

GENERAL TERMS AND CONDITIONS OF CO-OPERATION WITH CORPORATE CLIENTS ("Rules")

These Rules contain the detailed provisions on providing by Bank Handlowy w Warszawie S.A. ("Bank") services related to operation of Accounts for Corporate Clients who have entered into the Bank Account Agreement with the Bank. The Rules, the provisions of the Act - Banking Law of 29 August 1997 (consolidated text: Journal of Laws of 2002, No. 72, item 665, as amended), hereinafter referred to as "the Banking Law", the provisions of the Civil Code and other laws and regulations, including the Foreign Exchange Law regulations apply to matters not regulated herein.

These Rules lay down the selected principles related to providing by the Bank payment services in the territory of the Republic of Poland or in trade with other Member States, defined in the Act on Payment Services of 19 August 2011 (Journal of Laws of 2011, No. 199, item 1175, as amended), with the provision that the Bank and the Account Holder agree that the application of the following Articles of the Act shall be excluded in full: Articles 17 to 32, Articles 34 to 37, Article 40(3) and (4), Article 45, Articles 47 to 48, Articles 144 to 146, and, for the avoidance of doubt, the Parties confirm that Article 44(2), Article 46(2) to (5) and Article 51 of the Act apply to the payment services provided by the Bank.

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CHAPTER 1. GENERAL PROVISIONS AND DEFINITIONS

Unless the content suggests otherwise, the following terms used in these Rules have the following meanings:

- 1.1. **Acceptor** - an entrepreneur who entered into an agreement with the settlement agent on accepting payments with the use of the Debit Card and also cash withdrawals in the form of the Cash Back Transaction;
- 1.2. **Automatic Deposit Account** - an interest-bearing savings account linked to the Account or to a subsidiary account, to which surpluses from the linked account are cross-posted.
- 1.3. **Bank** - Bank Handlowy w Warszawie S.A. with its registered office in Warsaw;
- 1.4. **Cash Back** - a transaction of cash withdrawal with the use of the Debit Card, made with the selected Acceptors offering this service and marked with the Cash Back symbol, preceded directly by the Cashless Transaction made with the use of the same card with the same Acceptor. The TF&C shall define the maximum amount of a single cash withdrawal within the framework of a Cash Back Transaction and the daily limits of cash withdrawals;
- 1.5. **CitiAlerts** - a service of transferring to Clients SMS messages and/or electronic (e-mail) messages concerning selected products offered by the Bank with such a service;

- 1.6. **Citibank Global Transfer** – a service enabling the Client to transfer funds to the Recipient's bank account specified by the Client, operated by any branch of a bank belonging to the Citigroup Inc. capital group, offering this service; the current list of the countries in which branches of banks belonging to the Citigroup Inc. capital group accept transactions of crediting funds to an account within the framework of the Citibank Global Transfer service is available on the Bank's website, in the Branches and in CitiPhone;
- 1.7. **Citi Mobile** – part of Citibank Online, an access channel to the Account Holder's funds enabling the Account Holder to submit instructions via the Internet with the use of a mobile phone, a tablet and other devices with similar functionality under the Agreement on Deposit Products and Rules of Bank Accounts for individual customers of the Bank;
- 1.8. **CitiPhone** – an access channel to the Account via the phone, making it possible to make Cashless Transactions and perform other instructions of the Account Holder;
- 1.9. **CitiPhone PIN** – a confidential six-digit number identifying the Representative for the purposes of telephone verification of the Representative's identity and of performing bank cash settlements via CitiPhone;
- 1.10. **Personal Data** – data processed by the Bank on any information carriers, applicable to the Account Holder or Representative, which identify these persons as natural persons. The personal data that have been disclosed to the public in the Register of Business Activities are not covered by the provisions of the Act on Personal Data Protection of 29 August 1997 (consolidated text: Journal of Laws of 2002, No. 101, item 926, as amended);
- 1.11. **Value Date** – a moment in time from which or to which the Bank calculates interest on the funds which have been debited or credited to the Account;
- 1.12. **Corporate Savings Account (CSA)** – a non-interest bearing bank account opened under the Agreement, intended for keeping cash and for performing certain bank cash settlements. The funds deposited in the Corporate Savings Account bear interest in accordance with the Interest Table. The CSA is operated only in PLN.
- 1.13. **Business Day** – any day other than a Saturday or a statutory holiday;
- 1.14. **Main Mobile Phone Number/Main Mobile Phone** – the basic mobile phone number specified by the Client for contacts with the Bank, used at the provision of services such as CitiAlerts, Authorization Code;
- 1.15. **Main E-mail Address** – the basic e-mail address specified by the Client for contacts with the Bank, used, for example, for sending a notification on the issue of electronic Bank Statements in Citibank Online and for the provision of additional services, including CitiAlerts;
- 1.16. **Identification of Incoming Call Numbers** – a functionality enabling identification of a Client calling CitiPhone from the Main Mobile Phone the basis of the entered CitiPhone PIN. The functionality is not available for the customers having joint operation of the Account and personal account.
- 1.17. **Payment Instrument** – a payment instrument within the meaning of the Act on Payment Services;
- 1.18. **Card** – a term used jointly for the Debit Card and Identification Card;
- 1.19. **Debit Card** – a debit card owned by the Bank, issued by the Bank to the Account Holder holding the card; the Debit Card user is the Representative. The Card shall be issued to the Account under the licenses held by the Bank; it shall be used for making Cashless Transactions, including Contactless Transactions, and Cash Transactions, in Poland and abroad, or for other services. The Debit Card shall give to the Representative a possibility to access the Account and a possibility of submitting Instructions through Branches, CitiPhone and ATMs and to make Cashless Transactions, including Contactless Transactions at points of sale marked with the card symbol, within the scope defined by the Account Holder in the Representative's Card. Whenever these Rules refer to the Debit Card, this shall apply to any of the debit cards issued to the Representatives of the given Account Holder;
- 1.20. **Identification Card** – a card used for identification of the Representative in CitiPhone, Citibank Online, and also Bank Branches. The identification card user shall be entitled to perform the operations within the scope defined by the Account Holder in the Representative's Card. The Identification Card is not a payment instrument, and in particular a payment card within the meaning of the generally applicable legal regulations; it cannot be used in ATMs or at points of sale. Whenever these Rules refer to the Identification Card, this shall apply to any of the identification cards issued to the Representatives of the given Account Holder;
- 1.21. **Corporate Client** – an account holder referred to as the Citibusiness Client or the Micro Business Segment Client in the previous versions of these Rules, in the Agreements and in other documents;
- 1.22. **Authorization Code** – a single-use code for authorization of Transactions/operation performed by the Client in Citibank Online;
- 1.23. **Identification Code** – confidential identification codes, including Card PIN, CitiPhone PIN, or other identifiers and the password(s) used for verification and logging into Citibank Online or CitiPhone – the term refers to all these codes jointly, to some of them or to one of them;
- 1.24. **Deposit Facility** – a product operated under the Agreement under which the Bank undertakes to pay to the Account Holder the defined amount previously deposited by the Account Holder, together with the due interest.
- 1.25. **Contactless Module** – an electronic device incorporated in the Debit Card, communicating with the contactless reader, making it possible to make Contactless Transactions;
- 1.26. **Recipient** – a natural person, a legal person and an organizational unit not being a legal person, with legal capacity granted by the Act, being a recipient of cash constituting the subject matter of the Transaction, in particular the Acceptor;
- 1.27. **Bank Branch** – an Organizational Unit in which the Bank provides services for the Account Holders;
- 1.28. **Contractual Term** – the contractual term of the term Deposit Facility;
- 1.29. **Payment Organization** – an organization conducting settlements of the Transactions made with the use of the Card, including the Cards issued within the given organization or within the framework of the CGT service; the information on Payment Organizations with which the Bank co-operates at Card issue and operation is available in CitiPhone, Branches and on the Bank's website;
- 1.30. **Package** – a set of bank products and services offered for a joint fee for the Package, assigned to the specific offer described by a separate Table of Fees and Charges;
- 1.31. **Member State** – a Member State of the European Union or a member state of the European Free Trade Association (EFTA) – a party to the agreement on the European Economic Area;
- 1.32. **Card PIN** – a confidential four-digit number identifying the Account Holder or the Representative for the purposes of making Transactions at ATMs, Cashless Transactions at certain points of sale, Cash Back Transactions (only with the use of the Debit Card), and also for identification in the Bank Branches;

- 1.33. **Direct Debit** - a domestic payment service in zlotys or a cross-border payment service in euro consisting in debiting the Corporate Client's Account when the Transaction was initiated by the Recipient on the basis of the consent granted by the Corporate Client;
- 1.34. **Account Holder** - an entrepreneur within the meaning of the Act on Freedom of Business Activity of 2 July 2004 or any other Act that will amend or replace it, i.e. a natural person, a legal person or an organizational unit not being a legal person to which legal capacity is granted by a separate Act, conducting business on such person's or unit's own behalf, including also partners of a partnership within the framework of business activity conducted by them, having full legal capacity and appearing as a party in the Agreement entered into with the Bank;
- 1.35. **CGT Transfer** - a foreign money transfer order executed within the framework of the Citibank Global Transfer service; the funds shall be available in the Recipient's account immediately after the money transfer order is placed;
- 1.36. **Account** - a settlement bank account or a set of bank accounts (main account or subsidiary accounts) of the Account Holder, maintained in Polish zlotys or foreign currencies in accordance with the applicable law, opened for the Account Holder by the Bank under the Agreement. In accordance with the Agreement, the main account shall be opened in Polish zlotys as the first account of the Account Holder in the Bank, and the remaining accounts shall be opened at a request of the Account Holder, on the terms and conditions defined in the Agreement and the Rules;
- 1.37. **Inactive Account** - an account in which no Transaction was recorded for consecutive 360 days, except for adding by the Bank the interest accrued on the amounts remaining in the account and collecting fees and charges;
- 1.38. **Rules** - General Terms and Conditions of Co-operation with Corporate Clients regulating the whole bank cooperation and related business collaboration between the Bank and the Account Holder. The Rules are incorporated in the Bank Account Agreement and all agreements entered into with the Bank if the Rules are referred to in them as being applicable. Pursuant to Article 109 of the Act - Banking Law and Article 384 of the Civil Code, the Rules are binding for the Account Holders, the Bank and any other persons through which the Bank provides services related to the operation of Accounts. In the case of any discrepancies between the Agreement content and the Rules, the Agreement provisions prevail;
- 1.39. **Rules of Electronic Provision of Services** - the Rules referred to in Article 8 of the Act on Electronic Provision of Services of 18 July 2002 (Journal of Laws of 2002, No. 144, item 1204, as amended), constituting the basis of electronic provision of services by the Bank. The Rules of Electronic Provision of Services are incorporated in these Rules;
- 1.40. **Representative** - a natural person having full legal capacity, authorized by the Account Holder to use the Account on the Account Holder's behalf and to the Account Holder's benefit in the relationships with the Bank in accordance with these Rules and to the extent arising from the Agreement. The Representative may be the same person as the Account Holder if the Account Holder is a self-employed natural person, in particular a freelancer. The scope of authorization of the Representative shall be defined by the Account Holder in the Representative's Card appended as Appendix No. 2 to the Agreement (Representative's Card). The forename and surname and the specimen signature of the Representative shall be presented in the Specimen Signature Card for the Account, appended as Appendix No. 1 to the Agreement. Hereinafter in these Rules, when operations related to the Account, carried out by the Account Holder, are referred to, it should be understood that these operations may be performed by the Representative or by several Representatives jointly in accordance with the authorization granted by the Account Holder. The type of representation, i.e. individual or joint, is defined in the Signature Specimen Card and in the Representative's Card. The principles of joint representation shall not apply for the Transactions ordered via Citibank Online, CitiPhone, ATM Transactions and at points of sale, made with the use of the Debit Card, including the Cash Back Transactions which are made by the Representative individually;
- 1.41. **SEPA** - the Single Euro Payments Area, an area in which consumers and entrepreneurs may make domestic and cross-border payments in euros, and also receive such payments.
- 1.42. **Citibank Online** - an electronic banking service ensuring access to the Account via the Internet and making it possible to make Cashless Transactions and perform other instructions of the Account Holder;
- 1.43. **Parties** - the Account Holder and the Bank, the parties to the Bank Account Agreement;
- 1.44. **Table of Interest Rates** - a table of interest rates communicated in the form of the Bank's announcement and available in CitiPhone, in the Bank Branches and on the Bank's web pages; the Table of Interest Rates shall be incorporated in the Agreement;
- 1.45. **POS Terminal** - a device used for direct contact with the Bank when payment is made to the Acceptor for the purchased goods or service with the use of the Debit Card;
- 1.46. **TF&C** - Table of Fees and Charges incorporated in the Agreement;
- 1.47. **Transaction** - a term used jointly for Cashless Transactions and Cash Transactions and other instructions submitted to the Bank by the Account Holder;
- 1.48. **Cashless Transaction** - a form of money settlement conducted in particular with the use of a money transfer order, Direct Debit, Debit Card, paper or IT data carriers, for example in a Branch, in CitiPhone or via Citibank Online;
- 1.49. **Cash Transaction** - a form of money settlement conducted in particular by cash depositing or withdrawal, for example in a Bank Branch;
- 1.50. **Contactless Transaction** - a cashless transaction made with the use of the Debit Card equipped with the Contactless Module, executed with the Acceptor at points of sale equipped with the POS Terminal with a contactless reader making it possible to identify the Debit Cards equipped with the Contactless Module. The TF&C shall define the maximum single amount of a Contactless Transaction and the daily limits of Contactless Transactions;
- 1.51. **Agreement** - Bank Account Agreement;
- 1.52. **Act** - Act on Payment Services of 19 August 2011 (Journal of Laws of 2011, No. 199, item 1175);
- 1.53. **Electronic Bank Statement** - a bank statement made available to the Clients after they log into Citibank Online. The Account Holder may request to receive notifications on the issue of Electronic Bank Statements in the form of a message sent to the Main E-mail Address;
- 1.54. **Paper Bank Statement** - a bank statement sent to the address for correspondence specified by the Account Holder, containing information on the change of the balance in the Account for the period specified by the Account Holder in the Agreement or in the Appendix to the Agreement;

- 1.55. **List of Limit Times** - the list of times of day defining the moment on a Business Day after which the Instruction is considered received on the first Business Day after such a day. The List of Limit Times shall be incorporated in these Rules and communicated in the Branches, in Citibank Online and on the Bank's website.

The Bank and the Account Holder agree that whenever the term "Instruction" is used in these Rules, the term shall include also a payment order within the meaning of the Act on Payment Services; the authorization of an instruction to make a disbursement, transfer or cash withdrawal shall be tantamount to authorization of the payment Transaction covered by such Instruction.

CHAPTER 2. BANK ACCOUNT AGREEMENT

- 2.1. The Bank opens and maintains the Accounts on the basis of the Agreement between the Bank and the Account Holder.
- 2.2. The Agreement may be entered into after the documents specified by the Bank have been submitted to the Bank, which applies in particular to the documents establishing the identity and legal status of the entrepreneur applying to enter into the Agreement and specifying the persons authorized to make declarations on the entrepreneur's behalf with regard to its financial rights and obligations. The Bank may specify the Account number to the Account Holder before entering into the Agreement, while taking into account the provisions of Section . 2.1. The Agreement shall be entered into in the written form by signing the Agreement by both parties. Account activation shall become effective after the Bank verifies the documents signed by the Client. Account activation shall be confirmed by sending the information to the Client in the form of an SMS or e-mail message to the Main Mobile Phone Number or Main E-mail Address specified by the Client.
- 2.3. The Bank reserves the right to refuse entering into the Agreement without stating the reasons, and also to demand additional documents from the Account Holder both before entering into the Agreement and during the Agreement term.
- 2.4. The Signature Specimen Card of the persons authorized to represent the Account Holder shall be incorporated in the Agreement. If there are no other arrangements, the Signature Specimen Card is in force for all accounts operated by the Bank for the Account Holder, both those opened before submitting the Specimen Signature Card to the Bank and those opened after its submittal. The Representative's Cards shall include the detailed description of the Representatives' rights. The Account Holder shall be responsible for genuineness of the signatures of the persons authorized to use the account that are listed on the Specimen Signature Card and on the Representative's Card if these signatures were not made in the presence of a Bank employee.
- 2.5. When entering into the Agreement and opening the Account, the Account Holder shall purchase the specific Package on the basis of the Agreement and the Rules. The Account Holder may use the products and services contained in the selected Package for an aggregated fee for the Package and may request access to other products offered by the Bank optionally, for a fee in accordance with the TF&C. Such access shall be possible after the Bank accepts the application submitted by the Account Holder.
- 2.6. The Account Holder may request a change of the Package. A change exclusively to a Package offered by the Bank in the given period shall be possible. The Account Holder may submit an instruction to change the Package in a Bank Branch or via CitiPhone, in accordance with the representation rules of the Account Holder in force for the given access channel to the Account. A fee in accordance with the TF&C shall be collected for Package change. The fee for Package change shall be calculated at the level in force for the Package used by the Account Holder on the day of such calculation.

CHAPTER 3. CURRENT ACCOUNT AND SUBSIDIARY ACCOUNTS

- 3.1. The Main Account is a current settlement account maintained in Polish zlotys and is offered as a non-optional element of the Package. Additional subsidiary settlement accounts shall be opened at a request of the Account Holder on the basis of the Agreement and the Rules.
- 3.2. Subsidiary accounts may be opened in the currencies defined in the Table of Interest Rates. A subsidiary account may be opened as an account of the Company Social Benefits Fund. This type of account is offered only in Polish zlotys.
- 3.3. The Instruction of opening and closing a subsidiary account, including the account of the Company Social Benefits Fund, may be submitted in writing or on the phone via CitiPhone, in accordance with the representation rules of the Account Holder in force for the given access channel to the Account.
- 3.4. As a consumer, an Account Holder being a self-employed natural person may open a "Citibank Personal Account" and use the possibility of linking the Account to the "Citibank Personal Account", provided that the "Citibank Personal Account" is a savings-settlement account not related to business activity conduct, opened for natural persons, and thus cannot be used by the Account Holder for making Transactions related to the conduct of business activity.

CHAPTER 4. INTEREST RATE ON THE ACCOUNT

- 4.1. Unless the Agreement provides otherwise, the funds held in the Account shall bear interest at a variable annual rate determined by the Bank.
- 4.2. The Bank may change the interest rate during the term of the Agreement. This change shall depend on the change of one of the following parameters:
- the interest rates on the domestic money market;
 - the level of any interest rates defined by the National Bank of Poland;
 - the rate of inflation measured by the Consumer Price Index;
 - the ratio of costs of financing the Banks activity;
 - the income obtained by the Bank from money deposits.
 - the level of the interest rate on the mandatory reserve established by the Monetary Policy Council (RPP);
 - WIBOR, LIBOR or EURIBOR.
- 4.3. A change in the interest rate shall not constitute a change of the Agreement and shall not require termination thereof. A change in the interest rate shall come into force as of the date specified by the Bank. The information on the interest rate in effect at any given time shall be notified to the public in the Bank Branches and shall also be available via CitiPhone and on the Bank's web pages.
- 4.4. The interest on the funds held in the Account shall be calculated in the currency of the Account from the date the deposit is made into the Account up to and including the day preceding the date the funds are withdrawn from the Account.

- 4.5. Unless stated otherwise in the Agreement, the interest on the funds held in the Account shall accrue for monthly settlement periods or, if the Agreement is terminated, until the day preceding the date the Agreement is terminated. The interest accrued within a given settlement period shall be added to the balance of the Account on the first day of the next settlement period or on the date the Agreement terminates, respectively.
- 4.6. The interest on the Account shall accrue for the actual number of days, at amount of 1/365 (for PLN, GBP, CZK, NOK, CAD, AUD, HUF) and 1/360 (for EUR, USD, CHF, DKK, SEK) of the annual interest for each day, counting from the day the deposit was made if it was a Business Day (if the day the deposit is made is not a Business Day, then from the nearest Business Day), to the day preceding the funds withdrawal, and shall be added to the Account in accordance with Section 4.5.

CHAPTER 5. FEES AND CHARGES

- 5.1. The Bank shall collect the fees and charges defined in the current TF&C appropriate for the given Package for the services provided in relation to operating the Account. The fee shall be collected in the next calendar month after the month in which the service was provided. The monthly fees for the Cards issued to the Representative and to the Account Holder shall be collected from the Main Account monthly, counting from the day of Card issue, throughout the Agreement term.
- 5.2. The fee for the Package shall be calculated monthly to the debit of the Main Account (or another account specified by the Account Holder). The monthly fee for the subsidiary account, if not included in the fee for the Package, shall be collected from such subsidiary account. The independent transaction fees and charges arising from the instructions submitted via CitiPhone or in Bank Branches shall be recorded on an ongoing basis to the debit of the Account specified by the Account Holder. In the remaining cases, the Account in which the Transaction was initiated shall be debited. Other fees shall be recorded to the debit of the Main Account. The Bank may collect a fee for the Package and other fees and charges by debiting another held by the Account Holder, to which the Holder authorizes the Bank hereby. If currency translation is necessary, the Bank shall apply the Bank's foreign exchange rate in force on the day the fee is recorded.
- 5.3. The Bank shall have the right to change the TF&C due to causes defined in Section . 4.2 of the Rules and in the case of:
- introducing new services, if this ensures proper performance of the Agreement, does not infringe upon the Account Holder's interests and does not lead to an increase of the Account Holder's financial burden under the Agreement if the Account Holder does not use the new service;
 - a change of the range or form of the services provided so far under the Agreement, if this ensures proper performance of the Agreement and does not infringe upon the Account Holder's interests;
 - an increase of the actual costs borne by the Bank, i.e.:
 - the costs related to the issue of new recommendations or decisions or a change of the existing ones by the authorities supervising the Bank's activity, contributing to an increase in the costs borne by the Bank in connection with service provision under the Agreement;
 - the costs related to the issue of new applicable laws and regulations or supervisory authorities' guidelines, applying to Agreement performance, contributing to an increase in the costs borne by the Bank in connection with service provision under the Agreement;
 - the actual costs borne by the Bank in connection with the provision of the service under the Agreement or an increase in work consumption of such a service, the fee for which is charged, while the change of any of the TF&C items in such a case cannot be higher than by 200% in relation to the existing amount and must constitute not more than a 200% cost increase;
 - an inflation (an increase in consumer prices) at a level of minimum 0.25% year-on-year, published for the previous calendar month by the Central Statistical Office, while the change of any of the TF&C items in such a case cannot be higher than by 200% in relation to the existing amount.

The Bank should notify the Account Holder on the change of the TF&C as soon as possible. TF&C changes do not require termination of the existing terms and conditions of the Agreement.

- 5.4. The Bank shall deliver the information on any change of the TF&C to the Account Holder, in the electronic or paper form agreed with the Account Holder. If within 30 days of the day of delivery of the information referred to in the previous sentence, the Account Holder does not submit a written notice of termination of the Agreement, the new rates of fees and charges shall be binding for the parties from the day of their introduction defined by the Bank, but not earlier than after a 30-day period following the delivery day. If the Agreement is terminated by the Account Holder, the termination shall be effective 30 days after delivering to the Account Holder the information on the TF&C change.

The information on the current levels of fees and charges shall be notified to the public in the Bank Branches and shall also be available via CitiPhone and on the Bank's web pages.

CHAPTER 6. BANK STATEMENTS AND OTHER CORRESPONDENCE

- 6.1. Unless these Rules provide otherwise, any notifications issued on its basis shall have the written form and shall be delivered by ordinary post to the last address for correspondence specified by the Account Holder.
- 6.2. Any notices, notifications and correspondence addressed to the Account Holder shall be deemed served:
- if delivered by person - on the actual receipt date;
 - if sent by mail - on the delivery date and in the event that they have been sent to the latest address notified by the Account Holder to the Bank and the return receipt has not been obtained, they shall be deemed served on the 14th day after dispatch.
 - if sent by e-mail so as to ensure that the Account Holder can read them (the Account Holder must previously select in writing such a form of receiving Bank Statements and other correspondence).
- 6.3. The Bank shall inform the Account Holder of each change of the Account balance in the manner agreed in the Agreement or in the respective application submitted in a Bank Branch. The Bank Statements confirming each debiting and crediting of the Account shall be delivered in the form specified in the Agreement, in the cycle specified by the Account Holder, in Polish or English. The above shall apply both to paper and electronic Bank Statements. Deviations from the above-described rules of delivering Bank Statements, save for Section. 6.18, shall be possible upon prior arrangements between the Account Holder and the Bank. For making the bank statement available, the Bank shall charge a fee in accordance with the TF&C.

- 6.4. The Bank may make available the Bank Statement for the Account by sending bank statements in the paper form to the address for correspondence or in the form of an Electronic Bank Statement after logging into Citibank Online.
- 6.5. If bank statements in the paper form sent to the address for correspondence were selected, the client will be able to request access to Electronic Bank Statements (issued for 36 months back) via Citibank Online. If the Account Holder applies at the same time, in accordance with the Account Holder's request, to receive, on the second Business Day after the limit date for issuing the bank statements, the notifications to the Main E-mail Address on the availability of these bank statements in Citibank Online.
- 6.6. The Bank reserves the right to refuse to grant access to the Electronic Bank Statement service for justified reasons.
- 6.7. The Account Holder shall have the right to cancel the Electronic Bank Statement service in the Branch, via CitiPhone or via Citibank Online. Cancellation of the Electronic Bank Statement service means the Account Holder's consent to receive paper bank statements sent to the last specified address for correspondence.
- 6.8. The Bank undertakes to make available the Electronic Bank Statement at the latest on the second Business Day after the date of its generation, understood as the last day covered by the bank statement, if the request for using the Electronic Bank Statement service was placed at least two Business Days before this date. Otherwise, the Electronic Bank Statement service shall start to be provided from the next bank statement generation cycle.
- 6.9. The Bank shall not be liable for irregularities arising from stating by the Account Holder an incorrect e-mail address for receiving notifications on the Electronic Bank Statement issue in Citibank Online.
- 6.10. The Bank shall not be liable for any delays in access or the lack of access to the Electronic Bank Statement service due to causes independent from the Bank. For security reasons and due to any other causes independent from the Bank, the Bank shall have the right to suspend access to the Electronic Bank Statement service for the period necessary for rectifying the existing risks or irregularities. If the period of the lack of access to the Electronic Bank Statement service exceeds 5 Business Days, the Bank reserves the right to take up bank statement sending in the paper form.
- 6.11. The Bank shall not be liable for any changes made in the Electronic Bank Statement content by the Account Holder. All changes in the Electronic Bank Statement content made by the Account Holder shall make the Electronic Bank Statement invalid.
- 6.12. Subject to Section. 6.18, the Account Holder shall be required to notify the Bank within 7 days if the Account Holder does not receive a bank statement sent by the Bank in accordance with the provisions of Sections 6.3, 6.4 or 6.5 of the Rules.
- 6.13. The Account Holder has a duty to check the Transactions and balances specified in the bank statement for the Account. The Account Holder must notify the Bank about an inconsistency of the balances or Transactions in the bank statement for the Account, as soon as possible, no later than within the statutory time limit from the day the payment account is debited or from the day when the Transaction was to be made. Failure to notify the Bank within the above-mentioned time limit shall mean that the Account Holder agrees with the information contained in the bank statement.
- 6.14. In the relations between the Bank and the Account Holder, the bank statement shall be the basic evidence confirming the correctness of the information contained therein, unless the Account Holder presents written evidence indicating an inconsistency between the contents of the bank statement and the state of facts.
- 6.15. If the Bank ascertains that it has made an error in any confirmation, bank statement, notification or any other document delivered to the Account Holder, the Bank shall promptly notify the Account Holder and remedy such error, in accordance with the terms of Section 6.16 of these Rules.
- 6.16. The Bank shall correct any accounting entries made erroneously, in particular as a result of crediting the Account with the funds not due to the Account Holder or caused by an obvious typing or calculation error, by making reversal entries. The Bank shall notify the Account Holder forthwith about such correction, through a bank statement or in a separate letter.
- 6.17. When bank statements are sent by the Bank more frequently than monthly, the Bank has the right to change the frequency of their sending to once a month if in the period to which the bank statement applies no change of the Account balance occurred except for adding by the Bank the interest accrued on the amounts remaining in the account and collecting fees and charges.
- 6.18. The Bank has the right to periodically suspend the sending of paper Bank Statements and Electronic Bank Statements, and to discontinue the sending of notifications of issue of electronic bank statements, exclusively due to important causes, and in particular if in the period to which the bank statement applies no change of the Account balance occurred except for adding by the Bank the interest accrued on the amounts remaining in the Account and collecting fees and charges or if the Bank starts to reasonably suspect that there is a risk of disclosing bank secrecy-covered information to a third party. In the period of suspension of sending bank statements, the Account Holder can obtain the information covered by the bank statement, and in particular the information on changes of the Account balance and on the Account balance, via CitiPhone.

CHAPTER 7. USING THE FUNDS IN THE ACCOUNT

- 7.1. The Account Holder may freely use the funds held in the Account within the limits of the balance available in the Account, with exceptions provided for in particular in Section 7.21 of the Rules.
- 7.2. The Bank shall execute the Account Holder's instruction if the funds in the Account are sufficient for the instructions to be carried out and for covering the fees and charges due to the Bank for instruction execution, unless a separate Agreement with the Bank allows the possibility of a negative balance in the Account or if no limitation exists for using the funds in the Account. The lack of funds sufficient for executing the instruction and for covering the fees and charges due to the Bank for instruction execution may constitute the basis for a refusal to perform the authorized Transaction in the case when:
 - 1) a separate Agreement does not allow the possibility of a negative balance in the account or
 - 2) a limitation exists as to using the funds in the account.
- 7.3. If the funds held in the current account are insufficient for executing all received instructions of the Account Holder, the Bank shall execute the Account Holder's instructions at the sequence of their receipt in the Bank, and if it is impossible or especially difficult to determine the sequence, the Bank shall determine the sequence of their execution without the Account Holder's participation, without being liable for failure to execute the instructions exceeding the balance of funds held.

- 7.4. The Bank may demand the Account Holder to provide additional oral or written explanations or provide documents considered necessary for the instructions to be carried out. The Bank shall have the right to refuse instruction execution if the contents of the Account Holder's instructions is erroneous or incomplete. The Account Holder shall be liable for compliance of the submitted instruction with the applicable laws and regulations, in particular with the Foreign Exchange Law, and also for obtaining the required foreign exchange permits and other necessary documents. The Bank shall refuse execution of the Account Holder's instruction in the case of a justified suspicion that its execution may violate any generally applicable laws and regulations.
- 7.5. The Account Holder must conduct business in accordance with the laws and regulations and must use the Account for the purpose defined in the Agreement and in accordance with the applicable laws and regulations; in particular, the Account cannot be used for settlements of Transactions covered by the anti-money laundering and anti-terrorism financing regulations. At the same time, the Parties agree hereby that the Account shall not be used for settlements of Transactions covered by international sanctions, including sanctions adopted by the United Nations, European Union and the United States of America, the information on the scope and nature of which is available on the websites kept by these organizations and, in the case of the sanctions imposed by the United States of America, on the website of the Office of Foreign Assets Control (OFAC), and also on the Bank's website.
- 7.6. The condition for executing the instruction is delivering to the Bank the complete and accurate instructions to the extent necessary for carrying out the Transaction defined in the Instruction in the Account. The Account Holder shall be responsible for the correctness and accuracy of the submitted instructions. If the instructions given are not executable, the Bank may refuse to carry them out. The Bank shall inform the Account Holder on the existing errors or on incompleteness of the instructions submitted by the Account Holder exclusively at a request of the Account Holder.
- 7.7. In the case of making domestic and foreign interbank settlements and receiving instructions of debiting or crediting the Account Holder's Account, the Bank shall perform the instruction only on the basis of the bank account number specified in the instruction. The Bank shall not be liable for damages caused by execution of such instructions.
- 7.8. The Bank shall not be liable for the consequences of executing instructions submitted by the Representatives, arising from different decisions taken by each of them. If the execution of one instruction precludes complete or partial execution of another instruction or raises doubts as to correct execution of the instruction by the Bank, the Bank shall have the right to abstain from their execution until a written evidence is presented of agreeing on the Representatives' standpoint or a legally binding court's decision on the method of using the Account is presented.
- 7.9. The Account Holder may submit instructions applicable to the Account only in the following forms - through the channels of access to the Account listed below:
- a) in a Bank Branch in the written form, in bank forms used or accepted by the Bank or orally, confirming the correctness of the submitted instruction in the confirmation presented by a Bank employee;
 - b) via CitiPhone;
 - c) via Citibank Online;
 - d) in the multifunctional ATMs specified by the Bank;
 - e) with the use of the Debit Card, when making Cash Transactions in ATMs or making Cashless Transactions, including Contactless Transactions, at points of sale, or making Cash Back Transactions.
- The Bank shall not be liable for erroneous instructions submitted by the Account Holder or authorized persons, or for the instructions submitted by these persons inconsistently with the Account Holder's intention.
- 7.10. Cancellation of the authorization to submit instructions, granted to the specific Representative in the Specimen Signature Card and Representative's Card, shall require the Account Holder's written instruction, subject to Section 7.13, and shall be effective for the Bank from the moment the Bank verifies the submitted documents and confirms their correctness and authenticity.
- 7.11. The Account Holder may submit to the Bank an instruction cancelling the authorization to submit instruction granted to the specific Representative via CitiPhone in accordance with the representation rules in force for this access channel, under the proviso that cancellation of a Representative being at the same time the Account Holder as a self-employed natural person or a partner of a partnership, when the Account Holders are partners of a partnership or persons who are members of an authority having the right to represent the Account Holder in accordance with the up-to-date copy of the respective register in which the given party is entered, shall require submitting the instruction in the form and following the procedure defined in Section 7.12.
- 7.12. The Bank shall verify the identity of the person submitting the instruction. The Bank reserves the right to refuse execution of the instruction in the case of any justified doubts as to the identity or rights of the person submitting the instruction, in particular in the case of using a wrong Identification Code or the lack of confirmation of other information used for such person's identification.
- 7.13. For reasons of ensuring security of the funds in the Accounts, the Bank may introduce security procedures with respect to each form in which the Account Holders submit instructions, and in particular, the Bank reserves the right to confirm by telephone money transfers made from the Account Holder's Account. In such a case, the Bank has the right to contact on the phone one of the Representatives, authorized by the Account Holder in the Representative's Card. The Bank has the right not to carry out an instruction if it is cancelled by the Account Holder or if, in the Bank's opinion, the telephone confirmation obtained is not identical to the content of the instruction delivered to the Bank.
- 7.14. The instructions of money transfers and withdrawals from the Account ordered to the Bank by the Account Holder in a currency different than the Account currency are translated by the Bank as per the foreign exchange rate of the Bank in force at the moment the Bank executed such an instruction.
- 7.15. The Bank reserves the right to refuse instruction performance for amounts smaller than 0.5 (half) of the unit of the given currency.
- 7.16. Disclaimer:
- a) unless agreed otherwise, the Bank shall not be liable for any losses of the Account Holder arising from exchange rate changes in the course of making foreign payments and entering into Foreign Exchange Transactions;
 - b) the exchange rates announced in the Bank's registered office or given by telephone are for information purposes only and are subject to changes during the day, unless the Bank undertakes to use the given foreign exchange rate or their level is not defined otherwise by the Parties.

- 7.17. Foreign exchange rates are made available by the Bank through:
- a publication on the Bank's website;
 - paper publications available in the Bank Branches;
 - Citibank Online;
 - CitiPhone.
- 7.18. When executing the payment instruction submitted by the Account Holder in a Member State's currency, for a recipient whose payment service supplier is located within the territory of a Member State, the Bank shall make sure that the supplier's account is credited with the payment Transaction amount not later than:
- until the end of the next Business Day after the moment of receiving by the Bank a payment instruction if the Payment Transaction is:
 - in Polish zlotys or in euro and to the account of the payment service supplier payable in the territory of the Republic of Poland,
 - in euro and to the account of the payment services suppliers in another Member State, and
 - to the end of the fourth Business Day after the Bank receives the payment instruction in the remaining cases.
- These time limits may be extended by another Business Day for payment Transactions initiated on paper.
- 7.19. The Bank shall have the right to refuse performance of an authorized payment instruction if:
- the Bank has justified reasons to believe that the execution of such an instruction is connected to criminal activity, or
 - for justified reasons, the Bank considers that its performance may lead to a violation of the foreign exchange liabilities arising from the Agreement, laws and regulations, principles or other duties, which are useful in the Bank's business, or
 - the Account Holder does not have at its disposal the funds necessary for instruction execution, or instruction execution (including the accrued fees and charges) would make the established limits exceeded or would violate the existing limitations, or
 - the instruction is unclear, incomplete or submitted in a different form than required, or
 - in other cases defined in the Rules or in an agreement with the Account Holder. If not prohibited by the applicable laws and regulations, the Bank shall deliver or make available to the Account Holder a notice of refusal to carry out a payment instruction, in particular with the use of means of remote communication, through the payment recipient or electronic means of communication.
- 7.20. The Bank has the right to block the possibility to use a payment instrument:
- for objectively justified reasons related to security of the payment instrument, in particular when all Accounts of the Account Holder obtained the Inactive Account status;
 - in connection with a suspected unauthorized use of the payment instrument or intentional causing of an unauthorized payment Transaction, or
 - in the case of a payment instrument with a credit facility, due to aggravation of the risk of losing creditworthiness by the Account Holder, including a situation where the Account Holder will be unable to repay the incurred liabilities.
- In the case of assigning the Inactive Account status to all Accounts of the Account Holder, access to the Accounts shall be reinstated by the Bank after the respective instruction is submitted in a Bank Branch by the Account Holder or a person authorized to order Transactions in accordance with the documentation possessed by the Bank. A change of the Inactive Account status to an active one is possible in CitiPhone only when at least one Account is active.
- If not prohibited by the applicable laws and regulations and not undesirable for security reasons, the Bank shall immediately notify the Account Holder about blocking the possibility to use the payment instrument and the underlying reasons, in particular with the use of means of remote communication, through the payment recipient or electronic means of communication.
- 7.21. In the case when the Transaction is initiated by the Account Holder as the payer, the Account Holder cannot cancel or modify the instruction after its receipt by the Bank. Cancellation or change of the instruction after this time limit shall only be possible with the Bank's consent and on the basis of a separate instruction given by the Account Holder. The Bank has the right to charge the Account Holder for the cancellation or change of a payment instruction.
- 7.22. The Bank has the right to change, without prior notice to the Account Holder, the charging option indicated by the Account Holder in the payment instruction, in order to ensure that the instruction is carried out properly, in accordance with the Act.

CHAPTER 8. MONEY TRANSFERS AND DIRECT DEBITS

- 8.1. The Bank shall consider that the Account Holder or Representative has authorized executing by the Bank the money transfer instruction, including a transfer with a future date or a standing order, in accordance with the submitted instruction, if the instruction was submitted by the Account Holder or Representative:
- personally in the Branch after prior verification of the Account Holder's or Representative's identity with the use of an identification document or with the use of the Debit Card or Identification Card, and entry of the Debit Card PIN or Identification Card PIN, respectively, and then confirmation of instruction submittal by the Account Holder's or authorized Representative's signature;
 - in an ATM after prior confirmation of the Representative's identity with the Debit Card PIN;
 - via CitiPhone in accordance with the principles of authorization of instructions submitted in this channel;
 - via Citibank Online in accordance with the principles of authorization of instructions submitted in this channel;
- 8.2. The Bank shall begin execution of the authorized payment instruction upon its receipt, save that the Bank and the Account Holder may agree that payment instruction execution begins:
- on a specified day,
 - at the end of the specified period,
 - on the day on which the Account Holder transferred to the Bank's disposal the funds for payment instruction execution.
- In the case when the payment instruction was received by the Bank:
- on a day not being a Business Day for the Bank or

- on a Business Day but after limit times defined by the Bank in the List of Limit Times, the payment instruction shall be deemed to have been received by the Bank on the first Business Day immediately following that day. The provisions of the previous sentence shall apply accordingly to the determination of the moment when the funds transferred to the Account are received by the Bank.

In the case of payment instructions requiring prior telephone confirmation of their correctness by an authorized Representative, the moment of confirming the instruction by the Representative shall be considered the moment the payment instruction is accepted for execution.

In the case of making Cashless and Cash Back Transactions with the use of the Debit Card, the moment of receiving the order shall be considered the moment the Bank receives from the Payment Organization the information (settlement file) concerning the Transaction.

- 8.3. The Bank shall execute money transfer instructions in the following currencies: AUD, CAD, CHF, CZK, DKK, EUR, GBP, HUF, JPY, NOK, PLN, SEK, USD. Money transfer instructions submitted via Citibank Online shall be executed in CHF, DKK, EUR, GBP, PLN, SEK, USD. If the Bank makes it possible to execute instructions in another currency than those listed above, these Rules shall apply without the need to make any changes.
- 8.4. The Account Holder must control the balance of funds in the Account held.
- 8.5. All payment Instructions authorized by Client and submitted to the Bank shall be deemed confirmed by the Client and ordered with the Bank for execution in a valid and effective manner. The Client cannot cancel or modify the payment instruction after its receipt by the Bank. Cancellation of a payment instruction received by the Bank shall be possible only with the Bank's consent and on the basis of a separate statement of the Client.
- 8.6. The Account Holder may establish a standing order or a one-off money transfer with a future date. In the case of establishing, modification or cancellation of the above instruction, the Account Holder must notify this fact to the Bank at least one Business Day before the order execution date. The order shall be executed on condition of ensuring in the given Account the sufficient amount of funds for one Business Day before the designated date of execution of a standing order or a money transfer with a future date. Failure to ensure in the given Account sufficient funds for one Business Day before the designated date of execution of a standing order or a money transfer with a future date may constitute the basis for refusing the acceptance of the authorized operation.
- 8.7. A standing order or a money transfer with a future date can be established only in Polish zlotys and the account specified for debiting must be operated in Polish zlotys, or otherwise execution of the authorized operation may be refused.
- 8.8. The Bank shall make available to the Account Holder as the payer the possibility of using the Direct Debit service, provided that the Bank has obtained the prior consent from the Account Holder to debit the Account Holder's Account with the amount of a payment Transaction initiated by the recipient, and other additional conditions that may arise from the rules of provision of the Direct Debit service adopted on the interbank market are met. As a payer, the Account Holder agrees for executing the payment Transaction initiated by the recipient within the framework of the Direct Debit service, by submitting a written instruction in a branch or through an instruction submitted in Citibank Online or CitiPhone. In the case of modification or cancellation of the Direct Debit service, the Account Holder must notify this fact in a Bank Branch not later than by the end of the Business Day preceding the Account debiting day agreed with the Bank.
- 8.9. The Bank executes Direct Debit in Polish zlotys or in euro (SEPA Direct Debit) upon the principles defined in the applicable laws and regulations. Direct Debit shall be executed on condition of ensuring in the given Account the sufficient amount of funds for one Business Day before its designated date of execution. Insufficient funds on the given Account for one Business Day before its designated date shall constitute the basis for a refusal to execute the Direct Debit.
- 8.10. In the case of Direct Debit, the payer may cancel the instruction not later than to the end of the Business Day preceding the agreed date on which the Account is to be debited.
- 8.11. If the Account of the Account Holder being a beneficiary of a money transfer specified in the money transfer order by the money transfer ordering party differs by the currency from the payment currency specified in the money transfer order received, the payment amount shall be translated to the currency of the credited Account at the foreign exchange rate in force in the Bank at the moment of order enforcement, with an exception of different arrangements between the Account Holder and the Bank.
- 8.12. The Account Holder may order to the Bank CGT Transfers in the Branches and in CitiPhone.
- 8.13. When executing instructions made from the Account within the framework of the CGT Transfer services to the Recipient's account operated in a different currency than the instruction currency, the Recipient's account shall be credited with the amount translated at the foreign exchange rate used by the Payment Organization making settlements within the framework of the service.
- 8.14. CGT Transfers shall be executed immediately and the Recipient's account shall be credited with the amount of the transferred funds upon execution of the CGT Transfer instruction. The possibility of making a CGT Transfer depends on the technical readiness of the Recipient's bank to accept a transfer within the framework of this service. The Bank shall inform the Account Holder on the possibility of making a money transfer within the framework of the CGT service before executing the CGT Transfer instruction.

CHAPTER 9. CASH DEPOSITS AND WITHDRAWALS

- 9.1. Deposits to the Account may be made:
 - a) in the form of money transfers to the Account made through other banks or post offices;
 - b) through ATMs specified by the Bank;
 - c) in the cash form in the Branches specified by the Bank;
- 9.2. In the case of deposits to the Account made in ATMs with the use of the Debit Card:
 - a) deposits can be made only to the account in PLN in ATMs in the domestic currency, in accordance with the instructions displayed on the ATM screen;
 - b) the provisions of Chapter 13 of these Rules shall apply accordingly to using the Debit Card in ATMs specified by the Bank.
- 9.3. The funds deposited to the Account shall be available in the Account immediately after the deposit is made.
- 9.4. In the case of deposits made in the Branches and in ATMs on different days than Business Days, the date of making the deposit shall be considered the first Business Day immediately following the day of making the deposit.

- 9.5. The cash deposit instruction shall be deemed authorized if:
 - a) it has been confirmed by the Debit Card PIN, or
 - b) for a deposit made in a Branch, it has been confirmed by the Account Holder's or Representative's signature, or
 - c) in the case of a device where Transactions are initiated by inserting the card, authorization takes place by physical insertion of the Debit Card into the device.
- 9.6. The Bank reserves the right to refuse to accept banknotes that are worn or withdrawn from circulation and also coins other than Polish zlotys, and also banknotes of other currencies than the currencies for which cash processing defined by the Bank for the given Bank Branch is carried out. In the case of counterfeit money, the Bank shall have the right to refuse their return.
- 9.7. The Bank shall accept for execution a cash deposit to the Account in a currency different than the currency of the Account specified in the instruction received, treating it as an instruction for settlement of a deposit to the Account specified in the instruction, after translation to the Account currency at the foreign exchange rate in force in the Bank at the moment of instruction execution by the Bank, save for separate arrangements between the Account Holder and the Bank.
- 9.8. The daily maximum limit of cash withdrawals in an ATM shall be defined in the TF&C.
- 9.9. The Bank reserves the right of withdrawals in the Bank Branches in foreign currencies only in the currencies and denominations for which cash processing services are provided. The Bank reserves the possibility of making a withdrawal of a foreign currency amount not being a multiplication of the minimal denomination defined by the Bank for the given Bank Branch, translated into Polish zlotys at the foreign exchange rate in force in the Bank. The Account Holder making a cash withdrawal in a foreign currency not being a multiplication of the minimal denomination defined by the Bank shall receive the remaining amount of cash withdrawal in Polish zlotys, translated into Polish zlotys at the foreign exchange rate in force in the Bank.
- 9.10. Cash withdrawals from the Bank's own ATMs shall always be made in Polish zlotys regardless of the currency of the account specified for settlements of ATM Transactions by the Account Holder.
- 9.11. The Bank shall define in the TF&C the amount above which the Account Holder should notify the planned cash withdrawal in advance. The advance cannot be shorter than 3 Business Days.
- 9.12. The cash withdrawal instruction shall be considered authorized if it was confirmed by the Debit Card PIN or Identification Card PIN or the Client's signature.

CHAPTER 10. CITIBANK ONLINE

- 10.1. The Account Holder may use Citibank Online. Access to Citibank Online is made possible starting from the day the Agreement is signed and made available after logging into the system with the use of an active Card for the Account.
- 10.2. The Account Holder may do the following via Citibank Online:
 - a) obtain the information on the Account balance and Transactions in the Account,
 - b) submit instructions and make Transactions in the Account,
 - c) file complaints and enquiries,
 - d) submit other instructions defined by the Bank.
- 10.3. Via Citibank Online, the Representative will be able to contact the Bank within the scope defined by the Account Holder in the Representative's Card, after the Bank performs electronic identification. The Bank shall not be liable for the instructions applicable to the Account submitted via Citibank Online by unauthorized persons if such persons passed the identification process.
- 10.4. All instructions submitted by the Account Holder or Representative via Citibank Online shall be considered confirmed by the Account Holder and ordered with the Bank for execution in a valid and effective manner.
- 10.5. Using Citibank Online by the Account Holder shall require the use of the appropriate devices and software enabling the Account Holder to obtain access to the Bank's website.
- 10.6. The Account Holder agrees for obtaining from the Bank the programs, computer files and devices necessary for using Citibank Online, as judged by the Bank.
- 10.7. The method of operation and using Citibank Online is described in the respective user manuals available on the Bank's web pages. The instructions referred to in the previous sentence define the detailed rules of electronic identification of the Account Holder's or Representative's rights assigned by the Bank and the rules of proceeding by the Account Holder in connection with accessing the Account via Citibank Online.
- 10.8. Electronic identification in Citibank Online consists in particular in entering the correct Identification Code.
- 10.9. The Account Holder and each of the Representatives must keep confidential all the information whose disclosure may cause inefficacy of the mechanisms ensuring the security of the Transaction ordered via Citibank Online, including Identification Codes.
- 10.10. If the Account Holder or the Representative(s) disclose the information referred to in Section 10.9 to third parties and making any Transactions with the use of Citibank Online by third parties, such Transactions shall be charged exclusively to the Account Holder. The Bank shall not be liable for damages consequential to using the information referred to in Section 10.9 and also personal data and the Account history by unauthorized persons.
- 10.11. If unauthorized use of Citibank Online is found or for safety reasons, especially in the case when the circumstances occur which might put at risk the interests of the Account Holder or the Bank, the Bank shall have the right to introduce additional procedures securing the Transactions made in Citibank Online or block access to Citibank Online for the time defined by the Bank.
- 10.12. For security reasons and due to any other causes independent from the Bank, the Bank shall have the right to temporarily suspend the provision of access to Citibank Online for the period necessary for rectifying the existing risks or irregularities.
- 10.13. For security reasons, the Bank shall establish the daily limit of Transactions made via Citibank Online. The daily limits of Transactions depend on the Representative's profile assigned by the Account Holder in the Representative's Card. In justified cases, regardless of the Transaction limits defined in the Representative's Card, the Bank reserves the right to unilaterally lower the daily Transaction limit. In justified cases, the Bank may also change the daily Transaction limit at a request of the Account Holder. The Bank reserves the right to refuse to make an authorized Transaction when the Account Holder exceeds the Transaction limit.

- 10.14. For security reasons, the Bank reserves the right to terminate a session with the Account Holder after the time designated by the Bank, counted from the moment of making by the Account Holder the last operation in Citibank Online.
- 10.15. The Account Holder undertakes to use Citibank Online in accordance with the applicable laws and regulations, including this Rules. Illegal use of Citibank Online may give rise to Agreement termination or blocking access to Citibank Online. The Account Holder undertakes not to transfer illegal contents via Citibank Online.
- 10.16. The information on changes in functionality within Citibank Online and on the dates such changes are to be made is available on the Bank's web pages, in CitiPhone or shall be sent to the Account Holder with the use of another electronic carrier.
- 10.17. The Bank shall not be liable for the lack of access to Citibank Online due to causes independent from the Bank.
- 10.18. The Bank shall not be liable for damages arising from failure to deliver or untimely delivery of Identification Codes in the form of SMS messages containing the information used for authentication of Transactions made via Citibank Online to the Main Mobile Phone Number specified by the Account Holder.
- 10.19. The Bank shall not be liable for damages arising from sending Identification Codes in the form of SMS messages containing the information used for authentication of Transactions made via Citibank Online to the Main Mobile Phone Number specified by the Account Holder if the Account Holder fails to submit an instruction requesting discontinuation of sending such messages.
- 10.20. The Bank shall not be liable for damages arising from obtaining by third parties access to the mobile phone whose number has been specified to the Bank by the Account Holder for the purpose of receiving Identification Codes in the form of SMS messages containing the information used for authentication of Transactions made via Citibank Online.
- 10.21. At any time, the Account Holder may submit in a Bank Branch the written order for immediate disconnection of the access to Citibank Online. For the purpose of having the access to Citibank Online reinstated, the Account Holder shall submit the respective order to a Bank Branch. Submitting an order for immediate disconnection of the access to Citibank Online shall not be tantamount to Agreement termination.
- 10.22. The amount of the fees charged for using Citibank Online shall be defined in the TF&C.
- 10.23. The instructions submitted via Citibank Online shall be considered authorized if the Account Holder or the Representative has granted the consent for their execution through:
 - a) logging into Citibank Online, submitting a complete instruction in the required form, confirming the instruction in accordance with the confirmation rules established in the bank documentation, in particular by selecting the appropriate function key used for delivering the instruction to the Bank - if the Bank does not require authorization by giving the appropriate Authorization Code, or
 - b) logging into Citibank Online, submitting a complete instruction in the required form, confirming the instruction in accordance with the confirmation rules established in the bank documentation, in particular by selecting the appropriate function key used for delivering the Transaction to the Bank and entering the appropriate Authorization Code - if the Bank requires authorization by giving the appropriate Authorization Code.
- 10.24. The Account Holder using joint operation of the Account together with the "Citibank Personal Account" described in Section 3.4 of these Rules may submit instructions from the Account via Citi Mobile only when logged in the system as an individual customer. Access via Citi Mobile is provided by the Bank to a limited extent and within the limits available on the basis of the Agreement on Deposit Products for individual customers of the Bank.

CHAPTER 11. CITIPHONE CUSTOMER SERVICE

- 11.1. To the extent agreed with the Bank, the Account Holder may obtain information and submit instructions concerning the Account on the phone via CitiPhone in accordance with the provisions of the Agreement and Rules and in accordance with the representation rules of the Account Holder in force for this channel of access to the Account. Using CitiPhone by the Account Holder requires the use of a telephone with the tone dialling function and getting through to the relevant number specified by the Bank.
- 11.2. With the use of CitiPhone, the Representative will be able to contact the Bank within the scope defined by the Account Holder in the Representative's Card, after the Bank performs the respective verification. Bank shall not be liable for instructions applicable to the Account submitted via CitiPhone by unauthorized persons if such persons passed the verification process.
- 11.3. All instructions submitted by the Account Holder or Representative via CitiPhone shall be considered confirmed by the Account Holder and ordered with the Bank for execution in a valid and effective manner. Blockage of the Card to the Representative's Account or the Account Holder's Account shall not preclude instruction submittal via CitiPhone.
- 11.4. The instructions submitted via CitiPhone shall be considered authorized if the Account Holder or the Representative has granted the consent for their execution by specifying the Card number and confirming CitiPhone PIN or exclusively by confirming CitiPhone PIN in a situation where the Client has the Incoming Number Identification functionality available.
- 11.5. The Account Holder or the Representative shall assign and change the CitiPhone PIN via CitiPhone.
- 11.6. The Account Holder and each of the Representatives must keep confidential all the information whose disclosure may cause inefficacy of the mechanisms ensuring the security of the Transaction ordered via CitiPhone, including Identification Codes, personal data and the Account history.
- 11.7. If the Account Holder or the Representative(s) disclose the information referred to in Section 11.4 to third parties and making any Transactions with the use of CitiPhone by third parties, such Transactions shall be charged exclusively to the Account Holder. The Bank shall not be liable for damages consequential to using the information referred to in Section 11.4 by unauthorized persons.
- 11.8. The use of CitiPhone PIN when using the CitiPhone service shall constitute for the Bank a confirmation of the instructions ordered by the Account Holder via CitiPhone and, at the same time, the authorization for their execution for the Bank. The above authorization shall be binding for the Bank also when the telephone instruction was issued by a different person than the Account Holder or Representative, if such a person specified the correct CitiPhone number.
- 11.9. The Bank shall have the right to abstain from executing the telephone instruction of the Account Holder if the Bank suspects that such an instruction has been submitted by an unauthorized person. In such a case, the Bank shall have the right to contact the Account Holder in order to obtain an additional confirmation of the submitted order.

- 11.10. The Account Holder agrees hereby to recording all phone calls with the Bank's representatives with the use of electromagnetic information carriers and for using such recordings as evidence. In the case of any disputes concerning the correctness of verbal verification in CitiPhone and the contents of the submitted instruction, the determinant evidence shall be the recording of the call under consideration on an electromagnetic information carrier. The purpose of recording is to ensure security of the funds in the Account.
- 11.11. The carriers containing the recordings of telephone instructions and also written confirmations of these instructions shall be archived pursuant to general provisions on the duration and method of archiving banking documents.
- 11.12. The Bank reserves the right to communicate with the Account Holder or the authorized Representative on the phone without prior notification of an intention to do it.
- 11.13. The Transactions of the Account Holder submitted on the phone shall be confirmed by the Bank in the form of a bank statement for the Account or, at a request of the Account Holder, in the form of a separate confirmation for which a fee shall be charged in accordance with the TF&C.

CHAPTER 12. CITIALERTS SERVICE

- 12.1. The CitiAlerts service activation or settings modifications may be performed in the Bank Branches, via CitiPhone or via Citibank Online, in accordance with the rules of representation of the Account Holder in force for the given access channel to the Account.
- 12.2. Each Representative may activate the CitiAlerts for themselves. Activation or modifications of the CitiAlerts service settings for other Representatives may be performed by the Account Holder or Representative, if authorized thereto by the Account Holder.
- 12.3. Depending on the type of the information transferred, messages are sent in real time (CitiAlerts Premium) or daily (CitiAlerts Standard).
- 12.4. Messages generated daily (CitiAlerts Standard) are sent from Tuesday to Saturday (except for the day immediately following statutory holidays). Messages shall be dispatched not later than on the second Business Day after the Transaction causing message generation.
- 12.5. The Bank undertakes to start sending messages at the latest on the third Business Day after the day the Account Holder submits the instruction of CitiAlerts service activation.
- 12.6. The level of fees collected for using the CitiAlerts service is defined in the TF&C.
- 12.7. The Bank shall not be liable for damages resulting from failure to deliver or untimely delivery of SMS or e-mail messages through the fault of third parties for whom the Bank is not responsible.
- 12.8. The Bank shall not be liable for damages resulting from obtaining by third parties access to the Main Mobile Phone Number of the Account Holder or Representative.
- 12.9. At any time, the Account Holder may submit an instruction to withdraw from the CitiAlerts service in a Bank Branch or via CitiPhone, in accordance with the representation rules of the Account Holder in force for the given access channel to the Account. Withdrawal from the CitiAlerts service shall not be tantamount to Agreement termination.
- 12.10. In justified cases, the Bank has the right to block access to the CitiAlerts service.

CHAPTER 13. CARD

- 13.1. After Account opening, the Bank shall issue at least one Debit Card or Identification Card. The Debit Card or the Identification Card shall be issued on the basis of the Agreement and the Rules. Depending on the Package selected by the Account Holder, the Account Holder has an option of receiving additional Cards for the fee for the Package or as an additional product, for a fee consistent with the TF&C.
- 13.2. The Bank shall inform the Client about the term of validity of the Card by specifying it on the Debit Card or shall transfer this information on a permanent information carrier.
- 13.3. The Cards shall be issued for the term of validity specified in the Card, and if none of the Parties submits a declaration on non-extending of the Agreement provisions concerning the Card at least 30 days before the expiry date of the Card, these provisions shall be deemed extended for the above-mentioned periods, respectively. The Bank shall inform in writing the Account Holder, to the last address for correspondence specified by the Account Holder, about its intention of not extending the term of validity of the Card. The term of validity of the Card shall not be extended also in the case when sending a message is associated with a risk of disclosing by the Bank to a third party the information constituting bank secrecy.
- 13.4. The Card may be used only by the Account Holder or by the Representative who is its user specified by the Account Holder.
- 13.5. The Cards should be used in accordance with the Rules, the Agreement and the generally applicable laws and regulations.
- 13.6. The Cards shall be issued to the Account Holder and Representatives in a Branch or shall be sent to the address for correspondence specified by the Account Holder, for the purpose of delivering them to the Representatives.
- 13.7. Immediately upon receipt of the Card, the Representative must sign it in an indelible manner and to activate it. Card activation shall be possible in CitiPhone or in a Bank Branch. In the case of a Card sent to the Account Holder by post, Card activation shall be tantamount to confirmation of acceptance of the shipment containing the Card in an intact condition.
- 13.8. The Bank shall be the owner of the Cards issued. The Account Holder undertakes to return the Cards at each request of the Bank. The Account Holder shall decide how many Representatives will be authorized to perform operations related to the Account. Each Representative may be the user of only one Debit Card or Identification Card .
- 13.9. Subject to Section 18.4, the Account Holder shall have the right to use the Card throughout its term of validity specified on the Card, expiring on the last day of the month specified on the Card:
 - a) in the Branches specified by the Bank;
 - b) via CitiPhone, having entered their CitiPhone PIN;
 - c) with the use of ATMs, having entered their Debit Card PIN;
 - d) by making Cashless Transactions at points of sale or Cash Back Transactions, confirming Transaction execution by signature or by entering Debit Card PIN;

- e) by making Cashless Transactions without physical use of the Debit Card via the Internet, on condition of being issued a Debit Card with such a functionality;
- f) by making Contactless Transactions with Acceptors marked with the MasterCard PayPass symbol.
- 13.10. Transactions made in an ATM, Cashless Transactions, including Contactless Transactions made at points of sale marked with the card symbol and Cash Back Transactions made with the use of the Debit Card are recorded in the Main Account, unless the Account Holder defines this otherwise. Depending on the Package held, re-linking the Debit Card to another subsidiary account of the Account Holder may be associated with debiting the Account with the fee in accordance with the TF&C. The Card may give access also to other subsidiary Accounts via CitiPhone or Citibank Online, and also in a Bank Branch if thus defined in the Representative's Card.
- 13.11. The Account Holder and the Representative must keep their Identification Codes strictly confidential. The Account Holder shall be liable for their disclosure.
- 13.12. The Representative shall assign and change the Card PIN through ATMs specified by the Bank, CitiPhone or in the Bank Branches. The Representative may change the Card PIN in Citibank Online.
- 13.13. Cash withdrawals from ATMs in Poland or abroad with the use of the Debit Card is subject to limitations on the basis of the applicable laws and regulations. The Representative shall have the right to withdraw from ATMs funds from the Account with the use of the Debit Card within the limits of the balance available in the current account appropriate for the given Debit Card, taking into account the Transaction limits and potential fees and charges.
- 13.14. The Representative may receive a printout from the ATM confirming the submittal of each instruction made via ATMs. The Account Holder acknowledges hereby that such a confirmation shall be a sufficient evidence of Transaction execution.
- 13.15. The Representative shall confirm the execution of - authorize - Cashless Transactions with the use of the Debit Card at points of sale by signature or by entering the Debit Card PIN, except that in the case of cash withdrawal within the framework of Cash Back, the confirmation (authorization) of cash withdrawal shall be exclusively entry of the Debit Card PIN. Transactions made by the Representative with the use of the Debit Card and confirmed by the signature or the Debit Card PIN shall be effective directly for the Account Holder, subject to Section 13.18.
- In the case of a Contactless Transaction:
- a) above the amount limit, the Transaction shall be considered authorized by confirmation of the Debit Card PIN or by signing;
- b) below the amount limit, the Transaction shall be considered authorized upon transfer of the Debit Card data recorded in the Contactless Module, required for Transaction execution, by nearing the Debit Card to the device making it possible to read the data saved in the Contactless Module.
- 13.16. Transactions made by the Representative with the use of the Debit Card shall be effective directly for the Account Holder without the need of confirmation of execution of such a Contactless Transaction.
- 13.17. Amounts of Transactions made in foreign currencies shall be translated into the settlement currency at the foreign exchange rate of the institution settling the Transaction, and then recorded in the Account appropriate for the Debit Card. When the currency of the Account appropriate for the Debit Card and the settlement currency are not the same, the Transaction amounts are settled as follows:
- a) in the case of cash withdrawals from the ATMs marked with the Citi or Citibank logo, Transactions are translated from the settlement currency - American dollar (USD) to the currency of the Account appropriate for the Card at the foreign exchange rate in force in the Bank at the moment of Transaction execution, and if the Transaction currency and the currency of the Account appropriate for the Card are the same, the Transaction is recorded without currency translation;
- b) in the case of the other Transactions, until 1 January 2014 Transactions shall be translated from the settlement currency - euro (EUR) - to the currency of the Account appropriate for the Card at the foreign exchange rate consistent with the most recent Table of Foreign Exchange Rates in force in the Bank on the day the Transaction is recorded;
- c) in the case of the other Transactions, starting from 2 January 2014 Transactions shall be translated from the settlement currency - American dollar (USD) or pound sterling (GBP) for the Transactions made in these currencies or, in the remaining cases, from the settlement currency - euro (EUR) - to the currency of the Account appropriate for the Card at the foreign exchange rate consistent with the most recent Table of Foreign Exchange Rates in force in the Bank on the day the Transaction is recorded.
- 13.18. The above foreign exchange rates are available on the Bank's website (www.citihandlowy.pl), in CitiPhone or in the Branches. The Transactions made with the use of the Debit Card are recorded in the Account appropriate for the Debit Card immediately after the Transaction is made, provided that until 2 January 2014 domestic or foreign Cashless Transactions and Cash Back Transactions shall be recorded in the Account maintained in euro (EUR), if it is the Account appropriate for the Card at the moment the Transaction is made, or in the Account maintained in zlotys (PLN) in any other case.
- Cashless Transactions made with the use of the Debit Card may be executed from the account maintained in zlotys (PLN) or from the account maintained in euro (EUR). Starting from 2 January 2014, domestic or foreign Cash Transactions, Cashless Transactions and Cash Back Transactions made with the use of the Card may be executed from the Account maintained in zlotys (PLN), euro (EUR), American dollars (USD) or pounds sterling (GBP) if it is the Account appropriate for the Card at the moment the Transaction is made, or from the Account maintained in zlotys (PLN) in any other case.
- If a Transaction is made with the use of the Debit Card, the moment of receiving the order shall be considered the day the Bank receives from the Settlement Institution the information (settlement file) concerning the Transaction.
- 13.19. The Debit Card Holder shall be charged with Transactions executed remotely, without physical presentation of the Debit Card, if they have been confirmed with the correct Card PIN or CitiPhone PIN.
- 13.20. In the case of Card destruction, loss or theft or disclosure of the Card data to an unauthorized person, the Representative or the Account Holder must immediately cancel the Card in a Bank Branch or via CitiPhone.
- 13.21. The Bank shall confirm the acceptance of the Card cancellation notification in the written form if the notification is made in a Bank Branch or in the oral form if the notification is made via CitiPhone.
- 13.22. The Bank shall have the right to cancel the Card, at any time, due to important reasons, for the purpose of protecting the Account Holder's funds. The Bank shall immediately inform the Account Holder about the cancellation made.
- 13.23. Card cancellation shall not be tantamount to Agreement termination.

- 13.24. Cancellation of the Card shall mean that it is impossible to use the funds in the Account with the use of the Card, which includes making Cash and Cashless Transactions, and also to order authorized payment Transaction in Citibank Online. Card cancellation does not block the possibility of ordering Transactions via CitiPhone.
- 13.25. For security reasons, the Card number and expiry date should not be disclosed to third parties for other purposes than making Transactions.
- 13.26. The Account Holder shall be fully responsible for the Transactions made with the use of the Card by an unauthorized person to the moment of Card cancellation by the Representative or the Account Holder, except for the situations referred to in the Rules, the Agreement or the Act.
- 13.27. The Account Holder shall be fully responsible for the Transactions confirmed with correctly entered Identification Codes, resulting for a culpable act or omission of the Account Holder or the Representative, with the exceptions referred to in the Rules, the Agreement or the Act.
- 13.28. If the Account Holder or the Representative puts into question a Transaction made with the use of the Identification Code, the Bank may cancel the Debit Card and refer from its reissue until the matter is clarified.
- 13.29. In the case of loss, theft, renewal or replacement of the Card, the Bank may send the newly issued Card to the Account Holder to the address for correspondence most recently specified by the Account Holder.
- 13.30. The Bank shall be liable for Transactions upon the rules laid down in the generally applicable laws and regulations, including those laid down in the Act. Except for the case of Card cancellation, the Bank shall not be liable for damage consequential to the use of the Card and Identification Codes by an unauthorized person. Regardless of the amount, the Bank shall not be liable for the Transactions if the Account Holder or Representative:
- keeps the Card without due care;
 - keeps the Card together with the Identification Codes;
 - does not duly protect the Identification Codes;
 - does not notify Card loss or destruction immediately to the Bank;
 - makes available the Card, its number, its expiry date or its Identification Codes to unauthorized persons;
 - uses the Card otherwise than intended.
- 13.31. The Bank shall not be liable for a refusal to execute a Transaction with the use of ATMs or to execute Cashless Transactions at points of sale or Cash Back Transactions with the use of an unsigned Debit Card, if Transaction execution is confirmed by a signature inconsistent with that on the Debit Card or in the case of entering a wrong Card PIN.
- 13.32. The Account Holder shall be fully liable to the Bank for any and all consequences of using the Card by the Representative and third parties, with the exceptions referred to in the Rules, the Agreement or generally applicable laws and regulations, including those referred to in the Act.
- 13.33. If the Representative uses the Card in breach of the Rules, the Agreement and laws and regulations, the Account Holder must notify the Bank forthwith, requesting Card cancellation.
- 13.34. The Parties allow the possibility of withdrawing from the Debit Card or Identification Card by the Account Holder without concomitant termination of the Agreement, but withdrawing by the Account Holder from all Cards held shall be tantamount to Agreement termination. In such a case, the provisions of Chapter 17 of these Rules shall apply accordingly.

CHAPTER 14. DEPOSITING IDLE CASH

- 14.1. The Account Holder may invest idle cash in the Deposit Facility, Corporate Savings Account or Automatic Deposit Account.
- 14.2. The Account Holder may submit to the Bank an instruction for Deposit Facility opening. Upon submitting the instruction, the Account Holder shall define the currency, the amount, the type, the Contractual Term, the renewal option.
- 14.3. This Deposit Facility may bear:
- fixed interest;
 - variable interest (this product is not currently offered to Clients);
- 14.4. The Table of Interest Rates defines the Contractual Periods, the minimum amounts of the Deposit Facilities, the available currencies and the interest rates.
- 14.5. The Deposit Facility shall be opened on the basis of the Agreement and the Rules after money transfer from the Account specified by the Account Holder or the Representative submitting the Deposit Facility opening instruction. After the Deposit Facility expires or is terminated early, the funds along with the interest are transferred to the same Account from which the Deposit Facility has been created. If the Deposit Facility expires, the funds shall be available for the Account Holder on the maturity date of the Deposit Facility. If the Deposit Facility is terminated early, the funds shall be made available on the day the instruction for early termination of the Deposit Facility is received and at the latest on the next Business Day after such an instruction is received.
- 14.6. If the Representative submits the instruction for Deposit Facility establishment on a different day than a Business Day, the Deposit Facility shall be established on the nearest Business Day.
- 14.7. If the maturity date of the Deposit Facility falls on a day other than a Business Day, the Deposit Facility shall mature on the nearest Business Day.
- 14.8. For all Deposit Facilities, the Contractual Term shall be counted on the basis of the actual number of days.
- 14.9. In the case of Deposit Facilities, interest shall accrue at a level of 1/365 (for PLN and GBP) and 1/360 (for EUR, USD) of the annual interest for each day after the day the Deposit Facility was established or renewed to the penultimate day of the Contractual Term, and shall be added, in accordance with the Account Holder's instruction, to the balance of the Deposit Facility or current Account, on the maturity date of the Deposit Facility, unless the Deposit Facility has been established upon different conditions.
- 14.10. The interest on the Deposit Facility shall be established, in accordance with the instruction of the Account Holder, at a fixed interest rate in force in the Bank on the first day of the Contractual Term. The fixed interest rate shall not be changed within the contractual term of the Deposit Facility, while the variable interest rate may be changed by the Bank in the case of a change of at least one of the parameters referred to in Section 4.2 of the Rules.

- 14.11. The Bank shall open the Corporate Savings Account and the Automatic Deposit Account on the basis of the Agreement and the Rules, in accordance with the instruction submitted by the Account Holder in writing or on the phone via CitiPhone in accordance with the representation rules of the Account Holder in force for the given access channel to the Account.
- 14.12. The Corporate Savings Account is an interest-bearing Account payable on demand, intended for storing funds and to conduct money settlements.
- 14.13. The Automatic Deposit Account is a subsidiary Account linked to the current Account maintained in the same currency, specified by the Account Holder. At the end of each Business Day, all funds held in this current Account, at a level exceeding the threshold amount defined by the Account Holder, shall be automatically transferred to the Automatic Deposit Account. On the other hand, in a situation where there are insufficient funds for Transaction execution in the specified current Account, the lacking amount shall be automatically collected from the Automatic Deposit Account, if this is an available amount, for the purpose of increasing the balance in the current Account. Due to automatic transfers of money between these accounts, by authorizing the Representative to use one of the linked account, the Account Holder shall at the same time grant to the Representative the rights to one of them.
- 14.14. Unless the Agreement provides otherwise, the funds held in the Corporate Savings Account or the Automatic Deposit Account shall bear interest at a variable annual rate determined by the Bank.
- 14.15. A change in the interest rate in the Corporate Savings Account or the Automatic Deposit Account shall not constitute a change of the bank account agreement and shall not require termination thereof. A change in the interest rate shall come into force as of the date specified by the Bank. The information on the interest rate in effect at any given time shall be notified to the public in the Bank Branches and shall also be available via CitiPhone and on the Bank's web pages.
- 14.16. The interest on the funds held in the the Corporate Savings Account or the Automatic Deposit Account shall be calculated in the currency in which these Accounts are maintained, starting from the date the deposit is made into the Account up to and including the day preceding the date the funds are withdrawn.
- 14.17. Unless stated otherwise in the Agreement, the interest on the funds held in the Corporate Savings Account or the Automatic Deposit Account shall accrue for monthly settlement periods or, if the Agreement is terminated, on the day preceding the date the Agreement is terminated. The interest accrued within a given settlement period shall be added to the balance of the Corporate Savings Account or the Automatic Deposit Account on the first day of the next settlement period or on the date the Agreement terminates, respectively.
- 14.18. The interest on the Corporate Savings Account or the Automatic Deposit Account shall accrue for the actual number of days, at an amount of 1/365 of the annual interest for each day, counting from the day the deposit was made if it was a Business Day (if the day the deposit is made is not a Business Day, then from the nearest Business Day), to the day preceding the funds withdrawal, and shall be added to the Account in accordance with Section 14.17.
- 14.19. The Bank shall collect the fees and charges defined in the current TF&C appropriate for the given Package for the services provided in relation to operating the Corporate Savings Account or the Automatic Deposit Account.
- 14.20. The variable interest rate on the Deposit Facilities, the Corporate Savings Account and the Automatic Deposit Account may be changed by the Bank if the premises listed in Section 4.2 occur.
- 14.21. The Deposit Facilities, the Automatic Deposit Accounts and the Corporate Savings Accounts cannot be used by the Account Holder for investing idle cash not related to the conduct of business activity.
- 14.22. The information on the Deposit Facilities shall be visible in Citibank Online for all Representatives, regardless of whether they have access to the Account from which the Deposit Facility has been established or not.

CHAPTER 15. SCOPE OF BANK'S LIABILITY

- 15.1. The Bank shall be liable for actual damage (except for lost opportunities) arising from a failure to perform or inadequate performance of its obligations, unless such non-performance or inadequate performance is the result of circumstances for which the Bank is not responsible. The Bank shall not be liable for damages resulting from:
 - a) a failure to fulfill its obligations caused by the action of force majeure. Force majeure means any event occurring for reasons beyond the Bank's control, and includes, inter alia, the actions of public authorities, strikes, natural disasters, riots, acts of war, and acts of terror;
 - b) events under the Account Holder's influence or control, including those that are the consequence of the Account Holder's failure to perform or inadequate performance of the terms of these Rules or the Agreement or other agreement to which the Rules apply;
 - c) carrying out a forged instruction, unless when carrying out such an instruction the Bank was in breach of the procedures in force at the Bank;
 - d) not carrying out by the Bank instructions that are illegible, damaged, incomplete or otherwise defective;
 - e) the Account Holder's being sent erroneous information, unless the errors were caused by the Bank's intentional fault;
 - f) carrying out instructions submitted by the Account Holder via Citibank Online, CitiPhone, or in the Bank Branches;
 - g) using Citibank Online by the Account Holder, unless caused through the Bank's intentional fault. In particular, the Bank shall not be liable for damage sustained by the Account Holder if:
 - the Account Holder is unable to use Citibank Online because of a failure of the telecommunications equipment provided to the Account Holder or to the Bank by third parties, or if the information received by the Account Holder or the Bank is inaccurate, incomplete or delayed as the result of such damage or failure;
 - the damage was caused by interruptions in communications, damage or delays related to banking and financial services via Citibank Online that are the result of circumstances for which the Bank is not responsible;
 - the damage is the result of third party's access to Citibank Online or an offence against the law;
 - the damage is the result of disclosing by the Account Holder the Identification Codes to third parties or of unduly protection of the Identification Codes;
 - h) an interruption in the provision of services caused by a failure of the Bank's IT systems;

- 15.2. The Bank shall not be liable to the Account Holder for a reduction in the value of the funds in the Account Holder's Account or for lack of access to such funds in connection with restrictions on currency conversion or the possibility of funds transfers consequential to a decision of the Polish authorities, seizure or compulsory transfer of funds, or for any similar events beyond the Bank's control.
- 15.3. The Deposit Facilities and other liabilities of the Bank in any currency shall be payable exclusively in the Bank in the territory of the Republic of Poland and shall be governed by the laws and regulations of the Republic of Poland, including but not limited to the Act - Banking Law and the Act - Foreign Exchange Law.
- 15.4. Subject to Sections 15.1. b) and d)-h) above, in the event of the Bank's culpable failure to carry out the Account Holder's instructions in time, the Bank must pay to the Account Holder a contractual penalty representing the equivalent of the statutory interest calculated on the amount to which the instructions related for each day that the time limit is exceeded, but in total no more than 5% of the entire amount under the instruction that was not carried out in due time. The Account Holder shall not have the right to demand indemnification exceeding the contractual penalty.
- 15.5. If there is no instruction of the Account Holder, the Bank may choose, at its discretion, a correspondent that is a third party or an agent and use the services of the correspondent or agent to the extent necessary for the Bank to fulfill its obligations in respect of operation of the Account.
- 15.6. In accordance with the Act on the Bank Guarantee Fund ("Act on BGF"), the Bank is an entity covered by the mandatory system of guaranteeing the funds deposited in bank accounts or due as receivables confirmed by documents issued by the Bank, upon the following principles:
- The purpose of the mandatory system of guaranteeing funds is to ensure to the depositors that they will be able to withdraw the guaranteed funds if they are unavailable, up to the amount laid down in the Act on BGF.
 - The object covered by the guarantees of the Bank Guarantee Fund ("BGF") are the funds deposited in the Bank by the depositor in personal Accounts and the depositor's amounts receivable resulting from other bank operations, in the Polish currency or in foreign currencies, as at the day of suspending business conduct by the Bank, confirmed by personal documents issued by the Bank, increased by the due interest accrued up to the day the guarantee condition was met - up to the amount set forth in the Act, except for securities other than the securities covering only cash receivables and the funds declared in a legally binding judgment as originating from an offence provided for in Article 299 of the Penal Code. The BGF guarantees do not cover deposits (receivables from the Bank) resulting from the following entered into with the Bank:
 - a) bank operations not confirmed by a personal document issued by the Bank (e.g. a receivable amount under a bank security issued to the bearer),
 - b) operations other than banking operations.
 - The BGF protection does not cover receivables from an entity which is not covered by the guarantee system, in a situation where the Bank is only an intermediary at entry into an agreement with such an entity.
 - The maximum amount of the guarantee - in the case of the Bank's bankruptcy, the BGF pays out the guaranteed funds up to the statutorily defined amounts; currently, the amount of deposits not exceeding the Polish zloty equivalent of 100,000 euros is guaranteed in total, regardless of the currency in which the deposit is denominated, the guaranteed funds are paid out in zlotys after the value of the foreign currency deposit is translated on the basis of the NBP exchange rate on the bankruptcy day.
 - Some deposits not covered by the BGF guarantee (above 100,000 euros) constitute the depositor's receivable from the estate in bankruptcy of the Bank and can be recovered as a result of distribution of assets of the bankrupt Bank during the bankruptcy proceedings. If the bankrupt Bank is acquired by a different bank, the new owner shall take over the liabilities to the customers.
 - Within the meaning of the Act on BGF, the depositor is a natural person, legal person, organizational unit without legal personality, if it has legal capacity, being a party to the agreement on a personal bank account or possessing an amount receivable from the Bank, arising from bank operations, confirmed by a personal document issued by the Bank.
 - The guarantee protection of BGF does not cover receivables from: The State Treasury, financial institutions such as domestic and foreign banks and credit institutions, brokerage houses, pension funds, investment funds, insurance service providers; organizational units which, in accordance with the Accountancy Act, are not authorized to draw up the simplified balance sheet and profit and loss account (except for self-government units), managerial staff of the Bank and of its principal shareholders (owning at least 5% of the Bank shares).
- 15.7. As a public company, the Bank must publish quarterly financial statements which are disclosed to the public through the Polish Financial Supervision Authority (KNF) and are also made available by the Bank online at www.citihandlowy.pl.
- 15.8. All instructions of the Account Holder delivered to the Bank, concerning a change:
- of the Agreement terms and conditions,
 - of using additional services,
 - of the scope of access of the Account Holder and of the Representatives to the Account
- or announcing a change:
- of the method of representation of the Account Holder, including a change arising from a change of its legal form,
 - of the persons be authorized to grant further authorizations,
 - of the contact data of the Account Holder and the Representatives
- shall be effective for the Bank starting from the moment of:
- a) verifying the submitted documents by the Bank and finding them to be correct and accurate or
 - b) verifying by the Bank the correctness of and the rights to submit the given instructions, for instructions submitted in Citibank Online and in CitiPhone.

The Bank shall perform the verifications specified Sections a) and b) forthwith.

The information on the result of the verification described above, conducted by the Bank, shall be available:

- in Citibank Online for the Account Holder,
- in the Bank Branches and in CitiPhone.

The Bank shall not be liable for correct execution of the Account Holder's or Representatives' instruction if the Bank was not informed by the authorized Account Holder about the above changes.

The Bank reserves the right to specify the method of delivery of the above instructions of the Account Holder.

15.9. The Bank reserves the right to partially limit the access to the Account when technical difficulties appear.

CHAPTER 16. BANK SECRECY, CONFIDENTIALITY, PROTECTION OF PERSONAL DATA

16.1. The Account Holder hereby agrees to disclosing by the Bank to members of Citigroup Inc. the information relating to the Account Holder, to the extent necessary for carrying out reporting duties by Citigroup Inc., inter alia in connection with the Transactions of a nature of loans that have been granted or may be granted by the Bank to the Account Holder.

16.2. If the Account Holder is a natural person, the Account Holder authorizes the Bank to process its encrypted personal data in foreign computing centers of Citigroup of which the Bank is a member, for the purpose of execution of the services and Transactions ordered by the Account Holder and executed with the use of Citigroup's IT services. The Bank shall assure full protection of the data processed at those centers and strict observance of bank secrecy. The Account Holder's declaration shall constitute an authorization to transfer to the above-mentioned entities the information covered by bank secrecy.

16.3. The Representative shall have the right to access their data and to independently change, on the basis of a document stating this change, the following data: name, series and number of the ID document and address of registered residence, used exclusively for identification of the Representative. The Bank is not required to inform the Account Holder about such a change.

16.4. The Account Holder undertakes hereby to keep confidential all technical, technological, trade or organizational information not in the public domain that the Account Holder will obtain during co-operation with the Bank and that could constitute a business secret of the Bank, in particular the information that the Bank has stipulated as covered by business secrecy of the Bank. Bank shall consider a breach of this provision a material breach of the Agreement terms and conditions by the Account Holder.

16.5. The Bank would like to announce that in connection with making international money transfers through the Society for Worldwide Interbank Financial Telecommunication (SWIFT), the government administration of the United States may have access to personal data. The American authorities have undertaken to use the personal data obtained from SWIFT only for the purposes of fighting terrorism, respecting the guarantees envisaged by the European system of personal data protection expressed 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.

CHAPTER 17. OFFSETTING, RIGHTS TO BE EXERCISED IN THE CASE OF DEFAULT

17.1. To the extent permitted by the law, the Bank may set off its claims from the Account Holder against the Account Holder's claims from the Bank. Setting of the claims by the Bank shall apply to all current and future liabilities of the Account Holder to the Bank.

17.2. The Account Holder acknowledges and agrees that all positive balances of the Account shall be used to cover the Account Holder's liabilities to the Bank. The Account Holder irrevocably authorizes the Bank to collect from each Account of the Holder, without giving advance notice, funds in amounts corresponding to the Account Holder's liabilities to the Bank on the dates they become due and to credit the amounts collected towards the repayment of these liabilities.

17.3. If a transfer involving currency translation and the foreign exchange rate were agreed between the Account Holder and the Bank but was not executed through the Account Holder's fault, in particular z due to the lack of sufficient funds for its execution or due to the failure of delivering the required documents by the Account Holder on time, the Bank shall charge the Account Holder with the costs arising from the change of the foreign exchange rate.

CHAPTER 18. TERMINATION

18.1. At any time, the Account Holder may terminate the Agreement by 30 days' notice, by serving to the Bank the written notice of termination of the Agreement or by sending to the Bank's address the notice of termination signed in accordance with the representation and the signature specimen submitted to the Bank.

18.2. In the case of an Account operated by the Bank for partners of a partnership in connection with carrying out business activity by them, the Agreement may be terminated by each of the partners - co-holders, at any time, with the 30 days' notice period, with effect for the remaining partners - co-investigators.

18.3. The Bank may terminate the Agreement for important reasons with the 30 days' notice period. The following shall be considered important reasons:

- improper performance or failure to perform the Account Holder's liabilities to the Bank by the Account Holder, including the Account Holder's failure to deliver the documents or information which the Account Holder is required to deliver at the Bank's request, or the Account Holder's failure to make any payment to the Bank when due;
- a situation where the Bank cannot perform the obligations referred to in Article 8b(3) (1)-(3) of the Act on Counteracting Money Laundering and Terrorism Financing of 16 November 2000;
- entering the Account Holder into the "Public Warnings" List available on the Polish Financial Supervision Authority's website;
- the cases when within 3 consecutive months the absolute values of average monthly balances in the Account (together with the balances in subsidiary Accounts and Deposit Facilities) do not exceed the minimum balance amount defined in the TF&C;
- the situation defined in Article 60 of the Act - Banking Law of 29 August 1997;
- changes in the Bank's IT systems, if such changes have an effect on service provision or a product offered by the Bank;
- taking by the Bank a decision to discontinue offering the given product or service.

18.4. In the course of the notice period, the Bank reserves the right to restrict access to the Account by making it impossible for the Account Holder and the Representatives to use the Debit Cards in ATMs and when making Cashless Transactions at points of sale, including also the Cash Back Transaction.

18.5. If the Agreement is terminated by the Bank, the notice period commences from the date of delivery of the written notice to the last address for correspondence provided by the Account Holder or if no such address is given then to the Account Holder's address last known to the Bank, by registered letter. If the Agreement is terminated by the Account Holder, the notice period commences from the date of delivery of the notice to the Bank.

- 18.6. Agreement expiry or termination shall result in making all claims of the Bank against the Account Holder under the Agreement immediately payable and in early termination of the Deposit Facilities.
- 18.7. If the Agreement is terminated or expires, the Account Holder must return all Cards to the Bank.
- 18.8. Before the notice period expires, the Account Holder shall transfer to the Bank written instructions on the method of returning the funds held in the Account, and in particular the Account Holder must specify the number of the bank account to which the funds held on the account are to be transferred by the Bank. In the case of instruction insufficiency or absence, after the notice period the Bank shall close the Account and any funds remaining in it shall be cross-posted to internal non-interest-bearing clearing accounts.
- 18.9. Upon expiry of the notice period, all outstanding amounts payable between the Account Holder and the Bank shall be promptly settled. These Rules shall be binding on the Account Holder until such amounts have been settled in full.
- 18.10. During the period of notice, the fees and charges shall be collected in accordance with the TF&C. Account closure is free of fees for the Bank. The Bank shall not collect a fee for the transfer of the Account Holder's money which was recorded on an internal non-interest-bearing transitional account in the Bank referred to in Section 18.8.
- 18.11. At any time of the 30-days' notice period, if the notice was submitted by the Account Holder, the Account Holder shall have the right to submit a written declaration on cancellation of the intention related to Agreement termination.

CHAPTER 19. COMPLAINTS

- 19.1. The Account Holder may file complaints related to the Agreement, including complaints concerning the operation of CitiPhone, Citibank Online and Transactions made with the use of the Debit Cards, at any time, in writing, in person in a Bank Branch, via CitiPhone or via Citibank Online.
- 19.2. Complaints concerning an inconsistency of the balance of funds in the Account should be submitted within the time limit defined in Section 6.13 of Chapter 6 of these Rules.
- 19.3. The Bank shall process the complaint immediately upon its receipt.
- 19.4. The Bank shall respond to the submitted complaint on the phone, via Citibank Online, with an SMS or e-mail message, or in the written form, sending the response to the address for correspondence most recently specified by the Account Holder, and in first place, the Bank shall make an attempt to contact the Representative who submitted the complaint, if such person is authorised by the Account Holder. In the remaining cases, if the Account Holder does not specify a different form, the Bank shall grant the answer in writing.
- 19.5. In the case of a complaint concerning a payment service, if appropriate for the purposes of claim processing, the Bank shall request the Account Holder to provide the necessary explanations and documents to substantiate the complaint. In justified situations, the Bank shall immediately repay the value of an unauthorized payment Transaction to the Account Holder, and in the event when the Account Holder uses a payment Account, the Bank shall restore the debited payment Account to the condition that would exist if the unauthorized payment Transaction had not taken place.

CHAPTER 20. FINAL PROVISIONS

- 20.1. The Account Holder must forthwith provide to the Bank all information and deliver to the Bank copies of all documents that the Account Holder submits to the registry court in order to have them recorded in the appropriate register or disclose them in the registry files, and also the documents transferred to the Register of Business Activities and to the authorities keeping the register of freelancers.
- 20.2. The Account Holder must notify the Bank forthwith of each change of the persons authorized to use the funds in the Account and of each change of the Account Holder's address and of other data sent to the Bank in connection with the Agreement. The information obligation referred to in the previous sentence does not apply to a change of data, if such an obligation was met by the Representative to the extent and following the procedure described in Section 16.3 of these Rules.
- 20.3. The Account Holder shall be required to present to the Representative the provisions of these Rules and the Agreement.
- 20.4. The Bank reserves the right to refuse to establish the address for correspondence as a postal box address.
- 20.5. In the case of death of the Account Holder being a self-employed natural person, the Agreement shall expire.
- 20.6. If the Account Holder is natural persons conducting business in the form of a partnership, the death of partners as a result of which only one partner will continue to be alive shall not result in Agreement termination. The Agreement shall be transformed into a Bank Account Agreement maintained by the Bank to the benefit of the partner continuing to be alive, provided that the latter continues business conduct.
- 20.7. For the purposes of conducting by the Bank periodic assessment of the Account Holder, in the case when the Account Holder uses the products or services of a credit nature and if nothing to the contrary arises from the detailed agreements entered into between the Account Holder and the Bank, the Account Holder shall be required to deliver to the Bank the following documents prepared in the form provided for in laws and regulations:
 - a) periodic reports on revenue, costs and financial result - not later than 20 days after the end of each reporting period applicable to the Account Holder;
 - b) annual financial statements (balance sheets and income statements) not later than 14 days after the due dates of their filing with the competent authorities, arising from the laws and regulations, including consolidate and audited statements;
 - c) the up-to-date attestations of having paid the tax liabilities to the Tax Office and attestations of having paid the the liabilities to ZUS - by the end of each consecutive annual period of the Account Holder's cooperation with the Bank;
 - d) any other information necessary for the Bank in connection with the assessment of the Account Holder and of the Account Holder's Transactions with the Bank carried out by the Bank.
- 20.8. These Rules shall be governed by the law of the Republic of Poland.
- 20.9. Dispute resolution, competent court:
 - 20.9.1. The Bank and the Account Holder shall use their best efforts to amicably resolve any potential disputes, by negotiation.
 - 20.9.2. Unless the generally applicable laws and regulations provide otherwise, any disputes and cases shall be examined by a court with jurisdiction over the registered office of the Bank which operates the Account.

- 20.10. Severability of the provisions - if any provision of these Rules is considered contrary to the law or not binding, this shall not affect the binding force of the remaining provisions of the Rules.
- 20.11. These Rules shall be available to every Account Holder in the Bank Branches and on the Bank's website.
- 20.12. The Bank shall have the right to amend these Rules at any time. The Account Holder shall be notified in writing on all changes in the Rules, in accordance with Sections 6.1 and 6.2 of the Rules. The changes shall be binding on the Account Holder starting from the date of their introduction defined by the Bank, unless the Account Holder terminates the Agreement within 30 days of delivery of the notification on the new Rules. If the Agreement is terminated by the Account Holder as a result of a change in the Rules, the Agreement shall be terminated 30 days after delivering the notification on the changes. The existing provisions of the Rules shall be in force until the Agreement is terminated.
- 20.13. If the payment instrument has been used by an unauthorized person, and the Account Holder fails to provide evidence to the contrary, it shall be considered that the payment instrument was stored by the Account Holder in such a way that permitted unauthorized access and, if the personalized security features of the payment instrument were used in the correct manner, it shall be considered that the Account Holder failed to take the necessary measures to protect the integrity of the personalized security features of the payment instrument.
- 20.14. Whenever these Rules refer to the Bank's communication with the Account Holder with the use of the address for correspondence, e-mail address or mobile phone number, this should be understood as the address for correspondence, the Main E-mail Address or the Main Mobile Phone telephone number, most recently specified by the Account Holder.
- 20.15. To the extent unregulated in these Rules or the Agreement, the respective provisions of the Rules of Electronic Provision of Services available online at www.citihandlowy.pl shall apply. The Account Holder confirms hereby having read the provisions of the Rules of Electronic Provision of Services and accepts their content.
- 20.16. These Rules shall enter into effect and shall be in force starting from 1 September 2013.