

**UWAGA: OBOWIĄZUJE DOKUMENTACJA W JĘZYKU POLSKIM,  
PONIŻSZE TŁUMACZENIE JEST DOKUMENTEM INFORMACYJNYM**

**ATTENTION: This English version may be used for information  
purposes only. Polish version will be signed and binding. In case of  
discrepancy between the English and Polish versions, the Polish  
version shall prevail.**

**Agreement delivery address**

.....  
Name and surname

.....  
Street, building/apartment no.

.....  
Postal code and city/town

## **Citibank Credit Card Agreement („Agreement”)**

This Agreement is made by and between Bank Handlowy w Warszawie S.A., having its registered office in Warsaw, 16 Senatorska Street, 00-923 Warsaw, entered in the register of entrepreneurs of the National Court Register, maintained by the District Court for the Capital City of Warsaw, 12th Commercial Division of the National Court Register, under no. KRS 0000001538, NIP: PL 526-030-02-91, share capital of PLN 522,638,400, paid up in full, Bank Handlowy w Warszawie S.A. is reporting to the supervisory body for the Polish Financial Supervision Authority. E-mail address: listybh@citi.com; a list of addresses of branches, in which activity is performed is available on www.citihandlowy.pl and in the service of the CitiPhone home banking, hereinafter the “**Bank**”,

acting through the credit intermediary

registered office

and Mr./Ms.

PESEL/Passport No.

hereinafter the „**Client**”.

Any capitalized terms used in this Agreement shall have the meaning ascribed to them in §1 of the Terms and Conditions of Citibank Credit Cards of Bank Handlowy w Warszawie S.A. (“Terms and Conditions”) unless the context requires otherwise.

### **§1**

- 1.The Bank shall issue for the Client a Card that authorizes to make Transactions within the Credit Limit on the terms and conditions set forth herein and in the Terms and Conditions.
2. The Bank hereby grants a Credit Limit of PLN  to the Client.
3. Under an Understanding the Bank may:
  - a) grant an Additional Credit Limit to the Client;
  - b) grant a Temporary Credit Limit Increase;
  - c) change the amount of the Credit Limit.
4. The Bank shall grant an Additional Credit Limit or a Temporary Credit Limit Increase and change the amount of the Credit Limit on the terms and conditions set forth herein and in the Terms and Conditions.
5. The Credit Limit shall be a renewable credit, provided, however, that the Additional Credit Limit shall be non-renewable, granted together with the Card and deemed a consumer credit within the meaning of the Consumer Credit Act passed in May 12, 2011 (Journal of Laws 2011, no. 126, item 715).
6. In exceptional circumstances, the Bank may allow Transactions in excess of the available Credit Limit. The Bank shall notify the Client of the possibility to execute Transactions in excess of the available Credit Limit and of the currently allowed amount of such overrun in the Statement.
7. The Bank may impose limits and restrictions applicable to Transactions executed with the Card, as specified in the Transaction Limits Table (Appendix 1 to the Terms and Conditions).
8. The Bank is authorized to reduce the amount of the Credit Limit or Additional Credit Limit without the Client's consent if the Client fails to meet any of the conditions on which the credit has been granted or if the Client loses the creditworthiness required to repay the credit in the amount of the Credit Limit. The Bank shall promptly notify the Client of any reduction of the Credit Limit.

## §2

1. This Agreement is concluded for a term of 12 months and shall be subject to automatic renewals for subsequent 12-month periods unless:
  - a. the Client notifies the Bank of his intent not to renew the Agreement not later than 30 days before the lapse of the above 12-month term or any of the subsequent 12-month periods for which the Agreement has been concluded; or
  - b. the Bank notifies the Client in writing, to the last mailing address given by the Client, of its intent not to extend the Agreement not later than 30 days before the lapse of the above 12-month term or any of the subsequent 12-month periods for which the Agreement has been concluded.
2. The Card's expiry date is specified on the Card. If the Agreement expires or is terminated before the Card's expiry date, the Bank may block the Card.

## §3.

1. The Client may utilize the Credit Limit with the use of the Card up to its full amount immediately after the Card is activated for making payments for chosen goods and services at terminals and remotely, cash withdrawals or funds transfers from the Card Account for any consumer purpose ("Transactions").
2. The Additional Credit Limit may be used as a one-off cash withdrawal by a funds transfer from the Credit Account for any consumer purpose. The withdrawal of any amount of the Additional Credit Limit shall be deemed a Transaction within the meaning of the Terms and Conditions and shall be subject to repayment and fees, commissions and interest, as if it were a Cash Transaction under the 'Comfort' Installment Payment Plan.

## §4.

1. The Bank shall provide to the Client the Outstanding Balance repayment schedule on each Statement and shall promptly settle repayments. In addition, at any time at the request of the Client who uses the Plan referred to in Clause 3 below, the Bank shall provide, free of charge, the Plan repayment schedule.
2. The Client may repay a part of or the whole Outstanding Balance on any date he chooses, provided, however, that the Client shall be obliged to repay at least the Minimum Amount Due as specified in the Statement. Any repayment should be made not later than on the due date specified in the Statement, which cannot be shorter than 24 days from the date of issuance of the Statement by the Bank. No payment made in the Card Account before the date of issuance of the Statement releases the Client from the obligation to pay at least the Minimum Amount Due as specified in the Statement. If this Agreement is terminated the Client shall repay the whole Outstanding Balance not later than on the day directly following the last day of the notice period. In the case that the Credit Limit is exceeded, the Client shall promptly repay the amount by which the Credit Limit is exceeded and the fee for such overrun, in the amount set forth in §8.1. After the Statement is issued, the Client may early repay the Outstanding Balance before the date indicated in the Statement. Such repayment shall be counted towards the repayment of the Outstanding Balance, taking account of the order of payments included in Clause 4 below. The Client shall not be obliged to pay any interest on the repaid portion of the Outstanding Balance after its repayment before the date determined in the Statement.
3. The Client may use a 'Comfort' Installment Payment Plan ("Plan") pursuant to the rules described in the Terms and Conditions to repay a determined Transaction or part of the Outstanding Balance in installments. The detailed terms and conditions applicable to the Plan shall be determined in the Understanding.
4. Any amounts paid or received by the Bank in connection with the Agreement shall be counted towards the Outstanding Balance due as specified in the Statement in the following order:
  - Principal and interest installments under the Plan, interest, fees and commissions;
  - Transactions.

## §5.

1. In the case of nonpayment of at least Minimum Amount Due by the date specified in the Statement, the Bank reserves the right to initiate debt collection activities against the Client in order to ensure the voluntary settlement of the amounts past due. The Bank or entities authorized to act on the Bank's behalf may undertake the following debt collection activities: telephone reminders, dunning letters and other activities pursued outside the Bank's registered office. In consideration of each debt collection activity, the Bank may charge fees in the amount specified in Clause 2 below. Any fees charged for debt collection activities shall be added to the Minimum Amount Due and be payable together with it by the date specified in the Statement.
2. In the case of nonpayment or late payment, the Bank shall charge the following fees:

## §6

1. The Bank shall be entitled to charge commissions and fees specified in §7.1 and interest accrued on the basis of the interest rate referred to in §7.2. Any fees, commissions and interest rates may change pursuant to §8.
2. The Bank shall charge any due fees, commissions and interest by debiting the Card Account, also if the said debiting results in the granted Credit Limit being exceeded.
3. The Bank shall accrue interest on amounts of all Transactions at the rate specified in §7.2 for each day, from the date of the Transaction billing on the Credit Card account until the total repayment of the Outstanding Balance. Interest on Non-Cash Transactions shall not accrue if the Outstanding Balance is repaid before the lapse of the time limit specified in the Statement, which cannot be shorter than 24 days from the date of issue of Statement by the Bank. In case of the non-payment of the Minimum Amount Due within the time indicated above the Bank can commence the debt recovery. Interest from the Cash Transaction charges the Credit Card account irrespectively of the indicated in the Statement Outstanding Balance repayment before the lapse of the time limit specified in the Statement.

**§7**

1. The Bank shall charge the following fees and commissions to the Client in connection with the Agreement:

a)

b)

2. In connection with the use of the Card pursuant to the Agreement, the Bank shall accrue interest on the basis of the floating interest rate  % p.a.

The nominal interest rate shall apply, at the same rate, to the regular and past due Outstanding Balance.

3. The effective interest rate for the Credit Limit shall be:  %

4. The total amount payable by the Client in connection with the Credit Limit granted to him shall be PLN .

**§8.**

1. Interest accrued on Transactions is established at a floating interest rate. The Bank has the right to increase the interest rate applicable to the credit granted under the Agreement, as specified in the Interest Rates Table, within 3 months from a change in any of the following indices and pursuant to the following rules:

a. if any of the following rates: reference rate, lombard rate or deposit rate, as determined by the Monetary Policy Council and published by the National Bank of Poland, is increased by at least 0.1 percentage point, the Bank is entitled to increase the interest rate by an amount in the range of 0.4 percentage point to 4 percentage points;

- b. if the inflation rate (an increase in prices of consumer goods and services) in a given calendar month of the year is at least 2%, year on year, as published by the Central Statistical Office, the Bank is entitled to increase the interest rate applicable to the Card by an amount in the range of 0.4 percentage point to 4 percentage points;
- c. if any of the following indices: interest rate for 1-month loans in Poland's interbank market (1-month WIBOR) or interest rate for 1-month deposits in Poland's interbank market (1-month WIBID), as published by Reuters, determined as the average for the full calendar month, increases by at least 0.1 percentage point, the Bank is entitled to increase the interest rate applicable to the Card by an amount in the range of 0.4 percentage point to 4 percentage points;

provided that - if more than one of the indices is changed - the Bank will notify which of the above indices is the base for such interest rate increase.

- 2. The Bank is entitled to decrease the interest rate applicable to the credit granted under the Agreement, as specified in the Interest Rates Table.
- 3. The maximum Interest Rate on the Card Account must not exceed the limit allowed by law.
- 4. The Bank informs the Client about any amendment to the interest rate specified in the Agreement or in the Table of Fees and Commissions by its prompt Delivery of it. Subject to § 12.1 below, the Client has the right to terminate the Agreement within 30 days after being notified of a given change upon 30-day notice. If the Client elects not to exercise his right to terminate the Agreement, the subject amendment is deemed approved by the Client and binding upon the parties from the date specified in the amended Interest Rate Table on.
- 5. The Bank shall inform that using a credit subject to a floating interest rate generates the risk of increase in the credit card service costs during the term of the Agreement as a result of a change in the interest rate pursuant to Clause 1 above.
- 6. The interest rates shall be included in the Interest Rate Table for Citibank Credit Card (Appendix 3 to the Terms and Conditions).
- 7. The Bank is entitled to change the Table of Fees and Commissions by increasing existing or adding new fees and commissions within 6 months from the occurrence of any of the following circumstances:
  - a. if any new service are implemented or the range of existing services is changed, pursuant to rules specified in the Agreement;
  - b. in case of amendment to existing or adoption of new laws or guidelines issued by supervisory authority regarding performance of the Agreement in the scope of fees or commissions collected for state authorities, local government authorities or courts or in the scope of new activities or the new form of activities carried out by the Bank;
  - c. in the case of an increase in actual costs incurred by the Bank in connection with provisions of service under the Agreement or in the labor intensity of such service;
  - d. if the inflation rate (an increase in prices of consumer goods and services) in a given calendar month of the year is at least 2%, year on year, as published by the Central Statistical Office.
- 8. The Bank is entitled to waive or reduce any fees or commissions specified in the Table of Fees and Commissions.
- 9. The Bank promptly informs the Client about each and every change in these Terms and Conditions, but not later than 2 months prior to the proposed effective date of such change. The Bank will promptly deliver the full text of these Terms and Conditions or amended provisions of these Terms and Conditions. In such a case the Client has the right to terminate the Agreement without notice, provided that the will of the Client in that scope has been notified to the Bank before the effective date of such changes, or to object to such changes, and such objection will be deemed tantamount to termination of the Agreement by the Client under § 12.1 - provided that it is deemed that the Agreement will terminate on the last day of the notice period or on the day directly preceding the effective date of the proposed changes, whichever is sooner. If the Client does not terminate the Agreement in accordance with the above procedure, it will be deemed that the Client has accepted the relevant provisions of the Agreement in their new wording.
- 10. The list of the applicable fees and commissions shall be included in the Table of Fees and Commissions for Citibank Credit Card (Appendix 2 to the Terms and Conditions).

#### §9.

In order to determine the effective interest rate for the Credit Limit and Additional Credit Limit, the following assumptions shall apply:

- a) This Agreement will be binding for 12 months and the Bank and the Client will perform their obligations resulting from this Agreement by the relevant deadlines specified herein;
- b) Immediately after this Agreement is signed, the Client will make one Non-Cash Transaction for the amount equal to the Credit Limit granted in the Card Account. The resulting Outstanding Balance will be repaid in 12 calendar months in equal monthly installments, starting in the month following the Transaction date. Each monthly installment will consist of principal, interest, and 1/12 of Annual Fee for the issue of and possibility to use the Primary Card charged in monthly installments. In case of cards with Annual Fee for the issue of and possibility to use the Primary Card charged yearly in one installment, the assumption is the Annual Fee shall be paid at the day the Agreement is signed and it is not included in the monthly installments. For promotional offerings where certain additional conditions of the promotion must be met to acquire the right to use a reduced or waived fee or lowered annual percentage rate, the effective interest rate shall be calculated on the basis of the amount of the fees that will be charged or the annual percentage rate that will be taken into account, if the Client fails to meet the conditions of such promotion;
- c) The date of the Transaction will be adopted as the commencement date;
- d) Intervals between dates used for calculation purposes will be denominated in months. It is assumed that the equal month is 30.41666 days;
- e) Calculation results will be presented rounded to two decimal places, provided that if the digit on the third decimal place is below 5, such digit will be ignored, and if it is equal to or higher than 5, the preceding digit will increase by 1.

#### §10.

- 1. Any claims may be filed in writing, by fax, electronically, by telephone or personally at Branches. The detailed information on addresses and telephone numbers is available on the website of the Bank. The Bank may request a written confirmation of any claims examined jointly with organizations that settle Transactions.
- 2. The Bank shall respond to a claim promptly, but not later than in 30 days from receipt of the claim. For claims examined jointly with organizations that settle Transactions, this term may be extended.
- 3. The Bank may decide to credit the Card Account with the amount subject to a claim promptly upon receiving such claim. If the Bank finds the claim to be groundless, it has the right to debit the Card Account once again with the amount subject to such claim plus fees and commissions specified in §7.1 and interest specified in §7.2. The Bank shall not charge any fees for groundless claims filed by the Client.

### §11.

1. The Client may withdraw from the Card Agreement within 14 days after it was concluded.
2. The above deadline shall be deemed met if - before its expiry - the Client submits a statement of withdrawal via the Telephone Banking Service, E-Banking Service or in writing. For a statement submitted in writing, the deadline shall be deemed met if the statement is sent before its expiry. The detailed information on addresses and telephone numbers is available on the website of the Bank. The "Statement of Withdrawal from the Citibank Credit Card Agreement" form is enclosed to the Card Agreement as Appendix 1.
3. In the case of withdrawal, the Client shall return the amount of the executed Transactions to the Bank. Such return must be made promptly, but not later than in 30 days after the submission of the statement of withdrawal. If the return of the executed Transactions is required due to the withdrawal from the Card Agreement:
  - a) The Bank will charge no interest on the Non-Cash Transactions for the period from their execution to the return of the amount due;
  - b) The Bank will charge interest on the Cash Transactions for the period from their execution to the return of the amount due, provided that:

if the Client draws down the entire Credit Limit granted, the interest for each day will be PLN .

In the case that the Client fails to repay by the above date, the Bank will be entitled to accrue interest on the basis of the interest rate for Non-Cash Transactions with the use of the Card or Cash Transactions and Funds Transfers from the Card, as specified in the Interest Rates Table.

### §12.

1. The Client may terminate the Agreement at any time upon 30-day notice. The termination notice may be submitted in writing or via the Telephone Banking Service.
2. The Bank shall have the right to terminate the Agreement at any time upon 30-day notice for valid reasons, such as:
  - a) The Client's failure to meet any of his obligations concerning the terms on which the credit was granted, as set forth in the Agreement;
  - b) Negative assessment of the Client's credit risk.
3. The Bank has the right to terminate the Agreement at any time upon 2-month notice. Termination by the Bank of the Agreement in respect of provisions concerning the rules applicable to granting and using credits extended by the Bank is also a valid reason for which the Bank may terminate the Agreement in respect of provision of payment services by the Bank.
4. The Bank shall have the right to terminate any of the optional services provided under the Agreement upon 2-month notice. The termination of any of those services shall not result in the termination of this Agreement.
5. The termination or non-renewal of the Agreement for the subsequent year pursuant to §2 shall trigger the expiration of any additional services and result in the closure of the 'Comfort' Installment Payment Plan, including the Additional Credit Limit.
6. In the case of termination of the Agreement, the Client shall be obliged to repay the Outstanding Balance in full not later than on the day following the lapse of the period of notice, subject to Clause 7 below. If the Client fails to repay the Outstanding Balance or Transactions referred to in Clause 7 below within the time limit set, the Bank shall be entitled to contractual interest for the period until the full repayment of the Outstanding Balance, calculated on the basis of the nominal interest rate applicable on the day directly following the last day of the notice period.
7. For Transactions executed before, but booked in the Card Account after the end of the period of notice hereunder, the Client shall be obliged to repay them by the date specified in the call to pay, which, however, must not be shorter than 7 Business Days.
8. If the notice period referred to in Clauses 1 through 4 expires on Saturday, the period of notice is extended and expires at the end of the Business Day following that day.
9. The Agreement shall expire upon the Client's death.

### §13.

Pursuant to applicable laws, and especially the Banking Law, and in accordance with rules and principles set forth therein, the Bank may provide information relating to the conclusion and performance of this Agreement to authorized entities.

### §14.

Any matters not regulated under this Agreement shall be governed by the Terms and Conditions, which is incorporated herein by reference as an integral part hereof. In the case of any conflict between the Terms and Conditions and this Agreement, the parties shall be bound by the Agreement.

### §15.

1. The Agreement shall not be subject to Article 131.2(b) and Article 131.2 and Article 131.3(a) of the Act on Universal Duty to Defend the Republic of Poland of 21 November 1967 (consolidated text: Journal of Laws of 2004 No. 241 item 2416, as amended).
2. The Client acknowledges and confirms that he has been informed that the Bank passes, in cases defined in the Banking Law and the Act on Disclosures of Business Information and Exchange of Business Data, personal data of Clients to:
  - a) Banking Register System kept by the Polish Banks Association having its registered office in Warsaw and to Biuro Informacji Kredytowej S.A. (Credit Information Bureau) having its registered office in Warsaw and, through their intermediation, to the financial institutions being subsidiaries of banks, in connection with liabilities arising under this Agreement. The said data may be processed by the aforesaid entities for up to 5 years after the expiry of the liability if the payment arrears under the Agreement exceed 60 days and the Bank has informed the Client about its intention to disclose such data;
  - b) Business intelligence bureaus - with regard to liabilities arising under agreements concluded with the Bank if their total value exceeds PLN 200.00, they are due for at least 60 days and at least one month has lapsed from a call to pay being issued to the Client;
  - c) Entities referred to in Article 6a through 6d of the Banking Law, including the ones to whom the Bank has commissioned the collection of its receivables.

**§16.**

1. This Agreement shall be concluded upon signing by the parties.
2. The Client shall receive the Agreement immediately after it is signed by the Bank. If any Understanding is signed, the Client will receive the confirmation of the agreed modifications.
3. The Understanding shall be effective after its terms are agreed on by the Bank and the Client by the date agreed by both parties and after the Bank obtains a positive credit approval.

**§17.**

Any Understandings connected with the Agreement must be in writing, otherwise being null and void, provided that 'in writing' also means any forms considered by law as equivalent to 'in writing', especially the electronic form as set forth in Article 7 of the Banking Law act of 29 August 1997 (consolidated text: Journal of Laws of 2002 No. 72 item 665, as amended), i.e. the Telephone Banking Service and the E-Banking Service of the Bank.

**§18.**

The Bank hereby warns about criminal liability under Article 297 §1 of the Penal Code for the submission of a document that is forged, tampered or unreliable, or attests an untruth or a written statement that is unreliable.

**§19.**

I hereby represent that pursuant to Article 97 of the Act of 29 August 1997 - Banking Law (consolidated text: Journal of Laws of 2002 No. 72 item 665, as amended) I hereby submit myself, in the scope of liabilities resulting from this Agreement, to the debt enforcement proceeding in accordance with the Civil Procedure Code. Under this representation, Bank Handlowy w Warszawie S.A. will be entitled to issue a banking enforcement order for an amount up to PLN 50,000 (say: fifty thousand zloty) and to apply for the enforceability clause for such order within 3 years after this Agreement is terminated.

**§20.**

During the term of the Agreement, the Client shall be obliged to promptly notify the Bank when the Client files a petition for bankruptcy or is declared bankrupt.

**§21.**

The Client may opt for an out-of-court procedure to settle disputes. To this end, the Client may submit a written application to initiate a proceeding before the competent authority, which is - as of the date of execution of this Agreement - the Banking Arbitrator at the Polish Banks Association. The following should be enclosed to the application: a document confirming that the claim proceeding at the Bank has been closed or the Client's statement that he has not received any reply to his claim from the Bank within 30 days of its submission. The subject matter of a proceeding before the Banking Arbitrator may only be a dispute for an amount of up to PLN 8,000. The current rules applicable to proceeding before the Banking Arbitrators are regulated in the Consumer Arbitration in Banking Rules, which are available on: [www.zbp.pl/arbiter](http://www.zbp.pl/arbiter).

**§22.**

The competent authority in charge of consumer protection is the President of the Competition and Consumer Protection Office.

**§23.**

I represent that I read the contents and terms & conditions contained in the Agreement and the Terms and Conditions of Citibank Credit Cards before concluding this Card Agreement, I understand them and I received the following documents:

- a) "Consumer Credit Information Form";
- b) "Credit Intermediary Data " form (if applicable);
- c) "Information on Variable Interest Rate Risk";
- d) "Information on Currency Risk incurred in connection with applying for a Citibank Credit Card" form (if the currency of income is not the zloty);
- e) "Statement of Withdrawal from the Agreement" form.

\_\_\_\_\_  
Signature of the Bank's representative

\_\_\_\_\_  
Client's signature

**I agree to my spouse taking a loan at the Bank.**

\_\_\_\_\_  
Signature of the Client's spouse

\_\_\_\_\_  
DATE (to be filled by the Bank's employee)