

GENERAL TERMS AND CONDITIONS OF CO-OPERATION WITH CORPORATE CLIENTS ("Terms and Conditions")

These Terms and Conditions contain detailed terms of the provision by Bank Handlowy w Warszawie S.A. ("Bank") of services related to the operation of Accounts for Corporate Clients who have entered into the Bank Account Agreement ("Agreement") with the Bank. The Terms and Conditions, the provisions of the Act - Banking Law of 29 August 1997 (consolidated text: Journal of Laws [Dz. U.] of 2017 item 1876, as amended), hereinafter referred to as the "Banking Law", the provisions of the Civil Code and other laws and regulations, including Foreign Exchange Law regulations, shall apply to matters not regulated in the Agreement.

The Terms and Conditions lay down selected rules applicable to the Bank's provision of payment services within the territory of the Republic of Poland or as part of relations with other Member States, as specified in the Act of 19 August 2011 on Payment Services (consolidated text: Journal of Laws [Dz. U.] of 2017 item 2003, as amended), with the proviso that the Bank and the Account Holder hereby agree that the following Articles of the Act shall be excluded in their entirety: Articles 17-32, Articles 34-37, Articles 40.3 and 40.4, Article 45, Articles 46.2 to 46.5, Articles 47-48 and Articles 144-146, and for the avoidance of doubt they hereby acknowledge that Article 44.2 and Article 51 of the Act shall apply to the payment services provided by the Bank.

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CHAPTER 1. GENERAL PROVISIONS AND DEFINITIONS

Unless the context suggests otherwise, the following terms used in these Terms and Conditions shall have the following meanings:

- 1.1. Address for Correspondence - the Account Holder's address indicated by the Account Holder in the Agreement or changed at a later time, which is to be used in contacts with the Bank in connection with the performance of the Agreement, including for correspondence from the Bank containing notices and representations;
- 1.2. Merchant - an entrepreneur accepting payments or enabling execution of cash withdrawals using the Debit Card;
- 1.3. Bank - Bank Handlowy w Warszawie S.A. with its registered office in Warsaw;
- 1.4. CitiAlerts - a service for sending text messages and/or electronic (e-mail) messages concerning selected products offered by the Bank;
- 1.5. Citibank Global Transfer (CGT) - a service which enables the submission of a payment instruction concerning a transfer of funds from the Account to the Recipient's bank account maintained by any Citigroup entity offering such a service; an up-to-date list of countries where branches of Citigroup entities process bank account transfers as part of the CGT service is available on the Bank's Website, at Bank Branches and via CitiPhone;
- 1.6. Citibank Online - the Citibank Online Banking Service which offers access to information on Accounts, including funds in the Accounts, and enables, inter alia, Instructions to be submitted online, including Instructions under the Agreement;
- 1.7. Citi Mobile - part of the Citibank Online Banking Service which offers access to information on Accounts, including funds in the Accounts, and enables, inter alia, Instructions to be submitted under the Deposit Product Agreement as well as under the Terms and Conditions of Bank Accounts by individual customers of the Bank online using a mobile phone, tablet or other devices with similar functionalities (the service is only available to an Account Holder who is a natural person and uses a single service to operate his or her Account and Personal Account);
- 1.8. CitiPhone - a phone access channel to the Account, which makes it possible to execute Cashless Transactions and perform other Instructions. CitiPhone contact details can be found on the Bank's Website;
- 1.9. CitiPhone PIN - a confidential six-digit number identifying the Representative for the purposes of verifying the Representative's identity on the phone and submitting Instructions via CitiPhone;
- 1.10. Personal Data - data processed by the Bank on any information carriers, applicable to the Account Holder or Representative, which identify them as natural persons;
- 1.11. Value Date - a moment in time from which or to which the Bank accrues interest on the funds which have been debited or credited to the Account;
- 1.12. Instruction - a declaration of intent by the Account Holder, including those submitted by Authorized Representatives or by a Representative, concerning the Account and the funds accumulated therein, including without limitation a payment instruction within the meaning of the Act on Payment Services or an order to perform a bank payment settlement within the meaning of the Banking Law;
- 1.13. Business Day - any day other than a Saturday or a statutory holiday in Poland;
- 1.14. Express Elixir - a service which enables the submission of a payment instruction concerning a transfer of funds in PLN to the Recipient's bank account maintained by an institution offering such a service; an up-to-date list of institutions which process transfers under the Express Elixir service is available on the Bank's Website, at Bank Branches, via CitiPhone and on the website of the service operator, i.e. the National Clearing House (www.expresselixir.pl);
- 1.15. Primary Mobile Phone Number/Primary Mobile Phone - the main mobile phone number indicated for contacts with the Bank, used in the course of the provision of services under the Agreement, such as: CitiAlerts, Authorization Code;
- 1.16. Primary E-Mail Address - the main e-mail address indicated by the Account Holder for contacts with the Bank in connection with the performance of the Agreement, used e.g. for sending a notification that Electronic Bank Statements are available in Citibank Online and for the provision of additional services, including CitiAlerts;
- 1.17. 3D Secure Password - a one-time password sent in a text message to the Primary Mobile Phone Number indicated by the Holder, used for Customer identification and accepting his or her Instructions as a means of confirmation of the Transactions executed online using 3D Secure;
- 1.18. Caller ID Service - a functionality enabling the identification of the Customer who calls CitiPhone from his or her Primary Mobile Phone on the basis of the CitiPhone PIN entered by the Customer; The functionality

is not available to Corporate Clients who use a single service to operate their Account and Personal Account;

- 1.19. Payment Instrument - a payment instrument within the meaning of the Act on Payment Services;
- 1.20. Card - a term used jointly for the Debit Card and Identification Card;
- 1.21. Debit Card - a debit card owned by the Bank, issued by the Bank to the Account Holder who is the Debit Card holder; the Representative is the Debit Card user. The Card shall be issued to the Account under the licenses held by the Bank; it shall be used for executing Transactions, including Contactless Transactions, in Poland and abroad, or for other services. The Debit Card shall enable access to the Account and submitting Instructions through Bank Branches, CitiPhone and ATMs and also making Cashless Transactions, including Contactless Transactions at points of sale marked with the card symbol, within the scope defined by the Account Holder in the Representative's Card. Whenever these Terms and Conditions refer to the Debit Card, this shall apply to any of the debit cards issued to the Representatives of the given Account Holder;
- 1.22. Identification Card - a card used for identifying the Representative in contacts with CitiPhone and Citibank Online, and also at Bank Branches. The Identification Card user shall be entitled to perform operations within the scope defined by the Account Holder in the Representative's Card. The Identification Card is not a Payment Instrument, including without limitation a payment card within the meaning of generally applicable laws; it cannot be used in ATMs or at points of sale. Whenever these Terms and Conditions refer to the Identification Card, this shall apply to any of the identification cards issued to the Representatives of the given Account Holder;
- 1.23. Specimen Signature Card - a card containing specimen signatures of Authorized Representatives;
- 1.24. Additional Specimen Signature Card - a card to be completed by the Account Holder in the event of a change of a signature or a change in the list of Authorized Representatives;
- 1.25. Corporate Client - an Account Holder referred to as a Citibusiness Client or a Micro Business Segment Client in the previous versions of these Terms and Conditions, in the Agreements and in other documents;
- 1.26. Authorization Code - a one-time code for the authorization of Transactions/operations performed via Citibank Online;
- 1.27. Identification Code - confidential identification codes, including Card PINs, CitiPhone PINs or other identifiers and password(s) used for verification and logging into Citibank Online or CitiPhone - the term refers to all these codes jointly, to some of them or to one of them;
- 1.28. Personal Account - a bank account maintained in PLN (with an option to open a Foreign Currency Sub-Account) in accordance with applicable laws, opened in the Account Holder's name and for the Account Holder (acting as a consumer) by the Bank under the Citibank Personal Account Agreement or the Deposit Product Agreement or another agreement concluded with the Bank and used for holding funds and processing monetary banking settlements;
- 1.29. Time Deposit Facility - a product made available under the Agreement under which the Bank undertakes to pay to the Account Holder the defined amount previously deposited by the Account Holder, together with the due interest;
- 1.30. Contactless Module - an electronic device incorporated in the Debit Card, which communicates with a contactless reader and makes it possible to execute Contactless Transactions;
- 1.31. Recipient - a natural person, a legal person and an unincorporated organizational unit with legal capacity granted under a statute, being a recipient of funds constituting the subject matter of a Transaction, including without limitation a Merchant;
- 1.32. Bank Branch - an organizational unit in which the Bank provides services to Account Holders; Bank Branch contact details and opening hours are available at the Bank's Website;
- 1.33. Contractual Term - the contractual term of the Time Deposit Facility;
- 1.34. Interest-Bearing Corporate Account in PLN - an interest-bearing settlement account opened under the Agreement for transaction and cash depositing purposes. The cash deposited in the Interest-Bearing Corporate Account in PLN shall bear interest in accordance with the Table of Interest Rates. The Interest-Bearing Corporate Account shall only be operated in PLN;
- 1.35. Payment Organization - an organization which processes Transactions executed using the Card, including the Cards issued within the framework of a given organization or within the framework of the CGT service; information on Payment Organizations with which the Bank co-operates while issuing and operating the Card is available via CitiPhone, at Bank Branches and on the Bank's Website;
- 1.36. Authorized Representatives - persons who in accordance with applicable laws and rules of representation are authorized to make declarations of intent on behalf of and for the Account Holder, including without limitation an Account Holder who is a sole proprietor, partners in a partnership who are jointly a party to the Agreement, partners authorized to represent partnerships, members of company Management

- Boards and holders of a general power of attorney and attorneys within the scope of their powers of attorney;
- 1.37. Package - a set of bank products and services offered for a combined fee for the Package, assigned to a specific offering described in a separate Table of Fees and Charges;
 - 1.38. 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;
 - 1.39. Debit Card PIN - a confidential four-digit identification number used to execute ATM transactions, cashless transactions at points of sale, cash transactions via Merchants using a Debit Card and also to verify the Debit Card user's identity at Bank Branches;
 - 1.40. Identification Card PIN - a confidential four-digit identification number used to verify the identity of a Representative who uses an Identification Card at a Bank Branch;
 - 1.41. Cash Back - a transaction consisting of a cash withdrawal using the Debit Card, executed via selected Merchants who offer this service and are marked with the "Cash Back" symbol, preceded directly by a Cashless Transaction executed using the same Debit Card. The TF&C shall define the maximum amount of a single cash withdrawal within the framework of a "Cash Back" transaction and also daily cash withdrawal limits;
 - 1.42. Payer - a natural person, a legal person or an unincorporated organizational unit with legal capacity granted under a statute who places a Payment Instruction within the meaning of the Act on Payment Services;
 - 1.43. Direct Debit - a domestic payment service in PLN or a domestic or cross-border payment service in EUR consisting in debiting the Account where the Transaction is initiated by the Recipient on the basis of the consent granted by the Account Holder;
 - 1.44. Account Holder - an entrepreneur within the meaning of the Act of 6 March 2018 - Entrepreneurs' Law or any other Act that amends or supersedes it, i.e. a natural person, a legal person or an unincorporated organizational unit with legal capacity granted under a separate statute, engaging in business on his, her or its own behalf, including without limitation partners of a partnership within the scope of the business activity conducted by them, having full legal capacity and acting as party to the Agreement entered into with the Bank;
 - 1.45. CGT - a foreign money transfer order executed within the framework of the Citibank Global Transfer service; the funds are available in the Recipient's account immediately after the money transfer order is placed;
 - 1.46. Express Elixir Transfer - a domestic transfer in PLN processed as part of the Express Elixir service;
 - 1.47. Account - a settlement bank account or a set of settlement bank accounts (the main account or subsidiary accounts or Interest-Bearing Corporate Account) of the Account Holder, maintained in PLN or in foreign currencies in accordance with applicable laws, opened for the Account Holder by the Bank under the Agreement and used exclusively for the purposes of the business activity of the Account Holder. Under the Agreement, the main account shall be opened in PLN as the first account of the Account Holder with the Bank, and the remaining accounts shall be opened at the Account Holder's request on the terms and conditions defined in the Agreement and in the Terms and Conditions;
 - 1.48. Inactive Account - an account in which no Transaction was recorded for consecutive 360 days, except for the Bank adding the interest accrued on the amounts remaining in the account and collecting fees or charges;
 - 1.49. Settlement Account in PLN - an Account maintained in PLN which is a settlement account within the meaning of the Banking Law;
 - 1.50. VAT Account - a VAT account within the meaning of the Banking Law;
 - 1.51. Terms and Conditions - these General Terms and Conditions of Co-Operation with Corporate Clients governing the entire banking co-operation and the related business co-operation between the Bank and the Account Holder. The Terms and Conditions are incorporated in the Bank Account Agreement and all agreements entered into with the Bank if the Terms and Conditions are referred to as being applicable therein. Pursuant to Article 109 of the Act - Banking Law and Article 384 of the Civil Code, the Terms and Conditions are binding on Account Holders, the Bank and any other persons through whom the Bank provides services related to the maintenance of Accounts. In the case of any discrepancies between the Agreement and the Terms and Conditions, provisions of the Agreement shall prevail;
 - 1.52. Terms and Conditions of Electronic Provision of Services - the terms and conditions referred to in Article 8 of the Act of 18 July 2002 on Electronic Provision of Services (Journal of Laws [Dz. U.] of 2017 item 1219, as amended), constituting the basis for the electronic provision of services by the Bank. The Terms and Conditions of Electronic Provision of Services are incorporated in these Terms and Conditions;
 - 1.53. Representative - the Main Representative, Additional Representative and representative appointed by the Account Holder prior to 1 August 2018;

- 1.54. Main Representative - a natural person indicated by the Account Holder in the Representative's Card as the person authorized to independently perform factual and legal acts and to make declarations of intent in connection with the performance of the Agreement;
- 1.55. Additional Representative - a natural person indicated by the Account Holder in the Representative's Card as the person authorized to use the Citibank Online or CitiPhone services on behalf and for the benefit of the Account Holder, including without limitation to perform legal acts and submit representations, including declarations of intent, within the scope of the authorizations granted to his or her by the Account Holder in the Representative's Card;
- 1.56. SEPA - the Single Euro Payments Area, an area in which consumers and entrepreneurs may make domestic and cross-border payments in EUR, and also receive such payments;
- 1.57. Bank's Website - the Bank's website available to the public: www.citibank.pl;
- 1.58. Parties - the Account Holder and the Bank, parties to the Bank Account Agreement;
- 1.59. Table of Functionalities and Authorizations - the table indicating the detailed scope of the Representatives' authorizations and the functions made available by the Bank with respect to various channels for accessing the Account;
- 1.60. Table of Transaction Limits - the table indicating transaction limits, available on the Payment Organizations' websites specific to the country in question;
- 1.61. Table of Interest Rates - the table of interest rates communicated in the form of the Bank's announcement and available via CitiPhone, at Bank Branches and on the Bank's Website; the Table of Interest Rates shall be incorporated in the Agreement;
- 1.62. TF&C - the Table of Fees and Charges incorporated in the Agreement;
- 1.63. Transaction - a term used jointly for Cashless Transactions and Cash Transactions;
- 1.64. Cashless Transaction - a form of monetary settlement conducted without limitation using a transfer order, Direct Debit, Debit Card, paper or IT data carriers, e.g. at Bank Branches, via CitiPhone or via Citibank Online;
- 1.65. Cash Transaction - a form of monetary settlement conducted without limitation by depositing or withdrawing cash, e.g. at a Bank Branch;
- 1.66. Contactless Transaction - a Cashless or Cash Transaction executed using a Debit Card with a Contactless Module embedded at points of sale equipped with a terminal with a contactless reader or in ATMs equipped with a contactless reader or in other devices equipped with a contactless reader;
- 1.67. Agreement - the Bank Account Agreement;
- 1.68. Act on Payment Services - the Act of 19 August 2011 on Payment Services;
- 1.69. Application - an application for the Agreement to be concluded on the terms and conditions specified by the Bank;
- 1.70. Bank Statement - an Electronic Bank Statement or a Paper Bank Statement;
- 1.71. Electronic Bank Statement - a bank statement made available after logging into Citibank Online. The Account Holder may request that notifications on Electronic Bank Statements are available by e-mail in the form of an e-mail sent to the Primary E-Mail Address;
- 1.72. Paper Bank Statement - a bank statement in hard copy delivered to the Address for Correspondence, containing information on the change of the balance in the Account for the period specified by the Account Holder in the Agreement or in an Appendix to the Agreement;
- 1.73. List of Cut-Off Times - the list of times of day defining the time of a Business Day after which the Instruction is considered received on the next Business Day. The List of Cut-Off Times shall be incorporated in these Terms and Conditions and communicated at Bank Branches, via Citibank Online and on the Bank's Website;
- 1.74. 3D Secure - the method of confirmation of Transactions executed online without the Debit Card being physically present, consisting in the Holder providing a 3D Secure Password (known as the MasterCard SecureCode for MasterCard) received to the Primary Mobile Phone Number.

CHAPTER 2. BANK ACCOUNT AGREEMENT

- 2.1. An Application may be submitted:
 - a) at a Bank Branch;
 - b) via the Bank's Website;
 - c) during a phone conversation with a Bank Relationship Manager.
- 2.2. Where a person submits the Application in the manner specified in Section 2.1 (b) or (c), the Agreement shall be sent by courier to the address indicated by that person, i.e. the address for business correspondence.
- 2.3. The Agreement may be entered into after the documents specified by the Bank have been submitted to the Bank, which shall include documents establishing the identity and legal status of the entrepreneur

applying to enter into the Agreement and specifying Authorized Representatives. During the Agreement conclusion process, the Bank may request additional documents or information from the person submitting the Application in order to conclude the Agreement. Without limitation, the Bank may request additional documents or information required under tax laws or necessary for the Bank to conduct customer due diligence or enhanced customer due diligence provided for by laws on counteracting money laundering and terrorism financing. The Bank may request the additional documents or information referred to in the preceding sentence also after the conclusion of the Agreement.

- 2.4. In the process of concluding Agreements, the Bank shall communicate with the person submitting the Application, including the provision of information about the acceptance of the Application, the conclusion of the Agreement and the Account number, using the following channels:
 - a) in person;
 - b) by phone, including via text messages sent to the mobile phone number provided in the Application;
 - c) by e-mail to the e-mail address provided in the Application.
- 2.5. If the procedure for concluding the Agreement referred to in Section 2.2 has been selected, the Bank shall inform the person who submits the Application whether the Application has been accepted promptly in accordance with the terms set forth in Sections 2.4 (b) or (c), and where the Application has been accepted, it shall send by courier two copies of the Agreement for signature to the address provided in the Application. In order for the Agreement to be concluded, the courier shall verify the identity of the person submitting the Application, and where the result of the verification is positive, two copies of the Agreement shall be signed by the person submitting the Application and all pages of these copies shall be signed or initialled in the presence of the courier. In order to conduct the identity verification referred to in the preceding sentence, the courier shall request that the person submitting the Application produce the identity document indicated in the Application and also other documents referred to in Section 2.3. No amendments which have not been agreed with the Bank may be introduced to the copies of the Agreement sent by the Bank. The Account shall be maintained by the Bank from the time the Account is activated pursuant to Section 2.7.
- 2.6. The Bank shall open and maintain Accounts on the basis of the Agreement between the Bank and the Account Holder.
- 2.7. The Agreement shall be entered into in written form upon its signature by both parties. Account activation shall become effective after the Bank verifies the documents signed by the Account Holder. Account activation may be confirmed by sending a notice to the Account Holder in the form of a text message or e-mail to the Primary Mobile Phone Number or Primary E-Mail Address indicated by the Account Holder.
- 2.8. The Bank reserves the right to refuse to enter into the Agreement without stating reasons, and also to demand additional documents from the Account Holder both before entering into the Agreement and during the Agreement term.
- 2.9. Upon entering into the Agreement and opening the Account, the Account Holder shall purchase a specific Package pursuant to the Agreement and the Terms and Conditions. The Account Holder may use the products and services included in the selected Package for a combined fee for the Package and may request access to other products offered by the Bank optionally, for a fee in accordance with the TF&C. Such access shall be possible after the Bank accepts the application submitted.
- 2.10. The Specimen Signature Card shall be incorporated in the Agreement. If no Specimen Signature Card has been completed upon the conclusion of the Agreement, the signature of the Account Holder or the Authorized Representative on the Agreement shall constitute a specimen signature for the Bank.
- 2.11. The Representative's Card shall be incorporated in the Agreement. Unless otherwise agreed in the Agreement, the Representative's signature on the Representative's Card shall constitute a specimen signature for the Bank. The Account Holder shall be responsible for the genuineness of the Representative's signatures included in the Representative's Card if these signatures were not made in the presence of a Bank employee. A Representative may be appointed after the documents specified by the Bank concerning the Representative's identity have been submitted to the Bank.
- 2.12. The Account Holder shall appoint at least one Main Representative upon concluding the Agreement. The Account Holder may change a Main Representative, but at least one Main Representative must be present throughout the term of the Agreement. The Account Holder may appoint or change an Additional Representative at any time during the term of the Agreement. A Representative may be an Account Holder who is a natural person, an Authorized Representative or a third party.
- 2.13. The Account Holder's rights under the Agreement shall be exercised:
 - a) in person or through Authorized Representatives;
 - b) through Representatives.

- 2.14. The Account Holder may exercise all rights and perform all obligations in person or through Authorized Representatives, with the proviso that the exercise by those persons of the authorizations indicated in the Table of Functionalities and Authorizations as the Representative's authorizations (other than those exercised at the Branch) shall require the prior appointment of the Account Holder or of Authorized Representatives as Representatives by completing or amending the Representative's Card. This shall mean, without limitation, that access to Citibank Online, CitiPhone and the Card shall only be granted to Representatives and cannot be granted to the Account Holder or to Authorized Representatives who have not been appointed as Representatives.
- 2.15. Unless otherwise agreed in the Agreement, Representatives shall have the right to perform acts related to Account maintenance in accordance with the Representative's Card and on the terms indicated in the Table of Functionalities and Authorizations, including without limitation the submission of Instructions, excepts for actions related to the termination of the Agreement. A Main Representative: (i) shall have full access to Citibank Online and to CitiPhone; (ii) may independently represent the Account Holder at Bank Branches, including the submission of Instructions and performing other activities under the Agreements concluded; (iii) shall have access to all Accounts maintained for the Account Holder; (iv) may appoint Additional Representatives and grant, change or revoke their authorizations; (v) may browse Account history, lists of all transfers awaiting approval or acceptance and the history of the transfer acceptance process as well as use other services offered by the Bank. An Additional Representative: (i) shall have limited access to Citibank Online and CitiPhone, in accordance with the authorizations granted in the Representative's Card; (ii) may not place Instructions or declarations of intent on the Account Holder's behalf at Bank Branches unless it is otherwise stated in the Table of Functionalities and Authorizations; (iii) shall have access to the Accounts maintained for the Account Holder indicated in the Representative's Card; (iv) shall not be able to change the details and authorizations of the other Representatives.
- 2.16. The detailed scope of rights and functions made available to individual types of Representatives via individual channels is presented in the Table of Functionalities and Authorizations available on the Bank's Website. Any amendment to the Table of Functionalities and Authorizations shall be announced by way of an announcement published on the Bank's Website and shall take effect no sooner than on the first Business Day following the month in which it is announced. The Bank shall notify any amendments to the Table of Functionalities and Authorizations by e-mail or via Citibank Online.
- 2.17. Irrespective of the relationship between the Account Holder and a Representative or Authorized Representatives, the Account Holder shall be fully liable to the Bank for any actions and omissions by a Representative and by Authorized Representatives, and any actions or omissions by a Representative shall be considered the Account Holder's actions by the Bank. Without limitation, all Instructions submitted or authorized by a Representative or Authorized Representatives, including via Citibank Online or CitiPhone, as well as using Payment Instruments, shall be binding on the Account Holder and shall be deemed submitted or authorized by the Account Holder. The Bank shall not be liable for any Instructions submitted or for any Transactions executed by Representatives or Authorized Representatives contrary to the Account Holder's intentions.
- 2.18. For the avoidance of doubt, whenever the term "Account Holder" is referenced in the Agreement or in these Terms and Conditions, it shall be deemed to include a reference to a Representative to the extent to which he or she exercises the Account Holder's rights and performs the Account Holder's obligations.

CHAPTER 3. CURRENT ACCOUNT AND SUBSIDIARY ACCOUNTS

- 3.1. The main Account is a current settlement account maintained in Polish zlotys and is offered as a non-optional element of each Package. Additional subsidiary settlement accounts shall be opened at the request of the Account Holder on the basis of the Agreement and of the Terms and Conditions.
- 3.2. Subsidiary accounts may be opened in the currencies defined in the Table of Interest Rates. A subsidiary account may without limitation be opened as an account of the company social benefit fund, EU grant account or another account, included where its operation is required under mandatory legal provisions.
- 3.3. An Account Holder who is a sole proprietor may open a Personal Account as a consumer and use the possibility of linking the Account to the Personal Account, with the proviso that the Personal Account is a savings and checking account not related to the conduct of business activity, opened for natural persons, and thus cannot be used by the Account Holder for executing Transactions related to the conduct of business activity.

CHAPTER 4. VAT ACCOUNT

- 4.1. The Bank shall open and maintain a VAT Account for each Account Holder. The opening of a VAT Account shall not require an agreement to be concluded and the account shall be maintained in accordance with the provisions of the Banking Law.

- 4.2. The Account Holder may, upon the conclusion of the Agreement or during its term, submit an application for subsequent VAT Accounts to be opened and maintained, with the proviso that: (i) no more than one VAT Account may be maintained for each Settlement Account in PLN; and (ii) a single VAT Account may be maintained for one or more Settlement Accounts in PLN. The number of VAT Accounts cannot be greater than the number of Settlement Accounts in PLN maintained by the Bank for the Account Holder in question. When applying for the opening of a second or subsequent VAT Account, the Account Holder shall indicate the Settlement Account in PLN for which each VAT Account is to be maintained.
- 4.3. The Account Holder may submit an application for a VAT Account to be closed at any time if the Bank maintains at least one other VAT Account for the Account Holder. When submitting an instruction for a VAT Account to be closed, the Account Holder shall indicate another VAT Account maintained by the Bank to which funds from the VAT Account being closed are to be transferred; in the absence of such indication, the Bank shall transfer the amount remaining after performing the settlements related to the VAT Account being closed to the VAT Account maintained for the main Account. The Account Holder may also submit an application concerning the change of the VAT Account maintained for a given Settlement Account in PLN.
- 4.4. The Bank shall notify the VAT Account number upon its opening or promptly afterwards; this information shall be made available via Citibank Online and indicated on the Bank Statement. The Bank shall provide information on the turnover in the VAT Account and on its balance via Citibank Online and on the Bank Statement.
- 4.5. A VAT Account may only be credited or debited pursuant to applicable laws.
- 4.6. The Bank shall not issue any Payment Instruments, including without limitation a Debit Card, for a VAT Account.
- 4.7. Irrespective of other exclusions and limitations of liability, the Bank shall not be liable for the admissibility and correctness of the Instructions submitted with respect to the VAT Account, including without limitation the correctness of the details indicated in the Instruction (including the numbers which identify invoices or counterparties), the correct application of VAT rates and calculations of VAT amounts. To the extent provided for in applicable laws relating to VAT Accounts, the Bank may refuse to execute a Transaction relating to a VAT Account or a Settlement Account in PLN.

CHAPTER 5. INTEREST RATE ON THE ACCOUNT

- 5.1. Unless the Agreement or Table of Interest Rates provide otherwise, the funds held in the Account shall bear interest at a variable annual rate determined by the Bank.
- 5.2. The Bank may change the interest rate during the term of the Agreement. This change shall depend on the change of one of the following parameters:
 - a) the interest rates on the domestic money market;
 - b) the level of any interest rates set by the National Bank of Poland;
 - c) the rate of inflation as measured by the Consumer Price Index;
 - d) the ratio of costs of financing the Bank's activity;
 - e) the income obtained by the Bank from money deposits;
 - f) the level of the mandatory reserve rate determined by the Monetary Policy Council (RPP);
 - g) levels of the reference rates affecting the Bank's operations, including the WIBOR, LIBOR or EURIBOR.
- 5.3. A change in the interest rate shall not constitute an amendment to the Agreement and shall not require termination thereof. A change in the interest rate shall come into force as of the date specified by the Bank. Information on the interest rate in effect at any given time shall be notified to the public at Bank Branches and shall also be available via CitiPhone and on the Bank's Website.
- 5.4. Interest on the funds held in the Account shall be calculated in the currency of the Account from the date the deposit is made into the Account up to and including the day preceding the date the funds are withdrawn from the Account.
- 5.5. Unless stated otherwise in the Agreement, interest on the funds held in the Account shall accrue for monthly settlement periods or, if the Agreement is terminated, until the day preceding the date the Agreement is terminated. The interest accrued within a given settlement period shall be added to the balance of the Account on the first day of the next settlement period or on the date the Agreement is terminated, respectively.
- 5.6. Funds accumulated in the VAT Account may bear interest if this is stipulated in the Table of Interest Rates. Where funds accumulated in the VAT Account bear interest, the Bank shall credit the amount of interest to the Settlement Account in PLN for which the VAT Account in question is maintained, unless an instruction to credit another Settlement Account in PLN has been submitted.
- 5.7. Interest on the Account shall accrue for the actual number of days, at 1/365 (for PLN, GBP, CZK, NOK, CAD, AUD and HUF) or 1/360 (for EUR, USD, CHF, DKK and SEK) of the annual interest rate per day

from the date the deposit is made if it is a Business Day (if the date the deposit is made is not a Business Day, then from the next Business Day), to the day preceding the withdrawal of funds, and shall be added to the Account in accordance with Section 5.5.

CHAPTER 6. FEES AND CHARGES

- 6.1. The Bank shall collect the fees and charges defined in the current TF&C applicable to the given Package for the services provided in relation to operating the Account, with the proviso that the opening and maintenance of the VAT Account shall be free of charge. The fee shall be collected in the next calendar month after the month in which the service was provided. Monthly fees for Cards shall be debited monthly to the Account to which the Card is currently assigned, counting from the date of Card issuance, throughout the Agreement term.
- 6.2. The fee for the Package shall be debited monthly to the main Account. The monthly fee for the subsidiary Account, if not included in the fee for the Package, shall be collected from such subsidiary Account. The transaction fees and charges due arising from the Instructions submitted via CitiPhone or at Bank Branches shall be debited on an ongoing basis to the Account indicated by the Account Holder. In the remaining cases, the Account in which the Transaction was initiated shall be debited. Other fees shall be debited to the main Account. The Bank may collect a fee for the Package and other fees and charges by debiting another Account held by the Account Holder, to which the Holder authorizes the Bank hereby. If currency translation is necessary, the Bank shall apply the Bank's foreign exchange rate in force on the day the fee is posted.
- 6.3. The Bank shall have the right to amend the TF&C for reasons set forth in Section 5.2 of the Terms and Conditions and in the following cases:
- a) the introduction of new services, if this ensures proper performance of the Agreement, does not infringe upon the Account Holder's interests and does not lead to an increase of the Account Holder's financial burden under the Agreement if the Account Holder does not use the new service;
 - b) a change of the range or form of the services provided to date under the Agreement, if this ensures proper performance of the Agreement and does not infringe upon the Account Holder's interests;
 - c) an increase in the actual costs borne by the Bank, i.e.:
 - costs arising from the issue of new or amendments to existing recommendations, directives or decisions of the authorities overseeing the Bank's operations which contribute to an increase in the costs incurred by the Bank in connection with the provision of services under the Agreement;
 - costs related to the enactment of new or amendments to existing applicable laws or supervisory authorities' guidelines applying to Agreement performance which contribute 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 a service under the Agreement or an increase in the labor intensity of such a service in consideration of which the fee is being charged, provided that a change in any TF&C item in such case cannot exceed 200% in comparison to the previous rate or amount to more than 200% of the increase in cost;
 - d) in the case of inflation (as measured by the Consumer Price Index) amounting to at least 0.25% year-on-year, published for the preceding calendar month by the Central Statistical Office, provided that a change in any TF&C item in such case cannot exceed 200% in comparison to the previous rate. The 200% change limit in relation to the previous rate, as referred to above, shall not apply to situations where new items are added to the TF&C or where the previous rate was PLN 0. The Bank should promptly notify the Account Holder of any amendments to the TF&C.
- 6.4. The Bank shall deliver a notice of any amendments to the TF&C to the Account Holder in electronic form or in hard copy as previously agreed with the Account Holder. If, within 30 days of the delivery of the notice referred to in the preceding sentence, the Account Holder does not submit a written notice of termination of the Agreement, the new rates of fees and charges shall be binding on the parties as from the date of their introduction, as defined by the Bank, but not earlier than after the expiry of a 30-day period following the delivery date. If the Agreement is terminated by the Account Holder, the termination shall be effective 30 days after the delivery to the Account Holder of the notice on amendments to the TF&C. Information on the current levels of fees and charges shall be published at Bank Branches and shall also be available via CitiPhone and on the Bank's Website.
- 6.5. For some operations listed in the TF&C, fees shall be settled by charging a single subscription fee in consideration of an unlimited number of operations during a calendar month or through charging fees on a per-operation basis. The subscription fee shall be charged no earlier than on the first Business Day immediately following the month to which it relates. The Account Holder may at any time opt not to pay

a single subscription fee and instead opt to be charged fees on a per-operation basis. The Account Holder may opt to pay a single subscription fee again at any time. The Account Holder may select the settlement method at Bank Branches, via CitiPhone or via Citibank Online.

CHAPTER 7. BANK STATEMENTS AND OTHER CORRESPONDENCE

- 7.1. Unless these Terms and Conditions provide otherwise, all notices, messages and other correspondence directed to the Account Holder in relation to or arising from the Agreement or the Terms and Conditions shall, at the Bank's choice, be:
 - sent by e-mail to the Primary E-Mail Address; or
 - sent by courier or post (by ordinary mail or registered mail at the Bank's discretion) to the Address for Correspondence; or
 - delivered in person.
- 7.2. Any notices, messages and other correspondence addressed to the Account Holder shall be deemed delivered:
 - if sent by e-mail - on the day on which they are sent;
 - if delivered in person or by courier - on the day of their actual receipt;
 - if sent by post - upon their delivery and, in the absence of a return receipt, they shall be deemed delivered on the 7th day after being sent.
- 7.3. The Account Holder may change the Address for Correspondence indicated in the Agreement, and such change shall become effective upon the Bank being notified thereof. Any correspondence sent to the Address for Correspondence shall be deemed to have been delivered to the Account Holder irrespective of the Account Holder's actual ability to read such correspondence. Notwithstanding other provisions of these Terms and Conditions, the Bank reserves the right, at its discretion, to adopt unjustified cases as the Address for Correspondence the Account Holder's address indicated in publicly available registers, including the National Court Register [Krajowy Rejestr Sądowy] or the Central Registry of Information on Business Activity [Centralna Ewidencja i Informacja o Działalności Gospodarczej].
- 7.4. Whenever these Terms and Conditions refer to the Bank's communication with the Account Holder using the e-mail address or mobile phone number, this shall be deemed to mean the most recent Primary E-Mail Address or Primary Mobile Phone Number indicated to the Bank by the Account Holder.
- 7.5. The Bank shall communicate information on changes in the Account balance, including information on the balance, in the form of a Bank Statement made available via Citibank Online (Electronic Bank Statement) with the frequency specified by the Account Holder, in Polish or in English. Details of all Accounts and VAT Accounts maintained for the Account Holder shall be presented in the bank statement.
- 7.6. The Bank shall make the Electronic Bank Statement available via Citibank Online without notification or, at the Account Holder's request, with a message sent to the Primary E-Mail Address.
- 7.7. At the request of the Account Holder receiving an Electronic Bank Statement, the Bank shall deliver an additional Paper Bank Statement to the Address for Correspondence.
- 7.8. For making the Bank Statement available, the Bank shall charge a fee in accordance with the TF&C.
- 7.9. The Bank shall make available the Electronic Bank Statement at the latest on the second Business Day after the date of its generation, understood as the last day covered by the bank statement, if the request to provide the Electronic Bank Statement service was submitted at least two Business Days before that date. Otherwise, the Electronic Bank Statement service shall be provided from the next bank statement generation cycle.
- 7.10. The Bank shall not be liable for irregularities arising from the Account Holder providing an incorrect e-mail address for receiving messages concerning an Electronic Bank Statement being available in Citibank Online.
- 7.11. The Bank shall not be liable for any delays in accessing or the inability to access to the Electronic Bank Statement service due to causes beyond the Bank's control. For security reasons and due to any other causes beyond the Bank's control, the Bank shall have the right to suspend access to the Electronic Bank Statement service for the period necessary to remedy any existing risks or irregularities. If the period during which access to the Electronic Bank Statement is not possible exceeds 5 Business Days, the Bank reserves the right to send bank statements in paper form.
- 7.12. The Bank shall not be liable for any changes made to Electronic Bank Statement content by the Account Holder. All changes to Electronic Bank Statement content made by the Account Holder shall render the Electronic Bank Statement invalid.
- 7.13. Subject to Section 7.18, the Account Holder shall notify the Bank within 7 calendar days if the Account Holder has not received a Bank Statement sent by the Bank in accordance with the provisions of Sections 7.5, 7.6 or 7.7 of the Terms and Conditions.

- 7.14. The Account Holder shall check the Transactions and balances specified in the Bank Statement. The Account Holder shall notify the Bank about any discrepancy in balances or Transactions in the Bank Statement promptly, no later than within 14 days from the date on which the Account was debited or from the date when the Transaction was to be executed. Failure to notify the Bank within the aforementioned time limit shall mean that the Account Holder agrees with the information contained in the Bank Statement.
- 7.15. In the relationship between the Bank and the Account Holder, the Bank Statement shall be the basic evidence which confirms the correctness of the information contained therein unless the Account Holder presents written evidence indicating a discrepancy between the contents of the Bank Statement and the actual state of affairs.
- 7.16. If the Bank finds that any confirmation, Bank Statement, notice or any other document delivered to the Account Holder contains an error, the Bank shall promptly notify the Account Holder thereof and remedy such error in accordance with the provisions of Section 7.17 of these Terms and Conditions.
- 7.17. The Bank shall correct any accounting entries made erroneously to the Account, including without limitation as a result of crediting the Account with the funds not due to the Account Holder or caused by an obvious typing or calculation error, by making reversal entries. The Bank shall notify the Account Holder promptly about such corrections through a Bank Statement or a separate notice sent in the manner provided for in Section 7.1 of the Terms and Conditions.
- 7.18. Where Bank Statements are sent by the Bank more frequently than monthly, the Bank shall have the right to change their frequency to once a month if during the period which the bank statement concerns no change in Account balance occurred except for the Bank adding the interest accrued on the amounts in the Account and collecting fees and charges.

CHAPTER 8. INSTRUCTIONS

- 8.1. The Bank shall execute an Instruction if funds in the Account are sufficient for the Instruction to be executed and for covering all fees and charges due to the Bank for Instruction execution, unless a separate Agreement with the Bank allows for a negative balance in the Account and no limitation exists on using the funds in the Account.
- 8.2. If the funds held in the current account are insufficient for executing all Instructions submitted, the Bank shall execute Instructions in the order of their receipt by the Bank, and if determining this order is impossible or presents considerable difficulty, the Bank shall determine the order of their execution without the Account Holder's participation, without accepting any liability for failure to execute the Instructions which exceed the balance of funds accumulated.
- 8.3. The Bank shall execute Instructions submitted to a Branch or submitted by mail provided that the natural person authorized to submit such Instructions has previously provided a specimen signature.
- 8.4. The Bank may request that the Account Holder provide additional verbal or written explanations or provide documents considered necessary for the Instruction to be executed. The Account Holder shall be responsible for the compliance of the Instruction submitted with applicable laws, including without limitation with the Foreign Exchange Law, and also for obtaining the required foreign exchange permits and other necessary documents. The Bank shall refuse to execute the Instruction where there is a reasonable suspicion that its execution could violate any applicable laws.
- 8.5. The Account Holder shall conduct business in accordance with applicable laws and shall use the Account for the purpose set forth in the Agreement and in accordance with applicable laws; without limitation, the Account must not be used for settlements of Transactions covered by laws on counteracting money laundering and terrorism financing. At the same time, the Parties hereby agree that the Account shall not be used for settlements of Transactions covered by international sanctions, including sanctions adopted by the United Nations, the European Union and the United States of America, the information on the scope and nature of which is available on the websites maintained by these organizations and, in the case of sanctions imposed by the United States of America, on the website of the Office of Foreign Assets Control (OFAC), and also on the Bank's Website.
- 8.6. Instructions shall be executed on the condition that the Account Holder delivers to the Bank complete and accurate directives, including without limitation to the extent necessary for executing the Transaction defined in the Instruction in the Account. The Account Holder shall be responsible for the correctness and accuracy of the directives submitted. If the directives submitted do not enable the Instruction to be executed, the Bank may refuse to execute the Instruction.
- 8.7. Where domestic and foreign interbank settlements are conducted and an instruction is received concerning the debiting or crediting the Account Holder's Account, the Bank shall perform the instruction exclusively on the basis of the bank account number specified in the instruction. The Bank shall not be liable for damages caused by the execution of such instructions.

- 8.8. The Bank shall not be liable for the consequences of the execution of Instructions submitted by the Account Holder, Representatives or Authorized Representatives which result from their different or contradictory decisions. If the execution of one Instruction precludes in whole or in part the execution of another Instruction or raises doubts as to the correct manner of execution of the Instruction by the Bank, the Bank shall have the right to abstain from the execution of the Instruction until written evidence is presented that the Representatives or Authorized Representatives have reached agreement or a legally binding court decision on the manner of disposing of the Account is presented. The provision of the preceding sentence shall apply in particular to cases where there is a dispute concerning the identity and scope of authorizations of the Account Holder, Representatives or Authorized Representatives.
- 8.9. The Bank shall have the right to conduct additional verification of the person submitting the Instruction.
- 8.10. Revocation of the authorization to submit Instructions granted to a specific Representative in the Representative's Card may be submitted to the Bank in accordance with the rules set forth in the Table of Functionalities and Authorizations and shall be effective vis-à-vis the Bank from the moment the Bank verifies the documents submitted and confirms their correctness and authenticity.
- 8.11. The Bank shall verify the identity of the person submitting the Instruction. The Bank reserves the right to refuse to execute the Instruction in the case of any justified doubts as to the identity or authorization of the person submitting the Instruction, including without limitation where an incorrect Identification Code has been used or other information used for such person's identification could not be confirmed or there was a dispute concerning such person's authorization to represent the Account Holder.
- 8.12. For reasons of ensuring security of funds in the Accounts, the Bank may introduce security procedures with respect to each form in which Account Holders may submit Instructions; without limitation, the Bank reserves the right to confirm by phone instructions to execute transfers from the Account. In such a case, the Bank shall have the right to contact on the phone one of the Representatives authorized by the Account Holder in the Representative's Card. The Bank shall have the right not to execute an Instruction if it is canceled by the Account Holder or if, in the Bank's opinion, the telephone confirmation obtained is not identical to the content of the Instruction delivered to the Bank.
- 8.13. Instructions concerning transfers and withdrawals from the Account ordered to the Bank in a currency different than the Account currency shall be translated by the Bank at the foreign exchange rate in force at the Bank at the time when the Bank executes such an instruction. The exchange rate shall be established on the basis of average exchange rates in the interbank market (Average Exchange Rate). The Average Exchange Rate shall be increased by the Bank's margin. Due to volatility of the Average Exchange Rate which is beyond the Bank's control, changes to the exchange rate tables in force at the Bank shall be made without prior notice.
- 8.14. The Bank reserves the right to refuse to execute an Instruction which concerns an amount smaller than one unit of the currency in question.
- 8.15. Disclaimer:
- a) unless agreed otherwise, the Bank shall not be liable for any losses of the Account Holder arising from exchange rate changes in the course of making foreign payments and entering into Foreign Exchange Transactions;
 - b) the exchange rates announced at the Bank's registered office or provided by phone are for information purposes only and are subject to changes during the day unless the Bank undertakes to use the given foreign exchange rate or their level is otherwise defined by the Parties.
- 8.16. Foreign exchange rates shall be made available by the Bank through:
- a) publication on the Bank's Website;
 - b) paper publications available at Bank Branches;
 - c) Citibank Online;
 - d) CitiPhone.
- 8.17. When executing an Instruction submitted in a Member State's currency for a Recipient whose payment service provider is located within the territory of a Member State, the Bank shall ensure that the provider's account is credited with the Payment Transaction amount not later than:
- a) until the end of the next Business Day after the receipt by the Bank of the Instruction if the Transaction is:
 - in Polish zlotys or in euros and to the account of a payment service provider in the territory of the Republic of Poland;
 - in euros and to the account of a payment service provider in another Member State; and
 - b) by the end of the fourth Business Day after the Bank receives the Instruction in the remaining cases. These deadlines may be extended by another Business Day for Payment Transactions initiated in hard copy.

- 8.18. The Bank shall have the right to refuse to execute an authorized Instruction if:
- the Bank has justified reasons to believe that the execution of such an Instruction is connected to criminal activity; or
 - for justified reasons, the Bank considers that its performance may lead to a breach of the obligations arising from the Agreement, applicable laws, regulations, rules or other duties which are applicable to the Bank's business; or
 - the Account Holder does not have sufficient funds to execute the Instruction, or Instruction execution (including the fees and charges accrued) would result in the established limits being exceeded or would breach the existing limitations; or
 - the Instruction is unclear, incomplete or submitted in a different form than required; or
 - in other cases defined in the Terms and Conditions or in the agreement concluded with the Account Holder.

If not prohibited by applicable laws, the Bank shall deliver or make available to the Account Holder a notice of refusal to execute the Instruction, including without limitation using means of remote communication, through the Recipient or using electronic means of communication.

- 8.19. In the case where the Inactive Account status is assigned to all Accounts of the Account Holder, access to the Accounts shall be reinstated by the Bank after the appropriate Instruction is submitted at a Bank Branch or via CitiPhone by the Account Holder or by a person authorized to order Transactions in accordance with the documentation held by the Bank. A change of the Inactive Account status to the active one shall be possible via CitiPhone only where at least one Account is active.

If not prohibited by applicable laws and not undesirable for security reasons, the Bank shall promptly notify the Account Holder of his or her ability to use a Payment Instrument having been blocked and of the underlying reasons, including without limitation using means of remote communication, through the Recipient or using electronic means of communication.

- 8.20. In the case where the Transaction is initiated by the Account Holder as the Payer, the Account Holder cannot cancel or modify the Instruction after its receipt by the Bank. Any cancellation or modification of the Instruction after this time limit shall only be possible with the Bank's consent and on the basis of a separate directive. In this case, the Bank shall have the right to charge a fee for the cancellation or modification of the Instruction. The above shall not apply to orders with a deferred payment date, including standing orders or one-time transfers with a future date, which may be canceled until the end of the Business Day preceding the agreed order execution date.
- 8.21. The Bank shall have the right to change, without prior notice to the Account Holder, the charging option indicated by the Account Holder in the Instruction in order to ensure that the Instruction is properly executed in accordance with the Act.

CHAPTER 9. TRANSFERS AND DIRECT DEBITS

- 9.1. The Bank shall consider to have been properly authorized to execute a transfer Instruction, including a transfer with a future date or a standing order, in accordance with the Instruction submitted, if the Instruction was submitted:
- a) personally at a Bank Branch after prior verification of the person submitting the Instruction using an identification document or using the Debit Card or the Identification Card and following the entry of the Debit Card PIN or Identification Card PIN, respectively, or following the confirmation of Instruction submission with the signature of the person submitting the Instruction;
 - b) in an ATM following prior confirmation of the Debit Card user's identity by means of the Debit Card PIN;
 - c) via CitiPhone in accordance with rules for authorizing the Instructions submitted via this channel;
 - d) via Citibank Online in accordance with rules for authorizing the Instructions submitted via this channel.
- 9.2. The Bank shall start the execution of the authorized Instruction upon its receipt, save that the Bank and the Account Holder may agree that Instruction execution starts:
- on a specified day;
 - at the end of the specified period;
 - on the date on which the Account Holder puts at the Bank's disposal the funds for executing the Instruction.

In the case where the Instruction is received by the Bank:

- on a day other than a Business Day for the Bank; or
- on a Business Day but after the cut-off times defined by the Bank in the List of Cut-Off Times, the Instruction shall be deemed to have been received by the Bank on the first Business Day after

that day. The provisions of the previous sentence shall apply mutatis mutandis to the determination of the moment when the funds transferred to the Account are received by the Bank.

In the case of Instructions which require prior phone confirmation of their correctness by an authorized Representative, the time when the Instruction is confirmed by the Representative shall be considered the time when the Instruction is accepted for execution.

In the case of Transactions executed using the Debit Card, the time of receipt of the order shall be deemed to be the time when the Bank receives from the Payment Organization information (the settlement file) concerning the Transaction.

- 9.3. The Bank shall execute transfer Instructions in the following currencies: AUD, CAD, CHF, CZK, DKK, EUR, GBP, HUF, JPY, NOK, PLN, SEK and USD. Transfer instructions submitted via Citibank Online shall be executed in CHF, DKK, EUR, GBP, PLN, SEK and USD. If the Bank makes it possible to execute Instructions in a currency other than those listed above, these Terms and Conditions shall apply without the need to make any changes.
- 9.4. The Account Holder shall control the balance of funds in the Account held.
- 9.6. The Account Holder may establish a standing order or order a one-time transfer with a future date. Where such an Instruction is established, modified or canceled, the Account Holder shall notify this fact to the Bank at least one Business Day before the order execution date. The order shall be executed on condition that sufficient funds are present in the Account in question one Business Day before the designated date of execution of the standing order or of the transfer with a future date. Failure to ensure that sufficient funds are present in the Account in question one Business Day before the designated date of execution of the standing order or of the transfer with a future date may constitute the basis for a refusal to execute the authorized operation.
- 9.7. A standing order or a transfer with a future date may only be established in Polish zlotys and the Account to be debited must be operated in Polish zlotys or otherwise execution of the authorized operation may be refused.
- 9.8. The Bank shall make available to the Account Holder as the Payer the ability to use the Direct Debit service, provided that prior consent has been obtained from the Account Holder for the Account Holder's Account to be debited with the amount of the Transaction initiated by the Recipient, and other additional conditions that may arise from the rules of provision of the Direct Debit service adopted in the interbank market are met. As the Payer, the Account Holder agrees that a Transaction initiated by the Recipient under the Direct Debit service may be processed by submitting a written Instruction to a Bank Branch or by way of an Instruction submitted via Citibank Online or via CitiPhone. In the case of modification or cancellation of the Direct Debit service, the Account Holder shall notify this fact to a Bank Branch not later than by the end of the Business Day preceding the Account debiting day agreed with the Bank.
- 9.9. The Bank shall execute Direct Debits in Polish zlotys or in euros (SEPA Direct Debit) on the terms set forth in applicable laws. Direct Debit shall be executed on condition that sufficient funds are present in the Account in question one Business Day before its designated date of execution. Insufficient funds in the Account in question one Business Day before its designated date shall constitute the basis for a refusal to execute the Direct Debit.
- 9.10. SEPA Direct Debits shall be executed by the Bank in the B2C model only.
- 9.11. If the Account of the Account Holder who is a beneficiary of a transfer specified in the transfer order by the principal differs in terms of its currency from the payment currency specified in the transfer order received, the payment amount shall be translated to the currency of the credited Account at the foreign exchange rate in force at the Bank at the time of order execution, save for separate arrangements between the Account Holder and the Bank.
- 9.12. When executing Instructions made from the Account within the framework of the CGT service to the Recipient's account operated in a currency different than the Instruction currency, the Recipient's account shall be credited with the amount translated at the foreign exchange rate applied by the Payment Organization which performs settlements within the framework of the service.
- 9.13. CGTs and Express Elixir Transfers shall be executed instantly, and the Recipient's account shall be credited with the amount of the funds transferred at the time of submission of the Payment Instruction which includes the relevant transfer instruction. The possibility of executing a CGT or an Express Elixir Transfer shall depend on the technical readiness of the Recipient's bank to accept a transfer as part of that service. The Bank shall inform the Customer whether it is possible to execute a CGT or an Express Elixir Transfer before accepting a payment instruction which concerns a CGT or Express Elixir Transfer Instruction.
- 9.14. The use of the SORBNET system shall be mandatory for external PLN transfer orders to accounts at banks, credit institutions, branches of credit institutions and branches of foreign banks operating in the territory of the Republic of Poland, with the exception of transfers to the Social Security Institution and to the Tax Office, which amount to PLN 1,000,000 or more.

CHAPTER 10. CASH DEPOSITS AND WITHDRAWALS

- 10.1. Deposits to the Account may be made:
 - a) in the form of transfers to the Account made through other banks or post offices;
 - b) in ATMs or cash deposit machines indicated by the Bank;
 - c) in cash at the Bank Branches indicated by the Bank (the list of Bank Branches together with their locations and information on currencies in which cash services are provided and the denominations handled is available at Bank Branches, via CitiPhone and on the Bank's Website);
- 10.2. In the case of deposits in the Account made in ATMs or cash deposit machines using a Debit Card, deposits may only be made in banknotes in the currency supported by the ATM or cash deposit machine in question in accordance with the operating instructions displayed by that ATM or cash deposit machine offering the functionality in question.

The provisions of Section 14 of these Terms and Conditions shall apply mutatis mutandis to using the Debit Card in the ATMs indicated by the Bank.
- 10.3. The deposit amount shall be checked and counted and the Account shall be credited with the amount deposited:
 - a) immediately after the deposit has been made for deposits made in Bank ATMs;
 - b) promptly after the receipt of information on the deposit made from an independent operator - for deposits made in cash deposit machines or ATMs owned by independent operators selected by the Bank.
- 10.4. In the case of deposits made at the Bank's Branches and in ATMs on days other than a Business Day, the date of making the deposit shall be deemed to be the first Business Day after the day of making the deposit.
- 10.5. A cash deposit Instruction shall be deemed authorized if:
 - a) it has been confirmed by the Debit Card PIN; or
 - b) in the case of a deposit made at a Bank Branch, it has been confirmed by the signature of the person authorized to make the deposit; or
 - c) in the case of a device where Transactions are initiated through the insertion of a card, the transaction was authorized through physical placement of the Debit Card in the machine.
- 10.6. The Bank reserves the right to refuse to accept banknotes that are worn or withdrawn from circulation and also coins other than Polish zlotys, and also banknotes of currencies other than the currencies for which cash services are provided at the Bank Branch in question according to the Bank's stipulation. In the case of counterfeit notes and coin, the Bank shall have the right to refuse to return them.
- 10.7. The Bank shall accept a cash deposit to the Account in a currency different than the currency of the Account indicated in the Instruction received, treating it as an Instruction to settle a deposit in the Account indicated in the Instruction after its translation to the Account currency at the foreign exchange rate in force at the Bank at the time of Instruction execution by the Bank, save for separate arrangements between the Account Holder and the Bank.
- 10.8. The daily maximum limit of cash withdrawals in an ATM shall be set forth in the TF&C.
- 10.9. The Bank reserves the right to handle withdrawals in foreign currencies at Bank Branches only in the currencies in which cash services are provided and only in the denominations specified. The Bank reserves the right to process a withdrawal of an amount in a foreign currency which is not a multiple of the minimum denomination set by the Bank for the Bank Branch in question after its translation into Polish zlotys at the foreign exchange rate in force at the Bank. The Account Holder making a cash withdrawal in a foreign currency whose amount is not a multiple of the denomination set by the Bank shall receive the remaining amount in Polish zlotys, translated into Polish zlotys at the foreign exchange rate in force at the Bank.
- 10.10. Withdrawals from the Bank's own ATMs shall be made in a currency handled by the ATM in question in line with its operating instructions. The provisions of Section 14 of these Terms and Conditions shall apply mutatis mutandis to using the Debit Card in the Bank's own ATMs.
- 10.11. The Bank shall stipulate in the TF&C the amount above which the Account Holder should notify the planned cash withdrawal in advance. The advance period cannot be shorter than 3 Business Days.
- 10.12. A cash withdrawal Instruction shall be considered authorized if it is confirmed by the Debit Card PIN or Identification Card PIN or the signature of the person authorized to undertake this action.
- 10.13. The Bank reserves the right to accept deposits at indicated Bank Branches only in the foreign currencies in which cash services are provided at the Bank Branch in question and only in the denominations specified. The list of Bank Branches together with their locations and information on currencies in which cash services are provided and the denominations handled is available at Bank Branches, on the Bank's Website and via CitiPhone.

CHAPTER 11. CITIBANK ONLINE

- 11.1. The Account Holder may use Citibank Online exclusively through a Representative. Access to Citibank Online shall be granted after Agreement conclusion and the service shall be made available after logging into the system using the Card.
- 11.2. Citibank Online shall enable the following operations:
 - a) obtaining information on Account balance and on Transactions in the Account;
 - b) submitting instructions and executing Transactions in the Account;
 - c) submitting complaints and questions;
 - d) submitting other requests specified by the Bank and made available via Citibank Online.
- 11.3. Where the Card has been blocked, no Instructions can be submitted via Citibank Online.
- 11.4. Citibank Online shall enable - after electronic identification has been conducted - contact with the Bank and the submission of Instructions specified and made available by the Bank in accordance with the Table of Functionalities and Authorizations. The Bank shall not be liable for the Instructions submitted via Citibank Online by unauthorized persons if such persons passed the identification process successfully.
- 11.5. Using Citibank Online shall require the use of the appropriate devices and software enabling the Account Holder to access the Bank's Website.
- 11.6. The Bank may make available to the Account Holder computer software, files and devices which the Bank considers necessary in order to use Citibank Online.
- 11.7. The operation and manner of use of Citibank Online is described in the relevant operating instructions available on the Bank's Website. The operating instructions referred to in the previous sentence define the detailed rules of electronic verification of the authorizations granted by the Bank to use Citibank Online and the rules applicable to access to the Account via Citibank Online.
- 11.8. Electronic identification in Citibank Online shall be based on the entry of the user name and password.
- 11.9. The Account Holder shall keep confidential and not disclose to third parties any information whose disclosure may render the mechanisms ensuring the security of the Transactions ordered via Citibank Online ineffective, including identification data. The Account Holder shall also ensure that the Representatives who have access to Citibank Online keep this information confidential and not disclose it.
- 11.10. If the obligation referred to in Section 11.9 is breached and third parties execute any Transactions using Citibank Online, the Account Holder shall be exclusively liable for such Transactions. The Bank shall not be liable for damages resulting from the information referred to in Section 11.9 and also personal data and Account history being used by unauthorized persons.
- 11.11. If unauthorized use of Citibank Online is detected or for security reasons, especially where circumstances occur which might put at risk the interests of the Account Holder or the Bank, the Bank shall have the right to introduce additional procedures securing the Transactions executed via Citibank Online or block access to Citibank Online for the period defined by the Bank.
- 11.12. For security reasons and due to any other causes beyond the Bank's control, the Bank shall have the right to temporarily suspend access to Citibank Online for the period necessary to remedy any existing risks or irregularities.
- 11.13. For security reasons, the Bank shall set a daily limit on the Transactions executed via Citibank Online. Daily Transaction limits shall depend on the Representative's profile assigned by the Account Holder in the Representative's Card. In justified cases, regardless of the Transaction limits defined in the Representative's Card, the Bank reserves the right to unilaterally reduce the daily Transaction limit. The Bank may also change the daily Transaction limit upon the Account Holder's request in justified cases. The Bank reserves the right to refuse to execute an authorized Transaction where the Account Holder has exceeded the Transaction limit.
- 11.14. For security reasons, the Bank reserves the right to terminate a session with the Account Holder after the inactivity period designated by the Bank, which is defined as the time elapsed from the last operation in Citibank Online executed by the Account Holder.
- 11.15. In the event of loss, theft, appropriation or unauthorized use of, or access to, a device (such as a computer, tablet, phone or another similar device) through which Citibank Online is used, if the circumstances justify a suspicion that a security breach has occurred in relation to a Payment Instrument, the Account Holder should promptly report that fact to the Bank so that the Payment Instrument may be blocked, by calling CitiPhone at (+48) 22 692 20 90 or by contacting a Bank Branch.
- 11.16. The Bank shall communicate up-to-date information about rules for using electronic banking and online payment services correctly and securely as well as warnings about major threats related to the use of online or mobile banking services via announcements in Citibank Online which shall be available after logging in, and also on the Bank's Website. The Bank may additionally inform the Account Holder about

material information being available in Citibank Online by sending a message to the Primary E-Mail Address.

- 11.17. The Account Holder shall use Citibank Online in accordance with applicable laws, including these Terms and Conditions. Any illegal use of Citibank Online may result in Agreement termination or access to Citibank Online being blocked. The provision of illegal content via Citibank Online is prohibited.
- 11.18. Information on changes in functionality within Citibank Online and on the dates such changes are to be introduced shall be available on the Bank's Website and via CitiPhone or shall be sent to the Account Holder on another electronic carrier.
- 11.19. The Bank shall not be liable for any inability to access Citibank Online due to causes beyond the Bank's control.
- 11.20. The Bank shall not be liable for damages arising from failure to deliver or from the untimely delivery of Authorization Codes in the form of text messages containing the information used for the authorization of Transactions executed via Citibank Online to the Primary Mobile Phone Number indicated by the Account Holder.
- 11.21. The Bank shall not be liable for damages arising from sending Authorization Codes in the form of text messages containing the information used for the authorization of Transactions executed via Citibank Online to the Primary Mobile Phone Number indicated by the Account Holder if the Account Holder fails to submit an Instruction requesting such messages to be discontinued.
- 11.22. The Bank shall not be liable for damages arising from third parties obtaining access to the mobile phone whose number has been indicated to the Bank by the Account Holder for the purpose of receiving Authorization Codes in the form of text messages containing the information used for the authentication of Transactions executed via Citibank Online.
- 11.23. The amount of fees charged for using Citibank Online is set forth in the TF&C.
- 11.24. Instructions submitted via Citibank Online shall be considered authorized if consent for their execution has been granted through:
 - a) logging into Citibank Online, submitting a complete Instruction in the required form, confirming the Instruction in accordance with the confirmation rules established in bank documentation, including without limitation by selecting the appropriate function key used to send the instruction to the Bank - if the Bank does not require authorization by entering the appropriate Authorization Code; or
 - b) logging into Citibank Online, submitting a complete Instruction in the required form, confirming the Instruction in accordance with the confirmation rules established in bank documentation, including without limitation by selecting the appropriate function key used to send the Transaction to the Bank and entering the appropriate Authorization Code - if the Bank requires authorization by way of entering the appropriate Authorization Code.
- 11.25. The Account Holder who uses a single service to operate his or her Account and Personal Account as described in Section 3.3 of these Terms and Conditions may submit Instructions concerning the Account via Citi Mobile only after logging into 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 pursuant to the Deposit Product Agreement for individual customers of the Bank.
- 11.26. The use of Citibank Online and Citi Mobile by the Customer shall require the use of appropriate hardware and software enabling the Customer to access Citibank Online and Citi Mobile, including:
 - a) access to a computer or another device with an operating system which supports popular web browsers, e.g. Internet Explorer, Google Chrome or Mozilla Firefox;
 - b) enabling cookies and JavaScript files;
 - c) enabling TSL 1.0 and 1.1 protocols;
 - d) having Adobe Acrobat Reader 9.0 or higher installed in order to handle PDF files;
 - e) having a transfer rate to/from external networks (for a single workstation) of at least 128 kbps (512 kbps is recommended);
 - f) having http (80) and https (443) ports open.
- 11.27. The Account Holder shall have in place adequate security measures, which are consistent with current market standards and ensure secure communication with the Bank via Citibank Online and Citi Mobile. Without limitation, the Account Holder should ensure that up-to-date anti-virus software and the latest version of the web browser are used.

CHAPTER 12. CITIPHONE

- 12.1. The Account Holder may obtain information and submit instructions concerning the Account on the phone via CitiPhone exclusively through a Representative. In order to use CitiPhone, the Representative shall use a phone with tone dialing and call the relevant number specified by the Bank.

- 12.2. Contact with the Bank via CitiPhone shall only be possible after the Bank performs the relevant verification. The Bank shall not be liable for the Instructions submitted via CitiPhone by unauthorized persons if such persons passed the verification process successfully.
- 12.3. Where the Card has been blocked, no Instructions can be submitted via CitiPhone.
- 12.4. Instructions submitted via CitiPhone shall be considered authorized if consent has been granted for their execution by providing the Debit Card number or Identification Card number and by confirming the CitiPhone PIN or exclusively by confirming the CitiPhone PIN where the Caller ID functionality is available.
- 12.5. The Representative shall set and change the CitiPhone PIN via CitiPhone.
- 12.6. The Account Holder shall keep confidential and not disclose to third parties any information whose disclosure may render the mechanisms ensuring the security of the Transactions ordered via CitiPhone ineffective, including Identification Codes, personal data and Account history. The Account Holder shall also ensure that the Representatives who have access to CitiPhone keep this information confidential and not disclose it.
- 12.7. If the obligation referred to in Section 12.6 is breached and third parties execute any Transactions using CitiPhone, the Account Holder shall be exclusively liable for such Transactions. The Bank shall not be liable for damages resulting from the information referred to in Section 12.6 being used by unauthorized persons.
- 12.8. The use of a CitiPhone PIN when using the CitiPhone service shall constitute for the Bank a confirmation of the Instructions submitted by the Account Holder via CitiPhone and, at the same time, the authorization for the Bank to execute them. The above authorization shall be binding on the Bank also where the Instruction submitted by phone was issued by an unauthorized person, if that person provided the correct CitiPhone number.
- 12.9. The Bank shall have the right to refuse to execute a phone Instruction if the Bank suspects that such an Instruction has been submitted by an unauthorized person. In such a case, the Bank shall have the right to contact the Account Holder or Representative in order to obtain an additional confirmation of the Instruction submitted.
- 12.10. The Bank shall have the right, having informed the other party to the conversation of this fact, to record all phone calls with the Bank's representatives. The Bank shall have the right to use such recordings as evidence. Should any disputes arise concerning the correctness of verbal verification via CitiPhone and the contents of the Instruction submitted, the recording of the call in question on electromagnetic media shall constitute decisive proof. The purpose of recording is to ensure security of funds in the Account.
- 12.11. Media containing recordings of telephone instructions and also written confirmations of these Instructions shall be archived pursuant to general provisions on the duration and method of archiving banking documents.
- 12.12. The Bank reserves the right to communicate with the Account Holder or with the Representative by phone without prior notification of such intention.
- 12.13. Transactions submitted by phone shall be confirmed by the Bank in the form of a Bank Statement or, at the request of the Account Holder, in the form of a separate confirmation for which a fee shall be charged in accordance with the TF&C.

CHAPTER 13. CITIALERTS SERVICE

- 13.1. The Account Holder may activate the CitiAlerts service or modify its settings at any time.
- 13.2. Depending on the type of the information contained, messages shall be sent in real time (CitiAlerts Premium) or daily (CitiAlerts Standard).
- 13.3. The messages generated daily (CitiAlerts Standard) shall be sent from Tuesday to Saturday (except for Business Days immediately following statutory holidays). Messages shall be sent not later than on the second Business Day after the Transaction resulting in message generation.
- 13.4. The Bank undertakes to start sending messages at the latest on the third Business Day after the day the Account Holder submits the Instruction to activate the CitiAlerts service.
- 13.5. Should the CitiAlerts Standard package be selected, messages shall be generated for the main Account only. Should the CitiAlerts Premium package be selected, the messages sent shall concern changes in all Accounts operated for the Account Holder.
- 13.6. The amount of fees charged for using the CitiAlerts service is set forth in the TF&C.
- 13.7. The Bank shall not be liable for damages resulting from failure to deliver or late delivery of text messages or e-mail messages through the fault of third parties for whom the Bank is not responsible.
- 13.8. The Bank shall not be liable for damages resulting from third parties obtaining access to the Primary Mobile Phone Number.

- 13.9. Injustified cases, including without limitation where there is a suspicion that the CitiAlerts service has been accessed by unauthorized persons, the Bank shall have the right to block access to the CitiAlerts service.

CHAPTER 14. CARD

- 14.1. After Account opening, the Bank shall issue at least one Debit Card or Identification Card. The Debit Card or Identification Card shall be issued pursuant to the Agreement and the Terms and Conditions. Depending on the Package selected, the Account Holder has an option of receiving additional Cards within the framework of the fee for the Package or as an additional product, for a fee consistent with the TF&C. The Account Holder may use the Card exclusively through a Representative.
- 14.2. The Bank shall provide information about the validity period of the Card by specifying it on the Card or providing this information on a durable medium.
- 14.3. Cards shall be issued for the validity period specified on the Card, and if none of the Parties submits a declaration that it does not wish to extend Agreement provisions concerning the Card at least 30 days before the expiry date of the Card, Agreement provisions concerning the Card shall be deemed extended for another period corresponding to the validity period originally specified on the Card. The Bank shall inform the Account Holder in writing, to the Address for Correspondence, about its intention not to extend the validity period of the Card. The validity period of the Card shall not be extended also in the case where sending a notification involves a risk of the Bank disclosing information covered by bank secrecy to a third party.
- 14.4. The Card may only be used by the Representative who is its user indicated by the Account Holder.
- 14.5. Cards should be used in accordance with the Terms and Conditions, the Agreement and generally applicable laws.
- 14.6. Cards shall be issued to the Account Holder or to Card users at a Bank Branch or sent to the Address for Correspondence for the purpose of being delivered to Card users.
- 14.7. Promptly upon receipt of the Card, the Representative shall sign it in a permanent manner and activate it. Card activation shall be possible via Citibank Online (except for Citi Mobile), via CitiPhone or at a Bank Branch. In the case of a Card sent by post, Card activation shall be tantamount to confirming that the letter containing the Card arrived in an intact condition.
- 14.8. The Bank shall be the owner of the Cards issued. The Account Holder undertakes to return the Cards at each request of the Bank. Each Representative may be the user of only one Debit Card or Identification Card.
- 14.9. Subject to Section 19.4, the Account Holder shall have the right to use the Card throughout its validity period specified on the Card, which shall expire on the last day of the month specified on the Card:
- at Bank Branches;
 - via CitiPhone, having entered his or her CitiPhone PIN;
 - in ATMs, having entered his or her Debit Card PIN;
 - by executing Cashless Transactions at points of sale or "Cash Back" Transactions, confirming Transaction execution by signature or by entering Debit Card PIN;
 - by executing Cashless Transactions online without the Debit Card being physically present, provided that the Account Holder has been issued a Debit Card with such a functionality;
 - by making Contactless Transactions with Merchants marked with the MasterCard PayPass symbol.
- 14.10. Transactions executed in an ATM, Cashless Transactions, including Contactless Transactions executed at points of sale marked with the card symbol and "Cash Back" Transactions executed using the Debit Card shall be posted to the main Account unless the Account Holder indicates otherwise. Depending on the Package held, reassigning the Debit Card to a subsidiary Account of the Account Holder may involve debiting the Account with a fee in accordance with the TF&C.
- 14.11. Identification Codes shall be kept strictly secret. The Account Holder shall be liable for their disclosure and its consequences.
- 14.12. The Representative shall assign and change the Card PIN using the Bank's ATMs and other selected ATMs which offer this functionality, via CitiPhone or at Bank Branches. The Representative may also change the Card PIN via Citibank Online (except for Citi Mobile).
- 14.13. Cash withdrawals from ATMs in Poland or abroad using the Debit Card shall be subject to limitations pursuant to applicable laws. Funds from the Account may be withdrawn in ATMs using the Debit Card up to the balance available in the current Account appropriate for the Debit Card in question, taking into account Transaction limits and possible fees and charges.
- 14.14. The Representative may receive a printout from the ATM confirming his or her submission of each Instruction executed using ATMs. Such confirmation shall be sufficient evidence of Transaction execution.

- 14.15. The confirmation (authorization) of Cashless Transactions using the Debit Card at points of sale shall consist in a signature or entering the Debit Card PIN, except that in the case of cash withdrawals within the framework of "Cash Back" Transactions, the confirmation (authorization) of cash withdrawal shall consist exclusively in entering the Debit Card PIN.
In the case of a Contactless Transaction:
- a) above the amount limit, the Transaction shall be considered authorized by entering the Debit Card PIN or by signing;
 - b) up to the amount limit, the Transaction shall be considered authorized upon transfer of the Debit Card data recorded in the Contactless Module which are required for Transaction processing, by bringing the Debit Card close to the device which makes it possible to read the data recorded in the Contactless Module. Cash Transactions shall be authorized by entering the Debit Card PIN.
- The limits on Contactless Transactions which do not require a PIN to be entered or the Customer's signature outside Poland are set by Payment Organizations and may differ from those stipulated in the Table of Transaction Limits. The transaction limits referred to in the preceding sentence are set forth on the websites of Payment Organizations for the country in question.
For transactions executed remotely without the Debit Card being physically present (by phone, in writing or online), the transaction shall be authorized through the provision of the details of the Debit Card or its user, depending on the Recipient's requirements, including name and surname, the Identification Code, the number and expiry date of the Debit Card or the CVC2 code displayed on the Debit Card's reverse. The Bank shall make available to Customers means of securing transactions executed online without the Debit Card being physically present in the form of 3D Secure. The Recipient of a transaction executed online without the Debit Card being physically present may require that it be additionally confirmed with a 3D Secure Password.
- 14.16. Amounts of Transactions executed in foreign currencies shall be translated into the settlement currency at the foreign exchange rate of the institution settling the Transaction, and subsequently posted to the Account appropriate for the Debit Card. Where the currency of the Account appropriate for the Debit Card and the settlement currency are not the same, Transaction amounts shall be settled as follows:
- a) in the case of cash withdrawals from ATMs marked with the Citi or Citibank logo, Transactions shall be translated from the settlement currency - the U.S. dollar (USD) to the currency of the Account appropriate for the Card at the foreign exchange rate in force at the Bank at the time of Transaction execution, and if the Transaction currency and the currency of the Account appropriate for the Card are the same, the Transaction shall be posted without currency translation;
 - b) in the case of other Transactions, Transactions shall be translated from the settlement currency - the U.S. dollar (USD) or pound sterling (GBP) for Transactions executed in these currencies or, in the remaining cases, from the settlement currency - the euro (EUR) - to the currency of the Account appropriate for the Card at the foreign exchange rate specified in the most recent Table of Foreign Exchange Rates in force at the Bank on the day the Transaction is posted. The aforementioned exchange rates shall be available on the Bank's Website, via CitiPhone or at Bank Branches.
- 14.17. The Transactions executed using the Debit Card shall be posted in the Account appropriate for the Debit Card. Domestic or foreign Cash Transactions, Cashless Transactions and "Cash Back" Transactions executed using the Card may be posted to the Account maintained in zlotys (PLN), euros (EUR), U.S. dollars (USD) or pounds sterling (GBP) if it is the Account appropriate for the Card at the moment the Transaction is executed, or to the Account maintained in zlotys (PLN) in any other case.
In the case of Transactions executed using the Debit Card, the moment of receipt of the order shall be deemed to be the day when the Bank receives from the Settlement Institution information (the settlement file) concerning the Transaction.
- 14.18. The Debit Card Holder shall be liable for Transactions executed remotely, without the Debit Card being physically present, if they have been confirmed with the correct Card PIN or CitiPhone PIN.
- 14.19. In the case of Card destruction, loss or theft or disclosure of Card details to an unauthorized person, the Card user shall promptly cancel the Card.
- 14.20. The Bank shall confirm the receipt of a Card cancellation request in written form if the request is made at a Bank Branch or verbally if the request is made via CitiPhone.
- 14.21. The Bank may cancel (block) the Card where:
- a) the Bank suspects unauthorized use of the Card or intentional execution of unauthorized Transactions;
 - b) for other valid reasons associated with the Card's security;
 - c) if the obligation to cancel the Card arises from generally applicable laws.
- The Bank shall notify the Account Holder of Card cancellation via CitiPhone or by sending a relevant message to the Primary Mobile Phone Number or to the Primary E-Mail Address after canceling

the Card. This shall not apply to cases where the provision of information about Card cancellation would be undesirable for security reasons or prohibited under generally applicable laws.

- 14.22. Card cancellation shall not be tantamount to Agreement termination.
- 14.23. Where a Card is canceled, it shall be impossible to dispose of the funds in the Account using the Card, which includes executing Cash and Cashless Transactions as well as ordering authorized Transactions via Citibank Online.
- 14.24. For security reasons, Card number and expiry date should not be disclosed to third parties for purposes other than executing Transactions.
- 14.25. The Account Holder shall be fully liable for the Transactions executed using the Card by an unauthorized person until the time when the Card is effectively canceled, except for the situations referred to in the Terms and Conditions, the Agreement or the Act.
- 14.26. The Account Holder shall be fully responsible for the Transactions confirmed by correctly entered Identification Codes, with the exceptions referred to in the Terms and Conditions, the Agreement or the Act.
- 14.27. If the Account Holder challenges a Transaction executed using the Identification Code, the Bank may cancel the Debit Card and refrain from reissuing it until the matter is clarified.
- 14.28. In the case of Card loss, theft, renewal or replacement, the Bank may send the newly issued Card to the Account Holder to the Address for Correspondence.
- 14.29. Subject to Section 14.30, the Bank shall be liable for damages related to the use of the Card or Identification Codes by an unauthorized person exclusively in cases where:
 - a) the unauthorized Transaction was executed after the Card had been canceled in accordance with the provisions of Section 14.19;
 - b) the unauthorized party gained access to the Card or to Identification Codes as a result of a deliberate act or omission or gross negligence of the persons for whose acts or omissions the Bank is liable, including without limitation the Bank's employees.
- 14.30. The Bank shall not be liable for unauthorized Transactions where:
 - a) the Card was stored without exercising due care;
 - b) the Card was stored together with the Identification Codes;
 - c) the Identification Codes were not properly protected;
 - d) Card loss or destruction was not promptly notified to the Bank;
 - e) the Card, its number, expiration date or Identification Codes became available to unauthorized persons;
 - f) the Card was used not as intended;
 - g) the Account Holder deliberately caused an unauthorized Transaction to be executed.
- 14.31. The Bank shall not be liable for a refusal to execute Transactions using ATMs or to execute Cashless Transactions at points of sale or "Cash Back" Transactions using an unsigned Debit Card, if Transaction execution is confirmed by a signature inconsistent with that on the Debit Card or if an incorrect Card PIN is entered.
- 14.32. The Account Holder shall be fully liable to the Bank for any and all consequences of the Card being used by third parties, with the exceptions referred to in the Terms and Conditions, the Agreement or generally applicable laws, including those referred to in the Act.
- 14.33. If the Card is used in breach of the Terms and Conditions, the Agreement and applicable laws, the Account Holder shall notify the Bank forthwith, requesting Card cancellation.
- 14.34. The Parties allow for the possibility of the Account Holder opting out of the Debit Card or Identification Card without terminating the Agreement, but the Account Holder opting out of all Cards held shall be tantamount to Agreement termination. In such a case, the provisions of Section 19 of these Terms and Conditions shall apply mutatis mutandis.

CHAPTER 15. DEPOSITING IDLE CASH

- 15.1. Idle cash may be deposited in a Time Deposit Facility or in the Interest-Bearing Corporate Account in PLN
- 15.2. A Time Deposit Facility shall be opened on the basis of an Instruction, which shall specify the currency, amount and type of the Time Deposit Facility as well as indicating the Contractual Term and renewal options.
- 15.3. A Time Deposit Facility shall be opened as a fixed-rate deposit facility.
- 15.4. The Table of Interest Rates defines Contractual Terms, minimum amounts of Time Deposit Facilities, the currencies available and the interest rates applicable.
- 15.5. The Time Deposit Facility shall be opened pursuant to the Agreement and the Terms and Conditions after funds have been transferred from the Account specified upon the submission of the Instruction to open the Time Deposit Facility. After the Time Deposit Facility has expired or has been terminated early, the funds together with interest shall be transferred to the same Account which was used to create the Time Deposit Facility. If the Time Deposit Facility expires, the funds shall become available on the maturity date of the Time Deposit Facility. If the Time Deposit Facility is terminated early, the funds shall be made

- available on the day the Instruction for early termination of the Time Deposit Facility is received and at the latest on the next Business Day after such an Instruction is received.
- 15.6. If an Instruction for a Time Deposit Facility to be opened is submitted on a day other than a Business Day, the Time Deposit Facility shall be opened on the next Business Day.
 - 15.7. If the maturity date of the Time Deposit Facility falls on a day other than a Business Day, the Time Deposit Facility shall mature on the next Business Day.
 - 15.8. For all Time Deposit Facilities, the Contractual Term shall be counted on the basis of the actual number of calendar days.
 - 15.9. In the case of Time Deposit Facilities, interest shall accrue at 1/365 (for PLN and GBP) and 1/360 (for EUR and USD) of the annual interest rate per day from the date the Time Deposit Facility was opened or renewed until the penultimate day of the Contractual Term, and shall be added, in accordance with the Account Holder's instruction, to the balance of the Time Deposit Facility or to the Current Account on the maturity date of the Time Deposit Facility, unless the Time Deposit Facility has been opened on different terms.
 - 15.10. Interest on Time Deposit Facilities shall be set, in accordance with the Instruction, at a fixed interest rate in force at the Bank on the first day of the Contractual Term. The fixed interest rate shall not change during the contractual term of the Time Deposit Facility.
 - 15.11. The Bank shall open the Interest-Bearing Corporate Account in PLN pursuant to the Agreement and the Terms and Conditions, in accordance with the Instruction submitted by the Account Holder.
 - 15.12. The Interest-Bearing Corporate Account in PLN is an interest-bearing demand Account, which is intended for storing funds and for conducting monetary settlements.
 - 15.13. Unless the Agreement provides otherwise, the funds accumulated in the Interest-Bearing Corporate Account in PLN shall bear interest at a variable annual rate determined by the Bank.
 - 15.14. A change in the interest rate in the Interest-Bearing Corporate Account in PLN shall not constitute an amendment to the Agreement and shall not require termination thereof. A change in the interest rate shall come into force as of the date specified by the Bank. Information on the interest rate in effect at any given time shall be notified to the public at Bank Branches and shall also be available via CitiPhone and on the Bank's Website.
 - 15.15. Interest on the funds held in the Interest-Bearing Corporate Account in PLN shall accrue in the currency in which the Account is maintained, starting from the date the deposit is made into the Account up to and including the day preceding the date the funds are withdrawn.
 - 15.16. Unless stated otherwise in the Agreement, interest on the funds held in the Interest-Bearing Corporate Account in PLN shall be paid for monthly settlement periods or, if the Agreement is terminated, on the day preceding the date of its termination. The interest accrued within a given settlement period shall be added to the balance of the Interest-Bearing Corporate Account in PLN on the first day of the next settlement period or on the termination Agreement date, as appropriate.
 - 15.17. Interest on the Interest-Bearing Corporate Account shall accrue for the actual number of days, at 1/365 of the annual interest rate per day from the date the deposit was made if it was a Business Day (if the date the deposit is made is not a Business Day, then from the next Business Day), to the day preceding the withdrawal of the funds, and shall be added to the Account in accordance with Section 15.16.
 - 15.18. The Bank shall collect the fees and charges set forth in the TF&C applicable to the relevant Package for the services provided in relation to maintaining the Interest-Bearing Corporate Account in PLN.
 - 15.19. The variable interest rate on the Interest-Bearing Corporate Account in PLN may be changed by the Bank if one of the premises listed in Section 5.2 occurs.
 - 15.20. Time Deposit Facilities and Interest-Bearing Corporate Accounts in PLN shall not be used by the Account Holder to deposit idle cash not related to the conduct of business activity.
 - 15.21. Information on Time Deposit Facilities in Citibank Online shall be visible to all Representatives, regardless of whether they have access to the Account used to create the Time Deposit Facility or not.

CHAPTER 16. SCOPE OF BANK'S LIABILITY

- 16.1. The Bank shall be liable for actual damage (except for lost opportunities) arising from a failure to perform or inadequate performance of its obligations, unless such failure to perform or inadequate performance is the result of circumstances for which the Bank is not responsible. The Bank shall not be liable for any losses arising from:
 - a) a failure to fulfil its obligations caused by a force majeure event. A force majeure event shall mean any event occurring for reasons beyond the Bank's control and shall include, inter alia, actions by the public authorities, strikes, natural disasters, riots, acts of war and acts of terrorism;

- b) events under the Account Holder's influence or control, including those that are the consequence of the Account Holder's failure to perform or inadequate performance of the provisions of these Terms and Conditions or the Agreement, or another agreement to which the Terms and Conditions apply;
- c) executing a forged instruction, unless the Bank was in breach of the procedures in force at the Bank when executing such an instruction;
- d) the Bank not executing instructions that are illegible, damaged, incomplete or otherwise defective;
- e) the Account Holder being provided with erroneous information, unless the errors were caused by the Bank's willful misconduct;
- f) executing the instructions submitted by the Account Holder via Citibank Online, CitiPhone, or at Bank Branches;
- g) the use of Citibank Online by the Account Holder, unless caused by the Bank's willful misconduct.

In particular, the Bank shall not be liable for damages sustained by the Account Holder if:

- the Citibank Online service cannot be used because of a failure of the telecommunications equipment provided to the Account Holder or to the Bank by third parties, or if the information received by the Account Holder or the Bank is inaccurate, incomplete or delayed as the result of such damage or failure;
- the damage was caused by interruptions in communications, damage or delays related to banking and financial services via Citibank Online that are the result of circumstances for which the Bank is not responsible;
- the damage is the result of third party access to Citibank Online or of an offence;
- the damage is the result of the Account Holder disclosing the Identification Codes to third parties or failing to duly protect the Identification Codes;

h) an interruption in the provision of services caused by a failure of the Bank's IT systems.

16.2. The Bank shall not be liable to the Account Holder for a reduction in the value of the funds in the Account Holder's Account or for the Account Holder's inability to access such funds in connection with restrictions on currency conversion or on the possibility of transferring such funds as a consequence of a decision by Polish authorities, seizure or compulsory transfer of funds, or for any similar events beyond the Bank's control.

16.3. Time Deposit Facilities and other liabilities of the Bank in any currency shall be payable exclusively at the Bank in the territory of the Republic of Poland and shall be governed by the laws and regulations of the Republic of Poland, including but not limited to the Act - Banking Law and the Act - Foreign Exchange Law.

16.4. Subject to Sections 16.1. b) and d)-h), in the event of the Bank's culpable failure to execute the Account Holder's Instruction on time, the Bank shall pay to the Account Holder a contractual penalty representing the equivalent of statutory interest calculated on the amount to which the Instruction related for each day by which the time limit is exceeded, but in total no more than 5% of the entire amount to which the Instruction related that was not executed on time. The Account Holder shall not have the right to demand indemnification exceeding the contractual penalty.

16.5. If the Account Holder has not supplied any directives, the Bank may choose, at its discretion, a correspondent that is a third party or agent and use the services of the correspondent or agent to the extent necessary for the Bank to fulfill its obligations in respect of maintenance of the Account.

16.6. Pursuant to the Act on the Bank Guarantee Fund ("Act on BGF"), the Bank is an entity covered by the mandatory scheme for guaranteeing funds deposited in bank accounts as well as amounts due to depositors under securities issued by banks, as confirmed by registered documents or registered certificates of deposit, provided that they were issued before 2 July 2014. The purpose of the mandatory fund guarantee scheme is ensuring that guaranteed amounts are paid out to depositors up to the amount set forth in the Act on BGF if the condition of the guarantee is satisfied. Pursuant to the Act on BGF, the guarantee covers the depositor's claim corresponding to the amount guaranteed increased by the interest accrued until the date on which the condition of the guarantee is satisfied, calculated in accordance with the interest rate set forth in the bank account agreement, irrespective of their due date. The depositor shall be vested with the right to a cash benefit from the Bank Guarantee Fund as of the date on which the condition of the guarantee is satisfied.

Within the meaning of the Act on BGF, depositors include natural persons, legal persons, unincorporated organizational units with legal capacity granted under a separate statute, school savings associations as well as employee aid and loan associations. Additionally, if an escrow account is maintained by the Bank, depositors shall include all escrow depositors to the extent of their share in the amount accumulated in the account as well as the escrow agent with respect to the remaining amount. If an investment firm's account is maintained by the Bank, depositors shall include all customers of that investment firm to the extent of their share in the amount deposited in the account.

The BGF guarantee shall not cover receivables of: the State Treasury, the National Bank of Poland, banks, foreign banks, the credit institutions referred to in the Banking Law, the National Association of Cooperative Savings and Credit Unions as well as individual cooperative savings and credit unions, financial institutions, investment firms and recognized third-country investment firms in accordance with Article 4 of Regulation (EU) No 575/2013 of 26 June 2013 on prudential requirements for credit institutions and investment firms, individuals and entities which have not been identified by the Bank, domestic and foreign insurance and reinsurance companies, investment funds, investment fund management companies, foreign funds, management companies and branches of investment fund management companies, open-end pension funds, employee pension funds, pension societies and employee pension societies, local government entities and public authorities in a Member State other than the Republic of Poland and a third country, including without limitation central and regional governments and local government entities in those countries.

The scope of the guarantee shall not include any payments made on account of shares, registration fees or cooperative membership contributions and the depositor's funds if maintained in a bank account where no activity was recorded during the two years preceding the date on which the condition of the guarantee is satisfied other than interest being accrued or fees or charges being collected and their aggregate amount is lower than the PLN equivalent of EUR 2.5 - where these are the depositor's only funds covered by the guarantee, and electronic money or cash obtained in return for electronic money. Additionally, the guarantee shall not cover any deposits (amounts due from the Bank) arising from banking transactions executed with Bank Handlowy which have not been confirmed by a registered document issued by the Bank (e.g. amounts due arising from bearer securities issued by the Bank), operations other than banking transactions as well as amounts due from an entity which is not covered by the guarantee scheme where the Bank only acts as an intermediary in the conclusion of an agreement with such an entity.

Should the condition of the guarantee be satisfied, the Bank Guarantee Fund shall pay the guaranteed funds up to the statutorily defined amounts. Currently, deposit amounts not exceeding the PLN equivalent of EUR 100,000 are guaranteed in their entirety, save for the cases provided for in the Act on BGF. Details of the guaranteed amounts and the scope of the guarantee are stipulated in the Act on BGF. Irrespective of the currency in which the deposit is denominated, guaranteed funds shall be paid out in PLN after translation at the average NBP exchange rate as at the date on which the condition of the guarantee is satisfied.

The portion of the deposits which is not covered by the BGF guarantee (in excess of EUR 100,000 or its equivalent in other currencies) shall constitute the depositor's claim on the Bank's estate in bankruptcy and may be recovered as a result of distribution of the Bank's assets during bankruptcy proceedings. If the bankrupt Bank is acquired by a different bank, the new owner shall assume the Bank's liabilities to Account Holders.

If the Act on BGF is amended in such a way that the amount of deposits covered by the BGF guarantee changes, the Bank shall notify the Account Holder accordingly in a separate letter which shall not require the Account Holder's acceptance.

16.7. As a public company, the Bank is obliged to publish its quarterly financial statements which are disclosed to the public through the Polish Financial Supervision Authority (KNF) and are also made available on the Bank's Website.

16.8. All directives of the Account Holder delivered to the Bank, concerning a change:

- to Agreement terms and conditions;
- in the use of additional services;
- of the scope of access of the Account Holder and of the Representatives to the Account or containing information on changes of:
 - Authorized Representatives and Representatives;
 - the method of representation of the Account Holder, including a change arising from a change of its legal form;
 - the persons authorized to grant further authorizations;
 - contact details of the Account Holder and/or the Representatives;

shall be effective vis-à-vis the Bank as of:

- a) the Bank verifying the documents submitted and finding them to be correct and accurate; or
- b) the Bank verifying the correctness of the Instructions submitted via Citibank Online and via CitiPhone and the authorizations to submit the related directives.

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

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

- via Citibank Online;
- at Bank Branches and via CitiPhone.

The Bank shall not be liable for correct performance of the Account Holder's directives if the Bank was not informed by the authorized Account Holder of the above changes.

The Bank reserves the right to specify the method in which the above directives of the Account Holder are to be delivered.

- 16.9. The Bank reserves the right to partially limit access to the Account where technical difficulties emerge.

CHAPTER 17. BANK SECURITY, CONFIDENTIALITY, PROTECTION OF PERSONAL DATA

- 17.1. The Bank may disclose to Citigroup entities information relating to the Account Holder to the extent necessary for Citigroup to carry out its reporting duties, inter alia in connection with Transactions involving loans that have been granted or may be granted by the Bank to the Account Holder.
- 17.2. The Bank may process the personal data of the Account Holder who is a natural person, Authorized Representatives and Representatives in foreign data centers owned by Citigroup of which the Bank is a member, for the purpose of execution of the services and Transactions ordered by the Account Holder which are executed using Citigroup's IT systems. The Bank shall assure full protection of the data processed at those data centers and strict observance of bank secrecy. The Account Holder's representation shall constitute an authorization to transfer to the aforementioned entities the information covered by bank secrecy.
- 17.3. The Representative and the Authorized Representative shall have the right to access their data and to independently change, on the basis of a document which confirms the relevant change, the following details: surname, identity document series and number and address of residence or registered residence used exclusively for the identification of the person in question. The Bank shall not be required to inform the Account Holder of such a change.
- 17.4. The Account Holder shall keep confidential all technical, technological, commercial or organizational information not in the public domain that the Account Holder obtains during co-operation with the Bank and that could constitute the Bank's business secrets, including without limitation information which the Bank designates as the Bank's business secrets. The Bank shall consider any breach of this provision a material breach of Agreement provisions by the Account Holder.
- 17.5. The Bank informs that in connection with the execution of international money transfers through the Society for Worldwide Interbank Financial Telecommunication (SWIFT), United States government administration may have access to personal data. U.S. authorities have undertaken to use the personal data obtained from SWIFT exclusively for the purpose of combating terrorism, while respecting the guarantees provided for by the European personal data protection system set forth in Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation).

CHAPTER 18. OFFSETTING, RIGHTS TO BE EXERCISED IN THE CASE OF DEFAULT

- 18.1. To the extent permitted by the law, the Bank may set off its claims vis-à-vis the Account Holder against the Account Holder's claims vis-à-vis the Bank. Receivables offsetting by the Bank shall apply to all current and future liabilities of the Account Holder vis-à-vis the Bank.
- 18.2. All positive balances in the Account may be used by the Bank to cover the Account Holder's liabilities to the Bank. The Bank is authorized to collect from each Account of the Holder, without giving advance notice, funds in amounts corresponding to the Account Holder's liabilities to the Bank on the dates they become due and to apply the amounts collected towards the repayment of these liabilities.
- 18.3. If a transfer which involves currency translation and the foreign exchange rate are agreed between the Account Holder and the Bank but it is not executed through the Account Holder's fault, without limitation due to insufficient 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 the costs arising from the change in the foreign exchange rate.

CHAPTER 19. TERMINATION

- 19.1. At any time, the Account Holder may terminate the Agreement by 30 days' notice by submitting to the Bank a written notice of termination of the Agreement or by sending to the Bank's address a notice of termination signed in accordance with rules of representation and the specimen signature submitted to the Bank.
- 19.2. In the case of an Account operated by the Bank for partners of a partnership in connection with their business activity, the Agreement may be terminated by each of the partners (joint holders) at any time, by 30 days' notice, which shall be effective vis-à-vis the remaining partners (joint holders).

- 19.3. The Bank may terminate the Agreement for important reasons by 30 days' notice. The following shall be considered important reasons, without limitation:
- a) improper performance or failure to perform the Account Holder's obligations to the Bank by the Account Holder, including the Account Holder's failure to deliver the documents or information which the Account Holder is required to deliver at the Bank's request, or the Account Holder's failure to make any payment to the Bank when due;
 - b) a situation where the Bank is unable to implement customer due diligence arising from laws on counteracting money laundering and terrorism financing;
 - c) a situation where the Bank is unable to fully identify the nature and purpose of the money transfers made through the Bank;
 - d) a situation where the Account Holder refuses or fails to provide additional clarifications as to the Account Holder's ownership structure and dependencies;
 - e) the Account Holder being entered into the "Public Warnings" list available on the Polish Financial Supervision Authority's website;
 - f) situations where in three consecutive months the absolute values of average monthly balances in the Account (together with the balances in subsidiary Accounts and Time Deposit Facilities) do not exceed the minimum balance amount defined in the TF&C;
 - g) the situation referred to in Article 60 of the Banking Law;
 - h) changes to the Bank's IT systems, if such changes have an effect on service provision or a product offered by the Bank;
 - i) the Bank making a decision to discontinue a given product or service;
 - j) use of the Account for purposes of financial activities other than those listed in the register applicable to the Account Holder;
 - k) use of the Account for purposes of:
 - the purchase, mediation or issuance of checks and stored-value cards, the issuance, sale and/or redemption of traveler's checks, money transfer/remittance services, transfers on behalf of the Account Holder's clients, currency exchange (e.g. traditional and online currency exchanges, etc.);
 - l) a suspicion that the Account is being used for illegal purposes, including for purposes related to tax fraud;
 - l) situations where the Account Holder has suspended or discontinued its business activity, the Account Holder was liquidated or deleted from the relevant register, or the Account Holder was deleted ex officio from the register of VAT payers.
- 19.4. During the notice period, the Bank reserves the right to restrict access to the Account by preventing the use of Debit Cards in ATMs and for executing Cashless Transactions at points of sale, also including "Cash Back" Transactions.
- 19.5. If the Agreement is terminated by the Bank, the notice period shall commence from the date of delivery of the notice by the Bank to the Address for Correspondence. If the Bank Account Agreement is terminated by the Account Holder, the notice period shall commence from the date of delivery of the notice by the Account Holder to the Bank.
- 19.6. Agreement expiry or termination shall result in making all claims of the Bank on the Account Holder under the Agreement immediately payable, in early termination of Time Deposit Facilities and in the closure of all Accounts unless applicable laws make the closure of the Account in question dependent on the occurrence of further events.
- 19.7. If the Agreement is terminated or expires, the Account Holder shall return all Cards to the Bank.
- 19.8. Before the notice period expires, the Account Holder shall deliver to the Bank, in the form stipulated by the Bank, directives concerning the method of returning the funds accumulated in the Account; without limitation, the Account Holder shall specify the number of the bank account to which the funds accumulated in the account are to be transferred by the Bank. Subject to Section 19.12, in the case of insufficient directives or their absence, after the notice period the Bank shall close the Account and any funds remaining therein shall be transferred to internal, non-interest-bearing suspense accounts.
- 19.9. Upon the expiry of the notice period, all outstanding amounts payable between the Account Holder and the Bank shall be promptly settled. These Terms and Conditions shall be binding on the Account Holder until such amounts have been settled in full.
- 19.10. During the notice period, fees and charges shall be collected in accordance with the TF&C. Account closure shall not involve any fees to the Bank. The Bank shall not collect a fee for the transfer of the Account Holder's funds which were posted to the Bank's internal non-interest-bearing suspense account referred to in Section 19.8.

- 19.11. At any time during the 30-day notice period, if the notice was given by the Account Holder, the Account Holder shall have the right to revoke his or her declaration of intent to terminate the Agreement in the same form as the termination notice was given.
- 19.12. In the event of Agreement expiration or termination, including where a notice of termination was given, which necessitates the closing of the main Account in a situation where the balance of any VAT Account maintained by the Bank for the Account Holder in question is positive at the date of Agreement expiration or termination, the following rules shall apply: The condition for closure of the main Account shall be the closure of the VAT Account maintained for it and the closure of any other VAT Accounts maintained for the Account Holder in question. The VAT Account shall be closed when its balance ceases to be positive or in cases stipulated in applicable laws. The Account Holder shall submit to the Bank the decision of the head of the tax office consenting to the transfer of all funds accumulated in each of the VAT Accounts to the main Account, which shall allow the closure of all VAT Accounts. After funds from the last VAT Account have been transferred to the main Account, the Bank shall transfer funds in accordance with the provisions of Section 19.8. Until all Accounts have been closed, the Bank reserves the right to: (i) permanently block all or some Accounts in whole or in part (including only blocking Account crediting operations); (ii) limit the authorizations and functionalities available to the Account Holder (including the blocking of Payment Instruments or channels for accessing Accounts). Until all Accounts have been closed, the Bank shall charge fees and charges related to Account maintenance on the basis of the TF&C, even if the Accounts have been blocked or their functionality has been limited.

CHAPTER 20. COMPLAINTS

- 20.1. The Account Holder may file complaints related to the Agreement, including complaints concerning the operation of CitiPhone, Citibank Online and Transactions executed using Debit Cards, at any time in writing, in person at a Bank Branch, via CitiPhone, by e-mail, using a complaint form available on the Bank's Website or via Citibank Online.
- 20.2. Complaints concerning discrepancies in the balance of funds in the Account should be submitted within the time limit defined in Section 7.13 of these Terms and Conditions.
- 20.3. The decision concerning the complaint shall be communicated to the Customer without undue delay, however no later than within 30 days of the date of receipt of the 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. In particularly complex cases which prevent the processing of, and responding to, the complaint within the time limits referred to above, the Bank shall provide the following information to the Customer:
- a) a clarification 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 complaint and providing a response to the complaint which shall not be later than 60 days from the receipt of a 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.
- The above time limits shall be deemed to have been observed if the Bank's response to the complaint is sent before their expiration, and in the case of a response in hard copy - posted at postal premises of the designated service provider within the meaning of Article 3(13) of the Act of 23 November 2012 - Postal Law.
- 20.4. At the Account Holder's request, the Bank shall confirm the receipt of a complaint in writing or in another manner agreed with the Account Holder.
- 20.5. The Bank hereby informs the Account Holder that the Bank's business is supervised by the Polish Financial Supervision Authority.
- 20.6. The Bank may respond to a lodged complaint:
- a) in hard copy to the Address for Correspondence;
 - b) using any other durable medium; or
 - c) at the Account Holder's request, by e-mail to the Primary E-Mail Address.
- 20.7. In the case of a complaint concerning a payment service, if appropriate for the purposes of complaint processing, the Bank shall request the Account Holder to provide the necessary clarifications and documents to substantiate the complaint.
- 20.8. Subject to Section 20.9, if the subject of the complaint is an unauthorized Transaction, the Bank shall promptly, but no later than by the end of the business day following the date of receipt of the complaint, restore the Account debited to the condition that would have existed if no unauthorized Transaction had taken place.

- 20.9. The Bank's obligation referred to in Section 20.8 shall not arise where:
- a) the complaint is submitted later than 13 months from the date on which the Account was debited;
 - b) the Bank has reasonable and properly documented grounds to suspect that fraud has occurred, and notifies law enforcement authorities in writing of this fact.
- 20.10. After the complaint procedure has been exhausted, the Account Holder who is a natural person may request the Financial Ombudsman to institute out-of-court proceedings to resolve the dispute between the Account Holder and the Bank. Detailed information on the rules governing the institution and conduct of such proceedings can be found on the Financial Ombudsman's website: rf.gov.pl.
- 20.11. Detailed information on complaint filing and processing procedures are available on the Bank's Website.

CHAPTER 21. FINAL PROVISIONS

- 21.1. The Account Holder shall forthwith provide to the Bank, via a Branch, CitiPhone or Citibank Online within the scope allowed for these services, all information and deliver to the Bank copies of all documents that the Account Holder submits to the registry court in order to have them recorded in the appropriate register or disclose them in the registry files, and also all documents transferred to the Register of Business Activities and to authorities who maintain registers of self-employed professionals.
- 21.2. The Account Holder shall notify the Bank forthwith of each change of the persons authorized to dispose of the funds in the Account and of each change of the Account Holder's addresses and of other details provided to the Bank in connection with the Agreement. The information obligation referred to in the previous sentence shall not apply to a change of details, if such an obligation was met by the Representative or the Authorized Representative to the extent and following the procedure described in Section 17.3 of these Terms and Conditions.
- 21.3. The Account Holder shall communicate the provisions of these Terms and Conditions and of the Agreement to the Representative and shall be fully liable for the Representative's compliance with these provisions.
- 21.4. The Bank reserves the right to refuse to use a post box address as an Address for Correspondence.
- 21.5. In the case of death of the Account Holder who is a sole proprietor, the Agreement shall expire and the Bank shall close the Account unless generally applicable laws require the further maintenance of the Account and indicate the person who is authorized to exercise the rights and perform the obligations of the Account Holder. If the Account continues to be maintained despite the death of the Account Holder, the Bank shall promptly block the Account (including blocking or closing Payment Instruments and channels for accessing the Account) upon learning of the Account Holder's death until a person authorized to exercise the rights and perform the obligations of the Account Holder contacts the Bank and demonstrates his or her authorization to act in that capacity. The Bank shall have the right to terminate the Agreement with immediate effect if the person authorized to exercise the rights and perform the obligations of the deceased Account Holder fails to contact the Bank or fails to demonstrate his or her authorization within three months from the date on which the Bank learns of the Account Holder's death; the termination notice shall be sent by the last Address for Correspondence of the Account Holder known to the Bank. In the event that there are more persons who - jointly or independently - are authorized to exercise the rights and perform the obligations of the Account Holder, these persons shall select from among themselves a single person who shall exercise all rights and perform all obligations of the Account Holder. Notwithstanding the foregoing, in the case of death of the Account Holder who is a sole proprietor, all powers of attorney and authorizations for Representatives to perform any legal or factual acts related to the Account shall cease to be in effect.
- 21.6. If the Account Holder is a group of natural persons conducting business in the form of a partnership, any partners' deaths as a result of which only one partner survives shall not result in Agreement termination. The Agreement shall be transformed into an Agreement on a bank account maintained by the Bank for the benefit of the surviving partner, provided that the latter continues to engage in business activity; this shall not occur and the Agreement shall remain binding if generally applicable laws mandate the further existence of the partnership and indicate the person who is authorized to exercise the rights and perform the obligations of the Account Holder within this partnership.
- 21.7. For the purposes of the Bank conducting a periodic assessment of the Account Holder, in the case where the Account Holder uses loan products or services and the detailed agreements entered into between the Account Holder and the Bank do not provide otherwise, the Account Holder shall be required to deliver to the Bank the following documents drawn up in the form provided for in applicable laws:
- a) periodic reports on revenue, costs and financial result - not later than 20 days after the end of each reporting period applicable to the Account Holder;
 - b) annual financial statements (balance sheets and income statements) not later than 14 days after the due dates of their filing with the competent authorities, arising from applicable laws, including consolidated and audited financial statements;

- c) up-to-date certificates that the tax liabilities due to the Tax Office have been paid and certificates that the liabilities due to the Social Insurance Institution have been paid - by the end of each consecutive annual period of the Account Holder's co-operation with the Bank;
- d) any other information necessary for the Bank in connection with the assessment of the Account Holder and of the Account Holder's Transactions with the Bank, carried out by the Bank.
- 21.8. These Terms and Conditions shall be governed by the law of the Republic of Poland.
- 21.9. The Bank shall collect taxes and other public levies due pursuant to applicable laws.
- 21.10. Dispute resolution, competent court:
- 21.10.1. The Bank and the Account Holder shall use their best efforts to amicably resolve any potential disputes, by negotiation.
- 21.10.2. Unless generally applicable laws and regulations provide otherwise, any disputes and matters shall be examined by the court competent for the registered office of the Bank.
- 21.11. Severability of the provisions - if any provision of these Terms and Conditions is considered unlawful or not binding, this shall not affect the effectiveness of the remaining provisions of the Terms and Conditions.
- 21.12. These Terms and Conditions shall be available to each Account Holder at Bank Branches and on the Bank's Website.
- 21.13. The Bank shall have the right to amend the Terms and Conditions at any time for important reasons, including without limitation in the following cases: (i) a law has been amended or an act on the application of law has been issued or a position has been taken by regulatory authorities which necessitates or makes desirable adapting the Terms and Conditions to the changed legal environment; and (ii) the Bank makes a business decision to change significant parameters, or terms for the provision, of the services covered by the Agreement. The Account Holder shall be notified in writing of all changes to the Terms and Conditions in accordance with Section 7.1 of the Terms and Conditions or on another durable medium. The changes shall be binding on the Account Holder starting from the date of their introduction specified by the Bank, unless the Account Holder terminates the Agreement within 30 days of delivery of the notification of the new Terms and Conditions. If the Agreement is terminated by the Account Holder as a result of a change to the Terms and Conditions, the Agreement shall be terminated 30 days after the notification of the change is delivered. The existing provisions of the Terms and Conditions shall be in force until the Agreement is terminated.
- 21.14. If the Payment Instrument has been used by an unauthorized person and the Account Holder fails to provide evidence to the contrary, it shall be considered that the Payment Instrument was stored by the Account Holder in such a manner that permitted unauthorized access and, if the personalized security features of the Payment Instrument were used in the correct manner, it shall be considered that the Account Holder failed to take the necessary measures to protect the integrity of the personalized security features of the Payment Instrument. The Account Holder shall promptly notify the Bank loss, theft, appropriation, unauthorized use of, or unauthorized access to, the Payment Instrument, the login details or the device used in order to receive the Authorization Codes. The Account Holder should promptly report that fact to the Bank via Citibank Online (excluding Citi Mobile), CitiPhone at (+48) 22 692 20 90 or 801334433 or at a Bank Branch so that the Payment Instrument may be blocked or the Card canceled.
- 21.15. Relevant provisions of the Terms and Conditions of Electronic Provision of Services available on the Bank's Website shall apply to services provided electronically with respect to the matters which have not been regulated by these Terms and Conditions or the Agreement.
- 21.16. The Main Representative and Additional Representative categories shall be introduced as of 1 August 2018. The Representatives appointed by the Account Holder before 1 August 2018 shall retain their existing authorizations until the Representative's Card is amended, resulting in them being assigned the status of the Main Representative or the Additional Representative.
- 21.17. These Terms and Conditions shall enter into force and effect as from 1 August 2018.