

Agreement for Bank Accounts, Electronic Payment Instruments and the Use of Electronic Banking Services ("Deposit Product Agreement")

contract of (hereinafter referred to as "the Agreement") by and between:

Bank Handlowy w Warszawie S.A., with its registered office in Warsaw, ul. Senatorska 16, 00-923 Warsaw, registered in the Register of Entrepreneurs of the National Court Register kept by the District Court for the Capital City of Warsaw in Warsaw, 12th Commercial Division of the National Court Register under the number KRS 000 000 1538; NIP (tax identification number): 526-030-02-91; share capital of PLN 522,638,400, paid up in full,

represented by:

1.
hereinafter referred to as the "Bank" and (account holder data)

1.
PESEL (personal identification number) (or identity document number for persons who do not have a PESEL number)
hereinafter referred to as the "Client" (or "Client 1" for the purposes of a Joint Agreement)

2.
PESEL (personal identification number) (or identity document number for persons who do not have a PESEL number)
hereinafter referred to as "Customer 2"

3.
PESEL (personal identification number) (or identity document number for persons who do not have a PESEL number)
hereinafter referred to as "Customer 3"

4.
PESEL (personal identification number) (or identity document number for persons who do not have a PESEL number)
hereinafter referred to as "Customer 4".

The parties hereto have agreed as follows:

SECTION 1. GENERAL PROVISIONS

1. The subject matter of the Agreement consists in:
 - (i) the maintenance by the Bank of payment accounts or other bank accounts for the Client pursuant hereto and to the Bank Account Terms and Conditions ("Terms and Conditions"), as well as in the provision of other services by the Bank to the Client as indicated in the Deposit Products Confirmation attached hereto as Annex no. 2;
 - (ii) the maintenance by the Bank of other bank accounts for the Client pursuant hereto and to the Terms and Conditions, as well as the provision by the Bank to the Client of other services indicated herein and in the Terms and Conditions, provided that they are activated during the validity term hereof;
 - (iii) the identification of the means of communication between the Client and the Bank and of the manner of submitting instructions to the Bank by the Client, including the activation and deactivation by the Client of the services and products offered by the Bank to the extent specified in the Agreement and in the Terms and Conditions.

2. The Bank shall charge fees and charges for the operations related to the performance hereof in accordance with the Table of Fees and Charges attached as annex to the Terms and Conditions.
3. Upon the conclusion hereof and upon the signing of the Client Data Form attached hereto as Annex no. 1, any and all products and services covered by the Agreement which are not activated upon its signing shall be available to the Client so that the Client may use them and shall be liable for all the fees and charges due following their activation.
4. The Client Data Form includes all the information and data concerning the Client, which shall be used by the Bank to identify the Client and which are necessary for the Agreement to be performed. The Bank shall be promptly notified of any amendment of the data included in the Client Data Form. Any amendment of the data included in the Client Data Form and the provision of new data to the Bank by the Client shall be made as set forth in the Terms and Conditions and shall not constitute an amendment hereof.

SECTION 2. BANK ACCOUNTS AND TERM DEPOSITS

A. Common Provisions

1. The Bank and the Client conclude an agreement for the opening of the payment accounts or other bank accounts referred to in the Deposit Products Confirmation. The Bank confirms that the bank accounts listed therein were activated on the dates stated therein.
2. The Bank offers the following types of bank accounts ("Accounts"): Personal Account and Savings Accounts. The Bank may also offer other Accounts to its Clients, as indicated in the Terms and Conditions. Furthermore, in cases set forth in the Agreement and in the Terms and Conditions, the Client may also use the funds accumulated on their Personal Account to open term deposit accounts ("Term Deposits"). The Client may activate a particular Account or Term Deposit, as well as perform other operations involving the Account and Term Deposit on the terms laid down in the Agreement and in the Terms and Conditions.
3. The funds accumulated on the Accounts and Term Deposits shall yield interest on the terms and in the amount specified in the Terms and Conditions and in the Table of Interest Rates.
4. Subject to applicable legal regulations, the provisions hereof and the Terms and Conditions, the Client shall have the right to freely dispose of the funds accumulated on the Accounts and Term Deposits.
5. The Client may submit instructions for Account and Term Deposit operations to be performed exclusively in the manner and to the extent stipulated in the Agreement and in the Terms and Conditions.

B. Personal Account

6. Following its activation hereunder, the Bank shall maintain for the Client a payment account being a Personal Account ("Personal Account"). The Personal Account opened for and in the name of an individual Client shall be used to accumulate cash funds and perform financial settlements ordered by the Client on the terms and to the extent stipulated in the Terms and Conditions.
7. The Bank offers various types of Personal Accounts which vary in terms of the applicable charges and functionalities. The available types of Personal Accounts have been listed in the Table of Fees and Charges.
8. The currency of the Personal Account shall be the Polish zloty. If the Client holds a Personal Account in Polish zlotys, within the Personal Account they may open additional subaccounts in the foreign currencies indicated in the Table of Interest Rates.

C. Savings Accounts

9. Following their activation pursuant hereto, the Bank shall maintain payment accounts being Savings Accounts ("Savings Accounts") for the Client. The Savings Accounts opened for and in the name of an individual Client shall mainly be used to accumulate cash funds and to perform certain financial settlements ordered by the Client on the terms and to the extent stipulated in the Terms and Conditions.
10. The Bank offers various types of Savings Accounts which vary in terms of the applicable interest rates, charges and functionalities. The available types of Savings Accounts have been listed in the Terms and Conditions, in the Table of Fees and Charges and in the Table of Interest Rates.
11. The Client may hold Savings Accounts in the foreign currencies indicated in the Table of Interest Rates.

D. Term Deposits

12. If the Client holds a Personal Account in Polish zlotys, they may open a Term Deposit in Polish zlotys within the Personal Account. On the terms set forth in the Terms and Conditions and in the Table of Interest Rates, the Client may also open a Term Deposit in a foreign currency.
13. The Client may instruct the Bank to open a Term Deposit using the funds accumulated on the Personal Account. When submitting the instruction, the Client shall specify the currency, the amount of the deposit, the type, the term for which the deposit is to be maintained ("Contractual Period") and the interest disbursement method.
14. The Table of Interest Rates specifies the currencies offered by the Bank, the Contractual Periods, minimum amounts and the interest rates applicable to the Term Deposits.
15. A Term Deposit shall be opened upon the transfer of funds from the Personal Account (including any Foreign Currency Subaccount maintained in the currency of the term deposit). Upon the termination or cancellation of the Term Deposit, the funds shall be transferred back to the aforementioned Personal Account (Foreign Currency Subaccount).
16. Term Deposits may not be opened using the funds accumulated in the Savings Account.

SECTION 3. PAYMENT INSTRUMENTS

A. General Provisions

1. Within the framework of the Personal Account or another Account maintained for the Client on the terms set forth in the Agreement and in the Terms and Conditions, the Bank shall provide the Client with payment instruments used to perform financial transactions, in particular with the Citicard (as a Debit Card, Contactless Payment Medium or another instrument specified in the Terms and Conditions), the CitiPhone phone banking service and the Citibank Online electronic banking service as well as other instruments specified in the Terms and Conditions. The Terms and Conditions set forth the type of the available payment instruments and the detailed terms of their use.
2. In order to use the payment instruments the Client must be identified or the transaction must be authorized in a manner appropriate for a given payment instrument.
3. The Client shall promptly notify the Bank of any loss, misplacement or loss of control over any payment instrument as well as of any loss or misplacement of the Identification Codes necessary to use them. The payment instruments and the Identification Codes must never be made available to any third parties.
4. Fees due for the use of such payment instruments shall be charged to the Account as set forth in the Terms and Conditions and in the Table of Fees and Charges.
5. The principles and deadlines for filing and processing complaints concerning payment instruments have been set forth in the Terms and Conditions.

B. Citicard

6. Pursuant hereto, the Bank shall issue a payment card and provide the Client for whom it maintains a Personal Account with a Citicard, in particular in the form of a Debit Card or a Contactless Payment Medium, following their activation confirmed by the Bank pursuant hereto, and agrees to settle any operations performed using the Citicard on the terms laid down herein and in the Terms and Conditions, and the Client agrees to pay all the fees related to the Citicard as stipulated herein, in the Citicard Agreement, in the Terms and Conditions and in the Table of Fees and Charges.
7. The Debit Card enables the Client to be identified as indicated in the Terms and Conditions, access the Client's Accounts, in particular in the Bank's Branch Offices, as well as through the CitiPhone phone banking service and Citibank Online electronic banking services. The Citicard enables the performance of cash and cash-free transactions specified in the Terms and Conditions.
8. The Client may use the Debit Card or the Contactless Payment Medium throughout their validity term stated thereon.
9. Foreign currency transactions performed using the Citicard shall be settled as described in the Terms and Conditions.

SECTION 4. ELECTRONIC BANKING SERVICE, PHONE BANKING SERVICE AND COMMUNICATION WITH THE BANK

A. Common Provisions

1. Pursuant hereto the Client receives access to the following communication channels with the Bank, which do not need to be additionally activated:
 - CitiPhone phone banking service, i.e. a service providing access to the payment account via the provider's helpline which in particular enables the Client to check the account balance or place any other instruction concerning the account;
 - Citibank Online electronic banking service, i.e. a service providing online access to the payment account that enables the Client to check the account balance, change limits on cashless payments and transactions made with a debit card or to place any other instruction concerning the account.
2. As set forth in the Terms and Conditions, the Client may place instructions related to the performance hereof in the Bank's Branch Offices, through CitiPhone phone banking service, Citibank Online electronic banking service and, subject to its functionality, through any other communication channel the Client has been provided with, and in particular, the Client may submit instructions concerning the activation and deactivation of products and services covered by the Agreement and other products and services made available to the Client by the Bank as part of the functionality of a particular communication channel, as well as submit instructions regarding the performance of cash settlements, as well as to change the settings of the products and services covered hereby to the extent permitted by the Bank.
3. In order to submit instructions pursuant hereto, the Client must identify themselves and some or all the instructions must be authorized in a manner specified in detail in the Terms and Conditions for particular Bank communication channels.
4. The Client must not perform the Agreement in a way which serves the exclusive purpose of reducing the functionality of a particular communication channel.

B. Communication between the Bank and the Client

5. For the purposes of communication related to the performance hereof, the Bank shall be entitled to use the data included in the Client Data Form or any other data provided to the Bank by the Client during the term hereof, in particular by sending text messages (also as part of the SMS alert service) to the Main Mobile Phone Number, sending e-mail messages to the Main E-Mail Address and sending messages through Citibank Online electronic banking service.

SECTION 5. JOINT AGREEMENT

1. The Agreement may be concluded jointly ("Joint Agreement") by two, three or four persons ("Joint Holders"). The provisions of this Section 5, as well as the other provisions hereof and the applicable provisions of the Terms and Conditions, shall apply to the Joint Agreement (in such case, the provisions applicable to the Client shall be binding upon all the Joint Holders).
2. Pursuant to the Joint Agreement, the Bank shall maintain a joint Account or a Joint Holders' Account, provide the Joint Holders with other services specified in the Agreement and in the Terms and Conditions, provided that they are activated pursuant hereto and to the Terms and Conditions during the term hereof, and provides communication channels for the Joint Holders and the Bank.
3. Each Joint Holder shall have separate and independent access to the Bank's Branch Offices, Citibank Online electronic banking service and CitiPhone phone banking service, as well as to any other communication channels with the Bank specified in the Terms and Conditions.

4. Each of the Joint Holders shall be entitled and authorized to submit instructions concerning the funds deposited on the joint Accounts, which shall be binding upon all the Joint Holders, as well as to activate and deactivate Accounts and open Term Deposits under the Joint Agreement. Each of the Joint Holders may also in their own name activate and deactivate individual products including the Citicard assigned to the joint Account.
5. The Joint Holders shall be jointly and severally liable to the Bank for the proper performance hereof. At the same time, Joint Holders shall be deemed joint and several creditors of the Bank.
6. The Bank shall be authorized to direct correspondence (including Account statements and amendments to the Terms and Conditions and to the Table of Fees and Charges) and make declarations of intent to the Joint Holder designated as Client 1.
7. Withdrawal from or termination of the Agreement by one of the Clients shall be effective for all the Joint Holders. A joint statement of all the Joint Holders is required for the conversion of the Joint Agreement into an individual agreement or for the withdrawal of a Joint Holder from the Joint Agreement. Any such conversion of a Joint Agreement into an individual agreement or the withdrawal of a Joint Holder from the Joint Agreement shall result in the deactivation of the products and services which are not provided by the Bank as joint products or services, with the exception of cases where they may be provided under a separate agreement between the Joint Holder and the Bank.
8. A minor may conclude the Joint Agreement with at least one statutory guardian. For Agreements concluded with a Minor, relevant provisions of the Terms and Conditions specify the scope of the activities which may be performed by the Minor. By concluding a Joint Agreement with a Minor, the statutory guardian consents to the conclusion of the Agreement by the Minor and authorizes the Minor to independently dispose of the funds accumulated on the Personal Account opened under the Joint Agreement.

SECTION 6. FINAL PROVISIONS

1. The Agreement has been entered into for an indefinite time.
2. The Agreement shall be terminated in the cases set forth in the Terms and Conditions and in the event of being terminated by the Client or by the Bank.
3. The Client shall be authorized to terminate the agreement with a one month's notice period. The notice period may be shortened upon the Client's request following the Bank's consent. The Agreement may be terminated upon the Client's filing a notice of termination in writing or in another manner specified in the Terms and Conditions.
4. The Bank shall be authorized to terminate the Agreement in whole or in part, as well as to deactivate some or all the services in the cases indicated in the Terms and Conditions.
5. The notice of termination of the Agreement shall be tantamount to the termination of all the services subject to the Agreement.
6. The Client may deactivate particular services subject hereto, which deactivation shall be effective one month after the submission of a relevant deactivation request. The notice period may be shortened upon the Client's request following the Bank's consent. Should such deactivation result in the cancellation of all the Accounts maintained for the Client, such a notice shall be tantamount to a notice of termination of the Agreement.
7. The provisions of the Terms and Conditions concerning the termination of agreements governing particular services apply to the effects of the deactivation referred to above.
8. Regardless of how the Agreement was concluded, the Client shall be authorized to withdraw from the Agreement within 14 days of its conclusion by submitting a written notice to that effect. In such an event, the parties should return to each other any items that they received upon the signing of the Agreement and the Bank shall reserve the right to claim compensation for the services performed over that period. The Client may withdraw from the Citicard Agreement within 14 days of the day of receipt of the first Citicard of a particular type, unless any transactions have been performed using that card.
9. Any matters not regulated by the Agreement shall be governed by the provisions of the Terms and Conditions as well as by the applicable legal regulations. The Terms and Conditions and the annexes thereto constitute an integral part of the Agreement. All capitalized terms which have not been otherwise defined herein shall have the meanings assigned to them in the Terms and Conditions.
10. The Agreement is made in two identical counterparts, one for the Client and one for the Bank.

SECTION 7. CLIENT'S REPRESENTATIONS

1. The Client hereby represents that they have received the Terms and Conditions, the Table of Fees and Charges, the Table of Interest Rates and Information sheet for depositors and Information on personal data processing prior to the conclusion hereof, as well as that they have read and accept them. The Client represents that they have also received the Document concerning the fees prior to the conclusion hereof.
2. The Customer hereby declares that all data and information provided to the Bank in connection with the conclusion of the Agreement are true. In the absence of a PESEL number, the Customer hereby confirms that it has not been assigned and undertakes to immediately inform the Bank about the assignment or change of the PESEL number.
3. The Client hereby represents that they shall use the Personal Account and the Savings Accounts in accordance with their intended purpose indicated in Section 2(6) and 2(10) hereof, respectively.
4. The Client agrees to the commencement of the performance hereof prior to the expiry of the period designated for possible withdrawal from the Agreement.
5. The Client authorizes the Bank to debit the Client's accounts with the amounts of the performed operations and transactions (including those involving the use of payment instruments and electronic banking service and phone banking services) as well as with the fees and charges due to the Bank, and undertakes, if necessary, to pay such outstanding amounts to the account and within the deadlines stipulated by the Bank.
6. The Client undertakes to promptly notify the Bank in the case of filing a bankruptcy petition or being declared bankrupt.
7. The Client consents to the signature made by them below being used as a specimen signature valid for all the operations performed by them with the Bank in writing.
8. The Parties have agreed that the specification of fees, as referred to in the General Terms and Conditions, shall be provided to the Client by electronic mail, subject to the provisions of the General Terms and Conditions. Upon the Client's request, the Bank shall provide a hard copy of the specification of fees.

9. For the complaints that pertain to the rights and obligations specified in the Payment Services Act of August 19, 2011, the Bank shall reply in a paper form or after agreeing with the Client, by e-mail to the primary e-mail address of the Client provided to the Bank, via Citibank Online - as a copy of the message sent on paper or via e-mail.
10. In case of the complaints that are not referring to the rights and obligations specified in the Payment Services Act of August 19, 2011, the Bank may reply:
 - a) in a letter sent to the Client's current mailing address;
 - b) by e-mail, upon Client's request, to the primary e-mail address of the Client provided to the Bank.
 - c) via Citibank Online - as a copy of the message sent as specified in point a) or b).

SECTION 8. INSTRUCTIONS IN CASE OF DEATH

1. The Customer may submit an instruction concerning the funds accumulated in the Account in the event of his or her death (Instruction in Case of Death).
2. An Instruction in Case of Death must be drafted in writing and may be submitted for the benefit of one or more persons designated by the Customer: the spouse, ascendants, descendants or siblings. The Instruction in Case of Death can be amended or revoked in writing by the Customer at any time. The Instruction in Case of Death cannot be submitted where the Account has more than one holder.
3. The amount of the disbursement executed on the basis of the Instruction in Case of Death shall not exceed, regardless of the number of the instructions submitted, twenty times the average monthly salary in the enterprise sector, net of profit distributions, as published by the President of the Central Statistical Office for the last month before the Account holder's death.
4. If the Customer has issued more than one Instruction on Disposal of Account Savings in Case of Death and the aggregate amount of the instructions exceeds the limit referred to above (described in point 3), any instruction issued at a later date shall have priority over the instruction issued at an earlier date. The persons to whom, based on an Instruction on Disposal of Account Savings in Case of Death, any amounts have been disbursed in breach of that rule shall be obliged to return the same to the heirs of the deceased holder of the Account.
5. No amount disbursed on the basis of the Instruction in Case of Death shall be part of the Account holder's estate.

Customer/Customer 1

Customer 2

Customer 3

Customer 4

Signature of the Bank's authorized representative