

Overdraft Facility Agreement

entered into in on
(to be completed by the Bank)

(hereinafter referred to as the "Agreement")

between Bank Handlowy w Warszawie S.A. with its registered office in Warsaw at ul. Senatorska 16, 00-923 Warszawa, entered in the Entrepreneurs' Register maintained by the District Court for the Capital City of Warsaw in Warsaw, 12th Commercial Division of the National Court Register, under No. KRS 000 000 1538; NIP [tax identification number] 526-030-02-91, with a fully paid-up share capital of PLN 522,638,400 (hereinafter referred to as the "Bank")

and

first Borrower (first name/names and surname)

(to be completed by the Customer)

PESEL [personal identification number]/passport No.
(to be completed by the Customer)

Registered residence

(to be completed by the Customer)

second Borrower (first name/names and surname)

(to be completed by the Customer)

PESEL [personal identification number]/passport No.
(to be completed by the Customer)

Registered residence

(to be completed by the Customer)

who hold(s) a Personal Account (hereinafter referred to as the "Account") referred to in the Application for Overdraft Facility (hereinafter referred to as the "Application");

ACCOUNT NO.

(to be completed by the Customer)

(hereinafter referred to as the "Customer"/"Customers" or "Borrower"/"Borrowers").

Para. 1

1. The Bank undertakes to make funds available to the Customer/Customers within the framework of the revolving credit facility granted in connection with the Account in the form of an Overdraft Facility (hereinafter referred to as the "Facility") no later than on the next business day following the date of this Agreement.
2. The total amount of credit at the Customer's disposal (hereinafter referred to as the "Limit") shall be PLN
3. The nominal interest rate per annum on the Facility shall be (%) as at the Agreement date, the interest rate shall be variable and the rules for calculating interest are described in para. 6 of the Agreement.
4. The total cost of credit, i.e. of a Facility that is 100% used, shall be PLN
5. The total amount payable by the Customer shall be PLN
6. The annual percentage rate as at the date of signing the Agreement shall be % assuming that the monthly Account maintenance fee is PLN
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8. The annual percentage rate on the Limit and the total amount payable have been calculated by the Bank based on the following assumptions:
- the nominal interest rate per annum on the Facility, as specified above, is based on the assumption that it is fixed during the entire lending period;
 - the Agreement remains in force for three months and the Bank and the Customer fulfil their obligations under the Agreement within the time limits set forth herein;
 - the Customer withdraws the amount equal to the Limit of the Facility granted in connection with the Account in full immediately after the conclusion of the Agreement;
 - the Limit disbursed is subject to the highest possible fee for the Account type in question that is applicable to the most common mechanisms of making fund withdrawals under the Agreement, which include domestic transfers in PLN ordered via the Citibank Online banking service and cash withdrawals from domestic ATMs. The fee is payable on the date of the Agreement;
 - the debt arising in this manner is repaid within three calendar months in monthly instalments starting in the month following the date of fund withdrawals. The amounts disbursed and repaid by the parties to the Agreement do not have to be equal;
 - the initial date shall be the disbursement date;
 - each monthly payment shall include principal, interest and the monthly fee accrued on the first day of each month for the maintenance of a particular Personal Account type in connection with which the Bank made the Facility available in accordance with the Table of Fees and Commissions (hereinafter referred to as the "Table of Fees and Commissions") that constitutes an Appendix to the Bank Account Terms and Conditions of Bank Handlowy w Warszawie S.A. (hereinafter referred to as the "Bank Account Terms and Conditions");
 - intervals between the dates used in the calculations shall be expressed in months; it is assumed that a month has 30.41666 days;
 - the result of the calculations shall be provided down to two decimal places; if the digit following the second decimal place is less than 5, that digit shall be omitted, and if it is greater than or equal to 5, the preceding digit shall be increased by 1.
9. The annual commission on the Facility in accordance with the applicable Table of Fees and Commissions shall be:
- 0% in the first year, and in the following years:
 - % of the amount of the Limit but not less than PLN 50.
10. The funds made available under the Facility are intended to finance the Customer's/Customers' current spending.
11. During the term of the Agreement when the fund withdrawals or transfers effected by the Customer/Customers exceed the positive balance of the Account, the Customer may use the Facility. The disbursement of the Limit shall be effected through the use of the fund withdrawal mechanisms provided for the Account and described in the Bank Account Terms and Conditions. Where there are insufficient funds in the Account to cover them, the interest, fees and commissions accrued shall decrease the Limit available. In the case of an outstanding Limit, each deposit made into the Account shall be allocated towards the repayment of the used Limit and shall enable the Customer to contract debt again up to the amount of the unused Limit, subject to para. 9, subpara. 2.

Para. 2

This Agreement is concluded for an indefinite term.

Para. 3

- The Customer shall have the right to withdraw from the Agreement within 14 days of its conclusion.
- The time limit for withdrawal shall be considered met if before its expiration the Customer submits a representation to that effect via the CitiPhone banking service or in writing, including at the Branch. If the representation is submitted in writing, the time limit shall be considered met if the representation is posted before its expiration. Detailed information on addresses and phone numbers can be found on the Bank's website. The representation may be submitted in the form of a "Representation Concerning the Withdrawal from an Overdraft Facility Agreement" whose specimen is enclosed as Appendix 1 to the Agreement.
- In the event of withdrawal from the Agreement according to the procedure set forth in subpara. 2 above, the Customer shall promptly return to the Account the Facility amount used together with interest accrued for the period until the repayment date, at the latest within 30 days from the date on which the representation concerning withdrawal from the Agreement is submitted. Daily interest shall be PLN (assuming that the Limit was disbursed in full at the date of signature of this Agreement).

Para. 4

- The Customer may terminate the Agreement at any time with one month's notice.
- The notice of termination shall be submitted in writing or through the CitiPhone banking service or through the Citibank Online banking service.
- The Bank may terminate the Agreement at any time with two months' notice; the Bank shall indicate the reason for termination where it occurs for the following reasons:
 - the Customer's default on the obligations arising from the terms of granting of the credit as defined in the Agreement;
 - a negative assessment of the Customer's creditworthiness.
- Where a notice of termination has been given with respect to the Agreement, the amount of Limit use, together with the interest, fees and commissions accrued shall become due on the date following the expiry of the notice period.
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If the Client fails to repay the Outstanding Balance the Bank shall be entitled to contractual interest for the period until the full repayment of the Outstanding Balance, calculated on the basis of the nominal interest rate applicable on the day directly following the last day of the notice period.
- The Agreement shall expire as of the date of death of any of the Customers.

Para. 5

1. Upon the Customer's request, the Bank may change the Limit granted. Such a change may involve an increase or decrease in the Limit agreed previously between the Bank and the Customer. An increase in the Limit may occur where the Customer enjoys the level of creditworthiness set by the Bank and the amounts of monthly income credited to his or her Account in line with the Bank's requirements correspond to those declared in the Application. The Bank shall change the Limit on the basis of an understanding forming an annex to the Agreement (hereinafter referred to as the "Understanding"). The Bank shall charge a fee for changing the Limit in accordance with the Table of Fees and Commissions.
2. All understandings in connection with the Agreement and other amendments to the Agreement shall be made in writing, otherwise being null and void, with the written format understood to include the formats considered equivalent to the written format pursuant to applicable laws, specifically the electronic format as defined in Article 7 of the Banking Law of 29 August 1997, and including the CitiPhone banking service or the Citibank Online banking service. If changes are introduced via the CitiPhone banking service, the Customer shall have the right to replay the recorded telephone conversations introducing the said changes and to receive copies of such recordings.

Para. 6

1. The interest charged on the Facility shall be calculated at a variable rate. The interest charged on the Facility for the following types of Accounts shall be:
 - a) for the CitiKonto Account - four times;
 - b) for the Citi Priority Account - three and a half times;
 - c) for the Citigold and Citigold Private Client Accounts - three times;
of the lombard rate of the National Bank of Poland as set by the Monetary Policy Council and published by the National Bank of Poland, but it shall not be higher than 20%.
2. The Bank shall raise or lower the interest rates following respectively the raising of lowering of the lombard rate by the National Bank of Poland. The Bank shall increase or reduce the interest rate by the multiple of the change indicated in subpara. 1 above for the type of Account in question as of the date indicated as the date on which the new lombard rate of the National Bank of Poland becomes effective.
3. The Bank shall announce the change in the interest rate on the Facility by including this information on the Account statement and publishing it on the Bank's website.
4. The maximum interest rate on the Facility cannot exceed the rate admissible under applicable laws.
5. The Bank shall have the right to reduce the interest charged on the Facility.
6. The Bank hereby informs that using a variable interest rate Facility involves the risk of an increase in the cost of servicing the Facility during the term of the Agreement as a result of a change in the interest rate.
7. The Bank shall calculate interest on the amount of Limit used per calendar day on which debt exists in the amount of 1/365th of the annual interest rate and 1/366th of the annual interest rate for a leap year, counting from the day on which debt is contracted until the day preceding the repayment date. No interest shall be accrued where the total number of calendar days during which the Customer used the Limit in a given settlement period does not exceed seven (7) calendar days. Where the number of the calendar days during which the Customer used the Limit exceeds seven (7) days, interest shall be accrued for the entire period during which the Customer used the Limit in a given settlement period. The interest accrued for the settlement period in question shall be shown in the forthcoming Account statement and shall become due as of the statement's issue date.

Para. 7

1. The Bank shall be authorized to amend the Table of Fees and Commissions by raising fees and commissions or introducing new fees or commissions applicable to the Agreement in the event of:
 - a) the introduction of new services insofar as this ensures the proper performance of the Agreement, is not prejudicial to the Customer's/Customers' interests and does not contribute to increasing the Customer's/Customers' financial burdens under the Agreement where the new service is not used;
 - b) a change in the range or form of the services provided to date under the Agreement insofar as this ensures the proper performance of the Agreement and does not infringe upon the Customer's/Customers' interests;
 - c) an increase in the actual costs borne by the Bank, i.e.:
 - costs arising from the issuance of new or the amendment of existing recommendations, directives or decisions by the bodies supervising the Bank's operations that contribute to increased costs being incurred by the Bank in connection with the provision of services under the Agreement;
 - costs arising from the issuance of new or the amendment of generally applicable laws or guidelines by the supervisory bodies governing the performance of the Facility Agreement contributing to the increased costs incurred by the Bank in connection with the provision of services under the Agreement;
 - the actual costs incurred by the Bank in connection with the provision of the service under the Agreement or the higher labour intensity of such services for which the fee or Commission is charged;
 - with the proviso that a change of any Table of Fees and Commissions item in such case cannot exceed 200% of the previous rate or represent an increase in cost of more than 200%;
 - d) in the case of inflation (increase in the prices of consumer goods and services) at a level of at least 0.25% year-on-year according to the figures published by the Central Statistical Office for the preceding calendar month, with the proviso that in such case the change in any Table of Fees in Commissions cannot exceed 200% of the previous rate.
2. The Bank shall have the right to abolish or reduce the fees or commissions set forth in the Table of Fees and Commissions.
3. The Table of Fees and Commissions shall be amended on a quarterly basis at most, provided that in the case of the changes arising from letters a), b), c) and d) above the notification of the change cannot be made later than six (6) months after the event in question.
4. The 200% limit on a change in relation to the previous amount mentioned in individual letters of subpara. 1 above shall not apply to the cases where new items are introduced to the Table of Fees and Commissions or where the previous fee was PLN 0.

5. The Bank shall promptly inform the Customer/Customers of any changes to the fees and commissions set forth in the Table of Fees and Commissions not later than two months before the proposed effective date of such amendment. The Bank shall promptly deliver (and by delivery the parties understand the delivery of correspondence by mail to the last mailing address indicated by the Customer or the delivery of correspondence by e-mail to the last primary e-mail address indicated by the Customer) the amended Table of Fees and Commissions. In such case, the Customer shall have the right to terminate the Agreement without notice, provided that the Customer's representation to that effect is communicated to the Bank before the amendments become effective or the Customer objects to those amendments, and such an objection shall be treated as termination of the Agreement by the Customer pursuant to para. 4 subpara. 1. The date of termination of the Agreement shall be deemed to be the last day of the notice period or the day preceding the date on which the proposed amendments become effective, whichever is earlier. If the Customer does not terminate the Agreement in the manner specified above, it shall be deemed that the Customer agrees to the application of the new provisions of the Agreement.

Para. 8

The Customer/Customers undertakes/undertake to:

1. have the amount of income declared in the Application transferred to the Account at regular monthly intervals;
2. promptly notify the Bank where the Customer files a petition in bankruptcy or is declared bankrupt;
3. promptly notify the Bank about any changes in personal details, addresses and phone numbers.

Para. 9

1. A summary of disbursements within the framework of the Limit and the interest, fees and commissions accrued as well as a summary of debt repayments under the Agreement shall be included in the Account statement.
2. The Bank shall allocate monthly transfers to the Account towards the amounts due to the Bank in connection with the Limit used in the following order:
 - a) the fees and commissions due;
 - b) the interest due on the Limit used;
 - c) the Limit used.
3. If regular monthly transfers of income to the Account whose type and amount are specified in the Application are not made, the Bank shall implement the following collection activities with respect to the Customer/Customers: letters of reminder, phone reminders and other activities undertaken outside of the Bank's premises.

Para. 10

The Customer may at any time repay all or part of the debt before it becomes due by depositing in the Account an amount equivalent to all or part of the Limit used plus interest for the period of its actual use and the fees and commissions due. The Customer shall not be required to pay interest on the amount of debt already repaid after early repayment.

Para. 11

1. The Customer's default on the financial liabilities arising from the Agreement may also result in the Customer incurring court fees and debt enforcement fees pursuant to the Act on the Code of Civil Procedure of 17 November 1964, Act on Court Fees in Civil Law Cases of 28 July 2005, Act on Court Bailiffs and Debt Enforcement of 29 August 1997, Regulation of the Minister of Justice of 28 September 2002 concerning the fees charged for activities of legal counsels and assumption by the Treasury of the costs of legal aid offered by legal counsels appointed ex officio and Regulation of the Minister of Justice of 28 September 2002 concerning the fees charged for attorneys' activities and assumption by the Treasury of the costs of unpaid ex officio legal aid.
2. Article 131, para. 1, point 2, letter b) and Article 131, para. 2 of the Act on the Universal Obligation to Defend the Republic of Poland of 21 November 1967 shall not apply to the Agreement.
3. The Bank hereby informs that in such cases as listed in the Banking Act and in the Act on Making Available Business Information and Exchanging Business Data, the Customers' personal data shall be provided:
 - 1) to the Banking Register system maintained by the Polish Bank Association with its registered office in Warsaw and to Biuro Informacji Kredytowej S.A. with its registered office in Warsaw, and through the aforesaid entities to financial institutions being subsidiaries of banks, in relation to liabilities arising under the Agreement. The said data may be processed by the aforementioned entities over a period of up to five years from the expiry of the liability if the liability arising from the Agreement is overdue by more than 60 days and if the intention to disclose the data is communicated by the Bank;
 - 2) to business intelligence offices as regards liabilities arising from agreements concluded with the Bank where the total value exceeds PLN 200, the liabilities are overdue for at least 60 days and a dunning letter was sent to the Customer at least one month before;
 - 3) to the entities referred to in Articles 6a-6d of the Banking Act, including those commissioned by the Bank to recover the Bank's receivables.
4. The Bank shall have the right to contact the Borrower by telephone, text message or e-mail in any circumstances related to the fulfilment of the obligations set out in the Agreement, using the primary mobile phone number or the primary e-mail address provided by the Customer.

Para. 12

1. The Bank informs that:
 - 1) the Bank's activities are subject to supervision by the Polish Financial Supervision Authority;
 - 2) The Customer has the right to ask the Financial Ombudsman for assistance;
 - 3) the President of the Office of Competition and Consumer Protection (UOKiK) is the supervisory body competent for all matters regarding the protection of consumers.

2. The Bank informs that the Customer has the right to the following procedures enabling out-of-court settlement of disputes:
- 1) before the Bank Arbiter affiliated with the Polish Bank Association in accordance with the Consumer Banking Arbitration Rules available on the www.zbp.pl/arbiter website where the amount disputed does not exceed PLN 8,000 - upon the Customer's written application, which shall be supplemented with a document confirming that the complaint procedure at the Bank has been closed or the Customer's representation that he or she has not received the Bank's response to his or her complaint within 30 days;
 - 2) since 1 January 2016 before the Financial Ombudsman on the terms set forth in the Act of 5 August 2015 on the Handling of Complaints by Financial Market Participants and on the Financial Ombudsman.

Para. 13

1. I represent that:
- a) I have been provided by the Bank with the information required to make a decision concerning the loan liability incurred;
 - b) I have received the Bank's clarifications concerning any doubts voiced;
 - c) I am aware of the risk related to the loan liability incurred;
 - d) I am aware of the foreign exchange risk related to a loan incurred in a foreign currency, i.e. a currency other than that in which I earn income, and confirm the representations contained in the form referred to in subpara. 4, letter d) (where the currency of my income is different than the Polish zloty);
2. I represent that all data and information provided to the Bank and contained in the documents submitted in connection with the granting of the Overdraft Facility and the conclusion of the Agreement are true.
3. The Bank warns of criminal liability arising under Article 297, para. 1 of the Criminal Code for the provision of a forged, altered, untrue or unreliable document or an unreliable written representation.
4. I/we represent that I/we have read the provisions of the Agreement and of Bank Account Terms and Conditions prior to the conclusion of the Agreement, I/we understand them and I/we have received the following documents:
- a) the consumer credit information sheet;
 - b) details of the loan intermediary (if applicable);
 - d) a representation by the Applicant concerning the foreign exchange risk incurred (where income is earned in a currency other than the Polish zloty);
 - e) the specimen representation of withdrawal from the Overdraft Facility Agreement;
 - f) information on credit and variable interest rate risk.
5. The provisions of the Bank Account Agreement, Electronic Payment Instrument Agreement and the Agreement on the Use of Electronic Banking Channels (the "Deposit Product Agreement"), including Bank Account Terms and Conditions, shall apply to matters not regulated in this Agreement. The capitalized terms present in the Agreement and not defined in the Agreement shall have the meanings ascribed to them in Bank Account Terms and Conditions.
6. The Agreement has been drawn up in two identical copies, one for the Bank and one for the Borrower/Borrowers.

Signatures

For a joint account, the Agreement shall be concluded with all Account Joint Holders who shall become Borrowers and shall be severally liable for the obligations arising under the Agreement.

First Borrower's signature

Second Borrower's signature

Signature of the Bank's representative

I consent to my spouse contracting a loan.

Bank Handlowy w Warszawie S.A. with its registered office in Warsaw, ul. Senatorska 16 shall be the controller of personal data. These data shall be processed for the purpose of proper identification of the spouse of the Bank's Customer in connection with his or her consent to contracting the debt and shall not be disclosed to the recipients of the data. The data have been provided voluntarily. You have the right to access and correct the data.

First name and surname of the Borrower's spouse

PESEL [personal identification number] of the Borrower's spouse

Signature of the Borrower's spouse