending a message to the Customer's Primary Electronic Mail Address.

#### **Para. 25. STATEMENTS AND CORRESPONDENCE**

1. Subject to the provisions of the Terms and Conditions or the Agreement to the contrary, all notices served under these Terms and Conditions shall be sent by letter to the last correspondence address indicated by the Customer or via email to the Primary Electronic Mail Address. A notice shall be deemed served when it reaches the Customer in a manner enabling the Customer to learn its contents.
2. The Bank shall communicate the information about the movements in the Account's balance and the Account's balance in the form of a monthly Statement made available via Citibank Online (except for Citi Mobile).
3. The Bank shall make the Statement in the electronic format available via Citibank Online (except for Citi Mobile) without notification or with the Customer's consent and notification sent to the Customer's Primary Electronic Mail Address.

4. For a Joint Account, a Statement shall be sent or made available to the first Joint Holder indicated in the Agreement. In the event of death of the first Joint Holder indicated in the Agreement, bank correspondence, including the monthly Account Statement, shall be sent to the address of the next Joint Account Holder indicated in the Agreement.
5. Account balance information shall be available at the Branches, via CitiPhone and Citibank Online as well as in the Bank's ATMs.
6. On the motion of the Customer who receives the Statement in the electronic format, the Bank shall send an additional hardcopy Statement to the last correspondence address provided by the Customer.
7. The fees charged in consideration of the hardcopy Statements are defined in the TFC. The fee in consideration of a hardcopy Statement shall be collected on the Business Day following the day of its generation by the Bank.
8. The Bank undertakes to make the Statement in the electronic format available in Citibank Online on the second Business Day after the day of its generation, at the latest. The Bank shall inform the Customer electronically that a Statement in the electronic format has been made available on the second Business Day after the date of its generation, at the latest, unless the Customer has previously renounced from receiving the notifications.

## **Section VII. OVERDRAFT**

### **Para. 26. OVERDRAFT**

1. On the Customer's motion, the Bank may sign an Overdraft Agreement (Overdraft Agreement) with the Customer and award the Customer an overdraft limit (Limit) in the PLN Personal Account. An Overdraft Agreement may be signed for a Personal Account which is maintained for no more than two Joint Holders. In the case of an account maintained for two Joint Holders, the Overdraft Agreement shall be signed by both Joint Holders who are jointly and severally liable to the Bank for any liabilities.
2. Only one Overdraft Limit may be awarded per Personal Account. The Bank shall charge a fee in the amount defined in the TFC in consideration of the Limit awarded to the Customer.
3. The interest rate charged on the awarded Limit is defined in the Overdraft Agreement and in the Interest Rate Table and depends on the amount of the awarded Limit and type of the Personal Account.
4. The Customer who has been awarded the Limit shall be obliged to regularly transfer his or her income on a monthly basis to the Personal Account during each settlement period defined in accordance with subpara. 10; the type and amount of such transfers shall be as stipulated in the Overdraft Application. Where the amount of the transfers declared has not been defined in the Overdraft Agreement or Overdraft Application, the Customer shall be obliged to ensure regular monthly deposits amounting, as a minimum, to PLN 1,000. Where the amount of interest and fees charged during the settlement period in question exceeds the amount the Customer is obliged to regularly deposit in the Personal Account, the Customer shall deposit in the Personal Account the declared amount plus the interest and fees charged, as a minimum. Where the Customer's income is not deposited in the Personal Account, the Bank reserves the right to send reminders to the Customer and to take debt collection measures with respect to the Customer. The Bank or the entities authorized to act on behalf of the Bank may take the following measures with regard to the Customer: letters of reminder, phone reminders and other measures taken outside the Bank's premises.
5. The awarded Limit enables the Customer to contract debt from the Bank when the Customer's withdrawals or transfers are not covered by the positive balance of the Customer's PLN Personal Account.
6. In the case of an outstanding Limit, each deposit made into the Personal Account shall be allocated towards repayment of the used Limit and shall enable the Customer to contract debt again up to the amount of the unused Limit.
7. The Bank reserves the following order of allocation of monthly transfers to the Personal Account towards the amounts due to the Bank in connection with the used Limit:
  - a) Fees and commissions due;
  - b) Interest due on the used Limit; and
  - c) Awarded Limit.
8. The Customer shall be obliged to control the balance of his or her debt towards the Bank and settle the liabilities arising from the Overdraft in a timely manner.
9. The Customer may not exceed the amount of the awarded Limit. Where the awarded Limit is exceeded, the Customer shall immediately repay the excess amount together with interest.
10. The Bank shall calculate interest on the amount of the Limit used per calendar day on which debt exists in the amount of 1/365th of the annual interest rate and 1/366th of the annual interest rate for a leap year, counting from the day on which debt is contracted until the day preceding the repayment date. No interest shall be accrued where the total number of the calendar days during which the Customer used the Limit in a given settlement period does not exceed seven (7) calendar days. Where the number of the calendar days during which the Customer used the Limit exceeds seven (7) days, interest shall be accrued for the entire period during which the Customer used the Limit in a given settlement period. The interest accrued for the settlement period in question shall be shown in the forthcoming Personal Account Statement and shall become due as of the Statement's issue date. Transactions posted retroactively after the lapse of a given settlement period shall not change retroactively the number of the days during which the Customer used the Limit during the closed settlement period but shall be shown in the Statement in the following settlement period.
11. The interest, fees and commissions accrued shall be debited to the Personal Account for which the Limit has been awarded. They shall reduce the available Limit if there are no funds in the Personal Account to cover them.
12. The interest charged on the Overdraft shall be calculated at a variable rate.
13. The Bank shall be authorized to amend the TFC by raising fees and commissions or introducing new fees or commissions applicable to the Overdraft Agreement in the event of:
  - a) Introduction of new services, to the extent ensuring due performance of the Overdraft Agreement, not prejudicial to Customer interests and not contributing to higher financial charges to the Customer under the Overdraft Agreement if the new service is not purchased;
  - b) Change in the scope or form of the services provided so far under the Overdraft Agreement to the extent ensuring due performance of the Overdraft Agreement and not prejudicial to Customer's interests;
  - c) Increase in the actual costs incurred by the Bank, i.e.
    - Costs arising from issuance of new or amendment of the existing recommendations, directives or decisions of the entities overseeing the Bank's operations contributing to the increased costs incurred by the Bank in connection with provision of services under the Overdraft Agreement;
    - Costs arising from issuance of new or amendment of generally applicable laws or guidelines of the regulatory bodies governing performance of the Overdraft Agreement contributing to the increased costs incurred by the Bank in connection with provision of services under the Overdraft Agreement; and

- Actual costs incurred by the Bank in connection with provision of services under the Overdraft Agreement or higher labor-intensity of such services for which a fee or a commission is charged; provided that a change of any TFC item in such case cannot be higher than 200% in comparison to the previous rate or represent more than 200% of the cost increase;
- d) Inflation (increase in the Consumer Price Index) of at least 0.25% year-on-year, published for the previous calendar month by the Central Statistical Office, provided that the change in any TFC item in such case cannot be higher than 200% compared to the previous amount.

The Bank shall be authorized to waive or reduce the fees or commissions specified in the TFC.

The TFC shall be amended on a quarterly basis at most, provided that in the case of the changes arising from Items a), b), c) and d) above, the change notification cannot be made later than six (6) months after the event.

14. The 200% change limit in relation to the previous amount, as referred to in the individual items of para. 16, shall not apply to the situations where new items are added to the TFC or when the previous rate amounted to PLN 0.
15. On the Customer's motion, the Bank may change the awarded Limit. Such a change may involve an increase or decrease in the Limit agreed previously between the Bank and the Customer. A change of the Limit may occur when the Customer possesses certain creditworthiness defined by the Bank and has monthly receipts in the Account, as required by the Bank, in the amount declared in the Overdraft application. The Bank shall change the Limit on the basis of an understanding forming an annex to the Agreement between the Bank and the Customer (hereinafter the "Understanding"). The Bank shall charge a fee in consideration of a change of the Limit as defined in the TFC. Where the interest rate of the awarded Overdraft is dependent on the amount of the Limit and the Customer applies for a change of the Limit, the interest rate of the Overdraft shall be changed to the interest rate indicated in the current Interest Rate Table for a given type of the Personal Account and for a given amount of the Limit, which shall be stated in the Understanding.
16. All understandings in connection with the Overdraft Agreement must be made in writing, otherwise being null and void, with the written format understood to mean also the formats considered by law equivalent to the written format, specifically the electronic format as defined in Article 7 of the Banking Law of 29 August 1997, that is, the Bank's Telephone Banking Service or the Bank's Internet Banking Service. If the form of communication via the Telephone Banking Service is changed, the Customer shall have the right to replay the recorded telephone conversations introducing the said changes and to receive copies of such recordings.
17. The provisions referred to in subpara. 15 and 16 shall apply accordingly to the understandings entered into by the Customer and the Bank on the Bank's initiative provided that no fee is charged in consideration of a change of the Limit.
18. The Bank may, without the Customer's consent, lower the Limit if the Customer defaults on the terms of the overdraft or the Customer's creditworthiness is no longer sufficient for the agreed Limit. The Bank shall notify the Customer immediately of the lowering of the Limit.
19. The Customer may terminate the Overdraft Agreement at any time subject to a one-month period of notice. Dissolution of the Overdraft Agreement shall take effect upon the lapse of the one-month period of notice.
20. Dissolution of the Overdraft Agreement is not subject to payment of any fees to the Bank.
21. The Bank may terminate the Overdraft Agreement subject to a two-month period of notice; the Bank shall indicate the reason for termination where it occurs for the following reasons:
  - a) the Customer's default on the obligations arising from the terms of granting of the credit as defined in the Agreement; or
  - b) a negative assessment of the Customer's creditworthiness.
22. The notice of termination of the Overdraft Agreement shall be given by the Bank to the Customer in the form of a statement of termination of the Overdraft Agreement, sent to the last correspondence address indicated by the Customer.
23. Termination of the Agreement shall be tantamount to termination of the Overdraft Agreement. The Overdraft Agreement shall be terminated not later than on the day of dissolution or expiration of the Agreement, within the meaning of these Terms and Conditions.
24. In the event of death of one of the Joint Holders, the Overdraft Agreement shall expire. If the surviving Joint Holder wishes to keep the Overdraft, he or she shall be obliged to submit an Overdraft application and the Bank shall decide whether or not to award the Overdraft on the basis of assessment of the surviving Joint Holder's creditworthiness.
25. If the Customer holding an Overdraft converts an individual Deposit Product Agreement to a Joint Deposit Product Agreement or in the case of conversion of a Joint Deposit Product Agreement to an individual Deposit Product Agreement, the Overdraft Agreement shall expire. If the Joint Holders or the Customer remaining the sole Joint Holder are/is interested in securing an Overdraft, they are required to submit an Overdraft application and the Bank shall decide whether or not to award the Overdraft based on assessment of their creditworthiness.
26. The Bank reserves the right to make a one-time change of the date of issue of the Statements for the Personal Account to the first day of a month for the Customers who hold an Overdraft and have the Statement issue date set on a day other than the first day of a month.
27. The Bank shall immediately notify the Customer of each amendment to the TFC and the Terms and Conditions applicable to the Overdraft, not later than two (2) months ahead of the proposed effective date of such amendment. The Bank shall immediately send the amended TFC and the full wording of the Terms and Conditions to the last correspondence address indicated by the Customer. In such case, the Customer shall have the right to dissolve the Overdraft Agreement without notice, provided that the Customer's will to that effect was communicated to the Bank before the amendments became effective or the Customer objected to those amendments, and the objection shall be treated as termination of the Overdraft Agreement by the Customer, pursuant to Para. 24 subpara. 19. The date of dissolution of the Overdraft Agreement shall be deemed the last day of the notice period or the day preceding the effective date of proposed amendments, whichever occurs first. If the Customer does not terminate the Overdraft Agreement in the manner specified above, it is deemed that the Customer agrees to application of the new provisions of the Overdraft Agreement.
28. Article 131 para. 1 item 2 letter b), Article 131 para. 2, Article 131 para. 3 and Article 131 para. 3a of the Act on the Obligation to Defend the Republic of Poland of 21 November 1967 shall not apply to the Overdraft Agreement.
31. The Bank advises that it shall contact the Customer holding the Limit over the phone, via SMS or email in the matters related to performance of the provisions of the Agreement at the Primary Mobile Telephone Number or Primary Electronic Mail Address indicated to the Bank by the Customer.

## **Section VIII. MISCELLANEOUS AND FINAL PROVISIONS**

### **Para. 27. THE "BENEFITS AND PRIVILEGES" PLAN**

1. The Bank may issue to the Customer an identification card for the "Benefits and Privileges" plan which enables the Customer to make use of the services and privileges described at [www.citihandlowy.pl](http://www.citihandlowy.pl) ("Benefits and Privileges Card").
2. The rules of issue of the Benefits and Privileges Card and its use are available at [www.citihandlowy.pl](http://www.citihandlowy.pl). The Bank may provide the Customers, to whom it issued the Benefits and Privileges Card, with the up-to-date information about the services and privileges to which they are entitled.
3. The amount of the fees payable in consideration of the services and privileges offered against payment has been defined in the TFC.

#### **Para. 28. AGREEMENT TERMINATION**

1. Each Customer may dissolve the Agreement subject to a one-month period of notice by:
  - a) Submitting a written notice of termination of the Agreement at a Bank's Branch;
  - b) Sending to the Bank's registered address a written notice of termination; where doubts arise as to authenticity of the notice submitted, the Bank reserves the right to confirm it by phone;
  - c) Submitting a notice of termination via CitiPhone after the Customer's identity has been verified; or
  - d) Submitting a notice of termination via Citibank Online (except for Citi Mobile).
2. During the notice period, the Bank shall execute the Customer's instructions and perform Account settlements.
3. The Bank shall have the right to terminate the Agreement subject to a two months' notice for valid reasons only, in the following cases:
  - a) Where no operations have been performed involving the Account except for the periodic accrual of the interest and debiting of the fees or commissions over a period of six (6) consecutive months;
  - b) Where the Customer fails to pay in full the fees or commissions due to the Bank whose amount is set forth in the TFC over a minimum period of three (3) consecutive months; or
  - c) Performance of the Agreement by the Customer in a manner that only serves to reduce functionality of the communication channel in question by deliberately reducing availability of or overloading the channel in question.
4. Where valid reasons concern only one of the Accounts maintained under the Deposit Product Agreement, the Bank's right to terminate the Agreement shall be limited to deactivation of the Account in question together with the associated products and services.
5. The Bank shall deliver the notice of termination to the Customer in the form of a written notice of termination of the Agreement to the last correspondence address indicated by the Customer.
6. The Agreement may also be dissolved by the parties' mutual agreement without notice.
7. Upon dissolution of the Agreement, all the Bank's claims against the Customer under the Agreement arising from the events that occurred prior to dissolution of the Agreement shall become immediately due and payable.
8. Where the Customer only holds a Personal Account, termination of the Agreement shall be tantamount to termination of the Citicard Agreement or deactivation of that service pursuant to the Deposit Product Agreement. That shall not apply to the cases where another Personal Account is maintained for the Customer under a separate Agreement.
9. Where the Customer holds a Personal Account as well as a Savings Account, termination of the Personal Account Agreement or deactivation of the Personal Account pursuant to the Deposit Product Agreement shall be tantamount to termination of the Citicard Agreement. In such a case, the Bank shall issue an Identification Card to the Customer pursuant to para. 19 subpara. 3.
10. Where the Agreement is dissolved, the Customer shall be obliged to destroy the Citicard/Identification Card permanently in a manner preventing its use or return it. If any funds are accumulated in the Account, the Customer shall submit the instruction to transfer such funds and provide the necessary information as per the Payment Order Submission Instructions. The funds accumulated in the Account may also be withdrawn by the Customer at the Bank's Branch.
11. Dissolution of the Agreement shall not result in any fees becoming payable to the Bank.
12. Termination of the Agreement shall be tantamount to termination of the Overdraft Agreement.
13. The provisions of this paragraph shall be without prejudice to para. 2 subpara. 16 to 24 of these Terms and Conditions.

#### **Para. 29. FEES AND COMMISSIONS (FEES)**

1. In consideration of the services provided in connection with the Account's maintenance, the Bank shall charge the Fees set forth in the current TFC for the type of the Account in question.
2. Where the crediting of the salary to the Account is designated as the criterion of eligibility for the exemption from or lowering of the Fee envisaged in the TFC, it shall be understood to mean the crediting of the salary payable under an employment contract and of the other work-related benefits or pecuniary performance under the pension or disability insurance.
3. Where the sum of the amounts credited to the Account is designated as the criterion of eligibility for the exemption from or lowering of the Fee envisaged in the TFC, this shall be understood to preclude the amounts credited to the Account as a result of a release of the Deposits and on account of the loan granted at the Bank.
4. The information about the method of calculation of the average monthly balance in all accounts at the Bank shall be displayed on [www.citibank.pl](http://www.citibank.pl) website.
5. The monthly fee in consideration of maintenance of the Account shall be collected during the calendar month following the month in which the service was provided. Where the Customer holds more than one Personal Account or Savings Account, a single Fee shall be charged provided that the Customer is the first Joint Holder (Customer No. 1 in the Agreement) of these accounts. The first Account maintenance fee shall be collected for the third full calendar month following the opening of the Account in the case of a Citigold and Citigold Private Client Account or for the second full calendar month after the opening of the Account in the remaining cases.
6. The monthly fee in consideration of maintenance of the Currency Sub-Account shall be charged starting from the first full calendar month following its opening and shall be collected during the calendar month following the month in which the service was provided. The fee shall be collected for every Currency Sub-Account.
7. The Citicard monthly fee shall be collected for each Citicard issued throughout the term of the Citicard Agreement. The Citicard monthly fee shall be charged in the Account until the end of the following calendar month.
8. The Bank shall make the 24-hour CitiPhone service available to Customers. A Fee shall be charged in consideration of the 24-hour CitiPhone service on the first Business Day following the month in which the service was made available and, in the absence of the funds in the Account, by the end of the following calendar month. The Customer may renounce from CitiPhone service access at the Bank's Branch, via CitiPhone or Citibank Online (except for Citi Mobile).
9. For some operations specified in the TFC, the Fees are settled through charging of a single Subscription Fee in consideration of an unlimited number of operations during a calendar month or through charging of the Fees in consideration of individual operations. The Subscription Fee is charged on the first Business Day following the month to which it refers. The Customer can renounce at any time from the settlement consisting in charging of a single Subscription Fee and opt for the charging of the Fee per operation. The Customer can once again opt for the charging of a single Subscription Fee at any time. The Customer may select the method of settlement at a Branch, via CitiPhone or Citibank Online (except for Citi Mobile and Citi Handlowy for iPad).
10. The remaining due Fees are charged against the Account on an ongoing basis. If there are no sufficient funds on the Account, the Bank shall collect the due Fee once the sufficient funds have been credited to the Account.
11. If the Fee is charged to a Foreign Currency Sub-Account, the Bank shall use the selling exchange rate in effect at the moment of posting the fee to convert the Fee to the Sub-Account currency. The above exchange rates are available on the Bank website ([www.citihandlowy.pl](http://www.citihandlowy.pl)), via CitiPhone or at Branches.

12. The Bank shall be authorized to amend the TFC, increasing the Fees or introducing new Fees, in the following cases:
  - a) Introduction of new services, to the extent ensuring due performance of the Agreement, not prejudicial to the Customer's interests and not contributing to the Customer's increased financial charges under the Agreement if the new service is not purchased;
  - b) Change in the scope or form of services provided so far under the Agreement, to the extent ensuring due performance of the Agreement and not prejudicial to the Customer's interests;
  - c) Increase in the actual costs incurred by the Bank, i.e.
    - (i) costs arising from the issuance of new or amendment of existing recommendations, directives or decisions of the entities overseeing the Bank's operations that contribute to the increased costs being incurred by the Bank in connection with provision of services under the Agreement;
    - (ii) costs related to the issuance of new or amendment of the existing applicable laws and regulations or supervisory authorities' guidelines, applying to the performance of the Agreement that contribute to an increase in the costs borne by the Bank in connection with provision of the services under the Agreement;
    - (iii) actual costs incurred by the Bank in connection with provision of services under the Agreement or higher labor-intensity of such services in consideration of which the Fee is being charged; provided that no change of any TFC item in such case is higher than 200% in comparison to the previous rate or represents more than 200% of the cost increase;
  - d) inflation (increase in the Consumer Price Index) of at least 0.25% year-on-year, published for the previous calendar month by the Central Statistical Office, provided that no change in any TFC item in such case is higher than 200% compared to the previous amount. The Bank shall be authorized to waive or reduce the Fees specified in the TFC. The TFC shall be amended on a quarterly basis at most, provided that in the case of the changes arising from letters a), b), c) and d) above, the change notification cannot be made later than six (6) months after the event.
13. The 200% change limit in relation to the previous amount, as referred to in the individual items of para. 7, shall not apply to the situations where new items are added to the TFC or when the previous rate amounted to PLN 0.
14. In the case of amendments to the TFC, the Bank informs the Customer about the amendments according to rules set forth in the Terms and Conditions, provided that the said amendments to the TFC apply to the Customer's Account type.
15. When the Customer is the Recipient of a payment transaction, the Bank makes available to the Customer the amount of payment transaction, less the Fees specified in the TFC. In such case, the Bank informs the Customer in the Statement of the full amount of the payment transaction and of the Fees charged.

### **Para. 30. INTEREST AND INTEREST RATE TABLE**

1. The funds accumulated in the Account, except for the Regular Saver Account, and the overdraft within the framework of the Limit referred to in Para. 26 shall bear interest at a variable rate.
  2. The Bank may define in the Interest Rate Table the amount of the funds accumulated in the Accounts above which they bear or do not bear interest.
  3. Interest in the Account shall be accrued for the actual number of days in the amount of:
    - a) 1/365th of annual interest (also during leap years) for the Accounts in PLN or in pound sterling (GBP); and
    - b) 1/360th of annual interest (also during leap years) for the Accounts in US dollars (USD), euro (EUR) or Swiss francs (CHF) for each day, beginning on the deposit date, where this is a Business Day, or on the next Business Day, until the day preceding the withdrawal; and shall be added to the Account on a monthly basis at the end of each calendar month, subject to the provisions of subpara. 10 and 14 below.
  4. For the Deposits opened for the terms shorter than one year, the actual number of days in a month shall be deemed to constitute one month.
  5. The interest on a Deposit shall be accrued in the amount of:
    - a) 1/365th of annual interest (also during leap years) for the Deposits in PLN or in pound sterling (GBP); and
    - b) 1/360th of annual interest (also during leap years) for the Deposits in US dollars (USD), euro (EUR) or Swiss francs (CHF) for each day from the deposit date until the penultimate day of the Term of the Deposit; and shall be added to the balance of the Deposit or the Personal Account on the last day of the Term of the Deposit unless the terms and conditions of the Deposit stipulate otherwise.
  6. The interest rate on the Deposits shall be determined according to the fixed interest rate in force at the Bank on the first day of the Term of a Deposit.
  7. A fixed interest rate shall not change during the Term of a Deposit.
  8. For the SuperSavings Account, interest shall not be accrued for the month during which the Customer executes any transactions debited to the SuperSavings Account.
  9. The Bank shall be authorized to change the interest rate specified in the Interest Rate Table within four (4) months of the change of at least one of the parameters published below, on the following principles:
    - 1) For the accounts maintained in PLN:
      - a) In the case of a decrease in any of the following rates: the reference rate, the lombard rate or the deposit rate set by the Monetary Policy Council and published by the National Bank of Poland by at least 0.10 percentage point, the Bank shall be authorized to lower the interest rate in the Account by a value in the range from 0.05 percentage point to 3 percentage points;
      - b) In the case of consumer price inflation (increase in prices of consumer goods and services) at the minimum level of 0.25% year-on-year, published for the preceding calendar month by the Central Statistical Office, the Bank shall be authorized to lower the interest rate in the Account by a value in the range from 0.05 percentage point to 3 percentage points; and
      - c) In the case of a decrease in any of the following parameters: interest rate charged on one-month loans in the Polish interbank market (1M WIBOR) or interest rate paid on one-month deposits in the Polish interbank market (1M WIBID), published in the Reuters news service and determined as an average for the full calendar month, by at least 0.01 percentage point, the Bank shall be authorized to lower the interest rate in the Account by a value in the range from 0.05 percentage point to 3 percentage points;
    - 2) For the accounts maintained in convertible currencies:
      - a) In the case of a decrease in any of the following parameters: interest rate charged on one-month loans in the London interbank market (1M LIBOR), interest rate charged on one-month loans in the Eurozone (1M EURIBOR), interest rate paid on one-month deposits in the London interbank market (1M LIBID), interest rate paid on one-month deposits in the Eurozone (1M EURIBID), determined as an average for the full calendar month, by at least 0.001 percentage point, the Bank shall be authorized to lower the interest rate in the Account by a value in the range from 0.01 percentage point to 3 percentage points.
- The Bank shall be authorized to increase the interest rate in the Account specified in the Interest Rate Table. The interest rates may be changed without prior notice provided that they are more advantageous to the Customers.
10. The funds accumulated in the Regular Saver Account shall bear interest at:
    - a) Baseline interest rate accrued on a monthly basis and added to the Regular Saver Account balance once a month, at the end of each calendar month; or

- b) Bonus interest rate accrued for the month during which the minimum deposit amount conditions are fulfilled in accordance with the Interest Rate Table and conditions concerning maintenance, on each day of a month, of the balance of the baseline amount and the amount transferred to the Personal Account on the first Business Day following expiration of the Maintenance Period of the Regular Saver Account.
11. Where a Regular Saver Account is terminated before the expiration of the Maintenance Period, no bonus interest shall be paid.
  12. The interest on the Regular Saver Account shall be accrued in the amount of:
    - a) 1/365th of annual interest (also during leap years) for Regular Saver Accounts in PLN or in pound sterling (GBP); or
    - b) 1/360th of annual interest (also during leap years) for the Regular Saver Accounts in US dollars (USD) or euro (EUR) for each day after the deposit date.
  13. The interest rate on the Regular Saver Account shall be determined according to the fixed interest rate in force at the Bank on the day of opening of the Regular Saver Account.
  14. The funds accumulated in the Savings Account maintained in PLN shall bear interest at the baseline interest rate, with the interest payable on the last Business Day of a calendar month. The Bank may offer premium, maximum or other additional interest rate, subject to publication of its calculation mechanism in the Interest Rate Table.

#### **Para. 31. PROCEDURE IN CASE OF CUSTOMER'S DEATH**

1. In the event of the Customer's death, the Agreement shall expire at the time of the Customer's death and, to the extent in which the provisions of the bank account agreement apply to the Agreement, the Agreement shall be dissolved on the day of the Customer's death consistently with the provisions of Article 59a of the Banking Law act. This provision shall apply with due account taken of the exceptions specified in Para. 4 subpara. 11 and 12 and in Para. 5 subpara. 2.
2. Upon becoming aware of the Customer's death, the Bank shall discontinue cash settlements involving the Account unless the duty to perform such settlements arises under the applicable laws and regulations.
3. In the event of the Customer's death, the Bank shall perform the following operations using the funds accumulated in the Account pursuant to applicable laws:
  - a) Execute the Customer's Instruction in Case of Death;
  - b) Reimburse the amount expensed with respect to the Customer's funeral;
  - c) Disburse the amounts due to the institutions which made deposits into the Account arising from insurance or social security payments or remuneration received by retired persons, following the Customer's death; and
  - d) Disburse the amounts due to the eligible heirs on the principles defined by law.
 The above provisions shall not apply to the Accounts maintained for more than one Customer.
4. The amount expensed with respect to the Customer's funeral, the sum being no greater than the cost of the funerals held in accordance with the accepted customs in a given community shall be paid to the person who submits:
  - a) The Customer's abbreviated death certificate; and
  - b) The bills stating the amount of the expenses incurred, made out to the person requesting the payment.

#### **Para. 32. INSTRUCTIONS IN CASE OF DEATH**

1. Within the limits stipulated by the Banking Act, the Customer may submit an instruction concerning the funds accumulated in the Account in the event of his or her death (Instruction in Case of Death).
2. An Instruction in Case of Death must be drafted in writing and may be submitted for the benefit of one or more persons designated by the Customer: the spouse, ascendants, descendants or siblings. The Instruction in Case of Death can be amended or revoked in writing by the Customer at any time. The Instruction in Case of Death cannot be submitted where the Account has more than one holder.
3. The amount of the disbursement executed on the basis of the Instruction in Case of Death shall not exceed, regardless of the number of the instructions submitted, twenty times the average monthly salary in the enterprise sector, net of profit distributions, as published by the President of the Central Statistical Office for the last month before the Account holder's death.
4. If the Customer has issued more than one Instruction on Disposal of Account Savings in Case of Death and the aggregate amount of the instructions exceeds the limit referred to above, any instruction issued at a later date shall have priority over the instruction issued at an earlier date. The persons to whom, based on an Instruction on Disposal of Account Savings in Case of Death, any amounts have been disbursed in breach of that rule shall be obliged to return the same to the heirs of the deceased holder of the Account.
5. No amount disbursed on the basis of the Instruction in Case of Death shall be part of the Account holder's estate.
6. Upon becoming aware of the death of a Customer who has issued an Instruction in Case of Death, the Bank shall promptly notify the persons designated by the Customer of the possibility of disbursement of a specific amount.
7. The persons designated in the Instruction in Case of Death referred to in subpara. 2 shall be authorized to withdraw the amounts allocated to them without the need to conduct inheritance proceedings, after submission of the Customer's abbreviated death certificate and other documents required under the applicable laws.
8. The Customer shall be obliged to transmit to the Bank and, as needed, update the information about the places and addresses of residence of the persons designated in the Instruction in Case of Death.
9. Where there is no Instruction in Case of Death, the funds accumulated in the Account shall be disbursed to the eligible persons after the original documents confirming their right to such funds have been submitted and verified by the Bank.

#### **Para. 33. COMPLAINTS**

1. All Customer complaints concerning operation of the Account, CitiPhone, Bank's Branches, CitiAlerts and Citibank Online as well as other products and services offered by the Bank shall be accepted:
  - a) in writing - lodged in person at the Bank's Branch during the Branch's office hours or sent to the following address: Citi Handlowy, Departament Obsługi Reklamacji i Zapytań Klientów, ul. Golezowska 6, 01-249 Warszawa
  - b) verbally - by phone or in person for the record during the Customer's visit to the Bank's Branch;
  - c) electronically - to the Bank's e-mail address through Citibank Online after logging in via the "Contact with the bank" tab and on the [www.citibank.pl](http://www.citibank.pl) website using the complaint form.
2. The current contact details enabling the lodging of complaints are available on the Bank's website ([www.citibank.pl](http://www.citibank.pl)).
3. The Bank informs that:
  - a) its activities are subject to the supervision of the Polish Financial Supervision Authority;
  - b) the Customer has the right to ask the Financial Ombudsman for assistance; and
  - c) the President of the Competition and Consumer Protection Office (UOKiK) is competent for all matters regarding protection of consumers' rights.
3. At the Customer's request, the Bank shall confirm the receipt of a complaint in writing or otherwise as may be agreed upon with the Customer.

4. The Customer may file a complaint via an attorney who holds a power of attorney granted in writing with a notarized signature or in the presence of a notary public or by the Customer at the Bank's Branch in writing in the presence of the Bank's employee.
5. Submitting a complaint as soon as the Customer raises his or her objections will facilitate and accelerate its thorough examination by the Bank unless the time of submission of the complaint does not affect the handling of the complaint.
6. The Bank may request the Customer to provide supporting information and documents if these are required to examine the complaint.
7. To be processed swiftly and effectively, a complaint should comprise the Customer's name and surname, PESEL number or ID number, description of the incident concerned, specification of the alleged deficiencies and the surname of the employee who provided service to the Customer (or the circumstances permitting their identification), and where damage has been suffered, express statement of the Customer's claim on account of the identified irregularities and the Customer's signature consistent with the specimen signature filed with the Bank.
8. The decision concerning the complaint shall be communicated to the Customer without undue delay, however no later than within 30 days of the date of receipt of the complaint by the Bank.
9. In particularly complex cases that prevent the processing of and responding to the complaint within the time limit referred to in subpara. 9 above, the Bank shall provide the following information to the Customer:
  - a) an explanation of the reason for the delay;
  - b) a description of the circumstances that must be established for the matter to be processed; and
  - c) the expected date of the processing of the complaint and provision of a response to the complaint that shall not exceed 60 days from the receipt of the complaint.
10. The Bank may respond to the submitted complaint in the following manner:
  - a) on paper to the Customer's correspondence address;
  - b) using any other durable medium; or
  - c) at the Customer's request - via e-mail to the Customer's Primary Electronic Mail Address provided to the Bank.
12. Any disputes between the Customer and the Bank may be settled out of court, at the Customer's request, pursuant to the regulations of the Banking Consumer Arbitration procedure by the Banking Ombudsman affiliated with the Polish Bank Association, and by the Financial Ombudsman on the terms set forth in the Act of 5 August 2015 on the Handling of Complaints by Financial Market Participants and on the Financial Ombudsman, and before the arbitration court by the Polish Financial Supervision Authority, pursuant to its regulations.

#### **Para. 34. BANK GUARANTEE FUND**

1. Pursuant to the Act on the Bank Guarantee Fund of 14 December 1994 (BGF Act), the Bank is an undertaking covered by the mandatory guarantee scheme for the amounts accumulated in bank accounts or arising from claims confirmed by documents issued by the Bank in accordance with the following principles:
  - a) The purpose of the mandatory fund guarantee scheme is to ensure that the guaranteed amounts are paid to the depositors up to the amount set forth in the BGF Act, if not available at the Bank;
  - b) BGF guarantees cover funds accumulated at the Bank by the depositor in accounts registered under his or her name and the amounts due to the depositor arising from other banking activities, in the Polish currency or in foreign currencies, as at the date of suspension of the Bank's operations, as confirmed by the documents bearing the depositor's name issued by the Bank, plus the interest due accrued until the date on which the condition triggering the guarantee is met - up to the amount set forth in the Act as well as the amounts referred to in Article 55 para. 1 and Article 56 para. 1 of the Banking Act, provided that they have become due and payable before the day on which the Bank's operations are suspended - up to the amount set forth in the Act, excluding the securities other than those concerning solely the claims to money and the funds with regard to which a valid court judgment was handed stating that they constituted proceeds from the crime referred to in Article 299 of the Criminal Code;
  - c) BGF guarantees do not cover deposits (claims against the Bank) arising from the following:
    - Banking activities not confirmed by documents bearing the depositor's name issued by the Bank; and
    - Activities other than banking activities.
 The claims against an undertaking that is not covered by the guarantee scheme shall not be covered by BGF guarantees where the Bank acts as an intermediary in concluding an agreement with that undertaking;
  - d) Maximum guaranteed amount - in the case of the Bank's bankruptcy, BGF shall pay out the guaranteed amounts up to the statutory limits; currently, the full amount of deposits up to the PLN equivalent of EUR 100,000 is guaranteed irrespective of the currency in which the deposit is denominated; the guaranteed amounts are disbursed in PLN following conversion of foreign currency deposits at the NBP exchange rate as at the bankruptcy date;
  - e) The portion of deposits not covered by BGF guarantees (above EUR 100,000) constitutes the depositor's claim against the Bank's bankruptcy estate and may be recovered as a result of distribution of the assets of the bankrupt Bank during bankruptcy proceedings. Where the bankrupt Bank is acquired by another bank, the new owner shall assume its liabilities to customers;
  - f) A depositor considered eligible to receive a monetary performance under the BGF Act may be a natural person, legal person or an unincorporated organizational unit provided that they have legal capacity, which are parties to an agreement concerning a bank account registered in their name or hold claims against the Bank arising from banking activities that are confirmed by the documents bearing their name issued by the Bank;
  - g) The following claims are not covered by BGF guarantees: Claims of the State Treasury and financial institutions such as domestic and foreign banks and credit institutions, brokerage houses, pension funds, investment funds, undertakings that provide insurance services, organizational units which are not permitted to draw up simplified balance sheets and profit and loss accounts pursuant to the Accounting Act, except for local and regional government authorities, the Bank's management and its major shareholders (who hold at least 5% of the Bank's shares).
2. As a public company, the Bank is obliged to publish quarterly financial statements that are made public by the Polish Financial Supervision Authority and can also be found on the [www.citihandlowy.pl](http://www.citihandlowy.pl) website.

#### **Para. 33. MISCELLANEOUS PROVISIONS**

1. To the extent permitted under the applicable laws, the Bank may offset its claims on the Customer arising from the Agreement, TFC, Interest Rate Table or other agreements concluded by the Customer with the Bank against the Customer's claims on the Bank.
2. A Customer shall be obliged to provide correct and complete data required to ensure due performance of an instruction or order by the Bank.
3. The Customer shall notify the Bank of any changes to the Personal Data submitted to the Bank. Any changes to the Personal Data shall be immediately notified at a Branch, via CitiPhone or Citibank Online (except for Citi Mobile and Citi Handlowy for iPad) within the scope allowed for those services.
4. The Customer shall immediately notify the Bank of the filing of a petition for bankruptcy or issuance of a decision declaring the Customer bankrupt.
5. The Bank reserves the right to refuse to set up a post box address or an address of the Bank's Branch as a correspondence address.
6. The Bank reserves the right to communicate with the Customer by phone.

7. All phone conversations with Bank representatives may be recorded using electromagnetic media and may serve as evidence.
8. The Bank reserves the right to contact the Customer by phone, text message, e-mail or electronic message available within the framework of Citibank Online, in particular with respect to problems arising in connection with executing the Customer's instruction, security issues concerning the Customer's funds or the handling of complaints.
9. The Customer shall verify the balance of funds in his or her Account and where discrepancies are found, he or she shall notify the Bank immediately via CitiPhone or at Bank Branches.
10. The Customer shall inform the Bank that he or she receives a retirement or disability pension from abroad on the date on which the first transfer related to such a pension is received at the latest.
11. In order to ensure safety of the funds in the Personal Account or Savings Account, the Bank reserves the right to refuse execution of any of the Customer's instructions where no debit transactions have been recorded in the Account for 360 consecutive days, with the exception of the Bank adding the interest accrued to the amount of the funds in the Account or collecting the fees and commissions. The Bank shall enable access to the Personal Account or Savings Account and the execution of transactions after the Customer's identity has been verified at Branches or via CitiPhone.
12. The Bank reserves the right to restrict the Customer's ability to dispose of the assets accumulated at the Bank by:
  - a) Withholding a transaction;
  - b) Blocking an account; or
  - c) Freezing the Customer's assets;
 in the cases provided for by applicable laws, according to the procedure and rules set forth in the Prevention of Money Laundering and Terrorism Financing Act of 16 November 2000 and in the Banking Act of 29 August 1997.
13. The funds to which access has been restricted pursuant to subpara. 11 above shall bear interest consistently with the provisions of para. 30.
14. For safety reasons, the Bank may establish daily limits on the value, in particular, of:
  - a) Transactions made via Citibank Online;
  - b) Transactions made in ATMs;
  - c) Online transactions made without the Debit Card being physically present provided that the issued Debit Card offers such functionality;
  - d) Non-cash transactions executed with intermediation of the Merchants; or
  - e) Contactless Transactions provided that the issued Citicard offers such functionality.
 Daily transaction limits are set forth in the TFC. The Bank may also change daily transaction limits upon the Customer's request in justified cases.
15. The Bank shall collect the taxes and other public tributes due pursuant to applicable laws.
16. The Customer undertakes not to submit any illegal content to the Bank via CitiPhone or Citibank Online.
17. Deposits and other amounts due from the Bank in any currency shall be payable exclusively at the Bank in the territory of the Republic of Poland and the obligations arising from the Agreement or other agreements concluded by the Bank and the Customer which contain references to the Terms and Conditions shall be subject to Polish law (including the Civil Code, Banking Act and Foreign Exchange Act provisions).
18. The Bank has the right to amend unilaterally the Agreement, including the Terms and Conditions, for valid reasons only, in the following cases:
  - a) Where the laws regulating the Bank's operations have been amended or new laws have been introduced or the interpretation of the said laws by competent authorities has changed to the extent applicable to the Agreement;
  - b) Where the scope or form of the services offered to the Customer under the Agreement concluded with the Customer have changed or new services have been introduced, provided that the amendment does not prejudice Customer's interests;
  - c) When adapting to the modifications made to the Bank's IT systems if such modifications affect the provision of services or products offered by the Bank and do not prejudice Customer's interests;
  - d) When adapting to the directives, recommendations or decisions issued by bank regulators or competent authorities with regard to protection of consumer rights to the extent applicable to the Agreement; or
  - e) Upon the Bank's decision to discontinue offering a given product or service.
19. In the case of amendment of the provisions of the Agreement or appendices constituting integral part thereof, if the Agreement or the Terms and Conditions do not provide otherwise, the Bank shall send the information about the amendments being introduced to the Customer in the hardcopy format or on another durable medium to the last correspondence address or to the last Primary Electronic Mail Address indicated by the Customer or via Citibank Online, not later than two months before the effective date of the new provisions. In such case, the Customer shall have the right to object to such amendments or terminate the Agreement without notice provided that the Customer's will to that effect was communicated to the Bank before the changes took effect. If the Customer does not terminate the Agreement in the manner specified above, it is deemed that the Customer agrees to application of the new provisions of the Agreement. If the Customer objects to the amendments but does not terminate the Agreement, the Agreement shall expire on the day preceding the effective date of the proposed amendments.
20. In the case of an Agreement concluded by the Bank with the Joint Holders, statements of will and knowledge, including amendments to the provisions of the Agreement or its integral attachments, Statements and other correspondence shall be addressed to the Joint Holder named as first in the Agreement.
21. The Customer shall be required to ensure free space in his/her mailbox in order to receive messages sent by the Bank as part of the service provided by electronic mail.
22. The Customer shall ensure that persons able to receive electronic mail sent to the indicated address are authorized to receive the information contained in the communications sent to that address.
23. The Bank advises that the use of electronic mail or Internet data transmission methods involves the risk of unauthorized access to transmitted data if intercepted, modification of transmitted data content, loss of confidentiality of transmitted data, delays in data delivery due to failures or insufficiency of the transmission systems or other negative effects outside of the Bank's control.
24. The right of the Customer who has concluded a Deposit Product Agreement to terminate the Agreement applies to termination of the Agreement in full or to deactivation of only some of the products and services affected by the amendment of the Agreement, Terms and Conditions, TFC or the Interest Rate Table.
25. In the case of a Payment Instruction initiated by the Customer, the Bank, unless it can prove that the account of the Recipient's service provider was credited at the dates indicated in para. 11 subpara. 19, shall be liable towards the Customer for non-execution or undue execution of the payment transaction unless:
  - a) The Customer failed to notify the Bank immediately, and in any case not later than within thirteen (13) months of the charging of his payment account, of the stated unauthorized, non-executed or unduly executed payment transactions;
  - b) The Unique Identifier provided by the Customer was incorrect; or
  - c) Such non-execution or undue execution of the payment transaction was due to operation of Force Majeure or resulted from other provisions of the law.

26. If liable pursuant to subpara 25 above, the Bank shall restore the charged payment account to a condition in which it would have been had non-execution or undue execution of the payment transaction not occurred.
27. Where the account of the Recipient's service provider was credited at the dates indicated in para. 11 subpara. 19, the Recipient's service provider shall be liable towards the Recipient for non-execution or undue execution of the payment transaction.
28. In the case of a non-executed or unduly executed payment transaction, initiated by the Customer, with the exception of a Customer-initiated payment transaction in which the Unique Identifier provided by the Customer was incorrect, the Bank, regardless of the liability incurred under the above provision, at the request of the Customer, shall take immediate measures to track the payment transaction and shall notify the Customer of their result.
29. In the case of a non-executed or unduly executed payment transaction initiated by the Customer, in which the Unique Identifier provided by the Customer was incorrect, the Bank shall take immediate measures in order to recover the amount of the payment transaction.
30. If, in the Customer's opinion, the measures taken by the Bank violate provisions of the law, the Customer shall be authorized to lodge a complaint with the municipal or district consumer ombudsman, or with the Polish Financial Supervision Authority. The details of the complaint procedure of the Polish Financial Supervision Authority can be found at the PFSA's website, [www.knf.gov.pl](http://www.knf.gov.pl).
31. The Customer may demand the Bank to refund the amount of the authorized payment transaction initiated by or through the Recipient, which had already been executed, if:
  - a) The exact amount of payment transaction was not defined at the time of authorization, and
  - b) The amount of the payment transaction is higher than the amount the Customer could have expected given the type and value of prior transactions of the Customer, provisions of the Agreement and other circumstances relevant to the case.
32. The Customer is obliged to present the circumstances which prove fulfillment of the conditions referred to in subpara. 31 above.
33. The Customer shall not be entitled to a refund of the amount of the payment transaction authorized by the Recipient, where:
  - a) The Customer has granted his or her approval for execution of the payment transaction directly to the Bank; or
  - b) The information about the upcoming payment transaction was delivered to the Customer by the Bank or the Recipient in the agreed manner at least four (4) weeks ahead of execution of the instruction or was made available to the Customer by the Bank or the Recipient in the agreed manner for a minimum period of four (4) weeks ahead of execution of the instruction.
34. The Customer may apply for the refund, referred to in subpara. 29 above, within eight (8) weeks of the date of charging of the Customer's Account.
35. The rules of the Bank's liability, set forth in subpara. 25 to 34 of this paragraph, apply to the payment transactions regulated by the Act on Payment Services.
36. Whenever the Terms and Conditions refer to the Bank's communication with the Customer using the correspondence address, email address or cell phone number, those shall be construed as the last correspondence address or Primary Electronic Mail Address or Primary Mobile Telephone Number indicated to the Bank by the Customer.
37. Any disputes arising in connection with the performance of the Agreement or any other agreement to which the Terms and Conditions apply, which have not been resolved by mutual agreement of the parties, shall be resolved by the Polish common court of competent jurisdiction and proper venue.
38. If any provision of these Terms and Conditions is declared illegal or non-binding, the validity of the remaining provisions of the Terms and Conditions shall not be affected thereby.
39. In the matters not regulated by the Agreement or another agreement which contains references to the Terms and Conditions, the Terms and Conditions and other provisions of laws applicable in the territory of the Republic of Poland, in particular the Banking Act, Act on Payment Services, the Civil Code and regulations concerning foreign exchange transactions shall apply.
40. During the term of the Agreement, the Customer shall be authorized to request at any time insight into the provisions of the Agreement and information regarding the payment account and executed payment transactions in the hardcopy format or on another durable medium.
41. In case of discrepancy between the content of the Terms and Conditions and the Agreement or another agreement to which the Terms and Conditions apply, the parties shall be bound by the provisions of the relevant agreement.
42. The Terms and Conditions have been issued by the Bank pursuant to Article 109 of the Banking Act and shall be binding upon the Bank and the Customer pursuant to the principles stipulated in Article 384 para. 1 of the Civil Code in the wording in force as at the date on which these Terms and Conditions take effect.
43. The Agreement is executed in the Polish language. The Bank reserves the right to use the wording of the Agreement in another language for information purposes. Still, the Polish language version shall always prevail. The language used for communication between the Bank and the Customer is Polish; at the Customer's request, the Bank may communicate with the Customer in another language in which it provides customer service.
44. If any Agreement uses the term "account" or "current account", this shall be construed as a specific Account type or a Foreign Currency Sub-Account within the framework of a Personal Account, depending on the context. Where any Agreement invokes a paragraph of the Terms and Conditions that does not exist or whose number has changed, the provisions of the Terms and Conditions that are closest in their meaning to the provisions deleted or modified shall apply.
45. These Terms and Conditions, the TFC and the Account Interest Rate Table constitute integral parts of the Agreement.
46. The Bank is the administrator of the personal data. Those data are processed for the purpose of and within the scope required for provision of the services offered by the Bank and assurance of compliance of the Bank's operations with the applicable laws and regulations. Providing your personal data is voluntary. The Bank informs about the possibility of the data contained in the internal databases and obtained from the generally accessible sources of information being used within the scope permitted by law for the purpose of preparation of a customized offer of a banking product and of management of customer relations. The persons to whom the data relate shall have the right to access and correct such data, raise an objection against processing of the data for marketing purposes, as well as to withdraw their consents to data processing granted to the Bank under the Personal Data Protection Act. At the same time, the Bank informs that, consistently with the decision of the Inspector General for the Protection of Personal Data, the Bank transmits the personal data of the persons served by the Bank, as required for provision of the services, to:
  - Citibank N.A. Singapore Branch with its registered address in Singapore, 8 Marina View 21-00 Asia Square Tower 1; and
  - Citigroup Software Technology and Services (China) Limited, Building 1, No. 1000 Chenui Road, Shanghai, P.R. China.The above entities act in the exclusive capacity of the entities processing the data for the purpose of offering technical support to the IT customer service systems. The Bank assures protection of the data outsourced to those entities within the scope of personal data protection and banking secrecy.
47. These Terms and Conditions take effect and apply as of 1 July 2016.

# Appendix to Bank Account Terms and Conditions

## List of Cut-Off Hours

Effective as of 1 July 2016

**Internal Transfer Order** - a Payment Instruction of transfer order into a Recipient's account maintained with the Bank:

Currency	Recipient at the Bank:	Cut-Off Hour
PLN and foreign currencies	A consumer within the meaning of the Civil Code of 23 April 1964 (Journal of Laws of 1964, No. 16 item 93, as amended, hereinafter referred to as the "Civil Code") or any other act amending or superseding the Civil Code.	10:30PM
PLN and foreign currencies	A micro-entrepreneur within the meaning of the Act of 2 July 2004 on Freedom of Business Activity (Journal of Laws of 2004, No. 173 item 1807), or any other act amending or superseding the Act on Freedom of Business Activity.	10:30PM
PLN	An entrepreneur other than a micro-entrepreneur within the meaning of the Act of 2 July 2004 on Freedom of Business Activity (Journal of Laws of 2004, No. 173 item 1807), or any other act amending or superseding the Act on Freedom of Business Activity.	5:30PM
Foreign currencies	An entrepreneur other than a micro-entrepreneur within the meaning of the Act of 2 July 2004 on Freedom of Business Activity (Journal of Laws of 2004, No. 173, item 1807), or any other act amending or superseding the Act on Freedom of Business Activity.	2:00PM

**External Transfer Order** - a Payment Instruction of a transfer order into a Recipient's account other than that maintained with the Bank:

Currency	Recipient at the Bank:	Cut-Off Hour
PLN	conducting business in the territory of the Republic of Poland	3:30PM
Foreign currencies	conducting business in the territory of the Republic of Poland	2:00PM
PLN and foreign currencies, except for the transfer orders executed within the scope of CGT service	conducting business in another country - outside the territory of the Republic of Poland	2:00PM
PLN and foreign currencies in the case of transfer orders executed within the scope of CGT service	conducting business in another country - outside the territory of the Republic of Poland	10:30PM

# Appendix to Bank Account Terms and Conditions

## Rules of Submission of Payment Instructions

Effective as of 1 November 2016

Type of Payment Instruction	Information required to execute the payment instruction
<b>Transfer Order</b>	<p><b>Internal and External Transfer Order in PLN to a bank operating in the territory of the Republic of Poland and Internal Transfer Order in foreign currencies:</b></p> <ul style="list-style-type: none"> <li>- Number of the account from which the instruction is to be executed, in the NRB format or NRB format abbreviated to the last 10 digits, the account's „internal number” or indication of the type and currency of the account;</li> <li>- Currency and amount of the payment transaction;</li> <li>- Number of the Recipient's account in the NRB format or, in the case of an Internal Transfer Order between the Customer's accounts maintained with the Bank, in the NRB format abbreviated to the last 10 digits, the account's „internal number” or indication of the type and currency of the account;</li> <li>- The Recipient's name (does not apply to an Internal Transfer Order between the Customer's accounts maintained with the Bank); and</li> <li>- Transfer title (does not apply to an Internal Transfer Order between the Customer's accounts maintained with the Bank, executed via Citibank Online).</li> </ul> <p><b>External Transfer Order in a foreign currency to a bank operating in the territory of the Republic of Poland, and in PLN and in a foreign currency to a bank operating in another country:</b></p> <ul style="list-style-type: none"> <li>- Number of the account from which the instruction is to be executed, in the NRB format or NRB format abbreviated to the last 10 digits, the account's „internal number” or indication of the type and currency of the account;</li> <li>- Currency and amount of the payment transaction;</li> <li>- The Recipient's account number in the IBAN format in the case of countries where that format is used to denote account number and, in case of the other countries, the Recipient's account number and, with the exception of SEPA Citibank Global Transfers (CGT), the Recipient's bank code (SWIFT or BIC or USA BIC, the so-called FW/ABA or Sort Code; if the Customer does not provide the bank code, he should provide full information, including the address of the Recipient's bank);</li> <li>- The Recipient's name;</li> <li>- Transfer title;</li> <li>- The Recipient's address in the case of a bank operating in the territory of Canada; and</li> <li>- Country in which the Recipient's bank operates.</li> </ul>

<b>Cash deposit</b>	<ul style="list-style-type: none"> <li>- Number of the account in the NRB format or in the NRB format abbreviated to the last 10 digits, the account's „internal number” or, in the case of deposits made by the Customer into the Customer's account, indication of the type and currency of the account;</li> <li>- Currency and amount of the payment transaction;</li> <li>- The Recipient's name; and</li> <li>- Title of deposit.</li> </ul>
<b>Cash withdrawal</b>	<ul style="list-style-type: none"> <li>- Number of the account in the NRB format or NRB format abbreviated to the last 10 digits, the account's „internal number” or indication of the type and currency of the account; and</li> <li>- Currency and amount of the payment transaction.</li> </ul>
<b>Direct debit</b>	<ul style="list-style-type: none"> <li>- Payment identifier (a sequence of up to 20 alphanumeric characters agreed between the Recipient and the Customer);</li> <li>- Details of the Recipient/creditor (name, address, and NIP);</li> <li>- Details of the Customer/payer (first and family name, and address);</li> <li>- Number of the Customer/payer's account maintained in PLN in the NRB format; and</li> <li>- Name of the bank which maintains the Customer/payer's account.</li> </ul>
<b>SEPA direct debit</b>	<ul style="list-style-type: none"> <li>- The Recipient's identifier;</li> <li>- Details of the Recipient/creditor (name, address, and identifier);</li> <li>- Details of the Customer/payer (first and family name, and address); and</li> <li>- Number of the Customer/payer's account in the IBAN format and the SWIFT code of Bank Handlowy w Warszawie - the payer's bank.</li> </ul>
<b>Standing order</b>	<p><b>Internal Standing Order (in PLN or in a foreign currency, but only between the accounts maintained in the same currency) between the accounts of the same Customer or different Customers of the Bank:</b></p> <ul style="list-style-type: none"> <li>- Number of the account from which the instruction is to be executed, in the NRB format or NRB format abbreviated to the last 10 digits, the account's „internal number” or indication of the type and currency of the account;</li> <li>- The Recipient's name (does not apply to an Internal Transfer Order between the accounts of the same Customer);</li> <li>- Order execution date;</li> <li>- Number of the Recipient's account in the NRB format or, in the case of a standing order between the Customer's accounts maintained with the Bank, in the NRB format abbreviated to the last 10 digits, the account's „internal number” or indication of the type and currency of the account;</li> <li>- Frequency;</li> <li>- Date of first execution;</li> <li>- Expiry date of the standing order;</li> <li>- Title of standing order; and</li> <li>- Amount and currency of the payment.</li> </ul> <p><b>External standing order in PLN (such standing order may be set up only for an account in PLN and executed in PLN):</b></p> <ul style="list-style-type: none"> <li>- Number of the account from which the instruction is to be executed, in the NRB format or NRB format abbreviated to the last 10 digits, the account's „internal number” or indication of the type of the account;</li> <li>- The Recipient's name; and</li> <li>- Order execution date;</li> <li>- Number of the Recipient's account in the NRB format;</li> <li>- Frequency;</li> <li>- Date of first execution;</li> <li>- Expiry date of the standing order;</li> <li>- Title of standing order; and</li> <li>- Amount and currency of the payment transaction.</li> </ul>
<b>"Emergency Cash" service</b>	<ul style="list-style-type: none"> <li>- Passport number;</li> <li>- Number of the account from which the instruction is to be executed, in the IBAN format;</li> <li>- Number of the Debit Card; and</li> <li>- Amount of the payment transaction in the currency of the country in which withdrawal is made.</li> </ul>

**BIC or Bank Identifier Code** - identification code of an institution which unambiguously identifies the provider of payment services. The elements of BIC are defined in the relevant ISO standard.

**IBAN or International Bank Account Number** - an unambiguous identifier of the customer's account at a bank used to identify a bank account in transactions with payment services providers in the member states of the European Economic Area and in the countries which have adopted IBAN as the standard for bank account numbers. An account number recorded in that format consists of a two-character country code, followed by two reference digits and up to thirty alphanumeric digits of the account number, known as BBAN, Basic Bank Account Number, whose length differs from one country to another.

IBAN of accounts maintained with the Bank consists of the two-letter PL code and the NRB.

**NRB - bank account number** - an unambiguous identifier of the customer's account with the bank, adopted under the Polish system of numbering bank accounts, used in domestic transactions. Account number in that format consists of twenty six digits, i.e. two control digits followed by eight digits of the bank's sorting code and sixteen digits of the number of the customer's account with the bank.

**USA BIC - the so-called FW/ABA** - a nine-digit bank code, identifying banks in the clearing systems in the USA.