

## GENERAL TERMS AND CONDITIONS OF CO-OPERATION WITH CORPORATE CUSTOMER ("Regulations")

These Regulations contain detailed rules on the provision by Bank Handlowy w Warszawie S.A. (the "Bank") of services related to maintaining accounts for its Corporate Customers who have entered into the Bank Account Agreement with the Bank. In matters not covered by the Agreement there shall apply the Regulations, the Act of 29 August 1997 on Banking Law (consolidated text Journal of Laws of 2002, No 72, item 665, as amended), hereinafter referred to as the "Banking Law", the Civil Code and other laws, including the foreign exchange law.

The Regulations shall define selected principles related to the provision by the Bank of payment services in the territory of the Republic of Poland or transactions with other Member States, referred to in the Act on Payment Services of 19 August 2011 (Journal of Laws of 2011, No 199, item 1175, as amended), except that the Bank and the Account Holder agree to exclude the application of the following Articles of the Act in their entirety: Articles 17-32, Articles 34-37, Article 40 paragraphs 3 and 4, Article 45, Articles 47-48, Articles 144-146, and confirm, for the avoidance of doubt, that Article 44 paragraph 2, Article 46 paragraphs 2-5 and Article 51 of the Act shall apply to the payment services provided by the Bank.

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## SECTION 1. GENERAL PROVISIONS AND DEFINITIONS

Unless the context otherwise requires, the following terms used in these Regulations shall have the following meaning:

- 1.1. Merchant - entrepreneur accepting payment or facilitating a cash withdrawal with the use of a Debit Card;
- 1.2. Bank - Bank Handlowy w Warszawie S.A. with its registered office in Warsaw;
- 1.3. CitiAlerts - a service that involves sending short text messages (SMS) and/or electronic messages (e-mail messages) on selected products offered by the Bank;
- 1.4. Citibank Global Transfer - a service that facilitates placing a Payment Order for the transfer of funds to the designated bank account of the Payee, maintained by any branch of the bank offering this service; the current list of countries where the branches of banks execute transfer transactions to the account under the CGT service is available on the website of the Bank ([www.citihandlowy.pl](http://www.citihandlowy.pl)), at the Branches and through the CitiPhone;
- 1.5. Citi Mobile - a part of the Online Banking Service - Citibank Online, the Mobile Banking Service - Citi Mobile, which is the access channel to the funds of the Account Holder, enabling the Account Holder, among other things, to submit instructions via the Internet with the use of a mobile phone, tablet and other devices with similar functionalities under the Deposit Product Agreements and the Regulations on Bank Accounts for individual customers of the Bank;
- 1.6. CitiPhone - the Telephone Banking Service - CitiPhone, which is the access channel to the Account via the telephone, enabling to execute Cashless Transactions and other instructions of the Account Holder. CitiPhone contact details are available on the website of the Bank;
- 1.7. CitiPhone PIN - a confidential six-digit number that identifies the Representative, used to verify the identity of the Representative over the telephone and to make cash settlements via CitiPhone;
- 1.8. Personal Data - the data processed by the Bank on any media, referring to the Account Holder or the Representative, that identify those persons as natural persons;
- 1.9. Value Date - a moment in time from which or until which the Bank accrues interest on funds that the account has been debited or credited with;
- 1.10. Business Day - any day other than Saturday or a statutory holiday;
- 1.11. Main Mobile Telephone Number/Main Mobile Telephone - the basic mobile telephone number designated for contact with the Bank, used in the performance of services, including: CitiAlerts, Authorisation Code;
- 1.12. Main Electronic Mail Address/Main E-mail Address - the basic electronic mail address for contact with the Bank, that is used, among other things, to send the notification of issuing the Electronic Statements at Citibank Online and to provide additional services, including CitiAlerts;
- 1.13. 3D Secure Password - a one-time password sent as an SMS text message to the Main Mobile Telephone Number specified by the Holder, used to identify the Customer and accept their instructions as part of the confirmation of Transactions made via the Internet using the 3D Secure Feature;
- 1.14. Incoming Call Identification - a functionality that helps identify the caller of CitiPhone using the Main Mobile Telephone based on the CitiPhone PIN entered; this functionality is not available for customers with joint service of the Account and the personal account;
- 1.15. Payment Instrument - payment instrument within the meaning of the Act on Payment Services;
- 1.16. Card - a term used jointly with respect to the Debit Card and the ID Card;
- 1.17. Debit Card - a debit card owned by the Bank, issued by the Bank to the Account Holder who is the holder thereof, used by the Representative. The Card shall be issued to accompany the Account under the licences held by the Bank, shall be used to execute Cashless Transactions, including Contactless Transactions and Cash Transactions, at home or abroad, or other services. The Debit Card shall enable the Representative to access the Account and submit instructions through the Branches, CitiPhone or ATMs, and to execute Cashless Transactions, including Contactless Transactions at points of sale marked with the card symbol, to the extent specified by the Account Holder in the Representative Card. Whenever a reference is made to the Debit Card in these Regulations, it shall be deemed to refer to all debit cards issued to Representatives of the Account Holder;
- 1.18. ID Card - a card used for identification of the Representative at CitiPhone, Online Banking Service - Citibank Online, and at the Bank Branches. The user of the ID Card shall be authorised to act insofar as defined by the Account Holder in the Representative Card. The ID Card is not a payment instrument, including the payment card within the meaning of generally applicable laws, and it cannot be used at ATMs or at points of sale. Whenever a reference is made to the ID Card in these Regulations, it shall be deemed to refer to all ID Cards issued to Representatives of the Account Holder;

- 1.19. Corporate Customer - the Account Holder, referred to in previous versions of the Regulations, in Agreements and other documents as the Citibusiness Customer or the Micro Enterprise Segment Customer;
- 1.20. Authorisation Code - a one-off code used to authorise a Transaction/ an activity carried out by the Account Holder at Citibank Online;
- 1.21. ID Code - confidential ID codes, including the Card PIN, CitiPhone PIN or other identifiers and the password(s) used to verify and login to the Online Banking Service - Citibank Online or CitiPhone - it refers to all codes jointly, to certain codes or one of them;
- 1.22. Term Deposit - a product made available under the Agreement under which the Bank agrees to pay the Account Holder a specific amount deposited by the Account Holder plus interest;
- 1.23. Contactless Module - an electronic device embedded in the Debit Card, communicating with a contactless reader, allowing to make Contactless Transactions;
- 1.24. Payee - a natural person, legal person and organisational unit without legal personality to whom the Act grants legal capacity, being the payee of the funds that are the subject matter of the Transaction, including specifically the Merchant;
- 1.25. Bank Branch - an organisational unit where the Bank provides services to the Account Holders; telephone and address details of the Bank Branches and their working hours are available on the website [www.citibank.pl](http://www.citibank.pl);
- 1.26. Contractual Term - the contractual duration of the Term Deposit;
- 1.27. Interest-bearing Corporate Account - an interest-bearing settlement account opened under the Agreement, designed to carry out transactions and deposit funds. The funds accumulated in the PLN Interest-bearing Corporate Account shall bear interest at the rate specified in the Interest Rate Table. It shall be maintained only in PLN;
- 1.28. Payment Organisation - an organisation conducting the settlement of Transactions made using the Card, including the Card issued by the organisation or based on the CGT service; information about Payment Organisations with which the Bank co-operates when issuing and processing the Card is available at CitiPhone, the Branches and on the website of the Bank;
- 1.29. Package - a set of banking products and services offered in exchange for a joint fee, assigned to a specific offer described in a separate Fee Schedule;
- 1.30. 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;
- 1.31. Debit Card PIN - a confidential four-digit number identifying the Account Holder or the Representative, used to execute transactions at ATMs, cashless transactions at points of sale, cash transactions through Merchants with the use of the Debit Card, and to verify the identity of the Account Holder or the Representative at the Bank Branches;
- 1.32. ID Card PIN - a confidential four-digit number identifying the Account Holder or the Representative, used to verify the identity of the Account Holder or the Representative using the ID Card at the Bank Branch;
- 1.33. Cashback - a transaction involving cash withdrawal using the Debit Card, made at selected Merchants offering this service, marked with the "Cashback" symbol, preceded directly by a Cashless Transaction made with the use of the same Debit Card. The maximum cash withdrawal on one occasion under the "Cashback" transaction and daily cash withdrawal limits are specified in the Fee Schedule;
- 1.34. Direct Debit - domestic payment service in PLN, or domestic or cross-border payment service in EUR, which involves debiting the Corporate Customer's Account if the transaction is initiated by the Payee on the basis of the consent given by the Corporate Customer;
- 1.35. Account Holder - an entrepreneur within the meaning of the Act on Freedom of Business of 2 July 2004 or any other Act amending or replacing the same, i.e. a natural person, legal person and an organisational unit without legal personality to whom a separate Act grants the legal capacity, carrying business activity on their own behalf, including shareholders of a partnership in the scope of their business activity, with full capacity to act and acting as a party to the Agreement concluded with the Bank;
- 1.36. CGT Transfer - a cross-border credit transfer made under the Citibank Global Transfer service; the funds are available in the Payee's account immediately after the transfer has been requested;
- 1.37. Account - a bank settlement account or a set of bank settlement accounts (the main account or auxiliary accounts or the Interest-bearing Corporate Account) of the Account Holder, maintained in PLN or in foreign currencies under applicable laws, opened for the Account Holder by the Bank under the Agreement. In accordance with the Agreement, the main account is opened in PLN as the first account of the Account Holder at the Bank, and other accounts are opened at the request of the Account Holder on terms and conditions specified in the Agreement and in the Regulations;

- 1.38. Dormant Account - an account where no Transaction has been recorded for a period of 360 consecutive days, with the exception of accrued interest added by the Bank on amounts deposited in the account and fees or commissions collected;
- 1.39. Regulations - the General Terms and Conditions of Co-operation with Corporate Customer regulating the whole banking co-operation and related economic cooperation between the Bank and the Account Holder. The Regulations shall constitute an integral part of the Bank Account Agreement and all agreements concluded with the Bank, if referred to therein as applicable. Under Article 109 of the Act - Banking Law and Article 384 of the Civil Code, the Regulations shall be binding on the Account Holders, the Bank and all other persons through whom the Bank provides the services related to the maintenance of Accounts. In the case of any discrepancies between the contents of the Agreement and the Regulations, the provisions of the Agreement shall prevail;
- 1.40. Regulations on the Provision of Services by Electronic Means - the regulations, referred to in Article 8 of the Act on the Provision of Services by Electronic Means of 18 July 2002 (Journal of Laws of 2002, No 144, item 1204, as amended), which is the basis for the provision of services by electronic means by the Bank. The Regulations on the Provision of Services by Electronic Means shall constitute an integral part of these Regulations;
- 1.41. Representative - a natural person with full legal capacity, authorised by the Account Holder to dispose of the Account in their name and on their behalf, and to represent the Account Holder in relations with the Bank, in accordance with these Regulations and to the extent specified in the Agreement. The Representative may be the same person as the Account Holder if the Account Holder is a natural person conducting business activity (sole entrepreneur), including an independent professional. The scope of the Representative's authorisation is defined by the Account Holder in the Representative Card, attached as Appendix No 2 to the Agreement (Representative Card). The full name and specimen signature of the Representative shall be visible in the applicable Specimen Signature Card related to the Account, attached as Appendix No 1 to the Agreement. Later in the Regulations, where reference is made to activities related to the Account, performed by the Account Holder, it shall be understood that these activities may be performed by the Representative or by several Representatives jointly, in accordance with the authorisation granted by the Account Holder. The type of representation, either individual or joint, shall be defined in the Specimen Signature Card and the Representative Card. The rules of joint representation shall not apply to any Transactions ordered via Citibank Online, CitiPhone, ATM and point of sale Transactions, made with the use of the Debit Card, including "Cashback" Transactions which are made by the Representative on their own;
- 1.42. SEPA - the Single Euro Payments Area, in which consumers and entrepreneurs can make domestic and cross-border payments in euros, and to receive such payments;
- 1.43. Online Banking Service - Citibank Online (Citibank Online) - the electronic banking service providing access to the Account via the Internet through the website www.citibankonline.pl and enabling to execute Cashless Transactions and other instructions of the Account Holder;
- 1.44. Parties - the Account Holder and the Bank, parties to the Bank Account Agreement;
- 1.45. Interest Rate Schedule - the interest rate schedule published in the form of the Bank's communication and available at CitiPhone, Bank Branches and on websites of the Bank; the Interest Rate Schedule constitutes an integral part of the Agreement;
- 1.46. Fee Schedule - the Fee Schedule which is an integral part of the Agreement;
- 1.47. Transaction - the term used both for Cashless Transactions and Cash Transactions and other instructions submitted to the Bank by the Account Holder;
- 1.48. Cashless Transaction - a form of cash settlement conducted, in particular, through credit transfer, Direct Debit, Debit Card, using paper or IT media, among other things, at the Branch, CitiPhone and with the use of the Online Banking Service - Citibank Online;
- 1.49. Cash Transaction - a form of cash settlement conducted, in particular, by depositing or withdrawing cash, among other things, at the Bank Branch;
- 1.50. Contactless Transaction - a cashless or cash transaction made with the use of a Debit Card with the Contactless Module at points of sale with a terminal equipped with a contactless reader, at ATMs equipped with a contactless reader or other devices equipped with a contactless reader;
- 1.51. Agreement - the Bank Account Agreement;
- 1.52. Act - the Act on Payment Services of 19 August 2011 (Journal of Laws of 2011, No 199, item 1175);
- 1.53. **Electronic Statement - a statement made available to the Account Holder or the Representatives when they log in to Citibank Online. The Account Holder may request that the notifications on issuing the Electronic Statements be sent in the form of a message to the Main E-mail Address;**

- 1.54. Paper Statement - a statement delivered to the correspondence address specified by the Account Holder, containing information on changes of the Account balance for the period specified by the Account Holder in the Agreement or in an appendix to the Agreement. The fee for the statement shall be charged in accordance with the Fee Schedule;
- 1.55. List of Cut-off Times - the list of times specifying the moment during the Business Day after which an instruction is deemed to be received on the first Business Day after that day. The List of Cut-off Times shall be an integral part of the Regulations and shall be communicated at the Branches, at Citibank Online and on the website of the Bank. The Bank and the Account Holder agree that whenever the term "Instruction" is used in the Regulations, this term shall include a payment order within the meaning of the Act on Payment Services, and the authorisation of an instruction to pay, transfer or withdraw funds shall be tantamount to the authorisation of the payment Transaction covered by this instruction;
- 1.56. 3D Secure Security/3D Secure - a method of confirmation of the Transaction without a physical use of the Debit Card via the Internet, involving the entry by the Holder of the 3D Secure Password (MasterCard -- under the name MasterCard SecureCode) received at the Main Mobile Telephone Number.

## SECTION 2. BANK ACCOUNT AGREEMENT

- 2.1. The Bank shall open and maintain Accounts under the Agreement concluded by and between the Bank and the Account Holder.
- 2.2. **The Agreement may be concluded after the submission to the Bank of the documents, indicated by the Bank, specifying the identity and legal status of the entrepreneur applying to conclude the Agreement, and naming the persons authorised to make statements on behalf of the entrepreneur on their rights and obligations. The Bank may disclose the proposed Account number to the future Account Holder before concluding the Agreement, subject to the provisions of section 2.1. The Agreement shall be concluded in writing by signing the Agreement by both Parties. The Account shall be effectively activated after the Bank has verified the documents signed by the Account Holder. The activation of the Account may be confirmed by sending information to the Account Holder in the form of a text message (SMS) or electronic message (e-mail message) to the Main Mobile Telephone Number or the Main E-mail Address of the Account Holder.**
- 2.3. The Bank shall reserve the right to refuse to conclude the Agreement without giving reasons, and to demand that the Account Holder present additional documents, both before concluding the Agreement, and during the effective term thereof.
- 2.4. The Specimen Signature Card of the persons authorised to represent the Account Holder shall be an integral part of the Agreement. In the absence of other arrangements, the Specimen Signature Card shall apply to all accounts maintained by the Bank for the Account Holder, both opened before submitting the Specimen Signature Card to the Bank, and opened after submitting the same. A detailed description of the authorisation of the Representatives is presented in the Representative Cards. The Account Holder shall be responsible for the authenticity of signatures of the persons authorised to dispose of the account, presented in the Specimen Signature Card and the Representative Card, which have not been affixed in the presence of the Bank's employee.
- 2.5. When concluding the Agreement and opening the Account, the Account Holder shall have at their disposal a Package under the Agreement and the Regulations. The Account Holder may use the products and services included in the selected Package in exchange for a joint fee for the Package, and may apply for access to other products offered by the Bank making an optional choice, for a fee according to the Fee Schedule. Such access shall be granted once the Bank has accepted the application submitted by the Account Holder.
- 2.6. The Account Holder may request that the Package be changed. It may be replaced only by a Package offered by the Bank at a given time. The Account Holder may submit the instruction to change the Package to the Bank Branch, in writing to the address of the Bank or via CitiPhone, in accordance with the rules for representation of the Account Holder applicable to this access channel to the Account. A fee shall be charged for changing the Package, in accordance with the Fee Schedule. The fee for the Package shall be charged at the rate applicable to the Package used by the Account Holder on the day the fee is charged.

## SECTION 3. CURRENT ACCOUNT AND AUXILIARY ACCOUNTS

- 3.1. The main account shall be a settlement current account, maintained in zlotys, and shall be offered as a mandatory element of the Package. Additional auxiliary settlement accounts shall be opened at the request of the Account Holder under the Agreement and the Regulations.

- 3.2. Auxiliary accounts may be opened in currencies specified in the Fee Schedule. An auxiliary account may be opened as the account of the company social benefits fund, for EU grants or as another account where the mandatory provisions of law require that such account be maintained.
- 3.3. The instruction to open and close an auxiliary account may be submitted in writing or by telephone via CitiPhone, in accordance with the rules for representation of the Account Holder applicable to this access channel to the Account.
- 3.4. The Account Holder being a natural person conducting business activity (sole entrepreneur) as a consumer may open the Citibank Personal Account and benefit from the possibility of linking the service of the Account and the Citibank Personal Account, except that the Citibank Personal Account is a savings and settlement account not associated with the business activity, opened for natural persons and, therefore, cannot be used by the Account Holder to make any Transactions related to their business activity.

#### SECTION 4. ACCOUNT INTEREST RATE

- 4.1. If the Agreement does not provide otherwise, the funds accumulated in the Account shall bear interest at the variable interest rate determined by the Bank, accrued on an annual basis.
- 4.2. The Bank may change the interest rate during the effective term of the Agreement. This change shall depend on the change of one of the following parameters:
  - a) interest rates in the domestic money market;
  - b) the level of any interest rates determined by the National Bank of Poland;
  - c) the level of inflation, measured by the index of prices of consumer goods and services;
  - d) the ratio of the cost of funding of the Bank's activity;
  - e) the Bank's income from deposited funds;
  - f) the level of the interest rate on the mandatory reserve determined by the Monetary Policy Council;
  - g) WIBOR, LIBOR or EURIBOR.
- 4.3. A change in the interest rate shall not be an amendment to the Agreement and shall not require that the Agreement be terminated. A change in the interest rate shall be effective as of the date specified by the Bank. Information on the current interest rates is communicated to the public at the Bank Branches, and is available via CitiPhone and on the websites of the Bank.
- 4.4. Interest on funds accumulated in the Account shall be accrued in the currency of the Account from the date of depositing in the Account until the date preceding the withdrawal of funds from the Account (inclusive).
- 4.5. If not otherwise provided in the Agreement, interest on funds accumulated in the Account shall be paid for monthly accounting periods or, if the Agreement has been terminated, until the date preceding the date of termination thereof. Interest accrued during a particular accounting period shall be added to the balance of the Account on the first day of the following accounting period or the day of termination of the Agreement, respectively.
- 4.6. Interest in the Account shall be accrued for the actual number of days at 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 date of deposit if this is a Business Day (if the date of deposit is not a Business Day, from the next Business Day), until the date preceding the withdrawal, and shall be added to the Account in accordance with subparagraph 4.5.

#### SECTION 5. FEES AND COMMISSIONS

- 5.1. For the services provided in connection with maintaining the Account, the Bank shall charge fees and commissions specified in the current Fee Schedule for the Package. The fee shall be charged in the next calendar month after the month in which the service was provided. The monthly fees for cards issued to the Representatives and the Account Holder shall be collected from the Account that the card is currently attached to, on a monthly basis, counting from the date of issue thereof, during the whole term of the Agreement.
- 5.2. The fee for the Package shall be charged on a monthly basis against the main Account. The monthly fee for an auxiliary account, if not included in the fee for the Package, shall be collected from this account. Transactional fees and commissions due, resulting from the instructions submitted via CitiPhone or at the Bank Branches, shall debit on an ongoing basis the Account indicated by the Account Holder. In other cases, the Account where the Transaction was initiated shall be debited. Other fees shall be recorded against the main Account. The Bank may collect the fee for the Package and other fees and commissions by debiting an account held by the Account Holder, and the Account Holder authorises the Bank to do so. Should a currency conversion be necessary, the Bank shall apply the Bank's exchange rate prevailing on the day of recording the fee.

- 5.3. The Bank shall be authorised to change the Fee Schedule due to reasons referred to in subparagraph 4.2 of the Regulations and in the case of:
  - a) the introduction of new services, as long as this ensures the proper performance of the Agreement, does not adversely affect the Account Holder's interest and does not lead to an increase in the financial burden for the Account Holder under the Agreement if the new service is not accepted;
  - b) any change in the scope or form of services provided under the Agreement, as long as this ensures the proper performance of the Agreement and does not adversely affect the Account Holder's interest;
  - c) an increase in the actual costs incurred by the Bank, i.e.:
    - any costs associated with the issuance of new or change of existing recommendations, guidance or decisions by the authorities supervising the activities of the Bank, leading to an increase in the costs incurred by the Bank in connection with the provision of services under the Agreement;
    - any costs associated with the issuance of new or change of generally applicable laws or guidelines of supervisory authorities relating to the performance of the Agreement, leading to an increase in the costs incurred by the Bank in connection with the provision of services under the Agreement;
    - actual costs incurred by the Bank in connection with the provision of services under the Agreement or an increase in the labour intensity of such services for which the fee is charged; where in this case the change of any item of the Fee Schedule cannot be higher than 200% compared to the previous amount or represent no more than 200% of the increase in the cost;
  - d) inflation (an increase in prices of consumer goods and services) at the level of minimum 0.25% year on year, published for the previous calendar month by the Central Statistical Office, where in this case the change of any item of the Fee Schedule cannot be higher than 200% compared to the previous amount.

The Bank shall be obliged to notify immediately Account Holder of any change in the Fee Schedule. Changes in the Fee Schedule shall not require terminating the existing terms and conditions of the Agreement.

- 5.4. The Bank shall deliver information on each change in the Fee Schedule to the Account Holder in electronic or paper form, as agreed with the Account Holder. If the Account Holder fails to submit a written notice of termination of the Agreement within 30 days of receipt of the information, referred to in the preceding sentence, new rates of fees and commissions shall be binding upon the Parties as of the date of their introduction specified by the Bank, but not earlier than after a 30-day period counted from the day of receipt. In the case of termination of the Agreement by the Account Holder, the Agreement shall terminate 30 days after the date of receipt by the Account Holder of the notification of changes in the Fee Schedule.

Information on the current rates of fees and commissions is communicated to the public at the Bank Branches, and is available via CitiPhone and on the websites of the Bank.

#### SECTION 6. ACCOUNT STATEMENTS AND OTHER CORRESPONDENCE

- 6.1. Unless these Regulations provide otherwise, all notices to be sent hereunder shall be in writing and shall be sent by ordinary mail to the last correspondence address indicated by the Account Holder or sent by electronic mail to the Main Electronic Mail Address.
- 6.2. All notices, notifications and correspondence addressed to the Account Holder shall be deemed to be delivered:
  - if delivered in person - on the date of actual receipt;
  - if posted by mail - on the date of delivery, and if sent to the last correspondence address given to the Bank by the Account Holder, and in the absence of the acknowledgment of receipt, the 14th day of the date of posting shall be deemed to be the date of delivery;
  - if sent via electronic mail in such a manner that the Account Holder has been able to read it (the Account Holder must choose earlier this form to receive Statements or other correspondence).
- 6.3. The Bank shall communicate information on changes in the balance of the Account with the final balance in the form of a statement provided via Citibank Online (Electronic Statement) in the cycle indicated by the Account Holder, in Polish or in English. The account statement contains data from all accounts held by the Account Holder.
- 6.4. The Bank shall provide the Electronic Statement via Citibank Online without any notification or, with the consent of the Account Holder, with notification to the Main Electronic Mail Address.
- 6.5. At the request of the Account Holder receiving the Electronic Statement, the Bank shall send an additional Paper Statement to the last known correspondence address.



- 6.6. The Bank shall charge a fee for the provision of the statement, in accordance with the Fee Schedule.
- 6.7. The Bank shall agree to provide the Electronic Statement on the second Business Day after the date of generating the same, understood as the last day covered by the statement, if the request for the service of the Electronic Statement is notified at least two Business Days before this date. Otherwise the service of the Electronic Statement shall be provided from the next statement generating cycle. The Bank shall inform the Account Holder of providing the Electronic Statement by electronic means on the second Business Day after the day of generating the same, at the latest, unless the Account Holder has waived notifications.
- 6.8. The Bank shall not be liable for any irregularities caused by the Account Holder providing a wrong electronic mail address (e-mail) to receive notifications of the Electronic Statement issued via Citibank Online.
- 6.9. The Bank shall not be liable for any delays or unavailability of the service of Electronic Statement due to reasons beyond the control of the Bank. For security reasons, and any other reasons beyond the control of the Bank, the Bank shall have the right to suspend access to the service of Electronic Statement for the period necessary to remove any threats or irregularities. If the period of unavailability of the service of Electronic Statement exceeds 5 Business Days, the Bank shall reserve the right to distribute statements in paper form.
- 6.10. The Bank shall not be liable for any changes in the contents of the Electronic Statement made by the Account Holder. Any changes in the contents of the Electronic Statement made by the Account Holder shall render the Electronic Statement null and void.
- 6.11. Subject to subparagraph 6.17, the Account Holder shall be obliged to notify the Bank within 14 calendar days if the Account Holder has not received the statement sent by the Bank, in accordance with the provisions of subparagraph 6.3, subparagraph 6.4 or subparagraph 6.5 of the Regulations.
- 6.12. The Account Holder shall be under an obligation to check the Transactions and balances specified in the statement of the Account. The Account Holder shall be obliged to notify the Bank immediately, not later than within the statutory time limit from the date of debiting the payment account or the date on which the Transaction was to be executed, of any inconsistency in balances or Transactions in the statement of the Account. A failure to notify the Bank in the above period shall mean that the Account Holder agrees with the contents of the information contained in the statement.
- 6.13. In relations between the Bank and the Account Holder, the bank statement shall be the primary evidence confirming the truthfulness of the information contained therein, unless the Account Holder gives evidence in writing, indicating that the statement is inconsistent with the facts.
- 6.14. If the Bank finds that it has made an error in any confirmation, statement, notice or other document delivered to the Account Holder, the Bank shall immediately notify the Account Holder and correct this error in accordance with the provisions of subparagraph 6.15 of the Regulations.
- 6.15. Any incorrect accounting records in the Account, in particular due to crediting the Account with funds not owing to the Account Holder, or due to an evident typing or computing error, shall be corrected by the Bank by making reversals of such records.  
The Bank shall notify the Account Holder immediately of such a correction in the form of a statement or a separate letter.
- 6.16. If the statements are sent by the Bank more frequently than on a monthly basis, the Bank shall have the right to change the frequency of sending the same to a monthly one if during the period that the statement refers to there was no change in the balance of the Account, except adding the interest accrued on amounts deposited in the account and collecting fees and commissions by the Bank.
- 6.17. The Bank shall have the right to suspend periodically the distribution of Paper Statements and Electronic Statements, and to cease distributing notifications of issuing Electronic Statements, only on important grounds, especially in cases where during the period that the statement refers to there was no change in the balance of the Account, except adding the interest accrued on amounts deposited in the Account and collecting fees and commissions by the Bank or suspecting, on reasonable grounds, that the information protected under the bank secrecy may be disclosed to a third party. During the period of suspension of the distribution of statements, Account Holder may obtain the information contained in the statement, especially information on changes in the balance of the Account and the balance of the Account, via CitiPhone.

## SECTION 7. DISPOSING OF FUNDS DEPOSITED IN THE ACCOUNT

- 7.1. The Account Holder may freely dispose of the funds accumulated in the Account within the balance available in the Account, except as provided in particular in subparagraph 7.21 of the Regulations.

- 7.2. The Bank shall execute the instruction of the Account Holder if the funds accumulated in the Account are sufficient to execute the instruction and to cover the fees and commissions owing to the Bank for the execution of the instruction, unless a separate agreement concluded with the Bank allows a negative balance in the Account or if there is no limit on disposing of the funds in the Account. The lack of sufficient funds in the Account to execute the instruction and to cover the fees and commissions owing to the Bank for the execution of the instruction may justify the refusal to execute an authorised Transaction in cases where:
- 1) a separate agreement does not allow a negative balance in the account or
  - 2) there is a limit on disposing of the funds in the account.
- 7.3. If the funds accumulated in the current account are not sufficient to execute all instructions submitted by the Account Holder, the Bank shall execute the instructions of the Account Holder in the order these have been received by the Bank, and if the determination of the order is impossible or substantially hindered, the Bank shall determine, without the involvement of the Account Holder, the order of their execution without any liability for failing to execute any instruction exceeding the balance of accumulated funds.
- 7.4. The Bank may demand that the Account Holder provide additional verbal or written explanations or submit documents necessary to execute the instruction. The Bank shall have the right to refuse to execute an instruction if the content of the Account Holder's instruction is incorrect or incomplete. The Account Holder shall be responsible for compliance of the instruction submitted with the applicable laws, in particular the foreign exchange law, and for obtaining the required foreign exchange permits and other necessary documents. The Bank shall refuse to execute the instruction of the Account Holder in the case of a justified suspicion that the execution of the same would violate any generally applicable laws.
- 7.5. The Account Holder shall be obliged to conduct the business in accordance with the law and to use account for the purpose specified in the Agreement and in accordance with applicable laws; in particular the Account cannot be used for settlement of any Transactions subject to anti-money laundering and terrorist financing laws. At the same time, the Parties hereby agree that the Account shall not be used for settlement of any Transactions subject to international sanctions, including sanctions adopted by the United Nations Organisation, the European Union and the United States of America, where the information about the scope and nature thereof is available on the websites operated by the aforesaid organisations, and in the case of sanctions of the United States of America on the website of the Office of Foreign Assets Control (OFAC), and on the website of the Bank.
- 7.6. A prerequisite for the execution of an instruction shall be the provision of complete and accurate guidelines to the Bank to the extent necessary to carry out the Transaction specified in the instruction against the Account. The Account Holder shall be responsible for the correctness and accuracy of the guidelines provided. If the guidelines provided make it impossible to execute the instruction, the Bank may refuse to execute such instruction. The Bank shall notify the Account Holder of errors or incompleteness of the instructions provided by the Account Holder solely at the request of the Account Holder.
- 7.7. In the case of execution of domestic and cross-border interbank settlements and the receipt of an instruction to debit or the receipt of an instruction to credit the Account of the Account Holder, the Bank shall execute it solely on the basis of the number of the bank account specified in the instruction. The Bank shall not be liable for any damages caused by the execution of such instruction.
- 7.8. **The Bank shall not be liable for any consequences of the execution of instructions submitted by the Account Holder, Representatives or proxies, resulting from various decisions taken by each of them. If the execution of one instruction makes it completely or partly impossible to execute another instruction or gives rise to doubts about the proper execution of the instruction by the Bank, the Bank shall have the right to withhold their execution until the presentation of written evidence of the consensus reached by the Representatives or the presentation of a final court decision on the way of disposing of the Account.**
- 7.9. **The Account Holder may submit instructions related to the Account solely in the following form - through the following access channels to the Account:**
- a) at the Bank Branch in writing with the use of bank forms used or accepted by the Bank or verbally, confirming the correctness of the instruction submitted in the confirmation presented by the Bank's employee;
  - b) via CitiPhone;
  - c) via Citibank Online;
  - d) at multi-function ATMs indicated by the Bank;
  - e) with the use of the Debit Card.

The Bank shall not be responsible for any incorrect instruction submitted by the Account Holder, Representatives, proxies or authorised persons or for any instructions submitted by these persons contrary to the intent of the Account Holder. The Bank shall have the right to make an additional verification of the person submitting the instruction.

- 7.10. The revocation of the authorisation to submit instructions, granted to a particular Representative in the Specimen Signature Card and the Representative Card, shall require submitting guidelines in writing by the Account Holder, subject to subparagraph 7.11, and shall be effective in relation to the Bank once the Bank has verified the documents submitted and found them to be correct and true.
- 7.11. The Account Holder may submit to the Bank guidelines to revoke the authorisation to submit instructions, granted to a particular Representative via CitiPhone, in accordance with the rules for representation applicable to this access channel, where the revocation of the sole Representative being at the same time the Account Holder, if the Account Holder is a natural person conducting business activity or a partnership, shall be tantamount to the termination of the Agreement.
- 7.12. The Bank shall check the identity of the person submitting the instruction. The Bank shall reserve the right to refuse to execute the instruction in the case of any well-grounded doubts about the identity or authorisation of the person submitting the instruction, in particular if an incorrect ID Code has been used or other information used for the identification of this person has not been confirmed.
- 7.13. The Bank, taking into account the safety of funds in the Accounts, may introduce security procedures for each of the form of submitting instructions by the Account Holders and, in particular, the Bank shall reserve the right to confirm by telephone the transfer orders to be made from the Account of the Account Holder. In such case, the Bank shall have the right to contact by telephone one of the Representatives, authorised by the Account Holder in the Representative Card. The Bank shall have the right not to execute the instruction if it has been cancelled by the Account Holder or if the obtained telephone confirmation is not, in the opinion of the Bank, identical with the content of the instruction delivered to the Bank.
- 7.14. Instructions to execute transfer orders and credit orders against the Account submitted to the Bank by the Account Holder in any currency other than the currency of the Account shall be converted by the Bank at the exchange rate of the Bank prevailing at the time of execution by the Bank of the instruction. The exchange rate shall be determined based on the average exchange rate on the interbank market (average exchange rate). The average exchange rate shall be increased by the Bank's margin. Due to the variability of the average exchange rate which is beyond the control of the Bank, the exchange rate schedules in force at the Bank shall be changed without notice.
- 7.15. The Bank shall reserve the right to refuse to execute the instruction for amounts smaller than 0.5 (half) of the currency unit.
- 7.16. Exemption from liability:
- if not otherwise agreed, the Bank shall not be liable for any damages incurred by the Account Holder, caused by changes in the exchange rate of currencies when executing cross-border payments and currency Transactions;
  - exchange rates published on the website of the Bank, in the Bank's premises or communicated by telephone shall be for information only and subject to change during the day, unless the Bank agrees to apply a specific exchange rate or the rate is otherwise determined by the Parties.
- 7.17. Exchange rates shall be made available by the Bank through:
- publication on the website of the Bank;
  - publications in the paper form available at the Bank Branches;
  - Electronic Banking Service - Citibank Online;
  - CitiPhone.
- 7.18. The Bank, when executing the payment order submitted by the Account Holder in a currency of the Member State, in favour of a payee whose payment service provider resides in the territory of the Member State, shall ensure that the payee's account is credited with the amount of the payment Transaction not later than:
- by the end of the next Business Day from the receipt by the Bank of the payment order if the payment transaction is:
    - denominated in Polish zlotys or euros, and on the account of the payment service provider in the territory of the Republic of Poland,
    - denominated in euros, and on the account of the payment service provider in another Member State, and
  - by the end of the fourth Business Day from the receipt by the Bank of the payment order in other cases.

These periods may be extended by another Business Day with respect to the payment Transactions initiated in the paper form.

- 7.19. The Bank shall have the right to refuse to execute an authorised payment order if:
- the Bank suspects on reasonable grounds that the execution thereof is associated with criminal activity, or
  - the Bank believes on reasonable grounds that the execution thereof may lead to a breach of obligations under the Agreement, laws, regulations, policies or other obligations that apply to the Bank's activity, or
  - the Account Holder does not have sufficient funds to execute the payment order or
  - the execution thereof (including fees and commissions accrued) would result in exceeding the established limits or breaching the existing restrictions, or
  - the payment order is unclear, incomplete or has been submitted in any form other than
  - the required one, or in other cases referred to in the Regulations or in the agreement concluded with the Account Holder.

If not prohibited by the applicable laws, the Bank shall provide or make available to the Account Holder a notice of the refusal to execute the payment order, in particular by means of remote communication, through the payee or by means of electronic communication.

- 7.20. The Bank shall have the right to block the ability to use the payment instrument:
- due to objectively justified reasons related to the security of the payment instrument, including, in particular, where all Accounts of the Account Holder have received the status of the Dormant Account;
  - in connection with a suspicion of unauthorised use of the payment instrument or causing in a deliberate manner an unauthorised payment Transaction, or
  - in the case of a payment instrument with a credit facility, due to an increase of the risk, the Account Holder's loss of credit capacity, including where the Account Holder is unable to repay the debts incurred.

If the status of a Dormant Account has been assigned to all Accounts of the Account Holder, access to the Accounts shall be restored by the Bank once an appropriate instruction in this regard has been submitted in person at the Bank Branch by the Account Holder or the person authorised to order Transactions, in accordance with the documentation held by the Bank. The status of a Dormant Account may be changed into an active one via CitiPhone solely if at least one Account is active.

If not prohibited by the applicable laws and not unreasonable for security reasons, the Bank shall immediately inform the Account Holder of blocking the possibility of using a payment instrument and the reasons therefor, in particular by means of remote communication, through the payee or by means of electronic communication.

- 7.21. If the Transaction is initiated by the Account Holder as the payer, the Account Holder shall not be able to revoke or change the payment order once the Bank has received it. The revocation or change of the payment order after that date shall be possible only with the consent of the Bank and based on a separate instruction of the Account Holder. The Bank shall have the right to charge a fee for the revocation or change of the payment order by the Account Holder.
- 7.22. The Bank shall have the right to change, without a prior notice given to the Account Holder, the cost option indicated by the Account Holder in the payment order for the execution thereof, in order to ensure the proper execution of the payment order in accordance with the Act.

## SECTION 8. TRANSFERS AND DIRECT DEBIT

- 8.1. The Bank shall recognise that the Account Holder or the Representative has authorised the execution by the Bank of the credit transfer, including a transfer with a future date or a standing order, in accordance with the instruction submitted, if the instruction has been submitted by the Account Holder or the Representative:
- in person at the Branch upon a prior verification of the identity of the Account Holder or the Representative, using their ID document or using the Debit Card or ID Card, and PIN for the Debit Card or PIN for the ID Card, respectively, or confirmation of the instruction submitted with the signature of the Account Holder or an authorised Representative;
  - at an ATM upon a prior confirmation of the identity of the Representative using PIN for the Debit Card;
  - via CitiPhone, in accordance with the principles of authorisation of instructions submitted through this channel;
  - via Citibank Online, in accordance with the principles of authorisation of instructions submitted through this channel.

- 8.2. The Bank shall commence the execution of an authorised payment order once the Bank has received it, however the Bank and the Account Holder may agree that the execution of the payment order shall commence:
- on a specific day,
  - at the end of the indicated period,
  - on the day when the Account Holder provided funds for the execution of the payment order to the Bank.

If the Bank receives the payment order:

- on a day not being a Business Day for the Bank or
- on a Business Day, but after the cut-off times specified by the Bank in the List of Cut-off Times, the payment order shall be considered to be received by the Bank on the first Business Day after that day. The provisions of the preceding sentence shall be applied to determine the time when the Bank has received the funds flowing into the Account, respectively.

In the case of payment orders whose correctness must be confirmed earlier by an authorised Representative, the time of confirmation of the payment order by the Representative shall be considered the time of acceptance of the payment order for execution.

In the case of Transactions made with the use of the Debit Card, the time of receipt of information (settlement file) concerning the Transaction by the Bank from the Payment Organisation shall be considered the time of receipt of the payment order.

- 8.3. The Bank shall execute transfer orders in the following currencies: AUD, CAD, CHF, CZK, DKK, EUR, GBP, HUF, JPY, NOK, PLN, SEK, USD. Transfer orders submitted via Citibank Online shall be executed in CHF, DKK, EUR, GBP, PLN, SEK, USD. If the Bank makes it possible to execute the transfer orders in any currency other than those referred to above, these Regulations shall apply without the need for any amendments.
- 8.4. The Account Holder shall be obliged to check the balance of funds in their Account.
- 8.5. All payment orders authorised by the Representative and submitted to the Bank shall be considered to be confirmed by the Representative and ordered to be executed by the Bank in a final and valid manner. The Representative shall not be able to revoke or change the payment order once the Bank has received it. The revocation of the payment order received by the Bank shall be possible only with the consent of the Bank and on the basis of a separate instruction submitted by the Account Holder.
- 8.6. The Account Holder may establish a standing order or a one-off transfer with a future date. If the aforesaid payment order has been established, modified or waived, the Account Holder shall be obliged to notify the Bank at least one Business Day before the date of execution of the payment order. The payment order shall be executed if a sufficient amount is available in the Account one Business Day before the specified date of execution of the standing order or a transfer with a future date. A failure to ensure that a sufficient amount is available in the Account one Business Day before the specified date of execution of the standing order or a transfer with a future date may represent the basis for refusal to execute the authorised operation.
- 8.7. The standing order or a transfer with a future date may be established only in Polish zlotys and the indicated account to be debited must be maintained in Polish zlotys, otherwise the Bank shall refuse to execute the authorised operation.
- 8.8. The Bank shall make it possible for the Account Holder, as the payer, to use the Direct Debit service, subject to the prior consent of the Account Holder to debit their Account with the amount of the payment Transaction initiated by the payee and other additional conditions that may result from the principles of performance of Direct Debit services adopted in the interbank transactions. The Account Holder, as the payer, shall give consent to execute the payment Transaction initiated by the payee under the Direct Debit service by submitting a written instruction at the Branch or submitting an instruction via Citibank Online or CitiPhone. In the case of modification or cancellation of the Direct Debit service, the Account Holder shall be obliged to report this fact to the Branch not later than by the end of the Business Day preceding the date of debiting the Account, as agreed with the Bank.
- 8.9. The Bank shall execute the Direct Debit in Polish zlotys or in euros (Direct Debit SEPA) under the terms specified in applicable laws. The Direct Debit shall be executed if a sufficient amount is available in the Account one Business Day before the specified date of execution thereof. The lack of funds in the Account one Business Day before the specified date shall represent the basis for refusal to execute the Direct Debit.
- 8.10. The Bank shall execute the Direct Debit SEPA only on a B2C basis (business to consumer).
- 8.11. In the case of the Direct Debit, the payer may cancel the payment order not later than at the end of the Business Day preceding the date of debiting the Account, as agreed with the Bank.

- 8.12. If the Account of the Account Holder being the beneficiary of the transfer named in the credit transfer by the transfer originator varies, in terms of currency, from the payment currency specified in the credit transfer received, the amount of payment shall be converted into the currency of the credited Account at the currency exchange rate prevailing at the Bank at the time of execution of the credit transfer, with the exception of separate arrangements between the Account Holder and the Bank.
- 8.13. The Account Holder may order CGT Transfers to be executed by the Bank at Branches, via CitiPhone and via Citibank Online.
- 8.14. When executing instructions against the Account under the CGT Transfer service in favour of the Payee's account maintained in any currency other than the currency of the instruction, the Payee's account shall be credited with the amount converted at the exchange rate used by the Payment Organisation making settlements as part of the service.
- 8.15. CGT Transfers shall be executed immediately, and the Payee's account shall be credited with the amount of funds transferred once the CGT Transfer has been executed. The feasibility of executing the CGT Transfer shall depend on the technical readiness of the Payee's bank to accept a transfer as part of this service. The Bank shall inform the Account Holder of the feasibility of executing a transfer as part of the CGT service before executing the CGT Transfer.
- 8.16. At the SORBNET system, external PLN credit transfers shall be executed on a mandatory basis in favour of accounts at banks, credit institutions, branches of credit institutions and branches of foreign banks conducting business in the territory of the Republic of Poland, with the exception of transfers in favour of the Social Insurance Institution and the Tax Office, in the amount equal to or greater than PLN 1,000,000.

## SECTION 9. CASH DEPOSITS AND WITHDRAWALS

- 9.1. Deposits into the Account may be made:
- a) in the form of transfers to the Account made through other banks or post offices;
  - b) through ATMs indicated by the Bank;
  - c) in cash at the Branches indicated by the Bank.
- 9.2. In the case of deposits into the Account made at ATMs or cash deposit machines using the Debit Card, such deposits may be made solely in banknotes in the currency supported by the ATM or cash deposit machine, in accordance with the instructions of the ATM or cash deposit machine having this functionality. The provisions of Section 13 of these Regulations shall apply to the use of the Debit Card at ATMs indicated by the Bank, as appropriate.
- 9.3. The deposited amount shall be checked and counted and the Account shall be credited with the deposited amount as follows:
- a) immediately after making the deposit in the case of deposits at ATMs of the Bank,
  - b) immediately after receiving information on the deposit made from an independent operator - in the case of deposits at cash deposit machines of independent operators chosen by the Bank.
- 9.4. In the case of deposits made at the Branches and at ATMs on any day other than a Business Day, the first Business Day after the deposit is made shall be considered to be the date of deposit.
- 9.5. The cash deposit instruction shall be considered to be authorised if:
- a) it has been confirmed by PIN for the Debit Card, or
  - b) if the deposit is made at the Branch, it has been confirmed by the signature of the Account Holder or Representative, or
  - c) in the case of a device where the Transactions are initiated by inserting the card, the authorisation occurs through the physical placement of the Debit Card in the device.
- 9.6. The Bank reserves the right to refuse, without giving reasons, to accept destroyed banknotes and coins or those withdrawn from circulation, coins other than Polish zlotys and banknotes of currencies other than the currencies in which the cash service is provided, as determined by the Bank for the Bank Branch. In the case of counterfeit banknotes or coins, the Bank shall be entitled to refuse to return them.
- 9.7. A deposit into the Account in any currency other than the currency of the Account, indicated in the instruction received, shall be accepted by the Bank for execution as an instruction to settle the amount deposited in the Account, indicated in the instruction, after converting into the currency of the Account at the exchange rate prevailing at the Bank at the time of executing the instruction by the Bank, except as otherwise agreed between the Account Holder and the Bank.
- 9.8. The maximum daily limit of ATM withdrawals shall be specified in the Fee Schedule.



- 9.9. The Bank shall reserve the right to support withdrawals in foreign currencies at the Bank Branches solely in currencies and denominations in which the cash service is provided. The Bank shall reserve the right to pay out the amount of foreign currency which is not a multiple of the minimum denomination, specified by the Bank for the Bank Branch, after converting it into Polish zlotys at the exchange rate prevailing at the Bank. The Account Holder withdrawing an amount in a foreign currency which is not a multiple of the denomination specified by the Bank shall receive the remaining amount of the withdrawal in Polish zlotys, after converting it into Polish zlotys at the exchange rate prevailing at the Bank.
- 9.10. Withdrawals at the Bank's own ATMs shall be always made in Polish zlotys, regardless of the currency of the account indicated for settlements of ATM Transactions by the Account Holder.
- 9.11. The Bank shall specify in the Fee Schedule the amount above which the Account Holder should notify in advance of the planned cash withdrawal. The notification period shall not be shorter than 3 Business Days.
- 9.12. The cash withdrawal instruction shall be considered to be authorised if confirmed by PIN for the Debit Card or PIN for the ID Card or the signature of a duly authorised Representative.

#### SECTION 10. ONLINE BANKING SERVICE - CITIBANK ONLINE

- 10.1. The Account Holder may use the Online Banking Service - Citibank Online. Access to the Online Banking Service Citibank Online shall be facilitated as at the date of the Agreement and provided after logging in to the system using an active Card to the Account.
- 10.2. Through Citibank Online, the Account Holder may:
- obtain information about the balance of the Account and Transactions in the Account,
  - submit instructions and carry out Transactions in the Account,
  - make complaints and inquiries,
  - submit other instructions specified by the Bank.
- 10.3. The Representative shall be able to contact the Bank through Citibank Online to the extent specified by the Account Holder in the Representative Card, after conducting an electronic identification. The Bank shall not be liable for any instructions relating to the Account submitted through Citibank Online by unauthorised persons if they have passed successfully the identification process.
- 10.4. All instructions submitted by the Account Holder or the Representative via Citibank Online shall be considered to be confirmed by the Account Holder and ordered to be executed by the Bank in a final and valid manner.
- 10.5. The use of Citibank Online by the Account Holder shall require appropriate devices and software enabling the Account Holder to gain access to the websites of the Bank.
- 10.6. The Account Holder shall agree to receive from the Bank programs, computer files and equipment necessary, in the opinion of the Bank, to use Citibank Online.
- 10.7. The functioning and operation of Citibank Online is described in appropriate user manuals available on the websites of the Bank. The user manuals, referred to in the preceding sentence, define the detailed rules of electronic identification of the authority of the Account Holder or Representative assigned to them by the Bank and the rules of conduct of the Account Holder in connection with access to the Account via Citibank Online.
- 10.8. Electronic identification via Citibank Online involves in particular the entry of correct identification data, i.e. the login and password to the Debit Card or ID Card registered earlier in the system.
- 10.9. The Account Holder and each of the Representatives shall be obliged to keep secret any information the disclosure of which could adversely affect the effectiveness of mechanisms ensuring the safety of Transactions ordered via Citibank Online, including identification data.
- 10.10. In the case of disclosure by the Account Holder or Representative(s) of any information, referred to in subparagraph 10.9, to third parties and executing any Transactions by third parties via Citibank Online, the sole liability for the aforesaid Transactions shall rest with the Account Holder. The Bank shall not be liable for any damages caused by the use by unauthorised persons of any information, referred to in subparagraph 10.9, and also any personal data and the history of the Account.
- 10.11. When finding any unauthorised use of Citibank Online or for security reasons, especially in the case of any circumstances which could damage the interests of the Account Holder or the Bank, the Bank shall have the right to introduce additional procedures to secure the Transactions made via Citibank Online or block access to Citibank Online for the time specified by the Bank.
- 10.12. For security reasons and any other reasons beyond the control of the Bank, the Bank shall have the right to cease to provide access to Citibank Online on a temporary basis for the period necessary to remove any threats or irregularities.

- 10.13. For security reasons, the Bank shall establish a daily limit for Transactions made via Citibank Online. The daily limits of Transactions shall depend on the Representative's profile assigned by the Account Holder in the Representative Card. In justified cases, regardless of the limits of Transactions specified in the Representative Card, the Bank shall reserve the right to lower unilaterally the daily limit of Transactions. The Bank may also, in justified cases, change the daily limit of Transactions at the request of the Account Holder. The Bank shall reserve the right to refuse to execute an authorised Transaction if the Account Holder exceeds the limit of Transactions.
- 10.14. For security reasons, the Bank shall reserve the right to end the session with the Account Holder after a certain time, specified by the Bank, has passed from the last activity of the Account Holder at Citibank Online.
- 10.15. The Account Holder shall agree to use Citibank Online in accordance with applicable laws, including these Regulations. The use of Citibank Online in violation of the law may be the basis for termination of the Agreement or blocking access to Citibank Online. The Account Holder shall agree not to transfer via Citibank Online any illegal content.
- 10.16. Information on changes in the functionalities of Citibank Online and the date of their introduction shall be available on the websites of the Bank, at CitiPhone or shall be sent to the Account Holder using other electronic means.
- 10.17. The Bank shall not be liable for unavailability of Citibank Online due to reasons beyond the control of the Bank.
- 10.18. The Bank shall not be liable for any damages caused by a failure to deliver or untimely delivery of the Activation Codes in the form of SMS text messages containing information for authentication of Transactions made via Online Banking Service - Citibank Online to the Main Mobile Telephone Number indicated by the Account Holder.
- 10.19. The Bank shall not be liable for any damages caused by sending the Activation Codes in the form of SMS text messages containing information for authentication of Transactions made via Online Banking Service - Citibank Online to the Main Mobile Telephone Number indicated by the Account Holder if the Account Holder does not give any instruction to cease sending such messages.
- 10.20. The Bank shall not be liable for any damages caused by third parties gaining access to the mobile telephone whose number was indicated to the Bank by the Account Holder to receive Activation Codes in the form of SMS text messages containing information for authentication of Transactions made via Online Banking Service - Citibank Online.
- 10.21. The Account Holder may submit to the Bank Branch, at any time, a written instruction to deactivate access to Citibank Online. In order to reactivate access to Citibank Online, the Account Holder shall submit an appropriate instruction to the Bank Branch or via CitiPhone. Submitting an instruction to deactivate immediately access to Citibank Online shall not be tantamount to terminating the Agreement.
- 10.22. The amount of fees charged for the use of Citibank Online shall be specified in the Fee Schedule.
- 10.23. Instructions submitted via Citibank Online shall be considered to be authorised if the Account Holder or the Representative agreed to execute these by:
- logging in to Citibank Online, submitting a complete instruction in the required form, confirming the instruction, in accordance with the rules for confirmation defined in the bank documentation, in particular by selecting an appropriate function key used to transfer the instruction to the Bank - if the Bank does not require authorisation by entering an appropriate Authorisation Code, or
  - logging in to Citibank Online, submitting a complete instruction in the required form, confirming the instruction, in accordance with the rules for confirmation defined in the bank documentation, in particular by selecting an appropriate function key used to transfer the Transaction to the Bank and entering an appropriate Authorisation Code - if the Bank requires authorisation by entering an appropriate Authorisation Code.
- 10.24. The Account Holder, using the joint service of the Account with the Citibank Personal Account, referred to in subparagraph 3.4 of these Regulations, may submit instructions related to the Account via Citi Mobile once he/she has logged in to the system as an individual customer. Access via Citi Mobile shall be provided by the Bank to a limited extent and within the limits available under the Agreement on Deposit Products for individual customers of the Bank.
- 10.25. The use of Citibank Online and Citi Mobile by the Customer shall require appropriate devices and software enabling the Customer to gain access to Citibank Online and Citi Mobile, including:
- Access to the computer or another device with the operating system supporting popular web browsers, e.g. Internet Explorer, Google Chrome, Mozilla Firefox;



- b) Enabling cookies and JavaScript. The configuration instruction is posted on the website;
  - c) Enabling TSL 1.0 and 1.1 protocol;
  - d) Acrobat Reader version 9.0 or newer to support PDF files;
  - e) Transfer to/from external network (for a single station) min. 128 kb/s, recommended 512 kb/s;
  - f) http (80) and https (443) ports.
- When using the Service, it shall be recommended to have updated anti-virus software and use the newest version of the web browser.

#### SECTION 11. CORPORATE CUSTOMER TELEPHONE SERVICE - CITIPHONE

- 11.1. To the extent agreed with the Bank, the Account Holder may obtain information and submit instructions related to the Account by telephone via CitiPhone, in accordance with the provisions of the Agreement, the Regulations and rules of representation of the Account Holder for this access channel to the Account. In order to use CitiPhone, the Account Holder must have a touch-tone telephone and connect to the appropriate number indicated by the Bank.
- 11.2. The Representative shall be able to contact the Bank through CitiPhone to the extent specified by the Account Holder in the Representative Card, after conducting an appropriate verification by the Bank. The Bank shall not be liable for any instructions relating to the Account submitted through CitiPhone by unauthorised persons if they have passed successfully the verification process.
- 11.3. All instructions submitted by the Account Holder or the Representative via CitiPhone shall be considered to be confirmed by the Account Holder and ordered to be executed by the Bank in a final and valid manner. Blocking the Card to the Account of the Representative or the Account Holder shall not make it impossible to submit instructions via CitiPhone.
- 11.4. Instructions submitted via CitiPhone shall be considered to be authorised if the Account Holder or the Representative agreed to execute these by giving the Debit Card or ID Card number or Personal ID No (PESEL) and confirming CitiPhone PIN or only CitiPhone PIN in a situation where the Caller ID functionality is available to the Account Holder or the Representative.
- 11.5. The Account Holder or the Representative shall assign and change the CitiPhone PIN number via CitiPhone.
- 11.6. The Account Holder and each of the Representatives shall be obliged to keep secret any information the disclosure of which could adversely affect the effectiveness of mechanisms ensuring the safety of Transactions ordered via CitiPhone, including ID Codes, personal data and the Account history.
- 11.7. In the case of disclosure by the Account Holder or Representative(s) of any information, referred to in subparagraph 11.4, to third parties and executing any Transactions by third parties via CitiPhone, the sole liability for the aforesaid Transactions shall rest with the Account Holder. The Bank shall not be liable for any damages caused by the use by unauthorised persons of any information, referred to in subparagraph 11.4.
- 11.8. The use of CitiPhone PIN when using the CitiPhone service shall be for the Bank the confirmation of the instructions given by the Account Holder via CitiPhone and authorisation for the Bank to execute the same. The aforesaid authorisation shall be binding upon the Bank also if the telephone instruction has been issued by a person other than the Account Holder or the Representative, if that person has given the correct CitiPhone number.
- 11.9. The Bank shall have the right not to execute the telephone instruction of the Account Holder if there is a suspicion that the instruction has been submitted by an unauthorised person. In such case the Bank shall have the right to contact the Account Holder to obtain additional confirmation of the instruction submitted.
- 11.10. The Account Holder hereby consents to record with the use of electromagnetic media all telephone conversations with representatives of the Bank and to use the recordings as evidence. In the case of disputes regarding the accuracy of verbal verification via CitiPhone and the content of the instruction submitted, the recording of the conversation on an electromagnetic medium shall be decisive evidence. The purpose of the recording is to ensure the safety of funds deposited in the Account.
- 11.11. The media containing the recordings of telephone instructions and written confirmations of these instructions shall be stored in internal files, in accordance with the general laws on the time and methods of internal filing of bank documents.
- 11.12. The Bank shall reserve the right to contact the Account Holder or the authorised Representative by telephone without a prior notice.
- 11.13. Transactions of the Account Holder based on instructions submitted by telephone shall be confirmed by the Bank in the form of the Account statement or, at the request of the Account Holder, in the form of a separate confirmation subject to a fee in line with the Fee Schedule.

#### SECTION 12. CITIALERTS SERVICE

- 12.1. It shall be possible to activate or modify the settings of CitiAlerts service via Citibank Online, at the Bank Branches, in writing to the address of the Bank or via CitiPhone, in accordance with the rules for representation of the Account Holder applicable to this access channel to the Account.
- 12.2. Each Representative may activate CitiAlerts service for themselves. The Account Holder may activate or modify the setting of CitiAlerts service for all Representatives.
- 12.3. The messages, depending on the type of information communicated, shall be sent in real time (CitiAlerts Premium) or on a daily basis (CitiAlerts Standard).
- 12.4. The messages generated on a daily basis (CitiAlerts Standard) shall be sent from Tuesday to Saturday (excluding the Business Day immediately after statutory holidays). The messages shall be sent not later than on the second Business Day after the Transaction giving rise to generating the message.
- 12.5. The Bank shall agree to start sending the messages on the third Business Day after the date of submitting the instruction to activate CitiAlerts service by the Account Holder, at the latest.
- 12.6. If the CitiAlerts Standard package is selected, the messages generated shall refer only to the main account. If the CitiAlerts Premium package is selected, the messages on changes in all accounts of the Account Holder shall be sent.
- 12.7. The fees charged for the use of CitiAlerts service shall be specified in the Fee Schedule.
- 12.8. The Bank shall not be liable for any damages caused by a failure to deliver or untimely delivery of any SMS text message or e-mail message due to reasons attributable to third parties for which the Bank is not responsible.
- 12.9. The Bank shall not be liable for any damages caused by gaining access to the Main Mobile Telephone Number of the Account Holder or the Representative by third parties.
- 12.10. The Account Holder may cancel CitiAlerts service via Citibank Online, at the Bank Branch, in writing at the address of the Bank or via CitiPhone, in accordance with the rules for representation of the Account Holder applicable to this access channel to the Account. The cancellation of CitiAlerts service shall not be tantamount to terminating the Agreement.
- 12.11. In justified cases, the Bank shall have the right to block access to CitiAlerts service.

#### SECTION 13. THE CARD

- 13.1. After opening the Account, the Bank shall issue at least one Debit Card or ID Card. The Debit Card or ID Card shall be issued under the Agreement and the Regulations. Depending on the Package selected by the Account Holder, the Account Holder may receive additional Cards for the fee charged for the Package or as an additional product for a fee in accordance with the Fee Schedule.
- 13.2. The Bank shall inform the Representative of the validity period of the Card by indicating it on the Card or shall provide the information on a durable medium.
- 13.3. Cards shall be issued for the validity period indicated on the Card; if neither Party makes a statement not to renew the provisions of the Agreement related to the Card at least 30 days before the expiry date of the Card, these provisions shall be deemed to be appropriately extended for the aforesaid periods. The Bank shall inform the Account Holder in writing, to the last correspondence address given by the Account Holder, of the intent not to extend the validity period of the Card. In addition, the validity period of the Card shall not be extended in cases where sending the notification involves a risk of disclosure by the Bank of any information with the status of bank secret to a third party.
- 13.4. The Card may be used solely by the Account Holder or the Representative who is the user thereof named by the Account Holder.
- 13.5. Cards should be used in accordance with the Regulations, the Agreement and generally applicable laws.
- 13.6. Cards shall be issued to the Account Holder and the Representatives at the Branch or sent to the correspondence address indicated by the Account Holder to provide them to the Representatives.
- 13.7. Immediately after receiving the Card, the Representative shall be obliged to sign it in a permanent manner and activate it. The Card may be activated via Citibank Online (except Citi Mobile), CitiPhone or at the Bank Branch.  
If the Card is sent by mail to the Account Holder, the activation of the card shall be tantamount to the confirmation of receipt of the mail containing the Card intact.
- 13.8. The Bank shall be the owner of the Cards issued. The Account Holder shall agree to return Cards at the request of the Bank. The Account Holder shall determine the number of Representatives authorised to carry out activities related to the Account. Each Representative may use only one Debit Card or ID Card.

- 13.9. The Account Holder, subject to subparagraph 18.4, shall have the right to use the Card during the whole validity period noted on the Card, expiring on the last day of the month visible on the Card:
- at the Bank Branches;
  - via CitiPhone, after entering their CitiPhone PIN;
  - at ATMS, after entering their PIN for the Debit Card;
  - by making Cashless Transactions at points of sale or "Cashback" Transactions, confirming the Transaction by the signature or entry of PIN for the Debit Card;
  - by making Cashless Transactions without the physical use of the Debit Card via the Internet, provided that the Debit Card with such functionality has been issued;
  - by making Contactless Transactions at the Merchants marked with the MasterCard PayPass symbol.
- 13.10. Transactions made at the ATM, Cashless Transactions, including Contactless Transactions made at points of sale marked with the card symbol and "Cashback" Transactions made with the use of the Debit Card shall be recorded in the Main Account, unless otherwise defined by the Account Holder. Attaching the Debit Card to another auxiliary account of the Account Holder, depending on the Package held, may involve charging the Account with a fee in accordance with the Fee Schedule.
- 13.11. The Account Holder and the Representative shall be obliged to keep their ID Codes in strict secrecy. The Account Holder shall be liable for the disclosure thereof.
- 13.12. The Representative shall assign and change PIN for the Card through ATMs of the Bank and selected ATMs other than those of the Bank, offering this functionality, CitiPhone or at the Bank Branches. The Representative may change PIN for the Card via Citibank Online (except Citi Mobile).
- 13.13. Cash withdrawals from ATMs at home or abroad with the use of the Debit Card shall be subject to restrictions under applicable laws. The Representative shall have the right to withdraw from ATMs funds from the Account with the use of the Debit Card up to the balance available in the current account for a particular Debit Card, subject to Transaction limits and fees and commissions, if any.
- 13.14. The Representative may receive a printout from the ATM, confirming each instruction submitted by the Representative via ATMs. The Account Holder hereby acknowledges that the aforesaid confirmation is a sufficient proof of execution of the Transactions.
- 13.15. The Transactions made by the Representative with the use of the Debit Card shall affect directly the Account Holder. The Representative shall confirm the execution - authorise Cashless Transactions with the use of the Debit Card at points of sale by signing or entering PIN for the Debit Card; when withdrawing cash as part of the "Cashback" Transaction, the only confirmation (authorisation) of the cash withdrawal shall be the entry of PIN for the Debit Card.
- In the case of a Contactless Transaction:
- above the amount-based limit - the transaction shall be considered to be authorised by confirming PIN for the Debit Card or by signing;
  - below the amount-based limit - the transaction shall be considered to be authorised once the details of the Debit Card recorded in the Contactless Module, required to make the Transaction, have been transferred by placing the Debit Card close to the device reading the data recorded in the Contactless Module.
- In the case of Cash Transactions, the Transaction shall be authorised by entering PIN for the Debit Card.
- 13.16. The amounts of Transactions made in foreign currencies shall be converted into the settlement currency at the rate of the institution settling the Transactions, and then recorded in the appropriate Account for the Debit Card. If the currency of the appropriate Account for the Debit Card and the settlement currency vary, the amounts of Transactions shall be settled as follows:
- in the case of withdrawals from ATMs marked with the Citi or Citibank logo, the Transactions shall be converted from the settlement currency - US dollar (USD) into the currency of the appropriate Account for the Card at the rate prevailing at the Bank at the time of Transaction, and if the currency of the Transaction and the currency of the appropriate Account for the Card are the same, the Transaction shall be recorded without currency conversion;
  - in the case of other Transactions, these are converted from the settlement currency - US dollar (USD) or sterling (GBP) for Transactions made in these currencies or in other cases from the settlement currency - euro (EUR) into the currency of the appropriate Account for the Card, at the rate consistent with the last exchange rate schedule prevailing at the Bank on the day of recording of the Transaction. The aforesaid exchange rates shall be available on the websites of the Bank ([www.citihandlowy.pl](http://www.citihandlowy.pl)), via CitiPhone or at the Branches.

- 13.17. Transactions made with the use of Debit Card shall be recorded in the appropriate Account for the Debit Card. Cash Transactions, Cashless and "Cashback" Transactions, at home or abroad, with the use of the Card may be executed against the Account maintained in zlotys (PLN), euros (EUR), US dollars (USD) or sterlings (GBP), provided that it is the appropriate Account for the Card at the time of the Transaction, or against the Account maintained in zlotys (PLN) in any other case. In the case of Transactions made with the use of the Debit Card, the date of receipt of information (settlement file) concerning the Transaction by the Bank from the Settlement Institution shall be considered the time of receipt of the order.
- 13.18. The holder of the Debit Card shall be charged with Transactions made at a distance, without physical presentation of the Debit Card, if they have been confirmed with the correct PIN for the Card or CitiPhone PIN.
- 13.19. In the case of damage, loss or theft or disclosure of the Card data to an unauthorised person, the Representative or Account Holder shall be obliged to cancel it immediately at the Bank Branch or via CitiPhone.
- 13.20. The Bank shall confirm the acceptance of the Card cancellation in writing if the cancellation was reported at the Bank Branch or verbally if the cancellation was reported via CitiPhone.
- 13.21. The Bank shall have the right to cancel the Card at any time, for important reasons, in order to protect the funds of the Account Holder. The Bank shall inform the Account Holder immediately about the cancellation.
- 13.22. The cancellation of the Card shall not be tantamount to terminating the Agreement.
- 13.23. The cancellation of the Card means an inability to dispose of the funds deposited in the Account using the Card, including Cash and Cashless Transactions, and to order authorised payment Transactions via Citibank Online. The cancellation of the Card shall not block the ability to order Transactions via CitiPhone.
- 13.24. For security reasons, the number and expiry date of the Card should not be disclosed to third parties for purposes other than executing the Transactions.
- 13.25. The Account Holder shall be fully liable for the Transactions made with the use of the Card by an unauthorised person until the Card has been cancelled by the Account Holder or the Representative, except as referred to in the Regulations, the Agreement or the Act.
- 13.26. The Account Holder shall be fully liable for the Transactions confirmed by properly entered ID Codes as a result of the wrongful act or omission of the Account Holder or the Representative, except as referred to in the Regulations, the Agreement or the Act.
- 13.27. If the Account Holder or the Representative has disputed any Transaction made with the use of the ID Code, the Bank may cancel the Debit Card and refrain from re-issuing the Card until the dispute has been clarified.
- 13.28. 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 last correspondence address indicated by the Account Holder.
- 13.29. The Bank shall be liable for the Transactions on terms specified in generally applicable laws, including the Act. Except the cancellation of the Card, the Bank shall not be liable for any damage resulting from the use of the Card and ID Codes by an unauthorised person. The Bank shall not be liable for any Transactions, regardless of the amount, if the Account Holder or the Representative:
- stores the Card without due diligence;
  - stores the Card together with ID Codes;
  - fails to protect duly ID Codes;
  - fails to report immediately to the Bank the loss or damage of the Card;
  - provides the Card, its number, expiry date or ID Codes to unauthorised persons;
  - uses the Card contrary to its intended use.
- 13.30. The Bank shall not be liable for the refusal to execute the Transaction with the use of ATMs or Cashless Transactions at points of sale or "Cashback" Transactions with the use of an unsigned Debit Card if the Transaction has been confirmed by a signature incompatible with that placed on the Debit Card or if a wrong PIN for the Card has been entered.
- 13.31. The Account Holder shall be full liable to the Bank for any consequences of the use of Cards by the Representative and third parties, subject to the exceptions referred to in the Regulations, the Agreement or generally applicable laws, including the Act.
- 13.32. If the Card is used by the Representative contrary to the Regulations, the Agreement and the laws, the Account Holder shall be obliged to notify immediately the Bank and demand the cancellation of the Card.

13.33. The Parties shall accept the possibility of giving up the Debit Card or the ID Card by the Account Holder without terminating the Agreement at the same time, however giving up all cards by the Account Holder shall be tantamount to terminating the Agreement. In such case the provisions of Section 18 of these Regulations shall apply accordingly.

#### SECTION 14. DEPOSITING FREE FUNDS

- 14.1. The Account Holder may deposit free funds in a Term Deposit or an Interest-bearing Corporate Account.
- 14.2. The Account Holder may submit to the Bank an instruction to open the Term Deposit. When submitting the instruction, the Account Holder shall determine the currency, amount, type of deposit, Contractual Term and the renewal option.
- 14.3. This deposit may bear:
- interest at a fixed rate.
- 14.4. The Contractual Terms, minimum amounts of Term Deposits, available currencies and interest rates shall be presented in the Interest Rate Schedule.
- 14.5. The Term Deposit shall be opened under the Agreement and the Regulations once the funds have been transferred from the Account indicated by Account Holder or the Representative submitting the instruction to open the Term Deposit. Once the Term Deposit has expired or has been terminated, the funds together with the interest shall be transferred to the same Account out of which the Term Deposit was created. In the case of expiry of the Term Deposit, the funds shall be available to the Account Holder on the date of maturity of the Term Deposit.  
In the case of termination of the Term Deposit, the funds shall be made available on the date of receipt of the instruction to terminate the Term Deposit, and on the next Business Day after the receipt of the instruction to terminate the Term Deposit at the latest.
- 14.6. If the Representative submits an instruction to open the Term Deposit on any day other than the Business Day, the Term Deposit shall be opened on the next Business Day.
- 14.7. If the date of maturity of the Term Deposit falls on any day other than the Business Day, the Term Deposit shall mature on the next Business Day.
- 14.8. For all Term Deposits, the Contractual Term shall be counted on the basis of the actual number of calendar days.
- 14.9. In the case of Term Deposits, the interest shall accrue at 1/365 (for PLN and GBP) and 1/360 (for USD) of the annual interest for each day from the date of opening or renewing the Term Deposit until the last but one day of the Contractual Term and shall be added, in accordance with the instruction of the Account Holder, to the balance of the Term Deposit or the Current Account on the date of maturity of the Term Deposit, unless the Term Deposit has been opened on different terms.
- 14.10. The interest of Term Deposits shall be determined, in accordance with the instruction of the Account Holder, at a fixed interest rate prevailing at the Bank on the first day of the Contractual Term. The fixed interest rate shall not be subject to change during the contractual term of the Term Deposit, while the variable interest rate may be changed by the Bank if at least one of the parameter, referred to in subparagraph 4.2 of the Regulations, has changed.
- 14.11. The Bank shall open the Interest-bearing Corporate Account under the Agreement and the Regulations, in line with the instruction submitted by the Account Holder, in writing or by telephone via CitiPhone, in accordance with the rules for representation of the Account Holder applicable to this access channel for the Account.
- 14.12. The Interest-bearing Corporate Account shall be an interest-bearing Account payable on demand, designed for keeping funds and making financial settlements.
- 14.13. If the Agreement does not provide otherwise, the funds accumulated in the Interest-bearing Corporate Account shall bear interest at the variable interest rate determined by the Bank, accrued on an annual basis.
- 14.14. A change in the interest rate on the Interest-bearing Corporate Account shall not be an amendment to the Agreement and shall not require that the Agreement be terminated. A change in the interest rate shall be effective as of the date specified by the Bank. Information on the current interest rates is communicated to the public at the Bank Branches, and is available via CitiPhone and on the websites of the Bank.
- 14.15. Interest on funds accumulated in the Interest-bearing Corporate Account shall be accrued from the date of depositing funds in the Account until the date preceding the withdrawal of funds (inclusive).
- 14.16. If not otherwise provided in the Agreement, interest on funds accumulated in the Interest-bearing Corporate Account shall be paid for monthly accounting periods or, if the Agreement has been terminated, on the day preceding the date of termination thereof. Interest accrued during a particular accounting period shall be added to the balance of the Interest-bearing Corporate Account on the first day of the following accounting period or the day of termination of the Agreement, respectively.

- 14.17. Interest in the Interest-bearing Corporate Account shall be accrued for the actual number of days at 1/365 of the annual interest for each day, counting from the date of deposit if this is a Business Day (if the date of deposit is not a Business Day, from the next Business Day), until the date preceding the withdrawal, and shall be added to the Account in accordance with subparagraph 14.16.
- 14.18. For the services provided in connection with maintaining the Interest-bearing Corporate Account, the Bank shall charge fees and commissions specified in the current Fee Schedule for the Package.
- 14.19. However, the variable interest rate of Term Deposits and the Interest-bearing Corporate Account may be changed by the Bank if one of the conditions referred to in subparagraph 4.2 has materialised.
- 14.20. The Account Holder shall not be permitted to use Term Deposits and Interest-bearing Corporate Accounts to deposit free funds not related to the business activity.
- 14.21. Information on Deposits shall be visible at Citibank Online for all Representatives, whether or not they have access to the Account out of which the Deposit has been created.

#### SECTION 15. THE LIABILITY OF THE BANK

- 15.1. The Bank shall be liable for actual damages (excluding lost profits) resulting from non-performance or improper performance of its obligations, unless such non-performance or improper performance was 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 perform its obligations caused by force majeure. The force majeure means any event caused by reasons beyond the Bank's control and includes the activities of public authorities, strikes, natural disasters, riots, acts of war, terrorist attacks;
  - b) any events within the influence or control of the Account Holder, including the consequences of non-performance or improper performance by the Account Holder of the provisions of these Regulations or the Agreement, or another agreement that the Regulations apply to;
  - c) the execution of a falsified instruction, unless the Bank acted contrary to the procedures prevailing at the Bank when executing such instruction;
  - d) non-execution by the Bank of illegible, damaged, incomplete or faulty instructions;
  - e) the communication of erroneous information to the Account Holder, unless the errors have been caused by wilful misconduct of the Bank;
  - f) the execution of instructions submitted by the Account Holder via Citibank Online, CitiPhone or at the Bank Branches;
  - g) the use of Citibank Online by the Account Holder, unless they have been caused by wilful misconduct of the Bank. In particular, the Bank shall not be liable for any damages incurred by the Account Holder if:
    - the Account Holder is unable to use Citibank Online due to the failure of telecommunications devices supplied to the Account Holder or the Bank by third parties, or the information received by the Account Holder or the Bank is inaccurate, incomplete or delayed as a result of such damage or failure;
    - any damage caused by communication failures, damages or delays related to the banking and financial services via Citibank Online, which are the result of circumstances for which the Bank is not responsible;
    - the damages result from access of third parties to Citibank Online or result from a crime;
    - the damage results from the disclosure by the Account Holder of ID Codes to third parties or inadequate protection of ID Codes;
  - h) the interruption of the provision of services due to the failure of the Bank's IT systems.
- 15.2. The Bank shall not be liable to the Account Holder for a decrease in the value of funds deposited in the Account of the Account Holder or unavailability of such funds in connection with restrictions on foreign exchange or the transfer of funds as a result of decisions taken by the Polish authorities, seizure or compulsory transfer of funds, or for any similar event beyond the control of the Bank.
- 15.3. Deposits and other liabilities of the Bank in any currency shall be payable solely at the Bank in the territory of the Republic of Poland and shall be governed by the laws of the Republic of Poland, in particular the Act on Banking Law and the Foreign Exchange Law.
- 15.4. Subject to subparagraph 15.1. b) and d-h), if the Bank fails to execute the instruction of the Account Holder in a timely manner through the Bank's fault, the Bank shall be obliged to pay the Account Holder contractual penalty which is the equivalent of the statutory interest accrued on the amount covered by the instruction, for each day of delay, however in total not more than 5% of the whole amount covered by the instruction whose execution date has been infringed. The Account Holder shall have no right to demand compensation in excess of the contractual penalty.



- 15.5. In the absence of the Account Holder's instructions, the Bank shall have the right to choose, at its sole discretion, a third-party correspondent or an agent, and use the service of the correspondent or the agent to the extent necessary for the Bank to fulfil the obligations resulting from maintaining the Account.
- 15.6. Pursuant to the Act on the Bank Guarantee Fund ("BGF Act"), the Bank is an entity included in the compulsory guarantee scheme for funds accumulated in bank accounts or due with respect to claims confirmed by documents issued by the Bank, under the following terms:
- the aim of the compulsory guarantee scheme for funds is to ensure depositors a payment, up to the amount specified in the BGF Act, of guaranteed funds in the event of their unavailability;
  - the guarantee of the Bank Guarantee Fund ("BGF") covers funds accumulated at the Bank by the depositor in personal Accounts and depositor's receivables due to other banking activities, in the Polish currency or in foreign currencies, as at the date of suspension of the Bank's activity, confirmed by personal documents issued by the Bank, plus interest due accrued until the date of satisfying the guarantee condition - up to the amount specified by the Act, excluding securities other than those amounting exclusively to cash debt claims and funds defined in a final and valid sentence as proceeds of crime specified in Article 299 of the Criminal Code. The BGF guarantee shall not cover any deposits (debt claims in relation to the Bank) resulting from the following operations conducted with the Bank:
    - a) any banking activities not confirmed by a personal document issued by the Bank (e.g. a debt claim under a banking bearer's security),
    - b) any activities other than banking activities.
  - the BGF guarantee shall not cover any debt claims against an entity which is not included in the guarantee scheme in a situation where the Bank mediates in concluding
  - the agreement with this entity.
  - the maximum amount of the guarantee - in the case of bankruptcy of the Bank, BGF shall pay the guaranteed funds up to the statutorily defined amounts; currently, the amount of deposits not exceeding the equivalent of EUR 100,000 is fully guaranteed, regardless of the currency in which the deposit is denominated; the guaranteed funds are paid in PLN, after the conversion of the value of the foreign currency deposit at the NBP exchange rate as at the bankruptcy date.
  - the part of deposits not included in the Bank Guarantee Fund's guarantee (over the amount of EUR 100,000) constitutes the depositor's claim against the Bank's bankruptcy estate and may be recovered as a result of the apportionment of the insolvent Bank's property in the course of bankruptcy proceedings; if the insolvent Bank is acquired by another bank, the new owner shall assume the liabilities in relation to customers.
  - the depositor, within the meaning of the BGF Act is a natural person, legal person, an organisational unit without legal personality, having legal capacity, who is a party to the personal bank account agreement or holding claims against the Bank arising from banking operations, confirmed by a personal document issued by the Bank.
  - the BGF guarantee shall not cover any debt claims: of the State Treasury; financial institutions such as: domestic and foreign banks and credit institutions, brokerage houses, pension funds, investment funds, entities providing insurance services; organisational units which, in accordance with the Accounting Act, are not entitled to draw up a simplified balance sheet and statement of income (with the exception of local government units), the Bank management and its major shareholders (holding at least 5% of the shares of the Bank).
- 15.7. The Bank as a public company is under the duty to publish quarterly financial statements which are made available to the public via PFSA, and posted by the Bank on the website [www.citihandlowy.pl](http://www.citihandlowy.pl).
- 15.8. Any instructions of the Account Holder submitted to the Bank, concerning changes in:
- the terms and conditions of the Agreement,
  - the use of additional services,
  - the access of the Account Holder and the Representatives to the Account or informing of changes in:
    - the representation of the Account Holder, including as a result of changes in its legal form,
    - persons authorised to grant further powers of attorney,
    - telephone and address details of the Account Holder and Representatives
    - shall be effective in relation to the Bank once:
      - a) the Bank has verified the submitted documents and has found the submitted document correct and true or
      - b) the Bank has verified the correctness and authority to give the instruction if the instructions have been submitted via Citibank Online and CitiPhone.
- The Bank shall verify the documents referred to in subparagraphs a) and b) without undue delay.

Information on the verification conducted by the Bank, as referred to above, shall be available:

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

The Bank shall not be liable for the correct execution of instructions of the Account Holder or Representatives if the Bank has not been informed by the relevant Account Holder of the aforesaid changes.

The Bank shall reserve the right to indicate the method of providing the aforesaid Account Holder's instructions.

- 15.9. The Bank shall reserve the right to restrict partially access to the Account when there are any technical obstacles.

#### SECTION 16. BANK SECRET, CONFIDENTIALITY, PERSONAL DATA PROTECTION

- 16.1. The Account Holder consents to the disclosure by the Bank of any information concerning the Account Holder to entities of Citigroup Inc., to the extent necessary for the reporting produced by Citigroup Inc., including in connection with Transactions of the nature of credit facilities that have been granted or may be granted by the Bank to the Account Holder.
- 16.2. The Account Holder, if a natural person, shall authorise the Bank to process the Account Holder's encrypted personal data at foreign computing centres of Citigroup, that the Bank is a member of, in order to provide the services and execute the Transactions ordered by the Account Holder, made with the use of Citigroup IT systems. The Bank shall guarantee full protection of data processed in these centres and absolute banking secrecy. The statement of the Account Holder shall be the authorisation to disclose information protected by banking secrecy to the aforesaid entities.
- 16.3. The Representative shall have the right to access their data and change, based on the document identifying this change, the following data: the name, series and number of ID document and the address of residence or registered address used solely to identify the Representative. The Bank shall not be obliged to inform the Account Holder of the aforesaid change.
- 16.4. The Account Holder shall hereby agree to keep confidential any technical, technological, trade or organisational information, not disclosed to the public, obtained by the Account Holder in the course of co-operation with the Bank, which may be protected by the Bank's trade secrecy, in particular any data identified by the Bank as protected by the Bank's trade secrecy. Any breach of this provision shall be considered by the Bank to be a material breach of the Agreement by the Account Holder.
- 16.5. The Bank advises that in connection with making international money transfers via the Society for Worldwide Interbank Financial Telecommunication (SWIFT), the government of the United States may have access to personal data. The American authorities have undertaken to use the data obtained from SWIFT exclusively to fight terrorism, while respecting the guarantees provided by the European system of protection of personal data, 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.

#### SECTION 17. SETOFF, RIGHTS IN THE EVENT OF DEFAULT

- 17.1. To the extent permitted by law, the Bank may set off its claims in relation to the Account Holder against the Account Holder's claims in relation to the Bank. The setoff of claims by the Bank shall apply to all present and future liabilities of the Account Holder in relation to the Bank.
- 17.2. The Account Holder acknowledges and accepts that all positive balances of the Account cover liabilities of the Account Holder in relation to the Bank. The Account Holder shall irrevocably authorise the Bank to collect from each Account of the Account Holder, without a prior notice, funds in amounts corresponding to the Account Holder's liabilities in relation to the Bank as they fall due, and to classify the collected funds towards repayment of these liabilities.
- 17.3. If the transfer involving currency conversion, where the exchange rate has been agreed between the Account Holder and the Bank, has not been executed through the fault of the Account Holder, in particular due to lack of sufficient funds for its execution or due to the Account Holder's failure to deliver the required documents on time, the Bank shall charge the Account Holder with costs arising from changes in the exchange rate.



## SECTION 18. TERMINATION

- 18.1. The Account Holder may terminate the Agreement at any time upon 30 days' notice by submitting a written notice of termination of the Agreement to the Bank or sending the notice of termination to the Bank's address, signed in accordance with the representation and the specimen signature filed with the Bank.
- 18.2. In the case of the Account maintained by the Bank for partners of a partnership in connection with their business activity, the Agreement may be terminated by each of the partners - co-owners - at any time upon 30 days' notice, with effect in relation to other partners - co-owners.
- 18.3. The Bank may terminate the Agreement on important grounds upon 30 days' notice. Important grounds shall include, in particular, the following:
- improper performance or non-performance by the Account Holder of the Account Holder's obligations in relation to the Bank, including the failure to deliver any documents or information that the Account Holder is required to provide at the request of the Bank, or the Account Holder's failure to effect any payments in favour of the Bank as they fall due;
  - any situation where the Bank is unable to fulfil the obligations, referred to in Article 8b paragraph 3 subparagraphs 1-3 of the Act on counteracting money laundering and financing of terrorism of 16 November 2000;
  - any situation where the Bank is unable to make a full identification of the nature and purpose of money transfers made through it;
  - any situation where the Account Holder refuses or fails to provide additional explanations as to the ownership structure and dependencies of the Account Holder;
  - placing the Account Holder on the list of "Public Warnings", available on the websites of the Polish Financial Supervision Authority;
  - any cases where, during the consecutive 3 months, the absolute values of average monthly balances in the Account (including balances in Auxiliary Accounts and Deposits) do not exceed the minimum amount of balances set out in the Fee Schedule;
  - any situation referred to in Article 60 of the Act - Banking Law of 29 August 1997;
  - changes in the IT systems of the Bank, as long as these changes affect the provision of services or the product offered by the Bank;
  - taking a decision by the Bank to cease to offer the product or service;
  - using the Account to conduct any financial activity other than that indicated in the appropriate register for the Account Holder;
  - using the Account for such purposes as:
    - purchase, intermediary services or issuance of cheques or cards with an encrypted value,
    - issuance, sale and/or purchase of travellers' cheques,
    - delivery of funds/money orders, transfers on behalf of their clients.
    - exchange of foreign currencies (e.g. brick-and-mortar or online currency exchange offices).
- 18.4. During the period of notice, the Bank shall reserve the right to restrict access to the Account by making it impossible for the Account Holder and Representatives to use Debit Cards at ATMs and make Cashless Transactions at points of sale, including "Cashback" Transactions.
- 18.5. In the case of termination of the Agreement by the Bank, the period of notice shall start at the date of delivery at the last correspondence address given by the Account Holder or if no such an address has been given to the last address of the Account Holder known to the Bank. If the Bank Account Agreement is terminated by the Account Holder, the period of notice shall start at the date of delivery of the notice to the Bank.
- 18.6. Upon the expiration of termination of the Agreement, all claims of the Bank against the Account Holder under the Agreement shall fall due and payable, and the Deposits shall terminate.
- 18.7. In the case of expiration or termination of the Agreement, the Account Holder shall be obliged to return all Cards to the Bank.
- 18.8. Before the expiry of the period of notice, the Account Holder shall be obliged to deliver instructions in writing to the Bank on how to return the funds accumulated in the Account, in particular the Account Holder shall be obliged to indicate a bank account number where the funds accumulated in the Account are to be transferred to by the Bank. In the case of an insufficient instruction or the absence thereof, the Bank, after the period of notice, shall close the Account and shall transfer the funds accumulated therein to internal non-interest-bearing settlement accounts.
- 18.9. After the period of notice, all remaining amounts to be paid between the Account Holder and the Bank shall be settled without undue delay. These Regulations shall be binding upon the Account Holder until such amounts have been fully settled.

- 18.10. During the period of notice, commissions and fees shall be charged in accordance with the Fee Schedule. The Bank shall charge no fees for closing the Account. The Bank shall charge no fees for the transfer of the Account Holder's funds which have been recorded in the internal non-interest-bearing suspense account of the Bank, referred to in subparagraph 18.8.
- 18.11. At any time of the 30-day period of notice, if the notice has been given by the Account Holder, the Account Holder shall have the right to submit a written statement on withdrawing the intent to terminate the Agreement.

## SECTION 19. COMPLAINTS

- 19.1. The Account Holder may lodge complaints concerning the Agreement, including complaints concerning the operation of CitiPhone, Citibank Online and Transactions made using Debit Cards, at any time, in writing, in person at the Bank Branch, via CitiPhone or Citibank Online. The current addresses and telephone numbers are available at the website [www.citibank.pl](http://www.citibank.pl).
- 19.2. Complaints concerning non-compliance balances in the Account shall be lodged within the period specified in subparagraph 6.11 of Section 6 of these Regulations.
- 19.3. The Bank shall reply to the complaints immediately but not later than 30 days of receiving such complaint. In particularly complicated cases, the period of giving a reply may be extended for natural persons being entrepreneurs up to 60 days, and in other cases up to 90 days, unless the laws stipulate a shorter period of dealing with complaints.
- 19.4. At the request of the Account Holder, the Bank shall confirm the receipt of the complaint in writing or otherwise, as agreed with the Account Holder.
- 19.5. The Bank shall inform the Account Holder that the Bank's operations are monitored by the Polish Financial Supervision Authority.
- 19.6. The Bank may reply to the complaint received:
- in the paper form to the correspondence address of the Account Holder indicated in the Agreement;
  - using another durable medium; Citibank Online or SMS text message if the complaint has been recognised;
  - at the Account Holder's request via electronic mail to the Customer's e-mail address indicated in the Agreement.
- 19.7. In the case of any complaint concerning payment service, if appropriate for handling the complaint, the Bank shall request that the Account Holder provide necessary explanations and documents justifying the complaint lodged. In justified cases, the Bank shall return immediately to the Account Holder the amount of unauthorised payment Transaction, and if the Account Holder uses a payment Account, the Bank shall restore the payment Account to the status which would exist if the unauthorised payment Transaction did not occur.

## SECTION 20. FINAL PROVISIONS

- 20.1. The Account Holder shall be obliged to provide the Bank immediately with any information in writing and supply copies of any documents filed with the court of registration to be entered in the appropriate register or disclosed in registration files, and documents filed with the register of business activity and the authorities keeping the record of independent professionals.
- 20.2. The Account Holder shall be obliged to notify the Bank immediately of each change of persons authorised to dispose of the funds deposited in the Account, each change of their addresses and other details supplied to the Bank in connection with the Agreement. The obligation to provide information, referred to in the preceding sentence, shall not apply to changes in the data if this obligation has been fulfilled by the Representative to the extent and in the manner described in subparagraph 16.3 of the Regulations.
- 20.3. The Account Holder shall be obliged to acquaint the Representative with the provisions of these Regulations and of the Agreement.
- 20.4. The Bank shall reserve the right to refuse to establish a PO Box as the correspondence address.
- 20.5. In the case of death of the Account Holder being a natural person conducting business activity (sole entrepreneur), the Agreement shall expire.
- 20.6. If the Account Holders are natural persons conducting business activity in the form of a partnership, the death of one of the partners as a result of which only one partner survives shall not cause the termination of the Agreement. The Agreement shall be changed into the Agreement on a bank account maintained by the Bank for the surviving partner, provided that he or she continues the business activity.

- 20.7. For the purpose of the periodical evaluation of the Account Holder made by the Bank, in case where the Account Holder uses credit products or services and if not provided otherwise in the specific agreements concluded between the Account Holder and the Bank, the Account Holder shall be obliged to supply to the Bank the following documents drawn up in the form prescribed by the laws:
- a) periodical statements on income, expenses and net profit - not later than 20 days after the end of each reporting period for the Account Holder;
  - b) annual accounts (balance sheets and income statements) not later than 14 days after the statutory deadlines for submission thereof to the appropriate authorities, including the consolidated and audited financial accounts;
  - c) current certificates of settlement of tax liabilities in relation to the Tax office and certificates of fulfilment of obligations in relation to the Social Insurance Institution - at the end of each annual period of co-operation between the Account Holder and the Bank;
  - d) any other information necessary for the Bank in connection with the evaluation of the Account Holder and their Transactions with the Bank made by the Bank.
- 20.8. These Regulations shall be governed by the laws of the Republic of Poland.
- 20.9. The Bank shall collect taxes and other public levies, in accordance with generally applicable laws.
- 20.10. Settlement of disputes, court having jurisdiction:
- 20.10.1. The Bank and the Account Holder shall make every effort to ensure that disputes are settled amicably through negotiations.
- 20.10.2. All disputes and issues, unless the applicable law provides otherwise, shall be resolved by the court competent for the registered office of the Bank which maintains the Account.
- 20.11. Severability - if any provision of these Regulations is found to be illegal or invalid, this shall not affect the validity of the remaining provisions of the Regulations.
- 20.12. These Regulations shall be available to each Account Holder at the Bank Branches and on the website of the Bank.
- 20.13. The Bank shall have the right to amend these Regulations at any time. The Account Holder shall be notified in writing of all amendments to the Regulations, in accordance with subparagraphs 6.1 and 6.2 of the Regulations or with the use of another durable medium. The amendments shall apply to the Account Holder from the date of implementation specified by the Bank, unless the Account Holder terminates the Agreement within 30 days of receipt of the notification of new Regulations. In the case of termination of the Agreement by the Account Holder as a result of amendments to the Regulations, the Agreement shall terminate 30 days after the date of the notification of amendments. Until the date of termination of the Agreement, the current provisions of the Regulations shall apply.
- 20.14. If the payment instrument has been used by an unauthorised person, and the Account Holder fails to demonstrate evidence to the contrary, it shall be assumed that the payment instrument was held by the Account Holder in a way that allowed access to it by unauthorised persons and, if the individual security of the payment instrument has been used in the correct way, it shall be assumed that the Account Holder has not taken the necessary measures to prevent a violation of individual security features of the payment instrument.
- 20.15. Whenever a reference is made in these Regulations to the communication of the Bank with the Account Holder using the correspondence address, the electronic mail address or the mobile telephone number, it shall be understood as the last correspondence address, Main E-mail Address or Main Mobile Telephone Number disclosed to the Bank by the Account Holder.
- 20.16. In matters not regulated in these Regulations or in the Agreement, the services provided by electronic means shall be governed by the relevant sections of the Regulations on the provision of services by electronic means, available on the website [www.citihandlowy.pl](http://www.citihandlowy.pl). The Account Holder acknowledges that the Account Holder has read the Regulations on the provision of services by electronic means and accepts the contents hereof.
- 20.17. These Regulations shall come into force and shall be effective as of 30 April 2016.

