## List of amendments to the Bank Account Terms and Conditions

#### Until December 4, 2023

#### § 1. DEFINITIONS

Item not included in the Bank Account Terms and Conditions.

#### From December 5, 2023

## § 1. DEFINITIONS

1. e-Delivery address – the electronic address of the Bank enabling the delivery of correspondence using a public electronic delivery service or a public hybrid delivery service or a certified registered electronic delivery service. It enables the unambiguous identification of the sender or recipient of data transmitted via those services. The electronic address of the Bank: AE:PL-51087-16873-WFBWS-31.

# Legal and factual basis for the revision

### TERMS AND CONDITIONS OF BANK ACCOUNTS § 38. MISCELLANEOUS PROVISIONS

- 20. The Bank is authorized to unilaterally amend the Agreement, including the General Terms and Conditions, exclusively due to important reasons, in the case of:
- a) adjusting to new or amended legal provisions governing the Bank's operations or to changes in the interpretation of such provisions by competent authorities to the extent that they apply to the Agreement (...);

### **Revision triggers**

To implement the provision of the Electronic Service of Documents Act (Journal of Laws item 2320 and of 2021 items 72, 802, 1135, 1163 and 1598).

## Until December 4, 2023

## § 12. GENERAL PROVISIONS

19. While executing Payment Instructions from the Account or deposits to the Account made in a different currency than the one in which the Account is maintained, unless the Terms and Conditions provide for otherwise, Bank exchange rates are used applicable upon the receipt of the Payment Instruction by the Bank. The sell rate is increased by the Bank's margin and the buy rate is decreased by the Bank's margin.

The rule described in the present Subpara. applies to Citicard transactions resulting in crediting the Account, with the exception of those Citicard transactions that constitute a return of previously executed Citicard transactions, resulting in crediting of the same account which was charged with the original transaction: in the case of such transactions, a currency selling or buying rate is used, depending on which rate was used in the original transaction charged to the Account, accordingly.

## From December 5, 2023

## § 12. GENERAL PROVISIONS

19. While executing Payment Instructions from the Account or deposits to the Account made in a different currency than the one in which the Account is maintained, unless the Terms and Conditions provide for otherwise, Bank exchange rates are used applicable upon the receipt of the Payment Instruction by the Bank. The sell rate is increased by the Bank's margin and the buy rate is decreased by the Bank's margin.

The rule described in this subparagraph applies to Citicard transactions resulting in crediting the Account, with the exception of those Citicard transactions that are a return of previously executed Citicard transactions resulting in crediting the same Account which was charged with the original transaction:

- a) if the Citibank Global Wallet service is active;
- b) if the Citibank Global Wallet service is inactive when a transaction return is made within 90 days after the purchase date and the transaction authorization code coincides/is identical with the authorization code of the original transaction,

in the case of such transactions, a currency sell or buy rate is used, depending on which rate was used in the original transaction charged to the Account.

# Legal and factual basis for the revision

## TERMS AND CONDITIONS OF BANK ACCOUNTS § 38. MISCELLANEOUS PROVISIONS

- 20. The Bank is authorized to unilaterally amend the Agreement, including the General Terms and Conditions, exclusively due to important reasons, in the case of:
- (...) b) a change in the scope or form of services offered to the Customer or an introduction of new services under the Agreement made by and between the Bank and the Customer, provided that the change does not affect the Customer's interests; (...).

#### **Revision triggers**

To clarify the provisions concerning the foreign exchange rates used by the Bank for returned Citicard transactions in a currency other than the currency of the Account used to settle a returned payment transaction, when the Account charged with the original transaction is to be credited.

#### Until December 4, 2023

### § 12. GENERAL PROVISIONS

22. The Table Exchange Rates are published twice a day, at 9:00 a.m. and 4:30 p.m. on the days when the average exchange rate is published by the National Bank of Poland, and apply to currency conversion transactions effected using a Citicard issued to the Personal Account. The Table Exchange Rates also apply to all currency conversion transactions that are not Citicard transactions and are less than USD 1 and to all other transactions after 11:00 p.m. on Friday until 11:00 p.m. on Sunday, and on the first two days of Christmas holiday, Easter holiday and 1 January of each year, subject to Subpara. 23.

### From December 5, 2023

## § 12. GENERAL PROVISIONS

22. Table Exchange Rates are published on any days when the average exchange rate is published by the National Bank of Poland and apply to transactions that involve currency conversion and are made with a Citicard issued to a Personal Account. The Table Exchange Rates also apply to all currency conversion transactions that are not Citicard transactions and are less than USD 1 and to all other transactions after 11:00 p.m. on Friday until 11:00 p.m. on Sunday, and on the first two days of Christmas holiday, Easter holiday and January 1 of each year, subject to subparagraph 23.

### Legal and factual basis for the revision

#### TERMS AND CONDITIONS OF BANK ACCOUNTS § 38. MISCELLANEOUS PROVISIONS

- 20. The Bank is authorized to unilaterally amend the Agreement, including the General Terms and Conditions, exclusively due to important reasons, in the case of:
- (...) b) a change in the scope or form of services offered to the Customer or an introduction of new services under the Agreement made by and between the Bank and the Customer, provided that the change does not affect the Customer's interests; (...).

#### **Revision triggers**

To clarify the provisions concerning the Table Exchange Rates.

### Until December 4, 2023

## § 12. GENERAL PROVISIONS

24. The Table Exchange Rates are determined on the basis of average Online Exchange Rates from 9:00 a.m. and 4:30 p.m. on the days when the average exchange rate is published by the National Bank of Poland. The Online Exchange Rates are based on current reference rates for purchase and sale of currencies published by Thomson Reuters information agency under the RIC code appropriate for a given currency pair (where RIC means Reuters Instrument Code), available on the Bank's website https://www.citibank.pl/en/fx-rates/ corrected by the Bank's 5% margin on the Bank's sell rate (the margin is added to the Bank's sell rate and subtracted from the Bank's buy rate). The bank may offer the Customer a more favorable, lower margin.

### From December 5, 2023

## § 12. GENERAL PROVISIONS

24. Table Exchange Rates are determined on the basis of average Online Exchange Rates published at 9:00 a.m. and 4:30 p.m. Monday to Thursday, and at 9:00 a.m., 4:30 p.m and 11:00 p.m. on Friday, on any days when the average exchange rate is published by the National Bank of Poland. The Online Exchange Rates are based on current reference rates for purchase and sale of currencies published by Thomson Reuters information agency under the RIC code appropriate for a given currency pair (where RIC means Reuters Instrument Code), available on the Bank's website https://www.citibank.pl/en/fx-rates/ corrected by the Bank's 5% margin on the Bank's sell rate (the margin is added to the Bank's sell rate and subtracted from the Bank's buy rate). The Bank may offer the Customer a more favorable, lower margin.

#### Legal and factual basis for the revision

#### TERMS AND CONDITIONS OF BANK ACCOUNTS § 38. MISCELLANEOUS PROVISIONS

- 20. The Bank is authorized to unilaterally amend the Agreement, including the General Terms and Conditions, exclusively due to important reasons, in the case of:
- (...) b) a change in the scope or form of services offered to the Customer or an introduction of new services under the Agreement made by and between the Bank and the Customer, provided that the change does not affect the Customer's interests; (...).

## **Revision triggers**

To clarify the provisions concerning the Table Exchange Rates.

## Until December 4, 2023

# § 22. CITIBANK ONLINE ELECTRONIC BANKING SERVICE AND CITI MOBILE

Item not included in the Bank Account Terms and Conditions.

## From December 5, 2023

#### § 22. CITIBANK ONLINE ELECTRONIC BANKING SERVICE AND CITI MOBILE

18. The Bank enables the Customer access to the Citibank Online and Citi Mobile Service. Scheduled maintenance work related to the maintenance and development of the Citibank Online and Citi Mobile Service, including the date and time of planned

unavailability, will be announced in advance on the website of this service. In the event of a failure, the Bank will immediately remove any disruptions affecting the use of the Citibank Online and Citi Mobile Service.

### Legal and factual basis for the revision

### TERMS AND CONDITIONS OF BANK ACCOUNTS § 38. MISCELLANEOUS PROVISIONS

- 20. The Bank is authorized to unilaterally amend the Agreement, including the General Terms and Conditions, exclusively due to important reasons, in the case of:
- (...) d) adjusting to recommendations, advice or decisions issued by banking regulators or competent authorities engaged in the protection of consumer rights to the extent that they apply to the Agreement (...);

#### **Revision triggers**

To add a provision related to planned technical and administrative breaks during which the Citibank Online and Citi Mobile Service is not available.

### Until December 4, 2023

## § 25. COOKIES

- 1. The cookies used by the Bank do not store personal data that enable the identification of an online service user. They are used, among other things, to remember the Users' preferences, protect websites or conduct marketing campaigns. Unless the User gives consent to installation of the cookies, some functionalities on the websites of the Bank will not be functioning.
- 2. The following types of cookies are used as part of Citibank Online or Citi Mobile:
- a) persistent cookies they are recorded on the device used by the End User, even after leaving the website. They allow storing and remembering preferences of the User, such as e.g. the user name (login) when logging in to the transaction service system. This means that this field will be pre-filled the next time you log in to the service. By accepting this type of cookies, the User agrees to store information on the User's device.
- i. to remove the user name for Citibank Online and on the website of the Bank, select a name that has already been stored and choose the "Delete user" option from the menu.
- ii. to remove the user name for Citi Mobile, select a name that has already been stored, choose the "Edit" option from the menu and click the recycle bin icon.
- b) Session cookies are necessary to support information exchange between the server and the Bank's services and, consequently, to enable correct display of the contents of Citibank Online and Citi Mobile, and use of the functionalities included in these services. The Bank stores and accesses this information to identify a given session (dialogue between the browser and the server) and End Users (communicating with the server at the same time).
- c) third party cookies they allow third parties to perform an analysis of information about the number of visits and users' website behavior. However, those are not personal data allowing for identification of the User as a Customer of the Bank. The purpose of collecting and processing cookies is to gather information about the profile of the Bank's website visitors, their behaviors, preferences and interest in individual products. The companies that provide analytical services for the Bank include Gemius, Google and others. This type of cookies is not used in Citibank Online or Citi Mobile.
- 3. The management of cookies may be at any time modified using web browser settings. Withdrawal of consent will exclude the use of all cookies and may affect certain functionalities of the Citibank Online website, leading to a full or partial disablement of certain features, such as pre-population of login details or pre-filling of product forms.
- 4. Unless the End User agrees to installation of cookies, this may result in incorrect functioning of Citibank Online, and Citi Mobile or lack of access to the services.

### From December 5, 2023

## § 25. COOKIES

1. In order to ensure top quality of services, online platforms of the Bank use cookies, which are saved in the memory of a browser. The details showing how they are used and connected with other data held by the Bank, and how cookie settings can be changed or cookies can be removed from an online browser, are provided on the website of the Bank, in the Cookie Policy section.

## Legal and factual basis for the revision

### TERMS AND CONDITIONS OF BANK ACCOUNTS § 38. MISCELLANEOUS PROVISIONS

- 20. The Bank is authorized to unilaterally amend the Agreement, including the General Terms and Conditions, exclusively due to important reasons, in the case of:
- (...) b) a change in the scope or form of services offered to the Customer or an introduction of new services under the Agreement made by and between the Bank and the Customer, provided that the change does not affect the Customer's interests; (...).

#### **Revision triggers**

This change of the section wording arises from a change of presentation of the cookie-related content.

### Until December 4, 2023

### § 26. SECURITY

- 13. The Customer is obligated:
  - a) not to disclose any BLIK Code to any third party;
  - b) to use the BLIK Code as intended;
  - c) to immediately notify the Bank of any unauthorized use of the BLIK Code by a third party.

### From December 5, 2023

### § 26. SECURITY

- 13. The Customer is obligated:
  - a) not to disclose any BLIK Code, other Authorization Codes, Identification Codes, CVC2 numbers to any third party,
  - b) to use the BLIK Code, other Authorization Codes, Identification Codes, CVC2 numbers as intended,
  - to immediately notify the Bank of any unauthorized use of the BLIK Code, other Authorization Codes, Identification Codes by any third party.

#### Legal and factual basis for the revision

### TERMS AND CONDITIONS OF BANK ACCOUNTS § 38. MISCELLANEOUS PROVISIONS

- 20. The Bank is authorized to unilaterally amend the Agreement, including the General Terms and Conditions, exclusively due to important reasons, in the case of:
- (...) b) a change in the scope or form of services offered to the Customer or an introduction of new services under the Agreement made by and between the Bank and the Customer, provided that the change does not affect the Customer's interests; (...).

#### **Revision triggers**

To clarify the provision regarding the Customer's obligation not to disclose information related to the security of using online payment services.

### Until December 4, 2023

#### § 26. SECURITY

22. To the extent provided for in this Para. 26, the Customer is obliged to act in compliance with recommendations and information provided by the Bank.

## From December 5, 2023

#### § 26. SECURITY

22. To the extent provided for in this Para. 26, the Customer is obliged to act in compliance with recommendations and information provided by the Bank. In particular, the Customer should read and comply with cybersecurity alerts provided by the Bank.

## Legal and factual basis for the revision

### TERMS AND CONDITIONS OF BANK ACCOUNTS § 38. MISCELLANEOUS PROVISIONS

- 20. The Bank is authorized to unilaterally amend the Agreement, including the General Terms and Conditions, exclusively due to important reasons, in the case of:
- (...) b) a change in the scope or form of services offered to the Customer or an introduction of new services under the Agreement made by and between the Bank and the Customer, provided that the change does not affect the Customer's interests; (...).

## **Revision triggers**

To clarify the provision regarding the Customer's obligation to comply with cybersecurity alerts provided by the Bank.

# Until December 4, 2023

## § 36. COMPLAINTS

- 1. All Customer complaints concerning the operation of the Account, CitiPhone, the Branches, CitiAlerts (including the SMS Notification service) and Citibank Online as well as other products and services offered by the Bank will be accepted in the following form:
- a) written form submitted personally at a Branch during the working hours of the Branch or sent to the following address: Citi Handlowy, Biuro Obsługi Reklamacji i Zapytań Klientów (Customer Complaints and Inquiries Office), ul. Goleszowska 6, 01–249 Warsaw:
- b) oral form made by phone or personally for the record during the Customer's visit at a Bank Branch;
- c) electronic form sent to the e-mail address of the Bank, via Citibank Online after logging in using the tab "Contact the bank".

# From December 5, 2023

#### § 36. COMPLAINTS

- 1. Any complaints filed by Customers concerning the operation of the Account, CitiPhone service, Branches, CitiAlerts (including the Text Message Notification service), and Citibank Online service, as well as other products and services offered by the Bank, will be received:
  - a) in writing as a letter delivered by hand to a Branch in its working hours or sent to: Citi Handlowy, Biuro Obsługi Reklamacji i Zapytań Klientów (Customer Complaints and Inquiries Office), ul. Goleszowska 6, 01-249 Warszawa;
  - b) oral form made by phone or personally for the record during the Customer's visit at a Bank Branch,
  - c) In electronic form to the e-mail address of the Bank, via Citibank Online service, after logging in, using the "Contact" tab or sent to the e-Delivery address of the Bank AE:PL-51087-16873-WFBWS-31, entered in the electronic address base.

### Legal and factual basis for the revision

#### TERMS AND CONDITIONS OF BANK ACCOUNTS § 38. MISCELLANEOUS PROVISIONS

The Bank is authorized to unilaterally amend the Agreement, including the General Terms and Conditions, exclusively due to important reasons, in the case of:

a) adjusting to new or amended legal provisions governing the Bank's operations or to changes in the interpretation of such provisions by competent authorities to the extent that they apply to the Agreement; (...).

#### **Revision triggers**

To implement the provision of the Electronic Service of Documents Act (Journal of Laws item 2320 and of 2021 items 72, 802, 1135, 1163 and 1598).

### Until December 4, 2023

## § 36. COMPLAINTS

15 If, after learning of or revealing an unauthorized payment transaction, the Bank credited the Account with a specific amount or restored the debited Account to a balance that would have existed if the unauthorized transaction had not taken place, and then, in the course of further explanatory proceedings, the Bank confirms that the transaction was authorized, the Bank will again debit the Account with the amount previously credited or with an appropriate part thereof.

### From December 5, 2023

### § 36. COMPLAINTS

15. If, after learning of or revealing an unauthorized payment transaction, the Bank has credited the Account with a specific amount or restored the debited Account to a balance that would have existed if the unauthorized transaction had not taken place, and then, in the course of further explanatory proceedings, the Bank confirms that the transaction was authorized or the Bank has concluded that the Customer is fully responsible for such unauthorized transaction, the Bank, on the date the complaint was rejected, will again debit the Account with the amount previously credited by the Bank, or with an appropriate part thereof.

#### Legal and factual basis for the revision

### TERMS AND CONDITIONS OF BANK ACCOUNTS § 38. MISCELLANEOUS PROVISIONS

20. The Bank is authorized to unilaterally amend the Agreement, including the General Terms and Conditions, exclusively due to important reasons, in the case of:

(...) b) a change in the scope or form of services offered to the Customer or an introduction of new services under the Agreement made by and between the Bank and the Customer, provided that the change does not affect the Customer's interests; (...).

#### **Revision triggers**

To clarify the provision that regulates unauthorized transaction reporting.

### Until December 4, 2023

# § 38. MISCELLANEOUS PROVISIONS

44. Any disputes arising from the performance of the Agreement or any other agreement governed by the Terms and Conditions, which are not settled amicably, will be settled by the competent common court in Poland of relevant subjective and territorial jurisdiction.

### From December 5, 2023

## § 38. MISCELLANEOUS PROVISIONS

44. Any disputes arising from the performance of the Agreement or any other agreement governed by the Terms and Conditions, which have not been settled amicably by the Parties, will be settled by the competent common court in Poland of relevant subjective and territorial jurisdiction, identified in accordance with the applicable provisions of the Code of Civil Procedure.

### Legal and factual basis for the revision

### TERMS AND CONDITIONS OF BANK ACCOUNTS § 38. MISCELLANEOUS PROVISIONS

20. The Bank is authorized to unilaterally amend the Agreement, including the General Terms and Conditions, exclusively due to important reasons, in the case of:

(...) b) a change in the scope or form of services offered to the Customer or an introduction of new services under the Agreement made by and between the Bank and the Customer, provided that the change does not affect the Customer's interests; (...).

### **Revision triggers**

To clarify the dispute-settlement clause.

The term "complaint" has been removed from the Bank Account Terms and Conditions, as "complaints" within the meaning of Article 15 of the Payment Services Act are not filed with the service provider (Bank), but to the supervisory authority.

The other amendments to the Bank Account Terms and Conditions are editorial adjustments.

Numbering and references in the document have been changed as appropriate.

# **List of changes in the Payment Instruction Submission Rules**

## Until December 4, 2023

Type of Payment Instruction	Information necessary to process a payment transaction	
Transfer order, SEPA transfer order, transfer order in a foreign currency, internal transfer order	<ul> <li>() A cross-border transfer order in PLN, a transfer order in a foreign currency, a cross-border transfer order in a foreign currency, a SEPA transfer order and a cross-border transfer order in EUR:         <ul> <li>account number from which the order is to be executed in the NRB format or the NRB format reduced to the last 10 characters ("internal account number"), or indication of the account type and currency</li> <li>currency and amount of the payment transaction</li> <li>number of the Recipient's account in the IBAN format for countries where account number with the exception of SEPA transfer orders the Recipient's bank code (SWIFT or BIC or USA BIC, so-called FW/ABA or Sort Code; if the Customer does not provide the bank code, they should provide their full details together with the address of the Recipient's bank)</li> <li>name of the Recipient</li> <li>transfer title</li> <li>address of the Recipient, in the case of a bank operating in the territory of Canada country in which the Recipient's bank operates</li> </ul> </li> </ul>	

## From December 5, 2023

Type of Payment Instruction	Information necessary to process a payment transaction	
Transfer order, SEPA transfer order, transfer order in a foreign currency, internal transfer order	<ul> <li>() A cross-border transfer order in PLN, a transfer order in a foreign currency, a cross-border transfer order in a foreign currency, a SEPA transfer order and a cross-border transfer order in EUR:         <ul> <li>account number from which the order is to be executed in the NRB format or the NRB format reduced to the last 10 characters ("internal account number"), or indication of the account type and currency</li> <li>currency and amount of the payment transaction</li> <li>number of the Recipient's account in the IBAN format for countries where account number with the exception of SEPA transfer orders the Recipient's bank code (SWIFT or BIC or USA BIC, so-called FW/ABA or Sort Code; if the Customer does not provide the bank code, they should provide their full details together with the address of the Recipient's bank)</li> <li>name of the Recipient (name of the institution or first and last name of the recipient)</li> <li>transfer title</li> <li>address of the Recipient (building/apartment no., street, town, country, postal code) in the case of a CAD transfer irrespective of the recipient's country and in the case of a transfer to a bank operating in the territory of Canada</li></ul></li></ul>	

## Legal and factual basis for the revision

# TERMS AND CONDITIONS OF BANK ACCOUNTS § 38. MISCELLANEOUS PROVISIONS

20. The Bank is authorized to unilaterally amend the Agreement, including the General Terms and Conditions, exclusively due to important reasons, in the case of:

(...) b) a change in the scope or form of services offered to the Customer or an introduction of new services under the Agreement made by and between the Bank and the Customer, provided that the change does not affect the Customer's interests; (...).

## **Revision triggers**

To clarify the provision regarding the data required by the Bank for a payment instruction.

## List of changes in the Account Interest Rate Table for the Saving Account

#### Until 4.12.2023 r.

PLN	USD	GBP
3,00%	0,01%	0,01%

#### From 5.12.2023 r.

PLN	USD	GBP
2,00%	0,01%	0,01%

#### Legal and factual basis for the revision

### TERMS AND CONDITIONS OF BANK ACCOUNTS § 33. INTEREST RATE AND INTEREST RATE TABLE

The Bank is entitled to change the interest rate set out in the Interest Rate Table within 4 months of a change to any of the following indices, on the following conditions:

a) for accounts in PLN:

i. if any of the following rates decreases: reference rate, interest rate of loan on securities or deposit rate established by the Monetary Policy Council, published by the National Bank of Poland, by at least 0.10 percentage points, the Bank will be entitled to reduce the Account interest rate by 0.05 percentage points to 3 percentage points (...);

#### **Revision triggers**

Decision of the Monetary Policy Council of September 6, 2023 on the reduction of NBP reference rate by 0.75 percentage points valid from September 7, 2023.

# List of changes in the Account Interest Rate Table for the SuperSaving Account

### Until 4.12.2023 r.

	PLN	USD	GBP
Up to 20 000	6,00%	0,05%	0,05%
Above 20 000	3,00%	0,00%	0,00%

### From 5.12.2023 r.

	PLN	USD	GBP
Up to 20 000	5,00%	0,05%	0,05%
Above 20 000	2,00%	0,00%	0,00%

## Legal and factual basis for the revision

### TERMS AND CONDITIONS OF BANK ACCOUNTS § 33. INTEREST RATE AND INTEREST RATE TABLE

The Bank is entitled to change the interest rate set out in the Interest Rate Table within 4 months of a change to any of the following indices, on the following conditions:

a) for accounts in PLN:

i. if any of the following rates decreases: reference rate, interest rate of loan on securities or deposit rate established by the Monetary Policy Council, published by the National Bank of Poland, by at least 0.10 percentage points, the Bank will be entitled to reduce the Account interest rate by 0.05 percentage points to 3 percentage points (...):

## **Revision triggers**

Decision of the Monetary Policy Council of September 6, 2023 on the reduction of NBP reference rate by 0.75 percentage points valid from September 7, 2023.

Bank Handlowy w Warszawie S.A. with its 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 Division of the National Court Register, under no. KRS 000 000 1538; Tax Identification Number (NIP) 526-030-02-91; share capital of PLN 522,638,400, fully paid up. Citi and Citi Handlowy trademarks are registered trademarks of Citigroup Inc. used under a license. Citigroup Inc. and its subsidiaries are also entitled to the use of certain other trademarks used herein. A Personal Account is a payment account.