

## GENERAL TERMS AND CONDITIONS FOR COOPERATION WITH CORPORATE CLIENTS ("Terms and Conditions")

These Terms and Conditions contain detailed provisions governing Bank Handlowy w Warszawie S.A. ("Bank") providing services that involves keeping Accounts for Corporate Clients who entered into a Bank Account Agreement ("Agreement") with the Bank. **The Agreement and these Terms and Conditions are governed by Polish law.**

These Terms and Conditions provide for the rules of providing payment services by the Bank. The following articles of the Polish Services Act are excluded in full: Articles 17-32, Articles 34, Articles 35-37, Article 40 (3) and (4), Article 45, Article 46 (2-5), Articles 47-48, Articles 114-146 and, for the avoidance of doubt that Article 44(2) and Article 51 of the Polish Payment Services Act apply to the Bank's payment services.

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### CHAPTER 1 GENERAL PROVISIONS AND DEFINITIONS

The following terms used in these Terms and Conditions will have the following meaning:

- 1.1. Mailing Address - the Account Holder's address, indicated by the Account Holder in the Agreement or changed at a later date, for contacts with the Bank in connection with the performance of the Agreement, used, amongst others, for communication that will contain Bank's notifications and declarations;
- 1.2. Acceptor - an entrepreneur that accepts a payment or enables a cash withdrawal with the use of a Debit Card;
- 1.3. Authorization - a consent of the Account Holder to execute a payment instruction, preceded by authentication or strong authentication, carried out as set forth in these Terms and Conditions;
- 1.4. Bank - Bank Handlowy w Warszawie S.A. with its registered office in Warsaw;
- 1.5. CitiAlerts - a service of sending short text messages (SMS) and/or electronic (e-mail) messages, referring to selected products offered by the Bank;
- 1.6. Citibank Global Transfer or CGT- a service that enables submission of a payment instruction of funds from the Account to a Recipient's bank account kept by any Citigroup entity that offers this service; an up-to-date list of countries where Citigroup branches execute CGT transfer transactions is available on the Bank's Website, at Bank Branches and via CitiPhone;
- 1.7. Citibank Online - the Citibank Online e-Banking Service which constitutes a channel of access to information on Accounts, including funds on such Accounts, and enabling, among others, submission of Instructions, including Instructions resulting from the Agreement, via the Internet;
- 1.8. Citi Mobile - a part of the Citibank Online e-Banking Service, the Citi Mobile Banking Service constituting a channel of access to information on Accounts, including on funds on such Accounts, and enabling, among others, filing of Instructions under a Deport Product Agreement and the Bank Accounts Terms and Conditions for Bank's individual clients, via the Internet, using a mobile phone, a tablet and other devices having similar functionalities (service available only for the Account Holder being a natural person and using a joint service for their Account and their Personal Account);
- 1.9. CitiPhone - the CitiPhone Telephone Banking Service constituting a channel of access to the Account via a phone, enabling the execution of Cashless Transactions and other Instructions. The CitiPhone contact details are available on the Bank's Website;
- 1.10. CitiPhone PIN - a confidential, six-digit identification number, used for telephone verification of the Representative's identity and to place Instructions via CitiPhone;
- 1.11. CVC2 - a three-digit number printed on a Debit Card, used to authenticate the Debit Card in transactions made without physically using the Debit Card, in particular to make transactions on the Internet;
- 1.12. Personal data - any information relating to an identified or identifiable natural person ("data subject"); an identifiable natural person is one who can be identified directly or indirectly, in particular by reference to an identifier such as name and surname, identification number, location data, an on-line identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person;
- 1.13. Value Date - a moment in time as of which or until which the Bank will calculate interest on funds which were charged to the Account or with which the Account was credited;
- 1.14. Third Party Provider - a provider of payment services, other than the Bank, that provides one or more of the following services, in accordance with the Payment Services Act:

- initiation of a payment transaction, involving initiation by such provider of a payment instruction from the Account upon request of the Account Holder or the Representative;
  - access to the account information, involving online delivery by such provider of consolidated information on the Account or Accounts operated by the Bank or payment accounts operated by providers other than the Bank; or
  - issue of payment instruments embedded in the payment card, involving issuing of payment card-embedded payment instruments by such provider to enable the user to effect payment transactions;
- 1.15. Instruction - a declaration of intent of the Account Holder, including a declaration issued by Authorised Representatives or the Representative, concerning the Account and funds in that Account, including in particular payment instructions within the meaning of the Payment Services Act or instructions involving bank financial transactions within the meaning of the Polish Banking Law;
  - 1.16. Business Day - a day other than Saturday or a public holiday in Poland;
  - 1.17. Express Elixir - a service enabling the Client to submit a payment instruction involving transfer of PLN funds to a Recipient's bank account kept by an institution offering that service; an up-to-date list of institutions that execute Express Elixir transfer transactions is available on the Bank's Website, at Bank Branches, via CitiPhone and on the website of the service operator - National Clearing House ([www.expresselixir.pl](http://www.expresselixir.pl));
  - 1.18. Primary Mobile Telephone Number - a primary mobile telephone number designated for the purpose of maintaining contact with the Bank, used for providing services under the Agreement, including CitiAlerts, Authorisation Code;
  - 1.19. Primary Electronic Mail Address/Primary E-mail Address - the primary electronic mail address designated by the Account Holder for the purpose of contacts with the Bank in performance of the Agreement, inter alia, to send notifications of issuing electronic Statements in Citibank Online and to provide additional services, including CitiAlerts;
  - 1.20. 3D Secure Password - a one-time password, sent in the form of a text message (SMS) to the Primary Mobile Telephone Number designated by the Holder, which is used for identifying the Client and accepting their Instructions as part of confirming Transactions made via the Internet using 3D Secure Service.
  - 1.21. Incoming Call Identification - a functionality that allows for identification of a Representative who is calling CitiPhone from the Primary Mobile Phone, based on the telephone number and the CitiPhone PIN entered; this functionality is not available for Corporate Clients having a joint service established for their Account and the Personal Account;
  - 1.22. Payment Instrument - a payment instrument within the meaning of the Payment Services Act;
  - 1.23. Card - a term used jointly for a Debit Card and an Identification Card;
  - 1.24. Debit Card - a debit card owned by the Bank, issued by the Bank to the Account Holder who will be its holder, yet which will be used by the Representative, This Card is issued to the Account under the Bank's licence, is to be used to make Transactions (including Contactless Transactions) in Poland and abroad, or for other services. A Debit Card enables access to the Account and submitting Instructions through the Branches, via CitiPhone, ATMs, and also making Cashless Transactions, including Contactless Transactions, in retail and service outlets marked with the card symbol, within the scope defined by the Account Holder in the Representative Appointment Sheet. Whenever these Terms and Conditions refer to a Debit Card, it means respectively all debit cards issued to the Representatives of a particular Account Holder;
  - 1.25. Identification Card - a card used to identify a Representative in CitiPhone, Citibank Online and in Bank Branches. An Identification Card user is entitled to act within the scope defined by the Account Holder in the Representative Appointment Sheet. The Identification Card is not a Payment Instrument and not a payment card within the meaning of generally applicable laws, and it may not be used in ATMs or retail and service outlets. Whenever these Terms and Conditions refer to an Identification Card, it respectively means all identification cards issued to the Representatives of a particular Account Holder;
  - 1.26. A Representative Appointment Sheet, a Principal Representative Appointment Sheet and an additional Representative Appointment Sheet - a document proving the authorisation granted by the Account Holder to use the Account, including in accordance with the Table of Functionalities and Authorisations as appended to the Agreement;
  - 1.27. Signature Card, Additional Signature Card - a card including specimen signatures of Authorised Representatives;
  - 1.28. Corporate Client - the Account Holder, referred to in previous versions of the Terms and Conditions, Agreements and other documents as the Citibusiness Client or the Micro-Business Client;
  - 1.29. Authorization Code - a one-time code used to authorize Transactions/ operations carried out via Citibank Online;
  - 1.30. Identification Code - confidential identification codes including a Card PIN, a CitiPhone PIN or other identifiers and password(s) used for authentication, including strong authentication, verification and logging into Citibank Online, CitiPhone or Citi Mobile in order to determine all codes collectively, some of them or one of them;
  - 1.31. Personal Account - a bank account operated in PLN (with the option of opening a Foreign Currency Subaccount) in accordance with applicable law, opened by the Bank in the name of and for the Account Holder acting as a consumer under a "Citibank Personal Account" Bank Account Agreement or a Deposit Product Agreement, or any other agreement with the Bank, used to deposit cash and execute bank monetary settlements;
  - 1.32. Term deposit - a product offered under the Agreement under the terms of which the Bank undertakes to pay a specific amount to the Account Holder, which had been deposited by them, along with any interest due;
  - 1.33. Contactless Module - an electronic device embedded in the Debit Card, which communicates with a contactless reader and enables the execution of Contactless Transactions;
  - 1.34. Recipient - a natural person, a legal person or an organizational unit without legal personality, having the legal capacity under statutory law, who is a recipient of funds being the object of a Transaction, in particular an Acceptor;
  - 1.35. Bank Branch - an organizational unit through which the Bank provides services to Account Holders; the mailing details of Bank Branches and their business hours can be found on the Bank's Website;
  - 1.36. Deposit Offer - an interest rate table for term Deposits, published in the form of a Bank's announcement and available via CitiPhone, at Bank Branches and on the Bank's Website;
  - 1.37. Contractual Term - a contractual period of a term Deposit;
  - 1.38. Interest-Bearing Corporate Account in PLN - an interest-bearing current account opened under an Agreement, intended to carry out transactions and deposit funds; Funds accumulated on an Interest-Bearing Corporate Account bear interest as per the Interest Rate Table. It is kept in PLN only;
  - 1.39. Payment Organization - an organization in charge of clearing Transactions effected with Cards, including those issued either by the given organization or as part of the CGT service; information on Payment Organizations cooperating with the Bank with regard to issuing and operating Cards is available via CitiPhone, in Bank Branches and on the Bank's Website;
  - 1.40. Authorised Representatives - persons who, under applicable laws and rules of representation, are authorised to make declarations of intent on behalf of and for the Account Holder, and in particular sole traders, partners in civil law partnerships who are jointly a party to the Agreement, partners authorised to represent partnerships, members of boards of directors in companies, and proxies and representatives within the scope of their powers;

- 1.41. Package - a group of bank products and services offered under a joint Package fee, allocated to a specific offer governed by a separate Table of Fees and Commissions;
- 1.42. Member state - a member state of the European Union or a member state of the European Free Trade Association (EFTA) who is a party to the agreement on the European Economic Area;
- 1.43. Pay by Link (Płać z Citi Handlowy) - an automated online payment made from the Account by an internal transfer order in PLN or a domestic transfer order in PLN via an online payments operator selected by the Client. A Pay by Link (Płać z Citi Handlowy) payment is not a payment executed by a Third Party Provider.
- 1.44. Debit Card PIN - a confidential, four-digit identification number used to execute ATM transactions, cashless transactions in retail and service outlets, cash transactions through Acceptors using a Debit Card and to verify the debit card user's identity at Bank Branches;
- 1.45. Identification Card PIN - a confidential, four-digit identification number used to verify identity of the Representative who uses the Identification Card at a Bank Branch;
- 1.46. Cash Back (Płać kartą i wypłacać) - a transaction involving cash withdrawal using a Debit Card, effected at selected Acceptors who offer that service, marked with the "Cash back" symbol, directly preceded by a Cashless Transaction effected with the same Debit Card; The maximum single cash withdrawal made under the "Cash back" transaction as well as daily cash withdrawal limits are specified in the TF&C;
- 1.47. Payer - a natural person, a legal person or an organisational unit without legal personality who has the legal capacity, and who submits a payment instruction within the meaning of the Payment Services Act;
- 1.48. Direct Debit - a domestic payment service in PLN or a domestic or cross-border payment service in EUR involving charging the Account if the Transaction is initiated by the Recipient following the Account Holder's authorisation;
- 1.49. Account Holder - an entrepreneur within the meaning of the Polish Enterprise Law of 6 March 2018 or any other act amending or replacing it, i.e. a natural person, a legal entity and an organisational unit without legal identity who is granted legal capacity under a separate law, and who runs their own business activity in their own name, including partners of a civil law partnership to the extent of the business run, who have the full capacity to act in law, and who are a party to the Agreement concluded with the Bank;
- 1.50. CGT Transfer - a foreign transfer order carried out as part of the Citibank Global Transfer service; the funds will be available on the Recipient's account immediately after the transfer instructed;
- 1.51. Express Elixir Transfer - a domestic transfer in PLN executed as part of the Express Elixir service;
- 1.52. Account - a current bank account or a group of current bank accounts (principal account or auxiliary accounts or Interest-Bearing Company Account) of the Account Holder, operated in PLN or in foreign currencies in accordance with applicable laws, opened for the Account Holder by the Bank under an Agreement, and used only for the purpose of business activity; Following the Agreement, the principal account is opened in PLN, as the first account of the Account Holder with the Bank, and other accounts are opened upon the Account Holder's request on the terms and conditions stipulated in the Agreement and the Terms and Conditions;
- 1.53. Inactive Account - an account on which no Transaction was recorded for a period of subsequent 360 days, except for interest rate accrued by the Bank on amounts remaining on the account, and fees and commissions collected;
- 1.54. PLN Current Account - an Account kept in PLN being a current account within the meaning of the Polish Banking Law;
- 1.55. VAT Account - a VAT account within the meaning of the Polish Banking Law;
- 1.56. Terms and Conditions - these Terms and Conditions of Cooperation with Corporate Clients governing the entire cooperation with regard to banking and the related business matters between the Bank and the Account Holder; The Terms and Conditions constitute an integral part of the Bank Account Agreement and all agreements concluded with the Bank if a reference is made to them in such agreements as applicable; Under Article 109 of the Polish Banking Law and Article 384 of the Polish Civil Code, Terms and Conditions apply to Account Holders, the Bank and any other persons engaged by the Bank to provide services involving keeping Accounts; In the event of discrepancies between the Agreement and the Terms and Conditions, the Agreement shall prevail;
- 1.57. Representative - principal Representative, additional Representative and a representative appointed by the Account Holder before 1 August 2018; Principal Representative - a natural person having full capacity to act in law, authorised by the Account Holder under the Representative Appointment Sheet and subject to the rules set out in the Table of Functionalities and Authorisations; empowered to independently undertake factual acts, act in law and submit declarations of intent in connection with the performance of the Agreement (including at Bank Branches, in Citibank Online and in Citiphone).
- 1.58. Additional Representative - a natural person having full capacity to act in law, authorised by the Account Holder or the Principal Representative under the additional Representative Appointment Sheet and subject to the rules set out in the Table of Functionalities and Authorisations, empowered to use Citibank Online or Citiphone for and on behalf of the Account Holder;
- 1.59. Strong authentication - authentication that ensures protection of data confidentiality by using at least two elements from the following categories:
  - knowledge possessed by the user only;
  - possession of something held only by the user;
  - user's characteristic features (what the user is) incorporated into such authentication and independent of one another so that a violation of one of those elements will not undermine credibility of others;
- 1.60. Citibank Online Authentication - authentication of Cashless Transactions carried out without physical use of the Debit Card via the Internet, involving electronic identification of the Client in Citibank Online through entering user's name and password on a website to which the Client is going to be redirected in a text message (SMS) received, and entering a one-time authorisation code from the text message;
- 1.61. SEPA - the Single Euro Payments Area where consumers and businesses can make domestic and cross-border payments in EUR and also receive such payments;
- 1.62. Bank's Website - the Bank's publicly available website: [www.citibank.pl](http://www.citibank.pl);
- 1.63. Parties - Account Holder and the Bank jointly referred to as parties to the Bank Account Agreement;
- 1.64. Table of Functionalities and Authorisations - a table specifying a detailed scope of Representatives' authorisations as well as functions made available to Representatives by the Bank via different Account access channels;
- 1.65. Transaction Limits Table - a table specifying transaction limits, which is made available on websites of Payment Organizations competent for a given country;
- 1.66. Interest Rate Table - a table of interest rates for bank products: [Deposit Offer and Account Interest Rate Table for Corporate Clients, used for all of them collectively](#);
- 1.67. [Account Interest Rate Table - an Account interest rate table](#) constituting an integral part of the Agreement;
- 1.68. TF&C - a Table of Fees and Commissions forming an integral part of the Agreement;
- 1.69. Transaction - term used jointly Cashless Transactions and Cash Transactions;
- 1.70. Cashless Transaction - a form of a financial transaction carried out in particular via transfer orders, Direct Debits, Debit Cards, using paper or digital data carriers, amongst others at Bank Branches, via CitiPhone and via Citibank Online;
- 1.71. Cash transaction - a form of a financial transaction involving making a cash deposit or cash withdrawal [at ATMs, banks with Acceptors that offer such a functionality](#);

- 1.72. Contactless Transaction - a Cashless Transaction or a Cash Transaction made with a Debit Card having an embedded Contactless Module, in retail and service outlets equipped with a contactless reader terminal, in ATMs equipped with a contactless reader or in other devices equipped with a contactless reader;
- 1.73. Agreement - a Bank Account Agreement;
- 1.74. Payment Services Act - the Act of 19 August 2011 on payment services;
- 1.75. Authentication - a procedure enabling the Bank to verify the Account Holder's (or the Representative's) identity or the valid use of a specific payment instrument, including the use of individual authentication data;
- 1.76. Application - an application to enter into an Agreement under the terms and conditions stipulated by the Bank;
- 1.77. Statement - an Electronic Statement or a Paper Statement;
- 1.78. Electronic Statement - a statement made available after logging to Citibank Online; The Account Holder can request that notifications about Electronic Statements be sent to them in the form of a message to the Primary E-Mail Address;
- 1.79. Paper Statement - a statement delivered in a paper form to the Mailing Address, including information on changes in the Account balance for a period designated by the Account Holder in the Agreement or in an annex to the Agreement;
- 1.80. Cut-Off Times List - a list of hours designating a moment in the time on a Business Day following which an Instruction is deemed received on the first Business Day after that date. A Cut-Off Times List constitutes an integral part of these Terms and Conditions, and is communicated in Bank Branches, in Citibank Online and on the Bank's Website;
- 1.81. 3D Secure Service/3D Secure - a method of confirming Transactions made without physical use of the Debit Card, via the Internet, involving the Holder entering a 3D Secure Password (Mastercard - under the name 'MasterCard SecureCode') received to the Primary Mobile Telephone Number.

## CHAPTER 2 BANK ACCOUNT AGREEMENT

- 2.1. The Application can be submitted:
  - a) at a Branch;
  - b) via the Bank's Website;
  - c) during a telephone conversation with the Bank's consultant.
- 2.2. The Agreement is sent to the Applicant in a manner described in point 2.1 letter b or c, by a courier service, to the address designated by the Applicant - the company mailing address.
- 2.3. The Agreement may be concluded upon submitting documents required by the Bank to the Bank, which specify the identity and legal status of the entrepreneur applying for conclusion of the Agreement, and which name the Authorized Representatives. In the process of Agreement conclusion, the Bank may request additional documents or information from the Applicant as may be required by the laws or as may be necessary to ensure security of funds deposited at the Bank. The Bank may express such request as referred to in the preceding sentence also after conclusion of the Agreement.
- 2.4. In the process of concluding Agreements, the Bank will communicate with the Applicant, inform them about the Application acceptance, conclusion of the Agreement or Account number, using the following methods:
  - a) personally;
  - b) by phone, including via text messages (SMS), to the Primary Mobile Telephone Number stated in the Application;
  - c) by electronic mail to the Primary Electronic Mail Address stated in the Application;
- 2.5. In the event that the procedure of Agreement conclusion referred to in point 2.2 is chosen, the Bank will notify the Applicant about the Application approval forthwith as stipulated in point 2.4 letter b or c, and if the Application is approved, it will send two copies of the Agreement by courier service to the address stated in the Application for its signature. In order for the Agreement to be concluded, the courier must verify the identity of the Applicant, and if the result is positive, the Applicant (Account Holder) must sign two copies of the Agreement and sign or initial all pages of the counterparts in the courier's presence. In order to carry out the identity verification referred to in the preceding sentence, the courier will request the Applicant (Account Holder) present the identity document stated in the Application and other documents referred to in point 2.3. It is prohibited to make any changes in the Agreement copies sent by the Bank which were not agreed upon with the Bank. The Account is kept by the Bank as of the moment of the Account activation in line with Point 2.7.
- 2.6. The Bank opens and keeps Accounts under an Agreement to be concluded between the Bank and the Account Holder.
- 2.7. The Agreement is concluded in writing by way of signing the Agreement by both parties.. The Account activation becomes effective once the Bank has verified the documents signed by the Account Holder. The Account activation can be confirmed in a communication sent to the Account Holder in a form of a text message (SMS) or an electronic message (an e-mail) to the Primary Mobile Telephone Number or Primary E-Mail Address designated by the Account Holder.
- 2.8. Upon Agreement conclusion and opening the Account the Account Holder is purchasing a specific Package under the Agreement and under the Terms and Conditions. The Account Holder may use products and services included in the selected Package under a joint charge for the Package. The Account Holder may optionally request access to other products offered by the Bank against a charge set out in the TF&C. Such access is possible once the Application is approved by the Bank.
- 2.9. The Signature Card forms an integral part of the Agreement. If no Signature Card was completed at the time of the Agreement conclusion, the signature of the Account Holder or of the Authorised Representative made on the Agreement will operate as signature specimen for the Bank.
- 2.10. The Representative Appointment Sheet forms an integral part of the Agreement. Unless agreed otherwise in the Agreement, the Representative's signature made on the Representative Appointment Sheet will operate as signature specimen for the Bank. The authenticity of Representative's signatures placed on the Representative Appointment Sheet which were not made in the presence of a Bank employee will be the responsibility of the Account Holder. The appointment of a Representative is possible upon providing the Bank with documents proving the Representative's identity.
- 2.11. Upon the Agreement conclusion, the Account Holder is obliged to appoint at least one principal Representative. The Account Holder may change the principal Representative, yet there has to be at least principal Representative throughout the term of the Agreement. The Account Holder or the principal Representative may appoint or change the additional Representative throughout the term of the Agreement. A Representative can be the Account Holder who is a natural person, an Authorised Representative or a third party.
- 2.12. The Account Holder's powers under the Agreement are executed:
  - a) personally or through Authorized Representatives;
  - b) through Representatives.
- 2.13. The Account Holder may exercise all rights and obligations personally or through Authorised Representatives, and the exercise of rights stated in the Table of Functionalities and Authorisations by the said persons as the Representative's rights - other than exercised in a Branch - requires a prior appointment of the Account Holder or Authorised Representatives as Representatives - by completing or changing the Representative Appointment Sheet. It means that the access to Citibank Online, Citiphone and the Card is granted to Representatives only, and may not be granted to the Account Holder or Authorised Representatives who were not appointed Representatives.

- 2.14. Unless otherwise agreed upon in the Agreement, Representatives have the right to act in connection with the Account kept at the Bank in accordance with the Representative Appointment Sheet and on the terms described in the Table of Functionalities and Authorisations. The principal Representative: (i) has full access to Citibank Online and CitiPhone, (ii) can independently represent the Account Holder in Bank Branches, including placement of Instructions and acting otherwise as stipulated in concluded Agreements, (iii) has access to all Accounts kept for the Account Holder, (iv) may appoint additional Representatives and assign, change or revoke authorisations to them, (v) may view the history of transactions on the Accounts, summaries of all transfers awaiting approval or acceptance, the history of the transfer acceptance process as well as use any other services offered by the Bank. Additional Representative: (i) has a limited access to Citibank Online and CitiPhone, in accordance with their authorisation granted in the Representative Appointment Sheet, (ii) may not submit Instructions or make declarations of intent on the Account Holder's behalf in Bank Branches, unless otherwise stated in the Table of Functionalities and Authorisations, (iii) has access to Accounts designated in the Representative Appointment Sheet which are kept for the Account Holder, (iv) may not change any data and authorisations of other Representatives.
- 2.15. A detailed scope of authorisation and functions made available in different channels to the individual types of Representatives is shown in the Table of Functionalities and Authorisations available on the Bank's Website. A change of the Table of Functionalities and Authorisations is announced in a communication which is made available on the Bank's Website, and it becomes effective not earlier than as of the first Business Day following the month in which it was announced. The Bank notifies a change of the Table of Functionalities and Authorisations by sending an electronic mail message or placing an announcement in Citibank Online.
- 2.16. Acts undertaken by the Representative are treated as acts of the Account Holder. Instructions placed or authorised by the Representative or Authorised Representatives, including via Citibank Online or CitiPhone, and using Payment Instruments, are binding for the Account Holder, and they are deemed placed or authorised by the Account Holder.
- 2.17. For the avoidance of doubt, whenever the Agreement of these Terms and Conditions refer to the term "Account Holder", it should be understood to include reference to the Representative to the extent in which they exercise rights and obligations of the Account Holder.

### CHAPTER 3 CURRENT ACCOUNT AND AUXILIARY ACCOUNTS

- 3.1. The principle Account is a current account operated in Polish zloty, and it is offered as the obligatory element of each Package. Additional, auxiliary current accounts are opened upon request of the Account Holder or the principal Representative under the Agreement and the Terms and Conditions.
- 3.2. Auxiliary Accounts may be opened in currencies specified in the Interest Rate Table. An auxiliary Account may be opened in particular as an account for the company social fund, for EU donations or any other account including where imperative law provisions require operation of such an account.
- 3.3. The Account Holder who is a sole trader may open a Personal Account as a consumer, and benefit from the joint service of their Account and the Personal Account, except that the Personal Account is a current account not related to any business activity, which is opened for natural persons, and, therefore, it may not be used by the Account Holder to conclude Transactions associated with business activity.

### CHAPTER 4 VAT ACCOUNT

- 4.1. The Bank opens and operates a VAT Account for each Account Holder. Opening a VAT Account does not require an agreement, and the account is operated in line with the Polish Banking Law.
- 4.2. The Account Holder or the principal Representative may, upon conclusion of the Agreement or during its term, submit an application for opening and operating further VAT Accounts, however: (i) one PLN Current Account may not have more than one VAT Account, and (ii) one VAT Account may be operated for one or more than one PLN Current Accounts. The number of VAT accounts may not exceed the number PLN Current Accounts operated by the Bank for a given Account Holder. Upon submitting an application to open a second or further VAT Accounts, the Account Holder designates the PLN Current Account or Accounts for which each VAT Account is to be operated.
- 4.3. The Account Holder or the principal Representative may apply for closing a VAT Account at any time if the Bank operates at least one other VAT Account for the given Account Holder. Upon submitting an instruction to close a VAT Account, the Account Holder designates another VAT Account operated by the Bank to which funds from the closed VAT Account are to be transferred, and if no account is designated, the Bank will transfer any balance settled after the VAT Account closure to a VAT Account operated for the principal Account. The Account Holder or the principal Representative can also request a change of the VAT Account which is to be operated for the specific PLN Current Account.
- 4.4. The Bank communicates the VAT Account number at the time it is being opened or forthwith after its opening; this information is made available in Citibank Online and is shown on the Statement. The Bank informs about the VAT Account transactions and balance in Citibank Online and on the Statement.
- 4.5. The VAT Account may be debited or credited only within a scope prescribed by the law.
- 4.6. The Bank does not issue Payment Instruments, and in particular a Debit Card, to the VAT Account.
- 4.7. To the extent provided for under the law pertaining to VAT accounts, the Bank may refuse to process a Transaction associated with a VAT Account or a PLN Current Account.

### CHAPTER 5 ACCOUNT INTEREST RATE

- 5.1. If the Agreement or the Interest Rate Table does not provide for otherwise, funds deposited on the Account bear interest according to the Bank's variable interest rate calculated on an annual basis.
- 5.2. The Bank is entitled to change the interest rate specified in the Interest Rate Table within 4 months of a change of one of the indicators listed below, subject to the following rules:
- 1) for accounts operated in PLN:
    - a) if any of the following rates decreases: reference rate, lombard rate or deposit rate established by the Monetary Policy Council, published by the National Bank of Poland, by at least 0.10 percentage points, the Bank will be entitled to reduce the Account interest rate within the range from 0.05 percentage points to 3 percentage points;
    - b) if the inflation rate (increase in prices of consumer goods and services) reaches at least 0.25% on a year-to-year basis, as published for the previous calendar month by Statistics Poland, the Bank will be entitled to reduce the Account interest rate within the range from 0.05 percentage points to 3 percentage points;
    - c) if any of the following indicators decreases: interest rate on one-month loans in the Polish interbank market (one-month WIBOR) or interest rate on one-month deposits in the Polish interbank market (one-month WIBID), set as an average for a full calendar month, by at least 0.01 percentage points, published by Reuters, the Bank will be entitled to reduce the Account interest rate within a range from 0.05 percentage points to 3 percentage points;
  - 2) for accounts in convertible currencies, if any of the following indicators decreases: interest rate on one-month loans in the interbank market in London (one-month LIBOR) or interest rate on one-month loans in the interbank market in the Eurozone (one-month

EURIBOR), interest rate on one-month deposits in the interbank market in London (one-month LIBID) or interest rate on one-month deposits in within the Eurozone (one-month EURIBID), set as an average for a full calendar month, by at least 0.001 percentage points, the Bank will be entitled to reduce the Account interest rate within the range from 0.01 percentage points to 3 percentage points.

The Bank is entitled to increase the Account interest rate set out in the Interest Rate Table. Changes of interest rates may be applied without prior notice, provided that they are more favourable for the Clients.

- 5.3. A change of interest rates does not constitute amendment to the Agreement, and does not require its termination. Interest rate changes apply as of the day specified by the Bank. Information about currently applied interest rates is made available publicly at Bank Branches, and can also be obtained by calling CitiPhone and on the Bank's Website.
- 5.4. Interest rate on funds deposited on the Account is calculated in the currency of the Account as of the day of making a deposit on the Account until the day preceding the one on which the funds were withdrawn from the Account (including that day).
- 5.5. If not otherwise stipulated in the Agreement, any interest accrued on funds deposited on the Account will be paid out in monthly settlement periods or, in the event of the Agreement termination, until the day preceding the one on which the Agreement was terminated. Any interest accrued during a given settlement period will be added to the Account balance on the first day of the next settlement period or on the day the Agreement is terminated, respectively.
- 5.6. Funds deposited in a VAT Account may bear interest if so set out in the Interest Rate Table. If funds deposited in a VAT Account bear interest, the Bank will credit the interest amount to the PLN Current Account for which the given VAT Account is operated, unless a instruction to credit another PLN Current Account was provided.
- 5.7. Interest on the Account is accrued for the actual number of days in the proportion of 1/365 (for PLN, GBP, CZK, NOK, CAD, AUD, HUF) and 1/360 (for EUR, USD, CHF, DKK, SEK) of the annual interest rate for each day as of the day the deposit was made if it is a Business Day (if the deposit day is not falling on a Business Day then as of a Business Day following it) until the day preceding the withdrawal, and will be added to the Account in line with point 5.5.

## CHAPTER 6 FEES AND COMMISSIONS

- 6.1. In consideration of services provided in connection with the Account operation, the Bank will charge fees and commissions specified in a current TF&C applicable to the particular Package, and opening and operating a VAT Account is free from fees and commissions. A fee is charged in the next calendar month following the one in which the service was provided. Monthly Card fees are charged and collected from the Account to which a specific Card is currently attached, on a monthly basis as of the day the Card was issued, throughout the term of the Agreement.
- 6.2. A Package fee is calculated on a monthly basis and charged to the principal Account. A monthly fee for the auxiliary Account is collected from that account, if not included in the Package fee. Transaction fees and commissions due resulting from Instructions made via CitiPhone or in Bank Branches are regularly charged to the Account nominated by the Account Holder. In other cases they are charged to the Account in which the Transaction was initiated. Other fees are charged to the principal Account. The Bank may collect a Package fee and other fees and commissions, and charge them to another Account of the Account Holder, and the Holder authorises the Bank to do that. If there is a need of currency conversion, the Bank will apply a Bank exchange rate applied on the fee booking day.
- 6.3. The Bank is entitled to change the TF&C by increasing fees or adding new fees in the event:
  - a) that new services are introduced, if this ensures due performance of the Agreement, does not adversely affect the Account Holder's interests and will not result in an increase in the Account Holder's financial charges under the Agreement if they choose not to use the new service;
  - b) of a change in the scope or the form of services provided hitherto under the Agreement if this ensures due performance of the Agreement and does not adversely affect the Customer's interests;
  - c) of an increase of actual costs incurred by the Bank, i.e.:
    - costs of issuing new or changing existing recommendations, guidelines or decisions by authorities supervising the Bank's operations, resulting in an increase of the Bank's costs in connection with the provision of services under the Agreement;
    - costs of issuing new or amending any general laws or guidelines of supervising authorities pertaining to the performance of the Agreement and having impact on the increase of the Bank's costs in connection with provision of services under the Agreement;
    - actuals costs incurred by the Bank in connection with providing a service under the Agreement or an increase in labour intensity of such a fee-based service; a change of any item in the TF&C in that case may not exceed 200% in relation to the previous value or constitute an over 200% cost increase;
  - d) of an inflation rate (increase in prices of consumer goods and services) of at least 0.25% on a year-to-year basis, as published for the previous calendar month by Statistics Poland, whereby a change of any item in the TF&C in such a case may not exceed 200% in relation to the previous value.

Restrictions pertaining to the change of not more than 200% in relation to the previous value, as referred to in the above sections, does not apply to cases where new items are added to the TF&C or where the previous fee was PLN 0. The Bank should notify the Account Holder of any changes in the TF&C as soon as possible.

- 6.4. Each change of the TF&C will be notified by the Bank to the Account Holder in an electronic or paper form. If the Account Holder does not submit a written termination of the Agreement within 30 days of serving the aforesaid information, the new fee and commission rates will be binding upon the parties as of the day they are introduced by the Bank the date to be determined by the Bank, yet, not earlier than after a 30-day period as of the day of service. If the Agreement is terminated by the Account Holder, the Agreement is terminated after 30 days of serving the information about changes in the TF&C on the Account Holder. Information about currently applicable fees and commissions is made publicly available at Bank Branches and can also be obtained by calling CitiPhone and on the Bank's Website.
- 6.5. For transactions indicated in the TF&C, the fees are settled by charging one subscription fee for an unlimited number of transactions during a calendar month or by charging fees for individual transactions. The subscription fee is charged not earlier than on the first Business Day following the month to which it pertains. The Account Holder may opt out of the single subscription fee at any time, and opt for fees being charged to them for individual transactions. The Account Holder may again and at any time opt for a single subscription fee being charged to them. The Account Holder may choose the settlement method in a Bank Branch, via CitiPhone or through Citibank Online.

## CHAPTER 7 ACCOUNT STATEMENTS AND OTHER COMMUNICATION

- 7.1. Unless otherwise provided for in these Terms and Conditions, any and all notifications, notices and other correspondence made to the Account Holder in connection with or resulting from the Agreement or the Terms and Conditions will:
  - be sent by electronic mail to the Primary Electronic Mail Address; or
  - be sent by courier service or by mail (including a standard letter or a registered dispatch as directed by the Bank) to the Mailing Address; or
  - delivered in person.

- 7.2. All notifications, notices and other communication addressed to the Account Holder will be deemed to have been served:
- if sent by electronic mail - on the day of sending;
  - if delivered in person or by courier service - on the day of the actual receipt;
  - if sent by mail - on the day of delivery; however, if there is no acknowledgement of receipt, such communication will be considered delivered on the 7th day after dispatch.
- 7.3. The Account Holder or the principal Representative may change the Mailing Address designated in the Agreement, and such change becomes effective upon the Bank receiving information about the said change. Notwithstanding other provisions of these Terms and Conditions, communication may be addressed to the Account Holder's address designated in publicly available registers, including the National Court Register or the Central Business Records and Information (Centralna Ewidencja i Informacja o Działalności Gospodarczej).
- 7.4. Whenever the Terms and Conditions refer to the Bank communication with the Account Holder using an electronic mail address or a mobile phone number, it is to be understood as the Primary E-Mail Address or the Primary Mobile Telephone Number last indicated to the Bank. The Primary Electronic Mail Address or Primary Mobile Telephone Number recorded with the Bank should be used solely by the Account Holder or the Representative, as appropriate.
- 7.5. The Bank delivers information about changes of the Account balance and the balance reconciliation, in the form of a Statement provided via Citibank Online (Electronic Statement), in intervals designated by the Account Holder, in the Polish or English language. The Statement shows data concerning all Accounts and VAT Accounts operated for the given Account Holder.
- 7.6. The Bank will provide an Electronic Statement via Citibank Online, upon request of the Account Holder **and additionally sends** a notification to the Primary Electronic Mail Address.
- 7.7. At the request of the Account Holder, who receives the Electronic Statement, the Bank sends an additional Paper Statement to the last known Mailing Address.
- 7.8. Issuance of a Statement gives rise to a fee that the Bank will charge in accordance with the TF&C.
- 7.9. The Bank undertakes to make an Electronic Statement available no later than on the second Business Day after it was generated, understood as the last day covered by the statement, provided that the intention to use the Electronic Statement service was declared at least two Business Days prior to that date. Otherwise, the Electronic Statement service will be provided as of the next statement generation cycle.
- 7.10. **The Bank hereby informs that using electronic mail or online data transmission methods entails a risk of unauthorized access to the transferred data if intercepted, modification the data content, loss of confidentiality of such data, delays in data delivery due to failure of transmission systems or their inefficiency as well as other negative consequences beyond the Bank's control.**
- 7.11. Subject to point 7.13, the Account Holder is obliged to notify the Bank within 7 calendar days if they do not receive a Statement that was sent by the Bank in line with **points 7.5 and 7.6 or point 7.8** of the Terms and Conditions.
- 7.12. The Account Holder is obliged to check Transactions and balances shown on the Statement. The Account Holder is obliged to notify the Bank immediately, yet not later than within 14 days of the day the Account is charged or of the day on which the Transaction was to be processed, of any discrepancy of the balances or Transactions on the Statement. **In the case where an incorrect entry is posted on the Account, the Bank has the right to correct such an entry (reversing entry/ correction) also if the Bank sent the Account Holder information or a Statement containing an incorrect balance. In such a case the Bank will immediately notify the Account Holder on a Statement of making a correction/reversing entry with respect to the incorrect entry.**
- 7.13. If Statements are sent by the Bank more than once a month, their frequency will change into a monthly routine in the event that during the period covered by a statement there was no change in the Account balance except for the Bank adding interest accrued on amounts deposited in the Account and charging fees and commissions.
- 7.14. On request of an authorized Third Party Provider issuing card-based payment instruments and acting in accordance with the Payment Services Act, the Bank will immediately confirm that the amount necessary to execute a card-based payment transaction is available on the Account, provided that the Account Holder consented that the Bank responds to such Third Party Provider's requests to confirm that the amount corresponding to a specific card-based payment transaction is available on the Account. The aforesaid confirmation is a "yes" or a "no", and does not include information on the Account balance.
- 7.15. The Account Holder can provide the consent referred to in point 7.14 by way of a strong authentication initiated by the Bank. The Account Holder may revoke their consent at any time.
- 7.16. The Account Holder may ask the Bank to provide identification particulars of the Third Party Provider referred to in point 7.14 and information about the reply given to that Third Party Provider.

## CHAPTER 8 INSTRUCTIONS

- 8.1. The Bank processes an Instruction if the Account funds are sufficient for such processing and to cover all fees and commissions payable to the Bank for the processing, unless a separate agreement with the Bank allows for a negative balance on the Account and if there is no limit on using funds deposited on the Account.
- 8.2. If funds deposited on a current account are insufficient to process all Instructions, the Bank will process Instructions on a first-come-first-served basis as received by the Bank, and if the order of receipt **cannot** be established or is substantially difficult, the Bank will determine the processing sequence.
- 8.3. In order for the Bank to process Instructions submitted at a Branch or by means of correspondence in writing, a natural person authorised to submit such Instructions must provide their specimen signature before that.
- 8.4. The Bank may request that the Bank Holder provide additional oral or written explanation or supply documents necessary for the Instruction processing. The Account Holder is responsible for ensuring compliance of a submitted Instruction with currently applicable laws, and in particular the foreign exchange law, and for obtaining any required foreign exchange licences and other necessary documents. The Bank will reject an Instruction if it has reasonable grounds to suspect that its execution would violate any generally applicable law provisions whatsoever.
- 8.5. The Account Holder is obliged to conduct their business activity in compliance with the laws, and use the Account for the purpose specified in the Agreement and in line with applicable laws. In addition, the Parties hereby agree that the Account will not be used to settle Transactions subject to international sanctions, including sanctions imposed by the United Nations, the European Union or the United States of America, the scope and nature of which is described on websites of the aforementioned organizations, and in the case of US sanctions - on the website of the Office of Foreign Assets Control (OFAC), as well as on the Bank's Website.
- 8.6. An Instruction will be processed on the condition that the Account Holder provides the Bank with complete and accurate instructions in particular as may be necessary to execute the Transaction specified in the Instruction on the Account (or confirmation - for a PayBy Link transaction (Płacę z Citi Handlowy)). The Account Holder is responsible for the correctness and accuracy of submitted instructions. If the instructions provided make it impossible to process the Instruction, the Bank may reject such an Instruction. The Bank may also reject an Instruction if it suspects that the entity submitting the Instruction is not authorized to do so, or that the access to the Account is illegitimate.

- 8.7. In the event of domestic or foreign interbank clearance transactions and receiving an instruction to debit or credit an Account Holder's Account, the Bank will execute it only based on a bank account number designated in the instruction.
- 8.8. If execution of one Instruction makes it impossible to execute another Instruction in full or in part, or if it raises doubts as to its correct execution by the Bank, the Bank has the right to suspend execution of the Instruction until a written proof is presented that there is an agreement between Representatives or Authorised Representatives on their position, or a legally binding court ruling is submitted on how the Account should be handled. The aforesaid provision will apply in particular in a case where there is a dispute as to the person and scope of authorisation of the Account Holder, Representatives or authorised Representatives.
- 8.9. The Bank has the right to conduct an additional verification of the person submitting an Instruction.
- 8.10. Cancellation of the authorisation to place Instructions, granted to a specific Representative in the Representative Authorisation Sheet, may be submitted to the Bank according to the Table of Functionalities and Authorisations, and will be effective towards the Bank from the moment the Bank verifies the submitted documents and accepts the submitted documents as being accurate and true.
- 8.11. The Bank verifies the identity of the person submitting the Instruction. The Bank reserves the right to reject an Instruction if there are any reasonable doubts as to the identity or authorisation of the person submitting the Instruction, and in particular in the event that an incorrect Identification Code is used, or other information necessary to prove that person's identity cannot be confirmed, or if there is a dispute with regard to the representation.
- 8.12. Having regard to the security of funds accumulated on Accounts, the Bank may introduce security procedures pertaining to each form of Instruction placement by Account Holders, and in particular the Bank reserves the right to confirm transfer orders made from the Account over the phone. In such a case, the Bank has the right to contact over the phone one of the Representatives who is authorised by the Account Holder in the Representative Appointment Sheet. The Bank has the right to refuse an Instruction if it is cancelled by the Account Holder, or if the telephone confirmation is not identical, in the Bank's opinion, with the Instruction submitted to the Bank. The Bank will require strong authentication in cases provided for under applicable laws.
- 8.13. Instructions including transfer orders and withdrawals from the Account instructed to the Bank in a currency other than the Account currency, are converted by the Bank at the Bank exchange rate applicable at the time the instruction is executed by the Bank. The exchange rate is set based on average exchange rates quoted on the interbank market (Average Rate). The Average Rate is increased by the Bank's margin. Due to fluctuation of the Average Rate beyond the Bank's control, changes of the Bank foreign exchange tables are introduced without notice.
- 8.14. The Bank reserves the right to reject an Instruction for amounts smaller than one unit of a given currency.
- 8.15. Foreign exchange rates are made available by the Bank in the following way:
- publication on the Bank's Website;
  - paper publication available at Bank Branches;
  - Citibank Online;
  - CitiPhone.
- 8.16. When processing an Instruction submitted by the Account Holder or on the Account Holder's behalf to a Recipient, whose banking services provider is established in the territory of a Member State, the Bank warrants that the provider's account will be credited with the Transaction amount not later than:
- by the end of the next Business Day after the Bank receives an Instruction, if the Transaction:
    - is made in PLN or EUR and to the account of the payment services provider within the territory of the Republic of Poland,
    - is made in EUR and to the account of the payment services provider in another Member State,
    - involves no more than one currency conversion between EUR and the currency of a Member State outside the eurozone, provided that the required currency conversion is carried out in the Member State outside the eurozone, and for cross-border payment transactions - that the cross-border transfer is made in EUR
- and
- until the end of the fourth Business Day after the Bank receives the Instruction in other cases.
- For payment Transactions other than those referred to above, if one of the payment service providers is established within the territory of the Republic of Poland or another Member State and the other one is located in the territory of another state, the time limits specified above apply to those parts of the payment Transaction which are executed in the territory of the Republic of Poland or another Member State.
- 8.17. The Bank has the right to reject an authorised Instruction if:
- it has reasonable grounds to believe that it involves crime, or
  - it has reasonable grounds to believe that its execution may lead to a breach of obligations resulting from the Agreement, the law, regulations, rules or other obligations as may be applicable to the Bank's operations, or
  - the Account Holder has no funds necessary for its processing, or such processing of the Instruction (together with any fees and commissions calculated thereon) would lead to exceeding agreed limits or infringement of existing restrictions, or
  - the Instruction is unclear, incomplete or was submitted in a form other than required,
  - in other cases specified in the Terms and Conditions or in an agreement concluded with the Account Holder, or
  - the Instruction was submitted by an entity or a person not authorised to do so.
- Unless prohibited by applicable laws, the Bank will send or make available notifications to the Account Holder of rejecting an Instruction, using remote communication means, via the Recipient or with the use of electronic communication means.
- 8.18. If all Account Holder's Accounts have the "Inactive Account" status, the access to the Accounts will be restored by the Bank once the Account Holder or a person authorised to make Transaction orders, in line with documentation held by the Bank, personally submits a relevant Instruction to that effect at a Bank Branch. The Inactive Account status may be changed into an active one via CitiPhone only if at least one Account is active.
- Unless prohibited by applicable laws or unjustified for security reasons, the Bank will notify the Account Holder forthwith of blocking the Payment Instrument and the reasons therefor, using remote communication means, via the Recipient or with the use of electronic communication means.
- 8.19. If a Transaction is initiated by the Account Holder as the Payer, the Account Holder may not cancel or modify the Instruction from the moment the Bank receives it. Cancellation or modification of an Instruction after the lapse of that period are possible only if the Bank agrees to it and under a separate instruction. The Bank will be entitled to charge a fee for cancellation or modification of the Instruction. The above does not apply to orders with a deferred due date, including standing orders or single orders with a future date, which may be cancelled by the end of the Business Day preceding the agreed order execution day.
- 8.20. Subject to Points 8.21 and 8.22 above, in cases where a Transaction is initiated by an authorized Third Party Provider or by the Recipient or through them, an Instruction may not be cancelled or modified once that Third Party Provider is granted authorisation to initiate the payment transaction through them or once authorisation is given to the Recipient to execute the payment transaction.
- 8.21. For an Instruction concerning a payment transaction with a future date (including a standing order and an order starting on a day on which the Account Holder, as the payer, transferred funds for the order execution to the Bank), the Account Holder can cancel or modify the Instruction until the business day preceding the Instruction execution date.

8.22. After the lapse of time limits set forth in Points 8.21 and 8.22 above, the Instruction may be cancelled only if agreed upon between the Account Holder and the relevant provider (the Bank or a Third Party Provider). In cases where a payment transaction is initiated by the Recipient or through them, any cancellation or modification of the Payment Instruction after expiry of the time limits set forth in Points 8.21 and 8.22 must also be approved by the Recipient.

8.23. Authorisation for a payment transaction may also be given through the Recipient or the Recipient's service provider and through an authorized Third Party Provider.

## CHAPTER 9 TRANSFERS AND DIRECT DEBITS

9.1. The Bank accepts that authorisation of a transfer order Instruction was done correctly, including of a transfer order with a future date or of a standing order, in line with the submitted Instruction, if the Instruction was placed:

- a) personally in a Bank Branch, after a prior identity verification of the person placing the Instruction using an ID document or a Debit Card or an Identification Card and entering respectively a Debit Card PIN or an Identification Card PIN, or after confirming the Instruction with a signature of the person placing the Instruction;
- b) through CitiPhone, in line with authentication rules pertaining to Instructions submitted via this channel.
- c) through Citibank Online, in line with authentication rules pertaining to Instructions submitted via this channel.

9.2. The Bank commences the processing of an authenticated Instruction upon its receipt, however, the Bank and the Account Holder can agree for the Instruction processing to commence:

- on a specified day,
- at the end of a specified period,
- on the day the Account Holder transferred funds to the Bank required for the Instruction execution.

If the Instruction is received by the Bank:

- on a day other than a Business Day or
- on a Business Day but after Cut-Off Time specified by the Bank in the Cut-Off Times List, the Instruction will be deemed received by the Bank on the first Business Day following that day. The preceding sentence will apply accordingly to define the moment when funds to be received on the Account were received by the Bank.

For Instructions requiring prior confirmation of correctness over the phone by an authorised Representative, an Instruction will be deemed accepted for execution at the time the Instruction is confirmed by the Representative.

For Transactions made with a Debit Card, an instruction will be deemed to have been received upon the receipt by the Bank of information from a Payment Organisation (electronic settlement file) concerning the Transaction.

9.3. The Bank processes transfer Instructions in the following currencies: AUD, CAD, CHF, CZK, DKK, EUR, GBP, HUF, JPY, NOK, PLN, SEK, USD. Transfer Instructions placed via Citibank Online are executed in: CHF, DKK, EUR, GBP, PLN, SEK, USD. If the Bank agrees to process an Instruction in a currency different than above, these Terms and Conditions will apply without the necessity of any amendments.

9.4. The Account Holder is obliged to control the funds balance on their Account.

9.5. The Account Holder may set up a standing order or a single transfer with a future date. If the aforementioned Instruction is set up, modified or opted out from, the Account Holder is obliged to notify that fact to the Bank at least one Business Day prior to the order execution date. The instruction will be executed provided that sufficient funds are ensured on the Account one Business Day before the designated date of executing the standing order or the transfer order with a future date. A failure to ensure sufficient funds on the Account one Business Day before the designated date of executing a standing order or a transfer order with a future date may constitute basis for rejecting the authorised transaction.

9.6. A standing order and a transfer with a future date may be set up in Polish zloty only, and the Account nominated to be charged must be operated in Polish zloty, otherwise the authorised transaction will be rejected.

9.7. The Bank provides the Accounting Holder, i.e. the Payer, with the possibility of operating a Direct Debit service on the condition that the Account Holder provides a prior consent to have their Account charged with the amount of a Transaction initiated by the Recipient, and that other additional conditions are met as may result from the Direct Debit service rules accepted on the interbank trading market. The Account Holder, as the Payer, agrees to a Transaction initiated by the Recipient under the Direct Debit service, by submitting a written Instruction at a Bank Branch or an Instruction made via Citibank Online or CitiPhone. If the Direct Debit service is modified or opted out from, the Account Holder will be obliged to report that fact at a Bank Branch not later than by the end of the Business Day preceding the date agreed with the Bank for debiting the Account.

9.8. The Bank will execute a Direct Debit in Polish zloty or in EUR (SEPA Direct Debit) according to the rules provided in applicable laws. A Direct Debit will be executed if sufficient funds are ensured on the Account one Business Day before its defined execution date. A lack funds on a given Account one Business Day before the defined execution date will operate as basis for rejecting the Direct Debit execution.

9.9. The Bank processes SEPA Direct Debits only on the B2C basis.

9.10. If the Account of the Account Holder, who is a transfer beneficiary, as stated in the transfer order by the transfer payer, differs in terms of its currency from the payment currency stated in the transfer order received, the payment amount will be converted into the currency of the credited Account at the exchange rate applied by the Bank at the time of the order execution, unless agreed otherwise between the Account Holder and the Bank.

9.11. Upon execution of Instructions made from the Account as part of the CGT service to a Recipient's account operated in a different currency than the one of the Instruction, the Recipient's account will be credited with an amount converted at the currency rate used by a Payment Organization in charge of clearing funds as part of the service.

9.12. CGT and Express Elixir transfers are executed with immediate effect, and the Recipient's account is credited with the transferred amount upon submitting the Payment Instruction requesting such a transfer. The possibility of CGT or Express Elixir transfers depends on the technical readiness of the Recipient's bank to accept a transfer made as part of this service. The Bank informs the Client about the possibility of transfers as part of the CGT or Express Elixir service before accepting a Payment Instruction for a CGT or an Express Elixir transfer.

9.13. The SORBNET system obligatorily accepts external transfer orders in PLN to accounts operated by banks, credit institutions, credit institution branches and branches of foreign banks operating in the territory of the Republic of Poland, with the exception of transfer orders to the Social Insurance Institution and the Tax Office in the amount equal to or over PLN 1,000, 000.

9.14. If the Bank denies a Third Party Provider access to the Account if such access is unauthorized or unlawful, the Bank will inform the Account Holder about such denial with a text message (SMS) to the Primary Mobile Telephone Number provided to the Bank or via Citibank Online.

9.15. The Bank informs the Account Holder about its denial before the access denial. If it is not possible to inform the Account Holder before the access is denied, the Bank will inform the Account Holder immediately thereafter but no later than on the next business day after such denial. The Bank will not inform the Account Holder about the denial if such information compromises **objectively justified** security reasons or is against separate regulations.

## CHAPTER 10 CASH DEPOSITS AND WITHDRAWALS

- 10.1. Payments into an Account can be made:
  - a) in the form of transfers into the Account made via other banks or post office branches;
  - b) in ATMs or cash deposit machines designated by the Bank;
  - c) in the form of a cash deposit made at Bank Branches designated by the Bank (a list of Bank Branches with their locations and information about currencies and denominations operated by the cashier desk service is available at Bank Branches, via Citiphone and on the Bank's Website);
- 10.2. In the case of cash deposits made to the Account in ATMs or cash deposit machines using a Debit Card, such cash deposits can be made only in banknotes in the currency supported by a given ATM or a cash deposit machine, according to the instructions provided by the ATM or a cash deposit machine offering that function.

The use of Debit Cards in ATMs designated by the Bank is subject to provisions of Chapter 16 of these Terms and Conditions.
- 10.3. Verification and counting of a deposit amount paid in and as well as crediting the Account accordingly is done:
  - a) immediately after the payment is made - for cash payments made at the Bank's ATMs,
  - b) immediately after receiving information from a third-party operator about a payment having been made - for payments in cash deposit machines or in ATMs operated by third-party operators selected by the Bank.
- 10.4. For deposit payments made at Bank Branches and in ATMs on a day other than a Business Day, the payment is deemed to have been made on the first Business Day after the one on which the payment was made.
- 10.5. A cash withdrawal Instruction is deemed authorised if:
  - a) it was confirmed by a Debit Card PIN; or
  - b) for deposits made at a Bank Branch - it was confirmed with a signature of a person authorised to make deposits; or
  - c) for a device where the Transaction is initiated through confirmation of having a card - upon physical presentation of a Debit Card in the device, unless strong authentication is required under applicable laws.
- 10.6. The Bank reserves the right to refuse to accept damaged or withdrawn banknotes, and also specie - coins other than Polish zloty as well as banknotes in other currencies than the currencies operated by the cashier desk service specified by the Bank for a given Bank Branch. In the case of counterfeit banknotes or coins, the Bank is entitled to refuse to return them.
- 10.7. The Bank will accept a deposit made to the Account in a currency other than the currency of the Account designated in the Instruction, treating it as an Instruction to settle a payment made to the Account designated in the Instruction after converting it into the Account currency at the exchange rate applied by the Bank at the time of the Instruction execution by the Bank, unless otherwise agreed between the Account Holder and the Bank.
- 10.8. The daily maximum limit of withdrawals from an ATM is specified by the TF&C.
- 10.9. The Bank reserves the right to accept withdrawals at Bank Branches in foreign currencies and denominations which are operated by the cashier desk service in those Branches. The Bank reserves the right of processing withdrawals in a foreign currency which are not a multiple of the minimum denomination specified by the Bank for a given Bank Branch, after converting them into Polish zloty at the exchange rate applied by the Bank. The Account Holder making a withdrawal in a foreign currency which is not a multiple of a denomination specified by the Bank, receives a balance of the withdrawal transaction in Polish zloty after conversion into Polish zloty at the exchange rate applied by the Bank.
- 10.10. Withdrawals from Bank's own ATMs are processed in a currency operated in a given ATM, in accordance with that ATM's instructions. Any use of a Debit Card in Bank's own ATMs is subject to relevant provisions of Chapter 16 of these Terms and Conditions.
- 10.11. The Bank specifies a cash withdrawal amount in the TF&C, which, if exceeded by the Account Holder, needs to be notified in advance. The notification may not be given later than 3 Business Days in advance.
- 10.12. A cash withdrawal Instruction is deemed authorised if it was confirmed with a Debit Card PIN or an Identification Card PIN (in a Branch only) or with a signature of a person authorised to act in this capacity (signature authentication can be done in a Bank Branch or where the law does not require strong authentication).
- 10.13. The Bank reserves its right to receive cash deposits at designated Bank Branches in foreign currencies and denominations which are accepted by the cashier desk service in a given Branch. A list of Bank Branches and their locations and information about currencies and denominations accepted by the cashier desk service is available at Bank Branches, on the Bank's Website via Citiphone.

## CHAPTER 11 CITIBANK ONLINE e-BANKING SERVICE

- 11.1. The Account Holder may use Citibank Online only through their Representative. Access to Citibank Online is enabled after conclusion of the Account Agreement, and made available after logging into the system with the Sheet.
- 11.2. Through Citibank Online it is possible:
  - a) to obtain information about the Account status and Transactions on the Account,
  - b) to place Instructions and make Transactions on the Account,
  - c) to submit complaints and inquiries,
  - d) submit other requests specified by the Bank and made available via Citibank Online.
- 11.3. A blockade of a Card makes it impossible to place any Instructions via Citibank Online.
- 11.4. Through Citibank Online it is possible, once authentication is complete, to communicate with the Bank and to place Instructions specified and enabled by the Bank in line with the Table of Functionalities and Authorisations.
- 11.5. The use of the Citibank Online e-banking service requires appropriate hardware and software enabling the Account Holder to access the Bank's websites.
- 11.6. The Bank can provide the Account Holder with computer programs, files and hardware that the Bank deems necessary for the purpose of using Citibank Online.
- 11.7. The manner of operation and using Citibank Online is described in the relevant user manuals available on the Bank's Website. The aforesaid user manuals provide for detailed rules of authentication of authorisations granted by the Bank to enable the use of Citibank Online as well as the rules of procedure required to access the Account via Citibank Online.
- 11.8. Access to Citibank Online is authenticated by entering the user name and password. Where the law requires strong authentication, the Bank can also require such an additional authentication element. To this end, the Bank may, among other things, verify the payment instrument or the device of the Account Holder or the Representative using the method described in point 12.23.
- 11.9. The Account Holder is obliged to keep confidential and not to disclose to third parties any and all information the disclosure of which may undermine the mechanisms ensuring security of Transactions instructed via Citibank Online, including identification data. The Account Holder ensures also that Representatives who have access to Citibank Online will treat such information as confidential and will not divulge it.
- 11.10. If an unauthorised use of Citibank Online is ascertained or for security reasons, and in particular in the event of circumstances which could adversely affect interests of the Account Holder or the Bank, the Bank has the right to introduce additional procedures securing Transaction execution in Citibank Online or block access to Citibank Online for a period determined by the Bank.

- 11.11. For security reasons or due to any other reasons beyond the Bank's control, the Bank has the right to cease the access to Citibank Online temporarily for a period necessary to remove any existing threats or irregularities.
- 11.12. For Citibank Online, the Bank may block a payment instrument after three failed attempts of using such a payment instrument with an authentication code. The blockade is temporary and in effect until the Account Holder or the Representative re-registers with Citibank Online.
- 11.13. For security reasons, the Bank sets up a daily Transaction limit for transactions made via Citibank Online Daily Transaction limits are dependent upon the Representative's profile granted to them by the Account Holder in the Representative Appointment Sheet. In justified cases, irrespective of Transaction limits specified in the Representative Appointment Sheet, the Bank reserves the possibility to unilaterally reduce the daily Transaction limit. In justified cases, the Bank may also modify the daily Transaction limit at the Account Holder's request. The Bank reserves the right to deny an authorised Transaction if 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 a time specified by the Bank as of the moment of their last activity in Citibank Online. The maximum period of inactivity of the Account Holder or Representative may not exceed five minutes.
- 11.15. If a device (e.g. computer, tablet, telephone or other similar device) used for the purpose of Citibank Online services is lost, stolen, appropriated or used or accessed by an unauthorized person, and if the circumstances reasonably lead to believe that there was a suspected infringement of the security of a Payment Instrument, the Account Holder should report that fact promptly to the Bank in order to block the Payment Instrument in CitiPhone at (+48) 22 692 29 00 or in a Bank Branch.
- 11.16. The Bank publishes current information on the principles of correct and safe use of e-banking services and online payment services, as well as warnings against significant threats related to the use of e-banking or mobile banking services, by posting messages in the Citibank Online service, available after logging in, and on the Bank's Website. The Bank may additionally inform the Account Holder about publication of important information in Citibank Online by sending a message to the Primary E-mail Address.
- 11.17. The Account Holder undertakes to use Citibank Online in accordance with applicable laws, including these Terms and Conditions. Any use of Citibank Online in breach of the law may serve as the basis for termination of the Agreement or blocking the access to Citibank Online. It is forbidden to share contents of unlawful nature via Citibank Online.
- 11.18. Information about changes in the scope of the Citibank Online functionalities and about dates of their introduction is available on the Bank's websites or will be sent to the Account Holder on another electronic carrier.
- 11.19. Fees charged for the use of the Citibank Online service are specified in the TF&C.
- 11.20. Instructions submitted via Citibank Online (including via Pay by Link (Płacę z Citi Handlowy)) are deemed authorized if their execution is approved by doing the following:
- logging in to Citibank Online, placing a complete Instruction in a required form, confirming the Instruction in line with confirmation rules determined in the bank documentation, by using the right function key used to submit the Instruction to the Bank, unless the Bank requires strong authentication, or
  - logging in to Citibank Online, placing a complete Instruction in a required form, confirming the Instruction in line with confirmation rules determined in the bank documentation, by using the right function key used to submit the Transaction to the Bank, and entering the appropriate Authorisation Code, unless the Bank requires strong authentication.
- In the case of Payment Instructions submitted via a Third Party Provider, information required for submission of a complete Instruction are provided by the Third Party Provider.
- 11.21. The Account Holder who uses a joint service for their Account and their Personal Account as described in point 3.3 of these Terms and Conditions, may place Instructions from the Account via Citi Mobile only after logging in to the system as an individual client. Access via Citi Mobile is provided by the Bank within a limited scope and as part of limits available under an Agreement for Deposit Products for individual clients of the Bank.
- 11.22. The use of Citibank Online and Citi Mobile by the Client requires appropriate hardware and software that would enable the Client to access to Citibank Online and Citi Mobile, including:
- access to a computer or another device with an operating system supporting popular web browsers, e.g. Internet Explorer, Google Chrome, Mozilla Firefox;
  - enabled cookies and javascript;
  - enabled TLS protocol 1.2;
  - Adobe Acrobat Reader version 9.0 or newer, installed to handle PDF files;
  - transfer to/ from an external network (for a single workstation) min. 128 kb/s (we recommend 512 kb/s);
  - open http (80) and https (443) ports.
- 11.23. Where the Account Holder or the Representative uses a device operating within the Internet, in order to conduct authentication or strong authentication, the Bank may use a method based on testing a specified set of features and properties of that device, to obtain a reasonable assurance that device was earlier used by the Account Holder or the Representative to submit a payment instruction or to perform any other act - provided that the device is used only by the Account Holder or the Representative. If the Bank uses the method described in this point 12.24 as part of strong authentication, the Bank will treat the verified device as one of the elements of strong authentication.

## CHAPTER 12 CLIENT TELEPHONE SERVICE - CITIPHONE

- 12.1. The Account Holder may obtain information and place instructions concerning the Account over the phone via CitiPhone only through the Representative. The Representative may use CitiPhone provided that they have a touch-tone telephone to establish connection with the relevant number specified by the Bank.
- 12.2. Contact with the Bank via CitiPhone is possible after a relevant verification by the Bank.
- 12.3. A blocked Card makes it impossible to place instructions in CitiPhone if the Card is one of the authentication elements.
- 12.4. Instructions submitted via CitiPhone will be deemed authorized if their execution was permitted by entering the number of a Debit Card or an Identification Card and confirmation with the CitiPhone PIN or just by entering the CitiPhone PIN in a situation where the Incoming Call Identification Service is available.
- 12.5. The Representative establishes and changes the CitiPhone PIN via CitiPhone.
- 12.6. The Account Holder is obliged to keep confidential and not to disclose to third parties any and all information the disclosure of which may undermine the mechanisms ensuring security of Transactions instructed via CitiPhone, including that of Identification Codes, personal data or Account history. The Account Holder ensures also that Representatives who have access to CitiPhone will treat such information as confidential and will not divulge it.
- 12.7. Provision of a CitiPhone PIN when using CitiPhone operates as confirmation of Instructions submitted to the Bank via CitiPhone by the Account Holder, and it also operates as authorisation for the Bank to execute them. The said authorisation is binding for the Bank also in a case where a phone Instruction was submitted by an unauthorised person if that person provided a correct CitiPhone PIN.

- 12.8. The Bank is entitled not to execute a phone Instruction if it suspects that it was placed by an unauthorised person. In any such a case the Bank is entitled to contact the Account Holder or the Representative in order to obtain an additional confirmation of the Instruction.
- 12.9. All telephone calls held with Bank's representatives may be recorded and may be used as evidence. In the event of any dispute concerning accuracy of the oral verification in CitiPhone and the content of the Instruction placed, conversation recorded on an electromagnetic carrier will operate conclusive evidence. Recording is aimed at ensuring security of the Account funds.
- 12.10. Carriers with telephone instructions recorded on them as well as written confirmation of such Instructions will be filed in accordance with general regulations governing the time and method of filing bank documents.
- 12.11. The Bank reserves the right of telephone communication with the Account Holder or the Representative without a prior notice of such intention.
- 12.12. Transactions placed over the phone will be confirmed by the Bank on a Statement or, at the Account Holder's request, in a separate confirmation which will give rise to a fee as stated in the TF&C.

### CHAPTER 13 CITIALERTS SERVICE

- 13.1. The Account Holder may activate or modify CitiAlerts settings at any time.
- 13.2. Depending on the type of information transmitted, messages are sent in real time (CitiAlerts Premium) or on a daily basis (CitiAlerts Standard).
- 13.3. Messages generated on a daily basis (CitiAlerts Standard) are sent from Tuesday through Saturday (excluding a Business Day immediately following statutory holidays). A message will be sent not later than on the second Business Day after the Transaction giving rise to the message generation.
- 13.4. The Bank undertakes to start sending the notifications no later than on the third Business Day following the day on which the Account Holder submits an Instruction to activate the CitiAlerts service.
- 13.5. If the CitiAlerts Standard Package is selected, any generated messages pertain the principal Account only. If the CitiAlerts Premium Package is selected, any messages about changes will pertain to all Account Holder's Accounts.
- 13.6. The fees charged for using the CitiAlerts service are specified in the TF&C.
- 13.7. For important security reasons, and in particular in the event of a suspected access to the CitiAlerts service by unauthorised persons, the Bank has the right to block the access to CitiAlerts.

### CHAPTER 14 SECURITY

- 14.1. In case of doubts concerning the authenticity or credibility of information regarding correct and safe use of online payment services, the Account Holder should confirm the authenticity and credibility of such information on the basis of information published on the Bank's website (<https://www.online.citibank.pl/bezpieczenstwo.html>) or contact the Bank via CitiPhone.
- 14.2. When logging in to Citibank Online, the Representative should use hardware protected with a firewall, which helps protect the computer against online attacks.
- 14.3. The Client is obligated to store the Payment Instrument with due diligence, keep the Identification Codes strictly confidential, not to store the Payment Instrument together with an Identification Code and not to make the Payment Instrument or Identification Codes available to unauthorized persons.
- 14.4. When logging in to Citibank Online or Citi Mobile, the Representative should use hardware with up-to-date versions of the following software installed:
  - a) anti-virus software;
  - b) operating system; and
  - c) web browser.
- 14.5. The Citi Mobile Application should be downloaded only from authorized stores with Google Play and AppStore applications.
- 14.6. The Account Holder/ Representative should not open or reply to e-mails in which they are asked to provide personal data or Identification Codes. Such cases should be reported to the Bank.
- 14.7. The Account Holder/ Representative should not open suspicious-looking links or attachments of unknown origin received in e-mails, text messages, MMS messages and push messages.
- 14.8. Neither the Bank nor its employees will ask for:
  - a) Identification Codes;
  - b) the CVC2 number shown on the Debit Card's reverse;
  - c) Authorization Codes.
- 14.9. When logging in to Citibank Online or Citi Mobile, the Bank will not ask to provide the telephone type, telephone number, and will not instruct installation of software on the Representative's phone.
- 14.10. The Bank publishes information on the principles of correct and safe use of Citibank Online and Citi Mobile and online payments on its website (<https://www.online.citibank.pl/bezpieczenstwo.html>).
- 14.11. The Bank publishes up-to-date information on security procedures that are relevant for Corporate Clients with regard to providing payment services by the Bank, on principles of correct and safe use of Citibank Online and Citi Mobile and online payment services, as well as warnings against significant threats related to the use of e-banking or mobile banking services, or security incidents, by way of posting messages in Citibank Online available after logging in, and on the website indicated in point 14.10.
- 14.12. The Bank may additionally inform about important information published in Citibank Online by sending a message to the Primary Electronic E-Mail Address. Any case of fraud or suspected fraud will be notified by the Bank via text message (SMS) or over the phone. The Bank seeks to raise the awareness, provides support and advice on security risks related to payment services, including all irregularities in the security area. The Account Holder may request that the Bank provide support and advice via communication channels referred to in point 14.14 below.
- 14.13. If a device (e.g. computer, tablet, telephone or other similar device) used by the Representative for the purpose of Citibank Online services is lost, stolen, appropriated or used or accessed by an unauthorized person, and if the circumstances reasonably lead to believe that there was a suspected infringement of the security of a Payment Instrument, the Representative should report that fact promptly in order to block the Payment Instrument in CitiPhone at (+48) 22 692 29 00 or in a Branch. The request referred to in this section is free of charge.
- 14.14. If a security incident must be reported, the Account Holder/ Representative should contact the Bank immediately via Citibank Online or via CitiPhone or report the incident in a Bank Branch. The request referred to in this section is free of charge.
- 14.15. The Bank will apply security measures which are considered adequate to secure against operational risks and the security risk pertaining to the Bank's payment services. The security risk may be related to inadequate or unreliable procedures or external events that have or may have an adverse effect on the availability, integrity and confidentiality of information and communication systems or information used by the Bank to provide payment services. The security risk is for instance a risk of cyberattacks or inadequate physical security.

- 14.16. In the case of a serious operational incident or a Bank security incident, including an ICT incident, which has or may have an effect on the Corporate Client financial interests, the Bank will:
- notify the Account Holder/ Representative who use the Bank payment services about the incident without undue delay; and
  - inform about available measures that may be taken to mitigate negative effects of the incident and, in so far as it is possible, it will take action to mitigate the negative effects of the incident.
- The incident, as referred to above, means any unexpected event or a series of events having an adverse effect on integrity, availability, confidentiality, authenticity or continuity of payment services provided by the Bank, or representing a significant probability that such an effect will materialise.
- 14.17. Depending on the nature and criticality of the aforesaid incident, the Bank will make a contact via:
- CitiPhone;
  - Citibank Online or Citi Mobile;
  - the Bank's website ([www.citibank.pl](http://www.citibank.pl)).
- The Bank may also use other communication channels in order to ensure effective communication with the Corporate Client.
- 14.18. The Bank will inform about unsuccessful attempts of accessing the Account or about attempts undertaken or unsuccessful attempts to make a payment transaction via Citibank Online or a text message (SMS).
- 14.19. In its official communication, the Bank can provide links within the [citi.me](http://citi.me) or [citibank.pl](http://citibank.pl) domains, for redirection to the selected subpage of the Citibank Online service or to the Bank marketing pages.
- 14.20. The Bank will regularly inform the Account Holder about security procedures pertaining to payment services provided by the Bank. Information about the security procedures is available under: <https://www.online.citibank.pl/bezpieczenstwo.html>.
- 14.21. To the extent provided for in this Chapter, the Corporate Client is obliged to act in compliance with recommendations and information provided by the Bank.

## CHAPTER 15 COOKIES

- 15.1. Please be informed that the Bank uses cookies in its network in order to ensure its correct operation and to store User preferences. The Bank warrants that cookies do not store personal data of users. Unless the user consents to the installation of cookies, some network functionalities will not be available. Detailed information can be found on [www.citibank.pl](http://www.citibank.pl) in the Cookie Policy section.

## CHAPTER 16 CARD

- 16.1. Once the Account is opened, the Bank issues at least one Debit Card or an Identification Card. The Debit Card or the Identification Card are issued based on the Agreement and the Terms and Conditions. Depending on the Package selected, the Account Holder has the option of receiving additional Cards under the Package fee or as an additional Product against a fee set out in the TF&C. The Account Holder uses the Card through a Representative only.
- 16.2. The Bank informs about the validity term of the Card by displaying it on the Card or by providing appropriate information on a durable medium.
- 16.3. Cards are issued for a validity term indicated on the Card, and if neither Party submits a notice of non-renewal of the Agreement with respect to the Card no later than 30 days before the Card expiry date, the Agreement provisions pertaining to the Card will be deemed to have been renewed for another period the length of which corresponds to the validity term initially stated on the Card. The Bank will inform the Account Holder in writing, to the Mailing Address, about its intention not to renew the Card validity term. The Card validity term will not be renewed either in the event that sending a notice involved a risk of disclosing bank secret to a third party by the Bank.
- 16.4. The Card can be used exclusively by the Representative who is its user nominated by the Account Holder.
- 16.5. Cards should be used in accordance with the Terms and Conditions, the Agreement and generally applicable laws.
- 16.6. Cards are issued to the Account Holder or to Card users at a Bank Branch, or are sent to the Mailing Address with the aim to be forwarded to Card users.
- 16.7. Promptly upon receiving the Card, the Representative is obliged to sign it permanently, and to activate it. The Card activation is possible via Citibank Online (excluding Citi Mobile), CitiPhone or in a Bank Branch. For Cards sent by mail, activation occurs upon acknowledgement of receipt of the mail containing an intact Card.
- 16.8. The Bank is the owner of issued Cards. The Account Holder undertakes to return Cards upon each request of the Bank. Each Representative may be a user of only one Debit Card or an Identification Card.
- 16.9. The Account Holder has the right to use a Card throughout its term of validity shown on the Card, which expires on the last day of the month indicated on the Card:
- at Bank Branches;
  - via CitiPhone after entering their CitiPhone, PIN;
  - in ATMs after entering their Debit Card PIN, unless the Bank does not require a strong authentication;
  - in Cashless Transactions at retail and service outlets or in Cash Back Transactions, whereby the Transaction is confirmed by a signature (if no strong authentication is required under the law) or by a Debit Card PIN;
  - in Cashless Transactions without physical use of the Debit Card via the Internet, provided that the Debit Card issued has this functionality;
  - in Contactless Transactions with Acceptors marked with Mastercard PayPass.
- 16.10. ATM Transactions, Cashless Transactions, including Contactless Transactions done in retail and service outlets marked with the card symbol as well as Cash Back Transactions done with a Debit Card are posted on the principal Account unless the Account Holder defines it otherwise. Re-linking a Debit Card to an auxiliary Account of the Account Holder may involve a fee in accordance with the TF&C to be charged to the Account, depending on the Package.
- 16.11. Identification Codes are to be kept strictly confidential.
- 16.12. The Representative establishes and changes the PIN to the Card via Bank's ATMs and other selected ATMs that provide such a functionality, via CitiPhone or in Bank Branches. The Representative can also change a Card PIN in Citibank Online (excluding Citi Mobile).
- 16.13. A cash withdrawal made from ATMs in Poland or abroad using a Debit Card is subject to restrictions provided by applicable laws. Funds deposited on the Account can be withdrawn through ATMs using a Debit Card, within a balance limit available on the current Account that is linked with that Debit Card, subject to Transaction limits and potential fees and commissions.
- 16.14. The Representative may receive a print-out from an ATM confirming each Instruction placed by them and executed through ATMs. This confirmation is a sufficient evidence of a Transaction completion.
- 16.15. Completion/ authentication of a Cashless Transaction using a Debit Card in retail and service outlets is confirmed by a signature (if no strong authentication is required under the law) or by a Debit Card PIN, and for cash withdrawals in Cash back Transactions, such cash withdrawal is confirmed (authenticated) only by entering A Debit Card PIN.

For a Contactless Transaction:

- a) over the amount limit or in cases where the Bank requires strong authentication, a Transaction is deemed authorised when the Debit Card PIN is confirmed. In cases where the Bank does not require strong authentication, a Contactless Transaction above the amount limit may be also authenticated by signature;
- b) up to and including the amount limit, a Transaction is deemed authorized upon providing details of the Debit Card recorded in the Contactless Module which are required for execution of the Transaction, by tapping the Debit Card on the device enabling data saved in the Contactless Module to be read. If the Bank requires strong authentication, a Contactless Transaction up to and including the amount limit may be authenticated additionally upon entering the Debit Card PIN. For Cash Transactions, a Transaction is authenticated upon entering the Debit Card PIN;
- c) in other instances of Contactless Transactions than those specified in points a) and b) above, where the Bank is not obligated to apply strong authentication under the applicable laws, a transaction is deemed authorized upon providing details of a Debit Card saved in the Contactless Module as are required to execute the transaction, by tapping the Debit Card on the device enabling data saved in the Contactless Module to be read.

Limits applicable to Contactless Transactions not requiring strong authentication outside Poland are determined by Payment Organizations, and may differ from those specified in the transaction limits Table. The limits for transactions referred to in the preceding sentence are defined on the websites of Payment Organizations operating for a given country.

For transactions executed remotely without physical presentation of a Debit Card (executed over the phone, in writing or via the Internet), a transaction is authorized upon providing details of the Debit Card or its user, depending on the Recipient's requirements, including name and surname, Identification Code, number and expiry date of the Debit Card or CVC2 code shown on the Debit Card's reverse.

The Bank provides its Clients with means of securing transactions that are executed without physical use of Debit Cards via the Internet, in the form of 3D Secure , **which operates through Authentication via Citibank Online**. The Recipient of a transaction executed without physical use of a Debit Card via the Internet may require its additional confirmation with a 3D Secure Password **and Authentication via Citibank Online**.

16.16. Amounts of Transactions executed in foreign currencies are converted into the settlement currency at the exchange rate of the payment organization, and then posted on the Account linked with the Debit Card. When the currency of the Account linked with the Credit Card and the settlement currency are different, Transaction amounts will be settled in the following way:

- a) For cash withdrawals from ATMs marked with the Citi or Citibank logo, Transactions are converted from the settlement currency, i.e. US dollar (USD), into the currency of an Account linked with the Card, at the exchange rate applied by the Bank at the time of the Transaction is execute; if the Transaction currency and the currency of the Account linked with the Card are the same, the Transaction is posted without currency conversion;
- b) For the remaining Transactions, the amounts of such Transactions are converted from the settlement currency, i.e. US dollar (USD) or pound sterling (GBP) for Transactions executed in those currencies, or in other cases from the settlement currency - euro (EUR) into the currency of the Account linked with the Card, at the exchange rate listed in the most recent exchange rate table applied by the Bank on the Transaction posting day. The above exchange rates are available on the Bank's Website, via CitiPhone or at Bank's Branches.

16.17. Transactions made with a Debit Card are posted on the Account linked with the Debit Card. Cash, Cashless as well as domestic or international Cash Back Transactions made with a Card can be executed from an Account operated in Polish zloty (PLN), euro (EUR), US dollars (USD) or pounds sterling (GBP) if such Account is linked with that Card at the time of the Transaction execution or from an Account operated Polish zloty (PLN) in any other case.

For Transactions made with a Debit Card, an instruction will be deemed to have been received upon the receipt by the Bank of the information (electronic settlement file) concerning the Transaction from a Clearing Institution.

16.18. A Debit Card holder is responsible for Transactions made remotely without physical presentation of the Debit Card if they were confirmed with a valid Card PIN or a CitiPhone PIN.

16.19. In the event of destruction, loss, theft or disclosure of Card details to an unauthorised person, the card user is obliged to deactivate the card immediately.

16.20. The Bank confirms a Card deactivation request in writing if such request was made at a Branch, or orally - if the request was made via CitiPhone.

16.21. The Bank has the right to deactivate (block) the Card:

- a) if there is a suspicion of an unauthorized use of the Card or an intentional action leading to an unauthorized Transaction;
- b) for other justified reasons to ensure security of the Card;
- c) if the Card deactivation obligation results from generally applicable laws.

The Bank has the right to block the Card following three unsuccessful attempts to use the Card and its authentication code. In such a case the blockade is temporary and in effect until the Card is unblocked by the Client. In such case, it is still possible to make payment instructions that do not require an Identification Code.

The Bank informs the Account Holder about Card deactivation via CitiPhone or by sending a relevant message to the Primary Mobile Telephone Number or the Primary Electronic Mail Address after deactivation is completed. The above does not apply to cases when passing the Card deactivation information would be unreasonable due to security reasons or prohibited under generally applicable laws.

16.22. Card cancellation does not operate as termination of the Agreement.

16.23. Subject to point 16.21 regarding a blockade imposed due to unsuccessful attempts of using the Card and its authentication code, Card deactivation means that it cannot be used to gain access to the Account funds, make Cash and Cashless Transactions or instruct authorised Transactions in Citibank Online.

16.24. For security reasons, the Card number and its validity date should not be disclosed to third parties for purposes other than execution of Transactions.

16.25. If the Account Holder questions a Transaction made with an Identification Code, the Bank can deactivate the Debit Card and suspend issuance of a new one until the matter is clarified.

16.26. If a Card is lost, stolen, renewed or exchanged, the Bank can send a newly issued Card to the Account Holder to the Mailing Address.

16.27. **In the event of an exchange or renewal of a Debit Card, the Bank will automatically update the card details with the transaction recipient. The above applies to Debit Card details that were registered by the Client with the recipient of transactions executed without physical use of the Debit Card via the Internet .**

16.28. The Account Holder bears responsibility towards the Bank for consequences of using Cards by third parties, save for exceptions referred to in the Terms and Conditions, the Agreement or generally applicable laws, including the Act.

16.29. If the Card is used not in accordance with the Terms and Conditions, the Agreement and the laws, the Account Holder is obliged to notify the Bank forthwith and request deactivation of the Card.

The Parties accept a possibility of resignation by the Account Holder from a Debit Card or an Identification Card without terminating the Agreement at the same time, however, resignation by the Account Holder from all their Cards will operate as Agreement termination. In any such a case, provisions of Chapter 22 of these Terms and Conditions will apply accordingly.

## CHAPTER 17 DEPOSITING FREE CASH

- 17.1. Free cash can be deposited on a term Deposit or an Interest-Bearing Corporate Account in PLN.
- 17.2. A term Deposit is opened following an Instruction, which includes information about the currency, amount and type of the term Deposit as well as the Contractual Term and renewal options.
- 17.3. A term Deposit is opened as a fixed-interest deposit.
- 17.4. Contractual Terms, minimum amounts of term Deposits, available currencies and interest rate are specified in the Interest Rate Table.
- 17.5. A term Deposit is opened based on an Agreement and subject to the Terms and Conditions once funds are transferred from an Account designated upon submission of an Instruction to open a term Deposit. After termination or cancellation of a term Deposit, the funds with any interest thereon are transferred back to the same Account from which the term Deposit was created. If a term Deposit expires, the funds will be available on the maturity date of that term Deposit. If a term Deposit is cancelled, the funds will be available on the day of receiving an Instruction for cancelling the term Deposit and not later than on the next Business Day after receiving an Instruction for cancelling the term Deposit.
- 17.6. If an Instruction is placed for opening a term Deposit on a day other than a Business Day, the term Deposit will be opened on a next Business Day.
- 17.7. If the term Deposit maturity date falls on a day other than a Business Day, the term Deposit will mature on a next Business Day.
- 17.8. The Contractual Term for all term Deposits is calculated using the actual number of calendar days.
- 17.9. For term Deposits, interest accrues in the proportion of 1/365 (for PLN and GBP) and 1/360 (for EUR, USD) of the annual interest rate for each day as of the day opening or renewing the term Deposit until the last-but-one day of the Contractual Term, and will be added to the term Deposit balance or to the current Account balance as instructed by the Account Holder on the term Deposit maturity date, unless the term Deposit was opened subject to different terms and conditions.
- 17.10. Interest on Deposits is determined, in accordance with the Instruction, based on a fixed interest rate applied by the Bank on the first day of the Contractual Term. A fixed interest rate is not subject to changes throughout the contractual term of the term Deposit.
- 17.11. The Bank opens an Interest-Bearing Corporate Account based on an Agreement and the Terms and Conditions, in accordance with the Instruction placed by the Account Holder.
- 17.12. An Interest-Bearing Corporate Account in PLN is an interest-bearing Account payable on demand, intended to keep funds and make money settlements. **Funds deposited on the Interest-Bearing Corporate Account in PLN accrue interest in accordance with the Account Interest Rate Table.**
- 17.13. Interest rate on funds deposited on the Interest-Bearing Corporate Account in PLN is accrued in the currency in which those Accounts are operated, as of the day of making a deposit on the Account until the day preceding the one on which the funds were withdrawn (including that day).
- 17.14. If not otherwise stipulated in the Agreement, any interest accrued on funds deposited on the Interest-Bearing Corporate Account in PLN will be paid out in monthly settlement periods or, if the Agreement is terminated, on the day preceding the one on which the Agreement was terminated. Interest accrued during a given settlement period is added to the balance of the Interest-Bearing Corporate Account in PLN on the first day of the next settlement period or on the day the Agreement is terminated, respectively.
- 17.15. Interest is accrued on the Interest-Bearing Corporate Account in PLN for the actual number of days in the proportion of 1/365 of the annual interest rate for each day as of the day the deposit was made if it is a Business Day (if the deposit day is not falling on a Business Day then as of a next Business Day) until the day preceding the withdrawal, and is added to the Account in line with point 17.14.
- 17.16. The Bank charges fees and commissions set forth in the current TF&C applicable to the given Package for services provided in connection with operating an Interest-Bearing Corporate Account in PLN.
- 17.17. The variable interest rate of the Interest-Bearing Corporate Account in PLN may be changed by the Bank if one of the conditions referred to in point 5.2 materialises.
- 17.18. Term Deposits and Interest-Bearing Corporate Accounts in PLN may not be used by the Account Holder for depositing free funds not related to the business activity.
- 17.19. Information about term Deposits can be viewed in Citibank Online for all Representatives irrespective of whether they have access to the Account from which the term Deposit was created or not.

## CHAPTER 18 FOREIGN CURRENCY INSTRUCTIONS

- 18.1. A Foreign Currency Instruction means an Instruction of a spot conversion of a base currency into a target currency, in line with the Instruction, at the exchange rate accepted in the Instruction.
- 18.2. A Contingent Foreign Currency Instruction means a contingent Instruction for a transaction involving conversion of a specific base currency into a target currency, in line with the Instruction, at the exchange rate stated in the Instruction. A Foreign Currency Instruction is executed at the time the exchange rate stated in the Instruction materializes. A Contingent Foreign Currency Instruction can be submitted for a specified or unspecified time. If the exchange rate stated in the Instruction is not achieved, the Contingent Foreign Currency Instruction submitted for a specified time expires upon the lapse of the period for which it was placed. A Contingent Foreign Currency Instruction submitted for an unspecified time expires or is modified when the Bank receives a statement of cancellation or modification of the Instruction. A Contingent Foreign Currency Instruction may be cancelled or modified not later than up to the moment of its execution by the Bank.
- 18.3. A base currency is the currency in which the Bank operates the Account designated in the Instruction. A target currency is the currency in which funds are to be obtained after execution of a Foreign Currency Instruction or a Contingent Foreign Currency Instruction.
- 18.4. A Foreign Currency Instruction may be submitted via Citibank Online e-banking service, **via CitiPhone**, at the Branch, via the FX market specialist recorded hotline on business days from 9:00 **till 17:00**.
- 18.5. A Contingent Order **may be submitted via Citibank Online e-banking service on business days**
- 18.6. A Foreign Currency Instruction and a Contingent Foreign Currency Instruction may involve the following base and target currencies: PLN, EUR, USD, CHF, GBP, SEK, DKK, HUF, CAD, AUD, NOK, CZK.
- 18.7. A Foreign Currency Instruction or a Contingent Foreign Currency Instruction will be processed by the Bank on the condition that funds are available on the Account which was designated in the Instruction, and they are sufficient to process that Order at the time of its execution, and provided that an Account in the target currency is designated to be credited with the amount stated in the Foreign Currency Instruction or the Contingent Foreign Currency Instruction.
- 18.8. Upon submitting a Contingent Foreign Currency Instruction, the Bank will block funds on the Account as are sufficient to process the Contingent Foreign Currency Instruction, at the exchange rate indicated in the Instruction.
- 18.9. The Bank sets the minimum amount for a Contingent Foreign Currency Instruction accepted by the Bank. Information about that minimum amount is available in Branches and via Citibank Online.
- 18.10. Processing of a Contingent Foreign Currency Instruction may depend on additional conditions as listed below if agreed between the Parties. The Bank accepts the following types of Contingent Foreign Currency Instructions:

- a) standard orders executed at the exchange rate stated in the instruction;
- b) if done (ID) – a combination of two contingent foreign currency instructions, whereby instruction II is considered placed if instruction I was executed beforehand;
- c) one cancels the other (OCO) – a combination of two contingent foreign currency instructions, whereby if one of them is executed the other is automatically cancelled; the first contingent foreign currency instructions to be executed is the one the exchange rate of which materializes sooner;
- d) if done, one cancels the other (IOCO) – a combination of three instructions, whereby instructions II and III are considered placed after execution of instruction I; if one of the two other contingent foreign currency instructions (II or III) is executed, the third, remaining contingent foreign currency instruction is cancelled; the first instruction to be executed is the one the exchange rate of which materializes sooner.

## CHAPTER 19 SCOPE OF BANK'S RESPONSIBILITY

- 19.1. Term deposits and other liabilities of the Bank in any currency are payable only at the Bank within the territory of Poland, and they are governed by the law and regulations of the Republic of Poland and in particular the Polish Banking Law and the Foreign Exchange Law.
- 19.2. If no instruction is issued by the Account Holder, the Bank has the right, as it deems appropriate, to choose a correspondent, who is a third party, or an agent, and employ services of such a correspondent or agent within a scope necessary for the Bank to perform its obligations as the Account operator. Pursuant to the Bank Guarantee Fund Act ("BFG Act"), the Bank is covered by a mandatory system of guarantees of funds deposited on bank accounts and of depositors' receivables issued under bank securities, which are proved by personal documents given out in specific names or deposit certificates given out in specific names, if issued before 2 July 2014. The mandatory funds guarantee system is aimed at ensuring that depositors can withdraw their guaranteed funds up to the amount specified by the BFG Act, on the condition that the guarantee condition is met. Pursuant to the BFG Act, the guarantee is to cover depositors' receivables up to the amount corresponding to guaranteed funds increased by interest accrued as of the day of meeting the guarantee condition, at the interest rate stated in the bank account agreement, irrespective of their due dates. With the day of fulfilling the guarantee condition, the depositor becomes eligible for a cash benefit from the Bank Guarantee Fund. Within the meaning of the BFG Act, a depositor is a natural person, a legal person, an organisational unit without legal personality, who are granted the legal capacity under a separate legislative act, school savings unions, employee provident funds. In addition, if the Bank operates a fiduciary account, a depositor is every trustor within the limits of their respective share in the amount deposited on the account, as well as the trustee with respect to the remaining amount. If the Bank operates an account for an investment company, a depositor is every client of the investment company within the limits of their respective share in the amount deposited on that account, Receivables of the following institutions and organisations are not covered by the BFG guarantee: State Treasury, the National Bank of Poland, banks, foreign banks, credit institutions referred to in the Polish Banking Law, National Association of Cooperative Savings and Credit Unions and the individual cooperative savings and credit unions, financial institutions, investment companies and renowned investors from third countries in accordance with Article 4 of Regulation no. 575/2013 of 26 June 2013 on prudent approach requirements for credit institutions and investment companies, persons and entities unidentified by the Bank, domestic and foreign insurance companies and reinsurance institutions, investment funds, investment fund corporations, foreign funds, managing companies and branches of investment societies, open-end pension funds, employee pension funds, general pension societies and employee pension societies, local government units and public bodies of a Member State other than the Republic of Poland and a third country, in particular central or regional governments or local government units of those countries.
- 19.3. The guarantee cover does not extend over funds deposited towards shares, admission fees and members contributions in co-operatives, depositor's funds if such funds are deposited in bank accounts which did not show any transactions over a period of 2 years prior to the day of meeting the guarantee condition except for accruing interest or charging commissions or fees, and their total is less than an equivalent in PLN of EUR 2.5 - if those were to be the only depositor's funds covered by the guarantee, electronic money and funds received in lieu of electronic money. The guarantee cover is not granted to deposits (receivables at the Bank) resulting from bank transactions executed with the Bank which were not confirmed by a personal document bearing a name and issued by the Bank (e.g. receivables resulting from a Bank's bearer bill), activities other than banking activities, as well as receivables arising towards an entity who is not covered by the guarantee system, in a situation where the Bank acts solely as an intermediary in conclusion of the agreement with that entity. If the guarantee condition is met, the Bank Guarantee Fund will pay out funds guaranteed up to the statutory amounts. Currently a full guarantee is offered to deposits not exceeding the PLN equivalent of EUR 100,000, save for instances listed in the BFG (Bank Guarantee Fund) Act. Detailed information about amounts and scope of the guarantee can be found in the BFG Act. Irrespective of the currency in which the deposit is denominated, the guarantee funds are disbursed in PLN after converting the value at the average exchange rate of the NBP as of the day of fulfilling the guarantee condition. Some deposits not covered by the BGF guarantee (above EUR 100,000 or its equivalent in different currencies) represent depositor's receivables in the Bank's insolvency estate, and may be recovered in the course of distribution of the Bank's estate during bankruptcy proceedings. If the bankrupt Bank is acquired by another bank, the new owner will assume the liabilities existing towards the Account Holders. If the BFG Act is amended, as a result of which the amount of deposits covered by the BFG guarantee changes, the Bank will inform the Account Holder about that fact in a separate letter, and it will not require acceptance of the Account Holder.
- 19.4. As a public company, the Bank is obligated to publish quarterly financial statements, which are made public via the Financial Supervision Authority (KNF), and are also available on the Bank's Website.
- 19.5. The Bank will do the following with respect to any and all instructions of the Account Holder submitted to the Bank and concerning a change of/ amendment to:
- terms and conditions of the Agreement,
  - the use of additional services,
  - the access scope of the Account Holder and the Representatives to the Account, or information about changing:
    - Authorised Representatives and Representatives,
    - the representation method of the Account Holder including due to the change of their legal form,
    - persons authorised to grant further powers of attorney;
    - mailing details of the Account Holder and the Representatives, they will be **immediately**:
- a) **verified for** accuracy and genuineness of the documents submitted or
  - b) **verified to confirm** the accuracy and authorisation to submit a specific instruction for Instructions submitted via Citibank Online and CitiPhone.
- Information about **execution of the instruction** will be available:
- via Citibank Online;
  - in Bank Branches and in CitiPhone.
- 19.6. The Bank reserves the right to partially limit the access to the Account when experiencing technical difficulties.

## CHAPTER 20 BANK SECRET, CONFIDENTIALITY, PERSONAL DATA PROTECTION

- 20.1. The Account Holder agrees to disclosure by the Bank, to subsidiaries, holding companies or entities associated with the Bank and Citigroup Inc., which are listed at [www.citihandlowy.pl/strefaklienta](http://www.citihandlowy.pl/strefaklienta), of information and documents provided by the Account Holder, including such information which enable evaluation of its creditworthiness, on the cooperation between the Account Holder and the Bank, information on receivables, conditions of offering products, including price conditions, transactions, turnover and balances on the Account, as well as information about the Account Holder generated by the Bank or processed by it as part of processes operated at the Bank.
- 20.2. The Bank may process personal data in foreign centres and calculation centres of Citigroup, of which the Bank is a part, in order to perform the services and Transactions instructed by the Account Holder, and which are carried out via IT systems of the Citigroup. The Bank warrants full protection of data processed in those centres and an absolute respect for the bank secret. A statement of the Account Holder operates as authorisation to disclose bank secret information to the abovementioned entities.
- 20.3. The Account Holder, who is a natural person or a sole trader, the Authorised Representative and Representatives have the right of access to their respective data and to independently make changes in the following data, based on a document stating that change: name and surname, series and number of ID document and address of residence or registered domicile used solely for identification of that person.
- 20.4. Please be informed that in connection with international money transfers executed via the Society for Worldwide Interbank Financial Telecommunication (SWIFT), the U.S. government administration may have access to personal data. The U.S. authorities have agreed to use personal data obtained from SWIFT exclusively for the purposes of fighting terrorism, while respecting the guarantees provided for by the European personal data protection scheme 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 ("GDPR").

## CHAPTER 21 TERMINATION

- 21.1. The Account Holder may terminate the Agreement at any time upon a 30-day notice period, by submitting a written notice of the Agreement termination to the Bank or by sending a notice of termination to the Bank's address which should be signed in accordance with the representation rules and the specimen signature filed with the Bank.
- 21.2. For 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 subject to a 30-day notice period effective for the remaining partners - joint holders.
- 21.3. The Bank may terminate the Agreement for cause with a 30-day notice period. An important cause include in particular:
- undue performance or non-performance by the Account Holder of their obligations towards the Bank, including a failure of the Account Holder to submit documents or information which they are obliged to provide upon the Bank's request, or a failure of the Account Holder to make any payment for the Bank on the date due;
  - situations where the Bank is prevented from applying financial security measures as required by regulations on anti-money laundering and combating terrorist financing;
  - situations where the Bank is unable to fully identify the nature and purpose of money transfers made via the Bank;
  - situations where the Account Holder refuses or fails to provide additional explanation regarding the ownership and authority structure of the Account Holder;
  - placing the Account Holder on the "public warning" list available on the Polish Financial Supervision Authority (KNF) website;
  - instances where during subsequent 3 months, the absolute monthly average balances on the Account (together with balances on Auxiliary Accounts and term Deposits) will not exceed a minimum balance amount specified in the TF&C;
  - a situation described in Article 60 of the Polish Banking Law;
  - changes in the Bank's IT systems, provided that such changes affect the services or products offered by the Bank;
  - the Bank's decision to discontinue offering a given product or service;
  - using the Account for conducting financial activity other than stated in the register applicable to the given Account Holder;
  - using the Account for:
    - purchases, agency or issuing cheques and cards with pre-coded value, issuing, selling and/or purchasing traveller's cheques, funds transfer service, transfers on behalf of own customers, currency exchange (e.g. physical foreign exchange points, online foreign exchange points, etc.);
  - there is a suspicion of using the Account unlawfully, including for purposes of tax fraud.
  - situations involving suspension or discontinuation of the business activity by the Account Holder, the Account Holder was liquidated or they were crossed out from a relevant register, or they were crossed out from the official register as a VAT payer.
- 21.4. The Agreement may be also terminated by agreement of the Parties without observing the notice period.
- 21.5. If the Agreement is terminated by the Bank, the notice period will commence as of the day of serving the Bank's notice to the Mailing Address. If the Account Agreement is terminated by the Account Holder, the notice period will commence on the day of serving the Account Holder's notice to the Bank.
- 21.6. Expiration or termination of the Agreement results in all the Bank's receivables under the Agreement towards the Account Holder becoming immediately due and payable, cancelling term Deposits and closing of all the Accounts, unless, under the law, a given Account may be closed on the condition of yet other events.
- 21.7. In the event of expiration or termination of the Agreement, the Account Holder is obliged to return all Cards to the Bank.
- 21.8. Prior to the lapse of the notice period, the Account Holder is obliged to provide the Bank with instructions regarding the method of refunding monies deposited on the Account, in the form as directed by the Bank; the Account Holder is obliged in particular to designate a bank account number to which funds deposited on the Account are to be transferred by the Bank. Subject to point 22.12, in the event of an insufficient instruction or no instruction, after the lapse of the notice period, the Bank will close the Account, and any funds deposited there will be posted to internal, zero-interest clearing accounts.
- 21.9. After the lapse of the notice period, all outstanding liabilities between the Account Holder and the Bank must be immediately settled. These Terms and Conditions are binding upon the Account Holder until full settlement of such amounts is completed.
- 21.10. During the notice period, commissions and fees are charged in accordance with the TF&C. The Account is closed free of any charge for the Bank. The Bank does not charge a fee for transfers of Account Holder's funds which were posted on an internal, zero-interest clearing account of the Bank, referred to in point 22.8.
- 21.11. At any time during the 30-day notice period, if a termination notice was submitted by the Account Holder, the Account Holder has the right to declare that they wish to withdraw their declaration of intent with regard to the Agreement termination, in the same form in which the termination notice was made.

21.12. In the event of expiration or termination of the Agreement including due to giving a notice, which would lead to closing the principal Account in a situation where the balance of any VAT Account operated by the Bank for the given the Account Holder as at the time of expiration or termination of the Agreement is positive, the following rules will apply: the principal Account may be closed on the condition that its VAT Account is closed and other VAT Accounts potentially operated for the given Account Holder are closed. The VAT Account may be closed when its balance is no longer positive or in instances provided for by the law. The Account Holder is obliged to provide the Bank with a decision of the tax office Head regarding permission to transfer all funds deposited on each of the VAT Accounts to the principal Account, as this will enable closure of all the VAT Accounts. **If as at the Bank Account closure date, any VAT Account has a positive balance, the Bank will transfer funds deposited in the VAT Account to a separate account operated by the Bank which is not a current account and which will be used to identify the VAT account holder (technical account).** Once funds are transferred from the last VAT Account to the principal Account, the Bank will transfer the funds in line with point 22.8.

## CHAPTER 22 COMPLAINTS

- 22.1. The Account Holder can file complaints concerning the Agreement, including complaints concerning operation of CitiPhone, Citibank Online and Transactions completed with Debit Cards, at any time, in writing, in person in a Bank Branch, via CitiPhone, in an electronic form via Citibank Online after logging in the tab "Contact with Bank" and to the Bank's electronic mail address. The current contact details for submitting grievances and complaints are available on the Bank's website.
- 22.2. Complaints concerning discrepancies of the Account balance should be submitted within the time lines specified in Point 7.1 of these Terms and Conditions.
- 22.3. The Client will be informed about results of the grievance or complaint examination process without undue delay, but not later than within 30 calendar days of the Bank receiving the complaint. For complaints related to payment services provided by the Bank, starting from 15 November 2018, the Bank will respond to complaints within 15 business days of the date of receiving the complaint. In particularly complicated cases which make it impossible to examine the grievance or complaint and respond to it within the aforementioned deadlines, the Bank will send a notification to the Client, where it will:
- explain the cause of the delay;
  - indicate the circumstances that need to be determined to examine the case;
  - specify the expected time for examining and responding to the grievance or complaint, which may not exceed 60 calendar days of the date of receiving the grievance or complaint not related to the Bank's payment services or, starting from 15 November 2018, 35 business days of the date of receiving the complaint for complaints related to the Bank's payment services.
- The aforementioned deadlines will be deemed met if, prior to their lapse, the Bank sends its response to the complaint, and in the case of responding by letter - posts the letter at a post office of the postal operator designated pursuant to Article 3(13) of the Polish Postal Law of 23 November 2012.
- 22.4. Upon the Account Holder's request, the Bank will acknowledge the receipt of a grievance or a complaint in writing or otherwise as agreed with the Account Holder.
- 22.5. The Bank will notify the Account Holder that the Bank's operations are supervised by the Polish Financial Supervision Authority (KNF).
- 22.6. The Bank may reply to a complaint in the following manner:
- by letter sent to the current Mailing Address;
  - using any other durable data carrier;
  - upon the Account Holder's request - by electronic mail sent to the Primary E-mail Address.
- For complaints concerning Bank's payment services, the Bank will reply to a grievance or complaint by letter or, if so agreed with the Account Holder, using any other durable data carrier.
- 22.7. In the event of a complaint relating to a payment service, if applicable to the complaint examination process, the Bank will ask the Account Holder to provide necessary explanation and documents to justify the complaint.
- 22.8. Subject to point 22.9, if the complaint concerns an unauthorised Transaction, the Bank will reinstate the charged Account immediately, yet not later than by the end of the business day following the one on which it received the complaint, to a status which would exist had the unauthorised Transaction not taken place.
- 22.9. The obligation specified in point 22.8 will not arise for the Bank in situations where:
- the complaint was submitted after 13 months of the day the Account was charged,
  - the Bank has justified and duly documented reasons to suspect a fraud, and the Bank will notify law enforcement authorities of the same in writing.
- 22.10. If the complaint procedure ends to no avail, the Account Holder who is a natural person can apply to the Financial Ombudsman for initiating out-of-court proceedings to resolve the dispute between the Account Holder and the Bank. Detailed information concerning initiation and carrying out this kind of proceedings can be found on the Financial Ombudsman's website: [rf.gov.pl](http://rf.gov.pl).
- 22.11. If, after an initial examination of the Account Holder's complaint, including complaints concerning unauthorized payment transactions, the Bank credited the Account with a specific amount or reinstated the charged Account to a status that would exist if the unauthorised transaction had not taken place, and then in consequence of further explanatory proceedings the complaint was rejected or if the Debit Card acceptor or another entity refunded the Account directly, the Bank will charge the Account again with an amount of the complaint earlier credited by the Bank.
- 22.12. Detailed information concerning the procedure of lodging and examining complaints is available on the Bank's Website.

## CHAPTER 23 FINAL PROVISIONS

- 23.1. The Account Holder is obliged to provide the Bank forthwith, at a Branch, via CitiPhone or via Citibank Online to the extent permitted for those services, with any and all information and supply copies of any and all documents which they submit to the registration court to have them recorded in an appropriate register or disclosed in the registration files, and also documents forwarded to the business activity register and to authorities recording freelance occupations.
- 23.2. The Account Holder is obliged to notify the Bank forthwith of each change of persons authorised to handle the Account funds, each change of their addresses and other data provided to the Bank in connection with the Agreement. The disclosure obligation referred to in the preceding sentence does not apply to data changes if that obligation was met by the Representative or an Authorised Representative within the scope and under the procedure described in point 20.3 of these Terms and Conditions.
- 23.3. The Bank reserves the right to refuse to accept a post office box address as the Mailing Address.
- 23.4. In the event of death of the Account Holder who is a sole trader, the Agreement will terminate, and the Bank will close the Account, unless a generally applicable law provision requires continuation of the Account operation and specifies the person authorised to exercise the rights and obligations of the Account Holder. If in spite of death of the Account Holder the Account continues to be operated, the Bank, immediately after receiving information about the Account Holder's death, will block the Account (including blocking or closing Payment Instruments and any access channels to the Account) until a person authorised to exercise rights and obligations

of the Account Holder visits the Bank and until that person proves their authorisation to act in that capacity. The Bank is entitled to terminate the Agreement with immediate effect if the person authorised to exercise rights and obligations of the deceased Account Holder does not visit the Bank and does not prove their authorisation within three months of the Bank having received information about the Account Holder's death; the termination notice will be addressed to the Mailing Address of the Account Holder last known to the Bank. If there are several persons who are either jointly or severally authorised to exercise rights and obligations of the Account Holder, they nominate one person from among themselves who will exercise all the rights and obligations of the Account Holder. Notwithstanding the foregoing, in the event of death of the Account Holder who is a sole trader, the consequences of all powers of attorney and authorisations granted to the Representatives to take any acts in law or any factual acts in connection with the Account will cease.

23.5. If the Account Holder involves natural persons running a business activity in the form of a partnership, death of partners where only one partner remains alive will not result in termination of the Agreement. The Agreement will be transformed into an agreement for a bank Account operated by the Bank for the surviving partner, provided that the partner continues the business activity; this consequence will not materialise, and the Agreement will continue to be binding, if a generally applicable law requires continuation of that partnership and specifies the person authorised to exercise the rights and obligations of the deceased Account Holder in that partnership.

23.6. For the purpose of a regular appraisal of the Account Holder carried out by the Bank, if the Account Holder uses credit products or services and if detailed agreements concluded between the Account Holder and the Bank do not stipulate otherwise, the Account Holder is obliged to provide the Bank with the following documents drafted as required by the law:

- a) interim reports on revenues, costs and the financial result - not later than within 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 within 14 days of the lapse of deadlines for submitting them to appropriate authorities as prescribed by law, including consolidated and audited statements;
- c) current clearance certificates with respect to tax liabilities towards the Tax Office and clearance certificates with respect to liabilities towards the Social Insurance Institutions (ZUS) - by the end of each subsequent annual period of cooperation of the Account Holder with the Bank;
- d) all other information necessary for the Bank to evaluate the Account Holder and their Transactions with the Bank.

23.7. These Terms and Conditions are governed by the laws of the Republic of Poland.

23.8. Following generally applicable law provisions, the Bank charges taxes and other public levies.

23.9. Dispute resolution, jurisdiction:

- a) the Bank and the Account Holder will take every effort so that any potential disputes are settled on amicable basis by way of negotiation.
- b) All disputes and matters will be referred to a common court of law having territorial jurisdiction over the Bank's registered office, unless otherwise governed by any generally applicable laws.

23.10. Severability - if any provision of these Terms and Conditions is found to be unlawful or invalid, this will be without prejudice to the validity of the remaining provisions of these Terms and Conditions.

23.11. These Terms and Conditions are available for each Account Holder in Bank Branches and on the Bank's Website.

23.12. The Bank is entitled to amend the Terms and Conditions at any time for important reasons, and in particular in the event that:

- (i) there are changes in the laws or secondary legislation or in the stance of regulators which results in it being necessary or useful to adapt the Terms and Conditions to the legal conditions so changed, and
- (ii) the Bank has taken a business decision to change some material parameters or principles of providing its services covered by the Agreement.

The Account Holder will be notified in writing of any amendment to the Terms and Conditions in accordance with point 7.1 of the Terms and Conditions or using a different durable data carrier. Such amendments will be binding for the Account Holder from their effective date set forth by the Bank, unless the Account Holder terminates the Agreement within 30 days of the delivery of the new Terms and Conditions notification. If the Account Holder terminates the Agreement due to amendments to the Terms and Conditions, the Agreement will be terminated after a period of 30 days of the date of delivery of the amendment notification. Until the effective termination of the Agreement, the current Terms and Conditions will apply.

23.13. The Account Holder is obliged to promptly notify the Bank of any loss, theft, appropriation, unauthorized use of or unauthorized access to a Payment Instrument, including a Mobile Device, login details or a device used to receive Authorization Codes. The Account Holder should promptly report that fact to Citibank Online (except for Citi Mobile), CitiPhone at (+48) 22 692 29 00 or to a Bank Branch in order to block the Payment Instrument or deactivate the Card.

23.14. The categories of a principal Representative and an additional Representative were introduced as of 1 August 2018. Representatives designated by Account Holders before 1 August 2018 retain the previous authorisations until changing the Representative Appointment Sheet, which will result in changing of their status into a principal Representative and an additional Representative.

23.15. These Terms and Conditions become effective as of **1 January 2021**.

## Appendix to the General Terms and Conditions of Cooperation "Cut-Off Times List"

Valid from 1 January 2021.

Internal transfer order:

Currency	Recipient at the Bank:	Cut-off time
PLN, EUR and other foreign currencies	Consumer as defined in the Polish Civil Code of 23 April 1964 (Journal of Laws [Dz.U.] 1964, No. 16, item 93, as amended, hereafter "Civil Code") or any other act amending or superseding it.	10:30 p.m.
PLN, EUR and other foreign currencies	Microbusiness as defined in the Freedom of Business Activity Act of 2 July 2004 (Journal of Laws [Dz. U.] 2004 No. 173, item 1807) or any other act amending or superseding it.	10:30 p.m.
PLN	Entrepreneur other than a Microbusiness as defined in the Freedom of Business Activity Act of 2 July 2004 (Journal of Laws [Dz. U.] 2004 No. 173, item 1807) or any other act amending or superseding it.	5:30 p.m.
EUR and other foreign currencies	Entrepreneur other than a Microbusiness as defined in the Freedom of Business Activity Act of 2 July 2004 (Journal of Laws [Dz. U.] 2004 No. 173, item 1807) or any other act amending or superseding it.	2:00 p.m.

A transfer order, a domestic transfer order in PLN, a cross-border transfer order in PLN, a SEPA transfer order, a cross-border transfer order in EUR, a transfer order in a foreign currency, a cross-border transfer order in a foreign currency:

	Currency	Cut-off time	The date of posting on the account of the Recipient's payment service provider for Payment Instructions submitted before the Cut-off Time
Domestic transfer order in PLN	PLN	3:30 p.m.	D
As part of Express Elixir	PLN	6:00 p.m.	D
SEPA transfer order	EUR	2:00 p.m.	D+1
Other - standard procedure	EUR, USD, GBP, DKK, CHF, SEK, PLN, NOK, AUD, JPY, CAD, CZK, HUF	2:00 p.m.	D+2
Other - urgent procedure	EUR, USD	2:00 p.m.	D
	PLN	12:30 p.m.	
	GBP, DKK, NOK, CAD, HUF, CHF	11:30 a.m.	
	HRK	10:30 a.m.	
	SEK	9:30 a.m.	
	JPY	11:45 a.m.	D+1
As part of the CGT service	PLN, EUR and other foreign currencies	10:30 p.m.	D

D - date of submitting a Payment Instruction/ transfer instruction.

**Appendix to the General Terms and Conditions of Cooperation "Payment Instruction Manual"**

Valid from 1 January 2021..

Type of Payment Instruction	Information necessary to process a payment transaction
A transfer order, a SEPA transfer order, a transfer order in a foreign currency, an internal transfer order	<p>An internal transfer order in PLN and transfer order in PLN to a bank operating on the territory of the Republic of Poland and an internal transfer order in EUR and other foreign currencies:</p> <ul style="list-style-type: none"> <li>- the account number from which the order is to be executed in the NRB format or the NRB format reduced to the last 10 characters "internal account number", or indication of the account type and currency</li> <li>- currency and amount of the payment transaction</li> <li>- account number of the Recipient in the NRB format or in the case of an internal transfer order between Client's accounts with the Bank, in the NRB format reduced to the last 10 characters "internal account number", or indication of the account type and currency</li> <li>- name of the Recipient (does not apply to internal transfer orders between Client's accounts with the Bank)</li> <li>- transfer title (does not apply to internal transfer orders between Client's accounts with the Bank processed via the Citibank Online e-Banking Service)</li> </ul> <p>A cross-border transfer order in PLN, a transfer order in a foreign currency, a cross-border transfer order in a foreign currency, a SEPA transfer order and a cross-border transfer order in EUR:</p> <ul style="list-style-type: none"> <li>- account number from which the order is to be executed in the NRB format or the NRB format reduced to the last 10 characters "internal account number", or indication of the account type and currency</li> <li>- currency and amount of the payment transaction</li> <li>- number of the Recipient's account in the IBAN format for countries where account numbers are provided in this format For other countries, the Recipient's account number with the exception of SEPA transfer orders and CGT transfer orders the Recipient's bank code (SWIFT or BIC or USA BIC, so-called FW/ABA or Sort Code; if the Client does not provide the bank code, they should provide their full details together with the address of the Recipient's bank)</li> <li>- name of the Recipient</li> <li>- address of the Recipient for a bank operating in the territory of Canada and for currencies</li> <li>- country in which the Recipient's bank operates</li> </ul>
Cash deposit	<ul style="list-style-type: none"> <li>- account number in the NRB format or the NRB format reduced to the last 10 characters "internal account number", or for cash deposits made by the Client to a Client's account indication of the account type and currency</li> <li>- currency and amount of the payment transaction</li> <li>- name of the Recipient</li> <li>- cash deposit title</li> </ul>
Cash withdrawal	<ul style="list-style-type: none"> <li>- account number in the NRB format or the NRB format reduced to the last 10 characters "internal account number" or indication of the account type and currency</li> <li>- currency and amount of the payment transaction</li> </ul>
Direct debit in PLN	<ul style="list-style-type: none"> <li>- payment ID (a sequence of no more than 20 alphanumeric characters, agreed between the Recipient and the Client)</li> <li>- particulars of the Recipient - creditor (name, address, Tax Identification Number (NIP))</li> <li>- particulars of the Client - payer (full name, address)</li> <li>- account number of the Client/ payer operated in PLN, in the NRB format</li> <li>- name of the bank operating the payment account of the Client/ payer</li> </ul>
SEPA direct debit	<ul style="list-style-type: none"> <li>- Recipient's ID</li> <li>- particulars of the Recipient - creditor (name, address, ID)</li> <li>- particulars of the Client - payer (full name, address)</li> <li>- account number of the Client - payer in the IBAN format and the SWIFT code of Bank Handlowy w Warszawie - payer's bank</li> </ul>
Standing order	<p>internal (in PLN, EUR or another foreign currency, but only between accounts in the same currency) between accounts of the same Client or different Clients of the Bank:</p> <ul style="list-style-type: none"> <li>- account number from which the standing order will be executed in the NRB format or the NRB format reduced to the last 10 characters "internal account number", or indication of the account type and currency</li> <li>- name of the Recipient (not applicable if the standing order is between accounts of one Client)</li> <li>- standing order processing day</li> <li>- account number of the Recipient in the NRB format or for a standing order between the Client's accounts with the Bank in the NRB format reduced to the last 10 characters "internal account number", or indication of the account type and currency</li> <li>- frequency</li> <li>- date of first completion</li> <li>- standing order expiry date</li> <li>- standing order title</li> <li>- payment amount and currency</li> </ul> <p>external in PLN (such a standing order may only be established for an account in PLN and processed in PLN):</p> <ul style="list-style-type: none"> <li>- the account number from which the order is to be executed in the NRB format or the NRB format reduced to the last 10 characters "internal account number", or indication of the account type</li> <li>- name of the Recipient</li> <li>- standing order processing day</li> <li>- account number of the Recipient in the NRB format</li> <li>- frequency</li> <li>- date of first completion</li> <li>- standing order expiry date</li> <li>- standing order title</li> <li>- payment amount and currency</li> </ul>
"Emergency Cash" service	<ul style="list-style-type: none"> <li>- passport number</li> <li>- account number from which the order is to be executed in the IBAN format</li> <li>- Debit Card number</li> <li>- amount of the payment transaction in the currency of the country in which cash is withdrawn</li> </ul>

BIC (Bank Identifier Code) - the identifier code of an institution, which unambiguously indicates the payment service provider, and the elements of which are specified in an ISO standard.

IBAN (International Bank Account Number) - an unambiguous identifier of a client's account number with the bank used to identify the bank account in transactions with payment service providers within the territories of member states of the European Economic Area and in countries that have adopted IBAN as the standard identification system of bank accounts. An account number recorded in this format is made out of a two-letter country code followed by two control digits and up to thirty alphanumeric characters of the account number, called BBAN (Basic Bank Account Number), the length of which varies by country. The IBAN of accounts operated by the Bank consists of the two-letter PL code and the NRB.

NRB/bank account number - an unambiguous identifier of the client's account with a bank, adopted in the Polish bank account identification system, used in domestic transactions. An account number recorded in this format consists of twenty six digits, i.e. two control digits followed by eight digits of the Bank's sort code and sixteen digits of the Client's account number with the Bank.

USA BIC - so-called FW/ABA - a nine-digit bank code identifying banks in the US settlement systems.