

TERMS AND CONDITIONS of Granting Credit Products to Business Clients

Chapter 1 GENERAL PROVISIONS

1. These Terms and Conditions issued on the basis of Article 109(1)(2) of the Banking Law Act of 29 August 1997 specify general rules of granting, using and repaying Credit Facilities and Loans and performing obligations under Products offered by Bank Handlowy w Warszawie S.A.
2. The terms used in these Terms and Conditions shall have the following meaning:
 - 1) **Address for electronic service of process** – the electronic address of the Bank that utilizes a public service of registered electronic service of process or a qualified service of registered service of process. It enables the unambiguous identification of the sender or recipient of data transmitted via those services. Electronic address of the Bank: AE: PL-51087-16873-WFBWS-31.
 - 2) **Mailing Address** – Client's address indicated by the Client in the Agreement or as amended at a later date as a point of contact with the Bank;
 - 3) **Bank** – Bank Handlowy w Warszawie S.A. with its registered office in Warsaw;
 - 4) **Citibank Online** – Citibank Online E-Banking Service, which is a channel offering the Client access to information about Accounts, Credit Facilities, Loans and other Products, and enables, among others, submission of Instructions via the Internet;
 - 5) **CitiPhone** – the CitiPhone Telephone Banking Service constituting a channel of access to the Account via a phone, enabling the execution of payment transactions and other Instructions. The CitiPhone contact details are available on the Bank's Website;
 - 6) **Product Documentation** – documentation on the basis of which the Bank makes a given Product available to the Client;
 - 7) **Instruction** – the Client's declaration of intent, including submitted by Authorized Representatives or a Representative, regarding a Credit Facility/Loan and other Products;
 - 8) **Business Day** – any day (other than Saturday or a statutory holiday) on which the Bank is open for business;
 - 9) **Primary Electronic Mail Address/Primary Email Address** – the email address indicated by the Client in the Bank Account Agreement or as amended at a later date as a point of contact with the Bank;
 - 10) **Primary Mobile Phone Number/Primary Mobile Phone** – the mobile phone number indicated by the Client in the Bank Account Agreement or as amended at a later date as a point of contact with the Bank, used when providing services, e.g. to send Authorization Codes;
 - 11) **Card** – a card being property of the Bank, issued by the Bank to the Client who is also the cardholder, and used by the Representative;
 - 12) **Client (Business Client)** – a natural person, a legal person and a commercial law company without legal personality, which, on its own behalf, undertakes and conducts a business activity;
 - 13) **Authorization Code** – a one-time code used to authorize operations carried out on Citibank Online;
 - 14) **Credit Facility** – the amount in Polish zlotys or in a foreign currency that the Bank undertakes to make available to the Client on terms and conditions specified in the Credit Facility Agreement;
 - 15) **Authorized Representatives** – persons who – in accordance with applicable laws and rules of representation – are authorized to make declarations of intent in the name and on behalf of the Client, including, in particular, a natural person running business activity, partners in a civil partnership who are jointly parties to the agreement, partners authorized to represent partnerships, members of the management boards of companies and proxies and attorneys-in-fact to the extent of their authority;
 - 16) **Loan** – the amount in Polish zlotys that the Bank undertakes to make available to the Borrower on the terms and conditions specified in the Loan Agreement;
 - 17) **Product** – a banking product other than the Credit Facility or the Loan, made available by the Bank, the documentation of which makes a direct reference to the provisions of the Terms and Conditions;
 - 18) **Event of Default** – any of the events described in Chapter 9 of these Terms and Conditions;
 - 19) **Account** – a bank settlement account or a group of bank settlement accounts of the Client, denominated in PLN or in foreign currencies pursuant to the applicable laws, opened for the Client by the Bank on the basis of an Account Agreement and used exclusively for the purposes of business activity;
 - 20) **Terms and Conditions** – these Terms and Conditions regulating the granting of Credit Facilities, Loans and Products by the Bank;
 - 21) **Representative** – any Primary Representative, Additional Representative and representative appointed by the Client before 1 August 2018 within the meaning of the General Terms and Conditions of Cooperation with Business Clients;
 - 22) **NBP reference rate** – the base interest rate of the National Bank of Poland (NBP) that indicates the yield on NBP 7-day money market bills. Its rate is announced by the National Bank of Poland and published on the NBP website;
 - 23) **Bank's Website** – the website of the Bank: www.citibank.pl, which is available to the public;
 - 24) **Benchmarks**:

EURIBOR – the interest rate of the European Interbank Market for deposits granted in the EURO for a given time period, calculated per annum, as an average interest rate from banks' quotations, and published by, among others, the Global – Rates.com at 11.00 a.m. London time on a given quotation day;

LIBOR – the interest rate of the London Interbank Market for deposits granted in a given currency for a given time period, calculated per annum, as an average interest rate from banks' quotations, and published by, among others, Global – Rates.com

on the LIBOR website at 11.00 a.m. London time on a given quotation day;

WIBOR – a benchmark, being the interest rate of the Warsaw Interbank Market, for deposits granted in Polish zlotys for a given time period, calculated per annum, as an average interest rate from banks' quotations, and published by, among others, GPW Benchmark S.A.;

- 25) Repayment Date – a repayment date for the Credit Facility or the Loan, interest and commissions, agreed upon in the Agreement;
- 26) Agreement – Credit Facility Agreement or Loan or Product Agreement;
- 27) Credit Facility Agreement – the agreement under which the Bank undertakes to make a sum of money available to the Client for a term specified in the agreement and for a specified purpose, and the Client undertakes to use it on conditions specified in the agreement, return the amount of the used Credit Facility along with interest on specified repayment dates and pay commission or fees on the granted Credit Facility;
- 28) Loan Agreement – the agreement under which the Bank undertakes to provide a sum of money for a term specified in the agreement in relation to the conducted business activity, and the Client undertakes to return the amount of the used Loan along with interest on specified repayment dates and pay commission or fees on the granted Loan;
- 29) Account Agreement – an agreement under which the Bank undertakes to maintain bank accounts and provide payment services;
- 30) Application – an application for the conclusion of the Agreement on the terms and conditions set out by the Bank;
- 31) TFC – Table of Fees and Commissions which constitutes an integral part of the Agreement;
- 32) Creditworthiness – the ability to repay the drawn down Credit Facility or Loan together with interest and commissions on dates specified in the Agreement;

Chapter 2

FORMS OF BORROWING

The Bank shall make available to the Client different forms of borrowing including a short-term Credit Facility (with the repayment date falling not later than one year after making the funds available under the Credit Facility Agreement), including specifically a Payment Credit Facility, an Overdraft, and a Loan (with the repayment date falling not earlier than one year after making the funds available under the Loan Agreement) as well as other Products on the terms and conditions specified in these Terms and Conditions and each time agreed upon in the Product Documentation.

Chapter 3

TERMS OF AGREEMENT CONCLUSION OR APPROVAL OF PRODUCT DOCUMENTATION

- 1. Prior to granting a Credit Facility, a Loan or a Product, the Bank shall assess the Client's Creditworthiness and any factors that could result in the Client's failure to meet its obligations concerning the granting terms, as set forth in the Agreement, considering, among others:
 - (a) the purpose of and terms according to which the Credit Facility, Loan or Product is to be utilized and repaid;
 - (b) collateral proposed and acceptable to the Bank to secure the repayment together with interest and commissions,
 - (c) existing relationship with the Client, including debt service at the Bank,
 - (d) existing relationship between the Client and other banks and counterparties,
 - (e) assessment of tax liabilities service and other public charges service,
 - (f) results of an audit, if any, conducted at the Client's.
- 2. The Client may each time apply to the Bank for making a specific Credit Facility, Loan or Product available by submitting an Application. The Credit Facility or Loan shall be made available conditional upon the outcome of the Bank's analysis of the factors listed in section 1 above. The Bank may refuse to make the Credit Facility, Loan or Product available if the Client has no Creditworthiness or if this might result in an infringement of the legal provisions applicable to the Bank.
- 3. The Application can be submitted only by Authorized Representatives:
 - (a) directly at a meeting with a Relationship Manager;
 - (b) by sending the original copy of the Application by mail;
 - (c) by sending a scan of the Application by email, from the Primary Email Address only;
 - (d) via the Bank's Website;
 - (e) during a telephone conversation with the Bank's consultant;
 - (f) via Citibank Online.
- 4. In the process of concluding agreements, the Bank communicates with the person who has submitted the Application, including to inform such person that the Application has been accepted and of the conclusion of the Agreement, via the following channels:
 - (a) in person;
 - (b) by telephone, including via text messages sent to the Primary Mobile Telephone Number;
 - (c) by electronic mail to the Primary Email Address or indicated in the Application;
 - (d) via Citibank Online.
- 5. The Application or the Instruction can be submitted via Citibank Online provided that the Client has an opened Account. A Client may use Citibank Online exclusively via a Representative. Access to Citibank Online is provided after concluding the Account Agreement and made available upon logging in to the system using the data displayed on the Card. Representatives who are not Authorized Representatives may not submit the Application pursuant to section 2 above.
- 6. Prior to the conclusion of the Agreement, sufficiently in advance, the Bank shall provide the Client with the TFC and these Terms and Conditions.
- 7. The Agreement may be concluded following the submission to the Bank of documents required by the Bank which confirm the identity and legal status of the entrepreneur applying for the conclusion of the Agreement and which indicate the Authorized Representatives.

In the process of concluding the Agreement the Bank may request that the person submitting the Application provide additional documents or information, including as required by tax laws or regulations or (enhanced) financial security measures provided for by laws or regulations in the area of anti-money laundering or countering financing of terrorism. The Bank may also submit a request referred to in the preceding sentence after the Agreement was concluded, however no more frequently than once a quarter.

8. The Bank shall conclude the Agreement with the Client if and when the Client has fulfilled the following conditions:
 - (a) certified copies of all consents necessary for the Client to run business activity and to establish collateral have been submitted to the Bank;
 - (b) documents showing the present ownership structure and financial condition of the Client and of guarantors of the Client's liabilities under the Credit Facilities, Loans or Products, to the extent required by the Bank, have been submitted to the Bank;
 - (c) copies of founding documents and a true and complete copy from a competent register of both the Client and of guarantors of the Client's liabilities under the Credit Facilities, Loans or Products, and other documents necessary to conclude the Agreement have been submitted to the Bank.
9. The Agreement shall be concluded in writing, provided that 'in writing' also means any forms considered by law as equivalent to 'in writing', including the electronic form as set forth in Article 7 of the Banking Law Act of 29 August 1997.
10. The Bank shall inform the person who has submitted the Application, as set out in section 3(d) or section 3(e) above, that the Application has been approved without delay in accordance with section 4 and, if the Application has been approved, shall send two copies of the Agreement to the Mailing Address for signing. In order to conclude the Agreement, the courier must check the identity of the person who has submitted the Application and if the result is positive such person must sign two copies of the Agreement and sign or initial the documents in the appropriate places in the presence of the courier. In order to carry out the identity check referred to in the preceding sentence, the courier must ask the person who has submitted the Application to present the ID document indicated in the Application and the other documents referred to in sections 6 and 7. No modifications which have not been agreed with the Bank are allowed in the copies of the Agreement sent by the Bank.
11. Declarations of intent connected with conclusion, amendment, execution or termination of concluded Agreements may be filed or received by the Client and the Bank in writing, as prescribed in section 9 above.
12. The Client shall file a declaration of intent in electronic form upon entering the Client's Authorization Code sent to the Primary Mobile Phone Number used for authorization of declarations of intent.
13. The Bank shall file a declaration of intent in electronic form upon providing the Client with the content of the declaration through Citibank Online.
14. Conclusion of the Agreement in an electronic form or execution of other Instructions in an electronic form which require unanimous declarations of intent shall take place upon both Parties' (the Client and the Bank) filing the declarations as prescribed in points 12 and 13 above.
15. The Bank informs the Client that when using the mobile phone used to receive Authorization Code they should:
 - a) apply appropriate means to safeguard access to it,
 - b) ensure that third persons cannot receive email or text messages sent by the Bank to the address(-es) or phone number(-s), as appropriate, indicated by the Client,
 - c) ensure free space in the email box or on the mobile phone, as appropriate, necessary to receive messages sent by the Bank.

Chapter 4

MAKING THE CREDIT FACILITY, LOAN OR PRODUCT AVAILABLE TO THE CLIENT

1. The Credit Facility, Loan or Product shall be made available to the Client on a respective date and on respective conditions specified in the Agreement or Product Documentation and after the Client has established collateral for the Bank envisaged in the Agreement or Product Documentation.
2. The Client shall utilize the Credit Facility, Loan or Product only in the manner and on the dates indicated in the Agreement or Product Documentation.

Chapter 5

PAYMENTS AND PAYMENT DATES

1. The Client shall repay the used Credit Facility or Loan together with interest and commissions on the dates, in the amounts and on the conditions specified in the Agreement or Product Documentation. The provisions of this clause shall respectively apply to Products made available to the Client. The date on which the account specified in the Agreement or Product Documentation is credited with funds shall be decisive to determine whether the payment date is met or missed. On any amounts payable to the Bank that are not paid or repaid when due under the Credit Facility, Loan or Product, the Bank may compute delay interest in the amount specified in the Agreement or Product Documentation.
2. The Client shall make all payments under the Credit Facilities, Loans or Products in the Polish currency or in another currency in which a given amount due is payable, in accordance with the requirements of the foreign exchange law.
3. The Client shall maintain funds in the accounts in amounts sufficient to pay or repay amounts due and payable under the Agreement or Product Documentation on their respective payment dates so that the funds can immediately be available on the accounts indicated in the Agreement or on the Account in the case of payments under the Products. If a payment date specified in these Terms and Conditions, the Agreement or Product Documentation does not fall on a Business Day, that payment shall become due and payable on the Business Day following that day.
4. The Client's debts in convertible currencies other than the Polish zlotys (PLN) may be repaid:
 - a) in a convertible currency by debiting by the Bank the foreign currency account indicated in the Agreement, Product Documentation, or by debiting by the Bank the Account; or
 - b) in a convertible currency purchased from the Bank at the selling rate for a given foreign currency applicable at the Bank on the purchase date by debiting by the Bank the PLN account indicated in the Agreement, Product Documentation, or by debiting by the Bank the Account.

5. The Client's debts in Polish zlotys (PLN) may be repaid:
 - (a) in PLN by debiting by the Bank the PLN account indicated in the Agreement, Product Documentation, or
 - (b) in a convertible currency in an amount corresponding to the amount due and payable in PLN at the buying rate for a given currency applicable at the Bank on the payment date, by debiting by the Bank the foreign currency account indicated in the Agreement, Product Documentation, or by debiting by the Bank the Account.
6. If a payment is made in a currency other than the currency of a given amount due and payable, the Client shall notify the Bank of that payment at least 2 Business Days before making the payment, indicating therein the type of the currency in which the payment will be made.
7. In the case of payments in convertible currencies other than the currency of a given amount due and payable, the amount of a payment in a given currency shall be set by reference to the buying rate for that currency applied by the Bank. An amount in PLN shall then be translated into the amount in the foreign currency specified in a given Agreement or Product Documentation at a respective applicable selling rate applied at the Bank on the payment date.
8. Amounts repaid by the Client in the performance of the Client's obligations shall be applied in the following order to repay or pay:
 - (a) commissions, fees envisaged in a given Agreement or Product Documentation.
 - (b) delay interest,
 - (c) contractual interest,
 - (d) principal amount.
 however, if there are several matured debts, amounts being repaid shall be applied to repay a debt with the oldest maturity.

Chapter 6

INTEREST

1. All interest payable to the Bank shall be paid in the amounts and on the dates specified in the Agreement or Product Documentation.
2. All calculations of interest amounts shall be made on the basis of a 365– or 366–day year, and the number of days shall be indicated in the Agreement or Product Documentation, taking into consideration the actual number of days (including the first day but excluding the last day) that lapsed in the time period on which such interest is to be paid.

Chapter 7

COMMISSIONS AND FEES

1. The Bank may collect commissions on granting the Credit Facilities, Loans or Products, including a Credit Facility, Loan or Product arrangement fees and a Credit Facility or Loan commitment fee, an administrative fee, a fee on the preparation of an annex, a fee on an earlier repayment of the Credit Facility or the Loan, and other commissions and fees agreed upon in the Agreement or Product Documentation. The Agreement or Product Documentation shall specify the amount and manner of payment of a fee or commission.
2. In addition, the Bank may collect fees on other banking activities related to the Credit Facilities, Loans or Products, and fees on other activities not being banking activities, in amounts indicated in tariffs and fees and commissions tables applied in an amount agreed with the Client in the Agreement or Product Documentation.
3. The Bank shall be entitled to change the Table of Fees and Commissions by increasing existing or adding new fees and commissions. The notification of a change shall be effected not later than within 6 months from the occurrence of any of the following circumstances:
 - (a) inflation (an increase in prices of consumer goods and services) equaling at least 0.25%, for the previous calendar month, year on year, as published by the Statistics Poland,
 - (b) the launch of new services or the modification of the scope of services, provided that this will ensure due performance of the Agreement, will not violate the interests of the Client and will not lead to an increase in the financial charges imposed on the Client under the Agreement if a new service is not used,
 - (c) an increase in the actual costs incurred by the Bank, in relation to:
 - i. the issuance of new or modification of existing recommendations, guidelines or decisions by authorities which supervise the activities of the Bank affecting the performance of the Agreement,
 - ii. the issuance of new or an amendment to generally applicable laws which apply to the performance of the Agreement,
 - iii. provision of a service under the Agreement or increase in the labor intensity of such a service for which a fee is collected; whereby the amendment of any item in the TFC in such a case may not exceed 200% in relation to the past value or constitute a cost increase of more than 200%. The Table of Fees and Commissions shall be amended once a quarter or less frequently.
4. The restriction of a change to a cap of 200% in relation to the past value, as referred to in the above clauses, does not apply to cases where new positions are added to the TFC, or where the past fee was PLN 0.
5. The Bank shall be entitled to waive or reduce any fees or commissions specified in the Table of Fees and Commissions.
6. The Client shall be notified of any change in the TFC as prescribed in section 5 of Chapter 14. Information on the current fees and commissions is communicated publicly at the Bank's Branches and is available via CitiPhone and at the Bank's Website.

Chapter 8

OBLIGATIONS

1. In the term of any of the Agreements or in the term of Product Documentation, the Client undertakes to:
 - (a) timely fulfil the Client's obligations resulting from the concluded Agreements, the Terms and Conditions and the Product Documentation;
 - (b) utilize the Credit Facility, Loan or Product exclusively for the purposes indicated in the provisions of the Agreement or Product Documentation;
 - (c) timely fulfil its financial obligations, including tax obligations towards the Social Insurance Institution and other public law liabilities;

- (d) procure, at the cost of the Client and at the request of the Bank, that entities indicated by the Bank update valuations of collateral in the term of the Agreement or Product Documentation, and establish, on the date appointed by the Bank, additional collateral required by the Bank, in the following cases (independent of one another):
 - i. business income of the Client has decreased by more than 30% from the value stated in the Application;
 - ii. the Client's business records a gross loss in a given accounting year;
 - iii. the value of the collateral established by the Client depreciated by at least 10%;
 - iv. the ratio of the value of the collateral to the value of exposure under the Agreement or Product decreased by more than 10%;
 - (e) enable the Bank to inspect collaterals, however no more than once a year;
 - (f) not to establish, unless the Bank gives its prior consent in writing, collateral for the performance of a financial obligation, on any of its assets in the amount exceeding 10% of the asset value;
 - (g) submit to the Bank its annual financial statements, if drawn up, no later than within 14 business days after the legally binding deadline for submitting them to respective authorities, including audited consolidated and unconsolidated statements, if drawn up, and quarterly F-01 statements, no later than within 21 days after each quarter-end, or at the Bank's request, interim financial statements no later than 5 business days after their preparation, as per deadlines given by respective provisions of law, and other documents and information necessary for the Bank to assess the Client's current Creditworthiness;
 - (h) submit to the Bank its annual tax returns, no later than within 14 business days after the legally binding deadline for submitting them to respective authorities, or at the Bank's request, interim financial results no later than 5 business days after their preparation, as per deadlines given by respective provisions of law, and other documents and information necessary for the Bank to assess the Client's current Creditworthiness;
 - (i) maintain property insurance for its assets, to such an extent and for such an amount as is compliant with professional due diligence, with such insurance institutions which are (to the Client's best knowledge) in good financial standing on the insurance contract date, and to pay in timely manner the premiums, fees and other sums needed to sign and maintain in effect each and any insurance policy, and if an insured event occurs, immediately report the claims to the relevant insurance institution under the insurance policy issued by that insurance institution;
 - (j) in the case of establishing a mortgage for the Bank of a sequential rank, to transfer a mortgage securing the Bank's claim to an emptied mortgage entry, or to dispose of an emptied mortgage entry for the Bank and upon the Bank's consent. In order to perform the obligation, the Client shall not perform any legal acts that would prevent the performance of this obligation and the Client shall, on the Bank's first request, provide the necessary documents (including a written statement of the person authorized to establish a mortgage with a notarized signature on the commitment document to transfer the mortgage securing the Bank's claim to an emptied mortgage entry or on the disposal of an emptied mortgage entry for the Bank) so as to disclose the Bank's claim for the transfer of a mortgage securing the Bank's claim to an emptied entry or so as to disclose the transfer of a mortgage established for the Bank to an emptied mortgage entry;
 - (k) substitute, at the Bank's request, claims under the Credit Facility, Loan or Product secured by a mortgage by another claim of the Bank;
 - (l) carry out their activities in compliance with the law and use the Credit Facility for the purpose specified in the Agreement and in compliance with the applicable regulations. At the same time, the Client and the Bank hereby agree that the Credit Facility will not be used for settlements of transactions subject to international sanctions, including sanctions imposed by the United Nations, the European Union and the United States of America. Information about the scope and nature of such sanctions is available on websites of the above-listed organizations, and for sanctions imposed by the United States of America – on the website of the Office of Foreign Assets Control (OFAC), and on the Bank's Website.
2. The Client shall notify the Bank immediately, however no later than within 14 days, of the occurrence of any of the following events:
- (a) any events which endanger or may endanger timely servicing or repayment of a Credit Facility, Loan or Product, negatively altering the Client's Creditworthiness in terms of servicing the debt, reducing the value of established collateral, or otherwise endangering the Client's fulfilment of its obligations specified in the Terms and Conditions, the Agreement or Product Documentation, as well as of the occurrence of an Event of Default in terms of the Agreement or the Product Documentation;
 - (b) any delays exceeding 45 days in the payment of other amounts due and payable by the Client exceeding PLN 5,000;
 - (c) any changes in the Client's ownership structure or changes in its instruments of incorporation, as well as to deliver to the Bank documents evidencing these changes;
 - (d) all cases where the Client undertakes toward another creditor to dispose of an emptied mortgage entry for that creditor, regardless of the form of this obligation and its disclosure in the land and mortgage register;
 - (e) retaining the right to dispose of an emptied mortgage entry and of entering that right in the land and mortgage register;
 - (f) each case of establishing a mortgage that secures a claim from a legal relationship from which further claims may arise in the future to be secured by that mortgage;
 - (g) each case of substituting a claim secured by a mortgage with another claim (substitution) with the indication of the legal basis from which the substituted claim originates, its amount and the date of repayment of such a claim;
 - (h) any changes in their personal data, changes of phone numbers and addresses, including email addresses, specified in the Application, as well as about the change of their source of income;
 - (i) any change of marital status, legal form of their business, method of making settlements with the tax office.

Chapter 9 EVENTS OF DEFAULT

1. Event of Default in respect of the Agreement or Product Documentation shall mean any of the following events:
- (a) a failure by the Client to make one or more payments to the Bank on the date specified in the Terms and Conditions, the Agreement or Product Documentation;
 - (b) a failure to perform or undue performance by the Client of the obligations to the Bank resulting from the Terms and Conditions,

the Agreement or Product Documentation and a failure to remedy the breach within 3 days of the Bank calling on the Client to duly perform the Agreement;

- (c) a statement submitted by the Client to the Bank regarding their marital status, financial situation, collateral, liabilities held and submitted financial documents, including tax return or bank statements that is untrue or misleading at the time of its submission;
 - (d) occurrence of a situation where any collateral established to secure the obligations resulting from the Terms and Conditions, the Agreement or Product Documentation is waived, ceases to be valid or enforceable, or its value reduced by at least 10%, or the Client violates the provisions of the Agreement or the Product Documentations whereby the aforesaid collateral is established;
 - (e) the Client ceasing to perform their due and payable obligations;
 - (f) the Client ceasing to run its business, making a decision to this effect or commencing winding-up proceedings;
 - (g) the Client's failure to meet its obligation to make payments under a final and binding court judgement or payment order;
 - (h) a pledge is established for a third party, the object of which would consist in:
 - i. rights under the Account;
 - ii. rights under the account on which a reservation of funds is established for the Bank or another encumbrance is established on the right under the account (including on the basis of a power of attorney), where the Bank was given the power of attorney to manage such an account as collateral for the Bank's debt claim;
 - (i) initiation of court or arbitration proceedings to satisfy creditors of the Client;
 - (j) with respect to the Client:
 - i. an application for an injunction has been filed in relation to any of the Client's assets exceeding PLN 5,000; or
 - ii. enforcement proceedings have been instituted in respect of any of the Client's assets exceeding PLN 5,000, irrespective of the enforcement title constituting the basis for opening the proceedings.
2. If the Client loses their Creditworthiness or an Event of Default in terms of the Agreement or the Product Documentation occurs, the Bank shall be entitled to:
- (a) suspend the execution of payments related to the utilization of the Credit Facility, Loan or the Product by the Client;
 - (b) demand that the Client establish additional collateral to secure the repayment of the Credit Facility, Loan or Product;
 - (c) terminate the Credit Facility or Loan Agreements or Product Documentation in whole or in part;
 - (d) reduce the amount of the granted Credit Facility or Loan.

Chapter 10

RIGHT TO SETOFF

1. If an Event of Default occurs in terms of the Agreement or Product Documentation, the Bank shall have the right to set off any mutual claims and to use any funds (whether in the same currency as the currency of the Client's debt or not) to repay the Client's debts outstanding, kept by the Client on any of the accounts at the Bank or which credited such an account at a later time, until the Bank's claims to the Client are satisfied in full. If claims are in different currencies, then the Bank shall apply, for the purpose of setoff, a respective exchange rate applied at the Bank as of the setoff date.
2. The above right to setoff shall be with no prejudice to other claims that the Bank may have to the Client in case of failure to perform an obligation or an undue performance of an obligation.

Chapter 11

ASSIGNMENT OF RIGHTS AND DISCLOSURE OF INFORMATION

None of the rights under the Terms and Condition or the Credit Facility or Loan Agreements, or Product Documentation shall be assigned by the Client without the Bank's consent in writing.

Chapter 12

COMMUNICATION WITH THE CLIENT

1. Unless these Terms and Conditions provide otherwise, any notifications and correspondence to the Client connected with or arising from the Agreement or Terms and Conditions shall be:
- (a) sent by electronic mail to the Primary Email Address; or
 - (b) sent by courier or post (including by regular or registered mail, at the Bank's discretion) to the Mailing Address; or
 - (c) delivered in person.
2. The Bank hereby informs you that:
- (a) it will contact the Client via telephone, SMS messages, MMS electronic message (in case of marketing communication), email messages or electronic messages available at Citibank Online, in particular with regard to matters related to the execution of the Agreement, in situations related to problems with execution of the Client's Instructions, with security of Client's funds, or in the process of complaint management;
 - (b) the Bank records and files documents, recordings and other carriers of information developed or received in connection with the provided services;
 - (c) granting third parties access to a mobile phone or electronic mail, to which SMS messages or email messages are sent may enable these parties to obtain information constituting banking secrecy or to make statements on behalf of, and on account of the Client.

Chapter 13 COMPLAINTS

1. The Bank receives complaints from Clients:
 - a) in writing – when submitted in person at a Branch of the Bank during the Branch's business hours, or sent to the following address: Citi Handlowy, Biuro Obsługi Reklamacji i Zapytań Klientów (the Complaint and Customers' Enquiries Service Unit), ul. Golezowska 6, 01-249 Warsaw;
 - b) orally – by telephone (a complaint submitted under the CitiPhone telephone banking service is free of charge) or in person for the record during the Client's visit to a Branch of the Bank;
 - c) electronic form – to the e-mail address of the Bank, via Citibank Online after logging in, using the "Contact" tab, and to the e-mail address of the Bank listybh@citi.com, or sent to the Address for electronic service of process of the Bank AE:PL-51087-16873-WFBWS-31.
2. Current contact details for submitting complaints are available on the Bank's Website www.citibank.pl. Upon a Client's request, the Bank shall confirm that it has received a complaint. Such confirmation shall be made in writing or otherwise as agreed with the Client.
3. Client may file a complaint by a representative authorized under a power of attorney granted in writing and attested by a notary public or granted under a notarial deed or granted by the Client at a Branch of the Bank in writing in the presence of the Bank's employee.
4. The Bank's proceedings to accurately handle a complaint shall be expedited if the Client files such complaint promptly after formulating the reservations unless such circumstance has no impact on how the complaint is to be proceeded.
5. The Bank may request the Client to provide any additional information and documents required to handle a complaint.
6. In order to effectively and swiftly handle a complaint, it will be advisable to include in the complaint: first name and last name, PESEL number or ID document number, NIP (Tax ID number), a description of the event in question, an indication of the subject irregularity, the name of the employee who served the Client (or circumstances enabling their identification), and in case of a loss – an explicit determination of the Client's claim with respect to the irregularities that occurred, a signature in accordance with a signature specimen card kept by the Bank.
7. The outcome of the complaint handling proceedings will be notified to the Client without delay, provided, however, that not later than within 30 calendar days of receipt of the complaint by the Bank. For complaints relating to payment services provided by the Bank, the Bank replies to complaints within 15 business days after such a complaint is received.
8. In especially complex cases, which make it impossible to handle a complaint and to provide a reply within the time limits set out in section 7 above, the Bank, in the information provided to the Client, will:
 - a) explain the reason behind such delay;
 - b) specify the circumstances to be found for the purpose of handling the complaint;
 - c) specify the expected complaint handling and reply date, which, however, must not be longer than 60 days of the date of receipt of a complaint not related to payment services provided by the Bank or, from 15 November 2018 on, 35 business days of the date of receipt of a complaint related to the rights and obligations under the Payment Services Act of 19 August 2011.
9. For complaints not regarding the rights and obligations under the Payment Services Act of 19 August 2011, the Bank may reply to such a complaint:
 - a) in a letter sent to the Client's current mailing address;
 - b) by email, at the Client's request, to the Client's email address provided to the Bank;
 - c) via Citibank Online – as a cc of a message sent concurrently as provided for in a) or b).
10. For complaints regarding the rights and obligations under the Payment Services Act of 19 August 2011, the Bank shall reply to a submitted complaint in writing or by e-mail to the e-mail address provided by the Client.
11. The Bank hereby informs you:
 - a) that the Bank's activity is subject to the supervision on the part of the Polish Financial Supervision Authority (KNF);
 - b) in the case of a Client who is a natural person conducting a business activity individually or as a partner in civil partnership
 - about the option to submit a request for consideration of the matter to the Financial Ombudsman in accordance with the rules stipulated in the Act on Examining Complaints by Entities of the Financial Market, on the Financial Ombudsman and on Financial Education Fund of 5 August 2015 and about the option to take advantage of out-of-court settlement before the Court of Arbitration at the KNF in accordance with its rules, and also to present the claim to a common court; in any other cases
 - about the option to appeal against the decision to the Arbitration Court at the Polish Financial Supervision Authority, where proceedings are carried out in accordance with the regulations of that Arbitration Court, and to file a claim with a court of law.
12. The Bank shall inform the Client that they may opt for out-of-court procedures to settle disputes before the Financial Ombudsman, on the terms specified in the Act of 5 August 2015 on Examining Complaints by Entities of the Financial Market and on the Financial Ombudsman, based on a Client application submitted upon rejection of Client's claims by the Bank. The Financial Ombudsman website: <http://rf.gov.pl/>.
13. The above-mentioned websites of the relevant institutions include detailed information about the dispute resolution procedures of each institution. Before deciding on submitting a dispute to arbitration you must read the Rules of that court and the schedule of fees.
14. If, after receiving a notification of an unauthorized payment transaction or finding an unauthorized payment transaction, the Bank credited the Card Account with a specified amount or restored the debited Card Account to the state that would have existed if the unauthorized payment transaction had not taken place, and then, as a result of further investigation, the Bank confirmed that the transaction had been authorized, the Bank shall again charge the Card Account with the amount previously credited by the Bank or its appropriate portion.
15. In situations other than those described in section 14 above, if, as a result of a complaint, the Bank credited the Card Account with a specified amount, and then the Card merchant or other entity directly refunded the amount, in full or in part, to the Card Account, then the Bank shall debit the Card Account with the amount previously credited by the Bank or its appropriate portion in order to avoid double crediting of the Card Account with the amount payable to the Client in connection with the complaint under consideration.

Chapter 14

BENCHMARKS

1. If a Benchmark applied in the Agreement has been ceased, the Bank, pursuant to the provisions of the Agreement, shall proceed in accordance with the procedure described in sections 2–5 in order to determine the interest rate on the Credit Facility, Loan or Product for the next term.
2. If the Benchmark was ceased less than 14 business days before it should be used for the purpose provided for in section 1, the last value of the Benchmark from the day preceding the day on which the Benchmark was ceased should be applied.
3. If the Benchmark was ceased more than 14 business days before it should be used for the purpose provided for in section 1, the Bank shall apply the value of the Alternative Benchmark specified in the provisions of law or in the Agreement. An Alternative Benchmark should be understood as a different benchmark adopted to replace the ceased Benchmark applied in the Agreement. Such an Alternative Benchmark may be specified in the Agreement or the provisions of law, or may be recommended or determined by the Benchmark administrator, i.e. an entity that controls the provision of the Benchmark as defined in the Benchmark Regulation (hereinafter: the Administrator) or a central bank competent for the Benchmark currency (hereinafter: Alternative Benchmark).
4. If the Alternative Benchmark has not been specified in the provisions of law or in the Agreement, the Bank shall apply the Alternative Benchmark determined by the Administrator adjusted by the arithmetic mean of the differences between the Benchmark values and the adopted Alternative Benchmark calculated for the period of 12 months preceding the date of Benchmark cessation for which both Benchmarks were published.
5. If the Alternative Benchmark has not been specified either in the provisions of law or in the Agreement, and has not been determined by the Administrator, the reference rate of the NBP (National Bank of Poland) shall be applied as an Alternative Benchmark, adjusted by the arithmetic mean of the differences between the Benchmark values and the adopted Alternative Benchmark calculated for the period of 12 months preceding the date of Benchmark cessation for which both Benchmarks were published.
6. Neither the Alternative Benchmark applicable at the Bank, specified in the provisions of law or in the Agreement pursuant to section 3, upon an Adjustment, if any, referred to in sections 4 and 5, nor the benchmark following a Material Change or an Adjustment, if any, referred to in section 8, can be negative. If the Alternative Benchmark specified in the provisions of law or in the Agreement pursuant to section 3, upon an Adjustment, if any, referred to in sections 4 and 5, or the benchmark following a Material Change or an Adjustment, if any, referred to in section 8, is negative, the Bank shall apply the Alternative Benchmark or the Benchmark following a Material Change, respectively, of 0%.
7. A Material Change is the change in the administrator's methodology used for the Benchmark, as defined and notified each time by the Administrator pursuant to Article 13 of the Benchmark Regulation (hereinafter: Material Change). It is assumed that a Material Change can occur provided that the change is announced by an already recognized Administrator, therefore, a Material Change cannot occur for a Benchmark whose methodology of calculation is changed for the purposes of the first registration of the Administrator.
8. If the Administrator announces a Material Change of the Benchmark applied in the Agreement, the Bank shall apply the value of the Benchmark following a Material Change adjusted by:
 - a) the Adjustment value provided by the Administrator or, if the Administrator did not provide an Adjustment;
 - b) the arithmetic mean of the differences between the Benchmark values prior to a Material Change and the historical values of the Benchmark following a Material Change provided by the Administrator, calculated for the period of 12 months preceding the announcement of the Material Change, of which the Client shall be notified immediately as prescribed in section 1 of Chapter 11 of these Terms and Conditions.

The term "Adjustment", as used in this section, means the value that needs to be applied in order to mitigate or eliminate the rapid economic consequences of the Material Change.

9. The provisions of the Agreement shall apply to any matters not described in sections 2–8 above, regarding the rules of determining and updating interest rates on the Credit Facility, Loan or Product.
10. When determining the interest rate for the purpose provided for in section 1, the Bank shall notify the Client without delay about the application of the procedure described in sections 2–5 and the application of the Alternative Benchmark, with reasons why that Alternative Benchmark was selected and with the information about the value of the Alternative Benchmark used to calculate the arithmetic mean necessary to adjust the Alternative Benchmark. The Bank also informs the Client, as prescribed in the Agreement, about the Client's right to terminate the Agreement without any termination costs.
11. If the Bank becomes aware of resumption of the Benchmark, which shall occur within 30 days of its cessation at the latest, the Bank shall return to the rules of determining interest rates initially specified in the Agreement in compliance with the dates provided for in the Agreement. The Bank shall notify the Client, without delay, in the manner specified in the Agreement, of the return to the initial rules set forth in the Agreement.

Chapter 15

FINAL PROVISIONS

1. If the Agreement or Product Documentation contains any provisions contrary to the provisions laid down in these Terms and Conditions, the provisions of the Agreement or Product Documentation, respectively, shall prevail in this regard.
2. These Terms and Conditions apply to the Agreement and Product Documentation concluded after their entry into force.
3. The Client is obliged to immediately inform the Bank if the value of the total annual sales (sales revenues) of the Client or the consolidated group to which the Client belongs exceeds the amount of EUR 50,000,000 in the last completed financial year.
4. The Bank informs the Client that it may disclose the data collected in the Banking Register System (Bankowy Rejestr) to:
 - a) business intelligence agencies which operate in accordance with the Act on the Provision of Business Intelligence and Exchange of Business Data of 9 April 2010 upon requests filed by such agencies and to the extent specified in such requests,
 - b) financial institutions which are subsidiaries of banks as defined in the Banking Law of 29 August 1997, provided that the requirements set forth in its Article 105(4d) are met,
 - c) other institutions authorized by law, in connection with banking activities performed by them, on the terms and conditions set forth in the Banking Law Act.

5. The Bank shall be entitled to amend the Terms and Conditions unilaterally for important reasons only, in the following cases:
 - a) amendment to or introduction of new laws and regulations applicable to the banking and/or financial sector or an amendment to any recommendations, guidelines or good practices by any institution in charge of supervision of or connected with the banking sector affecting mutual rights and obligations of the parties to the Agreement;
 - b) a change in the scope or form of provision of services to which the provisions of these Terms and Conditions apply by the introduction of new products or withdrawal or change in characteristics of existing services, unless the change infringes on the Client's interests.
6. If any provisions of the Agreement or its integral appendices are amended, unless the Agreement or the Terms and Conditions provide otherwise, the Bank shall provide the information on the amendments made in paper format or on any other durable data medium to the Client's last mailing address or to the last Primary Email Address indicated by the Client or via Citibank Online not later than two months prior to the effective date of such new provisions. In such a case the Client has the right to terminate the Agreement before the proposed effective date of the changes, without the need to pay any fees, effective as of the day on which the Client was informed of the changes, however no later than from the effective date of the changes. Instead of the termination referred to in the preceding sentence, the Client can also submit their objection to the proposed changes without any fee. If the Client submits their objection, their Agreement will expire on the day directly preceding the effective date of the proposed changes. The new wording of the Agreement shall be deemed accepted by the Client if the Client fails to terminate the Agreement or submit an objection in the above manner.
7. If any provision of these Terms and Conditions is found to be unlawful or invalid, this shall have no effect on the application of the remaining provisions of these Terms and Conditions.
8. These Terms and Conditions shall come into force as of 1 August 2025.