

Overdraft Facility (Credit Line) Agreement ("Agreement")

concluded on in

Bank Handlowy w Warszawie S.A. with its registered office in Warsaw at ul. Senatorska 16, 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 Business Division of the National Court Register under number KRS 000 0001538; tax number NIP 526-030-02-91; Bank's address for electronic service as recorded in the Bank's electronic addresses base on 5 December 2023: AE:PL-51087-16873-WFBWS-31; with share capital amounting to PLN 522,638,400, fully paid up (hereinafter referred to as the "Bank"), with the participation of a lending agent

with its registered office in

The first Borrower (name)

Personal number PESEL/ passport

Residence address

The second Borrower (name)

PESEL/passport no.

Residence address

Holder(s) of the Personal Account ("Account") as referred to in the Overdraft Facility (Credit Line) Application (hereinafter referred to as the "Application")

ACCOUNT NUMBER

(hereinafter referred to as the "Client(s)" or the "Borrower(s)").

§1

1. The Bank undertakes to place at the disposal of the Client(s) a sum of money from the revolving overdraft facility Account in the form of overdraft facility (Credit Line) (the "Overdraft Facility") at the latest on the next business day after the day hereof.
2. The total facility amount in the Overdraft Facility account available to the Client ("Limit") shall be PLN
3. The nominal interest rate on the Overdraft Facility shall be (%) per annum as at the day hereof; the interest rate is variable and the rules of its calculation are set out in § 6 of this Agreement.
4. The total cost of the loan, i.e. the fully drawn Overdraft Facility during any year shall be PLN , provided that the cost of the loan does not change under the terms of this Agreement.
5. The total amount payable by the Client shall be PLN
6. Monthly fee for maintaining a payment account - Personal Account in PLN is subject to modification as provided for in the Deposit Products Agreement or in the Bank Account Agreement for "Citibank Personal Account."
7. The fee charged for execution of any internal transfer order in PLN and any internal transfer order in foreign currencies shall be PLN in the Citibank Online electronic banking service.
8. The fee charged for execution of any domestic transfer in PLN (other than internal transfer order) shall be PLN in the Citibank Online electronic banking service.
9. The fee charged for cash withdrawal from the Bank's ATMs shall be PLN
10. The fee charged for cash withdrawal from ATMs other than those of the Bank shall be PLN
11. The actual annual interest rate as at the day of signing the Agreement shall be % assuming that monthly fee for maintaining a payment account - Personal Account in PLN is PLN

12. The Bank has made the following assumptions for the calculation of the actual annual interest rate for the Limit, and the total amount to be repaid:
 - a) The nominal interest rate per annum on the Overdraft Facility as stated above shall remain unchanged during the entire lending period;
 - b) The Agreement will remain valid for the period of three months and the Bank and the Client will satisfy their obligations hereunder within the deadlines set herein;
 - c) The Client will withdraw the amount equal to the Limit in full promptly after the execution of this Agreement;
 - d) The Limit shall be advanced for the highest fee allowed for a given type of Personal Account as applicable to the most frequent withdrawal mechanisms under the Agreement, such as domestic PLN transfers and internal PLN transfers, provided that such transfers are executed with the use of the Citibank Online electronic banking service, and cash withdrawals from domestic ATMs. The fee shall be payable on the day of this Agreement;
 - e) The resulting debt will be repaid within three calendar months, in installments, starting from the month immediately following the date when such withdrawals were made. Any amounts withdrawn and repaid by the contracting Parties do not need to be in equal amounts;
 - f) The initial date shall be the withdrawal date;
 - g) Each monthly installment shall consist of the principal, interest and monthly fee to be calculated on the first day of each month for maintenance of the specified type of payment account, i.e. the Personal Account in PLN, from which the Overdraft Facility was granted by the Bank, at the Table of Fees and Commissions ("Table of Fees and Commissions") attached to the Bank Account Terms and Conditions of Bank Handlowy w Warszawie S.A. ("Bank Account Terms and Conditions");
 - h) The time intervals between dates adopted for such calculations will be expressed in months on the assumption that any equal month has 30.41666 days; and
 - i) The result of calculations will be given with two decimals and when the second decimal is less than 5 that decimal will be ignored, however, when it is over 5, the first decimal will be increased by 1.
13. According to the Table of Fees and Commissions, the annual commission for the Overdraft Facility shall be as follows:
 - 0% in the first year, in the subsequent years:
 - % of the Limit, but not less than PLN 50.
14. Funds made available under the Overdraft Facility shall be used for funding the Client's daily consumer spending.
15. Throughout the term hereof, whenever the Account balance is insufficient to cover any cash withdrawals, non-cash transactions, standing orders, direct debits or transfer orders, internal transfer orders, SEPA transfer orders, foreign currency transfer orders executed by the Client(s), the Client may use the Overdraft Facility. The Limit shall be disbursed by using the withdrawal mechanisms provided for the Account and described in the Bank Account Terms and Conditions. If there are insufficient funds in the Account to cover them, accrued interest, fees and commissions shall reduce the Limit available. If there is any outstanding Limit, each payment into the Account shall be applied towards repayment of the used Limit and shall make it possible to overdraw up to the available portion of the Limit, subject to § 9(2).

§2

The Agreement has been concluded for an indefinite term. In order to be granted the Overdraft Facility, it is necessary to execute the Deposit Products Agreement. Any costs associated with the grant and utilization of the Overdraft Facility shall depend on the type of Personal Account in which the Overdraft Facility was granted.

§3

1. The Client may withdraw from the Agreement within 14 days from its execution date.
2. The withdrawal deadline shall be kept if the Client has submitted, within that deadline, their statement of withdrawal in the Citibank Online electronic banking service, CitiPhone telephone banking service or in writing, including at the Bank's Branch or after 5 December 2023 at the Bank's address for electronic service: AE:PL-51087-16873-WFBWS-31. If the statement is submitted in writing, it is sufficient to mail the statement before expiration of the deadline in order to keep it. Detailed information on addresses and telephone numbers is available on the Bank's website. The notice may be worded as set forth in the specimen form of the "Statement of withdrawal from the Overdraft Facility (Credit Line) Agreement" attached in Appendix No. 1 hereto.
3. In the event of withdrawal from the Agreement as provided for in Section 2, the Client must repay the utilized Limit into the Account plus interest due for the period until its repayment, promptly or at the latest within 30 days after submission of the statement of withdrawal from the Agreement. The interest shall be PLN per day (provided that the Limit was disbursed in full on the day hereof.).

§4

1. The Client may terminate the Agreement at any time subject to a monthly notice of termination.
2. The notice of termination must be given in writing, also at the Bank's Branch or using the CitiPhone telephone banking services or the Citibank Online electronic banking service.
3. The Bank may terminate the Agreement at any time subject to a 2-months' notice and, further, the Bank must specify the reasons for termination if it was caused by:
 - a) the Client's failure to meet any of their obligations concerning the terms of granting a credit line, as set forth in the Agreement;
 - b) negative assessment of the Client's creditworthiness.
4. In the event of termination of the Agreement, the amount of the utilized Limit, together with accrued interest, fees and commissions shall become due on the day following the expiration of the notice period.
5. If the Client fails to repay the debt within the period of notice, the Bank shall be entitled to contractual interest at the rate equal to double reference rate of the National Bank of Poland plus 5.5 percentage points (double statutory delay interest). As of the Agreement conclusion day, late payment interest shall amount to % per annum.
6. The Agreement shall expire upon any Client's death.

§5

1. Upon the Client's request, the Bank may change the Limit granted. The change may involve the increase or reduction of the Limit

as previously agreed between the Bank and the Client. The Limit may be increased if the Client has the creditworthiness as defined by the Bank and has been making the monthly payments of their income into the Account in the amount as required by the Bank and as declared in the Application. The Bank will change the Limit on the basis of an understanding amending the Agreement („Understanding”). The Bank shall charge a fee for changing the Limit of PLN in accordance with the Table of Fees and Commissions.

2. Any Understanding connected with the Agreement and other amendments to 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, including the CitiPhone telephone banking service or the Citibank Online electronic banking service. If any amendments are introduced via the CitiPhone Telephone Banking Service, the Client shall have the right to hear telephone calls implementing such amendments and to receive copies of such recordings.

§6

1. The interest rate charged for the Overdraft Facility shall be set at a variable interest rate, respectively equal to the following:
 - a. for a CitiKonto Personal Account - maximum interest determined according to the applicable provisions of law,
 - b. for a Citi Priority Personal Account - maximum interest determined according to the applicable provisions of law less 1.25 percentage points,
 - c. for a Citigold and Citigold Private Client Personal Account - maximum interest determined according to the applicable provisions of law less 2.50 percentage points.
2. The Bank shall increase or decrease the interest rate on the Overdraft Facility following the increase or decrease, as appropriate, of the rate of maximum interest. The Bank shall increase or decrease the interest rate by the value equal to the increase or decrease, as appropriate, of the rate of maximum interest on the first day when the new interest rate is in force.
3. The interest rate on a loan cannot be higher than the sum of the reference rate of the National Bank of Poland and 16 percentage points. Whenever the rate of maximum interest as determined in accordance with the applicable regulations is higher than:
 - a. for a CitiKonto-type Personal Account - the sum of the reference rate of the National Bank of Poland and 16 percentage points;
 - b. for a CitiPriorit-type Personal Account - the sum of the reference rate of the National Bank of Poland and 16 percentage points minus 1.2 percentage points; or
 - c. for a Citigold and Citigold Private Client-type Personal Account - the sum of the reference rate of the National Bank of Poland and 16 percentage points minus 2.50 percentage points, the Bank will use the lower of those values.
4. Each change of the Overdraft Facility interest rate will be communicated by the Bank on a permanent media and by displaying that information in the statement of the Personal Account and on the Bank's website.
5. The maximum interest rate on the Credit Line must not exceed the limit allowed by law.
6. The maximum interest rate allowed in the legal regulations cannot be higher than the double reference rate of the National Bank of Poland plus 3.5 percentage points (double statutory interest). The frequency of changing the National Bank of Poland's reference rate is not defined in the law and that rate is determined in resolutions of the Monetary Policy Council that are published in the Official Journal of the National Bank of Poland. The details of the reference rate are also posted on the website of the National Bank of Poland. The rate of statutory interest is announced by the Minister of Justice in the Official Journal of the Republic of Poland - Monitor Polski.
7. The Bank may reduce the interest rate on the Overdraft Facility.
8. The Bank informs that the use of any variable interest rate Overdraft Facility involves the risk of growing costs of servicing of the Overdraft Facility during the term of the Agreement as a result of changes in the interest rate.
9. The Bank shall charge interest on the used amount of the Limit for each calendar day of debt, equal to 1/365 of the annual interest and in any leap year - equal to 1/366 of the annual interest counted from the debt date until the day immediately preceding its repayment. If the total number of calendar days in which the Client used the Limit in a given settlement period does not exceed 7 calendar days, interest shall not be accrued. If the number of calendar days in which the Client used the Limit exceeds 7 days, then interest shall be accrued for the entire period of use of the Limit in the settlement period. The interest accrued for a given settlement period shall be specified in the next Account statement and shall become due as of the statement issue date.

§7

1. The Bank shall be entitled to change the Table of Fees and Commissions by increasing the amount of fees or commissions or to introduce new fees or commissions relating to the Agreement in the event of:
 - a) the launch of new services, provided that this will ensure due performance of the Agreement, will not violate the interests of the Client(s) and will not lead to an increase in the financial charges imposed on the Client(s) under the Agreement if a new service is not used;
 - b) a change in the scope or form of the services provided so far under the Agreement, provided that this will ensure due performance of the Agreement and will not violate the interests of the Client(s);
 - c) an increase in the actual costs incurred by the Bank, i.e.:
 - costs connected with the issuance of new or modification of existing recommendations, guidelines or decisions by authorities which supervise the activities of the Bank leading to an increase in costs incurred by the Bank in connection with provision of services under the Agreement;
 - costs connected with the issuance of new or an amendment to applicable laws or guidelines issued by supervisory authorities which apply to performance of the Agreement leading to an increase in costs incurred by the Bank in connection with provision of services under the Agreement;
 - actual costs incurred by the Bank in connection with provision of a service under the Agreement or an increase in the labor intensity of such a service for which the fee or commission is charged;however, the amendment of any of the items in the Table of Fees and Commissions in such a case may not result in exceeding the hitherto value or cost by more than 200%;
 - d) inflation rate (an increase in prices of consumer goods and services) equaling at least 0.25% year on year, as published by Statistics Poland (GUS) for the previous calendar month, whereby the amendment of any item in the Table of Fees and Commissions in such a case may not exceed 200% in relation to the past value.
2. The Bank shall be entitled to waive or reduce any fees or commissions specified in the Table of Fees and Commissions.
3. Changes in the Table of Fees and Commissions shall be made once a quarter at the most and in case of changes caused by paragraphs a), b), c) and d) above - the notice of change cannot be given later than six months after it took place.

4. The 200% restriction in relation to the hitherto value, referred to in the items of sub-section 1 does not apply when new items are added to the Table of Fees and Commissions, or where the hitherto fee was PLN 0.
5. The Bank will promptly notify the Client(s) or each and every change in the fees and commissions as listed in the Table of Fees and Commissions and in the Bank Account Terms and Conditions as regards changes affecting the Overdraft Limit, not later than two months before its proposed effective date. The Bank will deliver the amended Table of Fees and Commissions or the Bank Terms and Conditions by mail to the last mailing address indicated by the Client, or by e-mail to the last principal e-mail address indicated by the Client. 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, the Client may also submit their objection to the proposed changes. If the Client submits their objection, their Agreement will expire on the day directly preceding the effective date of the proposed changes. The Client shall not be charged for submitting their objection. 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.

§8

The Client(s) undertake(s) to:

1. regularly credit the Account every month with income deposits as declared in the Application;
2. notify the Bank immediately if they lodge a petition in bankruptcy or are declared bankrupt.
3. notify the Bank promptly of each change of their personal data, address or telephone numbers.

§9

1. The statement of withdrawals from the Limit and accrued interest, fees and commissions, as well as the statement of debt repayments under this Agreement shall be included in the Account statement.
2. The Bank reserves the following order in which monthly credits to the Account shall be credited to its receivables for the utilized Limit:
 - a) fees and commissions due;
 - b) interest due for the used Limit; and
 - c) the used Limit.
3. In the event of failure to make the regular monthly transfers of income into the Account, the type and amount of which have been specified in the Application, the Bank will take the following debt collection actions measures against the Client(s): reminder letters, phone reminders and other actions taken outside the Bank's office.

§10

The Client may at any time make early repayment of all or part of the debt by depositing in the Account the amount corresponding to all or part of the used Limit, plus interest for the period of actual use, as well as the fees and commissions due. The Client will not be required to pay interest on the prepaid amount of debt following its early repayment.

§11

1. If the Client fails to meet their financial obligations under this Agreement, the Client might be also required to incur court fee as well as the costs of debt execution proceedings pursuant to the Act of 17 November 1964 as amended - the Code of Civil Procedure, the Act of 28 July 2005 on Court Fees in Civil Cases, the Act of 22 March 2018 on Court Executive Officers, the Justice Minister's Regulation of 22 October 2015 regarding fees for services of legal counselors and the Justice Minister's Regulation of 22 October 2015 regarding fees for services of advocates.
2. the Bank hereby informs you that it shall provide, under the circumstances enumerated in the Act - the Banking Law and by virtue of the Act on Access to Business Information and Exchange of Business Data, the personal data of Clients to the following institutions:
 - 1) Banking Register kept by the Polish Bank Association with its registered office in Warsaw and to Credit Information Bureau (Biuro Informacji Kredytowej S.A.) with 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 data shall be processed by the entities referred to above for the period of up to 5 years after the expiration of the liability, in case the payment of an liability ensuing from the agreement is past due by more than 60 days and if the Bank announces its intention to provide such data thereto;
 - 2) business information offices with respect to liabilities arising from agreements concluded with the Bank:
 - if the total value of such liabilities exceeds PLN 200, the liabilities have been past due for at least 30 days, and after the lapse of at least one month from sending a notice to pay to the Client;
 - it has been less than six years of the maturity date of the liability, and in case of claims confirmed by a res judicata court judgment or by an order of another authority established to rule on matters of that kind, or by an arbitration award, as well as any claims confirmed by a settlement reached before a court or arbitration tribunal, or a settlement reached before a mediator and approved by a court, it has been less than six years since the claim was established;
 - 3) the entities referred to in Articles 6a-6d of the Act - the Banking Law, including the entities commissioned by the Bank to collect the Bank's receivables.
3. The Bank shall be entitled to contact the Borrower in each and every situation related to the fulfillment of the provisions hereof by means of:
 - 1) text messages to the principal mobile phone number provided by the Borrower;
 - 2) email messages to the principal e-mail address provided by the Borrower; and
 - 3) mail (letter correspondence);
 - 4) Citibank Online electronic banking service.

§12

1. The Bank hereby informs the Client that:
 - 1) the Bank's activities are supervised by the Polish Financial Supervision Authority (KNF),
 - 2) the Client has the right to ask the Financial Ombudsman for help,
 - 3) the supervision authority competent for consumer protection matters is the President of the Office of Competition and Consumer Protection (UOKiK).
2. The Bank shall inform the Client that they may opt for out-of-court procedures to settle disputes:
 - before the Banking Arbitrator at the Polish Banks Association, in accordance with the Consumer Arbitration in Banking Rules

applicable as of the effective date of the Agreement, which are available on the following website: <https://zbp.pl/dla-klientow/arbitrer-bankowy>, where the amount in dispute does not exceed PLN 12,000, based on a written or electronic application of the Client with one of the following enclosures: 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:

- 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/>;
- before the arbitration court operating at the Polish Financial Supervision Authority, in accordance with its rules. For detailed information about the arbitration court go to: https://www.knf.gov.pl/dla_konsumenta/sad_polubowny/informacje_ogolne.

Before deciding on submitting a dispute to arbitration you must read the Rules of that court and the schedule of fees.

§13

1. I declare herein that:
 - a) I have received from the Bank the information necessary to decide on the loan liability;
 - b) I have received from the Bank the explanations to any doubts raised by me;
 - c) I am aware of the risk associated with the loan liability being incurred, including the risk associated with the variable interest rate; and
 - d) I am aware of the foreign currency risk associated with any loan in a foreign currency, i.e. any currency other than the currency of my income (if the income currency is other than PLN).
2. I hereby declare that all data and information provided to the Bank and included in the documents submitted in connection with the grant of the Overdraft Facility is true.
3. The Bank hereby warns of the criminal liability under Article 297 § 1 of the Criminal Code for submitting any forged, altered, untrue or unreliable document or any untrue written statement.
4. The Borrower may, within one year after receiving the information about their creditworthiness, approach the Bank with the request for provision of written explanations concerning the evaluation of creditworthiness performed by the Bank. The Bank must reply immediately and not later than within 30 days after receiving the above request. In order to submit the aforesaid request the Client should contact the Bank via the CitiPhone telephone banking service (at the price stated in the operator's tariffs), via the Citibank Online electronic banking service, by mail or personally at the Bank's Branch.
5. I/we represent that I/we have become acquainted with and understand the terms and conditions contained in the Agreement and in the Bank Account Terms and Conditions prior to conclusion of the Agreement and I/we have received the following documents:
 - a) information form - Consumer Loan;
 - b) details of lending intermediary (if any);
 - c) the Applicant's declaration concerning the foreign currency risk (if the income currency is other than PLN);
 - d) Specimen for of the "Statement of withdrawal from the Overdraft Facility (Credit Line) Agreement";
 - e) information about incurring the credit risk and the risk associated with variable interest rate;
 - f) information on the processing of personal data.
6. Any matters unregulated in this Agreement shall be governed by the provisions of the Deposit Product Agreement or the "Citibank Personal Account" Bank Account Agreement, including the Bank Terms and Conditions. Any capitalized terms used in this Agreement but not defined herein shall have the meaning as given to them in the Bank Account Terms and Conditions.
7. This Agreement has been concluded:
 - a) in a traditional form, in two counterparts, one for each of the Parties, or
 - b) in the electronic form that satisfies the requirements for written form, in the case of an Agreement concluded in the Citibank Online electronic banking service.

Signatures

In the event of joint account, the Agreement is made with all co-Holders of the Account who shall become Borrowers and shall be jointly and severally liable for obligations hereunder.

Signature of the first Borrower

Signature of the second Borrower

Signature of the person representing the Bank

I hereby give consent to the loan incurred by my spouse.

I declare that I have read the information on the processing of personal data.

Name and surname of the Borrower's spouse

Borrower's spouse PESEL number

Signature of the Borrower's spouse