

## Terms and Conditions of “2.2% on a Term Deposit for 12 months for New Funds in US Dollars” [2,2% na lokacie terminowej na 12 miesięcy na nowe środki w USD] Offer (“Terms and Conditions”)

*For illustrative purposes only. This is not a document for the client to sign.*

### Organizer

1. The “2.2% on a Term Deposit for 12 months for New Funds in US Dollars” Offer (the “Offer”) is provided by Bank Handlowy w Warszawie S.A. with its registered office at ul. Senatorska 16 in Warsaw (00-923), entered in the Register of Entrepreneurs of the National Court Register kept by the District Court for the Capital City of Warsaw in Warsaw, 12<sup>th</sup> Commercial Division of the National Court Register, under KRS No. 0000001538; Tax Identification Number (NIP): 526-030-02-91; share capital of PLN 522,638,400.00, fully paid-up (the “Bank”); email address: [www.citibankonline.pl/apps/customerservice/contactus/](http://www.citibankonline.pl/apps/customerservice/contactus/).

### Duration of Offer

2. You may sign up for the Offer from 11 June 2019 until 30 August 2019 (“Offer Validity Period”).
3. The Offer is valid in the territory of the Republic of Poland within the framework of a dedicated campaign for customers of Citibank Online electronic banking service, at the Bank’s Branches and via a dedicated outbound call campaign.

### Terms and Conditions of the Offer

4. The Offer is available to natural persons having full capacity to enter into legal transactions and being consumers within the meaning of Article 22<sup>1</sup> of the Civil Code (the “Participants”) who satisfy all of the following conditions during the Offer Validity Period:
  - I. For customers who did not hold any Personal account earlier than 11 June 2019:
    - a) enter into the deposit products agreement (the “Deposit Products Agreement”) with the Bank and open a Personal Account (other than the Basic Payment Account) thereunder;
    - b) open a USD Currency Sub-Account under the Deposit Products Agreement (the “USD Currency Account”);
    - c) at least once in the Offer period, hold in the accounts maintained with the Bank in US dollars a daily balance at the minimum level of USD 500.00 (in words: five hundred US dollars). For holders of several currency accounts in USD, the daily balance shall be the sum of funds in these accounts.
  - II. For the existing customers holding a Personal Account at the Bank other than the Basic Payment Account earlier than 11 June 2019 who:
    - a) hold or open a USD currency account;
    - b) at least once in the Offer period, increase the daily balance in the accounts maintained with the Bank in US dollars with respect to the daily balance held in the accounts maintained with the Bank in USD as at 31 May 2019 by a minimum amount of USD 500.00 (in words: five hundred US dollars). For holders of several currency accounts in USD, the daily balance shall be the sum of funds in these accounts.
5. The “New Funds” shall mean:
  - a) for the Participants referred to in point 4.I above, the daily balance as at the date of the establishment of the Term Deposit defined in point 8 below in the following accounts of the Participant maintained by the Bank in US dollars of which the Participant is the primary holder: USD Currency Account, USD Savings Account, USD Super Savings Account, USD Term Deposits (other than the Term Deposits defined in point 9 below), Dual Currency Investments, where USD is the base currency;
  - b) for the Participants referred to in point 4.II above, the (positive) difference between the daily balance in the following accounts of the Participant maintained by the Bank in US dollars of which the Participant is the primary holder: USD Currency Account, USD Savings Account, USD Super Savings Account, USD Term Deposits (other than the Term Deposits defined in point 8 below) and Dual Currency Investments, where USD is the base currency, as at the date of the establishment of the Term Deposit defined in point 8 below and the daily balance in those accounts as at 31 May 2019.
6. The funds included in the daily balances referred to in points 4 and 5 may not originate from the bank accounts for individuals maintained by the Bank other than the accounts held by the Participant.
7. When calculating the daily balances referred to in points 4 and 5, the funds originating from the accounts maintained by the Bank for the individuals with respect to which the Participant is the second or subsequent joint holder are not taken into consideration.

### Prizes

8. Each Participant who satisfies all conditions defined in point 4 above shall be eligible to establish a term deposit for the New Funds on the following terms (“Term Deposit”):
  - currency of the term deposit: US dollars;
  - nominal interest rate: 2.2% p.a.;
  - duration of the term deposit: 12 (in words: twelve) months
  - minimum amount of the term deposit: USD 500.00 (in words: five hundred US dollars);

- maximum amount of the term deposit: USD 500,000.00 (in words: five hundred thousand US dollars);
  - after the termination of the term deposit, the principal and the interest shall be transferred to USD Currency Personal Account from which the term deposit's funds originated.
9. A Participant may establish more than one Term Deposit.
  10. The instruction to establish the Term Deposit may be submitted by 5 September 2019, at the latest.
  11. The Participants shall be notified of their eligibility to establish the Term Deposit by the Bank via Citibank Online electronic banking service.
  12. Prize: The Term Deposit for the new funds in US dollars may be established in Bank's Branches, via a dedicated outbank campaign or via dedicated campaign targeting selected customers of Citibank Online electronic banking service.
  13. If the Term Deposit is terminated prior to its maturity date, the interest shall not accrue thereon.
  14. The Term Deposit is not renewable.

### Tax

15. The interest on the Term Deposit is subject to personal income tax. As the tax remitter, the Bank is required to assess, collect and remit flat-rate personal income tax in compliance with the applicable legal regulations.

### Complaint procedure

16. The Bank shall accept grievances and complaints from the Customers:
  - a) in writing - filed in person with a Branch during its working hours or sent to the following address: Citi Handlowy, Biuro Obsługi Reklamacji i Zapytań Klientów, ul. Golezowska 6, 01-249 Warszawa, marked: "Dotyczy oferty: 2.2% na lokacie terminowej na 12 miesięcy na nowe środki w USD" ;
  - b) verbally - filed by phone or in person for the record during the Customer's visit to the Bank's Branch;
  - c) electronically - sent to the Bank's email address via Citibank Online after logging in through the "Contact with the bank" tab and on the www.citibank.pl website using the complaint form.
17. Up-to-date contact details enabling the filing of grievances and complaints are available on the Bank's website (www.citibank.pl).
18. At the Customer's request, the Bank shall confirm the receipt of a grievance or complaint in writing or otherwise as agreed with the Customer.
19. The Customer may file a grievance or complaint via an attorney who holds a power of attorney granted in writing and certified by a notary public, in a notarized form, or granted by the Customer at a Branch of the Bank in writing in the presence of an employee of the Bank.
20. Filing a grievance or complaint as soon as the Customer raises his or her objections shall facilitate and accelerate its thorough examination by the Bank unless the time of filing of the grievance or complaint does not affect its processing.
21. The Bank may require the Customer to present supplementary information and documents as long as their presentation is necessary for the processing of the complaint.
22. In order to allow for swift and effective processing of a grievance or complaint, it is recommended that the grievance or complaint contain the Customer's name and surname, the Customer's PESEL number or identity document's number, a description of the incident constituting its object, specification of the breach it concerns and the name of the employee handling the Customer (or the circumstances that allow for the identification of that employee), and the Customer's explicitly formulated claim on account of any identified irregularities should the Customer sustain any loss.
23. The Customer shall be informed of the outcome of the grievance or complaint procedure without undue delay, but not later than within thirty (30) days of the date of receipt of the grievance or complaint by the Bank. As of 15 November 2018, the Bank shall respond to complaints concerning the payment services provided by the Bank within 15 business days of the date of receipt of such a complaint.
24. In particularly complex cases which prevent the processing of, and responding to, a grievance or complaint within the time limits referred to in point 23 above, the Bank shall provide the following information to the Customer:
  - a) an explanation of the reason for the delay;
  - b) a description of the circumstances which must be established for the matter to be processed; and
  - c) the expected date for resolving the grievance or complaint and for providing a response to the grievance or complaint which shall not be later than 60 days from the receipt of such grievance or complaint unrelated to the payment services provided by the Bank or, as of 15 November 2018, 35 business days from the receipt of a complaint related to the payment services provided by the Bank.
25. In order to keep the deadlines referred to in points 23 and 24 c) above, it shall suffice that the Bank sends the response before their expiry.
26. In the case of complaints that are not related to the payment services provided by the Bank, the Bank may respond to a complaint:
  - a) in paper form to the Customer's mailing address indicated in the Agreement;
  - b) using any other durable medium, i.e. a text message sent to the Customer's telephone number provided to the Bank;
  - c) at the Customer's request, via email to the Customer's email address.
27. In the case of complaints concerning the payment services provided by the Bank, the Bank shall respond to the complaint on paper or, upon consultation with the Customer, using any other durable medium.
28. The Bank informs that the Bank's operations are overseen by the Polish Financial Supervision Authority.
29. The Bank informs that the Participant has the right to resort to any of the following procedures enabling out-of-court settlement of disputes:
  - a) before the Banking Arbitrator affiliated with the Polish Bank Association, in accordance with the Consumer Banking Arbitration Rules available as at the Offer acceptance date on the www.zbp.pl/arbitrator website, where the amount disputed does not exceed PLN 12,000.00, upon the Participant's written or online application, which shall be accompanied by a document confirming that the complaint procedure at the Bank has been closed or the Customer's representation that they have not received the Bank's reply to their complaint within thirty (30) days;

- b) before the Financial Ombudsman on such terms as set out in the Act of 5 August 2015 on the Handling of Complaints by Financial Market Participants and on the Financial Ombudsman, based on an application filed by the Participant in the event that their claims have not been accepted by the Bank. Financial Ombudsman's website: <http://rf.gov.pl/>;
  - c) before a court of arbitration at the Polish Financial Supervision Authority, in compliance with its rules. Detailed information on the court of arbitration is available at [http://www.knf.gov.pl/dla\\_konsumenta/sad\\_polubowny/](http://www.knf.gov.pl/dla_konsumenta/sad_polubowny/).
- Prior to making a decision to settle the dispute in the court of arbitration, the Participant shall read the rules of the court and obtain information about the applicable fees.

### Final provisions

- 30. In the case of Joint Accounts, only the first Joint Account Holder is eligible to take advantage of the Offer.
- 31. The Participant may resign from participation in the Offer at any time.
- 32. The Bank informs that participation in the Offer does not preclude the right to terminate the Deposit Product Agreement, which is conferred upon the Participant based on the applicable laws. The Participant's termination of the Deposit Product Agreement shall be tantamount to resignation from participation in the Offer and loss of the entitlement to claim the prize.
- 33. The offer "2.2% on Term Deposit for 12 months for new money in USD may be cumulated with the other offers provided by Bank Handlowy.
- 34. Any matters which have not been regulated herein are governed by the Terms and Conditions of Bank Accounts.
- 35. These Terms and Conditions come into force as from 11 June 2019.
- 36. The Offer may be provided again in the future.
- 37. These Terms and Conditions are available on the Bank's website <https://www.citibankonline.pl/dokumenty.html> and at the Bank's Branches.

I confirm that I have received and read the "Personal Data Processing Information".

I hereby represent that I have read the Terms and Conditions of the "2.2% on a Term Deposit for 12 months for New Funds in US Dollars" Offer and accept them.

.....  
Date and Customer's Signature