

Agreement on an Overdraft Facility in the Line of Credit Account ("Agreement")

concluded on in

by and between Bank Handlowy w Warszawie S.A., with its registered office in Warsaw at the following address: ul. Senatorska 16, 00-923 Warszawa, entered in the register of entrepreneurs of the National Court Register kept by the District Court for the Capital City of Warsaw, 12th Commercial Division of the National Court Register, under KRS number: 000 000 1538; tax identification number (NIP): 526-030-02-91; share capital: PLN 522,638,400, paid up in full (the "Bank"), with the participation of a credit intermediary

with its registered office in

First Borrower (name(s) and surname):

PESEL (Polish Resident Identification Number)/Passport

Address of residence

second Borrower (name(s) and surname):

PESEL (Polish Resident Identification Number)/Passport

Address of residence

holder(s) of a Personal Account ("Account") referred to in the Application for an overdraft facility in the line of credit account ("Application"),
ACCOUNT NO.

(hereinafter referred to as "Client(s)" or "Borrower(s)").

§1

1. The Bank commits to provide the Client(s) with the funds under the Revolving Credit Account in the form of an overdraft facility in the Line of Credit account ("Line of Credit") by the business day following this Agreement date at the latest.
2. The total amount of the overdraft facility in the Line of Credit account to be drawn by the Client ("Limit") amounts to PLN .
3. As at the Agreement date, the nominal annual interest rate applicable to the Line of Credit amounts to (%); the interest is variable and it shall be calculated in a manner specified in §6 hereof.
4. The total cost of the credit facility, i.e. of the Line of Credit drawn in full within the year shall amount to PLN , assuming that the cost of the credit facility shall not change on the terms laid down herein.
5. The total amount payable by the Client is PLN .
6. The PLN monthly fee for the maintenance of the payment account - Personal Account - shall amount to PLN , subject to changes specified in the Deposit Product Agreement or in the Bank Account Agreement for the "Citibank Personal Account".
7. The fee for executing an internal PLN transfer order or an internal FX transfer order in the Citibank Online electronic banking service shall amount to PLN .
8. The fee for executing a domestic PLN transfer order (other than an internal transfer order) in the Citibank Online electronic banking service shall amount to PLN .
9. The fee for cash withdrawals from the Bank's ATMs shall amount to PLN .
10. The fee for cash withdrawals from ATMs other than the Bank's ATMs shall amount to PLN .

11. The annual percentage rate as at the Agreement date amounts to , assuming that the PLN monthly fee for the maintenance of the payment account - Personal Account - amounts to PLN .
12. The Bank made the following assumptions when calculating the annual percentage rate for the Limit and the total amount due:
 - a) the nominal interest rate for the Line of Credit per annum as specified above, assuming that it is fixed throughout the lending period;
 - b) the Agreement is effective for a 3-months' period and the Bank and the Client have performed their obligations hereunder within the time frames specified herein;
 - c) the Client has made a one-off withdrawal of the total Limit amount upon the conclusion hereof;
 - d) the Limit is disbursed with the use of the highest possible fee for a given type of a Personal Account applicable to the most popular disbursement mechanisms provided for in the Agreement, to which the PLN domestic transfer orders and PLN internal transfer orders executed in the Citibank Online electronic banking service and the cash withdrawals at domestic ATMs belong. The fee is due and payable at the Agreement date;
 - e) the resulting outstanding balance will be repaid within 3 calendar months in monthly instalments, starting from the month following the withdrawal date. The amounts to be withdrawn or repaid by the Parties hereto do not have to be equal;
 - f) the withdrawal date shall be considered to be the commencement date;
 - g) each monthly instalment will cover the principal, interest and the monthly fee calculated as at the first day of each month for the maintenance of a particular PLN payment account - Personal Account - with which the Bank has provided the Line of Credit, pursuant to the table of fees and commissions (the "Table of Fees and Commissions") enclosed with the Terms and Conditions of Bank Accounts held with Citibank Bank Handlowy w Warszawie S.A. (the "Terms and Conditions of Bank Accounts");
 - h) intervals between the dates used for calculation purposes will be expressed in months, with an equal month considered to be 30.41666 days long;
 - i) 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 is ignored, and if it is equal to or higher than 5, the preceding digit is increased by 1.
13. Pursuant to the applicable Table of Fees and Commissions, the annual commission applicable to the Line of Credit shall amount to:
 - 0% in the first year, and in the following years to:
 - % of the Limit amount, but no less than PLN 50.
14. The funds granted as part of the Line of Credit shall be earmarked for the financing of the Client's/Clients' current consumption-related expenses.
15. Throughout the Agreement term, when the cash withdrawals, non-cash transactions, standing orders, payment instructions or transfer orders, internal transfer orders, SEPA transfer orders or FX transfer orders executed by the Client(s) are not covered by the positive Account balance, the Client may draw down the Line of Credit. The Limit withdrawal shall follow the application of the withdrawal mechanisms provided for the Account and set forth in the Terms and Conditions of Bank Accounts. The accrued interest, fees and commissions (where there are no sufficient funds in the Account to cover them) shall reduce the available Limit. In the case of any unpaid Limit, every payment into the Account shall constitute the repayment of the drawn down Limit and allow new debt to be incurred up to the unused part of the Limit, save for the provisions of §9(2).

§2

The Agreement is executed for an indefinite period. To be granted the Line of Credit, the Client(s) shall first conclude a Deposit Product Agreement. The costs of extending and using the Line of Credit depend on the type of Personal Account for which the Line of Credit has been granted.

§3

1. The Client may withdraw from the Agreement within 14 days of its conclusion.
2. The above deadline shall be deemed met if - before its expiry - the Client submits a statement of withdrawal via the Citibank Online electronic banking service, the CitiPhone telephone banking service, or in writing (also at the Bank's Branch). 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 Bank's website. The statement may be in the form specified in the sample "Statement of Withdrawal from the Agreement on an Overdraft Facility in the Line of Credit account" enclosed herewith as Appendix 1.
3. Where the Client withdraws from the Agreement in the manner specified in item 2, they shall credit the Account with the amount of the drawn down Limit augmented by the amount of the interest accrued for the period preceding the repayment date, and they shall do so without undue delay, but no later than within 30 days of the submission of the said statement. The daily periodic interest rate shall amount to PLN (assuming that the Limit has been withdrawn in whole at the Agreement conclusion date).

§4

1. The Client may terminate the Agreement at one-month's notice.
2. The Agreement may be terminated in writing, by submitting a written notice of termination (also at the Bank's Branch), or via the CitiPhone telephone banking service or the Citibank Online electronic banking service.
3. The Bank may terminate the Agreement at any time, at two-months' notice; the Bank shall name the cause of the termination if the termination results from:
 - a) the Client's failure to meet any of their obligations concerning the terms on which the Line of Credit has been granted under the Agreement;
 - b) a negative assessment of the Client's creditworthiness.
4. Where the Agreement is terminated, the amount of the Limit drawn down augmented by the accrued interest, fees and commissions shall be due and payable on the next day following the expiry of the notice period.
5. In the event that the Client fails to repay the outstanding balance during the notice period, the Bank shall be entitled to contractual default interest equal to twice the sum of the reference rate set by the National Bank of Poland and 5.5 percentage points (twice the statutory default interest). As at the date of this Agreement, the default interest is % per annum.
6. The Agreement shall expire upon the death of any of the Clients.

§5

1. At the Client's request, the Bank may change the Limit granted. The said change may involve increasing or reducing the Limit amount previously agreed on by the Bank and the Client. The Limit may be increased if the Client's creditworthiness complies with the Bank's requirements and if, each month, the Client credits the Account with the amount specified in the Application. The Bank will change the Limit based on the arrangements constituting an annex to the Agreement ("Arrangements"). The Bank shall charge a fee of PLN for changing the Limit, pursuant to the Table of Fees and Commissions.
2. No Arrangements relating to the Agreement or no other amendments to the Agreement shall be valid unless made in writing, provided that 'in writing' also means any forms considered by law as equivalent to 'in writing', especially the electronic form as set forth in Article 7 of the Banking Law of 29 August 1997, including the CitiPhone telephone banking service or the Citibank Online electronic banking service. If any amendments are introduced via the CitiPhone telephone banking service, the Client shall have the right to play back the recorded telephone calls introducing such amendments, and to receive the copies thereof.

§6

1. The interest rate applicable to the Line of Credit shall be calculated based on the variable interest rate, and it shall be the equivalent of the following maximum interest rates respectively:
 - a. in the case of the CitiKonto Personal Account - the maximum interest rate calculated in keeping with applicable laws;
 - b. in the case of the Citi Priority Personal Account - the maximum interest rate calculated in keeping with applicable laws, less 1.25 percentage point;
 - c. in the case of the Citigold or Citigold Private Client Personal Account - the maximum interest rate calculated in keeping with applicable laws, less 2.50 percentage point.
2. The Bank shall increase or decrease the interest rate applicable to the Line of Credit upon having increased or decreased the maximum interest rates respectively. The Bank shall increase or decrease the interest rate by the amount of the increased or decreased maximum interest rate respectively, on the first day on which the new interest rate takes effect.
3. The interest rate applicable to the Line of Credit may not be higher than the total of WIBOR 6M interest rate and 16 percentage points. If the maximum interest rate calculated in accordance with applicable laws is higher than:
 - a. in the case of the CitiKonto Personal Account - the total of WIBOR 6M interest rate and 16 percentage points;
 - b. in the case of the Citi Priority Personal Account - the total of WIBOR 6M interest rate and 16 percentage points, less 1.25 percentage points;
 - c. in the case of the Citigold or Citigold Private Client Personal Account - the total of WIBOR 6M interest rate and 16 percentage points, less 2.50 percentage points; the Bank shall apply the lower of these values, the Bank shall apply the lower of the values.
4. The Bank shall notify the Client of a change in the interest rate applicable to the Line of Credit on a durable medium and by publishing such information in the Client's Personal Account bank statement and on the Bank's website.
5. The maximum interest rate applicable to the Line of Credit must not exceed the legally permitted values.
6. The Bank shall have the right to decrease the interest rate applicable to the Line of Credit.
7. Please be advised that the application of a variable interest rate to the Line of Credit entails the risk of higher costs of maintaining the Line of Credit during the term hereof resulting from the changed interest rate.
8. The Bank shall charge interest on the amount of the drawn Limit for each calendar day of the existence of the debt equal to 1/365 of annual interest, or 1/366 of annual interest in a leap year, counting from the day the debt is assumed until the day preceding its repayment. If the total number of calendar days on which the Client drew down the Limit in a given billing period does not exceed 7 calendar days, interest will not be charged. If the total number of calendar days on which the Client draws down the Limit in a given billing period exceeds 7 calendar days, interest will be charged for the entire period of drawing down the Limit in a given billing period. Interest charged for a given billing period shall be specified in the next Account statement and it shall be due and payable as of the statement date.

§7

1. The Bank shall be entitled to change the Table of Fees and Commissions by increasing the existing Agreement-related fees or commissions or adding new ones in the event of:
 - a) the introduction of new services, provided that it ensures the proper performance of the Agreement, does not adversely affect the Client's/Clients' interests or increase the Client's/Clients' financial obligations under the Agreement when a new service is not used;
 - b) a change in the scope or the form of the services previously provided under the Agreement, provided that it ensures the proper performance of the Agreement and does not adversely affect the Client's/Clients' interests;
 - c) an increase in actual costs incurred by the Bank, i.e.:
 - costs of issuing new or changing existing recommendations, guidelines or decisions by authorities supervising the Bank's operations, resulting in an increase of the Bank's costs in connection with the provision of services under the Agreement;
 - costs of issuing new or amending any general laws or guidelines of supervising authorities pertaining to the performance of the Agreement and having impact on the increase of the Bank's costs in connection with provision of services under the Agreement;
 - the actual costs incurred by the Bank in connection with the provision of a service under the Agreement or an increase in the labor intensity of such a service, for which the fee or a commission is charged;whereby the change in any item listed in the Table of Fees and Commissions in such case may not exceed 200% of the previous value or constitute a cost increase by more than 200%;
 - d) the inflation rate (an increase in the prices of consumer goods and services) equal to at least 0.25% y/y, as published for the previous calendar month by Statistics Poland, whereby the change to any item listed in the Table of Fees and Commissions in such case may not exceed 200% of the previous value.
2. The Bank shall have the right to cancel or reduce fees or commissions set forth in the Table of Fees and Commissions.
3. The Table of Fees and Commissions shall be amended not more than once a quarter, whereby the changes resulting from the above items a), b), c), d) shall be communicated no later than within 6 months from the occurrence of the event.
4. The restriction of a change to a cap of 200% in relation to the previous value, as referred to in individual items of Section 1, 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.

5. The Bank shall promptly notify the Client(s) of each and every change in any fees and commissions specified in the Table of Fees and Commissions and the Terms and Conditions of Bank Accounts as regards the changes concerning the Line of Credit, but no later than 2 months prior to the proposed effective date of such change. The Bank shall deliver the amended Table of Fees and Commissions Terms and Conditions of Bank Accounts by post to the last mailing address specified by the Client, or by e-mail to the last Primary E-mail Address named by the Client. In such case, before the proposed effective date of the amendments, the Client shall have the right to terminate the Agreement, free of charge, as of the day on which the amendment was communicated to the Client, but no later than on the date the amendments enter into force. Instead of terminating the Agreement, the Client may also object to the proposed amendments. In such case, the Agreement shall expire on the day preceding the effective date of such proposed amendments. The Client's objection to the amendments shall be free of charge. Unless the Client terminates the Agreement or makes an objection in accordance with the above procedure, it shall be deemed that the Client has accepted the relevant provisions of the Agreement in their new wording.

§8

The Client(s) shall:

1. each month credit the Account with the amounts specified in the Application;
2. notify the Bank forthwith if a winding-up petition has been submitted or if they have been declared bankrupt;
3. notify the Bank forthwith of any personal data, address or phone number changes.

§9

1. The withdrawals made as part of the Limit, the interest accrued, and the fees and commissions charged, as well as the repayments of the outstanding balance made under the Agreement, are listed in the Account statement.
2. The Bank reserves the right to apply the following order of allocating the monthly payments to the Account towards the Bank's claims concerning the drawn down Limit:
 - a) fees and commissions due;
 - b) interest due on undrawn Limit;
 - c) the Limit drawn.
3. In the absence of regular monthly payments crediting the Account whose type and amount has been specified in the Application, the Bank shall take the following debt enforcement measures against the Client(s): written reminders sent by post, reminders over the phone and other actions to be taken outside of the Bank's premises.

§10

The Client may, at any time, repay in advance all or some of the outstanding balance by crediting the Account with the amount corresponding to the total or partial Limit drawn down, augmented by the interest accrued for the period of the actual Limit use, and by the fees and commissions due. The Client shall not be obliged to pay any interest on the repaid outstanding balance once the advance repayment has been made.

§11

1. Should the Client default on their financial obligations under the Agreement, the Client may be required to cover the legal costs and the enforcement proceedings-related fees pursuant to the Code of Civil Procedure of 17 November 1964, the Act on Court Costs in Civil Cases of 28 July 2005, the Act on Court Enforcement Officers of 22 March 2018, the Ordinance of the Minister of Justice of 22 October 2015 on attorney fees and the Ordinance of the Minister of Justice of 22 October 2015 on attorney-at-law fees.
2. The Agreement is not subject to Article 131(1) item 2(b) and Article 131(2) of the Act on Universal Duty to Defend the Republic of Poland of 21 November 1967.
3. The Bank hereby informs the Client(s) that, in cases defined in the Banking Law and in the Act on the Disclosure of Business Information and the Exchange of Business Data, the Client's/Clients' personal data may be transferred to:
 - 1) 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 the Bank has informed the Client about its intention to disclose such data;
 - 2) credit bureaus - with regard to liabilities arising under agreements made with the Bank:
 - if their total value exceeds PLN 200, they have been due and payable for at least 30 days, and at least one month has lapsed from the date the request for payment was sent;
 - 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;
 - 3) entities referred to in Article 6a through 6d of the Banking Law, including the ones to whom the Bank has commissioned the collection of its receivables.
4. The Bank may contact the Borrower in any matters relating to the performance hereof by:
 - 1) voice or text messages to the Primary Mobile Phone Number named by the Borrower;
 - 2) e-mail messages to the Primary E-mail Address named by the Borrower;
 - 3) letters;
 - 4) Citibank Online electronic banking service.

§12

1. The Bank hereby informs the Client that:
 - 1) the Bank's operations are supervised by the Polish Financial Supervision Authority;
 - 2) the Client has the right to turn to the Financial Ombudsman for help;
 - 3) the competent authority in charge of consumer protection is the President of the Office of Competition and Consumer Protection.
2. The Bank informs Clients that they may opt for out-of-court dispute resolution procedures:
 - before the Banking Arbitrator at the Polish Banks Association, in accordance with the Consumer Arbitration in Banking Rules applicable as at the Agreement date and available at <https://zbp.pl/dla-klientow/arbiter-bankowy>, when the amount in dispute

does not exceed PLN 12,000, based on the Client's written or electronic application with one of the following enclosures: a document confirming that the claim proceedings at the Bank has been closed, or the Client's statement that they have not received any reply to their claim from the Bank within 30 days of the statement submission date;

- before the Financial Ombudsman, on the terms and conditions specified in the Financial Market Entities' Examination of Complaints and Financial Ombudsman Act of August 5, 2015, on the basis of the Client's application filed if their claims have not been accepted by the Bank. The Financial Ombudsman's website is available at: <http://rf.gov.pl/>;
- 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/informacje_ogolne.

Before taking a decision to refer a dispute to the Arbitration Court, the Client should read the Rules of that Court and the fee rates table.

§13

1. I represent that:
 - a) I have received from the Bank all information required to make a decision concerning the credit liability being incurred; the Bank has clarified all doubts I have raised;
 - b) I am aware of the risks connected with the credit liability being incurred, including the risk related to the variable interest rate.
 - c) I am aware of the currency risk connected with the FX credit facility being taken out, i.e. in a currency other than the currency of my income (if income is denominated in a currency other than the Polish zloty).
2. I represent that all the data and information provided to the Bank and contained in the documents submitted for the purpose of granting the Line of Credit and concluding this Agreement is true.
3. 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 or unreliable, or attests an untruth, or a written statement that is unreliable.
4. I represent that I/we have read the contents and the terms and conditions of the Agreement and of the Terms and Conditions of Bank Accounts before concluding this Agreement and that I/we understand them and have received the following documents:
 - a) consumer Credit Information Form;
 - b) credit Intermediary Data Form (if applicable);
 - c) the statement of the Applicant of their acceptance of the currency risk (if income is denominated in a currency other than the Polish zloty);
 - d) the sample "Statement of Withdrawal from the Agreement on an Overdraft Facility in the Line of Credit Account";
 - e) the information on the credit risk and the variable interest rate risk;
 - f) "Information on Personal Data Processing".
5. All matters not stipulated herein shall be governed by the provisions of the Deposit Product Agreement or the Bank Account Agreement for the "Citibank Personal Account", including the provisions of the Terms and Conditions of Bank Accounts. All capitalised terms used but not defined herein shall have the meaning assigned to them in the Terms and Conditions of Bank Accounts.
6. The Agreement was concluded in:
 - a) traditional written form, in two identical counterparts, one for each Party, or
 - b) electronic form, meeting the requirements of written form, in the case of an Agreement concluded via Citibank Online electronic banking service.

Signatures

In the case of a joint account, the Agreement shall be made with all Account Co-holders who are Borrowers hereunder and assume joint and several liability for the obligations arising from the Agreement.

Signature of the First Borrower

Signature of the Second Borrower

Signature of the Bank's authorized signatory

I hereby agree to my spouse's taking out a credit facility.

I represent that I have received and read the information on personal data processing.

First name and surname of the Borrower's spouse

PESEL (Polish Resident Identification Number) of the Borrower's spouse

Signature of the Borrower's spouse