

**Agreement delivery address**

.....  
First name and surname

.....  
Street, building/apartment no.

.....  
Postal code and city/town

## Citibank Credit Card Agreement ("Agreement")

This Agreement is made by and between Bank Handlowy w Warszawie S.A., having 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, 12<sup>th</sup> Commercial Division of the National Court Register, under no. KRS 0000001538, tax identification number (NIP): PL 526-030-02-91, share capital of PLN 522,638,400, fully paid up; email address: listybh@citi.com; the list of addresses of branches where business activities are carried out is available on www.citihandlowy.pl and through the CitiPhone telephone banking service; hereinafter referred to as the "**Bank**",

acting through the credit intermediary

with its registered office at

and Mr./Ms.

PESEL/Passport No.

hereinafter referred to as the "**Customer**".

Any capitalized terms used in this Agreement shall have the meaning ascribed to them in § 1 of the Terms and Conditions of Citibank Credit Cards of Bank Handlowy w Warszawie S.A. ("**Terms and Conditions**").

### §1

1. The Bank shall issue for the Customer a Card that authorizes him/her to make Transactions within the Credit Limit on the terms and conditions set forth herein and in the Terms and Conditions.
2. The Bank hereby grants a Credit Limit of PLN  to the Customer, which is the total credit amount.
3. The Credit Limit shall increase to the amount of PLN  within 5 days of submitting documents confirming the Customer's income, at least in the amount declared in the Citibank Credit Card application, provided that such documents are submitted within 10 days of the application submission date. The income documents required by the Bank are listed in Appendix 2 to the Card Agreement.
4. The parties may amend this Agreement under an Understanding, under which the Bank may:
  - a) grant the Customer a Loan to Card,
  - b) grant a Temporary Credit Limit Increase;
  - c) change the amount of the Credit Limit.
5. The Bank shall grant a Loan to Card or a Temporary Credit Limit Increase and change the amount of the Credit Limit on the terms and conditions set forth herein and in the Terms and Conditions.
6. The Credit Limit shall be a renewable credit, save for the Loan to Card, which shall be non-renewable, granted together with the Card and deemed a consumer credit within the meaning of the Consumer Credit Act of May 12, 2011.
7. The Bank shall impose limits and restrictions applicable to Transactions, as specified in the Transaction Limits Table (Appendix 1 to the Terms and Conditions).
8. The Bank is authorized to reduce the amount of the Credit Limit or Loan to Card without the Customer's consent if the Customer fails to meet any of the conditions on which the credit has been granted or if the Customer loses the creditworthiness required to repay the credit in the amount of the Credit Limit. The Bank shall promptly notify the Customer of any reduction of the Credit Limit.

### §2

1. The Agreement is executed for an indefinite period.
2. The Card's expiry date is specified on the Card. After the Card's expiry date, the Bank shall issue the Customer a new Card. If the Agreement is terminated before the Card's expiry date, the Bank shall block the Card.

### §3

1. The Customer may utilize the Credit Limit with the use of the Card for any consumer transaction purpose by making payments for chosen goods and services at terminals and remotely, cash withdrawals, internal transfer orders in PLN, domestic transfer orders in PLN from the Card Account ("Transactions").
2. The Customer is obliged to repay the Outstanding Balance in full within 30 days of the end of each 3-year period of the Agreement term, calculated from the day of its conclusion, subject to § 4.3. Following the full repayment of the Outstanding Balance, the Customer may reuse the Credit Limit in full amount.
3. The Loan to Card may be used as a one-off cash withdrawal in the form of an internal transfer order in PLN or domestic transfer order in PLN from the Credit Account for any consumer transaction purpose. The withdrawal of any amount of the Loan to Card shall be subject to repayment and fees, commissions and interest, as if it were a Cash Transaction under the 'Comfort' Installment Payment Plan.
4. The Card Account is not a deposit account. The Customer is not authorized to keep funds in the Card Account.
5. In the case of an overpayment on the Credit Card the Bank shall be obliged to return it, and the Customer shall indicate the method of returning it without delay.
6. The Customer warrants that the Card Account will not be used to settle Transactions covered by sanctions imposed by anti-money laundering and combating terrorist financing laws or any sanctions imposed by the United Nations, European Union or United States of America, whose scope and nature are indicated on the websites of the aforementioned organizations, and in the case of US sanctions on the website of the Office of Foreign Assets Control (OFAC), as well as on the Bank's website.

### §4

1. The Bank shall provide to the Customer the Outstanding Balance repayment schedule on each Statement and shall promptly settle repayments. In addition, at any time at the request of the Customer who uses the Plan referred to in Clause 3 below, the Bank shall provide, free of charge, the Plan repayment schedule.
2. The Customer may repay part of or the whole Outstanding Balance on any date he/she chooses, provided, however, that the Customer shall be obliged to repay at least the Minimum Amount Due as specified in the Statement. Any repayment should be made not later than on the due date specified in the Statement, which may not be shorter than 26 days from the date of issue of the Statement by the Bank. No payment made to the Card Account before the date of issue of the Statement shall release the Customer from the obligation to pay at least the Minimum Amount Due as specified in the Statement. If this Agreement is terminated, the Customer shall repay the whole Outstanding Balance not later than on the day directly following the last day of the notice period. In the case that the Credit Limit is exceeded, the Customer shall promptly repay the amount by which the Credit Limit is exceeded and the fee for such overrun in the amount set forth in § 6.1. After the Statement has been issued, the Customer may repay the Outstanding Balance before the due date provided in the Statement. Such repayment shall be counted towards the repayment of the Outstanding Balance, taking account of the order of payments included in Clause 4 below.
3. The Customer may use a 'Comfort' Installment Payment Plan ("Plan") pursuant to the rules described in the Terms and Conditions to repay a specific Transaction or part of the Outstanding Balance in installments. Individual Plan repayment terms may be agreed by way of an Understanding.
4. Any amounts paid or received by the Bank from the Customer in connection with the Agreement shall be counted towards the Outstanding Balance due as specified in the Statement in the following order:
  - principal and interest installments under the Plan and interest;
  - fees and commissions;
  - the principal amount under Cash Transactions;
  - the principal amount under Non-Cash Transactions.

### §5

1. The Bank shall be entitled to charge fees and commissions specified in § 6.1 and interest accrued on the basis of the interest rate referred to in § 6.2. Any fees, commissions and interest rates may change pursuant to § 7.
2. The Bank shall charge any due fees, commissions and interest by debiting the Card Account, also if the said debiting results in the granted Credit Limit being exceeded.
3. The Bank shall accrue interest on amounts of all Transactions at the rate specified in § 6.2 for each day, from the date on which a Transaction is posted on the Card Account until the total repayment of the Outstanding Balance (inclusive). Interest on Non-Cash Transactions shall not accrue if the Outstanding Balance is repaid before the lapse of the time limit specified in the Statement, which must not be shorter than 26 days from the date of issue of Statement by the Bank. Interest on Cash Transactions is accrued regardless of full repayment of the Outstanding Balance shown in the Statement prior to the lapse of the time limit specified in the Statement. In the case of non-payment of the Minimum Amount Due by the date specified in the Statement, the Bank may initiate the debt recovery procedure, which includes the right to initiate debt collection activities against the Customer in order to ensure voluntary settlement of the amounts past due. The Bank or entities authorized to act on the Bank's behalf may undertake debt collection activities including, but not limited to: telephone reminders or dunning letters and other activities pursued outside the Bank's registered office.

## §6

1. The Bank shall charge the following fees and commissions to the Customer in connection with the Agreement:

a)

b)

- 2.
3. The effective annual interest rate for the Credit Limit specified in § 1.2 as at the date of signing the Agreement shall be:  %.
4. The total amount payable by the Customer in connection with the Credit Limit granted to him/her, as specified in § 1.2, as at the date of signing the Agreement shall be PLN .
5. The effective annual interest rate for the Credit Limit specified in § 1.3 as at the date of signing the Agreement shall be:  %.
6. The total amount payable by the Customer in connection with the Credit Limit granted to him/her, as specified in § 1.3, as at the date of signing the Agreement shall be PLN .

## §7

- The interest accrued on the credit extended on the basis of the Agreement shall be determined using a variable interest rate. The interest rate equals the maximum interest rate determined in accordance with applicable laws. In the case of the Citibank World Elite MasterCard Ultimate Credit Card, the interest rate on the credit equals the maximum interest rate determined in accordance with applicable laws, however, it may not exceed 20% per annum.
- The Bank shall increase or decrease the interest rate applicable to the credit granted under the Agreement after the maximum interest rate determined in accordance with applicable laws has been increased or decreased, respectively. The Bank shall increase or decrease the interest rate by the equivalent of the value by which the maximum interest rate determined in accordance with applicable laws was increased or decreased on the first day on which the new maximum interest rate takes effect.
- The maximum interest rate determined in accordance with applicable laws cannot exceed twice the sum of the reference rate of the National Bank of Poland and 3.5 percentage points (twice the statutory interest).
- The interest rate applied to the credit may not be higher than the total of WIBOR 6M interest rate and 25 percentage points. If the maximum interest rate determined in accordance with the applicable laws is higher than the total of WIBOR 6M reference rate and 25 percentage points, the Bank shall apply the lower amount.
- The Bank shall inform the Customer about a change in the interest rate, resulting from a legally required adjustment of the maximum interest rate, by publishing such information in the Statement and on the Bank's website. The Interest Rate on Cards as applicable from time to time is determined in the Interest Rate Table (Appendix 3 to the Terms and Conditions).
- The Bank wishes to advise that using variable interest rate credit entails the risk of credit card service charges rising during the term of the Agreement as a result of maximum interest rate changes as per § 7.2 above.
- The Bank shall be entitled to change the Table of Fees and Commissions by increasing the existing or adding new fees and commissions. The notification of a change shall be effected not later than within 6 months from the occurrence of any of the following circumstances:
  - implementation of any new services or change in the range of existing services, for the purpose of due performance of the Agreement, pursuant to the rules specified in the Agreement, with the amendments to the Table of Fees and Commissions referring exclusively to new or modified services;

- (b) amendment to existing or adoption of new laws, recommendations, instructions or guidelines issued by supervisory authorities regarding performance of the Agreement in the scope of fees or commissions collected for state authorities, local government authorities or courts or in the scope of new activities or a new form of activities carried out by the Bank;
  - (c) increase in actual costs incurred by the Bank in connection with provision of a service under the Agreement or in the labor intensity of such service;
  - (d) inflation rate (an increase in prices of consumer goods and services) equaling at least 0.25%, for the previous calendar month, year on year, as published by Statistics Poland,
- provided that the change to any item in the Table of Fees and Commissions in such a case may not exceed 200% in relation to the previous value or constitute a cost increase by more than 200%. The Table of Fees and Commissions shall be amended once a quarter or less frequently.
8. The restriction of a change to a cap of 200% in relation to the previous value, as referred to in individual items of Clause 7, shall not apply to cases where new positions are added to the Table of Fees and Commissions or where the previous fee was PLN 0.
  9. The Bank shall be entitled to waive or reduce any fees or commissions specified in the Table of Fees and Commissions.
  10. The Bank shall promptly inform the Customer about each and every change in any fees and commissions determined in the Table of Fees and Commissions, but not later than 2 months prior to the proposed effective date of such change. The Bank shall promptly deliver an amended Table of Fees and Commissions. In such a case, before the proposed effective date of the amendments, the Customer shall have the right to terminate the Agreement free of charge as of the day on which the amendment was communicated to the Customer, but no later than on the effective date of such amendments. Instead of terminating the Agreement, as specified in the previous sentence, the Customer may object to the proposed amendments. In such a case the Agreement shall expire on the day preceding the effective date of such proposed amendments. The Customer shall not pay any fees in connection with the objection. Unless the Customer terminates the Agreement or makes an objection in accordance with the above procedure, it will be deemed that the Customer has accepted the relevant provisions of the Agreement in their new wording.
  11. The list of fees and commissions as applicable from time to time is included in the Table of Fees and Commissions (Appendix 2 to the Terms and Conditions).

## §8

In order to determine the effective annual interest rate of the Credit Limit, the Loan to Card and the total amount due, the following assumptions shall apply:

- a) The Agreement will be binding for an indefinite period of time;
- b) The credit is extended for one year and the Bank and the Customer will perform their obligations resulting from the Agreement by the relevant deadlines specified therein;
- c) Immediately after the Agreement is signed, the Customer will make one Non-Cash Transaction for the amount equal to the Credit Limit granted in the Card Account. The resulting Outstanding Balance will be repaid in a non-cash manner within 12 calendar months in equal monthly installments, starting from the month following the Transaction posting date. Each monthly installment will consist of principal, interest and, for a Card subject to an annual fee charged in monthly installments, a pro rata portion of the Annual Fee for the issue of and possibility to use the Primary Card. For a Card subject to an annual fee charged as a one-off payment, the whole amount of the Annual Fee charged for the issue of and possibility to use the Primary Card will be repaid on the Agreement signing date. For promotional offerings where certain additional conditions of the promotion must be met to acquire the right to use a reduced or waived fee or interest rate, the effective annual interest rate will be calculated on the basis of the amount of the fees that will be charged or the interest rate that will apply if the Customer fails to meet the conditions of such promotion;
- d) The Transaction posting date will be adopted as the commencement date;
- e) Intervals between dates used for calculation purposes will be expressed in months. It is assumed that an average month is 30.41666 days;
- f) Calculation results will be presented rounded to two decimal places, provided that if the digit in the third decimal place is below 5, such digit will be ignored, and if it is equal to or higher than 5, the preceding digit will be increased by 1.

## §9

1. The Bank shall accept grievances and complaints from Customers in:
  - a) written form - submitted personally at a Bank Branch during the working hours of the Branch or sent to the following address: Citi Handlowy, Departament Obsługi Reklamacji i Zapytań Klientów, 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) electronic form - sent to the email address of the Bank, via Citibank Online after logging in using the "Contact the bank" tab and on the website at [www.citibank.pl](http://www.citibank.pl) using the complaint form.

The up-to-date contact details for submitting grievances and complaints are available on the Bank's website ([www.citibank.pl](http://www.citibank.pl)).
2. Upon the Customer's request, the Bank shall confirm the receipt of a grievance or complaint in writing or otherwise as agreed with the Customer.
3. The Customer may submit a grievance or complaint through an attorney holding a power of attorney in written form certified by a notary, in the form of a notarial deed or granted by the Customer at a Bank Branch in ordinary written form in the presence of an employee of the Bank.
4. To facilitate and expedite thorough examination of the grievance or complaint by the Bank, it should be submitted immediately after the Customer becomes aware of any reservations, unless this circumstance has no impact on the manner of handling the grievance or complaint.
5. The Bank may ask the Customer to present any supplementary information and documents necessary to examine the grievance or complaint.
6. To enable quick and effective examination of the grievance or complaint, it is recommended that the grievance/complaint should contain: the first name and surname, the PESEL number or the number of the identity document, a description of the event to which it refers, an indication of the reported negligence, the name of the employee dealing with the Customer (or circumstances enabling his/her identification), and in the case of incurring a loss - a precise indication of the Customer's claim resulting from the irregularities, a signature consistent with the specimen signature card held by the Bank.
7. The Customer shall be informed about the results of the grievance or complaint examination process without undue delay, but not later than within 30 days of receiving the complaint by the Bank. For complaints related to payment services provided by the Bank, the Bank shall respond to a complaint within 15 business days from the date of receiving the complaint.

8. In particularly complicated cases which make it impossible to examine the grievance or complaint and respond to it within the periods referred to in Clause 7 above, the Bank shall send a notification to the Customer where it shall:
  - a) explain the reasons for the delay;
  - b) indicate the circumstances that need to be determined to examine the case;
  - c) specify the expected time for examining and responding to the grievance or complaint, which may not exceed 60 days from the date of receiving the grievance or complaint not related to payment services provided by the Bank or 35 business days from the date of receiving the complaint in the case of complaints related to payment services provided by the Bank.
9. The Bank may respond to a grievance or complaint not related to payment services provided by the Bank:
  - a) in a paper letter sent to the current mailing address of the Customer
  - b) using another durable medium, i.e. an SMS message, sent to the Customer's phone number communicated to the Bank if the Customer's claims are accepted;
  - c) upon the Customer's request - by email to the Customer's email address communicated to the Bank
  - d) via Citibank Online - as a copy of a message sent at the same time in the manner specified in letter a), b) or c).
10. The Bank may respond to a grievance or complaint related to payment services provided by the Bank in a paper letter or, following an agreement with the Customer, using any other durable medium.
11. The Bank informs the Customer that:
  - the Bank's operations are regulated by the Polish Financial Supervision Authority and the President of the Personal Data Protection Office,
  - the Customer has the right to turn to the Financial Ombudsman for help,
  - the competent authority in charge of consumer protection is the President of the Office of Competition and Consumer Protection.
12. The Bank informs the Customer that he/she may opt for out-of-court dispute resolution procedures:
  - a) before the Banking Arbitrator at the Polish Banks Association, in accordance with the Consumer Arbitration in Banking Rules, which are available as at the Agreement signing date on the following website: [www.zbp.pl/pl-pl/dla-klientow/arbiter-bankowy](http://www.zbp.pl/pl-pl/dla-klientow/arbiter-bankowy) where the amount in dispute does not exceed PLN 12,000, based on a written or electronic application of the Customer with one of the following enclosures: a document confirming that the claim proceeding at the Bank has been closed or the Customer's statement that he/she has not received any reply to his/her claim from the Bank within 30 days of its submission;
  - b) before the Financial Ombudsman, on the terms specified in the Act of August 5, 2015 on Examining Complaints by Entities of the Financial Market and on the Financial Ombudsman, upon the Customer's application filed if his/her claims have not been accepted by the Bank. The Financial Ombudsman's website is available at: <http://rf.gov.pl/>;
  - c) before the Arbitration Court at the Polish Financial Supervision Authority in accordance with the Rules of that Court. For more information about the Arbitration Court visit the website at [https://www.knf.gov.pl/dla\\_konsumenta/sad\\_polubowny](https://www.knf.gov.pl/dla_konsumenta/sad_polubowny). The aforesaid websites provide the Customer with detailed information about the rules of dispute settlement by those entities. Before making a decision to refer the dispute to the Arbitration Court, the Customer(s) should read the Rules of the Court and the Rate Table.
13. The Customer may obtain detailed information about the rules of dispute settlement by the Banking Arbitrator, Financial Ombudsman or the Arbitration Court at the Polish Financial Supervision Authority referred to in Clause 12 above on the websites of these entities, i.e. [www.zbp.pl](http://www.zbp.pl) in the case of the Banking Arbitrator, [www.rf.gov.pl](http://www.rf.gov.pl) in the case of the Financial Ombudsman and [www.knf.gov.pl/regulacje/Sad\\_Polubowny/](http://www.knf.gov.pl/regulacje/Sad_Polubowny/) in the case of the Arbitration Court at the Polish Financial Supervision Authority. Before making a decision to refer the dispute to the Arbitration Court, the Customer(s) should read the Rules of the Court and the Rate Table.
14. The Bank may decide to credit the Card Account with the amount subject to a complaint promptly upon receiving such complaint. If the Bank finds the complaint to be groundless, it shall have the right to debit the Card Account once again with the amount subject to such complaint plus fees and commissions specified in § 6.1 and interest specified in § 6.2. The Bank shall not charge any fees for groundless complaints filed by the Customer.

## § 10

1. The Customer may withdraw from the Card Agreement, without stating reasons, by submitting a statement of withdrawal from the agreement within 14 days of:
  - a) conclusion of the Card Agreement;
  - b) receipt of the first Card, provided he/she has made no Transaction using this Card.
2. The above deadline shall be deemed met if - before its expiry - the Customer submits a statement of withdrawal via the CitiPhone telephone banking service, Citibank Online service or in writing. For a statement submitted in writing, the deadline shall be deemed met if the statement is sent before its expiry. The detailed information on addresses and telephone numbers is available on the website of the Bank. Such statement may be in the form specified in the "Statement of Withdrawal from the Citibank Credit Card Agreement" form, which is enclosed as Appendix 1 to the Card Agreement.
3. In the case of withdrawal, if the Customer has used the credit limit, the Customer shall return the amount of the executed Transactions to the Bank. Such return must be made promptly, but not later than in 30 days after the submission of the statement of withdrawal. If the amount of the executed Transactions needs to be returned due to the withdrawal from the Card Agreement:
  - a) The Bank shall charge no interest on the Non-Cash Transactions for the period from their execution to the return of the amount due;
  - b) The Bank shall charge interest on the Cash Transactions for the period from their posting date to the return of the amount due. Provided that the Customer has drawn down the entire Credit Limit granted, the interest for each day shall be:
    - in the case of the Credit Limit referred to in § 1.2 - PLN ;
    - in the case of the Credit Limit referred to in § 1.3 - PLN .

If the Customer fails to repay the Outstanding Balance by the above date, the Bank shall be entitled to receive contractual interest for the period until the entire Outstanding Balance is repaid to be calculated using the nominal interest rate applicable on the first day after the above period expires.

## § 11

1. The Customer may terminate the Agreement at any time upon 30-day notice.



2. Unless the Agreement provides otherwise, the Bank may terminate the Agreement at any time upon 2-month notice effective as at the end of a calendar month, provided on a durable medium. If the termination is caused by:
  - a) the Customer's failure to meet any of his/her obligations concerning the terms on which the Credit Limit was granted, as set forth in the Agreement;
  - b) negative assessment of the Customer's creditworthiness;  
the Bank shall indicate the relevant reason in the notice of termination.
3. The termination of the Agreement with respect to provisions applicable to the rules of granting and using the Credit Limit granted by the Bank shall also constitute a valid reason for termination of the Agreement with respect to provision of payment services and provision of Card-related services by electronic means by the Bank.
4. The Bank shall have the right to terminate any of the additional services provided under the Agreement upon 2-month notice. The termination of any of those services shall not result in the termination of the Agreement.
5. The Agreement termination notice may be submitted in writing, including via Citibank Online, or via the CitiPhone telephone banking service.
6. The termination of the Agreement shall trigger the expiration of any additional services and result in the closure of the 'Comfort' Installment Payment Plan, including the Loan to Card.
7. In the case of termination of the Agreement, the Customer shall be obliged to repay the Outstanding Balance in full not later than on the day following the lapse of the period of notice, subject to Clause 8 below. If the Customer fails to repay the Outstanding Balance in full within the set time limit, the Bank will be entitled to contractual interest charged on the principal amount for the period until the full repayment of the principal, at the rate specified in the Interest Rate Table in the item entitled "Interest rate charged on Non-Cash Card Transactions in the case of default on timely and full repayment of the Outstanding Balance as well as the interest rate charged on the Cash Transactions and Fund Transfers from the Card" in force on the day following the lapse of the period of notice applicable to the Agreement. This provision shall survive the termination hereof.
8. For Transactions executed before, but posted on the Card Account after the end of the period of notice hereunder, the Customer shall be obliged to repay them by the date specified in the call to pay, which, however, must not be shorter than 7 Business Days.
9. If the notice period expires on Saturday or a non-working day, the period of notice will be extended and expires at the end of the Business Day following that day.
10. The Agreement shall expire upon the Customer's death.

## § 12

Pursuant to generally applicable laws and regulations and in accordance with rules and principles set forth therein, the Bank may provide information relating to the conclusion and performance of this Agreement to authorized entities.

## § 13

Any matters not regulated under this Agreement shall be governed by the Terms and Conditions, which are incorporated herein by reference as an integral part hereof. In the case of any conflict between the Terms and Conditions and this Agreement, the parties shall be bound by the Agreement.

## § 14

1. The Agreement shall not be subject to Article 131.1.2(b), Article 131.2 and Article 131.3a of the Act on Universal Duty to Defend the Republic of Poland of November 21, 1967.
2. The Bank hereby informs the Customer that in cases defined in the Banking Law and the Act on Disclosures of Business Information and Exchange of Business Data, personal data of Customers may be passed to:
  - a) the Banking Register System kept by the Polish Bank Association with its registered office in Warsaw and to Biuro Informacji Kredytowej S.A. (Credit Information Bureau) having its registered office in Warsaw and, through their intermediation, to the financial institutions being subsidiaries of banks, in connection with liabilities arising under this Agreement. The said data may be processed by the aforesaid entities for up to 5 years after the expiry of the liability if the payment arrears under the Agreement exceed 60 days and if after the occurrence of such circumstances at least 30 days have lapsed from the date when the Bank informed such person about its intention to disclose such data;
  - b) credit bureaus – with regard to liabilities arising under agreements made with the Bank:
    - if their total value exceeds PLN 200, they are due for at least 30 days, and if at least one month has lapsed from a call to pay being issued to the Customer;
    - where 6 years have not lapsed from the liability due date or where 6 years have not lapsed from the claim determination date for claims determined by the final and absolute decision of a court or other authority designated to resolve particular types of cases or by a decision of an arbitration court, or for claims determined under a court settlement or under an arbitration court settlement or under a settlement facilitated by a mediator and approved by the court;
  - c) entities referred to in Article 6a through 6d of the Banking Law Act, including the ones to whom the Bank has commissioned the collection of its receivables.

## § 15

1. This Agreement shall be concluded upon signing by the parties.
2. The Customer shall receive the Agreement immediately after it is signed by the Bank. If any Understanding is signed, the Customer shall receive the confirmation of the agreed modifications.
3. The Understanding shall be effective after its terms are agreed on by the Bank and the Customer by the date agreed by both parties and after the Bank issues a positive credit approval.

## § 16

Any Understandings connected with the Agreement must be in writing, otherwise being null and void, provided that 'in writing' also means any forms considered by law as equivalent to 'in writing', including the electronic form as set forth in Article 7 of the Banking Law Act of August 29, 1997, such as the CitiPhone telephone banking service and Citibank Online.

## § 17

The Bank hereby warns of criminal liability under Article 297 § 1 of the Penal Code for the submission of a document that is forged, tampered with or unreliable, falsely certifies an untrue statement or is an unreliable written statement.

## § 18

During the term of the Agreement, the Customer shall be obliged to promptly notify the Bank:

- a) when the Customer files a petition for bankruptcy or is declared bankrupt;
- b) of any change of his Personal Data, telephone numbers and addresses, including email addresses, and of any significant change of the sources of his/her income and of any significant deterioration in the Customer's financial situation.

## § 19

1. I represent that I have read the contents and the terms and conditions contained in the Agreement and in the Terms and Conditions of Citibank Credit Cards before concluding this Agreement, I understand them and I have received the following documents:
  - a) "Consumer Credit Information Form";
  - b) "Credit Intermediary Data" form (if applicable);
  - c) "Statement concerning acceptance of currency risk in connection with applying for a Citibank Credit Card" form (if the currency of income is not the zloty);
  - d) "Statement of Withdrawal from the Agreement" form;
  - e) "Information on the Variable Interest Rate Risk" form;
  - f) "Information on Personal Data Processing";
  - g) Fee Information Document.
2. I represent that all the data and information provided to the Bank to conclude this Agreement are true.
3. I represent that:
  - a) I have received from the Bank all information required to make a decision concerning the credit liability being incurred;
  - b) the Bank has explained all doubts I have raised;
  - c) I am aware of the risks connected with the credit liability being incurred, including the risk related to the variable interest rate.
  - d) I am aware of the currency risk connected with the credit being incurred in a foreign currency, i.e. a currency different from the currency of my income, and I confirm the contents of the statements included in the form referred to in Clause 1(c) (if the currency of income is not the zloty).
4. The Parties have agreed that the Fee Summary referred to in the Terms and Conditions of Citibank Credit Cards shall be sent to the Customer in electronic form to the email address provided by the Customer or, at the Customer's request, in paper form to the mailing address. If no email address is available, the Fee Summary shall be sent to the Customer in paper form to the mailing address.

\_\_\_\_\_  
Signature of the Bank's representative

\_\_\_\_\_  
Customer's signature

**I agree to my spouse taking a loan at the Bank on the terms and conditions specified in this Agreement.**

\_\_\_\_\_  
First name and surname of the Customer's spouse

\_\_\_\_\_  
PESEL of the Customer's spouse

**I represent that I have received and read the Information on Personal Data Processing.**

\_\_\_\_\_  
Signature of the Customer's spouse

\_\_\_\_\_  
DATE (to be filled by the Bank's employee)