

Private Bank

CitiFolio<sup>®</sup>

Terms and Conditions



# October 19, 2014, changes are coming to the Citi Prestige® Card.

Soon the Citi Prestige Card benefits will be changing. Some existing benefits will no longer be offered, but they'll be replaced with new benefits to ensure you enjoy a world-class cardmember experience. Please see below to learn more.

## what's going away

The following benefits are available through October 18, 2014, and will be **discontinued** after that:

**Flight Points** will be earned on airline tickets purchased with your card through October 18, 2014. Any Flight Points earned through October 18, 2014, will remain eligible for transfer to your ThankYou® Member account once the matching ThankYou® Points are earned from purchases.

### Existing Relationship Bonus:

Your current Relationship Bonus is effective through your next cardmember anniversary date before October 18, 2015. After that, you will no longer earn based on spend tiers. Your bonus will be based on a fixed percentage.

**Airport Angel lounge** access will be available through October 18, 2014.

**Annual Companion Ticket** for travel to any worldwide destination and **15% savings on airfare** must be booked within a year from your first cardmember anniversary date. Please call 1-877-288-CITI to book for travel completed by October 18, 2015.

## what's coming soon

As of October 19, 2014, you'll earn ThankYou® Points per \$1 spent on purchases faster than before:

### New!

- **3X points** on air and hotel
- **2X points** on entertainment

### Continue to earn:

- 2X points on dining out
- 1X on other purchases

### Enjoy a simpler way to earn your Relationship Bonus:

As a cardmember with a Citi Private Bank relationship, you'll earn a 25% ThankYou Points bonus based on your annual spend.

Plus, take advantage of enhanced exclusive travel benefits:

**\$250 Air Travel Credit** toward flight-related expenses, including airfare, baggage fees, upgrades and more.\* There's no longer a transaction cap or the need to enroll!

**Priority Pass™ Select**, which offers access to a larger network of airport lounges with more than 700 VIP locations worldwide. A separate membership card will be issued to you and your authorized users by November 2014 for access to Priority Pass lounges along with the conditions of use.<sup>2</sup>

**Complimentary 4th night for any hotel stay** with no restrictions on the number of times you can use this benefit.<sup>3</sup>

## what's staying

You'll continue to enjoy benefits like no **foreign transaction fees** on purchases, **American Airlines Admirals® Club<sup>4</sup>** access and **Prestige Global Concierge<sup>5</sup>** with in-country experts to assist with any needs that may arise during your travels. To explore all your benefits, visit [citi.com/citiprestigechanges](http://citi.com/citiprestigechanges)

\*Pending transactions that do not post in your December billing cycle will count toward the next year's Air Travel Credit. Please visit [citi.com/citiprestige](http://citi.com/citiprestige) for the full terms and conditions.

To apply speak with a Citi Private Bank Representative.



# CITI THANKYOU® REWARDS | CITI PRESTIGE® CARD TERMS AND CONDITIONS

Citi ThankYou Rewards is offered to certain cardmembers ("you") at the sole discretion of Citibank, N.A. ("we"), the issuer of your card account ("Card Account"). ThankYou Rewards or any portion thereof may be revised or terminated with 30 days prior written notice. Any revisions may affect your ability to use the ThankYou® Points you have already accumulated. If ThankYou Rewards is terminated, you will only have 90 days from ThankYou Rewards termination date to redeem all your accumulated ThankYou Points ("ThankYou Points"). Rewards offered by ThankYou Rewards and the ThankYou Point levels required for specific rewards are subject to change without notice.

Effective October 19, 2014, unless you are participating in a limited-time offer, you will earn 3 ThankYou Points for every dollar you spend on purchases at airlines, hotels and travel agencies' and you will earn 2 ThankYou Points for every dollar you spend on purchases at restaurants and select entertainment merchants, including sports promoters, theatrical promoters, movie theaters, amusement parks, tourist attractions, record stores and video rental stores. You will earn 1 ThankYou Point for every dollar you spend on all other purchases. **Restaurants** are classified as dining establishments that primarily prepare food and drinks for immediate consumption by consumers, either on the merchant's premises or packaged for takeout, and include bars, cocktail lounges, discotheques, nightclubs, taverns and fast food restaurants. **Sports promoters** are classified as merchants that operate and promote live sporting events (professional or semi-professional), and may also include sports stadiums. **Theatrical promoters** are classified as merchants that operate live theatrical productions or concerts, and include ticketing agencies. **Movie theaters** are classified as establishments that sell tickets and refreshments for movie productions. **Amusement parks** (including zoos, circuses and aquariums) are classified as establishments that operate parks or carnivals and offer mechanical rides and games and/or live animal shows. **Tourist attractions and museums** (including art galleries) are classified as establishments that operate attractions and exhibits for tourists. **Record stores** are classified as establishments that sell CDs and related items, including online record stores. **Video rental stores** are classified as merchants that rent DVDs and/or games and related equipment for consumer use, including online video rentals. **Airlines** are classified as merchants that provide air travel. **Hotels** are classified as merchants that provide sleeping or meeting room accommodations, and may include goods and services that are on a bill for these accommodations by a hotel, motel or inn. **Travel agencies** are classified as merchants that provide travel information and booking services, and include travel aggregators and tour operators.

Limited-time promotional offers do not apply to personal banking transactions you make using your card. So you will earn only 1 point per dollar spent on these transactions.

We do not determine whether merchants appropriately identify all transactions you make on your Card Account, but we do reserve the right to determine which purchases qualify for ThankYou Points. Your ThankYou Points will not expire unless we terminate ThankYou Rewards.

ThankYou Point values and the rewards available for redemption are subject to change at any time. Check [thankyou.com](http://thankyou.com) for the most up-to-date reward collection. Citi is not responsible for products or services offered by other companies.

Note: Rewards inventory availability and point levels for rewards are not guaranteed and subject to change without notice.

## Relationship Bonus

If you are a Citi Prestige cardmember as of October 18, 2014, you will earn a Relationship Bonus through the end of your current account membership year. (The membership year begins the date you become a Citi Prestige cardmember.) Cardmembers who have a Citigold® Global Client, employees in a special offer or Citi Private Bank relationship earn a Relationship Bonus calculated as a percentage of purchases during that membership year. Your current Relationship Bonus will be effective through October 18, 2015. For those without a Citi banking relationship, the Relationship Bonus will be discontinued on your next cardmember anniversary date after October 18, 2015. It may take 1-3 billing statements for the Relationship Bonus to post to your Card Account at the end of each membership year. Effective October 19, 2014, for those with a Citi banking relationship, the bonus will be based on a fixed percentage.

## New Relationship Bonus

Citigold®	Global Client	Employees in a special offer	Citi Private Bank
15%	15%	15%	25%

Citi Private Bank is a business of Citigroup Inc. ("Citigroup"), which provides its clients access to a broad array of products and services available through bank and non-bank affiliates of Citigroup. Not all products and services are provided by all affiliates or are available at all locations. All credit products are subject to credit approval.

Citigold provides clients access to enhanced levels of services and benefits from Citibank, N.A. ("Citibank") and its affiliates in the U.S. Citibank provides banking and lending services, including the Citigold Account Package. Citi Personal Wealth Management, a business of Citigroup Inc., offers investment products through Citigroup Global Markets Inc. ("CGMI"), member SIPC. Citigroup Life Agency LLC ("CLA") offers insurance products. In California, CLA does business as Citigroup Life Insurance Agency, LLC (license number 0G56746). Citibank, CGMI and CLA are affiliated companies under the common control of Citigroup Inc.

<sup>1</sup> Effective October 19, 2014, the \$200 Statement Credit for Airline Fees will no longer be offered. The credit will apply toward purchases of \$100 or less for all fees charged by October 18, 2014. For full terms see \$200 Statement Credit for Airline Fees Terms and Conditions at [citi.com/citiprestige](http://citi.com/citiprestige).

Effective October 19, 2014, purchases made by the primary cardmember and Authorized Users on the Card Account are eligible for the \$250 Air Travel Credit. The statement credit will apply toward airline purchases, including air travel. Please allow 1-2 billing cycles after the qualifying air travel fee is charged to your Card Account for statement credit(s) to be posted to the account. This statement credit is an annual benefit available for purchases appearing on your billing statements from December through the following December. For full terms see \$250 Air Travel Credit in the Citi Prestige Card Terms and Conditions.

<sup>2</sup> Certain terms, conditions and limitations apply. Please see Priority Pass in the Citi Prestige Card Terms and Conditions. For the full terms and conditions please visit [citi.com/citiprestige](http://citi.com/citiprestige).

<sup>3</sup> This program and these terms and conditions are effective for all hotel stays until October 18, 2014. You will enjoy a complimentary fourth night with no black-out dates, twice per calendar year, when you book four consecutive nights at any MasterCard World Elite Luxury Hotel and Resort booked by a personal travel advisor designated by MasterCard ("designated travel advisor" is Carlson Wagonlit Travel). To receive your complimentary night (via a statement credit) you must: 1) Select one of the Hotels and Resorts that participate in the World Elite Luxury Hotels and Resorts Portfolio; 2) Make a reservation for a minimum, consecutive four-night stay by contacting the Citi Prestige Concierge, to book directly with a designated travel advisor; and 3) Fully pay for your stay with a Citi Prestige Card. Receive standard World Elite Hotel Benefits plus one free night (room rate for the fourth night and applicable taxes only). Hotel imposed fees and incidental guest charges are the cardmember's responsibility. The value of the free night will be the actual rate on that applicable fourth night of the reservation, even if it is different from the rate on other nights. You will be charged the total cost of the stay at checkout and will receive a credit to your statement for the cost of the free night within two billing periods following the month in which travel was completed. This benefit can only be used twice per calendar year based upon arrival dates. Only one free night is eligible per room reservation. The benefit can only be used by each primary account. Call the Travel Advisor for participating properties and current rates. This benefit is available to all Citi Prestige cardmembers worldwide. Please see Complimentary Night Hotels and Resorts Program in the Citi Prestige Card Terms and Conditions.

Starting on October 19, 2014, the terms and conditions for the International Complimentary Night Hotels and Resorts will apply. You will enjoy a complimentary fourth night with no black-out dates, when you book four consecutive nights at any hotel booked by a personal travel advisor designated by MasterCard (the "designated travel advisor" is Carlson Wagonlit Travel). Rate quoted must be equal or lower than best rate available at hotel's website. To receive your complimentary night you must: 1) Make a reservation for a minimum, consecutive four-night stay by contacting the Citi Prestige Concierge, to book directly with a designated travel advisor. 2) Fully pay for your stay with a Citi Prestige Card. Hotel imposed fees and incidental guest charges are the cardmember's responsibility. The value of the free night will be the actual rate on that applicable fourth night of the reservation, even if it is different from the rate on other nights. You will be charged the total cost of the stay at checkout and will receive a credit to your statement for the cost of the free night within two billing periods following the month in which travel was completed. This benefit can only be used by each primary account. All travel must be booked and travel started for this benefit by December 31, 2014. Please see International Complimentary Night Hotels and Resorts Program in the Citi Prestige Card Terms and Conditions.

<sup>4</sup> Benefit applies to Citi Prestige primary cardmembers who are 18 years of age or older and are traveling on American Airlines, American Eagle® or an American Connection® carrier flight number only. The primary cardmember may bring as guest(s) either immediate family (spouse, domestic partner and/or children under 18 years of age) or up to two traveling guests. This benefit does not provide access privileges to US Airways Club® lounges, Arrivals Lounge or Flagship® Lounge facilities, or other airline lounges or clubs with which American Airlines may have reciprocal lounge or club access privileges, including lounges operated by oneworld® alliance. To access the Admirals Club® lounge, the primary cardmember must present (i) his or her open and valid Citi Prestige® World Elite™ MasterCard®, (ii) his or her current government-issued I.D., and (iii) any additional required documentation. Prestige cardmembers must present a stand-by ticket or boarding pass, showing an American Airlines, American Eagle® or an American Connection® carrier flight number, valid for travel on such flight. To locate a current list of lounges please visit [aa.com/admiralsclub](http://aa.com/admiralsclub). For more information, please see Admirals Club® Access Privileges for Citi Prestige in the Citi Prestige Card Terms and Conditions at [citi.com/citiprestige](http://citi.com/citiprestige)

<sup>5</sup> Certain terms, conditions and limitations apply. Please see Citi Prestige Concierge service Provided by Ten Lifestyle Ltd. in the Citi Prestige Card Terms and Conditions.



## AMENDMENT TO CREDIT CARD DISCLOSURES

Please read and keep this notice in your account records.

**Effective August 1, 2014, the "CitiFolio Credit Card Disclosures" contained in your CitiFolio Banking Terms & Conditions is replaced with the following content contained herein.**

### Citi Private Bank Credit Card Offerings

#### Bonus Points for CitiFolio Offerings

As a Citi Private Bank client, you are eligible for bonus rewards for the credit card products you request through your CitiFolio application. These bonus rewards are honored for new accounts established through Citi Private Bank and are not available through other Citi Card product channels.

**Effective August 1, 2014, we are pleased to present the following:**

Product	Bonus Offers
<b>Citi Executive® / AAdvantage® World Elite™ MasterCard®*</b>	<b>Up to 60,000 American Airlines AAdvantage® bonus miles<sup>1</sup>:</b> <ul style="list-style-type: none"> <li>30,000 AAdvantage® bonus miles after making \$3,000 in purchases within the first 3 months of cardmembership</li> <li>An additional 30,000 AAdvantage(R) bonus miles after making \$15,000 in purchases within the first 12 months of membership</li> </ul>
<b>Citi® Platinum Select® / AAdvantage® World MasterCard®*</b>	<b>Up to 50,000 American Airlines AAdvantage® bonus miles<sup>1</sup>:</b> <ul style="list-style-type: none"> <li>30,000 AAdvantage® bonus miles after making \$3,000 in purchases within the first 3 months of cardmembership;</li> <li>An additional 20,000 AAdvantage® bonus miles after making \$15,000 in purchases within the first 12 months of cardmembership</li> </ul>
<b>Citi Prestige® Card**</b>	<b>Up to 60,000 ThankYou Points:</b> <ul style="list-style-type: none"> <li>30,000 points after \$3,000 in purchases made with your card within 3 months of account opening;</li> <li>30,000 points after a total of \$15,000 in purchases made with your card within the first 12 months of account opening</li> </ul>
<b>Citi ThankYou Premier Card**</b>	<b>Up to 50,000 ThankYou Points:</b> <ul style="list-style-type: none"> <li>30,000 points after \$3,000 in purchases made with your card within the first 3 months of account opening;</li> <li>20,000 points after a total of \$15,000 in purchases made with your card within the first 12 months of account opening</li> </ul>
<b>Citi ThankYou Preferred Card**</b>	<b>25,000 Bonus Points</b> after \$1,500 in purchases within first 3 months of account opening

**The content above only serves to communicate the bonus rewards features. Be sure to review the latest "CitiFolio Credit Card Disclosures" – provided to you in the following pages – for the full terms and conditions of the product offer.**

**Terms and conditions of accounts, products, programs and services are subject to change. If you are unsure whether you have the latest offer, please speak with your Citi Private Bank representative.**

Terms and conditions of accounts, products, programs and services are subject to change.

\* This Citi® / AAdvantage® card offer is only valid for new applicants for a Citi® / AAdvantage® account applied for pursuant to this offer and is not available to existing cardmembers or recent applicants for a Citi® / AAdvantage® credit card.

\*\* Please see Citi ThankYou card terms and conditions for complete details inside.

<sup>1</sup> American Airlines AAdvantage® miles will appear as a bonus in your AAdvantage® account 8-10 weeks after you have met the purchase requirements. Only the primary cardmember is eligible to earn miles. Purchases exclude returned goods and services, cash advances, convenience checks, transferred balances, credits, fees and interest charges.

## Citi Disclosures

For the Citi Executive® / AAdvantage® World Elite™ MasterCard® and Citi Prestige® Card

	Citi Executive® / AAdvantage® World Elite™ MasterCard®	Citi Prestige® Card
<b>Interest Rates and Interest Charges</b>		
<b>Annual Percentage Rate (APR) for Purchases</b>	<b>15.24%</b> This APR will vary with the market based on the Prime Rate.	<b>15.24%</b> This APR will vary with the market based on the Prime Rate.
<b>APR for Balance Transfers</b>	<b>15.24%</b> for transfers completed within 2 months from date of account opening. This APR will vary with the market based on the Prime Rate.	<b>15.24%</b> for transfers completed within 2 months from date of account opening. This APR will vary with the market based on the Prime Rate.
<b>APR for Cash Advances</b>	<b>25.24%</b> This APR will vary with the market based on the Prime Rate.	<b>25.24%</b> This APR will vary with the market based on the Prime Rate.
<b>Penalty APR and When it Applies</b>	Up to <b>29.99%</b> , based on your creditworthiness. This APR will vary with the market based on the Prime Rate.  This APR may be applied to your account if you:  (1) Make a late payment or  (2) Make a payment that is returned.  <b>How Long Will the Penalty APR Apply?</b> If your APRs are increased for either of these reasons, the Penalty APR may apply indefinitely.	Up to <b>29.99%</b> , based on your creditworthiness. This APR will vary with the market based on the Prime Rate.  This APR may be applied to your account if you:  (1) Make a late payment or  (2) Make a payment that is returned.  <b>How Long Will the Penalty APR Apply?</b> If your APRs are increased for either of these reasons, the Penalty APR may apply indefinitely.
<b>How to Avoid Paying Interest on Purchases</b>	Your due date is at least 23 days after the close of each billing cycle. We will not charge you any interest on purchases if you pay your entire balance by the due date each month.	Your due date is at least 23 days after the close of each billing cycle. We will not charge you any interest on purchases if you pay your entire balance by the due date each month.
<b>Minimum Interest Charge</b>	If you are charged interest, the charge will be no less than 50 cents.	If you are charged interest, the charge will be no less than 50 cents.
<b>For Credit Card Tips from the Consumer Financial Protection Bureau</b>	<b>To learn more about factors to consider when applying for or using a credit card, visit the website of the Consumer Financial Protection Bureau at <a href="http://www.consumerfinance.gov/learnmore">http://www.consumerfinance.gov/learnmore</a></b>	<b>To learn more about factors to consider when applying for or using a credit card, visit the website of the Consumer Financial Protection Bureau at <a href="http://www.consumerfinance.gov/learnmore">http://www.consumerfinance.gov/learnmore</a></b>

**SEE NEXT PAGE for more important information about the accounts.**

New York residents may contact the New York State Banking Department to obtain a comparative listing of credit card rates, fees and grace periods by calling 1-877-226-5697.

## Citi Disclosures

(continued)

	Citi Executive® / AAdvantage® World Elite™ MasterCard®	Citi Prestige® Card
<b>Fees</b>		
<b>Annual Fee</b>	<b>\$350.*</b>	<b>\$350.*</b> \$50 authorized user fee.
<b>Transaction Fees</b>		
• Balance Transfer	Either <b>\$5</b> or <b>3%</b> of the amount of each transfer, whichever is greater.	Either <b>\$5</b> or <b>3%</b> of the amount of each transfer, whichever is greater.
• Cash Advance	Either <b>\$10</b> or <b>5%</b> of the amount of each cash advance, whichever is greater.	<b>\$0.*</b>
• Foreign Purchase Transaction	<b>None.</b>	<b>None.</b>
<b>Penalty Fees</b>		
• Late Payment	Up to \$35	<b>\$0.*</b>
• Returned Payment	Up to \$35	<b>\$0.*</b>

**How We Will Calculate Your Balance:** We use a method called “daily balance.”

The information about the costs of the card described in this application is accurate as of 07/1/2014. This information may have changed after that date. To find out what may have changed, write to us at Citibank, P.O. Box 6116, Sioux Falls, SD 57117-6116.

New York residents may contact the New York State Banking Department to obtain a comparative listing of credit card rates, fees and grace periods by calling 1-877-226-5697.

**Payment Allocation:** We may apply the portion of your payments up to your Minimum Payment Due to lower APR balances first, including transferred balances. Generally, payments above your Minimum Payment Due will be applied to your highest rate balance first.

\*A change to your Citi Private Bank client status may result in an increase in your fees, after advance notice and in accordance with applicable law.

## Citi Disclosures

For the Citi® Platinum Select® / AAdvantage® World MasterCard® and Citi ThankYou® Premier Card

	Citi® Platinum Select® / AAdvantage® World MasterCard®	Citi ThankYou® Premier Card
<b>Interest Rates and Interest Charges</b>		
<b>Annual Percentage Rate (APR) for Purchases</b>	<b>15.24%</b> This APR will vary with the market based on the Prime Rate.	<b>15.24%</b> This APR will vary with the market based on the Prime Rate.
<b>APR for Balance Transfers</b>	<b>15.24%</b> This APR for transfers completed within 2 months from date of account opening will vary with the market based on the Prime Rate.	<b>15.24%</b> This APR for transfers completed within 2 months from date of account opening will vary with the market based on the Prime Rate.
<b>APR for Cash Advances</b>	<b>25.24%</b> This APR will vary with the market based on the Prime Rate.	<b>25.24%</b> This APR will vary with the market based on the Prime Rate.
<b>Penalty APR and When it Applies</b>	Up to <b>29.99%</b> , based on your creditworthiness. This APR will vary with the market based on the Prime Rate.  This APR may be applied to your account if you:  (1) Make a late payment or  (2) Make a payment that is returned.  <b>How Long Will the Penalty APR Apply?</b> If your APRs are increased for either of these reasons, the Penalty APR may apply indefinitely.	Up to <b>29.99%</b> , based on your creditworthiness. This APR will vary with the market based on the Prime Rate.  This APR may be applied to your account if you:  (1) Make a late payment or  (2) Make a payment that is returned.  <b>How Long Will the Penalty APR Apply?</b> If your APRs are increased for either of these reasons, the Penalty APR may apply indefinitely.
<b>How to Avoid Paying Interest on Purchases</b>	Your due date is at least 23 days after the close of each billing cycle. We will not charge you any interest on purchases if you pay your entire balance by the due date each month.	Your due date is at least 23 days after the close of each billing cycle. We will not charge you any interest on purchases if you pay your entire balance by the due date each month.
<b>Minimum Interest Charge</b>	If you are charged interest, the charge will be no less than 50 cents.	If you are charged interest, the charge will be no less than 50 cents.
<b>For Credit Card Tips from the Consumer Financial Protection Bureau</b>	<b>To learn more about factors to consider when applying for or using a credit card, visit the website of the Consumer Financial Protection Bureau at <a href="http://www.consumerfinance.gov/learnmore">http://www.consumerfinance.gov/learnmore</a></b>	<b>To learn more about factors to consider when applying for or using a credit card, visit the website of the Consumer Financial Protection Bureau at <a href="http://www.consumerfinance.gov/learnmore">http://www.consumerfinance.gov/learnmore</a></b>

SEE NEXT PAGE for more important information about the accounts.

New York residents may contact the New York State Banking Department to obtain a comparative listing of credit card rates, fees and grace periods by calling 1-877-226-5697.

## Citi Disclosures

(continued)

	Citi® Platinum Select® / AAdvantage® World MasterCard®	Citi ThankYou® Premier Card
<b>Fees</b>		
<b>Annual Fee</b>	<b>\$95.</b> However, this fee is waived for the first 12 months.	<b>\$125.</b> However, this fee is waived for the first 12 months.
<b>Transaction Fees</b>		
• Balance Transfer	Either <b>\$5</b> or <b>3%</b> of the amount of each transfer, whichever is greater.	Either <b>\$5</b> or <b>3%</b> of the amount of each transfer, whichever is greater.
• Cash Advance	Either <b>\$10</b> or <b>5%</b> of the amount of each cash advance, whichever is greater.	Either <b>\$10</b> or <b>5%</b> of the amount of each cash advance, whichever is greater.
• Foreign Purchase Transaction	<b>3%</b> of each purchase transaction in US dollars.	<b>None</b>
<b>Penalty Fees</b>		
• Late Payment	Up to \$35	Up to \$35
• Returned Payment	Up to \$35	Up to \$35

**How We Will Calculate Your Balance:** We use a method called “daily balance.”

The information about the costs of the card described in this application is accurate as of 07/01/2014. This information may have changed after that date. To find out what may have changed, write to us at Citibank, P.O. Box 6116, Sioux Falls, SD 57117-6116.

New York residents may contact the New York State Banking Department to obtain a comparative listing of credit card rates, fees and grace periods by calling 1-877-226-5697.

**Payment Allocation:** We may apply the portion of your payments up to your Minimum Payment Due to lower APR balances first, including transferred balances. Generally, payments above your Minimum Payment Due will be applied to your highest rate balance first.



<b>Citi ThankYou® Preferred Card</b>	
<b>Interest Rates and Interest Charges</b>	
<b>Annual Percentage Rate (APR) for Purchases</b>	<b>0%</b> introductory APR for 12 months from date of account opening.  After that, your APR will be <b>12.99%</b> . This APR will vary with the market based on the Prime Rate.
<b>APR for Balance Transfers</b>	<b>0%</b> introductory APR for 12 months from date of first transfer when transfers are completed within 4 months from date of account opening.  After that, your APR will be <b>12.99%</b> . This APR will vary with the market based on the Prime Rate.
<b>APR for Cash Advances</b>	<b>25.24%</b> This APR will vary with the market based on the Prime Rate.
<b>Penalty APR and When it Applies</b>	Up to <b>29.99%</b> , based on your creditworthiness. This APR will vary with the market based on the Prime Rate.  This APR may be applied to your account if you: (1) Make a late payment or (2) Make a payment that is returned.  <b>How Long Will the Penalty APR Apply?</b> If your APRs are increased for either of these reasons, the Penalty APR may apply indefinitely.
<b>How to Avoid Paying Interest on Purchases</b>	Your due date is at least 23 days after the close of each billing cycle. We will not charge you any interest on purchases if you pay your entire balance by the due date each month.
<b>Minimum Interest Charge</b>	If you are charged interest, the charge will be no less than 50 cents.
<b>For Credit Card Tips from the Consumer Financial Protection Bureau</b>	<b>To learn more about factors to consider when applying for or using a credit card, visit the website of the Consumer Financial Protection Bureau at <a href="http://www.consumerfinance.gov/learnmore">http://www.consumerfinance.gov/learnmore</a></b>
<b>Fees</b>	
<b>Annual Fee</b>	<b>No Annual Fee</b>
<b>Transaction Fees</b> • Balance Transfer  • Cash Advance  • Foreign Purchase Transaction	Either <b>\$5</b> or <b>3%</b> of the amount of each transfer, whichever is greater.  Either <b>\$10</b> or <b>5%</b> of the amount of each cash advance, whichever is greater.  <b>3%</b> of each purchase transaction in U.S. dollars.
<b>Penalty Fees</b> • Late Payment  • Returned Payment	Up to <b>\$35</b>  Up to <b>\$35</b>

**How We Will Calculate Your Balance:** We use a method called "daily balance."

**Loss of Introductory APR:** We may end your introductory APR and apply the Penalty APR if you make a late payment.

The information about the costs of the card described in this application is accurate as of 07/01/2014. This information may have changed after that date. To find out what may have changed, write to us at Citibank, P.O. Box 6116, Sioux Falls, SD 57117-6116.

New York residents may contact the New York State Banking Department to obtain a comparative listing of credit card rates, fees and grace periods by calling 1-877-226-5697.

**Payment Allocation:** We may apply the portion of your payments up to your Minimum Payment Due to lower APR balances first, including transferred balances. Generally, payments above your Minimum Payment Due will be applied to your highest rate balance first.

## TERMS AND CONDITIONS OF OFFER

- This offer is only valid for new accounts. You must be at least 18 years of age. If you are married, you may apply for a separate account. Citibank, N.A. (“we” or “us”) is the issuer of your account. Citibank, N.A. is located in Sioux Falls, SD.
- Federal law requires us to obtain, verify, and record information that identifies each person who opens an account, in order to help the government fight the funding of terrorism and money laundering activities. To process the Acceptance Form, we must have your name, street address, date of birth and other identifying information, and we may ask for identifying documents from you as well.
- Please allow four weeks from date of submission to process a completed application.
- We may gather information about you, including from your employer, your bank, credit bureaus and others, to verify your identity and determine your eligibility for credit, renewal of credit and future extensions of credit. In the future we may provide you with promotional offers that include balance transfer opportunities. If you ask us, we will tell you whether or not we requested a credit bureau report and the names and addresses of any credit bureaus that provide us with such reports.
- To receive a credit card, you must meet our applicable criteria bearing on creditworthiness. Your revolving credit limit or credit limit will be determined by your annual salary and wages, your other annual income and a review of your debt, including the debt listed on your credit report. You will be informed of the amount of your revolving credit limit or credit limit when you receive your card. For the Citi Executive® / AAdvantage® World Elite™ MasterCard®, some revolving credit limits may be as low as \$5,000. For the Citi® Platinum Select® / AAdvantage® World MasterCard®, some revolving credit limits may be as low as \$1,000. For the Prestige® Card and Citi ThankYou Premier Card, some revolving credit limits may be as low as \$2,000. For the Citi ThankYou® Preferred Card, some credit limits may be as low as \$500. Please note that cash advances may be limited to a portion of your revolving credit limit or credit limit.
- If you are applying for a Citi® Platinum Select® / AAdvantage® World MasterCard®, you authorize us to report to American Airlines, AAdvantage® miles earned with us. You also authorize us to share with American Airlines experiential and transactional information regarding your activity with us.
- **Notice to Ohio Residents:** The Ohio laws against discrimination require that all creditors make credit equally available to all creditworthy customers, and that credit reporting agencies maintain separate credit histories on each individual upon request. The Ohio Civil Rights Commission administers compliance with this law.
- **Notice to Wisconsin Residents:** No marital property agreement, unilateral statement, or court decree adversely affects our rights, unless you give us a copy of such agreement, statement or court order before we grant you credit, or we have actual knowledge of its terms before your account is opened.

## IMPORTANT INFORMATION ABOUT BALANCE TRANSFERS

### Balance Transfer Instructions:

1. After receiving your card, you may call the customer service number on the back of your card to transfer balances. However, if you are presented with the option to transfer a balance with your application, it will take at least 14 days after your account is opened to process balance transfer payments. During this time you may cancel or modify your balance transfer request by calling the number on the back of your card.
2. You may transfer any amount, but the total amount of your balance transfers and balance transfer fees must be less than your available revolving credit limit. Be sure you do not transfer any disputed purchase or other charge amount, as you may lose your dispute rights. You may not transfer balances from other accounts issued by Citibank, N.A. or its affiliates.
3. Continue to make payments on your other accounts until you have confirmed this balance transfer has been received. Once approved, we pay the amount of

the balance transfer directly to that issuer. The available revolving credit limit for your new card will be reduced by the total amount of the transfers, including fees, we approve.

### Things You Should Know About Your Balance Transfer Offer:

- If you transfer a balance with this offer, interest will be charged on purchases made with your credit card, unless your purchases have a 0% APR, or you pay the entire balance (including any transferred balances) in full each month by the payment due date.
- Balance transfers are made available at our discretion. All balance transfers are subject to the standard purchase APR unless an introductory or other promotional rate applies.
- If you default under your card agreement you may lose any promotional APR on the balance transfer.

## CITI® THANKYOU® REWARDS CITI PRESTIGE® CARD TERMS AND CONDITIONS

- Your Citi Prestige® Card Program includes benefits provided by Citi® or certain third party service providers (“Service Provider”). With the Citi Prestige Card you are eligible for benefits provided through the MasterCard® World Elite® program. In order to make use of these benefits you must make the qualifying purchase with your Citi Prestige Card and your card account must be open and current.
- We have the right to add, modify, or delete any Citi Prestige Card benefit, service, or feature at our discretion, at any time. Citi is not responsible for the products or services offered by other companies.
- Citi® ThankYou® Rewards is offered to certain cardmembers (“you”) at the sole discretion of Citibank, N.A. (“we”), the issuer of your card account (“Card Account”). ThankYou Rewards or any portion thereof may be revised or terminated with 30 days prior written notice. Any revisions may affect your ability to use the ThankYou Points you have already accumulated. If ThankYou Rewards is terminated, you will only have 90 days from ThankYou Rewards termination date to redeem all your accumulated ThankYou Points (“ThankYou Points”). Rewards offered by ThankYou Rewards and the ThankYou Point levels required for specific rewards are subject to change without notice.
- Unless you are participating in a limited-time offer, you will earn 2 ThankYou Points for every dollar you spend on purchases at dining establishments. You will earn one ThankYou Point for every dollar you spend on all other purchases. Definitions of dining establishments include eating places, restaurants, bars, cocktail lounges, discotheques, nightclubs, taverns and fast food restaurants. Effective October 19th, 2014, unless you are participating in a limited-time offer, you will earn 3 ThankYou Points for every dollar you spend on purchases at airlines, hotels and travel agencies’ and you will earn 2 ThankYou Points for every dollar you spend on purchases at restaurants and select entertainment merchants, including sports promoters, theatrical promoters, movie theaters, amusement parks, tourist attractions, record stores and video rental stores. You will earn 1 ThankYou Point for every dollar you spend on all other purchases. **Restaurants** are classified as dining establishments that primarily prepare food and drinks for immediate consumption by consumers, either on the merchant’s premises or packaged for takeout, and include bars, cocktail lounges, discotheques, nightclubs, taverns and fast food restaurants. **Sports promoters** are classified as merchants that operate and promote live sporting events (professional or semi-professional), and may also include sports stadiums. **Theatrical promoters** are classified as merchants that operate live theatrical productions or concerts, and include ticketing agencies. **Movie theaters** are classified as establishments that sell tickets and refreshments for movie productions. **Amusement parks** (including zoos, circuses and aquariums) are classified as establishments that operate parks or carnivals and offer mechanical rides and games and/or live animal shows. **Tourist attractions and museums** (including art galleries) are classified as establishments that operate attractions and exhibits for tourists. **Record stores** are classified as establishments that sell CDs and related items, including online record stores. **Video rental stores** are classified as merchants that rent DVDs and/or games and related equipment for consumer use, including online video rentals. **Airlines** are classified as merchants that provide air travel. **Hotels** are

*continued*

classified as merchants that provide sleeping or meeting room accommodations, and may include goods and services that are on a bill for these accommodations by a hotel, motel or inn. **Travel agencies** are classified as merchants that provide travel information and booking services, and include travel aggregators and tour operators. Limited-time promotional offers do not apply to personal banking transactions you make using your card. So you will earn only 1 point per dollar spent on these transactions. We do not determine whether merchants appropriately identify all transactions you make on your Card Account, but we do reserve the right to determine which purchases qualify for ThankYou Points. Your ThankYou Points will not expire unless we terminate ThankYou Rewards.

- In addition, you will earn one ThankYou Flight Point (“ThankYou Flight Points”) for every mile flown when airline tickets are purchased through October 18, 2014 using your Card Account. ThankYou Flight Points are earned for miles flown based on the city of origin and the city of destination provided to us when an airline ticket is purchased. We will determine how many ThankYou Flight Points will appear on your billing statement based upon airline travel distance information published by OAG Worldwide, Inc., our source of independent flight schedule information, unless we tell you otherwise. ThankYou Flight Points will post to your Card Account approximately six to eight weeks following the initial departure date of travel referenced on your airline ticket transaction.
- If you are a Citi Prestige cardmember as of October 18, 2014 you will earn a relationship bonus through the end of your current account membership year. (The membership year begins the date you become a Citi Prestige Cardmember). The Relationship Bonus is calculated as a percentage of ThankYou Points earned from Citi Prestige Card purchases during that membership year. With your Citi Private Bank relationship, you will receive an additional bonus for that relationship outlined in the chart below. The Relationship Bonus is calculated as follows:

Annual Spend	Card Relationship Bonus	PLUS	Additional Citi Private Bank Relationship Bonus
<\$50,000	5.0%		15.0%
\$50,000 - \$99,999.99	10.0%		20.0%
\$100,000 Plus	20.0%		30.0%

Note the Relationship Bonus calculation does not include any other points, such as promotional bonus points, you may have earned during that membership year. It may take 1-3 billing statements for the Relationship Bonus to post to your Card Account at the end of each membership year.

Your current Relationship Bonus is effective through October 18, 2015.

For those without a Citi banking relationship, the Relationship Bonus will be discontinued on your next cardmember anniversary date after October 18, 2015.

Effective October 19, 2014 for those with a Citi® banking relationship, the bonus will be based on a fixed percentage. You will earn a 25% relationship bonus based on your Citi Private Bank status.

This new bonus award goes into effect on your next cardmember anniversary year after October 18, 2015.

- You may earn ThankYou Points as long as your Card Account is open and current. If your Card Account is closed, you will not be able to earn ThankYou Points and you will lose any accumulated ThankYou Points that have not been transferred to your ThankYou Member Account. Balance transfers, cash advances, convenience checks, returned purchases, disputed or unauthorized purchases/fraudulent transactions, finance charges, Card Account fees, and fees for services and programs you elect to receive through us do not earn ThankYou Points unless otherwise specified.
- If you do not already have a ThankYou Rewards Member Account (“ThankYou Member Account”), one will be set up for you. ThankYou Points earned from purchases post to your Card Account at the close of each billing cycle, and at that time we will transfer the ThankYou Points you earned to your ThankYou Member Account. However, ThankYou Flight Points are not transferred to your ThankYou Member Account unless we transfer, or have previously transferred, an equal or greater number of ThankYou Points earned from purchases. ThankYou Points, including ThankYou Flight Points are not eligible for redemption until they are transferred to your ThankYou Member Account. This transfer may take up to four business days. (Bonus ThankYou Points may take one to two additional billing cycles to post to your Card Account.) ThankYou Points are not eligible for redemption until they are transferred to your ThankYou Member Account. ThankYou Points may not be redeemed and may be lost if your Card Account is not open or current.

## CITI THANKYOU® REWARDS CITI THANKYOU® PREMIER CARD TERMS AND CONDITIONS

- Citi ThankYou® Rewards is offered to certain cardmembers (“you”) at the sole discretion of Citibank, N.A. (“we”), the issuer of your card account (“Card Account”). ThankYou® Rewards or any portion thereof may be revised or terminated with 30 days prior written notice. Any revisions may affect your ability to use the ThankYou Points you have already accumulated. If ThankYou Rewards is terminated, you will only have 90 days from ThankYou Rewards termination date to redeem all your accumulated ThankYou Points (“ThankYou Points”). Rewards offered by ThankYou Rewards and the ThankYou Point levels required for specific rewards are subject to change without notice. Unless you are participating in a limited-time offer, you will earn:
  - 3 ThankYou Points for every dollar you spend on purchases at restaurants and on select entertainment merchants, including sports promoters, theatrical promoters, movie theaters, amusement parks, tourist attractions, record stores and video rental stores;
  - 2 ThankYou Points for every dollar you spend on purchases at airlines, hotels and travel agencies; and
  - 1 ThankYou Point for every dollar you spend on all other purchases.

**Restaurants** are classified as dining establishments that primarily prepare food and drinks for immediate consumption by consumers, either on the merchant’s premises or packaged for takeout, and include bars, cocktail lounges, discotheques, nightclubs, taverns and fast food restaurants. **Sports promoters** are classified as merchants that operate and promote live sporting events (professional or semi-professional), and may also include sports stadiums. **Theatrical promoters** are classified as merchants that operate live theatrical productions or concerts, and

include ticketing agencies. **Movie theaters** are classified as establishments that sell tickets and refreshments for movie productions. **Amusement parks** (including zoos, circuses and aquariums) are classified as establishments that operate parks or carnivals and offer mechanical rides and games and/or live animal shows. **Tourist attractions and museums** (including art galleries) are classified as establishments that operate attractions and exhibits for tourists. **Record stores** are classified as establishments that sell CDs and related items, including online record stores. **Video rental stores** are classified as merchants that rent DVDs and/or games and related equipment for consumer use, including online video rentals. **Airlines** are classified as merchants that provide air travel. **Hotels** are classified as merchants that provide sleeping or meeting room accommodations, and may include goods and services that are on a bill for these accommodations by a hotel, motel or inn. **Travel agencies** are classified as merchants that provide travel information and booking services, and include travel aggregators and tour operators. We do not determine how merchants or establishments are classified; however, they are generally classified based upon the merchant’s primary line of business. We reserve the right to determine which purchases qualify for this offer. Purchases not eligible to receive the additional ThankYou Points include, but are not limited to, purchases made at warehouse clubs, discount stores, department stores and convenience stores.

- You may earn ThankYou Points as long as your Card Account is open and current. If your Card Account is closed, you will not be able to earn ThankYou Points and you will lose any accumulated ThankYou Points that have not been transferred to your ThankYou Member Account. Balance transfers, cash advances, convenience checks, returned purchases, disputed or unauthorized purchases/fraudulent

transactions, finance charges, Card Account fees, and fees for services and programs you elect to receive through us do not earn ThankYou Points unless otherwise specified.

- If you do not already have a ThankYou Rewards Member Account ("ThankYou Member Account"), one will be set up for you. ThankYou Points earned from purchases post to your Card Account at the close of each billing cycle, and at that

time we will transfer the ThankYou Points you earned to your ThankYou Member Account. (Bonus ThankYou Points may take one to two additional billing cycles to post to your Card Account.) ThankYou Points are not eligible for redemption until they are transferred to your ThankYou Member Account. ThankYou Points may not be redeemed and may be lost if your Card Account is not open or current.

## CITI THANKYOU® REWARDS CITI THANKYOU PREFERRED CARD TERMS AND CONDITIONS

Citi ThankYou Rewards is offered to certain cardmembers ("you") at the sole discretion of Citibank, N.A. ("we"), the issuer of your card account ("Card Account"). ThankYou Rewards or any portion thereof may be revised or terminated with 30 days prior written notice. Any revisions may affect your ability to use the ThankYou Points you have already accumulated. If ThankYou Rewards is terminated, you will only have 90 days from ThankYou Rewards termination date to redeem all your accumulated ThankYou Points ("ThankYou Points"). Rewards offered by ThankYou Rewards and the ThankYou Point levels required for specific rewards are subject to change without notice.

Unless you are participating in a limited-time offer, you will earn 2 ThankYou Points for every dollar you spend on purchases at restaurants and on select entertainment merchants including sports promoters, theatrical promoters, movie theaters, amusement parks, tourist attractions, record stores and video rental stores; 1 ThankYou Point for every dollar you spend on all other purchases.

**Restaurants** are classified as dining establishments that primarily prepare food and drinks for immediate consumption by consumers, either on the merchant's premises or packaged for take-out, and include bars, cocktail lounges, discotheques, nightclubs, taverns and fast food restaurants. **Sports promoters** are classified as merchants that operate and promote live sporting events (professional or semi-professional), and may also include sports stadiums. **Theatrical promoters** are classified as merchants that operate live theatrical productions or concerts, and include ticketing agencies. **Movie theaters** are classified as establishments that sell tickets and refreshments for movie productions. **Amusement parks** (including zoos, circuses and aquariums) are classified as establishments that operate parks or carnivals and offer mechanical rides and games and/or live animal shows. **Tourist attractions and museums** (including art galleries) are classified as establishments that operate attractions and exhibits for tourists. **Record stores** are

classified as establishments that sell CDs and related items, including online record stores. Video rental stores are classified as merchants that rent DVDs and/or games and related equipment for consumer use, including online video rentals.

We do not determine how merchants or establishments are classified, however, they are generally classified based upon the merchant's primary line of business. We reserve the right to determine which purchases qualify for this offer. Purchases not eligible to receive the additional ThankYou Points include, but are not limited to, purchases made at warehouse clubs, discount stores, department stores and convenience stores.

You may earn ThankYou Points as long as your Card Account is open and current. If your Card Account is closed, you will not be able to earn ThankYou Points and you will lose any accumulated ThankYou Points that have not been transferred to your ThankYou Member Account. Balance transfers, cash advances, convenience checks, returned purchases, disputed or unauthorized purchases/fraudulent transactions, interest charges, Card Account fees, and fees for services and programs you elect to receive through us do not earn ThankYou Points unless otherwise specified.

If you do not already have a Citi ThankYou Rewards Member Account ("ThankYou Member Account"), one will be set up for you. ThankYou Points post to your Card Account at the close of each billing cycle, and at that time we will transfer ThankYou Points you earned to your ThankYou Member Account. (Bonus ThankYou Points may take one to two additional billing cycles to post to your Card Account.) ThankYou Points are not eligible for redemption until they are transferred to your ThankYou Member Account. ThankYou Points may not be redeemed and may be lost if your Card Account is not open or current.

### AWARD PROGRAM INFORMATION

Citi Executive® / AAdvantage® World Elite™ MasterCard®  
Citi® Platinum Select® / AAdvantage® World MasterCard®

The Citi® / AAdvantage® card is offered in many countries. This offer is valid only for U.S. residents. If you are not a U.S. resident, visit [www.global.aadvantage.citicards.com](http://www.global.aadvantage.citicards.com) for information on how to apply for the card where you live.

American Eagle® service is operated by Envoy Air Inc., SkyWest Airlines, Inc., ExpressJet Airlines, Inc., or Republic Airline Inc. The American Connection® service is operated by Chautauqua Airlines, Inc.

American Airlines reserves the right to change AAdvantage® program rules, regulations, travel awards and special offers at any time without notice and to end the AAdvantage® program with six months notice. Any such changes may affect your ability to use the mileage awards or credits that you have accumulated. Members may not be able to obtain all offered awards at all times or use awards for all destinations or on all flights. AAdvantage® travel awards, mileage accrual and special offers are subject to government regulations. Unless specified, AAdvantage® miles earned through this promotion/offer do not count toward elite-status qualification or AAdvantage Million Miler<sup>SM</sup> status. American Airlines is not responsible for products or services offered by other participating companies. For complete details about the AAdvantage® program, visit [aa.com/aadvantage](http://aa.com/aadvantage).

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**oneworld** is a mark of the **oneworld** Alliance, LLC.

Citibank is not responsible for products or services offered by other companies. Cardmember benefits are subject to change.

The Citi Executive® / AAdvantage® World Elite™ MasterCard® card is issued by Citibank, N.A.

The Citi® Platinum Select® / AAdvantage® World MasterCard® card is issued by Citibank, N.A.

Citi Private Bank is a business of Citigroup Inc. ("Citigroup"), which provides its clients access to a broad array of products and services available through bank and non-bank affiliates of Citigroup. Not all products and services are provided by all affiliates or are available at all locations. All credit products are subject to credit approval.

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Visa® is a registered trademark of Visa International Service Association.



## AMENDMENT TO THE MARKETPLACE ADDENDUM PUBLISHED ON MAY 20, 2014

Please read and keep this notice with your important account records.

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### THE FOLLOWING ONLY APPLIES TO CITI PRIVATE BANK CLIENTS WHO HAVE CITIGOLD ACCOUNTS

#### Important changes regarding the Citigold® Account Package

Effective January 1, 2015 the following products will no longer be used to determine your combined average monthly balance range to waive fees, including the monthly service fees, and to determine your eligibility for other Citigold Account Package benefits, including higher ATM withdrawal limits, higher Point of Sale transaction limits and reimbursements of other banks ATM withdrawal fees:

Checking Plus®, Checking Plus® (variable rate), Credit Cards, Custom Credit Line, Home Equity Line of Credit, Home Equity Loan, Mortgage, Personal Loan, Portfolio Line of Credit\*, Preferred Line, Preferred Loan, Ready Credit®, Secured Personal Loan, and Secured Ready Credit®.

As a result, effective January 1, 2015 the following changes are made to the section of the Marketplace Addendum titled "The Citigold® Account Package":

The chart in the second paragraph of the "Linked Accounts" section is deleted in its entirety and replaced with the following:

Deposits	Retirement Accounts	Investments*
Checking (Non-Interest Regular Checking or Citigold Interest Checking) Day-to-Day Savings Money Market Accounts Certificates of Deposit	IRAs and Roth IRAs, CGMI IRAs and Roth IRAs, and Keoghs (except Keogh plans with participants other than the account owner and spouse, or partners and their spouses)	Investments held in your Linked CGMI Accounts** and annuity positions shown on Linked CGMI Account statements***

\* Offered through CGMI

\*\* Reduced by the amount of any outstanding margin loan balance. Accounts carried and securities-based lending provided by Pershing LLC, member FINRA, NYSE, SIPC

\*\*\* Except tax-qualified annuities which includes annuities that qualify under Sections 401, 403, 408 and 457 of the Internal Revenue Code

- The heading "Linked Loans and Lines of Credit Balances" and the first paragraph under said heading are deleted.

- The chart detailing the combined average balance ranges and their impact on certain fees is deleted in its entirety and replaced with the following:

Combined Average Monthly Balance Range*	Monthly Service Fee	Non-Citibank ATM Fee†**	Per Check Fee
\$0 - \$49,999.99	\$30.00	None	None
\$50,000 - \$99,999.99 Deposit and Retirement Accounts ONLY	None	None	None
\$100,000 or more (Deposit, Retirement and Investment Accounts)	None	None	None

\* Combined average monthly balances for the calendar month prior to the last Business Day of your monthly statement period will be used to determine fees which will appear as a charge on the statement you receive for the next monthly period.

† Citibank customers can get cash, get information and transfer balances between eligible linked Citibank accounts with no ATM usage fee when you use your Citibank® ATM or Debit Card at ATMs in Citibank branches and Citibank branded ATMs at other locations. Not all ATMs are owned or operated by Citibank. Not all functions are available at all ATMs.

\*\* Fees charged to you by other institutions for your transactions on non-Citibank ATMs are beyond Citibank's control and are in addition to the fees listed here. If you are charged a fee for the use of a Proprietary Citibank ATM, please contact us for a full refund.

**Effective January 1, 2015: The Quicken service noted in the "Other Fees and Charges for All Accounts" chart has been changed for Citigold Accounts to reflect the following:**

Other Fees and Charges for All Accounts		
Service	Regular Fees*	Citigold® Account Package Fees
Quicken (Per Monthly Statement Period)	\$9.95	WAIVED <sup>9</sup>

\* Regular fees apply to accounts that are not Citigold® Accounts.

9. Monthly fee of \$9.95 will be waived if during the calendar month prior to the last business day of your monthly statement period the Citigold Account Package had a combined average balance of:

- 50,000 and above in deposit and retirement balances; or
- \$100,000 and above in deposit, retirement and investment balances

Fee will be assessed if combined average balance requirement is not met.

*All other terms and conditions of the Marketplace Addendum remain in full force and effect.*

**Terms, conditions and fees for accounts, products, programs and services are subject to change.**

Citi Private Bank is a business of Citigroup Inc. ("Citigroup"), which provides its clients access to a broad array of products and services available through bank and non-bank affiliates of Citigroup. Not all products and services are provided by all affiliates or are available at all locations.

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Item PBG70002AMD-CG (07/14)



## **AMENDMENT TO THE MARKETPLACE ADDENDUM PUBLISHED ON MAY 20, 2014**

**Please read and keep this notice with your important account records.**

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### **IMPORTANT CHANGE REGARDING FUNDS AVAILABILITY AT CITIBANK (ALL MARKETPLACES)**

Effective June 1, 2014, funds from a Citibank, N.A. check drawn on any U.S. Citibank branch will be made available immediately on the business day of deposit if made with a teller regardless of the location of the branch where the deposit is made.

As a result of this change, the first paragraph under "Check Deposits Given Special Availability" in the Funds Availability at Citibank section of your Marketplace Addendum is revised as follows:

Funds from the following types of checks are available immediately on the Business Day of deposit if made with a teller:

- U.S. Treasury Checks, Federal Reserve Bank Checks, Federal Home Loan Bank Checks, U.S. Postal Money Orders
- A Citibank, N.A. check drawn on a U.S. Citibank branch
- Cashier's Checks, Teller's Checks, Certified Checks, and Travelers Checks
- State and Local Government Checks issued by the State or by the general purpose units of Local Government.

**The description of "Citibank, N.A." checks together with footnote 2 on page 23 of your Marketplace Addendum is no longer applicable and is deleted.**

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*All other terms and conditions of the Marketplace Addendum remain in full force and effect.*

**Terms, conditions and fees for accounts, products, programs and services are subject to change.**

Citi Private Bank is a business of Citigroup Inc. ("Citigroup"), which provides its clients access to a broad array of products and services available through bank and non-bank affiliates of Citigroup. Not all products and services are provided by all affiliates or are available at all locations.





## AMENDMENT TO THE CLIENT MANUAL – CONSUMER ACCOUNTS PUBLISHED ON MAY 20, 2014

Please read and keep this notice with your important account records.

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### EFFECTIVE JUNE 7, 2014

Accounts opened by residents of Pennsylvania and Delaware will be subject to the governing state law of South Dakota.

The following replaces the Governing State Law chart on page 4 of the Client Manual:

#### Governing State Law

If you open your account, or sign up for a service remotely (i.e., Citibank® Online, CitiPhone Banking®) and reside here...	Then the governing state law will be...
California	California
Connecticut	Connecticut
Florida	Florida
Illinois	Illinois
Maryland	Maryland
Massachusetts	Massachusetts
Nevada	Nevada
New Jersey	New Jersey
New York	New York
Texas	Texas
Virginia	Virginia
Washington, D.C.	Washington, D.C.
Any other state in the U.S.	South Dakota

*All other terms and conditions of the Client Manual – Consumer Accounts remain in full force and effect.*

**Terms, conditions and fees for accounts, products, programs and services are subject to change.**

Citi Private Bank is a business of Citigroup Inc. ("Citigroup"), which provides its clients access to a broad array of products and services available through bank and non-bank affiliates of Citigroup. Not all products and services are provided by all affiliates or are available at all locations.

Private Bank

# Terms and Conditions



- [General Terms and Conditions](#)
- [Citi Private Bank Privacy Notice](#)
- [Client Funds Transfer Agreement](#)
- [Client Manual](#)
- [Marketplace Addendum](#)
- [Credit Card Disclosures for CitiFolio](#)



## General Terms and Conditions

**This section sets out general terms and conditions applicable to all accounts, credit and services which you may apply for through the Application and Agreement.**

**When you apply for an account, credit or service, you are agreeing to the agreements, rules, regulations, terms, conditions and disclosures therefor as in effect from time to time, whether set forth herein or any other document.**

### DEFINITIONS

The term "Application and Agreement" means the Citi Private Bank Client Relationship Agreement or CitiFolio® Application, as applicable.

The terms "you" and "your" refer to you, the applicant. If two or more applicants have applied for accounts, credit and services, "you" and "your" mean each of them individually and jointly.

The term "Citibank" refers to Citibank, N.A.

The term "Citigroup" means Citigroup Inc.

Unless otherwise defined herein, the terms "we", "us", and "our" refer to any or all of the affiliates of Citigroup providing accounts, credit and services available through the Application and Agreement, as the context requires.

Unless otherwise defined herein, the term "business day" means any day of the week that is not a Saturday, Sunday or bank holiday in New York, New York.

### CONFIDENTIALITY AT CITIBANK

Please refer to the Client Manual (Consumer Accounts) under the heading titled "Electronic Banking" in the section "Confidentiality at Citibank."

Note: In connection with providing or maintaining any account, credit or service granted to you pursuant to your Application and Agreement, data may be transferred to, stored and processed in other countries, including for purposes relating to the operation thereof. Such purposes include, but are not limited to: processing of instructions/ transactions and the generation of confirmations, advices and statements; maintenance of accurate "know your customer" information;

the operation of control systems; the operation of management information systems and allowing Citigroup affiliates' staff who share responsibility for managing your relationship from other offices to view information about you. This data may become subject to the legal disclosure requirements of other countries, which may have differing laws relating to the degree of confidentiality afforded client information and such data may become subject to the laws and disclosure requirements thereof.

For additional information about our privacy practices, please refer to the Citi Private Bank Privacy Notice.

### PRIVACY AND INFORMATION SHARING AT CITI PRIVATE BANK

Citi Private Bank, a business of Citigroup Inc. provides banking, investment and other products and services through various Citigroup affiliates, listed in the Citi Private Bank Privacy Notice immediately following these General Terms and Conditions.

You probably chose the Citi Private Bank for its global reach and its ability to offer you the wide range of products and services available through Citigroup affiliates. While information is essential to our ability to provide superior service and appropriate product offerings to you, we also believe your trust in our handling of that information is one of our most important assets.

The security of personal information about you is our priority. We protect this information by maintaining physical, electronic and procedural safeguards that meet applicable law. We train our employees in the proper handling of personal information. When we use other companies to provide services for us, we require them to protect the confidentiality of personal information they receive.

Clients expect us to know who they are when they call us for service. We collect and use information in order to help us meet those expectations and to serve their individual needs. What's more, we use that information to tailor Citi product and service offerings to different client needs and to enable us to extend those offers at appropriate times in their lives. At the same time, by maintaining information, we eliminate the inconvenience of requiring clients to supply us with the same data over and over again. In addition, we collect and use information to meet legal and regulatory standards (e.g., "Know Your Customer" requirements) and to operate prudently (e.g., managing credit risk).

We collect nonpublic personal information about clients from applications, other forms or documentation, clients' transactions or communications with us, and from Citigroup affiliates or nonaffiliated third parties, such as credit bureaus and personal references.

We do not disclose nonpublic personal information about Private Bank clients or former clients, except to bring them products and services available through the Citi Private Bank, to help serve their individual needs, to companies that perform marketing, research and services on our behalf, or as permitted or required by law.

Please note that if you establish or maintain an account, credit, product or service directly with any Citigroup affiliate other than through a Private Bank relationship or through a Private Bank referral, you may receive a notice from that Citigroup affiliate regarding its privacy practices. The practices described in that notice and not the practices described here will apply to that relationship. Your Private Bank Team can assist you with obtaining the information needed to contact that affiliate if you wish to discuss their privacy practices.

For additional information about our privacy practices, please refer to the Citi Private Bank Privacy Notice immediately following these General Terms and Conditions or call your Private Bank Team.

## CHANGING YOUR ACCOUNT RECORDS

It is important that your account records be kept up-to-date. Please keep us informed of any change in your name, address, employment or contact information. Please contact your Citi Private Bank Representative or call Customer Service for the Citi Private Bank at 1-800-870-1073.\* Be sure to change this information on all of your accounts.

*\*To ensure quality service, calls are randomly monitored and may be recorded.*

## RECORDING YOUR SERVICE REQUESTS

You agree that we may monitor and record the conversations our employees have with you. We do this from time to time to monitor the quality of service and accuracy of information our employees give you and to ensure that your instructions are followed.

## INSTRUCTIONS ON JOINT ACCOUNTS

Unless otherwise provided in the Application and Agreement or the specific governing document for an account, credit or service, accounts opened in the names of two or more individuals will be considered joint accounts. With a joint account, we can act on the instructions of any one or more of the joint account owners whose signatures are on file with us. We will follow these instructions until we receive written notice to the contrary from any account owner or until we are aware of any dispute relating to the account. Thereafter, we may require all owners to authorize any subsequent instructions. Either joint account owner may close a joint account.

## AMENDMENTS/CHANGES TO THESE GENERAL TERMS AND CONDITIONS

We reserve the right to change these General Terms and Conditions as required by law or our policy and will revise them from time to time to reflect these changes. Copies will be available from your Citi Private Bank Representative. We suggest that you keep any notification of changes along with the rest of your account information. Unless otherwise required by law, we may amend these General Terms and Conditions without prior notice to you. If we choose to notify you or are required by law to notify you of changes to these General Terms and Conditions, we may mail or deliver a notice, a statement message, or an electronic message to you at the last address we have on file for you. Except as otherwise required or permitted by law, any such amendment shall apply only to transactions, claims or disputes arising after the date such amendment becomes effective.

## LEGAL PROCESS

We may comply with any writ of attachment, adverse claim, execution, garnishment, tax levy, restraining order, subpoena, warrant or other legal process which we believe (correctly or otherwise) to be valid. A fee for processing will be assessed. NOTE: If we are not fully reimbursed for our record search, photocopying and handling costs by the party which served the process, we may charge such costs to any account of yours, as we determine, in addition to our minimum legal process fee. You agree to indemnify, defend and hold us harmless from all actions, claims, liabilities, losses, costs and damages (including attorney's fees) associated with our compliance with any process that we believe to be valid. Accounts opened with trust or fiduciary designations (e.g., "XYZ Inc.-Client Trust Account") may be subject to levies and other legal process against your property unless our records clearly reflect the existence of an express written trust or court order.

We will not pay interest on any funds we hold or set aside in response to legal process. You agree that we may honor legal process which is served by mail or facsimile transmission, or at any of our offices, even if the law requires personal delivery at the office where you maintain your account.

## GOVERNING LAW

Unless otherwise provided in the specific governing document for an account, credit or service, accounts, credit and services shall be governed by and construed in accordance with federal laws and regulations; provided that, to the extent that such laws do not apply, accounts, credit and services shall be governed by and construed in accordance with the laws of the state governing your account relationship.

## CONSENT TO JURISDICTION/JURY TRIAL WAIVER

Except as otherwise provided by applicable law or the specific governing document for an account, credit or service, you irrevocably submit to the jurisdiction of any New York State or Federal court sitting in the Borough of Manhattan, City and State of New York, and you irrevocably agree that any action may be heard and determined in such New York State court or Federal court. You irrevocably waive, to the fullest extent you may effectively do so, the defense of an inconvenient forum to the maintenance of any such action in such jurisdiction. You irrevocably agree that the process relating to any such action in such jurisdiction may be served by mailing copies thereof to the address you have provided in your Application and Agreement by registered or certified mail (postage prepaid) or by hand delivery of copies thereof to a person of suitable age and discretion at such address, such service to become effective three business days after such mailing or on the date of such delivery, as the case may be. You may also be served in any other manner permitted by law UNLESS OTHERWISE PROHIBITED, YOU AND WE WAIVE TRIAL BY JURY IN ANY SUCH ACTION OR ANY COUNTERCLAIM RELATING THERETO.

## **LIENS AND SET-OFF**

Except where prohibited by law, you give us a continuing lien on any account or other personal property of yours which is in our possession, including but not limited to bank deposits and securities. This lien shall be in the amount of any and all liabilities and obligations you may owe to us whether such liabilities and obligations exist now or are incurred in the future. You agree that such liabilities or obligations may be satisfied by applying any of your personal property with us. We may apply funds in your accounts with us or sell your personal property which is not an account, by public or private sale at our discretion, and use the proceeds of such sale to satisfy such liabilities or obligations whether or not such liability or obligation is subject to a contingency.

## **SEVERABILITY**

If any provision of these General Terms and Conditions shall be invalid, illegal or unenforceable in any jurisdiction, the validity, legality and enforceability of the remaining provisions, or of such provision in any other jurisdiction, shall not in any way be affected or impaired.

## **CONFLICTING TERMS**

If any provision of these General Terms and Conditions conflicts with that in the specific governing document for an account, credit or service, the provision in the specific governing document shall take precedence.

Private Bank



## FACTS

### WHAT DOES CITI PRIVATE BANK DO WITH YOUR PERSONAL INFORMATION?

<b>Why?</b>	Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.	
<b>What?</b>	<p>The types of personal information we collect and share depend on the product or service you have with us. This information can include:</p> <ul style="list-style-type: none"> <li>▪ Social Security number and assets</li> <li>▪ account balances and transaction history</li> <li>▪ credit history and investment experience</li> </ul> <p>When you are <i>no longer</i> our customer, we continue to share your information as described in this notice.</p>	
<b>How?</b>	All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons Citi Private Bank chooses to share; and whether you can limit this sharing.	
<b>Reasons we can share your personal information</b>	<b>Does Citi Private Bank share?</b>	<b>Can you limit this sharing?</b>
<b>For our everyday business purposes –</b> such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus	Yes	No
<b>For our marketing purposes –</b> to offer our products and services to you	Yes	No
<b>For joint marketing with other financial companies</b>	No	We don't share
<b>For our affiliates' use in providing you products and services meeting your private banking needs</b>	Yes	No
<b>For our affiliates' everyday business purposes –</b> information about your transactions and experiences	No	We don't share
<b>For our affiliates' everyday business purposes –</b> information about your credit worthiness	No	We don't share
<b>For our affiliates to market to you</b>	No	We don't share
<b>For nonaffiliates to market to you</b>	No	We don't share
<b>Questions?</b>	Call toll-free 1-800-870-1073	

Who we are	
Who is providing this notice?	This notice is provided by the business units of Citigroup Inc., and its affiliates, including, but not limited to, Citibank, N.A., Citicorp North America, Inc., Citicorp Trust Delaware, N.A., Citicorp Trust South Dakota, Citicorp USA, Inc. Citi Private Advisory, LLC and Citigroup Global Markets Inc., dedicated to providing you the products and services of Citi Private Bank.
What we do	
How does Citi Private Bank protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings.
How does Citi Private Bank collect my personal information?	<p>We collect your personal information, for example, when you</p> <ul style="list-style-type: none"> <li>▪ provide account information or give us your contact information</li> <li>▪ provide employment information or apply for a loan</li> <li>▪ enter into an investment advisory contract.</li> </ul> <p>We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.</p>
Why can't I limit all sharing?	<p>U.S. Federal law gives you the right to limit only</p> <ul style="list-style-type: none"> <li>▪ sharing for affiliates' everyday business purposes – information about your creditworthiness</li> <li>▪ affiliates from using your information to market to you</li> <li>▪ sharing for nonaffiliates to market to you</li> </ul> <p>U.S. State laws and individual companies may give you additional rights to limit sharing.</p>
Definitions	
Affiliates	<p>Companies related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> <li>▪ Citi Private Bank does not share with our affiliates, except to provide you products and services meeting your private banking needs.</li> </ul>
Nonaffiliates	<p>Companies not related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> <li>▪ Citi Private Bank does not share with nonaffiliates so they can market to you.</li> </ul>
Joint marketing	<p>A formal agreement between nonaffiliated financial companies that together market financial products and services to you.</p> <ul style="list-style-type: none"> <li>▪ Citi Private Bank doesn't jointly market.</li> </ul>



## Client Funds Transfer Agreement

This Client Funds Transfer Agreement (“Agreement”) sets forth the terms and conditions under which you may from time to time instruct Citibank, N.A. (hereafter referred to as “Citibank”, “we”, “us” or “our”) to transfer funds from any of your accounts maintained with Citibank (i) to other accounts internally within Citibank or externally with other financial institutions, (ii) to issue foreign exchange drafts or cashier’s checks, or (iii) to effect standing instructions (hereafter referred to as “Transactions”), you agree that any such transfer will be subject to the terms and conditions set forth in this Agreement.

This Agreement also applies to a subset of Transactions referred to herein as “Remittance Transfers”. A Remittance Transfer is an electronic transfer of funds initiated from a consumer (non-business entity) account located in the U.S. primarily for personal, family or household purposes to a designated recipient in a non-U.S. country. Beginning on October 28, 2013, federal law will provide certain rights for Remittance Transfers. As noted throughout this Agreement, different rules apply to Remittance Transfers. Also, for each Remittance Transfer that you initiate, Citibank must provide you with certain disclosures required by federal law at the time you initiate the transfer. To the extent that the provisions of this Agreement are inconsistent with the disclosures provided to you for a Remittance Transfer, the provisions of such disclosures shall govern.

As used in this Agreement, the term “business day” means any day that is not a Saturday, Sunday or bank holiday.

1. **AUTHORIZATION.** You authorize Citibank to act on any of your instructions to execute Transactions that it receives in person, by telephone or in writing (original, facsimile or PDF) or by electronic communication (by such means as you and we mutually agree from time to time) from any one of your authorized account signers or from any one of your designated representatives identified as such by you to your Citi Private Bank Representative (authorized signers and designated representatives collectively hereafter referred to as “Authorized Parties”).

2. **RELIANCE BY CITIBANK.** Citibank will rely on the information you provide in making a funds transfer on your behalf. You understand that it is your responsibility to provide Citibank with accurate information regarding that transfer, including the account number of the beneficiary of the funds transfer (such as “IBAN”) and where applicable, the number (such as “BIC” or “SORT”) identifying the beneficiary institution, since payment will be processed based on the number(s) provided by you. Should you provide an incorrect account number and or beneficiary institution identifier, you understand that any losses resulting from the funds being credited to the wrong account will be your responsibility.

For certain Remittance Transfers, you may be required at the time you initiate the request to provide Citibank with information regarding the currency in which the beneficiary account is maintained. You understand and acknowledge that Citibank will rely on this information in executing your instructions in accordance with the provisions set forth in the “Currency of Transfer” Section of this Agreement.

3. **SECURITY PROCEDURES.** Citibank will follow security procedures designed for your and our protection to verify that your instructions have been properly authorized. The security procedure Citibank follows depends on the method you choose to give your instructions: generally, verbal authentication for Transactions made by telephone and signature verification of an Authorized Party for Transactions made in writing. Citibank may require written and signed instructions (original, facsimile or PDF) from an Authorized Party for certain Transactions. Such Transactions may include: (i) instructions to transfer funds from an account requiring two or more Authorized Parties, (ii) instructions to transfer funds to a new beneficiary not previously associated with your accounts and (iii) Transactions in excess of a specific amount determined by

Citibank from time to time, excluding internal transfers between Citibank accounts made by an Authorized Party authorized on both accounts. In addition, Citibank may verify written instructions by call back to an Authorized Party, unless such written instructions are for internal transfers between Citibank accounts made by an Authorized Party authorized on both accounts. If Citibank is unable to verify your instructions or is not satisfied with the verification it receives, Citibank will not execute the Transaction. Citibank will NOT make a verification call back for instructions given (i) in person or (ii) by telephone or in writing (original, facsimile or PDF) in amounts less than a specific amount determined by Citibank from time to time. You agree to be bound by any instructions to transfer funds that Citibank receives and verifies to the extent verification is required in accordance with the procedures outlined above.

4. **EXTERNAL FUNDS TRANSFERS.** When you instruct Citibank to execute an external funds transfer, you must select a financial institution as the recipient bank for the transfer. For transfers within the United States, the recipient bank must be a member of the Federal Reserve System or a correspondent bank of such a member, or a Clearing House Interbank Payment System (CHIPS) member.

You may request either that the funds be deposited in a particular account at the recipient bank or that the funds be held at the recipient bank for your beneficiary. Once the funds are transferred to the recipient bank, the funds become the property of the recipient bank. The recipient bank will be responsible for following your instructions and for notifying the beneficiary that the funds are available. If you identify a beneficiary by name and account number, the recipient bank may pay the funds to the person identified by the account number, and your payment may be final even if the account number provided does not correspond to your beneficiary. (The recipient bank is not obligated to verify that the account number belongs to your beneficiary.) If the recipient bank is unable to locate an account, the funds may be returned.

Except as may be prohibited by applicable law for Remittance Transfers, any losses resulting from an incorrect account number or other misidentification of your beneficiary provided by you are your responsibility and not Citibank’s.

5. **EXECUTION OF AN IMMEDIATE FUNDS TRANSFER REQUEST.** If your funds transfer request is received by Citibank on a day that is not a business day or on a business day after the



established cut-off hour it will not be processed until the next business day.

**6. EXECUTION OF A SCHEDULED OR RECURRING FUTURE-DATED FUNDS TRANSFER REQUEST.** If the date of a scheduled or recurring future-dated wire transfer request falls on a day that is not a business day, you understand and agree that your request will be executed on the next business day. Citibank will make the determination to pay or reject your funds transfer request on the day on which it is executed based on your available balance at the time the funds transfer request is processed.

Effective October 28, 2013, Citibank will be unable to accept new instructions for the execution of a scheduled or recurring future-dated international wire transfer from a consumer account located in the U.S.; business accounts are not affected by this change. Should this service resume, the dates on which these future transfers will be executed will be described in the disclosures that are provided to you when you establish such a transfer or transfers in accordance with federal law. Instructions established before October 28, 2013 for a scheduled or recurring future-dated international wire from a consumer account located in the U.S. will continue to be processed provided there are no changes made by you to those instructions. In addition, Citibank will continue to accept new instructions for a scheduled or recurring future-dated domestic wire transfer from a consumer or business account after October 28, 2013.

**7. CURRENCY OF TRANSFER.** External funds transfers to beneficiaries within the United States are made only in U.S. dollars. For Remittance Transfers, at the time that you request the funds transfer, Citibank may ask you whether the account maintained at the recipient bank is held in U.S. dollars or in the local currency of the country where the account is maintained. If you indicate that the account is held in U.S. dollars, your transfer must be made in U.S. dollars. If you indicate that the account is held in the local currency of the country where the account is maintained, Citibank will send the transfer in that local currency. If you indicate that you do not know the currency in which the beneficiary account is held, you can choose to send the transfer in U.S. dollars or in the local currency of the country where the beneficiary account is maintained. You understand that Citibank has the right to rely on your statement as to the currency of the beneficiary account and that Citibank will not be responsible for any error in the information it provides you concerning the applicable exchange rate and the amount of funds to be received by the beneficiary should your statement be incorrect and a currency conversion occurs after Citibank sends your funds transfer request. If your funds transfer is made in the local currency of the country where the beneficiary account is maintained, Citibank will convert your U.S. dollar payment to that local currency at the then current exchange rate offered by Citibank for similar transactions, which will include a fee to Citibank for exchanging the currency. Information regarding the applicable exchange rate will be provided to you at the time you initiate the transfer. If you conduct a currency conversion directly with Citibank's foreign exchange desk rather than solely with your Citi Private Bank Representative, you acknowledge that any subsequent Remittance Transfer of the converted currency will be processed by your Citi Private Bank Representative as a separate transaction. You will receive a transaction confirmation disclosing the actual exchange rate used by Citibank for the currency conversion transaction.

For non-Remittance Transfers to a beneficiary and recipient bank in any other country, the transfer will be made in the

currency of that country, unless you choose to send U.S. dollars. For local currency transfers, Citibank will convert your U.S. dollar payment to that local currency at the then current exchange rate offered by Citibank for similar transactions, which will include a fee to Citibank for exchanging the currency. Information regarding the applicable exchange rate will be provided to you at the time you initiate the transfer. If you request us to transfer U.S. dollars to your beneficiary, we cannot guarantee that your recipient will be able to receive U.S. dollars, because the laws of the country in which the recipient bank is located may restrict such a transfer. If your transfer must be converted to the local currency, the recipient bank may charge a fee for this exchange. Transfers to locations outside the United States may be subject to legal and regulatory limitations imposed by the United States or foreign nations.

**8. MEANS OF TRANSFER.** To make external funds transfers, Citibank uses a variety of banking channels and facilities but will ordinarily use electronic means. You agree that we may choose any conventional means that we deem suitable to transfer your funds to your beneficiary. Because we do not maintain banking relations with every bank, it may be necessary for us to use one or more intermediary banks before your funds are transferred to the recipient bank. Once we transmit your instruction to an intermediary bank, it will be that bank's responsibility to ensure that your instruction is executed.

**9. CHARGES IMPOSED BY INTERMEDIARY/RECIPIENT BANKS.** You understand that the actual amount that your recipient receives may be reduced by charges imposed by the intermediary and/or recipient bank, including those for processing your funds transfer or for exchanging currency. Beginning on or before October 28, 2013, for Remittance Transfers you will be provided with more detailed information regarding applicable fees at the time of your funds transfer request.

**10. CANCELLATION OR AMENDMENT OF REMITTANCE TRANSFERS REQUESTED ON OR AFTER OCTOBER 28, 2013.** You have the right to cancel or amend your Remittance Transfer provided that you cancel or amend your transfer within thirty (30) minutes of your authorizing payment for that Remittance Transfer. If you request a cancellation or amendment after this time, the provisions below applicable to all other funds transfer requests will apply.

**11. CANCELLATION OR AMENDMENT OF ALL OTHER FUNDS TRANSFER REQUESTS (INCLUDING STANDING INSTRUCTIONS FOR REMITTANCE TRANSFERS ESTABLISHED BEFORE OCTOBER 28, 2013).** You may cancel or amend your external funds transfer instruction only if we receive such request at a time that provides us a reasonable opportunity to act upon your request, the funds have not already been made available to your beneficiary and the recipient bank otherwise agrees to such cancellation or amendment of your funds transfer. If the recipient bank confirms that the funds are returnable and the funds are returned to Citibank by the recipient bank, Citibank will return the funds to you. The amount that is returned to you may be less than you originally transferred because of service charges of the recipient bank or Citibank. Your refund will be in U.S. dollars. If your funds transfer was in a foreign currency, your U.S. dollar refund may be at the exchange rate offered by Citibank for similar transactions on the date the funds are returned, which may include a fee to Citibank for exchanging the currency. Citibank's exchange rate for transfers in a foreign currency includes a commission for the exchange service. Citibank shall not be liable to you for any loss resulting from the failure of the recipient bank to accept a cancellation or amendment of your funds transfer request.

12. REJECTION OF A FUNDS TRANSFER REQUEST. We reserve the right to reject your funds transfer instruction if you have insufficient available funds in your account, your instruction is incomplete or unclear or we are unable to fulfill your instruction for any other reason. Beginning October 28, 2013, for Remittance Transfers we are required by federal law to provide you with certain mandatory disclosures. The method we may use to provide such disclosures will depend on the manner in which you elect to deliver your Remittance Transfer instruction to Citibank. If we are unable to provide mandatory disclosures in a way that meets our regulatory obligations to provide such mandatory disclosures we will be unable to fulfill your instruction.

13. DELAY, NON-EXECUTION OF EXTERNAL FUNDS TRANSFER INSTRUCTION. While we will handle your external funds transfer instruction as expeditiously as possible, you agree that Citibank will not be responsible for any delay or failure to execute your instruction or delay in making the funds available to the beneficiary, due to circumstances beyond the control of Citibank or any intermediary or recipient bank handling the transfer, including without limitation any inaccuracy, interruption delay in transmission or failure in the means of transmission, whether caused by strikes, power failures, equipment malfunctions, or delays caused by one or more institution's fraud screening procedures or compliance procedures for anti-money laundering, economic sanctions or similar laws. TO THE EXTENT PERMITTED BY LAW, CITIBANK MAKES NO WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO ANY MATTER IN CONNECTION WITH EXTERNAL FUNDS TRANSFERS.

14. INCOMING FUNDS TRANSFERS. You understand that although it is Citibank's practice to notify you promptly of incoming funds to your account(s), Citibank is not obliged to do so.

15. CLAIMS; LIMITATION OF LIABILITY. Any action or proceeding by you to enforce any obligation, duty or right under this Agreement must be commenced within one (1) year from the date that such cause of action accrues. IN NO EVENT SHALL CITIBANK BE RESPONSIBLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES OR EXPENSES ARISING IN CONNECTION WITH YOUR FUNDS TRANSFER REQUEST.

***For Remittance Transfers made on or after October 28, 2013:***

If you believe there has been an error or you need more information about your Remittance Transfer, you agree that you must contact Citibank within one hundred and eighty (180) days of the date indicated by Citibank that the funds would be available to the beneficiary of the transfer. At that time, we may ask you to provide the following information: 1) your name, address and account number; 2) the name of the person receiving the funds, and if known, his or her telephone number or address; 3) the dollar amount of the transfer; 4) the reference code for the transfer; and 5) a description of the error or why you need additional information. We may also ask you to select a choice of remedy (credit your account in an amount necessary to resolve the error or alternatively, a resend of the transfer in an amount necessary to resolve the error for those cases where bank error is found). Citibank will determine whether an error has occurred within ninety (90) days after you contacted the bank. If Citibank determines that an error has occurred, we will promptly correct that error in accordance with the error resolution remedies and procedures under the Electronic Fund Transfer Act and federal Regulation E or in accordance with the laws of the state where your account is located as may be applicable.

***For All Other Transfers (including Remittance Transfers scheduled before October 28, 2013):***

If you believe that there has been an error or you need more information about your Transaction, you agree that you must contact Citibank within thirty (30) days after you receive notification that your funds transfer request has been executed. If your Transaction was delayed or erroneously executed as a result of erroneous information provided by you, you understand that you may be responsible for the amount of that transfer and any associated fees. If your Transaction was delayed or erroneously executed as a result of Citibank's error, Citibank's sole obligation to you is to pay or refund such amounts as may be required under the Uniform Commercial Code Article 4A or by other applicable law. Any claim for interest payable by Citibank shall be at Citibank's published savings account rate in effect within the state of the home financial center of the account from which the funds transfer was made.

16. INDEMNITY. In consideration of the agreement by Citibank to act upon funds transfer requests in the manner provided in this Agreement, you agree to the fullest extent permitted by applicable law to indemnify, defend and hold Citibank harmless from and against any and all claims, suits, judgments, executions, liabilities, losses, damages, costs and expenses – including reasonable attorney's fees – in connection with funds transfers made pursuant to this Agreement. This indemnity will not be effective to relieve and indemnify Citibank against its gross negligence, bad faith or willful misconduct, or as otherwise provided by law.

17. AMENDMENT. We reserve the right to change the terms of this Agreement as required by law or our policy and will revise them from time to time to reflect these changes. Copies will be available from your Citi Private Bank Representative. We suggest that you keep any notification of changes along with the rest of your account information. Unless otherwise required by law, we may amend this Agreement without prior notice to you. If we choose to notify you or are required by law to notify you of changes to this Agreement, we may mail or deliver a notice, a statement message, or an electronic message to you at the last address we have on file for you.

18. SEVERABILITY. If any portion of this Agreement is found to be unenforceable, its remaining portions shall remain in full force and effect.

19. GOVERNING LAW/JURY WAIVER. In general, this Agreement will be governed by federal law and, where not in conflict with or preempted by federal law, the laws of the state (including the District of Columbia) in which the home financial center of the account from where the funds transfer is made is located. Transactions authorized under this Agreement may involve one or more funds transfer systems, such as Fedwire or the Clearing House Interbank Payments System (CHIPS). In these cases, the rules of the appropriate funds transfer system(s) will apply along with applicable law. Subpart B of Regulation J and Article 4A of the Uniform Commercial Code apply to funds transfers made through Fedwire. Funds transfers made through CHIPS are governed by, and subject to, CHIPS Rules and Administrative Procedures and the laws of the State of New York, including Article 4A of the New York Uniform Commercial Code. UNLESS OTHERWISE PROHIBITED, EACH OF YOU AND WE WAIVE TRIAL BY JURY IN ANY SUCH DISPUTE.

Private Bank

# Client Manual

Consumer Accounts



U.S. Markets

Effective May 20, 2014



## Important Notice

The information contained in this Client Manual – Consumer Accounts and the accompanying Marketplace Addendum that is a part of this manual apply to accounts and services available from the branches of Citibank, N.A. to which you are applying pursuant to your Citi Private Bank Client Relationship Agreement or CitiFolio® Application, as applicable. These documents contain important information about your applied for accounts and services.

This manual contains some important information you should know about your deposit relationship with Citibank. It is an agreement between us. From Account Transactions to Electronic Banking and beyond, we want you to understand how our products and services work, as well as to understand some of the important responsibilities that exist – yours and ours.

Some of these responsibilities are the same for every client, no matter where you live. Others are different based on specific state laws. Some are described in additional agreements. Together, these documents provide basic terms and conditions of our deposit relationship.

Please be advised that the following section of this manual does NOT apply to Citi Private Bank clients:

- “Spanish Language Preference” (page 6)

### Other changes to this manual:

- 1) The following sections of this manual are replaced, as follows:

#### Replace the following sections of this manual

#### With the following sections found within your Citi Private Bank Application Kit

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“Copy of the Signature Card” (page 30)

“Signature Card” contained in the Citi Private Bank Client Relationship Agreement or CitiFolio Application, as applicable

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“Information Sharing” (page 4)

“Confidentiality at Citibank”, “Privacy and Information Sharing at Citi Private Bank”, and “Citi Private Bank Privacy Notice” contained in the Terms & Conditions booklet

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- 2) For purposes of “Governing Law” (page 3), Citi Private Bank accounts will be treated the same as if you had opened your account or signed up for a service remotely.
- 3) For canceling an international wire transfer or a Citibank Global Transfer as instructed in both the “Cancellations or Amendment of Funds Transfer Requests” Section on page 11 and the “Error Resolution and Notice Procedures for Claims or Questions concerning an International Global Transfer or International Wire Transfer initiated from a Consumer Account on or after October 28, 2013” on page 26 under the “Electronic Banking” Section, please note that Citi Private Bank clients also have the option to call their Citi Private Bank representative instead of the number listed.
- 4) Any references to “back cover” or “back cover of this agreement” is intended to mean “last page” or “last page of this agreement”.
- 5) For questions and inquiries about your accounts, instead of the CitiPhone Banking® telephone number listed in this manual, please direct them to:
  - Customer Service for Citi Private Bank at 1-800-870-1073 (to ensure quality service, calls are randomly monitored and may be recorded)
  - For the speech and hearing impaired, our Text Telephone line at 800-788-6775

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# General Terms – Consumer Use Acknowledgement

When you open a Citibank consumer deposit account, you are agreeing that your account will be governed by this Client Manual (sometimes referred to as “Manual”) and any and all accompanying Marketplace Addenda (sometimes referred to as “Addendum”). Together, the Manual and Addendum are referred to as “Agreement,” which contain important terms and conditions, details, rules and procedures applicable to each of your accounts. You agree not to use any consumer account for business purposes. If you open a CitiBusiness account, a retirement account, a Citi Private Bank account, or an International Personal Banking, Citigold® International, Citigold® Private Client or Global Executive Banking account, you may receive other or additional specific terms and conditions applicable to that account.

Unless otherwise expressly agreed in writing, our relationship with you will be that of debtor and creditor. That is, we owe you the amount of your deposit. No fiduciary, quasi-fiduciary or other special relationship exists between you and us. We owe you a duty of ordinary care. Any internal policies or procedures that we may maintain in excess of reasonable commercial standards and general banking usage are solely for our own benefit and shall not impose a higher standard of care than otherwise would apply in their absence.

If your country of residence is other than the United States or the Commonwealth of Puerto Rico, you acknowledge that you are responsible for, and agree that you will comply with, all laws, regulations, and rules applicable to your accounts, products and services with us, including any tax, foreign exchange, or capital controls, and for all payments, reporting or filing requirements that may apply as a result of your country of citizenship, domicile, or residence.

## DEFINITIONS

When used in this Agreement:

**“We,” “us,” “our,” and “Citibank”** mean Citibank, N.A., and **“you” and “your”** mean you, the customer.

**“Access Device”** means a card or code, or other means of identification and authentication, used to access your account. In this Agreement, it means your **“Citibank® Banking Card”** including your Citibank® ATM Card; Citibank® Debit Card; and Citibank® Debit Card enhanced with MasterCard® PayPass™ and any other PayPass™ or other type of device issued by Citibank along with or in lieu of your Citibank® Banking Card. It also includes these account access codes: your Personal Identification Number (PIN), your Telephone Personal Identification Code (“TPIC”), and the User ID and Password you use to access Citibank® Online and CitiMobileSM.

**“Auto Save”** is a recurring pre-authorized transfer from a consumer checking account to a Citibank savings or money market account.

**“Automated Clearing House Network” (“ACH Network”)** means the funds transfer system governed by the NACHA (National Automated Clearing House Association) rules, that provides funds transfer services to participating financial institutions.

### “Business Day”

- when referring to Citibank, means any day of the week that is not a Saturday, Sunday or bank holiday. Non-Business Days are considered part of the following Business Day. For purposes of determining the Business Day for requests to open accounts, see the “Account Opening” section of the Manual. For funds availability purposes, see the “Funds Availability at Citibank” section of the Marketplace Addendum.
- when referring to Citigroup Global Markets Inc., means any day of the week Monday through Friday except days when the New York Stock Exchange is closed. Non-Business Days are considered part of the following Business Day.

**“Citibank® ATM Card”** means a Citibank® Banking Card that may be used at ATMs and at POS merchants for PIN purchases. (For more information, refer to the “Electronic Banking” section of this Manual.)

**“Citibank® Banking Card”** means all Access Devices that may be used at ATMs, including Citibank ATM cards and Citibank® Debit Cards.

**“Citibank® Debit Card”** means a Citibank® Banking Card bearing a MasterCard® Brand Mark on its face that may be used at ATMs and at POS merchants to make either PIN OR Signature purchases. (For more information, refer to the “Electronic Banking” section of this Manual.)

**“Citigold® International” (“CI”)** is a United States business that provides its clients access to financial products and services available through various bank and non-bank affiliates of Citigroup Inc. Banking products and services are provided by Citibank, N.A.

**“Citigold® Private Client” (“CPC”)** is a United States business that provides its clients access to financial products and services available through various bank and non-bank affiliates of Citigroup Inc. Banking products and services are provided by Citibank, N.A.

**“Citigroup Global Markets Inc.” (“CGMI”)**, member SIPC, is an investment advisor and broker-dealer registered with the Securities and Exchange Commission. CGMI and Citibank are affiliated companies under the common control of Citigroup Inc.

**“Citi Personal Wealth Management” (“CPWM”)** is a business of Citigroup Inc., offering investment products through Citigroup Global Markets Inc. (“CGMI”), member SIPC.

**“Citi Private Bank” (“CPB”)** is a business of Citigroup Inc. Citi Private Bank provides its clients access to a broad array of products and services available through bank and non-bank affiliates of Citigroup. Not all products and services are provided by all affiliates or are available at all locations. In the U.S., investment products and services are provided by Citigroup Global Markets Inc. (“CGMI”), member SIPC. Investment Management services (including portfolio management) are available through CGMI, Citibank, N.A. and other affiliated advisory businesses.

<p><b>INVESTMENT AND INSURANCE PRODUCTS:</b></p> <p>• NOT FDIC INSURED • NOT A BANK DEPOSIT • NOT INSURED BY ANY FEDERAL GOVERNMENT AGENCY</p> <p>• NO BANK GUARANTEE • MAY LOSE VALUE</p>
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**"Direct Deposits"** are Automated Clearing House (ACH) credits posted to your account. A Direct Deposit may include payroll, pension, state or federal payments (including social security), from your employer or outside agency. Forms for establishing direct deposits can be obtained at any Citibank branch or through Citibank® Online.

**"Electronic Funds Transfers" ("EFT")** means any transfer of funds, other than a transaction originated by check, draft or similar paper instrument, or computer or magnetic tape, so as to order, instruct or authorize a financial institution to debit or credit a consumer checking, savings or other asset account (such as brokerage). Examples of EFT transactions are:

- Citibank® Global Transfers
- International wire transfers from a consumer account.
- Automated Clearing House (ACH) transactions
- Point-of-Sale ("POS") transactions
- ATM transactions
- Direct deposit or withdrawal of funds
- Transfers initiated by telephone.

Non-EFT transactions would include: transfers related to bona fide trust and custodial accounts; domestic Fedwire and similar network transactions (CHIPS, SWIFT, and telex; and transfers to cover overdrafts such as Safety Check transfers.

**"Global Executive Banking" ("GEB")** is a service of Citibank, N.A., providing banking and borrowing products and services.

**"Home Branch"** means the Citibank branch in which you opened your account or to which your account was assigned or transferred. You may have several accounts assigned to the same Home Branch and they may be linked together, but one or more of these accounts may be governed by different state laws where no federal law applies and where state law is applicable or not otherwise preempted by federal law.

**"International Personal Banking" ("IPB")** is a United States business that provides its clients access to financial products and services available through various bank and non-bank affiliates of Citigroup Inc. Banking products and services are provided by Citibank, N.A.

**"Linked Accounts"** or **"Linking"** refers to eligible Citibank deposit and/or credit accounts that are combined for different benefits, which may include pricing, statements, Safety Check and the ability to perform certain transactions between accounts. Certain accounts that you maintain with our affiliates may also be linked. Generally, accounts that you maintain in different geographies cannot be linked.

**"Network ATM"** refers to an automated teller machine ("ATM") other than a Proprietary Citibank ATM that is operated by or on behalf of a financial institution that is a member of a qualifying payment processing network as identified on your Citibank® Banking Card including MasterCard® and bearing the MasterCard®, Maestro® or Cirrus® Acceptance Marks.

**"Point-of-Sale" ("POS")** means a Citibank® Banking Card EFT from your primary checking account to purchase goods and services and/or receive cash using your "Citibank® Debit Card" for Signature or PIN-based EFT transactions or by using your "Citibank® ATM Card" for PIN-based EFT transactions. (For more information, refer to the "Electronic Banking" section of this Manual.)

**"Proprietary Citibank ATM"** means an Envelope Free (Image) ATM that is owned or operated by Citibank, generally found in Citibank branches.

**"Remotely Created Check(s)"** means an item not bearing the drawer's (your) actual signature, but purporting to be authorized by the drawer (you).

## DEFINITIONS OF TYPES OF ACCOUNTS

**"Estate Account"** means an account opened by a fiduciary on behalf of a formal estate. The estate will have its own Taxpayer Identification Number issued by the Internal Revenue Service (IRS). Additional documentation is required to open the account.

**"Individual Account"** means an account owned in the name of one person only.

**"Joint Account"** means an account owned in the names of more than one person in joint tenancy. If one owner dies, ownership of the account will automatically pass to the surviving joint owner(s). Unless you designate otherwise on your signature card, application or other bank documentation, we will assume that personal accounts opened by two or more individuals are intended to be joint tenancy accounts with the right of survivorship. We can act on the instruction of any one or more of the joint account owners. In the event of conflicting instructions or a dispute among you, we may require all joint account owners to act together in giving us instructions or performing transactions. Any joint account owner may close a joint account.

***EACH ACCOUNT OWNER IS JOINTLY AND SEVERALLY RESPONSIBLE FOR ALL ACTIVITY RELATED TO THE JOINT ACCOUNT, INCLUDING RESPONSIBILITY FOR PAYING OVERDRAFTS CREATED BY ANY AUTHORIZED SIGNER(S) OR PARTY TO THE ACCOUNT, WHETHER OR NOT THEY PARTICIPATE IN THE TRANSACTION OR BENEFIT FROM ITS PROCEEDS. WE MAY BE REQUIRED BY LEGAL PROCESS TO PAY ALL THE FUNDS IN A JOINT ACCOUNT TO SATISFY A JUDGMENT AGAINST ANY OR ALL ACCOUNT OWNERS.***



**"In-Trust-For ("ITF") Account"** means an account where you designate another person as beneficiary of the account. You can open an individual or joint ITF account as long as it is not a checking account. The beneficiary receives the funds in the account only upon the death of all account owners and cannot make any withdrawals or account changes before that time. If more than one beneficiary is named in our records, they will share equally in the account proceeds. During the lifetime of one or more of the account owners, this account will be treated as an individual account or joint account, as applicable. To change the beneficiary, all account owners must sign our documentation naming the new beneficiary.

**"Trust Account"** means an account owned by a trust. In some cases, the trust must have its own Taxpayer Identification Number issued by the Internal Revenue Service (IRS). Additional documentation is required to open the account.

**"Uniform Transfers to Minors Account" ("UTMA Account")** means an account owned by a minor, who receives the funds as a permanent (irrevocable) gift. A custodian controls and manages the account for the benefit of the minor. The definition of a minor varies by state; however, generally, one custodian and one minor are allowed per account, unless the account is established under Maryland's UTMA rules. We act only upon the custodian's instructions. You may wish to consult your tax advisor or attorney before opening a UTMA account.

## Account Opening/Ownership/Maintenance

### AMENDMENTS/CHANGES TO THIS AGREEMENT

We may change (add to, delete or alter) the terms of our Agreement with you by mailing, e-mailing or delivering a notice, a statement message or an amended Agreement to any of you at the last address (location or e-mail) on file for you, your account, or the service in question. Unless otherwise required by law, we may amend the Agreement without prior notice (e.g., by posting the information in our offices, on our/your web site, or otherwise making it available to you). You should retain all notifications of change with copies of your account documentation. You can always request a copy of our current Agreement at any branch or by calling CitiPhone Banking®. If you opened your account remotely by using Citibank® Online, you can obtain a copy of our current Agreement at [CitibankOnline.com](http://CitibankOnline.com) or by calling CitiPhone Banking® and indicating that you opened your account through Citibank® Online.

### ARBITRATION

This Agreement contains an arbitration provision that authorizes either party to elect mandatory and binding arbitration of certain disputes. The terms of the arbitration provision are set forth in the section entitled "Resolution of Disputes by Arbitration." **PLEASE READ THIS ARBITRATION PROVISION CAREFULLY.**

### CONFLICTING DEMANDS/DISPUTES

If there is any uncertainty or conflicting demand regarding the ownership of an account or its funds; or we are unable to determine any person's authority to give us instructions; or we are requested by law enforcement or a state or local agency to freeze the account or reject a transaction due to the suspected financial abuse of an elder or dependent adult; or we believe a transaction may be fraudulent or may violate any law, we may, in our sole discretion: (1) freeze the account and refuse transactions until we receive written proof (in form and substance satisfactory to us) of each person's right and authority over the account and its funds; (2) refuse transactions and return checks, marked "Refer to Maker" (or similar language); (3) require the signatures of all authorized signers for the withdrawal of funds, the closing of an account, or any change in the account regardless of the number of authorized signers on the account; (4) request instructions from a court of competent jurisdiction at your expense regarding the account or transaction; and/or (5) continue to honor checks and other instructions given to us by persons who appear as authorized signers according to our records. The existence of the rights set forth above shall not impose an obligation on us to assert such rights or to deny a transaction.

### FDIC INSURANCE

Your Citibank deposits are insured by the Federal Deposit Insurance Corporation (FDIC) up to applicable limits. The FDIC website at [fdic.gov](http://fdic.gov) allows you to determine the amount of your deposits which are insured. For more information, please contact the FDIC directly at 1-877-ASKFDIC (1-877-275-3342).

### GOVERNING LAW

Accounts and services are governed by federal laws and regulations and to the extent not preempted by federal law or otherwise inapplicable, by the "governing state law" determined as follows for accounts opened or services signed up for on or after February 24, 2012: If you open your account or sign up for a service in a branch, by the law of the state where the branch is located, regardless of the state where you reside, or, if you open your account or sign up for a service remotely (for example by Citibank® Online or CitiPhone Banking®), by the law of the state designated in the following chart unless a specific agreement or statute requires otherwise. In either case, state conflict of law provisions will not apply.

## Governing State Law

<b>If you open your account, or sign up for a service remotely (i.e., Citibank® Online, CitiPhone Banking®) and reside here...</b>	<b>Then the governing state law will be...</b>
California	California
Connecticut	Connecticut
Delaware	Delaware
Florida	Florida
Illinois	Illinois
Maryland	Maryland
Massachusetts	Massachusetts
Nevada	Nevada
New Jersey	New Jersey
New York	New York
Pennsylvania	Pennsylvania
Texas	Texas
Virginia	Virginia
Washington, D.C.	Washington, D.C.
Any other state in the U.S.	South Dakota

If you open your account remotely, your Home Branch will generally be the branch where your first account is opened or subsequently transferred. Usually, once your Home Branch is established, additional accounts you open can be assigned to the same Home Branch regardless of the governing law applicable to the additional accounts. If you open your account in a branch, your Home Branch will be the branch where you opened the account. If you notify us of a change of address after your account is opened, it will not affect the Home Branch where your accounts are maintained and it will not affect the governing state law applicable to your existing accounts.

## INDEMNIFICATION

Except as otherwise set forth in this Agreement, you agree to indemnify, defend and hold us harmless from all claims, actions, proceedings, fines, costs and expenses (including, without limitation, attorney fees) related to or arising out of: (a) your actions and omissions in connection with your accounts or our services, and (b) our actions and omissions, provided that they are taken/omitted in accordance with this Agreement or your instructions. This provision shall survive the termination of this Agreement.

## INFORMATION SHARING

Our consumer privacy notice describes personal information we may collect about you, including your name, address, telephone number, and other information we receive from you, information about your account and transactions, and information we receive from credit reporting agencies and other sources. You authorize us to disclose this information to affiliates and nonaffiliated third parties as permitted by applicable law except as you or we limit those disclosures under the terms of our consumer privacy notice. A copy of our consumer privacy notice accompanies your Agreement and we will provide it thereafter as required by applicable law. You may obtain a copy of our consumer privacy notice at any branch, by calling us toll-free within the U.S. at 1-888-214-0017, by calling CitiPhone Banking® (see the back cover of this Manual for telephone numbers) or by visiting [Citibank.com](http://Citibank.com). You may change your privacy preferences at any time by calling the toll free number listed in our privacy notice. We may take as long as thirty (30) days from our receipt of your privacy choices to process your request.

## LIMITATION ON TIME TO SUE OR ARBITRATE

Unless otherwise required by law, an action, proceeding or arbitration by you to enforce an obligation, duty or right arising under this Agreement or by law with respect to your account or any account service must be commenced within one (1) year after the cause of action accrues (two (2) years if the governing state law of your account is Texas).

## RECORDING YOUR SERVICE REQUESTS

We may monitor or record your conversations with us or with an agent acting on our behalf. We do this from time to time to monitor the quality of service and accuracy of information given to you and to ensure that your instructions are followed.

## YOUR CONSENT FOR US TO CALL YOU

You understand that we or our agents may contact you at any telephone number you provide to us, including your cell phone number. You agree to receive these calls and messages, such as text messages or prerecorded or autodialed calls. You understand your service provider may charge you for these calls/messages.

## SECURITY INTEREST

You grant us a security interest in your account for amounts owing to us under this Agreement by any owner. This provision does not apply to IRA or tax-qualified retirement accounts or where otherwise prohibited by law.

## SEVERABILITY

Unless otherwise stated, if any of the provisions of this Agreement are determined to be void or invalid, the remainder of the Agreement shall remain in full force and effect.

## WAIVER

We may delay in enforcing any of our rights under this Agreement without losing them. Any waiver by us shall not be deemed a waiver of any other right or of the same right at another time. You waive diligence, demand, presentment, protest and notice of every kind, except as set forth in this Agreement.

## ACCOUNT OPENING

All accounts are opened subject to our ability to verify your identity by requiring acceptable types of identification. To help the government fight the funding of terrorism and money laundering activities, federal law requires us to obtain, verify, and record information that identifies each person who opens an account. When you apply for an account, we will ask for information that will allow us to identify you. We may also ask for your driver's license or other identifying documents.

Requests to open new accounts made through Citibank® Online or CitiPhone Banking® after 8:00 PM Eastern Time (7:00 PM Central Time, 5:00 PM Pacific Time) on a Business Day or on a weekend or holiday will be deemed to be received on the next Business Day. Requests to open new accounts in a branch after the end of Business Day will be deemed to be received on the next Business Day. The end of Business Day is posted at each branch.

## CONSUMER REPORTING AGENCY INFORMATION

You authorize us to obtain a consumer report in connection with the application, update or renewal of any deposit or loan account you apply for and you understand that we may also obtain such reports at any time once you become a customer. You also authorize us to use these consumer reports to consider you for other programs with Citibank.

We may report information about you and any joint account owners or authorized signers on the account to a Consumer Reporting Agency. If you disagree with the accuracy of the information that we submit to a Consumer Reporting Agency, please call CitiPhone Banking® (see the back cover of this Manual for telephone numbers) or write to us at Citibank – Consumer Report Inquiry, P.O. Box 769004, San Antonio, TX 78245-9989. We will review our files and respond to you in writing.

## CHECKING ACCOUNT SUB-ACCOUNTS

For regulatory reporting and accounting purposes, all Citibank consumer checking accounts consist of two sub-accounts: a transaction sub-account to which all financial transactions are posted; and a savings sub-account into which available balances above a pre-set level are transferred daily.

Funds will be transferred to your transaction sub-account to meet your transactional needs. For Regular Checking (all non-interest bearing checking accounts), both sub-accounts are non-interest bearing. For all types of Interest Checking, the savings sub-accounts pay the same interest rate as their corresponding transaction sub-accounts. Transfers can occur on any Business Day. Transfers to the savings sub-account will be made whenever available balances in the transaction sub-account exceed a preset level. Transfers from the savings sub-account to the transaction sub-account will be made whenever the transaction sub-account balances fall below a predetermined level. Because banking regulations limit the number of transfers between these types of sub-accounts, all balances in the savings sub-account will be transferred to the transaction sub-account with the sixth transfer in any statement period. Both sub-accounts are treated as a single account for purposes of the customer's deposits and withdrawals, access and information, tax reporting, fees, etc.

## UPDATING YOUR ACCOUNT INFORMATION

It is important that your account records are kept up-to-date. You must inform us of any change in your name or address. For your convenience, you can do this:

- By signing on to your account at [CitibankOnline.com](http://CitibankOnline.com);
- By calling CitiPhone Banking®;
- At a Citibank branch.

If you meet the required criteria, we will complete your address change request over the phone; however, it may be necessary to have you place your request in writing. Be sure to change the address on each of your accounts. Changing your address will not change the governing state law or the Home Branch of any of your existing accounts or services. If you have changed your address and would like to change your Home Branch or the governing state law of your existing accounts or services, you must either visit a branch or call CitiPhone Banking®.

We reserve the right to change your address for both mailing and records purposes if we receive information from the United States Postal Service or any other third party who we believe in our sole discretion is authorized to make such changes or who has actual knowledge of your current address.

## TRANSFERRING ACCOUNT OWNERSHIP

OWNERSHIP OF CHECKING, SAVINGS, MONEY MARKET AND CERTIFICATE OF DEPOSIT ACCOUNTS IS TRANSFERABLE ONLY WITH OUR WRITTEN PERMISSION AFTER YOU COMPLETE OUR APPROPRIATE FORMS AND, IN MOST CASES, WOULD REQUIRE THE ACCOUNT TO BE CLOSED AND RE-OPENED.

## SPANISH LANGUAGE PREFERENCE

This section applies if you select Spanish as your preferred language for communicating with us. Please note that we may not be able to accommodate this preference at all of our branches or for all products and services.

**Account Documents.** English is the controlling language governing your banking relationship with us, and the English version of this Agreement is the governing Agreement. However, as a courtesy, at your request, and for your convenience only, when you open a deposit account with us we may provide you with an unofficial Spanish translation, as well as an official English version of this Agreement. If we do so, you should retain both the English and Spanish versions for your records.

**Account Communications.** Although we may send you a Spanish version of your account statement, you can obtain an English version upon request. Currently, Citigold® Account statements are available only in English. Certain other notices, disclosures and communications may also only be available in English.

**Availability of Products and Services in Spanish.** Online banking and ATM services are offered in Spanish; however, some products and services provided in our branches may be available only in English.

**Customer Service.** You can receive customer service in Spanish by calling CitiPhone Banking®.

## ACCOUNT ERRORS AND ADJUSTMENTS

We may make adjustments to your account whenever a correction or change is required. Adjustments might occur, for example, if deposits are recorded in the wrong amount or items you deposit are returned unpaid. We may elect, in our discretion, not to make an adjustment to your account to correct an error which you or a third party (e.g., another financial institution) cause if the adjustment is less than \$5.00 or our cost to make the adjustment is greater than the amount in question.

You have a responsibility to review your account statement in a timely manner and to notify us promptly of any errors. Within thirty (30) days after we send or make available to you your account statement and accompanying items, you must notify us in writing of any errors, discrepancies, or unauthorized transactions not involving an electronic funds transfer. If you fail to do so, we will not be liable for debits or charges to your account resulting from such errors, discrepancies or lack of authorization, or for losses resulting from subsequent related occurrences.

You also agree that any suit or demand for arbitration that you assert based on an account error, discrepancy, or unauthorized transaction must be brought within one (1) year (two (2) years in Texas) after the date of the first account statement on which the error, discrepancy, or unauthorized transaction appears.

If you think an error has been made or if you need more information about a transaction, call CitiPhone Banking® at the number on the back of your Citibank® Banking Card. If your account is debited with a substitute check that you have received from us and you believe that there is an error or discrepancy or that the transaction is unauthorized, you are entitled to additional rights under the law. Please refer to the "Substitute Checks and Your Rights" section of this Manual. Please read the "Error Resolution and Notice Procedures" provisions of the "Electronic Banking" section of this Manual for additional information about problems with such transactions.

If funds to which you are not entitled are deposited into your account, we have the right to remove these funds from the account at any time without prior notice to you. If there are insufficient funds in the account, we may charge your other accounts to recoup the funds, as more fully explained in the "Right of Setoff" section of this Agreement.

## ASSIGNMENTS

Most accounts can be assigned as collateral for a loan from us or another lender. Unless we agree in writing, any such assignment to another lender will remain subject and subordinate to our right of setoff. For the assignment to be effective, we must receive written notice of the assignment and agree to it in writing. We will then reflect the change on our records.

# Account Transactions

## WHAT THIS SECTION COVERS

This section governs transaction activity in the following Citibank accounts: all types of checking, savings and money market accounts. It does not apply to certificate of deposit accounts.

## CHECKBOOKS AND CHECKS

When you open a checking or money market account with a check-writing feature, you can order personalized checks through us. When we place an order for your checks, we act as sales and billing agent for the check supplier, and we are compensated for our services. We will automatically deduct the cost from your account balance after your order is processed. You are responsible for verifying the accuracy of all information shown on your checks. If you find an error, you must notify us immediately.

If you arrange for the printing of your own checks, the form, encoding and format of the checks must follow our check specification requirements and be approved by us in advance. If you do not purchase your checks through us, we may charge a fee for each check that rejects during processing due to poor print quality, or if it fails to meet our specifications. You agree not to issue checks with features or marks that obscure, alter or impair information on the front or back of a check or that otherwise prevents us or another bank from capturing such information during automated check processing.

Checks ordered through us can include fraud prevention features. If you choose not to use them or other checks that include fraud prevention features, you agree to assume a heightened degree of responsibility for safeguarding your checks, and for reviewing all returned checks and statements as soon as you receive them.

You agree to safeguard your blank and cancelled checks, and to take reasonable steps to prevent their unauthorized use. If your checks are lost or stolen, you agree to notify us immediately. For security reasons, we reserve the right to close your account and transfer the balance to a new account. If we do, all checks written but not yet paid may be returned to payees as "Account Closed" or "Refer to Maker." You will be responsible for issuing any replacement checks.

## DEPOSITS

You can make deposits:

- To qualifying Citi® checking accounts linked to your Citibank® Banking Card<sup>1</sup> at any Proprietary Citibank ATM in the U.S., 24 hours a day, 7 days a week. Simply follow the directions on the ATM screen to insert your check or cash deposit in the appropriate slot. When your transaction is completed, you will receive a transaction record via email or print (which ever option you select), that will provide an image of the check(s) or a breakdown of the cash accepted.
- At ATMs located in select 7-ELEVEN® Convenience Stores (deposits of checks only);
- With a teller, during regular banking hours, at any Citibank branch in the United States;
- By using our Deposit/Payment Express boxes which are located at select Citibank branch locations;
- By mail;
- By Direct Deposit (forms for establishing direct deposits can be obtained at any Citibank branch or through Citibank® Online);
- By Citibank® Global Transfer Service (where available);
- By an ACH or wire transfer; or
- By Inter Institution Transfer Service, including Popmoney Transfer Service. For more information about these transfer services, refer to the "Electronic Banking" section of this Manual.

<sup>1</sup> To ensure your accounts are properly linked, please stop by a branch or contact CitiPhone Banking® at 1-888-CITIBANK. You may also view a list of eligible accounts types, and link your qualifying Citi® accounts to your Citibank® Banking Card by signing on to CitibankOnline.com. Select the "Link/Unlink Other Citi Accounts" option under "Services" and follow the instructions.

We may accept items payable to you, or to any of you, from any source without questioning the authority of the person making the deposit. We also may give cash back to any authorized account signer(s) or agent(s) in connection with items payable to any owner, whether or not the items have been endorsed by the owner. If you make a deposit or payment that is not accompanied by instructions indicating how or where it is to be credited, we may apply it at our discretion, to any loan or deposit account any of you maintain with us.

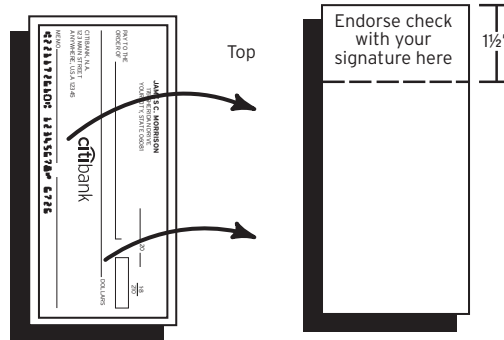
## REMOTELY CREATED CHECKS

You may not deposit remotely created checks to an account with us without our prior, express written consent. If you deposit remotely created checks with us, you agree that we may withhold a portion of the proceeds of such remotely created checks in a reserve account, in an amount that we reasonably believe may be needed to cover future charge backs, returned items, and/or claims that such remotely created checks were unauthorized. You grant us a security interest in the reserve account. Unless we agree otherwise in writing with you, reserve funds shall not bear interest. Our right to charge your account for returned remotely created checks will not be limited by the balance or existence of any reserve fund. Our rights with respect to the reserve fund, as well as the security interest granted to us, shall survive the termination of this Agreement. We may discontinue accepting remotely created checks at any time without cause or prior notice.

If you provide your account number to a third party with instructions to charge your account by means of one or more remotely created checks, you authorize us to pay such remotely created checks, even though they do not contain your signature and may exceed the amounts you authorized to be charged. This provision shall not obligate us to honor remotely created checks. We may refuse to honor remotely created checks without cause or prior notice, even if we have honored similar items previously.

## ENDORSEMENTS

To ensure that your check is processed without delay, you must endorse your check correctly. The area reserved for your signature is on the back of the check, within 1-1/2 inches from the “top” edge (as shown in the picture below). Turn the check over, and sign your name and write your account number. Do not make any additional marks or notations on the back of the check. The portion of the check not reserved for your endorsement must remain blank for processing purposes. We will not be responsible for any loss you incur if your check is improperly endorsed. You will be liable for unpaid checks returned late because your endorsement, a prior endorsement, or information you have printed on the back of the check obscures other endorsements.



We may endorse and/or collect items deposited to your account without your endorsement, but may require your personal endorsement prior to accepting an item for deposit. If you deposit an item that bears the endorsements of more than one person or persons who are not known to us, we may refuse the item, require all endorsers to be present, or require that the endorsements be guaranteed by another financial institution acceptable to us before we accept the item. If you routinely request that we deposit third party checks, we may require that you enter into a separate agreement with us for that purpose. We may also refuse to accept such an item for encashment.

## ITEMS SENT FOR COLLECTION

We and other institutions may refuse to accept a check or other item for deposit or may accept it on a collection basis only. This often occurs with foreign, questionable or damaged items. If we accept an item for collection, we will send it to the institution upon which it is drawn, but will not credit your account for the amount until we receive the funds from the other institution. If we elect to credit your account before then, we may charge the amount back against your account if we do not receive payment for any reason. We may impose a fee in connection with sending and receiving items for collection (e.g., by charging your account or deducting the fee from the amount remitted). Other institutions that send or receive items for collection involving your account also may impose a fee for their services.

## VERIFICATION AND COLLECTION

Any item that we cash or accept for deposit is subject to later verification and final payment. We may deduct funds from your account if an item is lost, stolen or destroyed in the collection process, if it is returned to us unpaid, or if it was improperly paid, even if you have already used the funds. Cash deposits are also subject to later verification.

## ACH PROVISIONAL CREDITS

Credit for an automated clearing house (“ACH”) transfer is provisional until final payment is received by the payee’s financial institution. Until that happens, the party originating the transfer is not deemed to have made payment to the beneficiary, and the payee’s bank is entitled to a refund of the provisional credit. If we give you provisional credit for an ACH transfer, but do not receive final payment, you become obligated to us for the full amount without prior notice or demand.

## NOTICE OF INCOMING TRANSFER

We are not required to give you a separate notice of our receipt of an ACH transfer. If we accept ACH credits to your account, you will receive notice of the credit on your next regular periodic statement. Although we may send notice of a non-ACH incoming funds transfer (e.g., a wire), we assume no obligation to do so. Transfers to your account will be reflected on your regular periodic statement. You may also contact your Home Branch during normal business hours to determine if a transfer has been credited to your account. This information is available to you anytime via CitiPhone Banking®, Citi Mobile<sup>SM</sup> or Citibank® Online.

## RETURNED ITEMS/TRANSACTIONS

When checks or other items that you deposit to your account are returned for insufficient or uncollected funds, we may, at our discretion, re-present those checks or other items for payment a second time without notifying you that the check or item was returned. You agree that we are not responsible for any loss or damage you may incur as a result of our not notifying you when such check or other item was first returned. At our option, we may re-present the check electronically.

We may also place a hold on the funds in question (see "Funds Availability at Citibank" section in the Marketplace Addendum) or charge your account for the amount (and any interest earned on it) whether or not the return or notice of non-payment is proper or timely.

This also applies to checks drawn on us which are not paid for any reason, and to checks that are returned to us in accordance with any law, regulation or rule (including a clearinghouse rule). We may assess a fee for each returned item and notify you of the return orally, electronically or in writing.

If we receive an affidavit or a declaration under penalty of perjury stating that an endorsement on an item deposited to your account is forged, that the item contains an alteration, or that there has been a breach of warranty in connection with the item, we may charge the item back against your account or place a hold on the funds pending an investigation, without prior notice to you.

## RECONSTRUCTING LOST, MISSING, OR DESTROYED DEPOSITS

When you cash or deposit a check or other item with us, we act as your agent to collect the item. You assume the risk of loss for deposited items that are lost, missing, or destroyed during the processing and collection of the item(s). We may reverse any credit given and any interest earned or accrued for such a deposited item, and we may recover the amount of any funds disbursed for any such cashed item from any account you maintain with us.

You agree to cooperate fully with us to reconstruct such a deposited item by promptly:

- Providing us with a copy of the front and back of the deposited item from your or the issuer's records;
- Asking the issuer of the item to place a stop payment on it (at our expense) and to issue a replacement item to you (if the deposited item has not been paid); and
- Reviewing your records and other information to obtain the issuer's identity and any other information about the deposited item.

If you fail to cooperate with us to reconstruct the deposit, we may adjust any credit made to your account for the deposited item.

## OUR RIGHT TO REFUSE DEPOSITS

We may, at our discretion, refuse to accept funds for deposit to your account for any reason. We will, to the extent practical, try to facilitate your transaction by the best means available, including sending the item for collection or forwarding the item to the appropriate processing area. Your account will not be credited until collection or processing is completed.

## ACCOUNT BALANCE AND TRANSACTION INFORMATION

Although you may view your account information on Citibank® Online, Citi Mobile<sup>SM</sup> or at an ATM and you may receive account information through CitiPhone Banking® and account updates through Citi® Text Banking, the information provided through any of these means may not include recent transactions and may also include funds that are not available for immediate withdrawal.

The end of Business Day cut-off time for the transactions listed in the following chart is 10:30 PM Eastern Time (9:30 PM Central Time, 7:30 PM Pacific Time). The cut-off time impacts the actual day on which these transactions will be effective and reflected in your account balance.

Type of Transaction Performed	Channel Where Transaction is Performed
Deposits and Payments*	Proprietary Citibank ATMs 7-ELEVEN® ATMs
Mobile Check Deposit	Citi Mobile <sup>SM</sup>
Withdrawals	All ATMs
Citibank® Global Transfer	Proprietary Citibank ATMs Citibank® Online
Internal Transfers to other linked Citibank accounts	Proprietary Citibank ATMs 7-ELEVEN® ATMs (linked checking accounts only) Citibank® Online Citi Mobile <sup>SM</sup> Telephone-initiated transfers (automated or staff-assisted)

\*This does not impact payments to linked Citi Credit Cards.

## LIMITS ON TRANSFERS

Federal regulations require us to limit the number of transfers from any savings account, including money market accounts, of the following transaction types:

- Checks you write;
- Debit Card or similar orders made by you and payable to a third party;
- Automatic transfers (including Safety Check transfers);
- Recurring payments you set up in advance;
- Payments and transfers you authorize via CitiPhone Banking®, Citi Mobile<sup>SM</sup> and Citibank® Online or other electronic means; except for payments and transfers to repay Citibank loans and/or lines of Credit and Citi® branded credit cards;
- Transfers to third party institutions at a Proprietary Citibank ATM, including those you make using the Citibank® Global Transfer Service.
- Payments and transfers you make using the Inter Institution Transfer Service, including Popmoney Transfer Service.

The maximum number of transfers you can make is limited to no more than six (6) per statement period. If you have reached this limit, we may refuse to honor additional transactions. We count checks for purposes of the transaction limitation as of the date we post them to your account (not as of the date you write them). As such, a check you write during one statement period may not be counted until a subsequent statement period. If these limits are exceeded three (3) times within a twelve (12) month period, we will, in our sole discretion, either: restrict your account access; or, transfer the funds in your account into another Citibank account you have (or that we open for you) that is not subject to these transaction limits, as will be further described in the notice that we will send concerning such excessive transaction activity; or, close your account and mail you a check for your balance, if any. We may also impose an excessive activity fee. There is no limit on the number of transfers between your linked deposit accounts that you make in person with a teller or at a Proprietary Citibank ATM.

The chart below provides some examples of transactions that count toward the six transaction limit as well as those that do not.

Does this transaction in a savings or money market account...	...count toward the 6-transaction limit?
Citibank® Online transfers from savings to a linked Citibank account (such as checking)	Yes
Outgoing Inter Institution Transfers or Online Wires through Citibank® Online	Yes
Outgoing Transfers made through Popmoney Transfer Service	Yes
Transfers made through CitiPhone Banking®	Yes
Transfers from savings to cover checking overdrafts through our Safety Check service	Yes
Pre-authorized (ACH) deductions by a third party	Yes
Checks written from a money market account	Yes
Outgoing Citibank® Global Transfers made through Citibank® Online, at a Proprietary Citibank ATM or in a branch	Yes
Electronic settlement transactions between a linked brokerage account and money market account that result in a transfer or withdrawal from a linked money market account	Yes
Cash Withdrawals made at an ATM	No
Withdrawals or transfers with a teller in a Citibank branch	No
Transfers made at a Proprietary Citibank ATM to a linked Citibank account (such as checking)	No
Transfers and deposits into a savings or money market account	No

## FUNDS TRANSFERS

The following terms apply to any request to transfer funds from your account to an account maintained at another institution. Examples of funds transfers covered by this section include wire transfers and Citibank® Global Transfers. In addition to the information provided here, please refer to any funds transfer agreements you may receive when you initiate such a request. For international funds transfers, you will be provided with certain disclosures required by federal law at the time you initiate your request for that transfer. To the extent the provisions in this section are inconsistent with the disclosures provided to you for an international wire transfer, the provisions of such disclosures shall govern. When you request a funds transfer, you authorize us to debit your account for the amount of the transfer and you also authorize us to charge your account any applicable service fees in accordance with the fee schedule in effect at the time of your request. For international funds transfer requests, you will be given information regarding the fees associated with that transfer on the disclosure you are provided at the time of the transfer request.

**Reliance by Citibank.** Citibank will rely on the information you provide in making a funds transfer on your behalf. It is your responsibility to provide Citibank® with accurate information regarding that transfer, including the account number of the beneficiary of the funds transfer and where applicable, the number (such as "BIC" or "SORT") identifying the beneficiary institution;



payment will be processed based on the number(s) provided by you. Should you provide an incorrect account number and/or beneficiary institution identifier, you understand that any losses resulting from the funds being credited to the wrong account will be your responsibility. For international transfers, you may be required at the time you initiate the request to provide Citibank with information regarding the currency in which the beneficiary account is maintained. You understand and acknowledge that Citibank will rely on this information in executing your request in accordance with the provisions set forth in the 'Currency of Transfer' paragraph below.

**Security Procedures.** When you place an order for a funds transfer, we will follow a security procedure established for your protection and ours to verify that the transfer has been properly authorized. You understand that the security procedure is designed only to verify the source of the funds transfer instruction and not to detect errors in the content of that instruction or to prevent duplicate transfers. The procedure depends on the means by which you provide instructions to us. Unless we agree on another security procedure, you agree that we may confirm the authenticity and content of instructions by placing a call to any authorized signer on your account. By placing a transfer order, you agree to our use of the applicable security procedure. You agree to be bound by any funds transfer request that Citibank receives and verifies in accordance with the security procedure outlined above.

**Transfer to a Beneficiary Bank.** When you request a funds transfer, you must select a financial institution to receive it. For funds transfers within the U.S., the beneficiary bank must be a member of the Federal Reserve System, a correspondent bank of such a member, or a Clearing House Interbank Payment System (CHIPS) member. You may request that the funds either be deposited into a particular account at the beneficiary bank or be held at the beneficiary bank for your beneficiary. The beneficiary bank is responsible for notifying the beneficiary that the funds are available. After the funds are transferred to the beneficiary bank, they become the property of the beneficiary bank. The beneficiary bank is responsible to locate, identify, and make payment to your beneficiary. If the beneficiary cannot be located, the funds may be returned. Except as may be prohibited by federal law, any losses resulting from an incorrect account number or other misidentification of your beneficiary provided by you are your responsibility and not Citibank's.

**Currency of Transfer.** Funds transfers to beneficiaries within the United States are made only in U.S. dollars. For international transfers, Citibank may ask you whether the account maintained at the beneficiary bank is held in U.S. dollars or in the local foreign currency where the account is maintained. If you indicate that the beneficiary account is held in U.S. dollars, your transfer must be made in U.S. dollars. If you indicate that the beneficiary account is held in the local currency of the country where the account is maintained, Citibank will send the transfer in that local foreign currency. If you indicate that you do not know the currency in which the beneficiary account is held, you can choose to send the transfer in U.S. dollars or in the local foreign currency. You understand that Citibank has the right to rely on your statement as to the currency of the beneficiary account and that it will not be responsible for any error in the information it provides you concerning the applicable exchange rate and the amount of funds to be received by the beneficiary should your statement be incorrect and a currency conversion occurs after Citibank sends your funds transfer request. If your funds transfer request is made in the local currency of the country where the beneficiary account is maintained, Citibank will convert your U.S. dollar payment to that local currency at the then current exchange rate in effect at the time for similar transactions. The exchange rate includes a commission to Citibank for exchanging the currency. Information regarding the applicable exchange rate will be provided to you at the time you initiate the transfer.

**Delays or Non-Execution of Funds Transfers.** We will not be liable for any delay or failure to execute your funds transfer request or delay in making the funds available to the beneficiary due to circumstances beyond the control of Citibank or any intermediary or beneficiary bank handling the transfer including, without limitation, any inaccuracy, interruption, delay in transmission, or failure in the means of transmission of your funds transfer request or execution of such request by the bank, whether caused by strikes, power failures, equipment malfunctions, or delays caused by one or more of the institution's fraud screening procedures or compliance procedures for anti-money laundering, economic sanctions or similar laws. You further agree that we may refuse to process or delay processing any request if it would violate any guideline, rule, policy, or regulation of any government authority or funds transfer system.

**Incoming Funds Transfers.** Notice of your incoming funds transfers will be deemed to have occurred when you receive your periodic bank statement, or another notice from us, containing a credit to your account for the funds received. Also, to determine if a funds transfer has been credited to your account, you can call CitiPhone Banking<sup>®</sup>, view your account information on Citibank<sup>®</sup> Online or Citi Mobile<sup>SM</sup>, or request account updates via Citi<sup>®</sup> Text Banking.

## CANCELLATIONS OR AMENDMENTS OF FUNDS TRANSFER REQUESTS

### **Applicable to International Citibank<sup>®</sup> Global Transfers and International Wire Transfers initiated on or after October 28, 2013.**

You have the right to cancel your funds transfer request for a full refund or to amend your funds transfer request provided you cancel or amend your request within thirty (30) minutes of your authorizing payment for that transfer. If you request a cancellation or amendment after this thirty (30) minute period, the provisions under the paragraph "Applicable to all other Funds Transfer Requests" will apply.

To cancel a Consumer Citibank Global Transfer, please call 1-866-515-1725 (TTY 800-788-6775) or sign into CitibankOnline. When cancelling by phone, you will need to provide us with information to help identify the funds transfer you wish to cancel, including the amount and location where the funds were to be sent. Any refund will be made no later than three business days of your request to cancel.

To cancel a Consumer International Wire Transfer, please call 1-888-606-9716 (TTY: 800-788-6775) and for Citibank Online initiated wire transfers, you can cancel online. When cancelling by phone, you will need to provide us with information to help identify the funds transfer you wish to cancel, including the amount and location where the funds were to be sent. Any refund will be made no later than three business days of your request to cancel.

**Applicable to all other Funds Transfer Requests.** You may cancel or amend a funds transfer request only if we receive the request prior to having executed the transfer and at a time that provides us with a reasonable opportunity to act upon that request. In general, after we have sent the transfer, you will not be able to cancel or amend it unless the beneficiary bank consents to such a request. We and/or the beneficiary bank may impose a fee in connection with the return of that transfer and for any required

currency conversion. We will not be liable to you for any loss resulting from the failure of the beneficiary bank to agree to a recall or amendment of your funds transfer request.

**Rejection of a Funds Transfer Request.** We reserve the right to reject your funds transfer request. We may reject your request if you have insufficient available funds in your account for the amount of the transfer and any applicable transfer fees, if the information you provide in connection with that transfer is incomplete or unclear, if we are unable to confirm the identity or authority of the person requesting the transfer, or if we are unable to fulfill your request for any other reason. In the event we reject your request for a funds transfer, we will notify you at the time you request the transfer or as soon thereafter as we determine to reject the transfer request.

## CLAIMS

**Applicable to claims or questions with respect to international Citibank® Global Transfers and International Wires initiated on or after October 28, 2013.** Please refer to the "Error Resolution and Notice Procedures for International Global Transfers and International Wires Initiated from a Consumer Account on or after October 28, 2013" paragraph under "Electronic Banking" for a description of your rights.

**Applicable to claims or questions with respect to domestic Citibank® Global Transfers.** Please refer to the "Error Resolution and Notice Procedures for all other Electronic Fund Transfers" paragraph under "Electronic Banking" for a description of your rights.

**Applicable to claims or questions with respect to Domestic Wire Transfers.** You have the responsibility to let us know of any error, delay or other problem with your funds transfer within thirty (30) days from the date you receive notification that we have transferred the funds. In the event that your transfer was delayed or erroneously executed as a result of erroneous information you provided, you understand that you may be responsible for the amount of that transfer and any associated fees. If your transfer was delayed or erroneously executed as a result of Citibank's error, Citibank's sole obligation to you is to pay or refund such amounts as may be required under the Uniform Commercial Code Article 4A or by other applicable law. Any claim for interest payable by us shall be at our published savings account rate in effect within the state of the home financial center of the account from which the funds transfer was made.

**Limitation of Liability.** Citibank shall not be responsible for any incidental or consequential damages or expenses arising in connection with your funds transfer.

## WITHDRAWALS

### Where to Make a Withdrawal

**At a Citibank branch.** You can withdraw up to your available balance by cashing a check or making a withdrawal at a Citibank branch. We may require you to present identification.

**At a Proprietary Citibank ATM or at an ATM Network Machine.** You can use your Citibank® Banking Card to withdraw cash from your eligible linked accounts at a Proprietary Citibank ATM and from certain accounts at ATM Network Machines. Depending on the terms of your account, there may be a Citibank transaction fee for cash withdrawals from non-Proprietary Citibank ATM Network Machines. In addition, the company that owns or operates the machine may charge you a fee for the withdrawal. For more information on ATM withdrawals, refer to the "Electronic Banking" section of this Manual.

### Cash Withdrawals

Cash withdrawals or payments at any Citibank branch may be restricted due to the limited amount of currency on hand. If we do not have sufficient cash for a large withdrawal or payment, we may make arrangements for a later cash payment or offer to make payment with an Official Check. We assume no responsibility to provide personal protection for customers who elect to carry large sums of money off our premises.

### Writing a Check

You can write a check for any amount up to the available balance (including any Checking Plus® or Safety Check availability) in your checking account or money market account, provided your account offers a check-writing feature, by using one of the personalized checks you receive from us or one of the compliant checks that you have ordered elsewhere. Checks must be written in U.S. dollars.

### Paying Your Checks

**Electronic Presentment of Checks.** We may charge your account on the day that a check or other transaction is presented (or returned) to us directly or electronically for payment. We may charge your account or place a hold on funds at an earlier time if we receive notice that a check or other item deposited to your account is being returned, or if we receive notice that your check or electronic payment (e.g., at a point-of-sale) is being processed for collection. Please note: Some merchants may obtain authorizations in advance for point-of-sale transactions in an amount greater than the final transaction amount. You agree that we may place a hold on sufficient funds to cover the amount of the authorized transaction, pending its final settlement through the system even if that amount exceeds the actual amount of the transaction. This could affect the balance available to cover other transactions.

**Check Processing Cut-off Hour.** In order to handle the large volume of checks processed each day, we may treat any check you have written that is presented for payment after 2:00 P.M. on a Business Day as if it were received on the next Business Day. Our cut-off hour with respect to any notice, knowledge, stop payment or post-dated check order, or legal process received by us involving a check we have received for payment is one hour after the opening of the Business Day following the Business Day on which we received the check. Our cut-off hour for check processing purposes with respect to our right of setoff is midnight of the Business Day following the Business Day on which we received the check, or such later time by which we must return the check.

**Notations on Checks.** We may ignore any legal copy appearing on your checks (such as "Void after 60 days"). Our decision to pay or not to pay a check is based on funds available in your account and other factors. It may not be affected by any subsequent deposits to your account.

**PLEASE NOTE:** As checks you have written are presented to us for payment during the course of a Business Day, we may place a hold on available funds in your account for the amount of those checks resulting in a reduction in your available account balance throughout that day. The held funds may be applied against processing of those checks or other transactions later that day.

We process most checks by automated means based on information encoded on the checks. As such, we may not physically examine all checks to determine if they are properly signed or completed. You agree that we may rely on such a process and that it will be deemed an acceptable standard of care on our part.

**Post-Dated Checks.** You agree not to write post-dated checks. If you do, we may or may not pay the check on the day it is presented.

The following applies to you if the governing state law of your account is in a state other than New York: If you write a post-dated check on your account and intend that the check will not be paid by us until the date written on the check, you must notify us to register it at the time you write the check. In order for your registration notice to be effective, you must call CitiPhone Banking® and provide the number, payee, amount and date of the check. You may also send written notice of your post-dated check request to us at the address printed on your periodic statement. An oral or written request to register a post-dated check is good for six (6) months and may be renewed for additional six (6) month periods by giving written notice to us within the period during which the original notice is in effect. A post-dated check will be registered only if the notice is received at such a time and in such a manner as to afford us a reasonable opportunity to act on it before we take action with respect to the check. We may pay any post-dated check that has not been properly registered with us or not registered in a timely manner. If we re-credit your account after paying a postdated check over a valid and timely postdated check notice, you agree to transfer to us all of your related rights against the payee or other holder of the check, and to assist us in legal action taken against that person.

**Stale Dated Checks.** You agree that we may pay or reject a check which is presented to us for payment more than six months after its date (a "stale dated" check), even if the presentment occurs after the expiration of a stop payment order. We normally do not examine the date on checks presented for payment. You agree that we are not required to identify stale dated checks or to seek your permission to pay them. To make sure that a check will not be paid, you should place a stop payment order on the check.

### **Stop Payment Orders (Checks)**

**General.** Any signer on the account can instruct us to stop payment on a check that has not been paid by issuing a stop payment order at a Citibank branch, through Citibank® Online or by calling CitiPhone Banking®. For information about stopping payment on an automatic withdrawal or payment from your account (ACH), please refer to "Stop Payment Orders (Automatic Transfers)" in the Electronic Banking Section of this Manual.

A stop payment order must be received in a time and manner that gives us a reasonable opportunity to act on it before paying, accepting, certifying, cashing or otherwise becoming obligated to pay the item. Payment cannot be stopped on a check that has already been paid or that is in the process of being paid. At the time that you place a stop payment order, we may not be able to tell you whether the check has been paid or is in the process of being paid. Under certain circumstances, the law may allow the party in possession of the check to enforce payment, despite the stop payment order. You agree to indemnify us against any claim or loss resulting from honoring your stop payment request.

You may not be able to stop payment of a check that is converted to an electronic transaction (ACH) by a merchant. When you stop payment on a check, we will place a stop payment as an electronic transaction (ACH) at the same time, in the event your merchant chose to process the check as an electronic transaction. Please contact the CitiPhone Banking® number on the back of this Manual if you wish to stop such a payment.

A stop payment fee may apply. Please refer to "Other Fees and Charges for All Accounts" in the Marketplace Addendum for schedule of applicable fees.

**Contents of Stop Payment Order.** You will need to accurately provide:

- Your account number;
- The date of the check;
- The check number;
- The exact amount (dollars and cents) of the check; and
- The payee's name.

We may use some or all of the information, in our sole discretion, to identify a check. If the information is not exactly correct, the stop payment may not be effective.

**Effective Period of Stop Payment Order: Renewal.** A stop payment order on a check will stay in effect for six (6) months from the date we accept the stop payment order, unless you instruct us to cancel it or to renew it, provided that we have not already returned the check. The order may be renewed for additional six (6) month periods.

Your instructions to remove or renew a stop payment order must be received in a time and manner that gives us a reasonable opportunity to act upon it.

**Payment over Valid Stop Payment Order.** If you believe that we have paid a check over a valid stop payment order, we may require you to provide us with evidence of our acceptance of a valid stop payment order and an affidavit describing in detail your loss resulting from the payment of the check; and, if applicable, further describing in detail your dispute with the payee. If we subsequently determine that you were indebted to the payee for the exact amount of the check or less, you agree that we will have the right to debit your account for the amount of the indebtedness. If your account has insufficient funds to cover the indebtedness we may also exercise our right of setoff.

**Replacement Check.** If you write a new check to replace one on which you have placed a stop payment order, be sure it has a different check number and date. It is also helpful if you write the word "replacement" on it so it is not mistaken for the original check.

**Official Checks and Money Orders.** You may not as a matter of right place a stop payment on an official check, money order, or international cheque. If such an instrument has been lost, stolen, or destroyed, you and/or the payee may, under certain circumstances, be allowed to place a stop payment by completing a "Stop Payment Request and Indemnity Agreement" form. We may require that you wait ninety (90) days before reissuing the check or reimbursing you. You may also be required to purchase a surety bond for twice the amount of the instrument.

### **Insufficient Account Balances**

We may accept, pay, certify, or charge to the appropriate account, checks and other items in the order we choose. For purposes of this "Insufficient Account Balance" section and the following "Overdrawing Your Account" section, an "item" includes checks, substitute checks, service charges, purported substitute checks, electronic items or transactions, drafts, remotely created checks, image replacement documents, indemnified copies, preauthorized payments, automatic transfers, telephone initiated transfers, ACH transactions, online banking transfers or bill payment instructions, withdrawal slips, in-person transfers or withdrawals, adjustments, and any other instruments or instructions for the payment, transfer or withdrawal of funds including an image or photocopy of any of these. Even if we provisionally post checks or other items to your account during the day, we may treat them as if we received all of them at the end of the day. We do not necessarily process transactions with regard to the fees that you may incur for insufficient balances.

Generally, your deposits and withdrawals are processed as follows: **First:** Deposits made before the cut-off time are added to your account balance. **Second:** Transactions received real-time during the day are deducted as they occur if there is a sufficient available balance in the account to pay them. Example: ATM, debit PIN or teller withdrawals including cashed checks; transfers or Citibank® Online bill payments initiated by you, debit card purchases at a merchant and most ACH debits\* that we receive throughout the day. **Third:** Fees for services we provide that have not already been debited from your account are deducted from your available balance. **Fourth:** Checks presented for payment and any ACH debit not deducted during the day are deducted from your remaining available balance in the order of lowest to highest dollar amount.

*\*ACH (Automated Clearing House) debits are received electronically through a merchant you have instructed to bill your checking account i.e. for your utility or phone bill.*

### **Overdrawing Your Account**

In the event of insufficient funds to pay all of your items or permit one or more transactions, we may return one or more of your items and/or not allow one or more of the requested transactions, or, in our sole discretion, we may create an overdraft by paying some or all of them. Regardless of the option we choose, we will charge you a fee (or fees) as stated in the "Other Fees and Charges for All Accounts" Fee Schedule located in the Marketplace Addendum. Please note that we do not charge an overdraft fee for ATM or debit card overdrafts. Our payment of any items or allowance of transactions that create overdrafts in no way obligates us to continue that practice at a later time. We may discontinue permitting overdrafts without cause or notice to you. We discourage the practice of overdrawing accounts.

We offer a line of credit account called Checking Plus® (variable rate), which can cover your incoming items (as defined in the "Insufficient Account Balances" section) and prevent returned items up to your available credit line. This overdraft protection is not automatic and you must apply for and be approved for this account. You can also enroll in our Safety Check service, which lets you link a money market or Day-to-Day Savings account to cover overdrafts or use of unavailable funds in your checking account. For more information on Checking Plus® (variable rate) and Safety Check, please refer to the "Overdraft Protection" section of the Marketplace Addendum.

### **Withdrawal Refusals**

In some instances, we may refuse a request for a withdrawal or transfer from an account. The following list includes, but is not limited to, the most common reasons we might refuse such requests:

- If the funds you wish to withdraw are not yet available; (See the "Funds Availability at Citibank" section of the Marketplace Addendum.)
- If we decide to require seven (7) days advance written notice and we have not received such notice;
- If there are insufficient funds in your account;
- If you use a type of check not acceptable to us;
- If the funds you wish to withdraw are being held to cover a checking account withdrawal under our Safety Check service;
- If the funds you wish to withdraw are being held due to cashing of a third party check against the account or for any other reason;
- If the withdrawal would consist of money owed to us;
- If the withdrawal you are requesting is of the type that is limited by federal regulations, and you have already reached the applicable limit;
- If, in the case of a joint account, any account signer gives us written instructions not to permit a withdrawal;
- If the account is pledged as collateral for a loan;
- If an account owner has died and we have not received all documents required to release funds in the account;
- If we have not received documents or identification required to permit access to the account, such as when the account is new and documentation remains missing;
- If we have been ordered by a court or other legal process not to permit the withdrawal;
- If you do not present us with appropriate identification or any other information that we may require;
- If we are aware of any dispute relating to the account or funds in the account;

- If we have some suspicion of fraud, irregularity, or illegality; or
- If we believe that the signature on a check or item drawn on your account and presented for payment does not appear similar to that appearing in our records.

#### **Withdrawal Notice**

We reserve the right to require seven (7) days advance notice before permitting a withdrawal from all interest checking, savings and money market accounts. We currently do not exercise this right and have not exercised it in the past.

#### **Check Cashing**

**Your Own Checks.** You can cash a check at any Citibank branch, for any amount up to the available balance with your Citibank® Banking Card or other identification that is acceptable to us.

**Third Party Checks.** In certain instances we may allow you to cash a third party check (i.e. a check originally payable to another person) at a Citibank branch, up to the available balance in your account using your Citibank® Banking Card as identification. If the check is payable to a party other than yourself, we may require that the other party's endorsement be verified or guaranteed before we accept the check. In any case, we may refuse to accept any third party check for encashment for any reason. If you routinely request that we cash third party checks we may require that you enter into a separate agreement with us for that purpose. If we do cash a third party check, a hold may be placed on your account for the amount of the check until the check clears. The amount of the check cashed may also reduce your daily balance or average daily balance for interest and/or fee calculation purposes for up to the number of days it takes for us to collect the check.

**Payee Check Cashing.** When you write one of your checks to another person, that person, with proper identification, may be able to cash it at a Citibank branch up to the applicable limit which is currently \$5,000. This limit may change from time to time without notice to you. We may charge a person who cashes your check a fee, or refuse to cash your check, if that person is not a deposit or loan customer of ours. Otherwise, the payee will be required to deposit the check to an account with us or elsewhere. For checks presented for encashment to a Citibank branch located in California or Nevada by a payee who does not bank with us, we may also require the payee to provide a fingerprint before cashing the check. If the payee refuses to provide a fingerprint, or, if a payee refuses to pay our check cashing fee, we may refuse to cash the check. You agree that our refusal to do so is reasonable and that we will not be liable to you for our refusal.

**Check Cashing for Others.** You should not use your account to cash checks for others who are not well known to you. Although we may make funds provisionally available to you and may take steps to determine whether a check will be paid, you are responsible for any loss that occurs if the check is returned to us for any reason (e.g., because it is counterfeit). Our employees cannot promise that checks drawn on or issued by other institutions, including cashier's checks or official checks, will be paid.

## Account Statements and Notices, Periodic Statements

We will send you periodic account statements showing all activity for the statement period, all transactions made with your Citibank® Banking Card, all transfers you authorize in advance, and other account information for the statement period. Your periodic statement will include a summary of your linked account balances and an itemized listing of your transactions by date, including information about checks presented against your account. We use postage-paid ordinary mail to send you statements or notices to the postal mail address reflected in our records for the account.

Instead of receiving a paper statement, any signer on an account may elect to enroll into our paperless statement service. If you elect to use the paperless statement service when available, we will notify you, using electronic mail at the electronic mail address you provided for this service as reflected in our records for the account, of the availability of your statement and other notices.

Regardless of the number of account owners, we only mail to one owner per account. Notification given to any one account owner is considered notification to all account owners and is considered delivered to you on the date we first place the statement or notice in the mail or the date that the electronic mail is first sent, regardless of whether or not you receive it.

If two consecutive statements and/or notices are returned to us for any reason, you agree that we may hold subsequent notices and statements until we receive forwarding information from you. Statements and notices held for you will be deemed delivered to you on the date that they are prepared (for held statements), mailed (for returned statements) or otherwise made available to you. At our discretion, we may destroy mail that is returned to us as determined to be undeliverable. If you have a checking, Checking Plus®, or Checking Plus® (variable rate) account, you will receive a statement each month and that statement will include information regarding all of your other linked accounts. If you have any other type of account that is not linked to a checking, Checking Plus®, Checking Plus® (variable rate) or linked retirement plan account and that would otherwise receive periodic statements, you will receive a statement whenever there is EFT transaction activity or quarterly, whichever comes first. Quarterly statements are produced for statement cycles ending during January, April, July and October of every year.

You can arrange to receive separate statements for your linked Citibank, N.A. accounts by calling CitiPhone Banking® (see the back cover of this Manual for telephone numbers).

## CANCELLED CHECK OPTIONS

Unless you have an account package that allows you to elect otherwise and you have done so, we will not send you images of your cancelled checks.

If you have a Citigold® Account Package, Citibank® Account Package or a Citi Private Bank Account, you may elect to have your check images delivered with your periodic statements. You must speak with an Account Representative to sign up for this service. Please note that if you receive check images with your statement, included among those images may be some checks which were presented for payment but which were returned unpaid after your statement was prepared and sent to you.

Images of your cancelled checks presented within the past twelve months are also available to you through Citibank® Online. Additionally, you may request a copy of any of your cancelled checks by calling CitiPhone Banking®. Please refer to "Other Fees and Charges for All Accounts" in the Marketplace Addendum for applicable fees.

## SUBSTITUTE CHECKS AND YOUR RIGHTS

### What Is a Substitute Check?

A substitute check is a paper reproduction created from a digital image of the front and back of the original check and bears the legend "This is a legal copy of your check." You can use it the same way you would use the original check. Federal law allows banks to replace original checks with "substitute checks." Under the law, a substitute check is the "legal equivalent" of the original check. In other words, it can be used in the same way and for all purposes for which you would use the original check.

### Your Rights

The following rights apply if you receive a substitute check from us in lieu of the original check. These rights do not apply to original checks or to electronic debits. Your rights as to those transactions remain unchanged and are described in other sections of this Agreement. Please note these rights also do not apply to images of checks furnished to you or viewed through Citibank® Online.

In certain cases, federal law provides a special procedure that allows you to request a refund for losses you incur if you believe a substitute check is incorrectly posted to your account (for example, if you think your account was debited for the wrong amount) and production of the original check is needed to determine the validity of the debit. The losses you may attempt to recover may include the amount that was withdrawn from your account and fees that were charged as a result of the withdrawal (for example, overdraft check fees.) The amount of the refund you may request under this procedure is limited to the amount of your loss or the amount of the substitute check, whichever is less. You are also entitled to interest if your account is an interest-bearing account. If your loss exceeds the amount of the substitute check, you may be able to recover additional amounts under other laws.

Under federal law, you may receive up to \$2,500 of your refund (plus interest if you have an interest-bearing account) within ten (10) Business Days after we receive a complete claim from you and the remainder of your refund not later than forty-five (45) calendar days after we receive a complete claim from you. You will not be entitled to a refund if we determine that the substitute check was correctly posted to your account. Alternatively, we may reverse the refund (including any interest on the refund) if we later determine that the substitute check was correctly posted to your account.

## FILING A CLAIM

If you believe a substitute check you have received from us was improperly debited to your account, please call CitiPhone Banking® at the number indicated on the back cover of this Manual. You must contact us within forty (40) calendar days of the date we mailed, or otherwise made available to you, the substitute check in question. We may extend the time period if you were prevented from contacting us for extenuating reasons. In certain situations, such as forgery claims, we may require that you put your claim in writing. If so, we must receive the information in writing within ten (10) Business Days from the day you first notified us of your claim. If you are not able to contact us by telephone, you may also write to us at the following address: Citibank Client Services, P.O. Box 769014, San Antonio, TX 78245-9989.

In investigating your claim, we may request the following information from you:

- Description of how you suffered a loss;
- Amount of your loss;
- Explanation as to why the original check is needed to determine the validity of the amount charged to your account; and
- A copy of the substitute check and/or information to help us identify the substitute check (such as check number, the amount of the check and payee).

## Special Circumstances

### FORFEITED ACCOUNTS

If your account is seized by or forfeited to the United States government or a state government, you no longer have title to the account, and the funds in the seized or forfeited account will no longer earn interest during such period of seizure or forfeiture, even if the funds are eventually returned to you.

## DEATH OR LEGAL DETERMINATION OF INCOMPETENCE

You agree to notify us immediately of the death or court-ordered legal determination of incompetence of any owner or authorized signer on your account. We may disregard any notice of incompetence unless the person in question has been declared incompetent by a court of appropriate jurisdiction and we receive written notice and instructions from the court or court appointed fiduciary regarding the account. We also may freeze, offset, refuse and/or reverse deposits and transactions (e.g., governmental or retirement benefits payments payable to the deceased) if an owner dies or is legally determined incompetent.

In case of death or legally determined incompetence of an account owner, we will continue to honor checks written on that account as well as other withdrawal instructions until we are notified of the death or the legally determined incompetence. We may continue to honor checks for up to ten (10) days following the death of the account owner unless a validly appointed representative of the decedent or another account owner provides us with stop payment instructions.

Upon notification of death or legal determination of incompetence, we will block individual accounts; joint accounts may remain unblocked for up to thirty (30) days after we have been notified of an account owner's death. Certain documents must be presented to us before funds in such an account can be paid out and the account closed. For more information about which documents are required, please visit your Home Branch or contact CitiPhone Banking® (see the back cover of this Manual for telephone numbers).

## DORMANT ACCOUNTS

Under applicable state abandoned property statutes, your account will be considered dormant (inactive) and we may be required to send to the appropriate state the balances in your deposit account unless you have done at least one of the following during a specified period of time:

- Deposited or withdrawn funds;
- Signed and returned our active account confirmation form; or
- Written to us concerning the account.

A certificate of deposit account that has not reached initial maturity will not be considered inactive, but if the account renews automatically, it can become inactive starting after the initial maturity date.

In complying with these requirements, the laws of the state of your last known address (as recorded on our bank records) govern the inactivity period and specific requirements applicable to your account. If your address, as recorded on our bank records, is outside of the United States, South Dakota law will govern.

## LEGAL PROCESS

Regardless of where or how we are served, we may comply with any state or federal legal process, including, without limitation, any writ of attachment, adverse claim, execution, garnishment, tax levy, restraining order, subpoena or warrant relating to you or your account which we believe to be valid. You agree that we may honor legal process that is served personally, by mail, or by facsimile transmission at any of our offices (including locations other than where the funds, records or property sought is held), even if the law requires personal delivery at the office where your account or records are maintained. You agree that we will have no liability to you for honoring any such legal process. You also agree that we will have no obligation to assert on your behalf any applicable exemptions to execution or attachment under any applicable state or federal law. We will also have and may enforce a right of setoff and security interest against any of your accounts in order to reimburse us for our fees and expenses, including attorneys' fees, court costs and expenses, in complying with legal process.

We may comply with process we deem appropriate even if it appears to affect the interest of only one owner of a joint account. We may refuse to permit withdrawals or transfers from your account until such legal process is satisfied or dismissed even if such action results in insufficient funds to pay a check you have written or otherwise satisfy an obligation you may have incurred.

Accounts opened with trust or fiduciary designations (e.g., "XYZ, Inc. client trust account") may be subject to legal process unless our records contain an express written trust or court order that provides otherwise.

Upon receipt of any legal process, you will be liable to us for our processing fee, and reimbursement for our record research, reproduction and handling costs. We may deduct such fee, as well as any expenses, including, without limitation, attorneys' fees in connection with any such document or legal process, from your account or any other account you may have with us without prior notice to you, or we may bill you directly for such expenses and fees.

You agree to release and indemnify, defend and hold us harmless from all actions, claims, liabilities, losses, costs and damages including, without limitation, attorneys' fees, associated with our compliance with any legal process we believe to be valid.

When we receive an order instructing us to restrict access to funds in an account, we may remove the funds from the account and maintain them separately. These funds will not earn interest and will not be considered as part of your combined balances when we determine account fees and rates.

## RIGHT OF SETOFF

Subject to applicable law, we may exercise our right of setoff against any or all of your accounts (except IRA, Keogh plans and certain trust accounts) without notice, for any liability or debt of any of you, whether joint or individual, direct or contingent, now or hereafter existing, and whether arising from our fees or charges, overdrafts, endorsements, guarantees, loans, attachments, garnishments, levies, attorneys' fees, or other obligations. If an account is a joint or multiple-party account, each joint or multiple-party account owner authorizes us to exercise our right of setoff against any and all accounts of each account owner.

You expressly agree that our right of setoff extends to, and may be directed towards, any federal or state benefit payments (including Social Security benefits) directly deposited into your account. You also agree to allow us to apply any subsequently credited deposit made to your account against any overdrafts and against any fees and charges or other obligations owed us in whichever order we determine and that we may use any federal or state benefits payment that is deposited into the account (including direct deposit of

Social Security) for this purpose. You acknowledge and agree that if you do not want your electronically deposited benefits applied in this way, you have the option of changing your direct deposit instructions by providing notice to the benefits payor at any time.

## RESTRICTED ACCESS

There are occasions when we restrict access to deposits, such as when your account application is being processed, when funds are assigned as collateral or when we are required by law to restrict access. If funds assigned as collateral are in interest-bearing accounts, they will continue to earn interest as usual. They may not, however, be used in connection with our Safety Check service.

## CLOSING A DEPOSIT ACCOUNT

You may close your account at any time (except as stated otherwise in this Manual). We may allow one owner/signer to close an account without the consent or signature(s) of any other owner(s)/ signer(s). Except in limited circumstances, if you close a Certificate of Deposit account before maturity, you will be subject to an early withdrawal penalty.

We may close your account at any time with or without cause. We may try to notify you in advance should this be necessary, but we are not obliged to do so. If we close your account, we will send you a check for your final balance, if any, minus any applicable account fees and charges. If your account balance is insufficient to pay applicable account fees and charges owed to us, you will continue to be liable to us for the unpaid amount and interest thereon until it is paid in full. Your obligations for transactions conducted prior to account closure will survive the termination of the account and this Agreement.

# Foreign Currency Exchange

Citibank's World Wallet® offers you the convenience of ordering foreign currency at competitive exchange rates quickly and easily. You can order foreign currency simply by visiting your local Citibank branch during normal business hours or by calling CitiPhone Banking® for delivery by the end of the next Business Day to a Citibank branch you select, or directly to your address on record in the U.S. – no delivery to P.O. Boxes or to locations outside of the United States (including Puerto Rico) – for an additional nominal charge. For California, Nevada, Illinois, South Dakota and Texas, orders must be placed before 4:00 PM Eastern Time. For all other marketplaces, orders must be placed before 3:00 PM Eastern Time. Ordering limits apply. Contact us for details on limits. Foreign currency is available in 50 different currencies. For more information about these services, you may call CitiPhone Banking® or 1-800-756-7050 toll-free within the United States. Your account will be automatically charged by us for the amount of your order, plus any applicable service and shipping charges. For redemptions of foreign currency, your account will be credited in U.S. dollars, less any applicable service charges. The exchange rate for a purchase or redemption of foreign currency is the Citibank foreign currency banknote conversion rate in effect at the time you place your purchase order or redeem your currency. This rate includes a commission to Citibank for the conversion service.

**Limitation of Liability.** We assume no responsibility and make no representation regarding (a) comparative exchange rates available from other sources, and (b) foreign laws relating to currencies, including, without limitation, the importation of currencies and laws affecting the free convertibility of local currencies.

# Electronic Banking

The following terms apply to Electronic Fund Transfers (EFT) governed by the Electronic Fund Transfer Act (e.g., consumer ATM, point-of-sale (POS), ACH transfers, Citibank® Global Transfers, and consumer international wire transfers). Any authorized signer on an account may apply for EFT services on behalf of all authorized signers.

We shall comply with the requirements and you shall be entitled to the remedies for error resolution for an electronic fund transfer required in accordance with the Electronic Fund Transfer Act, 15 USC 1693 and regulations promulgated thereunder. You may be entitled to additional rights and remedies – including different limitations of liability for unauthorized transactions – according to the governing state law of your account. For more information, refer to “Lost or Stolen Citibank® Banking Cards or Other Access Devices and Unauthorized Electronic Transactions” in this section of the Manual.

## GENERAL

Please note that each withdrawal, transfer, purchase and cash advance is limited by the amount available in your account or available to you via an overdraft protection program such as Checking Plus®, Checking Plus® (variable rate) or Safety Check. Some ATM Network Machine operators may impose lower limits on cash withdrawals.

**Limitations on Transfers.** In addition to the limits imposed on each Business Day transfer, transfers from savings or money market accounts are subject to the federal limitations described in the “Limits on Transfers” section of this Agreement.



**Limitations on Withdrawals and Right to Suspend or Discontinue Services.** At any time we may change the withdrawal limits that apply when you use an Access Device, and at any time we may suspend or discontinue operation of certain electronic banking services based upon security issues and other factors.

**Terminal Transactions.** You can get a record detailing the transactions you perform at Proprietary Citibank ATMs and ATM network machines. For deposits and payments made at Proprietary Citibank ATMs, your deposits and payments are accepted subject to bank verification.

**Termination of Electronic Banking Services.** If you wish to terminate any electronic banking services or no longer wish to use your Citibank® Banking Card, call us at CitiPhone Banking® at 1-888-CITIBANK or write us at P.O. Box 769004, San Antonio, TX 78245-9989.

## ACCESS DEVICE

Your Citibank® Banking Card, your Personal Identification Number (PIN), your Telephone Personal Identification Code (TPIC), and your Citibank® Online password are “Access Devices” as defined in this Agreement and each individually is referred to as an Access Device. Additional Access Devices to which this section also applies are included in the “Definitions” section of this Manual under “Access Devices”.

You generally will receive your Citibank® Banking Card Access Device when you open your account. If you did not select your Personal Identification Number (PIN) at account opening, you will receive the PIN in a separate mailing. Your PIN is required for all Citibank® Banking Card transactions at Proprietary Citibank ATMs, at ATM network machines or for PIN based POS purchase transactions. You agree to keep your PIN confidential. No bank employee knows your PIN or will ever ask for it. For your protection, we encourage you to periodically change your PIN. You can change your PIN at any time:

- At a Proprietary Citibank ATM;
- At any Citibank branch in the United States;
- By signing on to Citibank® Online.

If you are unable to change your PIN at a Proprietary Citibank ATM or through the CitiPhone Banking® automated system, you may contact CitiPhone Banking® to request a PIN mailer. The sealed mailer contains a confidential, pre-set PIN that is systemically generated and mailed directly to you. When you receive the PIN mailer, you will need to call CitiPhone Banking® to activate the PIN.

The PIN you select must consist of four numbers and cannot begin with a zero. Many international ATMs do not have keys with both letters and numbers. If your PIN contains letters, please learn their corresponding numbers, as letters may not always be noted on the keys. You should also be aware that non-Citibank ATMs and international ATMs may limit access to a primary checking account. To initially sign on to Citibank® Online, for additional security, in addition to your Citibank® Banking Card number and your PIN, you will need to choose a Citibank® Online User ID and Password. Together, the User ID and Password you select will be your Access Device for Citibank® Online.

To use the CitiPhone Banking® automated service, in addition to your Citibank® Banking Card, you will need a Telephone Personal Identification Code (TPIC). Once you have received your Citibank® Banking Card, you can set up this code by calling CitiPhone Banking® (at the number on the back of your Citibank® Banking Card) for instructions on how to establish your TPIC. To use Citi Mobile<sup>SM</sup> or Citibank® Online, in addition to your Citibank® Banking Card, you will need a User ID and Password. If an unauthorized person has obtained access to your Citibank® Banking Card, your PIN, your Citibank® Online User ID and Password or your TPIC, notify Citibank immediately.

Your rights and obligations in the case of unauthorized use of any of your Access Devices are the same as for lost or stolen Citibank® Banking Cards.

We will automatically send you a new Citibank® Banking Card before your current card expires. When you receive your new card, you will need to activate the card by following the instructions enclosed with the card. You will need to sign your new card and destroy your old card.

Please note that the Citibank® Banking Card we issue you is and remains the property of Citibank. We have the right to take possession of it, to demand its return, and to cancel it at any time. You may also cancel your Citibank® Banking Card at any time and for any reason. To do so, cut your card in half and notify us through CitiPhone Banking®, Citibank® Online or at a Citibank branch. You agree to return the Citibank® Banking Card to us upon request.

## WITHDRAWAL POSTING CUT-OFF TIMES

For purposes of determining the Business Day for posting of cash withdrawals from Proprietary Citibank ATMs, the following applies: A Business Day is any day of the week that is not a Saturday, Sunday or bank holiday. Withdrawals made after 10:30 PM Eastern Time (9:30 PM Central Time, 7:30 PM Pacific Time) or on non-Business Days will post to your account on the following Business Day.

## TYPES OF TRANSACTIONS; LIMITATIONS

### Cash Withdrawals

The cash withdrawal limits apply to each Citibank® Banking Card issued on the account, whether to a single signer or multiple signers. For all packages except the Citi Private Bank clients and Citigold® Packages, you can use your Citibank® Banking Card to withdraw a maximum of \$1,000 in cash, per card, during a timeframe which may extend beyond a Business Day, from your checking, savings or money market accounts. The stated limits are per card issued on one account, whether to a single signer or multiple signers.

The cash withdrawal limits are not affected by additional accounts or the balances in those accounts, which are linked to your Citibank® Banking Card.

For Citigold® Account Packages, you can use your Citibank® Banking Card to withdraw cash up to the following maximum limits, per account, during a time frame which may extend beyond a Business Day, from your checking, savings or money market accounts:

- \$2,000
- \$5,000 for accounts with a combined average balance of \$500,000 or more for the month which is two calendar months prior to the date of the withdrawal

For Citi Private Bank clients, you can use your Citibank® Banking Card to withdraw a maximum of \$5,000 in cash, per account, during a timeframe which may extend beyond a Business Day, from your checking, savings or money market accounts.

The cash withdrawal limit on the Citigold accounts for single signer or multiple signers is based on the balances in the linked accounts as stated above. The number of cards issued to a Citigold or Citi Private Bank account customer does not affect the maximum withdrawal limit per account.

For all packages, you may be able to place a \$50 per Business Day cash withdrawal and point of sale limit on the amount you can access from any or all of your deposit accounts using your Citibank® Banking Card. If you would like to place such a limit, please call us at the number on the back of your card.

For Citibank® Banking Card cash withdrawal limits related to account packages available through *International Personal Banking*, *Citigold® International*, *Citigold® Private Client* or *Global Executive Banking*, please refer to your respective Marketplace Addendum.

There is no limit to the number of withdrawals you can make.

You can use your Citibank® Banking Card to:

- Withdraw cash at a Proprietary Citibank ATM from your linked checking, savings, money market, Ready Credit®, Secured Ready Credit®, Checking Plus®, Checking Plus® (variable rate), Home Equity Line of Credit/Equity Source Accounts® and from any linked Citibank® MasterCard® and Citibank® Visa® credit card accounts;
- Withdraw cash at a Network ATM;
- Withdraw cash and transfer funds, fee-free, between eligible linked Citibank checking, savings and credit accounts at participating 7-ELEVEN®, MoneyPass® and Publix® supermarket locations. Not all ATMs are owned or operated by Citibank. Not all functions are available at all ATMs.

## Fees for Cash Withdrawals

There is no charge for making cash withdrawals with a Citibank® Banking Card at Citibank ATM locations in the U.S. Our charges for cash withdrawals at non-Citibank ATM locations will vary based on the account package you selected. When you use a Network ATM, you may be charged a fee by the ATM operator or any network used and you may be charged a fee for a balance inquiry even if you do not complete a transaction. For fees imposed due to withdrawing cash from your linked Citibank credit accounts (including credit cards), see your applicable customer agreements.

## Deposits

- You can make deposits at a Proprietary Citibank ATM, or at ATMs located in select 7-ELEVEN® Convenience Stores (check deposits only), to your linked checking, savings and money market accounts. ATM deposits received before the cut-off time for that Business Day will be considered deposited on that day. ATM deposits received after the cut-off time for that Business Day will be considered deposited on the next Business Day.
- You may have funds sent to your checking, savings and money market accounts by Direct Deposit.

## Payments to Us and to Our Affiliates

- You can make payments at a Proprietary Citibank ATM directly to qualifying loans linked to your Citibank® Banking Card for ATM access or by using the "Transfer or Payment" option to transfer funds from your checking, money market or savings account to the loan account<sup>1</sup>. Qualifying accounts include Checking Plus®, Home Equity Line of Credit/Equity Source Account® and most Citi® branded credit cards.
- Payments to any account types NOT linked to your Citibank® Banking Card cannot be made at a Proprietary Citibank ATM. Additionally, direct payments cannot be made to mortgage or co-op loans and neither direct payments nor transfer payments can be made at an Envelope Free (Image) ATM to Personal Loans, Fixed Rate Home Equity Loans and Personal (Installment) Loans. If you decide not to link your accounts or the account is not eligible for a transfer payment, you can visit a branch to make these payments, use Citibank® Online, or you can mail payments to the address on your statement.
- You can also pay certain linked Citibank personal loans, lines of credit, mortgage loan, as well as Checking Plus® and Checking Plus® (variable rate) with automatic monthly transfer payments from your checking, savings or money market account. You authorize these transfers in advance and they do not require a Citibank® Banking Card or any further action on your part.

<sup>1</sup> Your ability to make a transfer is subject to our Funds Availability Policy and other terms and conditions in this Manual and your Marketplace Addendum.

## Bill Payments

- You can make payments to third parties by calling CitiPhone Banking® or by using Citibank® Online or Citi Mobile<sup>SM</sup>. When you pay your bills through our bill payment service, your payment is transferred electronically or by an official check. Your account or invoice number can be included with your payment, whether it is made electronically or by check. You can schedule a bill payment up to one year in advance and you can schedule a series of recurring payments.
- If you want to cancel a scheduled bill payment, you must do so by 11:59 PM Eastern Time on the day prior to the scheduled payment date. You can cancel a payment via Citibank® Online or by calling CitiPhone Banking® directly at 1-800-374-9700. A CitiPhone Banking® Services representative will be able to assist you whether the bill payment was scheduled via CitiPhone Banking® or via Citibank® Online. *If you cancel one of a series of recurring payments, all subsequent payments of the series will be cancelled.* If a bill payment is made by check, a stop payment order can be accepted under certain circumstances. Stop payment orders cannot be accepted for bill payments made electronically.
- Your periodic Citibank account statement will include all bill payment transactions made through our bill payment service. If you suspect any error in these statements, or if you have questions or need help, you should write to us at Citibank Client Services, P.O. Box 769004, San Antonio, Texas 78245-9989, or call CitiPhone Banking®.
- A pre-authorized bill payment can be verified online or via CitiPhone Banking®. If you believe an unauthorized bill payment has been or might be made, you should call CitiPhone Banking® directly at 1-800-374-9700.
- There is no monthly charge or transaction fee for paying your bills using Citibank® Online, the Telephone Automated Bill Payment Service or when you schedule a single payment or multiple bill payments with the assistance of a CitiPhone representative.
- If we are making a pre-authorized payment to a person or company for you and the amount of that payment will vary from the previous amount, it is the responsibility of that person or company to notify you of that fact. Please contact the payee and/or service provider, and not Citibank, regarding varying payments.

## Electronic Check Conversion

- You may authorize a merchant or other payee to make a one-time electronic payment from your checking account using information from your check to:
  - (i) pay for purchases; or
  - (ii) pay bills.

## Transfers

- Transfer funds using Citibank® Online, Citi Mobile<sup>SM</sup>, CitiPhone Banking® or at a Proprietary Citibank Automated Teller Machine between your linked checking, savings and money market accounts and any linked credit card account. Transfer funds between your linked checking, savings or credit card accounts at a Network Automated Teller Machine showing one of the network symbols shown on your Citibank® Banking Card. For transfer limits on your linked Citibank credit accounts (including credit cards) refer to your applicable customer agreements. Transfer funds using Citibank® Online between your eligible checking or money market account and a linked Citigroup Global Markets Inc. Account ("CGMI Account"). Transfers to a linked CGMI Account can be done up to \$500,000 per Business Day. Transfer requests to a linked CGMI Account placed after 4:00 PM Eastern Time on a Business Day or any time on a non-Business Day will be processed on the following Business Day. To be eligible for this CGMI Account linking, your checking or money market account must be in the same title as your CGMI Account. Your checking or money market account cannot be used as a transaction account for your CGMI Account transactions. Citigroup Global Markets Inc. may have additional linking requirements and terms and conditions. To arrange for this linkage, please contact your Citigroup Global Markets Inc. advisor.
- Transfers can be arranged on a weekly, every-other-week or monthly basis, except for transfers to a linked CGMI account which are only permitted on an individual basis. All checking, savings and money market accounts allow making automatic transfer withdrawals and accept automatic transfer deposits from eligible accounts. Examples of these are monthly interest transfers from your savings account to your checking account or monthly transfers to fund your Individual Retirement Account.
- With Citibank® Global Transfer Service, you can use any eligible Citibank® checking, savings or money market account at Proprietary Citibank ATMs, via Citibank® Online, or at a Citibank branch, to transfer funds to the account of another Citibank customer in the U.S. or in select markets outside the U.S. or receive funds into your account from another Citibank customer in the U.S. The minimum transaction amount is \$1, exclusive of the transaction fee. There is no fee for receiving a Citibank® Global Transfer into your account. When you send a Citibank® Global Transfer to the account of another Citibank customer in the U.S., the funds will be debited from your designated eligible account and immediately credited to the recipient's account. Transfers to U.S. accounts will be made in U.S. dollars. When you send a Citibank® Global Transfer to another Citibank account held by you or anyone else outside of the U.S., the funds will be debited from your designated eligible account and credited to the recipient's account. Generally, the transfer will be made in the currency of the foreign recipient's account. Citibank's exchange rate includes a commission for the conversion service. For general terms and conditions regarding funds transfers, please refer to the "Funds Transfer" Section of your Client Manual.

### Fees:

For all account packages, there is no transfer fee for using Citibank® Global Transfer Service to make Account to Account fund transfers to any country.

**Citibank® Global Transfer Service Limits for Account to Account Transfers (transfer limits are stated in U.S. dollars):**

Account Package <sup>2</sup>	Citibank® Online	Citibank branch or Proprietary Citibank ATM	Weekly Limit
Citigold	\$2,000	\$5,000	\$50,000
Citigold Citi Private Bank	\$2,000	\$5,000	\$25,000
All Other Account Packages	\$1,000	\$3,000	\$10,000

<sup>2</sup> For Citibank Global Transfer service fees and limits related to account packages available through *International Personal Banking, Citigold® International, Citigold® Private Client or Global Executive Banking*, please refer to your respective Marketplace Addendum.

**PLEASE NOTE:** The transfer limits described in this section may vary at our discretion and without prior notice based on risk factors relevant to this service and your personal transaction activity.

**Destinations:** We may change the permitted destinations for Citibank Global Transfers from time to time based on security issues and other factors. Approved destination countries may change. Information on available countries can be obtained through CitiPhone Banking®, Citibank® Online or at Proprietary Citibank ATMs.

- The Inter Institution Transfer (IIT) Service enables you to request a transfer of funds through Citibank® Online: (1) from your eligible Citibank account<sup>3</sup> to a verified account you hold at another financial institution in the United States; or (2) from a verified account you hold at another financial institution in the United States to your eligible Citibank account in the United States. Citibank generally uses the ACH Network to execute your Inter Institution Transfer requests, but other methods of transfer may also be used. All requests must be made through Citibank® Online and are subject to the terms of this Manual, your Inter Institution Transfer Service agreement, and other agreements and applicable laws and regulations, in each case as in effect from time to time. Currently, there are no fees to send or receive funds using the Inter Institution Transfer Service. We reserve the right to change the fees charged for the use of the Inter Institution Transfer Service. A copy of the Fee Schedule for the Inter Institution Transfer Service is provided with your Inter Institution Transfer user agreement. Please note that per-transfer and aggregate limits apply to both incoming and outgoing transfers. In addition, minimum available balance requirements apply to both incoming and outgoing transfers. Please refer to your Inter Institution Transfer user agreement for specific information regarding these restrictions.

<sup>3</sup> Eligible accounts are Citibank accounts (i.e. deposit accounts) owned by the Citibank® Online user (initiator of the transaction) that accepts ACH transactions. You must own both the Citibank account and the external account in order to make a transfer using Inter Institution Transfer (IIT) Service. Transfers to third parties are not permitted.

- The Popmoney Transfer™ Service enables you to: (1) request a transfer of funds from an eligible Citibank account<sup>4</sup> to an account held by another person at a different financial institution in the United States; or (2) receive a payment from another person into an eligible Citibank account. Citibank uses the ACH Network to execute Popmoney Transfer Service requests generally. Transfer requests are processed in two ways. You can: (1) provide complete information about the recipient and the recipient's bank account that is necessary to complete an ACH Network transfer (the "Complete Transfer"); or (2) provide contact information about the recipient (including an e-mail address). If you elect to use the e-mail transfer option, the Popmoney Transfer Service will contact the recipient and request the recipient to (i) confirm his/her identity at the Popmoney Website and (ii) provide bank account information in order to complete the transfer request (a "Two-Step Transfer"). All requests to send money to another person must be made through Citibank® Online and are subject to the terms of this Manual, your Popmoney Transfer Service user agreement, and other agreements and applicable laws and regulations, in each case as in effect from time to time. Receipt of money from another person may be made through Citibank® Online and is subject to the terms of this Manual, your Popmoney Transfer Service user agreement, and applicable laws and regulations, in each case as in effect from time to time. In some instances, receipt of money from another person may be made through [Popmoney.com](http://Popmoney.com) (the "Popmoney Website"). If you choose to complete a transfer at the Popmoney Website you acknowledge and agree that you shall be subject to the terms of other agreements, including, but not limited to, the Terms of Use for the Popmoney Website, and applicable laws and regulations, in each case as in effect from time to time. Currently there are no fees to send or receive money using the Popmoney Transfer Service. We reserve the right to change the fees charged for the use of the Popmoney Transfer Service. A copy of the Fee Schedule for the Popmoney Transfer Service is provided with your Popmoney Transfer Service user agreement. Please note that per-transfer daily, monthly, and aggregate limits apply to complete and two-step transfers. Please refer to your Popmoney Transfer Service user agreement for specific information regarding these transfer limits.

<sup>4</sup> Eligible accounts are Citibank accounts (i.e. deposit accounts) owned by the Citibank® Online user (initiator of the transaction) that accepts ACH transactions.

**Stop Payment Orders (Automatic Transfers)**

You may stop an automatic withdrawal or payment, or recurring withdrawals or payments from your account, by visiting a Citibank branch, through Citibank® Online or by calling CitiPhone Banking® (see the back cover of this Manual and your periodic statement for telephone numbers and address). If you request a stop payment by phone, we may ask you to confirm your instructions in writing within two (2) weeks. In order to place a stop payment on an automatic transaction, we must receive your instruction at least three (3) Business Days before the transaction is scheduled to be made. Payment cannot be stopped on an ACH transaction that has already been paid or that is in the process of being paid. If you order us to stop payment on a scheduled transaction in a timely manner and we do not do so, we may be liable for your losses or damages.

You may not be able to stop payment of a check that is converted to an electronic transaction (ACH). If you believe your check has been converted to an electronic transaction, you should also place a stop payment on that electronic transaction. Please contact the CitiPhone Banking® number on the back of this Manual if you wish to stop such a payment.

A stop payment fee may apply. Please refer to "Other Fees and Charges for All Accounts" in the Marketplace Addendum for schedule of applicable fees.

If you request a stop payment on all recurring transactions from the same originator (payee), we may require that you confirm, in writing or orally, that you have previously revoked your authorization with the originator (payee). If you fail to provide us with such confirmation, the bank is not obligated to honor your request and may debit your account for subsequent transactions initiated by that originator (payee). Please remember that in order to revoke your authority with that originator (payee) you must notify them at least thirty (30) days prior to the next scheduled transaction.

**Contents of Stop Payment Order.** You will need to accurately provide:

- Your account number;
- The date of the scheduled deduction or, for recurring transactions, the next scheduled deduction date;
- The exact amount (dollars and cents); and
- The payee's name.

We may use some or all of the information, in our sole discretion, to identify a transaction. If the information is not exactly correct, a stop payment may not be effective.

**Effective Period of Stop Payment Order.** A stop payment order on an ACH transaction is permanent. For recurring transactions, this means that your stop payment order will stop all subsequent withdrawals/payments initiated by that originator (payee) unless you contact the bank and request that the stop payment order be removed.

**Payment over Valid Stop Payment Order.** If you believe that we have debited a transaction from your account over a valid stop payment order, we may require you to provide us with evidence of our acceptance of a valid stop payment order and an affidavit describing in detail your loss resulting from the payment of the transaction and, if applicable, further describing in detail your dispute with the payee. If we subsequently determine that you were indebted to the payee for the exact amount of the transaction or less, you agree that we will have the right to debit your account for the amount of the indebtedness. If your account has sufficient funds to cover the indebtedness, we may also exercise our right of setoff.

## Point-of-Sale (POS) Transactions

**"PIN Based" Transactions.** You can use your Citibank® ATM Card to purchase goods or services from merchant locations in the United States accepting the Interlink®, Maestro® or Cirrus® network brands by authorizing these transactions using your PIN.

You can use your Citibank® Debit Card to purchase goods or services from merchant locations in the United States accepting the Interlink® network brand by authorizing these transactions using your PIN. When making purchases, select "debit" to ensure these transactions are processed as PIN purchases.

Please note, "Direct Bill Payment" transactions set up with merchants may be processed as "PIN-Based" transactions, even though they may not require a PIN.

**"Signature-Based" Transactions.** If you have a Citibank® Debit Card, you can also use your card to perform an EFT to purchase goods or services and/or receive cash from locations that accept MasterCard®. These transactions are those for which you do not use your PIN and either you or a merchant designates as a "credit" transaction (including purchases you sign for, small dollar purchases that do not require a signature and use of your Citibank® Debit Card enhanced with MasterCard® PayPass™ or other similar Access Device), Internet, phone and mail-order transactions.

All POS transactions made with your Citibank® Banking Card are deducted from your linked Citibank primary checking account. You agree to only use your Citibank® Banking Card for lawful transactions. We reserve the right to block or deny certain merchant categories when you attempt to make purchases with your Citibank® Banking Card. These merchants include, but are not limited to, internet gambling sites.

When you use your Citibank® Banking Card for a POS transaction, certain merchants may ask us to authorize the transaction in advance and may estimate its final value. When we authorize the transaction, we commit to make the requested funds available when the transaction finally settles and may place a temporary hold on your account for the amount indicated by the merchant. Until the transaction finally settles or we determine that it is unlikely to be processed, the funds subject to the hold will not be available to you for other purposes. We will only charge your account for the correct amount of the final transaction, however, and we will release any excess amount when the transaction finally settles.

Your maximum purchase limits on your Citibank® Banking Card per Business Day, per account, are shown below limited by the amount available in your account, whichever is lower:

Transaction Type	Package	
	Citigold®	All other packages
PIN Based Purchase	\$10,000 \$25,000 <sup>5</sup>	\$5,000
Signature Purchase	\$10,000 \$25,000 <sup>5</sup>	\$5,000

<sup>5</sup> This higher limit applies to Citigold® Accounts with a combined average balance of \$500,000 or more for the month which is two calendar months prior to the date of the transaction.

For Citi Private Bank customers, the following limits apply regardless of balance: PIN Based Purchase \$25,000 and Signature Purchase \$25,000.

In addition to our right to change withdrawal limits or to suspend or discontinue operation of certain electronic banking services at any time based on security or other factors, we also reserve the right to set a lower dollar limit for POS transactions occurring during a disruption of the electronic connection between a merchant and Citibank.

**Unless otherwise provided in this agreement, you may not stop payment of electronic funds transfers, therefore you should not employ electronic access for purchases or services unless you are satisfied that you will not need to stop payment.**

For Citibank® Banking Card purchase limits on International Personal Banking, Citigold® International, Citigold® Private Client or Global Executive Banking account packages, please refer to your respective Marketplace Addendum.

### **Citi Mobile<sup>SM</sup> Mobile Banking**

Citi Mobile<sup>SM</sup> for banking is a service available to every customer of Citibank, N.A. with an activated Citibank® Banking Card, a compatible wireless web-enabled cell phone or other type of mobile device (“Eligible Mobile Device”) and a User ID and Password that permits access to accounts online at [CitibankOnline.com](http://CitibankOnline.com) and via Citi Mobile<sup>SM</sup>. You can enroll to obtain account information and make selected transactions using your Eligible Mobile Device. The list of Eligible Mobile Devices is published at Citibank® Online and is subject to change without notice. There is no charge for using the Citi Mobile<sup>SM</sup> service. Regular account charges will apply to services and features that are accessible through the Citi Mobile<sup>SM</sup> service. The telecommunications carrier for your Eligible Mobile Device may impose an extra fee in order to make such device “wireless web enabled”.

You are granted a non-exclusive, non-sublicensable, non-transferable, personal, limited license to install and use the Citi Mobile<sup>SM</sup> application (“Software”) only on a mobile device that you own or control, solely for your personal use and as expressly permitted herein. Certain Software that Citibank, N.A. uses to provide the Citi Mobile<sup>SM</sup> service has been licensed from third parties (each a “Third Party Licensor”) that is not affiliated with Citibank, N.A. This limited right to use the Software is revocable in the discretion of Citibank, N.A. Citibank, N.A. and its Third Party Licensors retain all right, title and interest in and to the Citi Mobile<sup>SM</sup> application and any modifications and updates thereto. You agree not to decompile or reverse engineer the Software. All rights not expressly granted to you herein are reserved.

Transactions initiated using the Citi Mobile<sup>SM</sup> service may constitute electronic funds transfers under federal law and regulation. Please review the section of the Manual entitled “Lost or Stolen Citibank® Banking Cards and Unauthorized Electronic Transactions” for important information on your rights and responsibilities when making transactions using Citi Mobile<sup>SM</sup>. Instructions for reporting unauthorized electronic fund transfers are contained in each periodic statement for your account(s). You may only receive information about and/or make transfers between the accounts that are linked to your Citibank® Banking Card. You may only make bill payments to payees that are included in the Citibank, N.A. bill payment Merchant Directory or to other personal payees that you set up in your account previously. The standard limitations on transfers and bill payments apply to transactions made through Citi Mobile<sup>SM</sup>, as more fully explained in the Manual. Transfers using Citi Mobile<sup>SM</sup> from a Savings, Basic Savings, Market Rate, or any other type of savings or money market account are included in the six permitted transfers per statement period as described in the “Limits on Transfers” section of this Agreement.

The Citi Mobile<sup>SM</sup> service is provided “as is” and without warranty. You acknowledge and agree that from time to time, the Citi Mobile<sup>SM</sup> service may be delayed, interrupted or disrupted for an indeterminate period of time due to circumstances beyond the reasonable control of Citibank, N.A. including, without limitation, any inaccuracy, interruption or delay in transmission by the telecommunications carrier used with the Eligible Mobile Device to access the wireless web, or any interruption, disruption or failure in the provision of the service, whether caused by strikes, power failures, equipment malfunctions or other reasons. Citibank, N.A., its affiliates or a Third Party Licensor shall not be liable for any claim arising from or related to the Citi Mobile<sup>SM</sup> service arising from any such delay, interruption, disruption or similar failure. In no event will Citibank, N.A. or any affiliate or Third Party Licensor be liable for indirect, consequential or special damages, including lost profits, arising from your use of the Citi Mobile<sup>SM</sup> service, even if such damages were reasonably foreseeable and notice was given regarding them. These limitations will apply to all causes of action, whether arising from breach of contract, tort (including negligence) or any other legal theory.

By identifying a cell phone or other device as an Eligible Mobile Device for use with the Citi Mobile<sup>SM</sup> service, Citibank, N.A. does not recommend, endorse or make any representation or warranty of any kind regarding the performance or operation of such device. You are responsible for the selection of an Eligible Mobile Device and for all issues relating to the operation, performance and costs associated with such device with your telecommunications carrier.

Citibank, N.A. and its Third-Party Licensors have no obligation to correct any bugs, defects or errors in the Citi Mobile<sup>SM</sup> service or software, or to otherwise support, maintain, improve, modify, upgrade, update or enhance the Citi Mobile<sup>SM</sup> service or Software. Except as otherwise required by applicable law or regulation, Citibank, N.A. may terminate your use of the Citi Mobile<sup>SM</sup> service and expand, reduce or suspend the type and or dollar amounts of transactions allowed using the service, change the enrollment process and transaction limits associated with it from time to time based on security issues and other factors at any time in its sole discretion without prior notice.

You acknowledge and agree that Citibank, N.A. may collect, transmit, store, and use technical, location, and login or other personal data and related information, including but not limited to technical information about your device, system and application software, and peripherals, and information regarding your location, that is gathered periodically to facilitate the provision of Software updates, product support, and other services to you (if any) related to, or in connection with, the Citi Mobile<sup>SM</sup> service.

You agree that you will not use the Citi Mobile application or any services related thereto for any purposes prohibited by United States law; and shall not use or otherwise export or re-export the Citi Mobile<sup>SM</sup> Software, except as authorized by United States law and the laws of the jurisdiction in which the Citi Mobile<sup>SM</sup> Software was obtained. You hereby represent and warrant (i) you are not located in a country that is subject to a U.S. Government embargo, or has been designated by the U.S. Government as a “terrorist supporting” country; and (ii) you are not listed on any U.S. Government list of prohibited or restricted parties.

The same laws that govern your account relationships with Citibank, N.A. as explained in this Manual shall govern your Citi Mobile<sup>SM</sup> Terms of Use agreement.

## Security Tips

We want you to be safe when you use any ATM card. You can help prevent unauthorized access to your accounts by following these simple steps:

- Treat your Citibank® Banking Card and other types of devices used to access your accounts like cash. Do not leave them where others can find them. Do not give them to anyone to hold as “security” for any reason and do not use them to show another customer how an ATM works.
- Keep your Personal Identification Number (PIN), Telephone Personal Identification Code (TPIC) and other codes used to access your accounts secret. Do not tell them to anyone. Do not write them on your Citibank® Banking Card or keep them in your wallet or purse.
- Change your PIN periodically.
- Review your account statements regularly and let us know right away of any discrepancies.
- Always be alert and aware of your surroundings when using ATMs, particularly later than a half hour after sunset.
- Consider having someone accompany you when using an ATM later than a half hour after sunset.
- Immediately report crimes and suspicious activity at ATM locations to local law enforcement officials as well as to the owners/operators of the ATMs.
- Be sure to completely close the door behind you when you enter or leave an ATM lobby.
- Be careful about giving information about your Access Device over the telephone.
- Never begin an ATM transaction if there is not enough light or you notice anything suspicious – go to a different location or come back at another time.
- Do not permit any unknown person to enter after regular banking hours.
- If you notice anything suspicious: Always cancel a transaction-in-progress, end your session, place your Citibank® Banking Card in your pocket and leave the ATM location.
- Never display cash at ATM locations. Place cash and your Citibank® Banking Card in your pocket as soon as you complete your transaction. Count cash in a safe location, such as a locked car, home or office.
- Always take your ATM receipt with you when you leave – do not leave it near the ATM.
- Be aware that many ATM machines record activity by a surveillance camera or cameras.

Please address any questions or complaints concerning security at Proprietary Citibank ATMs to CitiPhone Banking® at the number on the back of your Citibank® Banking Card or on the back cover of this Client Manual.

For emergency assistance at any U.S. Citibank or U.S. Network ATM, please call 911.

## Transactions Made Outside the U.S. and Puerto Rico

**ATM Cash and POS Transactions Outside the U.S.: Transaction Charge.** Whenever you use your Citibank® Banking Card outside of the U.S. and Puerto Rico to get cash at an ATM or to purchase goods or services, we will apply a foreign exchange fee equal to 3% of the transaction amount (including credits and reversals). This fee is waived for Citigold, Citi Private Bank, International Personal Banking, Citigold® International, Citigold® Private Client and Global Executive Banking customers. Please refer to “Other Fees and Charges for All Accounts” in the Marketplace Addendum.

**Currency Conversion Methods.** Transactions made in foreign currency will be converted into U.S. dollars according to the current policies of the merchant, network or card association that processes the transaction:

- Transactions processed by Citibank are converted into a U.S. dollar amount using Citibank’s procedures in effect at the time the transaction is processed. Currently, the currency conversion rate used to determine the transaction amount in U.S. dollars is based on either (1) a wholesale market rate or (2) a government-mandated rate in effect one day prior to the processing date. Transaction types currently processed by Citibank include ATM withdrawals made at many Proprietary Citibank ATMs outside the United States or Puerto Rico.
- Transactions processed by MasterCard® currently use a conversion rate that is either: (a) selected from a range of rates available in the wholesale currency markets on the processing date (Note: this rate may be different from the rate that MasterCard® receives), or (b) the government-mandated rate. Transaction types currently processed by MasterCard® include Signature-based POS transactions and ATM withdrawals (including those at certain Proprietary Citibank ATMs). Please note that PIN-based POS transactions cannot be made at international locations. Citibank® Debit Cards can still be used to make Signature-based POS purchases.

The currency conversion rate in effect on the processing date may differ from the rate in effect on the transaction date or the posting date.

## Lost or Stolen Citibank® Banking Cards or Other Access Devices and Unauthorized Electronic Transactions

### Consumer Liability

If any of your Access Devices are lost or stolen, it is your responsibility to notify us immediately. Please call CitiPhone Banking® at the number on the back cover of this Manual.

Please remember that your Citibank® Banking Card and all of your Access Devices are valuable, and it is important for you to exercise care with them. To protect your personal and account information, be sure to keep your PIN and other Access Devices secure. As a general practice, we recommend that you periodically change your PIN.

Tell us at once if you believe any of your Access Devices, including but not limited to your Citibank® Banking Card, has been lost or stolen, or if you believe that an electronic fund transfer has been made without your permission using information from your check. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your account (plus your maximum overdraft line of credit). Call CitiPhone Banking® at 1-888-CITIBANK or use the number located on the back cover of this Agreement. Customer service representatives are available to assist you 24 hours a day, 7 days a week. If you tell us within two (2) Business Days after you learn of the loss or theft of your Access Device, you can lose no more than \$50 if someone uses your Access Device without your permission.

If you do NOT tell us within two (2) Business Days after you learn of the loss or theft of your Access Device, and we can prove we could have stopped someone from using your Access Device without your permission if you had told us, you could lose as much as \$500.

The following additional terms are applicable if the governing state law of your account is that of one of the states listed below:

**California**

Within this section, the paragraph above describing liability up to \$500 shall not apply.

**Massachusetts**

Within this section, your liability for unauthorized transactions arising from a single loss or theft of your Access Device shall not exceed \$50.

**Documentation as Evidence.** Any documentation provided to you which indicates that an electronic fund transfer was made to another person shall be admissible as evidence of such transfer and shall constitute prima facie proof that such transfer was made.

**New York**

Within this section, your liability for the unauthorized use of your Citibank® Banking Card shall not exceed \$50.

**Citibank® Banking Card**

If your Citibank® Banking Card is used in conjunction with an unauthorized transaction your liability for unauthorized use as described above, will not exceed:

- (i) \$0 if
  - you report the loss or theft of your card within 24 hours of discovery of such loss or theft; and
  - you exercised reasonable care in safeguarding your card from the risk of loss or theft; and
  - you have not reported two or more incidents of unauthorized use to the bank in the immediately preceding 12 month period; and
  - the account to which transactions initiated with your card were posted is in good condition; or
- (ii) The lesser of \$50 or the amount of money, property, labor or services obtained by the unauthorized user before notification to the bank if all conditions listed in section (i) above have not been met.

Also, if your statement shows transfers that you did not make, including those made by card, code or other means, tell us at once. If you do not tell us within sixty (60) days after the statement was mailed to you, you may not get back any money you lost after the sixty (60) days if we can prove that we could have stopped someone from taking the money if you had informed us in time. If a good reason (such as a long trip or a hospital stay) kept you from telling us, we will extend the time periods.

**Contact in Event of Unauthorized Transfer**

If you believe your Access Device has been lost or stolen call: CitiPhone Banking® at 1-888-CITIBANK or write: Citibank Client Services, P.O. Box 769004, San Antonio, Texas 78245-9989. You should also call the number or write to the address listed above if you believe a transfer has been made using the information from your check without your permission.

## **ERROR RESOLUTION AND NOTICE PROCEDURES FOR CLAIMS OR QUESTIONS CONCERNING AN INTERNATIONAL GLOBAL TRANSFER OR INTERNATIONAL WIRE TRANSFER INITIATED FROM A CONSUMER ACCOUNT ON OR AFTER OCTOBER 28, 2013**

If you think there has been an error or you need more information about your transfer, you must contact Citibank within one hundred and eighty (180) days of the date indicated by Citibank that the funds would be available to the beneficiary of that transfer. At that time, you may be asked to provide the following information: 1) your name, address, and account number; 2) the name of the person receiving the funds, and if you know it, his or her telephone number or address; 3) the dollar amount of the transfer; 4) the reference code for the transfer; and 5) a description of the error or why you need additional information. We may also ask you to select a choice of remedy (credit to your account in an amount necessary to resolve the error or alternatively, a resend of the transfer for those cases where bank error is found), Citibank will determine whether an error has occurred within ninety (90) days after you contact the bank. If Citibank determines that an error has occurred, we will promptly correct that error in accordance with the remedy option(s) available to you. In all cases, we will provide you with a written explanation of the results of our investigation. You may also ask for copies of the documents we used in our investigation.

**Cancellation Inquiries:** You have the right to cancel your international funds transfer request for a full refund within thirty (30) minutes of your authorizing payment for the transfer, unless the funds have been picked up or deposited.

To cancel a Consumer Citibank Global Transfer, please call 1-866-515-1725 (TTY 800-788-6775) or sign into CitibankOnline. When cancelling by phone, you will need to provide us with information to help identify the funds transfer you wish to cancel, including the amount and location where the funds were to be sent. Any refund will be made no later than three business days of your request to cancel.



To cancel a Consumer International Wire Transfer, please call 1-888-606-9716 (TTY: 800-788-6775) and for Citibank Online initiated wire transfers, you can cancel online. When cancelling by phone, you will need to provide us with information to help identify the funds transfer you wish to cancel, including the amount and location where the funds were to be sent. Any refund will be made no later than three business days of your request to cancel.

## **ERROR RESOLUTION AND NOTICE PROCEDURES FOR ALL OTHER ELECTRONIC FUND TRANSFERS**

If your statement or transaction record is wrong or if you need more information about a transfer listed on your statement or record, contact us as soon as possible at the phone number or address listed above.

**NOTE:** If the error concerns an ATM network transaction, be sure to contact Citibank or Citigroup Global Markets Inc. – depending on the account from which you were attempting to withdraw funds – not the financial institution that operates the machine. We need to hear from you no later than sixty (60) days after we sent the FIRST statement on which the problem or error appeared.

- (1) Tell us your name and account number (if any)
- (2) Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information
- (3) Tell us the dollar amount of the suspected error.

If you tell us orally, we may require that you send us your complaint or question in writing within ten (10) Business Days. We will determine whether an error occurred within ten (10) Business Days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to forty-five (45) days to investigate your complaint or question. If we decide to do this, we will provisionally credit your account within ten (10) Business Days for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. For new accounts (where the notice of error involves an electronic funds transfer to or from your account, that occurred within thirty (30) days after the first deposit to the account was made), we can take up to twenty (20) Business Days to determine whether an error occurred and up to twenty (20) days to provisionally credit your account for the amount you think is in error. If we need more time, however, we may take up to ninety (90) days to investigate your complaint or question. For errors involving point-of-sale or foreign-initiated transactions, we may also take up to ninety (90) days to investigate your complaint or question.

If we ask you to put your complaint or question in writing and we do not receive it within ten (10) Business Days, we may not provisionally credit your account.

In any case, we will tell you the results of our investigation within three (3) Business Days after completing our investigation. If we decide that there was no error, we will send you a written explanation. You may ask for copies of the documents that we used in our investigation.

### **Our Responsibility to You**

If we do not complete a transfer to or from your account on time or in the correct amount according to our Agreement with you, we will be liable for your losses or damages. However, there are some exceptions. We will not be liable, for instance:

- (1) If, through no fault of ours, you do not have enough money in your account to make the transfer;
- (2) If the transfer would go over the credit limit on your overdraft line;
- (3) If the automated teller machine where you are making the transfer does not have enough cash and you continue to request the transfer when you know the ATM does not have sufficient cash;
- (4) If the automated teller machine or POS terminal was not working properly and you knew about the breakdown when you started the transfer;
- (5) If circumstances beyond our control (such as fire or flood or other conditions listed under "Limitation of Liability") prevent the transfer, despite reasonable precautions that we have taken.

There may be other exceptions stated in our Agreement with you.

## **CONFIDENTIALITY AT CITIBANK**

We will disclose information to third parties about your account or the transfers you make:

- (i) When it is necessary for completing transfers;
- (ii) In order to verify the existence and condition of your account for a third party such as a credit bureau or merchant;
- (iii) In order to comply with government agency or court orders; or
- (iv) If you give us your permission.

Because our statements may include information about linked accounts belonging to more than one individual and your accounts with other Citibank affiliates, statements released under a subpoena or as otherwise required or permitted by law may contain information regarding those other persons and accounts.

For additional information about our privacy practices, see "our consumer privacy notice".

# Limitation of Liability

Except as otherwise required by law, we are not liable to you for any claim, cost, loss or damage caused by an event that is beyond our reasonable control. In particular, we are not liable to you if circumstances beyond our reasonable control prevent us from, or delay us in, performing our obligations for a service, including acting on a payment order, crediting a funds transfer to your account, processing a transaction or crediting your account. Circumstances beyond our reasonable control include, but are not limited to, natural disasters such as a tornado, hurricane, earthquake or flood, emergency conditions, such as a war, terrorist attack, riot, fire, theft or labor dispute; a legal constraint or governmental action or inaction; the breakdown or failure of our equipment for any reason, including a loss of electric power, the breakdown of any private or common carrier communication or transmission facilities, any time-sharing supplier or any mail or courier service; the potential violation of any guideline, rule or regulation of any government authority; suspension of payments by another bank; or your act, omission, negligence or fault. We will never be liable for special, incidental, exemplary, punitive or consequential losses or damages of any kind resulting from the conditions stated in this "Limitation of Liability" section.

# Resolution of Disputes by Arbitration

PLEASE READ THIS PROVISION OF THE AGREEMENT CAREFULLY.

THIS SECTION CONTAINS IMPORTANT INFORMATION REGARDING YOUR DEPOSIT, READY CREDIT®, SECURED READY CREDIT®, CUSTOM CREDIT LINE, CHECKING PLUS® OR CHECKING PLUS® (VARIABLE RATE) ACCOUNTS AND THE SERVICES RELATED THERETO. IT PROVIDES THAT EITHER YOU OR WE CAN REQUIRE THAT ANY DISPUTES BE RESOLVED BY BINDING ARBITRATION. ARBITRATION REPLACES THE RIGHT TO GO TO COURT, INCLUDING THE RIGHT TO PARTICIPATE IN A CLASS ACTION OR SIMILAR PROCEEDING. IN ARBITRATION, THE DISPUTE IS SUBMITTED TO A NEUTRAL PARTY, AN ARBITRATOR, INSTEAD OF A JUDGE OR JURY. ARBITRATION PROCEDURES ARE SIMPLER AND MORE LIMITED THAN RULES APPLICABLE IN COURT.

## AGREEMENT TO ARBITRATE DISPUTES

Either you or we may elect, without the other's consent, to require that any dispute between us, or concerning your Citibank deposit, Ready Credit®, Secured Ready Credit®, Custom Credit Line, Checking Plus® or Checking Plus® (variable rate) accounts, except those disputes specifically excluded below, be resolved by binding arbitration.

## DISPUTES COVERED BY ARBITRATION

Any claim or dispute relating to or arising out of your deposit, Ready Credit®, Secured Ready Credit®, Custom Credit Line, Checking Plus® or Checking Plus® (variable rate) account, this Agreement, or our relationship will be subject to arbitration. All disputes are subject to arbitration, no matter what legal theory they are based on or what remedy (damages, or injunctive or declaratory relief) they seek. Disputes include any unresolved claims concerning any services relating to such account, including, without limitation, safe deposit box services, wire transfer services, and use of a Citibank® Banking Card or Citibank® Banking Card displaying the MasterCard® Brand Mark. Disputes include not only claims made directly by you, but also made by anyone connected with you or claiming through you, such as a joint account owner, account beneficiary, employee, representative, agent, predecessor or successor, heir, assignee, or trustee in bankruptcy. Disputes include not only claims that relate directly to Citibank, but also its parent, affiliates, successors, assignees, employees, and agents and claims for which we may be directly or indirectly liable, even if we are not properly named at the time the claim is made. Disputes include claims based on any theory of law, contract, statute, regulation, tort (including fraud or any intentional tort), or any other legal or equitable ground, and include claims made as counterclaims, cross-claims, third party claims, interpleaders or otherwise. A party who initiates a proceeding in court may elect arbitration with respect to any dispute advanced in that proceeding by any other party. Disputes include claims made as part of a class action or other representative action, it being expressly understood and agreed to that the arbitration of such claims must proceed on an individual (non-class, non-representative) basis. Disputes also include claims relating to the enforceability or interpretation of any of these arbitration provisions. Any questions about whether disputes are subject to arbitration shall be resolved by interpreting this arbitration provision in the broadest way the law will allow it to be enforced.

## DISPUTES EXCLUDED FROM ARBITRATION

Disputes filed by you or by us individually in a small claims court are not subject to arbitration, so long as the disputes remain in such court and advance only an individual claim for relief.

## COMMENCING AN ARBITRATION

The party filing an arbitration must choose one of the following neutral arbitration forums and follow its rules and procedures for initiating and pursuing an arbitration: American Arbitration Association or JAMS. If you initiate the arbitration, you must notify us in writing at Citibank, Litigation/Arbitration Unit, One Court Square, 43rd Floor/Zone 10, Long Island City, NY 11120. If we initiate the arbitration, we will notify you in writing at your last known address on file. You may obtain a copy of the arbitration rules for these forums, as well as additional information about initiating an arbitration by contacting these arbitration forums:

American Arbitration Association  
1-800-778-7879 (toll-free)  
Website: [adr.org](http://adr.org)

JAMS  
1-800-352-5267 (toll-free)  
Website: [jamsadr.com](http://jamsadr.com)

The arbitration shall be conducted in the same city as the U.S. District Court closest to your home address, unless the parties agree to a different location in writing.

## ADMINISTRATION OF ARBITRATION

The arbitration shall be decided by a single, neutral arbitrator. The arbitrator will be either a lawyer with at least ten years experience or a retired or former judge, selected in accordance with the rules of the arbitration forum. The arbitrator shall follow procedures and rules of the arbitration forum in effect on the date the arbitration is filed unless those rules and procedures are inconsistent with this arbitration provision, in which case this arbitration provision will prevail. Those procedures and rules may limit the discovery available to you or us. The arbitrator will take reasonable steps to protect customer account information and other confidential information if requested to do so by you or us. The arbitrator shall decide the dispute in accordance with applicable substantive law consistent with the Federal Arbitration Act and applicable statutes of limitations, will honor claims of privilege recognized at law, and will be empowered to award any damages or other relief provided for under applicable law. The arbitrator will not have the power to award relief to, or against, any person who is not a party to the arbitration. An award in arbitration shall determine the rights and obligations between the named parties only, and only in respect of the claims in arbitration, and shall not have any bearing on the rights and obligations of any other person, or on the resolution of any other dispute. You or we may choose to have a hearing and be represented by counsel. The decision rendered by the arbitrator shall be in writing; however, the arbitrator need not provide a statement of his reasons unless one is requested by you or us.

## COSTS

The party initiating the arbitration shall pay the initial filing fee. If you file the arbitration and an award is rendered in your favor, we will reimburse you for your filing fee. If there is a hearing, we will pay the fees and costs for the first day of that hearing. All other fees and costs will be allocated in accordance with the rules of the arbitration forum. However, we will advance or reimburse filing and other fees if the arbitrator rules that you cannot afford to pay them or finds other good cause for requiring us to do so, or if you ask us and we determine there is good reason for doing so. Each party shall bear the expense of their respective attorneys, experts, and witnesses and other expenses, regardless of who prevails, but a party may recover any or all expenses from another party if the arbitrator, applying applicable law, so determines.

## NO CLASS ACTION OR JOINDER OF PARTIES

You and we agree that no class action, private attorney general or other representative claims may be pursued in arbitration, nor may such action be pursued in court if either you or we elect arbitration. Unless mutually agreed to by you and us, claims of two or more persons may not be joined, consolidated, or otherwise brought together in the same arbitration (unless those persons are joint account owners or beneficiaries on your account and/or related accounts, or parties to a single transaction or related transaction); this is so whether or not the claim may have been assigned.

## RIGHT TO RESORT TO PROVISIONAL REMEDIES PRESERVED

Nothing herein shall be deemed to limit or constrain our right to resort to self-help remedies, such as the right of setoff or the right to restrain funds in an account, to interplead funds in the event of a dispute, to exercise any security interest or lien we may hold in property, or to comply with legal process, or to obtain provisional remedies such as injunctive relief, attachment, or garnishment by a court having appropriate jurisdiction; provided, however, that you or we may elect to arbitrate any dispute related to such provisional remedies.

## ARBITRATION AWARD

The arbitrator's award shall be final and binding unless a party appeals it in writing to the arbitration forum within fifteen (15) days of notice of the award. The appeal must request a new arbitration before a panel of three neutral arbitrators selected in accordance with the rules of the same arbitration forum. The panel will consider all factual and legal issues anew, follow the same rules that apply to a proceeding using a single arbitrator, and make decisions based on the vote of the majority. Costs will be allocated in the same way they are allocated before a single arbitrator. An award by a panel is final and binding on the parties after fifteen (15) days have passed. A final and binding award is subject to judicial intervention or review only to the extent allowed under the Federal Arbitration Act. A party may seek to have a final and binding award entered as a judgment in any court having jurisdiction.

## GOVERNING LAW

You and we agree that our relationship includes transactions involving interstate commerce and that these arbitration provisions are governed by, and enforceable under, the Federal Arbitration Act. To the extent state law is applicable, the laws of the state governing your account relationship apply.

## SEVERABILITY, SURVIVAL

These arbitration provisions shall survive:

- (i) termination or changes to your deposit, Checking Plus® or Checking Plus® (variable rate) or Ready Credit®, Secured Ready Credit®, Custom Credit Line accounts, or any related services we provide;
- (ii) the bankruptcy of any party; and
- (iii) the transfer or assignment of your deposit, Checking Plus® or Checking Plus® (variable rate) or Ready Credit®, Secured Ready Credit®, Custom Credit Line accounts, or any related services we provide.

If any portion of this arbitration provision is deemed invalid or unenforceable, the entire arbitration provision shall not remain in force. No provision of this arbitration provision may be amended, severed or waived absent a written agreement between you and us.

-----  
**This is a copy of the signature card signed by customers at account opening.**

**DATE:** \_\_\_\_\_ **FIMP:** \_\_\_\_\_ **CITIBANK, N.A. ACCOUNT**

Account Title:

Address:

Account Number(s):

NAME/SIGNER	SSN/TAX ID	CARD	NAME/SIGNER	SSN/TAX ID	CARD

Business Name/Disregarded Entity Name, if different from above: \_\_\_\_\_

Check appropriate box for federal tax classification:

Individual/Sole Proprietor  C Corporation  S Corporation  Partnership  Trust/Estate  Exempt Payee  Other \_\_\_\_\_

Limited Liability Company. Enter tax classification (C=Corporation, S=S Corporation, P=Partnership) \_\_\_\_\_

**CERTIFICATION – UNDER PENALTIES OF PERJURY, I CERTIFY THAT: (1) THE NUMBER SHOWN ON THIS FORM IS MY CORRECT TAXPAYER IDENTIFICATION NUMBER (OR I AM WAITING FOR A NUMBER TO BE ISSUED TO ME), AND (2) I AM NOT SUBJECT TO BACKUP WITHHOLDING BECAUSE: (A) I AM EXEMPT FROM BACKUP WITHHOLDING, OR (B) I HAVE NOT BEEN NOTIFIED BY THE INTERNAL REVENUE SERVICE (IRS) THAT I AM SUBJECT TO BACKUP WITHHOLDING AS A RESULT OF A FAILURE TO REPORT ALL INTEREST OR DIVIDENDS, OR (C) THE IRS HAS NOTIFIED ME THAT I AM NO LONGER SUBJECT TO BACKUP WITHHOLDING, AND (3) I AM A U.S. CITIZEN OR OTHER U.S. PERSON (AS DEFINED IN THE INSTRUCTIONS).**

**CERTIFICATION INSTRUCTIONS: YOU MUST CROSS OUT ITEM (2) ABOVE IF YOU HAVE BEEN NOTIFIED BY THE IRS THAT YOU ARE CURRENTLY SUBJECT TO BACKUP WITHHOLDING BECAUSE YOU HAVE FAILED TO REPORT ALL INTEREST AND DIVIDENDS ON YOUR TAX RETURN.**

By signing below, I: (1) certify my tax status (applicable only if I am a U.S. Person for tax purposes); (2) agree to be bound by all Citibank, N.A. terms and conditions applicable to my account(s), including the Client Manual Consumer Accounts, its Marketplace Addendum and/or any applicable loan note(s) or agreement(s); (3) understand and acknowledge that such note(s)/agreement(s) provide that any dispute between us will be resolved by binding arbitration; and (4) unless I am opening a Personal Loan or Secured Personal Loan, such arbitration provisions apply to all my other Citibank deposit, Custom Credit Line, Ready Credit, Secured Ready Credit, Checking Plus (variable rate) or Checking Plus accounts.

**THE INTERNAL REVENUE SERVICE DOES NOT REQUIRE YOUR CONSENT TO ANY PROVISION OF THIS DOCUMENT OTHER THAN THE CERTIFICATIONS REQUIRED TO AVOID BACKUP WITHHOLDING**

Signer 1 Signature	Signer 2 Signature
Signer 3 Signature	Signer 4 Signature

You can use your Citibank® Banking Card wherever you see these symbols.



Citibank® Banking Card with the MasterCard® Brand Mark will be accepted at participating merchants.



To find the most convenient location, you can call: 1-800-CITI-ATM, 24 hours a day, 7 days a week.  
Also visit us at [Citibank.com/locations](http://Citibank.com/locations).

Note: Not all accounts are accessible at every ATM network machine. Assistance is also available 24 hours a day, 7 days a week, at phones located in Citibank branches.

### CitiPhone Banking®

**Toll-Free (within the U.S.)** 1-888-CITIBANK

**To call collect from outside the U.S.** 1-210-677-0065

**For the speech and hearing impaired call our Text Telephone (TTY)** 1-800-945-0258

- To report errors or to ask questions about electronic transfers;
- To obtain current interest rates and Annual Percentage Yields;
- For balance inquiries or other kinds of account information;
- To transfer funds between your accounts;
- To report a stolen, missing or damaged Citibank® Banking Card;
- To order checks;
- To request a stop payment on a check

### Other Customer Service Telephone Numbers\*

Citibank® Online	1-800-374-9700 <a href="http://CitibankOnline.com">CitibankOnline.com</a>
Contact your Financial Advisor or Citi Personal Wealth Management Text Telephone (TTY)	1-800-846-5200 1-800-568-3405
Retirement Plan Services Text Telephone (TTY)	1-800-695-5911 1-800-788-6775
Citigold® Customer Service for Accounts with linked Citi Personal Wealth Management Investment Accounts or for relationships which do not contain a linked Citi Personal Wealth Management Investment account	1-888-CITIGOLD (1-888-248-4465)
Citibank® MasterCard® or Visa®	1-800-950-5114

\* To ensure quality service, calls are randomly monitored and may be recorded.



Terms, conditions and fees for accounts, products, programs and services are subject to change.

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Maestro is a registered trademark of MasterCard International Incorporated and affiliates.

Cirrus is a registered trademark of Cirrus System, LLC, formerly known as Cirrus System, Inc.

7-ELEVEN® is a registered trademark of 7-Eleven, Inc.

MoneyPass® is a registered trademark of U.S. Bank National Association.

Publix® is a registered trademark of Publix Asset Management Company.



Citi Private Bank is a business of Citigroup Inc. ("Citigroup"), which provides its clients access to a broad array of products and services available through bank and non-bank affiliates of Citigroup. Not all products and services are provided by all affiliates or are available at all locations.

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Item PBG70001-ALL (Rev. 5/14)



Private Bank

# Marketplace Addendum

Citibank, N.A.



Effective May 20, 2014



## Important Notice

This Marketplace Addendum supplements and incorporates all of the terms and conditions contained in the Citibank Client Manual – Consumer Accounts, including, but not limited to, the definitions. It also contains additional information about deposit products and services available by marketplace, including: checking and savings accounts; interest accruals and computation, balance requirements, early withdrawal penalties, overdraft protection, funds availability, fees and charges, and other important information.

***Please be advised that certain sections of this Marketplace Addendum may not pertain to – or are different for – Citi Private Bank clients.***

***I. The following sections do NOT apply:***

- “Combined Average Balances for Fees and Charges” for “The Citibank Account Package” (pages 5-6)
- “Basic Banking Package” (pages 7-8)
- “Citibank® Student Account Package” (page 9)
- “Citibank® EZ Checking Package” (pages 10-11)
- “Access Account Package” (pages 11-12)
- “Other Fees and Charges for All Accounts” (pages 26-27), except as noted below for “Citigold® Account Package”

***II. The following sections only apply to Citi Private Bank clients who have Citigold Accounts:***

- “The Citigold® Account Package” section (pages 2-4), “Citigold Interest Checking” (pages 14-15), “Citigold Account Package Fees” under “Other Fees and Charges for All Accounts” (pages 26-27)
- Additionally, for Citi Private Bank clients there are NO minimum deposit requirements to open a Citigold Account (page 3)

***III. “Minimum Opening Deposit” requirements do not apply to products opened through Citi Private Bank except for:***

- U.S. Multi-Currency Cash Reserve Account
- U.S. Multi-Currency Time Deposits

***IV. All Citi Private Bank non-Citigold Interest Checking accounts and the Citibank Savings Plus Account will be assigned Citi Private Bank interest rates and Annual Percentage Yields (APY) based on balance ranges.***

Therefore, the following sections do NOT apply: a) “Interest Rates” for Interest Checking (page 13), and b) “Interest Rates” and “Account Balance Ranges for Rate Calculations” for “Citibank® Savings Plus Account” (page 16). Instead, Citi Private Bank clients will receive rates assigned to the following balance ranges.

**Account Balance Ranges for Calculations**

\$0.00 - \$999.99	\$20,000 - \$24,999.99	\$500,000 - \$999,999.99
\$1,000 - \$2,499.99	\$25,000 - \$49,999.99	\$1,000,000 - \$4,999,999.99
\$2,500 - \$7,499.99	\$50,000 - \$99,999.99	\$5,000,000 - \$9,999,999.99
\$7,500 - \$9,999.99	\$100,000 - \$249,999.99	\$10,000,000 - \$24,999,999.99
\$10,000 - \$19,999.99	\$250,000 - \$499,999.99	\$25,000,000 and above



For the Interest Checking account, the Account Balance Range is calculated monthly by determining the average daily balance in the account from the last day of your previous statement period through the second to last day of your current statement period. For example, if your October statement period is October 1st to October 31st, we will calculate your average daily balance in your account for the period from September 30th through October 30th.

Important notes: The same rate may be assigned to more than one balance range. Interest rates are variable, determined by Citi Private Bank at its sole discretion and can change at any time. For current interest rates, please speak with your Citi Private Bank representative for details.

**V. *Citi Private Bank clients will receive the interest rate and Annual Percentage Yield (APY) assigned to the highest balance range regardless of the balance for the following:***

- Certificate of Deposits (pages 18-19)

Therefore, the "CD Balance Ranges for Rate Calculations" table will not apply to the above accounts.

***Other Changes in Information:***

For a listing of Fees, please refer to "Miscellaneous Fees for All Citi Private Bank Accounts" on the page immediately preceding the table of contents of this Marketplace Addendum.

Please direct questions or inquiries about your accounts to Customer Service for Citi Private Bank at 1-800-870-1073. (NOTE: To ensure quality service, calls are randomly monitored and may be recorded.)

## U.S. MULTI-CURRENCY TRANSACTION ACCOUNT

The U.S. Multi-Currency Transaction Account is a non-interest bearing account that does not offer a check writing feature in which you can hold selected foreign currencies: British Pounds, Canadian Dollars, Euro, Japanese Yen, Swiss Francs, Singapore Dollars, Hong Kong Dollars, Chinese Renminbi, Australian Dollars, New Zealand Dollars, Swedish Kronor, UAE Dirham, Danish Krone, Norwegian Krone, Hungarian Forint, Israeli Shekels, Mexican Peso, Polish Zloty, Romanian Leu, Saudi Arabian Riyal, Turkish Lira, and South African Rand. A separate U.S. Multi-Currency Transaction Account must be opened for each currency selected. Some foreign currencies may require additional documentation. No interest will be paid on any U.S. Multi-Currency Transaction Account.

The U.S. Multi-Currency Transaction Account must be linked to a Citibank U.S. Dollar checking account. It may not be linked to your Citibank® Banking Card, for ATM access, online banking or telephone banking. Deposits may not be made into any Multi-Currency Transaction Account via check.

### Foreign Exchange Transactions

Citibank can enter into foreign exchange transactions for clients who hold U.S. Multi-Currency Transaction Account. These transactions will be at the quoted foreign exchange rate.

### Settlement

When exchanging U.S. Dollars for deposit into a U.S. Multi-Currency Transaction Account in Canadian Dollars the deposit will be made the same day, if the order placed before 2:00 PM (Eastern Time). If the order is placed after 2:00 PM (Eastern Time) the deposit will not be made until the next business day.

When exchanging U.S. Dollars for deposit into a U.S. Multi-Currency Transaction Account in Euros, British Pounds, Mexican Pesos, Swiss Francs, or Swedish Kronor, the deposit will not be made until the next business day from the date the order is placed, if placed before 2:00 PM (Eastern Time) or two business days after the order is placed if the order is made after 2:00 PM (Eastern Time).

When exchanging U.S. Dollars for deposit into a U.S. Multi-Currency Transaction Account in Japanese Yen, Singapore Dollars, Hong Kong Dollars, Chinese Renminbi, Australian Dollars, New Zealand Dollars, UAE Dirham, Danish, Krone, Norwegian Krone, Hungarian Forint, Israeli, Shekels, Polish Zloty, Romanian Leu, Saudi Arabian Riyal, Turkish Lira, and South African Rand the deposit will not be made until two business days from the date the order is placed, if the order is placed before 2:00 PM (Eastern Time) or three business days if the order is placed after 2:00 PM (Eastern Time).

For purposes of the above, a business day is a weekday that is not a holiday for Citibank in New York, NY, London, England or in the country of the currency into which the U.S. Dollars are being exchanged.

### Fees

Fees, if any, will be charged in accordance with the "Miscellaneous Fees for All Citi Private Bank Accounts" disclosed in the Marketplace Addendum.

### Withdrawals

There are no limitations on the number of withdrawals you may make from your U.S. Multi-Currency Transaction Account per month. Overdrawing your U.S. Multi-Currency Account is not permitted.

### Foreign Exchange Transaction Penalties

If you fail to make a required deposit in U.S. Dollars or a foreign currency in connection with any transaction initiated at your request, then you must pay Citibank, on demand, the costs to Citibank arising from such failure. These costs may include: the cost of obtaining U.S. Dollars or the relevant foreign currency from other sources, the cost of terminating the transaction and any other transaction entered into by Citibank in reliance on your obligation to make the deposit, and Citibank's related administrative costs. Citibank may charge the prevailing borrowing interest rate for the currency determined by Citibank, plus 2%.

### Foreign Exchange Gains and Losses

The value of any one currency fluctuates versus the value of another, and there can be a gain or loss when one currency is exchanged for another. You will benefit from any realized gain in the value of one currency versus another and will sustain any realized loss. Any foreign exchange gain or loss will affect the value of your principal. Citibank does not report foreign exchange gains or losses to the Internal Revenue Service ("IRS"). You are responsible for reporting to the IRS all required information relating to your foreign exchange tax liability.

### Reporting

In your monthly statement, an indicative exchange rate and the U.S. Dollar equivalent amount of the account balance will be displayed for informational purposes only. This U.S. Dollar equivalent amount, however, is not an obligation of Citibank to pay you in U.S. Dollars.

### Minimum Opening Balance Requirement

There are no minimum opening balance requirements for a U.S. Multi-Currency Transaction Account.

## U.S. MULTI-CURRENCY CASH RESERVE ACCOUNT

The U.S. Multi-Currency Cash Reserve Account is a money market deposit account in selected foreign currencies: British Pounds, Canadian Dollars, Euro, Japanese Yen, Swiss Francs, Singapore Dollars, Hong Kong Dollars, Chinese Renminbi, Australian Dollars, New Zealand Dollars, Swedish Kronor UAE Dirham, Danish Krone, Norwegian Krone, Hungarian Forint, Israeli Shekels, Mexican Peso, Polish Zloty, Romanian Leu, Saudi Arabian Riyal, Turkish Lira, and South African Rand.

A separate U.S. Multi-Currency Cash Reserve Account must be opened for each currency selected. Some foreign currencies may require additional documentation.

The U.S. Multi-Currency Cash Reserve Account must be linked to a U.S. Dollar Citibank checking account. It may not be linked to your Citibank® Banking Card, Citibank® Banking Card with the ThankYou<sup>SM</sup> Network, Citibank® / AAdvantage® Debit Card, Citibank® online banking or telephone banking.

### Foreign Exchange Transactions

Citibank can enter into foreign exchange transactions for clients who hold U.S. Multi-Currency Cash Reserve Account.

These transactions will be at the quoted foreign exchange rate.

### Settlement

When exchanging U.S. Dollars for deposit into a U.S. Multi-Currency Transaction Account in Canadian Dollars the deposit will be made the same day, if the order placed before 2:00 PM (Eastern Time). If the order is placed after 2:00 PM (Eastern Time) the deposit will not be made until the next business day.

When exchanging U.S. Dollars for deposit into a U.S. Multi-Currency Transaction Account in Euros, British Pounds, Mexican Pesos, Swiss Francs, or Swedish Kronor, the deposit will not be made until the next business day from the date the order is placed, if placed before 2:00 PM (Eastern Time) or two business days after the order is placed if the order is made after 2:00 PM (Eastern Time).

When exchanging U.S. Dollars for deposit into a U.S. Multi-Currency Transaction Account in Japanese Yen, Singapore Dollars, Hong Kong Dollars, Chinese Renminbi, Australian Dollars, New Zealand Dollars, UAE Dirham, Danish, Krone, Norwegian Krone, Hungarian Forint, Israeli, Shekels, Polish Zloty, Romanian Leu, Saudi Arabian Riyal, Turkish Lira, and South African Rand the deposit will not be made until two business days from the date the order is placed, if the order is placed before 2:00 PM (Eastern Time) or three business days if the order is placed after 2:00 PM (Eastern Time).

For purposes of the above, a business day is a weekday that is not a holiday for Citibank in New York, NY, London, England or in the country of the currency into which the U.S. Dollars are being exchanged.

### Fees

Fees, if any, will be charged in accordance with the "Miscellaneous Fees for All Citi Private Bank Accounts" disclosed in the Marketplace Addendum.

### Foreign Exchange Transaction Penalties

If you fail to make a required deposit in U.S. Dollars or a foreign currency in connection with any transaction initiated at your request, then you must pay Citibank, on demand, the costs to Citibank arising from such failure. These costs may include: the cost of obtaining U.S. Dollars or the relevant foreign currency from other sources, the cost of terminating the transaction and any other transaction entered into by Citibank in reliance on your obligation to make the deposit, and Citibank's related administrative costs. Citibank may charge the prevailing borrowing interest rate for the currency determined by Citibank, plus 2%.

### Foreign Exchange Gains and Losses

The value of any one currency fluctuates versus the value of another, and there can be a gain or loss when one currency is exchanged for another. You will benefit from any realized gain in the value of one currency versus another and will sustain any realized loss. Any foreign exchange gain or loss will affect the value of your principal and the interest paid. Citibank does not report foreign exchange gains or losses to the Internal Revenue Service ("IRS"). You are responsible for reporting to the IRS all required information relating to your foreign exchange tax liability.

### Reporting

In your monthly statement, an indicative exchange rate and the U.S. Dollar equivalent amount of the account balance will be displayed for informational purposes only. This U.S. Dollar equivalent amount, however, is not an obligation of Citibank to pay you in U.S. Dollars.

Each January, the total U.S. Dollar value of interest paid on a U.S. Multi-Currency Cash Reserve Account will be reported to the IRS on one or more 1099 forms unless you have provided us a Form W-8BEN, Certificate of Foreign Status of Beneficial Owner for United States Tax Withholding. Copies of the 1099(s) will be provided to you.

### Minimum Opening Deposit

The minimum opening deposit amount of each U.S. Multi-Currency Cash Reserve Account in the selected currency shall be the equivalent in that currency to U.S. \$25,000. If the U.S. Dollar value of your U.S. Multi-Currency Cash Reserve Account decreases to below U.S. \$25,000, Citibank may close your account.

## Rate Information

Interest rates for the U.S. Multi-Currency Cash Reserve Account are based on balance tiers, with higher rates paid for each higher balance tier. The interest rates and Annual Percentage Yields are determined by Citibank and can change at our discretion at any time. For up-to-date information, please call Customer Service for Citi Private Bank for a current Citi Private Bank deposit interest rates and annual percentage yields disclosure.

## Interest Calculation

Interest is compounded and credited to your account daily. When a non-cash item (for example, a check) in the applicable foreign currency is deposited into the account, interest begins to accrue no later than the business day we receive credit for the deposit of that non-cash item. In the case of a deposit that is affected by means of a foreign currency transaction, we pay interest beginning on the first business day settlement is completed. Interest will be paid up to, and including, the day the account is closed.

We use the daily balance method to calculate interest on the U.S. Multi-Currency Cash Reserve Account. Interest is calculated on a 360-day basis except for British Pounds, for which interest is calculated on a 365-day basis. This method applies a daily periodic rate for each tier of the balance in the account each day. The daily periodic rate for each balance tier during the statement period is the average of the daily periodic rates for that balance tier in effect during the statement period. A rate will be established for each balance tier.

## Limits on Payments and Transfers

Federal regulations require us to limit the number of payments and transfers of the following types from Cash Reserve Accounts and U.S. Multi-Currency Cash Reserve Accounts: automatic or preauthorized transfers; recurring payments you set up in advance; payments and transfers you authorize using a telephone.

The maximum number of transfers of these types permitted are six per statement period. If you have reached this limit, we may refuse to process such transfers.

If this limit is exceeded three times in a twelve month period, we will, in our sole discretion, either restrict access to your account, close your account, or transfer the funds in the account to another Citibank account you have that is not subject to this transaction limit, as will be further described in the notice that we will send concerning such excessive transaction activity.

## Withdrawal Notice

We reserve the right to require seven days' advance notice before permitting a withdrawal from all Cash Reserve Accounts and U.S. Multi-Currency Cash Reserve Accounts. We are required by law to reserve this right, but we do not presently exercise it.

## U.S. MULTI-CURRENCY TIME DEPOSITS

The U.S. Multi-Currency Time Deposits are fixed-rate deposits, available in selected foreign currencies: British Pounds, Canadian Dollars, Euro, Japanese Yen, Swiss Francs, Singapore Dollars, Hong Kong Dollars, Chinese Renminbi, Australian Dollars, New Zealand Dollars, Swedish Kronor UAE Dirham, Danish Krone, Norwegian Krone, Hungarian Forint, Israeli Shekels, Mexican Peso, Polish Zloty, Romanian Leu, Saudi Arabian Riyal, Turkish Lira, and South African Rand. A separate U.S. Multi-Currency Time Deposit Account must be opened for each currency selected. Some foreign currencies may require additional documentation.

The U.S. Multi-Currency Cash Reserve Account must be linked to a U.S. Dollar Citibank checking account. It may not be linked to your Citibank® Banking Card, Citibank® Banking Card with the ThankYou<sup>SM</sup> Network, Citibank® / AAdvantage® Debit Card, Citibank® online banking or telephone banking.

## Foreign Exchange Transactions

Citibank can enter into foreign exchange transactions for clients who hold U.S. Multi-Currency Time Deposits. These transactions will be at the quoted foreign exchange rate.

## Settlement

When exchanging U.S. Dollars for deposit into a U.S. Multi-Currency Transaction Account in Canadian Dollars the deposit will be made the same day, if the order placed before 2:00 PM (Eastern Time). If the order is placed after 2:00 PM (Eastern Time) the deposit will not be made until the next business day.

When exchanging U.S. Dollars for deposit into a U.S. Multi-Currency Transaction Account in Euros, British Pounds, Mexican Pesos, Swiss Francs, or Swedish Kronor, the deposit will not be made until the next business day from the date the order is placed, if placed before 2:00 PM (Eastern Time) or two business days after the order is placed if the order is made after 2:00 PM (Eastern Time).

When exchanging U.S. Dollars for deposit into a U.S. Multi-Currency Transaction Account in Japanese Yen, Singapore Dollars, Hong Kong Dollars, Chinese Renminbi, Australian Dollars, New Zealand Dollars, UAE Dirham, Danish, Krone, Norwegian Krone, Hungarian Forint, Israeli, Shekels, Polish Zloty, Romanian Leu, Saudi Arabian Riyal, Turkish Lira, and South African Rand the deposit will not be made until two business days from the date the order is placed, if the order is placed before 2:00 PM (Eastern Time) or three business days if the order is placed after 2:00 PM (Eastern Time).

For purposes of the above, a business day is a weekday that is not a holiday for Citibank in New York, NY, London, England or in the country of the currency into which the U.S. Dollars are being exchanged.

## Fees

Fees, if any, will be charged in accordance with the "Miscellaneous Fees for All Citi Private Bank Accounts" disclosed in the Marketplace Addendum.

## Foreign Exchange Transaction Penalties

If you fail to make a required deposit in U.S. Dollars or a foreign currency in connection with any transaction initiated at your request, then you must pay Citibank, on demand, the costs to Citibank arising from such failure. These costs may include: the cost of obtaining U.S. Dollars or the relevant foreign currency from other sources, the cost of terminating the transaction and any other transaction entered into by Citibank in reliance on your obligation to make the deposit, and Citibank's related administrative costs. Citibank may charge the prevailing borrowing interest rate for the currency determined by Citibank, plus 2%.

## Foreign Exchange Gains and Losses

The value of any one currency fluctuates versus the value of another, and there can be a gain or loss when one currency is exchanged for another. You will benefit from any realized gain in the value of one currency versus another and will sustain any realized loss. Any foreign exchange gain or loss will affect the value of your principal and the interest paid. Citibank does not report foreign exchange gains or losses to the Internal Revenue Service ("IRS"). You are responsible for reporting to the IRS all required information relating to your foreign exchange tax liability.

## Reporting

In your monthly statement, an indicative exchange rate and the U.S. Dollar equivalent amount of the account balance will be displayed for informational purposes only. This U.S. Dollar equivalent amount, however, is not an obligation of Citibank to pay you in U.S. Dollars.

Each January, the total U.S. Dollar value of interest paid on a U.S. Multi-Currency Cash Reserve Account will be reported to the IRS on one or more 1099 forms unless you have provided us a Form W-8BEN, Certificate of Foreign Status of Beneficial Owner for United States Tax Withholding. Copies of the 1099(s) will be provided to you.

## Minimum Opening Deposit

The minimum deposit amount of each U.S. Multi-Currency Time Deposit in the selected currency shall be the equivalent in that currency to U.S. \$50,000. No additional deposits to or withdrawals from the U.S. Multi-Currency Time Deposit are permitted during the term of the U.S. Multi-Currency Time Deposit.

## Rate Information

U.S. Multi-Currency Time Deposits bear interest at a fixed rate until the maturity of the deposit. The size and term of a U.S. Multi-Currency Time Deposit and prevailing market conditions affect its interest rate and Annual Percentage Yield. For up-to date information, please call Customer Service for Citi Private Bank for a current Citi Private Bank deposit interest rates and annual percentage yields disclosure.

## Interest Calculation

Interest is not compounded. Interest will be credited to your account at maturity. Interest will be paid up to, and including, the day the account is closed.

We use the daily balance method to calculate interest on these accounts. This method applies a daily periodic rate to the balance in the account each day. Interest is calculated on a 360-day basis except for British Pounds, for which interest is calculated daily on a 365-day basis.

## When Interest Begins to Accrue

Interest will be paid on check deposits and money transfers in the applicable foreign currency to these accounts beginning on the business day Citibank receives credit for the funds. In the case of a deposit that is effected by means of a foreign currency transaction, interest will be paid beginning on the first business day settlement is completed.

## Early Withdrawal Penalties

The maturity date for your U.S. Multi-Currency Time Deposit is indicated on your Citi Private Bank deposit interest rates and annual percentage yields disclosure and on your account opening confirmation. If you withdraw the U.S. Multi-Currency Time Deposit principal prior to the maturity date, a penalty of (a) \$250 plus any additional costs we may incur or (b) the minimum penalty required by law, whichever is greater, will be imposed. Additional costs would be based on the difference in interest rates between the original deposit rate and the rate we are then offering for U.S. Multi-Currency Time Deposits of the same currency and term, for the remaining term from your early withdrawal date to the maturity date. There is no early withdrawal penalty if the account holder dies or is declared legally incompetent by a court or other administrative body of competent jurisdiction.

## Renewal Policies

At maturity, Citibank will automatically renew your U.S. Multi-Currency Time Deposit, along with any interest earned, into a U.S. Multi-Currency Time Deposit of the same currency for the same term, but at the interest rate and Annual Percentage Yield we are then offering for that term, unless you instruct us otherwise. You will be advised 30 days in advance of the maturity date. There will be no grace period during which funds may be withdrawn without paying an early withdrawal penalty following the maturity of your U.S. Multi-Currency Time Deposit.

## Miscellaneous Fees For All Citi Private Bank Accounts

SERVICE	FEE
Abandoned Property Transfer <sup>1</sup>	\$20.00
American Express® Gift Card <sup>2</sup>	\$3.95
Bond Coupon Redemption (per series)	WAIVED
Checkbook Orders	WAIVED <sup>3</sup>
Citibank® Global Transfer Service <sup>4</sup>	No Transfer Fee
Clerical Research (per hour, one-hour minimum)	\$25.00
Collection of Checks Drawn on Foreign Bank <sup>5</sup>	\$30.00
Collection of Notes and Sight Drafts on Domestic Bank	\$25.00
Consular/Verification Letter	WAIVED
Copy of Cancelled Checks <sup>6</sup>	WAIVED
Counter Checks	WAIVED
Deposited Check Returned Unpaid	WAIVED
Domestic Bank Collections <sup>5</sup>	\$25.00
Expedited Domestic Delivery of Replacement Debit Cards	WAIVED
Foreign Currency Exchange:	
• \$1,000 and over	No Charge
• Under \$1,000	WAIVED
Foreign Exchange Fee <sup>7</sup>	WAIVED
Interim Statement	WAIVED
Legal Process Compliance (levies, attachments, etc.) per defendant	\$125.00
Miscellaneous Copies (IRS Forms 1099, Deposit Ticket, etc.)	WAIVED
Money Order for Customers	WAIVED
Official Check	WAIVED
Overdraft Protection Transfer Fee	WAIVED
Overdrafts and Returned Items <sup>††</sup>	
Overdraft (may be created by check, in-person withdrawal, transfer, draft, ACH transaction or other electronic means or by service charges or fees)	\$34.00
Returned Item (Unpaid)	\$34.00
Quicken (Per Monthly Statement Period)	WAIVED <sup>8</sup>
Safe Deposit Box Annual Rental	See below <sup>9</sup>
Statement Copy (previous month)	WAIVED
Stop Payment Request	WAIVED
Travelers Checks	WAIVED
Wire Transfer:	
• Incoming Domestic and International	WAIVED
• Outgoing Online Domestic	WAIVED
• Outgoing Domestic	WAIVED
• Outgoing Online International	WAIVED
• Outgoing International	WAIVED
• Outgoing International Remittance Wire <sup>10</sup>	WAIVED
Fees and Charges related to specific account types, and specific transactions or activities specified elsewhere are incorporated herein	As specified elsewhere

### Fee waivers may be discontinued at anytime.

†† An Overdraft fee may be assessed when your account is in overdrawn status after transactions post at the end of the day. A Returned Item fee may be assessed when a check or item is returned unpaid due to insufficient/unavailable funds in your account. Overdraft fees and Returned Item fees, in any combination, will not be assessed more than four (4) times per day. An Overdraft fee may also be charged whenever a transaction, including a service fee or charge, is deducted from your account and either causes your account to be overdrawn or increases the amount by which your account is overdrawn. For more information, please refer to the "Insufficient Account Balances" and "Overdrawing Your Account" sections of the Client Manual – Consumer Accounts.

<sup>1</sup> Applies to accounts domiciled in New York.

<sup>2</sup> A daily maximum purchase limit of \$2,500 applies except where \$5,000 daily maximum purchase limit is approved by a Branch Manager or Assistant Branch Manager.

<sup>3</sup> The fee for a standard design checkbook is waived for Citi Private Bank clients. A fee will be charged for non-standard design checkbook order (includes non-standard design, non-standard lettering, non-standard cover and non-standard logos).

<sup>4</sup> For Citibank® Global Transfers made in foreign currency, Citibank's exchange rate includes a commission for the conversion service. For more information, please refer to the "Electronic Banking" section of the Client Manual – Consumer Accounts under "Types of Transactions; Limitations".

<sup>5</sup> Additional fees may apply as a result of fees charged for collection of the item by other institutions.

<sup>6</sup> If you do not receive check images with your statement, you are permitted two (2) free copies of cancelled checks per monthly statement period, then \$5.00 per check thereafter.

<sup>7</sup> Fee applies to transactions made outside the U.S. and Puerto Rico using your Citibank® Banking Card. Transaction amount includes credits and reversals.

<sup>8</sup> Monthly fee of \$9.95 will be waived for all Citi Private Bank clients.

<sup>9</sup> One safe deposit box annual fee waiver of \$125 or less per Citi Private Bank Account Package. Safe deposit boxes valued in excess of \$125 will be discounted by 50% (Fifty Percent). Safe deposit box discounts are subject to availability in the Citibank branches.

<sup>10</sup> For Ecuador and the Dominican Republic, \$5.00 for Account to Account transfers and \$8.00 for Cash Pick-ups.

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# General Information

## Choose an Account Package Right for You

At Citibank, we're committed to giving our customers superior service and value by providing you with solutions designed to meet your individual needs. You can achieve your financial goals and simplify the way you manage your money with our various offerings of account packages. The banking and financial services you need today – and tomorrow – are available to you at any time.

Now, you can keep track of your finances in one place and receive the personalized service and recognition you deserve. This is possible because Citibank account packages can provide you with more rewards when you bank with Citibank and certain of its affiliates. By bringing your deposits, loans, credit cards together with your investments with Citigroup Global Markets Inc. ("CGMI")\*, you can reduce or even eliminate service fees on some account packages. In some cases you may be able to earn better rates on your deposits and gain easier access to your accounts – you may even be able to see certain of your accounts summarized on one statement.

\* Investment products are offered through Citigroup Global Markets Inc. ("CGMI"), member SIPC. Accounts carried by Pershing LLC, member FINRA, NYSE, SIPC. In the United States, insurance products are offered through Citigroup Life Agency LLC ("CLA"). In California, CLA does business as Citigroup Life Insurance Agency, LLC (license number OG56746). CGMI, CLA and Citibank, N.A. are affiliated companies under the common control of Citigroup Inc.

**INVESTMENT AND INSURANCE PRODUCTS:  
• NOT FDIC INSURED • NOT A BANK DEPOSIT • NOT INSURED BY ANY FEDERAL GOVERNMENT AGENCY  
• NO BANK GUARANTEE • MAY LOSE VALUE**

There are several ways to bring your accounts together and each package is tailored with specialized pricing to make the most of your resources. Based on your account balances and monthly transaction activity, one of these packages can provide the right solutions for your particular needs:

- The Citigold® Account
- The Citibank® Account
- Basic Banking
- Citibank® Student Account

Terms, conditions and fees for accounts, products, programs and services are subject to change.

# Information About Account Packages

## THE CITIGOLD® ACCOUNT PACKAGE

### Package Features

Citigold is our premium account package. The Citigold® Account Package allows you to combine your banking, credit, insurance, and investment information in one place. The Citigold® Account Package gives you access to:

- A dedicated team of professionals to help you plan and reach your financial goals;
- Financial planning tools, educational seminars and other resources to help broaden your financial knowledge;
- A wide range of investment products and services from Citigroup Global Markets Inc.\*;
- Risk management and estate planning through long term care and life insurance\*;
- Exclusive benefits, features and services including preferred pricing and fees on various bank and credit products that we offer.

\* Investment products are offered through Citigroup Global Markets Inc. ("CGMI"), member SIPC. Accounts carried by Pershing LLC, member FINRA, NYSE, SIPC. In the United States, insurance products are offered through Citigroup Life Agency LLC ("CLA"). In California, CLA does business as Citigroup Life Insurance Agency, LLC (license number OG56746). CGMI, CLA and Citibank, N.A. are affiliated companies under the common control of Citigroup Inc.

**INVESTMENT AND INSURANCE PRODUCTS:  
• NOT FDIC INSURED • NOT A BANK DEPOSIT • NOT INSURED BY ANY FEDERAL GOVERNMENT AGENCY  
• NO BANK GUARANTEE • MAY LOSE VALUE**

The Citigold® Account Package must contain a Regular Checking or Citigold® Interest Checking account. Only one checking account can be included in any Citigold® Account Package. It may also include Day-to-Day Savings, money market, or certificates of deposit. Upon application and approval, a Checking Plus® (variable rate) credit line for overdraft protection can be linked to the checking account. For additional information about the various accounts in this package, please see the sections of this Marketplace Addendum titled "Information About Specific Accounts".



## Minimum Opening Deposit

There is no minimum opening deposit required to open a Regular Checking or Citigold® Interest Checking account in a Citigold® Account Package. Please refer to the Rate Sheet for information about the minimum opening deposit requirements that may apply to all other accounts that may be included in this account package.

## When Deposits Are Credited to an Account

Deposits received before the end of a Business Day (Refer to the Client Manual – Consumer Accounts for definition of “Business Day”) will be credited to your account that day. However, there may be a delay before these funds are available for your use. See the “Funds Availability at Citibank” section of this Marketplace Addendum for more information.

## COMBINED AVERAGE BALANCES FOR FEES AND CHARGES

### Linked Accounts

The combined average balances in the linked accounts within your Citigold® Account Package for the calendar month prior to the last Business Day of your monthly statement period will be used to determine your combined average balance. Your combined balance range during this period will be used to determine whether or not you will be charged a monthly service fee for the statement period.

Balances in the linked accounts listed below will be included to determine your combined balance range.

Deposits	Retirement Accounts	Loans and Lines of Credit	Investments*	Credit Cards
Checking (Non-Interest Regular Checking or Citigold Interest Checking) Day-to-Day Savings Money Market Accounts Certificates of Deposit	IRAs and Roth IRAs, CGMI IRAs and Roth IRAs, and Keoghs <i>(except Keogh plans with participants other than the account owner and spouse, or partners and their spouses)</i>	Personal Loan Secured Personal Loan Home Equity Line of Credit Home Equity Loan Checking Plus® Checking Plus® (variable rate) Ready Credit® Secured Ready Credit® Preferred Line Preferred Loan Mortgage Custom Credit Line Portfolio Line of Credit*	Investments held in your Linked CGMI Accounts** and annuity positions shown on Linked CGMI Account statements***	Citi® branded credit cards

\* Offered through CGMI.

\*\* Reduced by the amount of any outstanding margin loan balance. Accounts carried and securities-based lending provided by Pershing LLC, member FINRA, NYSE, SIPC

\*\*\* Except tax-qualified annuities which includes annuities that qualify under Sections 401, 403, 408 and 457 of the Internal Revenue Code.

### Linked Loans and Lines of Credit Balances

When considering loan and line of credit balances for combined balance calculations, the outstanding principal balance will be recognized – not the amount of the original loan or the total approved credit line. With your Citibank® MasterCard® and Visa® credit cards, your combined balance will include any current purchases and cash advances as well as any unpaid previous balances. Your combined balances do not include: balances in delinquent accounts; balances that exceed your approved credit limit for any line of credit or credit card; or outstanding balances in any line of credit or credit card account that is no longer open.

The following combined average monthly balance ranges have been established for the Citigold® Account Package. Your combined monthly balance range will be determined by computing an average of your monthly balances for your linked accounts during the prior calendar month.

Monthly service fees are applied only to accounts with a combined average monthly balance range under the specified limits starting two (2) statement cycles after account opening. Service fees assessed will appear as a charge on your next statement.

<b>Combined Average Monthly Balance Range*</b>	<b>Monthly Service Fee</b>	<b>Non-Citibank ATM Fee<sup>†**</sup></b>	<b>Per Check Fee</b>
\$0 - \$49,999.99	\$30.00	None	None
\$50,000 - \$99,999.99 Deposit and Retirement account balances ONLY	None	None	None
\$100,000 or more (Deposit and Retirement accounts, Investments, Credit Cards and Loans/Lines of Credit excluding the 1st mortgage)	None	None	None
\$250,000 or more (All of the above including the 1st mortgage)	None	None	None
All other balance ranges and account combinations	\$30.00	None	None

\* Combined average monthly balances for the calendar month prior to the last Business Day of your monthly statement period will be used to determine fees which will appear as a charge on the statement you receive for the next monthly period.

† Citibank customers can get cash, get information and transfer balances between eligible linked Citibank accounts with no ATM usage fee when you use your Citibank® ATM or Debit Card at ATMs in Citibank branches and Citibank branded ATMs at other locations. Not all ATMs are owned or operated by Citibank. Not all functions are available at all ATMs.

\*\* Fees charged to you by other institutions for your transactions on non-Citibank ATMs are beyond Citibank's control and are in addition to the fees listed here. If you are charged a fee for the use of a Proprietary Citibank ATM, please contact us for a full refund.

## Household Linking

If you have linked your Citigold® Account Package within a household, we will add the average monthly balances for the prior calendar month of the eligible linked accounts in the packages within the household (which includes those accounts in your Citigold® Account Package) to determine the combined average monthly balance range ("combined household balance") for purposes of determining your Citigold® Account Package monthly service fee. For the calendar months where the combined household balance equals or exceeds the Citigold® Account Package requirement for eliminating monthly service fees, you will not be charged a monthly service fee for your Citigold® Account Package in your next monthly statement. For additional information about household linking, please see the section of this Marketplace Addendum titled "Household Linking of Account Packages".

## Fees

Monthly service fees will be determined by the fee schedule applicable to the governing state of the account to be charged. When owed, monthly service fees will be deducted from your checking account and will appear on your next monthly statement. If you do not have a checking account, these fees will be deducted from accounts in the order displayed below, depending on the combination of linked components you have in your Citigold® Account Package:

- Money market account (generally, in the order of first money market account opened); or
- Day-to-Day Savings account (generally, if no money market account, in the order of first opened Day-to-Day Savings account).

## Special Circumstances

If a checking account is converted to another type of checking account during a statement period, the account will earn the rate assigned to the new checking account (if any) during the entire statement period, including the period in which the account was the old checking account. This does not apply when you are changing your account type at the same time as you are changing your account package to or from a Citigold® Account Package. In this case you will receive a final statement detailing your old account activity, including interest earned from your last statement date until your package change date, after which the new account and package type will determine your rate.

## Cancelled Checks

Neither original cancelled checks nor images of checks are included with your statement. Check images can be included upon request. You must speak to a Customer Service Representative in order to sign up for this service. You can view and print copies of checks presented within the past 12 months on [CitibankOnline.com](http://CitibankOnline.com). If you need a copy of a cancelled check you may request a photocopy by calling CitiPhone Banking® at 1-800-627-3999 or stop by your nearest Citibank branch. Please refer to "Other Fees and Charges for All Accounts" in this Addendum for applicable fees.

## Reimbursement of Other Bank ATM Fees

Other banks and ATM service providers may charge you a fee when you conduct a Citibank deposit account transaction using their ATMs. In any statement period, the first six (6) times that you use another bank's ATMs to conduct an ATM withdrawal transaction from your Citibank deposit accounts you may receive reimbursement from Citibank for up to \$5.00 per transaction each statement period, if you meet one of the following criteria:

The governing state of the account in your Citigold® Account Package is Delaware, Massachusetts or Pennsylvania;

Or

Your Citigold® Account Package had a combined balance range of \$500,000 or more for the calendar month prior to the ATM transaction.

When you open a new Citigold® Account Package and your first account statement is issued in the same calendar month that you open your account, the ATM reimbursements for your first statement period will be based upon the balance in your Citigold® Account Package at the start of business on the date of your statement.

We endeavor to identify and waive these ATM fees for international ATM transactions if you meet the above criteria. If you are charged a fee for the use of an ATM overseas, please contact us for a full refund.

# THE CITIBANK® ACCOUNT PACKAGE

## Package Features

The Citibank® Account Package is a full service banking package which links all your eligible accounts together for ultimate control and simplicity. The Citibank® Account Package consists of at least one of these component accounts: Regular Checking or Interest Checking, Day-to-Day Savings, money market, or certificate of deposit. Only one checking account can be included in any Citibank® Account Package. The Citibank® Account Package includes unlimited check writing and ATM transactions with no non-Citibank ATM fee when you meet minimum balance requirements. Upon application and approval, a Checking Plus® (variable rate) credit line for overdraft protection can also be linked to the Citibank® Account Package. For additional information about the various accounts in this package, please see the sections of this Marketplace Addendum titled "Information About Specific Accounts".

## Minimum Opening Deposit

There is no minimum deposit required to open a Regular Checking or Interest Checking account in a Citibank® Account Package. Please refer to the Rate Sheet for information about the minimum opening deposit requirements that may apply to all other accounts that may be included in this account package.

## When Deposits Are Credited to an Account

Deposits received before the end of a Business Day (Refer to the Client Manual – Consumer Accounts for definition of "Business Day") will be credited to your account that day. However, there may be a delay before these funds are available for your use. See the "Funds Availability at Citibank" section of this Marketplace Addendum for more information.

## COMBINED AVERAGE BALANCES FOR FEES AND CHARGES

### Linked Accounts

The combined average monthly balances in the linked accounts within your Citibank® Account Package for the calendar month prior to the last Business Day of your monthly statement period will be used to determine whether or not you will be charged monthly service fees or non-Citibank ATM fees for the statement period. Any fees will appear as a charge on your next monthly statement. With a minimum combined average balance in your Citibank Account Package, your monthly service fees and non-Citibank ATM fees will be waived. It's easy to maintain the minimum combined average monthly balance needed for fee waivers, because all your eligible Citibank linked accounts, including deposits, loans, and credit card balances, as well as investments through Citigroup Global Markets Inc.\* can contribute towards meeting your minimum combined average monthly balance.

\* Investment products are offered through Citigroup Global Markets Inc. ("CGMI"), member SIPC. Accounts carried by Pershing LLC, member FINRA, NYSE, SIPC. In the United States, insurance products are offered through Citigroup Life Agency LLC ("CLA"). In California, CLA does business as Citigroup Life Insurance Agency, LLC (license number OG56746). CGMI, CLA and Citibank, N.A. are affiliated companies under the common control of Citigroup Inc.

**INVESTMENT AND INSURANCE PRODUCTS:  
 • NOT FDIC INSURED • NOT A BANK DEPOSIT • NOT INSURED BY ANY FEDERAL GOVERNMENT AGENCY  
 • NO BANK GUARANTEE • MAY LOSE VALUE**

Balances in the linked accounts listed below will be included to determine your combined balance range.

Deposits	Retirement Accounts	Loans and Lines of Credit	Investments*	Credit Cards
Checking (Non-Interest Regular Checking or Interest Checking) Day-to-Day Savings Money Market Accounts Certificates of Deposit	IRAs and Roth IRAs, CGMI IRAs and Roth IRAs, and Keoghs (except Keogh plans with participants other than the account owner and spouse, or partners and their spouses)	Personal Loan Secured Personal Loan Home Equity Line of Credit Home Equity Loan Checking Plus® Checking Plus® (variable rate) Ready Credit® Secured Ready Credit® Preferred Line Preferred Loan Mortgage Custom Credit Line Portfolio Line of Credit*	Investments held in your Linked CGMI Accounts** and annuity positions shown on Linked CGMI Account statements***	Citi® branded credit cards

\* Offered through CGMI.

\*\* Reduced by the amount of any outstanding margin loan balance. Accounts carried and securities-based lending provided by Pershing LLC, member FINRA, NYSE, SIPC

\*\*\* Except tax-qualified annuities which includes annuities that qualify under Sections 401, 403, 408 and 457 of the Internal Revenue Code.

## Linked Loans and Lines of Credit Balances

When considering loan and line of credit balances for combined balance calculations, the outstanding principal balance will be recognized – not the amount of the original loan or the total approved credit line. With your Citibank® MasterCard® and Visa® credit cards, your combined balance will include any current purchases and cash advances as well as any unpaid previous balances. Your combined balances do not include: balances in delinquent accounts; balances that exceed your approved credit limit for any line of credit or credit card; or outstanding balances in any line of credit or credit card account that is no longer open.

The following combined average monthly balance ranges have been established for the Citibank® Account Package.

Combined Average Monthly Balance Range*	Monthly Service Fee	Non-Citibank ATM Fee <sup>†**</sup>	Per Check Fee
\$0 - \$14,999.99	\$20.00	\$2.50 per withdrawal	None
\$15,000+	None	None	None

\* Combined average monthly balances for the calendar month prior to the last Business Day of your monthly statement period will be used to determine fees which will appear as a charge on the statement you receive for the next monthly period.

† Citibank customers can get cash, get information and transfer balances between eligible linked Citibank accounts with no ATM usage fee when you use your Citibank® ATM or Debit Card at ATMs in Citibank branches and Citibank branded ATMs at other locations. Not all ATMs are owned or operated by Citibank. Not all functions are available at all ATMs.

\*\* Fees charged to you by other institutions for your transactions on non-Citibank ATMs are beyond Citibank's control and are in addition to the fees listed here. If you are charged a fee for the use of a Proprietary Citibank ATM, please contact us for a full refund.

## Household Linking

If you have linked your Citibank® Account Package within a household, we will add the average monthly balances for the prior calendar month of the eligible linked accounts in the packages within the household (which includes those accounts in your Citibank® Account Package) to determine the combined average monthly balance range ("combined household balance") for purposes of determining your Citibank® Account Package monthly service fee. For the calendar months where the combined household balance equals or exceeds the Citibank® Account Package requirement for eliminating monthly service fees, you will not be charged a monthly service fee for your Citibank® Account Package in your next monthly statement. For additional information about household linking, please see the section of this Marketplace Addendum titled "Household Linking of Account Packages".

## Fees

Monthly service fees and non-Citibank ATM fees will be determined by the fee schedule applicable to the governing state of the account to be charged. When owed, monthly service and non-Citibank ATM fees will be deducted from your checking account and will appear on your next monthly statement. If you do not have a checking account, these fees will be deducted from accounts in the order displayed below, depending on the combination of linked components you have in your Citibank® Account Package:

- Money market account (generally, in the order of first money market account opened); or
- Day-to-Day Savings account (generally, if no money market account, in the order of first opened Day-to-Day Savings account).

## Special Circumstances

If a checking account is converted to another type of checking account during a statement period, the account will earn the rate assigned to the new checking account (if any) during the entire statement period, including the period in which the account was the old checking account. This does not apply when you are changing your account type at the same time as you are changing your account package to or from a Citigold® Account Package. In this case you will receive a final statement detailing your old account activity, including interest earned from your last statement date until your package change date, after which the new account and package type will determine your rate.

## Cancelled Checks

Neither original cancelled checks nor images of checks are included with your statement. Check images can be included upon request. You must speak to a Customer Service Representative in order to sign up for this service. You can view and print copies of checks presented within the past 12 months on [CitibankOnline.com](http://CitibankOnline.com). If you need a copy of a cancelled check you may request a photocopy by calling CitiPhone Banking® at 1-800-627-3999 or stop by your nearest Citibank branch. Please refer to "Other Fees and Charges for All Accounts" in this Addendum for applicable fees.

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## BASIC BANKING PACKAGE

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### Package Features

A Basic Banking Package with a checking account is Basic Checking. A Basic Banking Package without a checking account is Basic Savings. The Basic Banking Package can consist of a Basic Checking and/or Basic Savings account which can be linked for pricing and statement purposes. When linked, the Basic Savings account can be selected as the Safety Check Contributing Account for Basic Checking overdraft protection. In addition, or alternatively, upon application and approval, a Checking Plus® (variable rate) credit line can be linked to Basic Checking for overdraft protection. (For more information on these optional services, please refer to the "Overdraft Protection" section of this Marketplace Addendum.) No other products are eligible for this package.

The interest rate, if any, that you earn for any account in a Basic Banking Package will be paid at the lowest tiered rate established for the account regardless of account balance.

### Minimum Opening Deposit

There is no minimum deposit required to open a Basic Checking account in a Basic Banking Package.

There is a \$100 minimum deposit required to open a Basic Savings account in a Basic Banking Package.

### When Deposits Are Credited to an Account

Deposits received before the end of a Business Day (Refer to the Client Manual – Consumer Accounts for definition of "Business Day") will be credited to your account that day. However, there may be a delay before these funds are available for your use.

See the "Funds Availability at Citibank" section of this Marketplace Addendum for more information.

### Household Linking

Balances from accounts in a Basic Banking Package can contribute to the combined product level balances of a household that has another Citibank account package to avoid monthly service fees, except for the Access Account or other Basic Banking Packages. If a Basic Banking Package is linked to a Citibank® Account Package that meets the requirements for eliminating monthly service and non-Citibank ATM fees – or if there is a Citigold® Account Package that is part of the linked household regardless of the balance – there will be no monthly service fee or non-Citibank ATM fee for the Basic Banking Package. For additional information about household linking, please see the section of this Marketplace Addendum titled "Household Linking of Account Packages".

## BASIC CHECKING

Basic Checking is a regular (non-interest bearing) checking account.

The following fees and charges apply to this account package when they are not otherwise waived:

Combined Average Monthly Balance Range	Monthly Service Fee	Non-Citibank ATM Fee <sup>†**</sup>	Per Check Fee
\$0 - \$1,499.99	\$10.00*	\$2.50 per withdrawal	None
\$1,500+	None	\$2.50 per withdrawal	None

\* Basic Checking monthly service fee is waived if the following conditions are met: "**Qualifying Transactions**" listed herein are completed during the statement period:

- One Qualifying Direct Deposit<sup>2</sup> credited to Basic Checking or to a linked Day-to-Day Savings in a Basic Banking Package;

**AND**

- One Qualifying Bill Payment<sup>1</sup> posted to Basic Checking.

**OR**

- The combined average monthly balance in qualifying linked deposit accounts<sup>3</sup> is \$1,500 or more for the calendar month that ends prior to the last Business Day of your monthly statement period.

<sup>1</sup> Qualifying Bill Payments are individual or recurring bill payments made through CitiPhone Banking® (including bill payments made using Citibank's Telephone Automated Bill Payment Service and Staff Assisted Bill Payments), Citibank® Online, CitiBusiness® Online and Citi Mobile<sup>SM</sup>. Qualifying Bill Payments do not include payments made by check or internal transfer payments made to accounts of Citibank or its affiliates.

<sup>2</sup> Qualifying Direct Deposits are Automated Clearing House (ACH) credits, which may include payroll, pension or government payments (such as Social Security) by your employer, or an outside agency.

<sup>3</sup> Deposit balances may consist of funds held in both Basic Checking and a linked Day-to-Day Savings in a Basic Banking Package. The combined average monthly balance of \$1,500 or more applies to all accounts that are open in the month prior to the statement period.

<sup>†</sup> Citibank customers can get cash, get information and transfer balances between eligible linked Citibank accounts with no ATM usage fee when you use your Citibank® ATM or Debit Card at ATMs in Citibank branches and Citibank branded ATMs at other locations. Not all ATMs are owned or operated by Citibank. Not all functions are available at all ATMs.

<sup>\*\*</sup> Fees charged to you by other institutions for transactions on non-Citibank ATMs are beyond Citibank's control and are in addition to the fees listed here. If you are charged a fee for the use of a Proprietary Citibank ATM, please contact us for a full refund.

## Special Circumstances

If a Basic Checking account is converted to another type of checking account during a statement period, the account will earn the rate assigned to the new checking account (if any) during the entire statement period, including the period in which the account was the old checking account. This does not apply when you are changing your account type at the same time as you are changing your account package to or from a Citigold® Account Package. In this case you will receive a final statement detailing your old account activity, including interest earned from your last statement date until your package change date, after which the new account and package type will determine your rate.

## Cancelled Checks

Neither original cancelled checks nor images of checks are included with your statement. You can view and print copies of checks presented within the past 12 months on [CitibankOnline.com](http://CitibankOnline.com). If you need a copy of a cancelled check you may request a photocopy by calling CitiPhone Banking® at 1-800-627-3999 or stop by your nearest Citibank branch. Please refer to "Other Fees and Charges for All Accounts" in this Addendum for applicable fees.

## BASIC SAVINGS

Basic Savings is a Day-to-Day Savings account. The following fees and charges apply to this account package when they are not otherwise waived:

Average Monthly Savings Balance*	Monthly Service Fee**	Non-Citibank ATM Fee***
\$0 - \$499.99	\$4.50	\$2.50 per withdrawal
\$500+	None	\$2.50 per withdrawal

\* When not linked to a Basic Checking account, Basic Savings account balances for the calendar month prior to the end of the monthly statement period will be used to determine your Average Savings Balance and, therefore, your fee, which will appear as a charge on the statement you receive for the next monthly period.

† Citibank customers can get cash, get information and transfer balances between eligible linked Citibank accounts with no ATM usage fee when you use your Citibank® ATM or Debit Card at ATMs in Citibank branches and Citibank branded ATMs at other locations. Not all ATMs are owned or operated by Citibank. Not all functions are available at all ATMs.

\*\* If a Basic Savings account is linked to a Basic Checking account, there is no separate monthly service fee for Basic Savings, regardless of account balance, unless the checking account is closed.

\*\*\* Fees charged to you by other institutions for your transactions on non-Citibank ATMs are beyond Citibank's control and are in addition to the fees listed here. If you are charged a fee for the use of a Proprietary Citibank ATM, please contact us for a full refund.

## Fees

The applicable Basic Banking Package monthly service fee is determined by whether you have a Basic Checking account only, a Basic Savings account only or have linked Basic Checking and Basic Savings accounts in one Basic Banking Package.

For Basic Checking, the monthly service fee of \$10.00 may be waived in any month in which you complete the following Qualifying Transactions during the statement period: one qualifying Direct Deposit credited to Basic Checking or to a linked Day-to-Day Savings in a Basic Banking Package and one Qualifying Bill Payment posted to Basic Checking OR, if you maintain \$1,500 or more in combined average deposit balances for the calendar month that ends prior to the last Business Day of your monthly statement period. (NOTE: The monthly average balance of \$1,500 or more applies to all deposit accounts that are open in the month prior to the statement period.)

For Basic Savings that are not linked to Basic Checking, the \$4.50 monthly service fee can only be waived when the Average Monthly Savings Balance for the calendar month prior to the end of the monthly statement period is at least \$500.00.

When Basic Checking and Basic Savings are linked, the Basic Checking monthly service fee will be charged for both accounts together, subject to being waived for any month in which the Qualifying Transactions specified above are completed during the statement period, or in which the combined average monthly balance in qualifying linked deposit accounts is \$1,500 or more for the calendar month that ends prior to the last Business Day of your monthly statement period. There is no separate Basic Savings monthly service fee for Day-to-Day Savings when it is linked to a Basic Checking account in a Basic Banking Package.

Monthly service and non-Citibank ATM fees will be determined by the fee schedule applicable to the governing state of the account to be charged. When owed, monthly service and non-Citibank ATM fees will be deducted from your Basic Checking account and will appear on your next monthly statement. If you do not have a Basic Checking account, the applicable fees will be deducted from the savings account in your Basic Banking Package.

Monthly service and non-Citibank ATM fees will be waived for a Basic Banking Package if our records show that the first-listed account owner is age 62 or older.

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## CITIBANK® STUDENT ACCOUNT PACKAGE

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### Package Features

The Citibank® Student Account Package is designed for students enrolled in an accredited U.S. undergraduate or graduate degree granting institution. The Citibank® Student Account Package consists of at least one of these component accounts: Regular Checking, Day-to-Day Savings, money market, or certificate of deposit. There is no monthly service fee or non-Citibank ATM fee as long as the student is enrolled in an accredited U.S. undergraduate or graduate degree granting institution. Upon application and approval, a Checking Plus® (variable rate) credit line for overdraft protection can be linked to the checking account. For additional information about the various accounts in this package, please see the sections of this Marketplace Addendum titled “Information About Specific Accounts”.

After the earlier of the expected date of the student’s graduation which you will provide to us at account opening or the date when the student is no longer enrolled in an eligible undergraduate or graduate degree granting institution, this package will be converted to a different Citibank banking package and your accounts will be subject to the terms and conditions then in effect for that package. We will contact you prior to account conversion and send you complete information about the banking package to which your account will be converted.

### Minimum Opening Deposit

There is no minimum deposit required to open a Regular Checking account in the Citibank® Student Account Package. Please refer to the Rate Sheet for information about the minimum opening deposit requirements that may apply to all other accounts that may be included in this account package.

### When Deposits Are Credited to an Account

Deposits received before the end of a Business Day (Refer to the Client Manual – Consumer Accounts for definition of “Business Day”) will be credited to your account that day. However, there may be a delay before these funds are available for your use.

See the “Funds Availability at Citibank” section of this Marketplace Addendum for more information.

### Household Linking

Balances from accounts in a Citibank® Student Account Package can contribute to the combined balances of a household that has another Citibank account package to avoid monthly service fees, except for a Basic Banking Package or an Access Account Package. For additional information about household linking, please see the section of this Marketplace Addendum titled “Household Linking of Account Packages”.

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### Citibank® Student Account Package Fees

Monthly Service Fee	Non-Citibank ATM Fee <sup>†*</sup>	Per Check Fee
None	None	None

<sup>†</sup> Citibank customers can get cash, get information and transfer balances between eligible linked Citibank accounts with no ATM usage fee when you use your Citibank® ATM or Debit Card at ATMs in Citibank branches and Citibank branded ATMs at other locations. Not all ATMs are owned or operated by Citibank. Not all functions are available at all ATMs.

<sup>\*</sup> Fees charged to you by other institutions for your transactions on non-Citibank ATMs are beyond Citibank’s control and are in addition to the fees listed here. If you are charged a fee for the use of a Proprietary Citibank ATM, please contact us for a full refund.

### Special Circumstances

If a Regular Checking account is converted to another type of checking account during a statement period, the account will earn the rate assigned to the new checking account (if any) during the entire statement period, including the period in which the account was the old checking account. This does not apply when you are changing your account type at the same time as you are changing your account package to or from a Citigold® Account Package. In this case you will receive a final statement detailing your old account activity, including interest earned from your last statement date until your package change date, after which the new account and package type will determine your rate.

### Cancelled Checks

Neither original cancelled checks nor images of checks are included with your statement. You can view and print copies of checks presented within the past 12 months on [CitibankOnline.com](http://CitibankOnline.com). If you need a copy of a cancelled check you may request a photocopy by calling CitiPhone Banking® at 1-800-627-3999 or stop by your nearest Citibank branch. Please refer to “Other Fees and Charges for All Accounts” in this Addendum for applicable fees.

The following package is available only to customers who opened a Citibank® EZ Checking Package on or before October 23, 2010.

## CITIBANK® EZ CHECKING PACKAGE

### Package Features

The Citibank® EZ Checking Package consists of at least one of these component accounts: Regular Checking, Day-to-Day Savings, money market, or certificate of deposit. Only one checking account can be included in any Citibank® EZ Checking Package. Balances from all eligible linked deposit accounts will count toward meeting average monthly balance requirements. Upon application and approval, a Checking Plus® (variable rate) credit line for overdraft protection can be linked to the checking account. For additional information about the various accounts in this package, please see the sections of this Marketplace Addendum titled "Information About Specific Accounts".

### Minimum Opening Deposit

There is a \$100 minimum deposit required to open a Regular Checking account in a Citibank® EZ Checking Package. Please refer to the Rate Sheet for information about the minimum opening deposit requirements that may apply to all other accounts that may be included in this account package.

### When Deposits Are Credited to an Account

Deposits received before the end of a Business Day (Refer to the Client Manual – Consumer Accounts for definition of "Business Day") will be credited to your account that day. However, there may be a delay before these funds are available for your use. See the "Funds Availability at Citibank" section of this Marketplace Addendum for more information.

## COMBINED AVERAGE BALANCES FOR FEES AND CHARGES

### Linked Accounts

The combined average monthly balances in the linked accounts within your Citibank® EZ Checking Package for the calendar month prior to the last Business Day of your monthly statement period will be used to determine whether or not you will be charged monthly service fees for the statement period. Fees will appear as a charge on your next statement. With a minimum combined average balance in your Citibank® EZ Checking Package, your monthly service fees will be waived.

Balances in the linked accounts listed below will be included to determine your combined average balance.

Deposits	
Regular Checking Day-to-Day Savings	Money Market Accounts Certificates of Deposit

Combined Average Monthly Balance Range*	Monthly Service Fee**	Non-Citibank ATM Fee†***	Per Check Fee
\$0 - \$5,999.99	\$15.00	\$2.50 per withdrawal	None
6,000+	None	\$2.50 per withdrawal	None

\* Average monthly balance or combined average monthly balances for the calendar month prior to the last Business Day of your monthly statement period will be used to determine fees which will appear as a charge on the statement you receive for the next monthly period.

† Citibank customers can get cash, get information and transfer balances between eligible linked Citibank accounts with no ATM usage fee when you use your Citibank® ATM or Debit Card at ATMs in Citibank branches and Citibank branded ATMs at other locations. Not all ATMs are owned or operated by Citibank. Not all functions are available at all ATMs.

\*\* If the governing state of your account is California, Florida, Illinois, Nevada, Maryland, South Dakota, Virginia or the District of Columbia and your account is charged a monthly service fee, you can receive a \$1.00 rebate off that fee if during the statement period there is an automatic deduction by a third party that you have authorized.

\*\*\* Fees charged to you by other institutions for your transactions on non-Citibank ATMs are beyond Citibank's control and are in addition to the fees listed here. If you are charged a fee for the use of a Proprietary Citibank ATM, please contact us for a full refund.

### Household Linking

If you have linked your Citibank® EZ Checking Package within a household, we will add the average monthly balances for the prior calendar month of the eligible linked accounts in the packages within the household (which includes those accounts in your Citibank® EZ Checking Package) to determine the combined average monthly balance range ("combined household balance") for purposes of determining your Citibank® EZ Checking Package monthly service fee. For the calendar months where the combined household balance equals or exceeds the Citibank® EZ Checking Package requirement for eliminating monthly service fees, you will not be charged a monthly service fee for your Citibank® EZ Checking Package in your next monthly statement. For additional information about household linking, please see the section of this Marketplace Addendum titled "Household Linking of Account Packages".



## Fees

Monthly service fees, rebates and non-Citibank ATM fees will be determined by the fee schedule applicable to the governing state of the account to be charged. When owed, monthly service and non-Citibank ATM fees will be deducted from your Regular Checking account and will appear on your next monthly statement. If you do not have a Regular Checking account, these fees will be deducted from accounts in the order displayed below, depending on the combination of linked components you have in your Citibank® EZ Checking Package:

- Money market account (generally, in the order of first money market account opened); or
- Day-to-Day Savings account (generally, if no money market account, in the order of first opened Day-to-Day Savings account).

## Special Circumstances

If a Regular Checking account is converted to another type of checking account during a statement period, the account will earn the rate assigned to the new checking account (if any) during the entire statement period, including the period in which the account was the old checking account. This does not apply when you are changing your account type at the same time as you are changing your account package to or from a Citigold® Account Package. In this case you will receive a final statement detailing your old account activity, including interest earned from your last statement date until your package change date, after which the new account and package type will determine your rate.

## Cancelled Checks

Neither original cancelled checks nor images of checks are included with your statement. You can view and print copies of checks presented within the past 12 months on [CitibankOnline.com](http://CitibankOnline.com). If you need a copy of a cancelled check you may request a photocopy by calling CitiPhone Banking® at 1-800-627-3999 or stop by your nearest Citibank branch. Please refer to “Other Fees and Charges for All Accounts” in this Addendum for applicable fees.

## Rate Calculations for Money Market Accounts

The interest that you earn on your money market account that is linked within a Citibank® EZ Checking Package will be paid at the lowest tiered rate established for the money market account, regardless of the balance in your money market account.

The following package is available only to customers who opened an Access Account Package on or before July 1, 2009.

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## ACCESS ACCOUNT PACKAGE

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### Package Features

The Access Account Package contains a Regular Checking account that does not offer a check writing feature and is designed as a standalone account package. With one low monthly fee you can utilize the benefits of a Regular Checking account, such as electronic bill payment, Citibank® Banking Card and Citibank® Global Transfer Service. Upon application and approval, a Checking Plus® (variable rate) credit line for overdraft protection can be linked to your checking account package.

### Minimum Opening Deposit

There is a \$50 minimum deposit required to open a Regular Checking account in the Access Account Package.

### When Deposits Are Credited to an Account

Deposits received before the end of a Business Day (Refer to the Client Manual – Consumer Accounts for definition of “Business Day”) will be credited to your account that day. However, there may be a delay before these funds are available for your use.

See the “Funds Availability at Citibank” section of this Marketplace Addendum for more information.

### Household Linking

The Access Account Package is a standalone package. Balances from other packages in the household are not used to offset monthly fees. Balances from accounts in an Access Account Package can contribute to the combined average monthly balances of a household that has another Citibank account package to avoid monthly service fees in that package, except for a Basic Banking or Access Account Package. For additional information about household linking, please see the section of this Marketplace Addendum titled “Household Linking of Account Packages”.

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### Access Account Fees

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#### Monthly Service Fee

\$10.00

#### Non-Citibank ATM Fee<sup>†\*</sup>

\$2.50 per withdrawal

<sup>†</sup> Citibank customers can get cash, get information and transfer balances between eligible linked Citibank accounts with no ATM usage fee when you use your Citibank® ATM or Debit Card at ATMs in Citibank branches and Citibank branded ATMs at other locations. Not all ATMs are owned or operated by Citibank. Not all functions are available at all ATMs.

<sup>\*</sup> Fees charged to you by other institutions for your transactions on non-Citibank ATMs are beyond Citibank’s control and are in addition to the fees listed here. If you are charged a fee for the use of a Proprietary Citibank ATM, please contact us for a full refund.

## Fees

Monthly service and non-Citibank ATM fees will be determined by the fee schedule applicable to the governing state of the account to be charged. When owed, monthly service and non-Citibank ATM fees will be deducted from your checking account and will appear on your next monthly statement.

## Special Circumstances

If a Regular Checking account is converted to another type of checking account during a statement period, the account will earn the rate assigned to the new checking account (if any) during the entire statement period, including the period in which the account was the old checking account. This does not apply when you are changing your account type at the same time as you are changing your account package to or from a Citigold® Account Package. In this case you will receive a final statement detailing your old account activity, including interest earned from your last statement date until your package change date, after which the new account and package type will determine your rate.

# Information About Specific Accounts

This section of the Addendum describes the features of the following accounts that are available:

- Regular Checking
- Interest Checking
- Citigold® Interest Checking
- Day-to-Day Savings
- Citibank® Savings Plus Account
- Certificates of Deposit

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## REGULAR CHECKING

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### Account Features

Regular Checking is a non-interest bearing account available in all account packages.

### Minimum Opening Deposit

The minimum opening deposit requirement for Regular Checking varies by account package type. See the applicable account package for details.

### Fees

There is no separate monthly service fee for a Regular Checking account. When a Regular Checking account is opened, it must be in a package and is subject to the applicable monthly service and non-Citibank ATM fees of the applicable account package as disclosed in the "Information About Account Packages" section of this Addendum.

### Special Circumstances

If a Regular Checking account is converted to another type of checking account during a statement period, the account will earn the rate assigned to the new checking account (if any) during the entire statement period, including the period in which the account was the old checking account. This does not apply when you are changing your account type at the same time as you are changing your account package to or from a Citigold® Account Package. In this case you will receive a final statement detailing your old account activity, including interest earned from your last statement date, after which the new account and package type will determine your rate.

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## INTEREST CHECKING

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### Account Features

Interest Checking is an interest bearing account available in the Citibank® Account Package.

### Minimum Opening Deposit

There is no minimum deposit required to open an Interest Checking account.

### Interest Rates

The interest rates for Interest Checking are variable, determined by Citibank at its sole discretion and can change at any time. For current interest rates and Annual Percentage Yields, please visit [Citibank.com](http://Citibank.com), call CitiPhone Banking® at 1-800-627-3999 or stop by your nearest Citibank branch.

### When Interest Begins To Accrue

Money deposited to this account at a teller or a Proprietary Citibank ATM before the end of any Business Day (or earlier posted time) begins to earn interest on the day you make the deposit; funds deposited at a Proprietary Citibank ATM after the end of a Business Day (or earlier posted time) or on a non-Business Day earn interest from the next Business Day. (Please see the Client Manual – Consumer Accounts for definition of “Business Day”.)

### Interest Calculation Method and Rate Information

We use the average daily balance method to calculate the interest on Interest Checking accounts. This method applies a periodic rate to the average daily balance for the applicable monthly period. The average daily balance is calculated by adding the principal balance in the account for each day of the applicable monthly period and dividing that figure by the number of days in the period. The rate used to calculate interest for the period is the average of the daily periodic rates in effect during the period.

The principal in the account is reduced based upon the transaction date when a withdrawal or other debit transaction occurs, which is not always the same as the posting date. The principal balance on which interest is calculated may not be the same as that appearing on your periodic statement if there have been intervening transactions.

### Special Circumstances

If an Interest Checking account is converted to another type of checking account during a statement period, the account will earn the rate assigned to the new checking account (if any) during the entire statement period, including the period in which the account was the old checking account. This does not apply when you are changing your account type at the same time as you are changing your account package to or from a Citigold® Account Package. In this case you will receive a final statement detailing your old account activity, including interest earned from your last statement date, after which the new account and package type will determine your rate.

### Interest Compounding and Crediting

Interest is compounded daily for the actual number of days your money is on deposit and is credited to your account monthly. Interest is computed using a 365-day year except in leap years when interest may be computed on a 366-day basis.

### Interest Adjustments

An interest adjustment for a transaction occurring during a statement period may be reflected on your statement in the next statement period rather than in the statement period in which it occurs.

### Interest on Closed Accounts

No interest is paid on the account for the monthly period in which the account is closed.

### Fees

There is no separate monthly service fee for an Interest Checking account. When an Interest Checking account is opened, it must be in a package and is subject to the applicable monthly service and non-Citibank ATM fees of the applicable account package as disclosed in the “Information About Account Packages” section of this Addendum.

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# CITIGOLD® INTEREST CHECKING

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## Account Features

Citigold® Interest Checking is an interest bearing account only available in the Citigold® Account Package.

## Minimum Opening Deposit

There is no minimum deposit required to open a Citigold® Interest Checking account.

## Interest Rates

The interest rates for the Citigold® Interest Checking account are variable, determined by Citibank at its sole discretion and can change at any time. For current interest rates and Annual Percentage Yields, please visit [Citibank.com](http://Citibank.com), call CitiPhone Banking® at 1-800-627-3999 or stop by your nearest Citibank branch.

## When Interest Begins To Accrue

Money deposited to this account at a teller or a Proprietary Citibank ATM before the end of any Business Day (or earlier posted time) begins to earn interest on the day you make the deposit; funds deposited at a Proprietary Citibank ATM after the end of a Business Day (or earlier posted time) or on a non-Business Day earn interest from the next Business Day. (Please see the Client Manual – Consumer Accounts for definition of “Business Day”.)

## Interest Calculation Method and Rate Information

We use the average daily balance method to calculate the interest on Citigold® Interest Checking accounts. The average daily balance method applies a daily periodic rate to the average daily balance for the statement period. The average daily balance for the statement period is calculated by adding the principal balance in the account for each day during the statement period and dividing that figure by the number of days during the period that your account was open. The average daily balance is not used for the calculation of the interest rate paid on the account.

The rate used to calculate interest for the statement period is the average of the daily periodic rates in effect during the statement period. The rates paid on the account are tiered so that amounts in higher balance levels in the account may earn a different rate. When the balance exceeds the upper limit of a tier only the incremental amount in the higher tier will receive the rate paid for the higher balance range. This can result in your account earning a daily periodic rate that is a weighted average of the rates paid for the balances in each of the applicable tiers.

The daily periodic rate used in the interest calculation is determined by the average daily balance for interest calculation which is different than the average daily balance for the statement period because it is based upon the period that starts the Business Day before the first day of the statement period and ends the Business Day before the last day of the statement period. We will add the principal in the account for each day during this period and then divide that figure by the number of days during this period that your account was open to determine the average daily balance for interest rate calculation.

The following tiers have been established for interest rates for Citigold® Interest Checking. The same rate may be assigned to more than one tier.

Average Daily Balance Tiers for Interest Rate Calculation
\$0 - \$24,999.99
\$25,000 - \$49,999.99
\$50,000+

The principal in the account is reduced based upon the transaction date when a withdrawal or other debit transaction occurs, which is not always the same as the posting date. The principal balance on which interest is calculated may not be the same as that appearing on your periodic statement if there have been intervening transactions.

## Special Circumstances

If a Citigold® Interest Checking account is converted to another type of checking account during a statement period, the account will earn the rate assigned to the new checking account (if any) during the entire statement period, including the period in which the account was the old checking account. This does not apply when you are changing your account type at the same time as you are changing your account package to or from a Citigold® Account Package. In this case you will receive a final statement detailing your old account activity, including interest earned from your last statement date, after which the new account and package type will determine your rate.

## Interest Compounding and Crediting

Interest is compounded daily for the actual number of days your money is on deposit and is credited to your account monthly. Interest is computed using a 365-day year except in leap years when interest may be computed on a 366-day basis.

## Interest Adjustments

An interest adjustment for a transaction occurring during a statement period may be reflected on your statement in the next statement period rather than in the statement period in which it occurs.

## Interest on Closed Accounts

No interest is paid on the account for the monthly period in which the account is closed.

## Fees

There is no separate monthly service fee for a Citigold® Interest Checking account. When a Citigold® Interest Checking account is opened, it must be in a Citigold® Account Package and is subject to the applicable monthly service fees for that account package as disclosed in the "Information About Account Packages" section of this Addendum.

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## DAY-TO-DAY SAVINGS

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### Account Features

Day-to-Day Savings is a statement savings account that can be linked to most Citibank account packages. With your Citibank® Banking Card you can make deposits, transfer funds and make withdrawals conveniently at a Proprietary Citibank ATM, over the phone or through Citibank® Online or Citi Mobile<sup>SM</sup>. Your activity will be summarized in a periodic statement.

### Minimum Opening Deposit

There is a \$100 minimum deposit required to open a Day-to-Day Savings account. We reserve the right to close the account if the account balance falls below the minimum balance.

### Interest Rates

The interest rates for the Day-to-Day Savings account are variable, determined by Citibank at its sole discretion and can change at any time. For current interest rates and Annual Percentage Yields, please visit [Citibank.com](http://Citibank.com), call CitiPhone Banking® at 1-800-627-3999 or stop by your nearest Citibank branch.

### Fees

Monthly service fees for a Day-to-Day Savings account are based on the linked banking package that contains the Day-to-Day Savings account.

Uniform Transfers to Minors Accounts (UTMA) will not be charged a monthly service fee for Day-to-Day Savings accounts when the beneficiary is younger than 18 years of age and the UTMA is the sole account in a Basic Banking Package or a Citibank® Account Package. An UTMA with a beneficiary 18 years of age or older, or in any other account or package type regardless of age, will be subject to the terms and conditions of their package including fees and minimum balance requirements for fee waivers.

### Interest Calculation Method

We use the daily balance method to calculate the interest on Day-to-Day Savings accounts. This method applies a daily periodic rate to the principal in the account each day. The principal in the account is reduced based upon the transaction date when a withdrawal or other debit transaction occurs, which is not always the same as the posting date. The principal balance on which interest is calculated may not be the same as that appearing on your periodic statement if there have been intervening transactions.

Please refer to the rate sheet for additional rate information.

### When Interest Begins To Accrue

Money deposited to this account before the end of any Business Day (or earlier posted time) begins to earn interest on the day you make the deposit; funds deposited at a Proprietary Citibank ATM after the end of a Business Day (or earlier posted time) or on a non-Business Day earn interest from the next Business Day. (Please see the Client Manual – Consumer Accounts for definition of "Business Day".)

### Interest Compounding and Crediting

Interest is compounded daily for the actual number of days your money is on deposit and is credited to your account monthly. Interest is computed using a 365-day year except in leap years when interest may be computed on a 366-day basis.

### Interest Adjustments

An interest adjustment for a transaction occurring during a statement period may be reflected on your statement in the next statement period rather than in the statement period in which it occurs.

### Interest on Closed Accounts

No interest is paid on the account for the monthly period in which the account is closed.

### Transfer Limitations

The "Limits on Transfers" section of the Client Manual – Consumer Accounts applies to the Day-to-Day Savings account.

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## CITIBANK® SAVINGS PLUS ACCOUNT

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### Account Features

Your Citibank® Savings Plus Account is a money market account that gives you the ability to earn short-term market rates in an FDIC-insured account. It also provides the convenience of account access through check-writing, ATMs, Citibank® Online, Citi Mobile<sup>SM</sup> or through CitiPhone Banking®, our automated telephone service. The Citibank® Savings Plus Account can be opened in or linked to any account package except the Basic Banking Package or Access Account Package.

### Minimum Opening Deposit

There is a minimum opening deposit of \$100 required to open the Citibank® Savings Plus Account. We reserve the right to close the account if the account balance falls below the minimum balance.

### Interest Rates

The interest rates for the Citibank® Savings Plus Account are variable, determined by Citibank at its sole discretion and can change at any time. For current interest rates and Annual Percentage Yields, please visit [Citibank.com](http://Citibank.com), call CitiPhone Banking® at 1-800-627-3999 or stop by your nearest Citibank branch.

### When Interest Begins To Accrue

Non-Cash items, such as checks, deposited to a money market account begin to earn interest on the date Citibank receives credit for the funds. This date will be no later than the second Business Day after the Business Day the check deposit is received. A cash deposit begins to earn interest on the Business Day the cash deposit is received. (Please see the Client Manual – Consumer Accounts for definition of “Business Day”.)

### Fees

There is no separate monthly service fee for the Citibank® Savings Plus Account. When a Citibank® Savings Plus Account is opened, it must be in a package and is subject to the applicable monthly service and non-Citibank ATM fees of the applicable account package as disclosed in the “Information About Account Packages” section of this Addendum.

### Interest Calculation Method and Rate Information

We use the average daily balance method to calculate the interest on Citibank® Savings Plus accounts. The average daily balance method applies a periodic rate to the average daily balance for the monthly period. The average daily balance is calculated by adding the principal balance in the account for each day of the applicable monthly period and dividing that figure by the number of days in the period.

The average daily balance in your Citibank® Savings Plus Account for the calendar month prior to the end of the statement period determines the applicable tier for the statement period. However, for Citibank® Savings Plus Accounts linked to a Citibank® EZ Checking Package, the interest rate you earn will always be paid at the lowest tiered rate established for the account regardless of account balance.

Account Balance Ranges for Rate Calculations
\$0 - \$9,999.99
\$10,000 - \$24,999.99
\$25,000 - \$49,999.99
\$50,000 - \$99,999.99
\$100,000 - \$499,999.99
\$500,000 - \$999,999.99
\$1,000,000+

The same rate may be assigned to more than one balance range. We may offer different rates for the Citibank® Savings Plus Account depending upon which Citibank account package contains the account and if that account package contains a linked checking account. Please refer to the rate sheet for additional rate information.

The principal in the account is reduced based upon the transaction date when a withdrawal or other debit transaction occurs, which is not always the same as the posting date. The principal balance on which interest is calculated may not be the same as that appearing on your periodic statement if there have been intervening transactions.

## Special Circumstances

If you open a new Citibank® Savings Plus Account in a Citibank® Savings Plus Account Eligible Package, other than a Citibank® EZ Checking Package, and your first account statement is issued in the same calendar month that you open your account, the daily periodic rate used in the computation of interest is determined by the average daily balance for interest calculation. It is different than the average daily balance for the statement period because it is based upon the period that starts the first day that the account is opened and ends the Business Day before the last day of the statement period. We will add the principal in the account for each day during this period and then divide that figure by the number of days during this period that your account was open to determine the average daily balance for interest rate calculation.

If a Citibank® Savings Plus Account is converted to another type of money market account during a statement period, the account will earn the rate assigned to the new money market account during the entire statement period, including the period in which the account was the old money market account. This does not apply when you are changing your account type at the same time as you are changing your account package to or from a Citigold® Account Package. In this case, you will receive a final statement detailing your old account activity, including interest earned from your last statement date until your package change date, after which the new account and package type will determine your rate.

For a Citibank® Savings Plus Account that is linked to a Citibank® EZ Checking Package, interest will be paid at the lowest tiered rate established for the account, regardless of the balance in your Citibank® Savings Plus Account.

## Interest Compounding and Crediting

Interest is compounded daily for the actual number of days your money is on deposit and is credited to your account monthly. Interest is computed using a 365-day year except in leap years when interest may be computed on a 366-day basis.

## Interest Adjustments

An interest adjustment for a transaction occurring during a statement period may be reflected on your statement in the next statement period rather than in the statement period in which it occurs.

## Linking

The balances in other Citibank accounts that are linked to the Citibank® Savings Plus Account will not be included in the average balance calculation for the Citibank® Savings Plus Account. The balance in the Citibank® Savings Plus Account may be linked to contribute to the minimum balance requirements of eligible Citibank account packages.

## Interest on Closed Accounts

If the account is closed before the end of the monthly statement period, interest will be paid for the number of days the account was open during the period in accordance with the following terms:

- If the account was open for more than a full monthly statement period, interest will be paid at the rate paid on the account for the prior monthly statement period;
- If the account was not open for a full monthly statement period, interest will be paid at the lowest rate paid on the account in any Citibank account package that was in effect on the day the account was opened, regardless of the balance in the account or the account package containing your account.

## Transfer Limitations

The "Limits on Transfers" section of the Client Manual – Consumer Accounts applies to the Citibank® Savings Plus Account.

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# CERTIFICATES OF DEPOSIT

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## Account Features

Citibank offers a variety of Certificates of Deposit (CDs):

- 3-, 4-, 5-, 6-, 7-, 8-, 9-, and 10-Month CDs with monthly interest or interest at maturity.
- 1-Year CD with monthly interest or interest at maturity
- 13-, 18-, and 30-Month CDs, and 2-Year, 3-Year, 4-Year, and 5-Year CDs with monthly interest.

All our certificates are time deposits. With a time deposit, you agree to leave your funds in the account for a specific period, called the term. The last day of the term is called the maturity date. The maturity date is the first day on which you may withdraw funds without paying an early withdrawal penalty, explained below.

## Minimum Opening Deposit

Connecticut, Delaware, Illinois, Massachusetts, New Jersey, New York, Pennsylvania, South Dakota and Texas	\$500
California and Nevada	\$1,000
Florida, Maryland, Virginia and District of Columbia	\$2,500

No additional deposits are permitted during the term of the account. We reserve the right to close the account if the account balance falls below the minimum balance.

## Rate Information

The interest rate and Annual Percentage Yield (APY) for all new and renewing CDs are fixed for the term of the CD. For a new CD, the interest rate and APY are based on the balance you deposit into the CD as disclosed on the applicable rate sheet delivered when your CD is opened.

CD Balance Ranges for Rate Calculations
\$0 - \$9,999.99
\$10,000 - \$24,999.99
\$25,000 - \$49,999.99
\$50,000 - \$99,999.99
\$100,000 - \$499,999.99
\$500,000 - \$999,999.99
\$1,000,000+

The same rate may be assigned to more than one balance range. We may offer different rates for CDs depending upon which Citibank account package contains the CD and whether that Citibank account package contains a linked checking account on the day the CD is funded. Please see the applicable rate sheet for details.

For a renewing CD, the interest rate and APY will be those in effect on the date of CD renewal. Your interest rate and APY will be based on a number of factors related to your CD's status on the close of business on the last day of the 7-day grace period, including: the balance in your CD account; the Citibank account package that contains the CD account; and whether the Citibank account package contains a checking account.

If you change the term of the CD during the grace period, the rate for the renewal term will be determined based on the rate sheet in effect on the date of CD renewal.

## Interest Rate Determination

We use the daily balance method to calculate the interest on CDs. This method applies a daily periodic rate to the balance in the account each day.

## When Interest Begins To Accrue

For a new CD, the opening deposit – whether a non-cash item, such as a check, or a cash deposit – begins to earn interest as of the Business Day the account is opened. For a renewing CD, non-cash items and cash deposits begin to earn interest on the Business Day the deposit is received. (Please see the Client Manual – Consumer Accounts for definition of “Business Day”.)

## Interest Compounding and Crediting

Interest is compounded daily starting on the Business Day when the account is opened, and is credited to your account monthly (except on CDs with the interest at maturity feature, where interest is credited to the account on the maturity date). Interest is computed using a 365-day year except in leap years when interest may be computed on a 366-day basis. Interest is credited to your account after the close of business on the last day of the month for all CDs. You may also choose a CD of one year or less that pays interest at maturity instead of monthly. Since some months are slightly longer than others, the amount of interest you earn may vary slightly from one month to another. Interest is paid up to but not including the maturity date. If you open your CD, or if your CD renews, during the last week of any month, interest from the date opened/renewed to the end of the month may be included in the interest payment for the first full month after the CD is opened or renewed.



## Early Withdrawal Penalties

When you open a Certificate of Deposit, you agree to keep the principal on deposit with us for the term you have selected. We will impose a substantial penalty if you withdraw any principal before the maturity date. It may be necessary to deduct all or a portion of the penalty from the principal amount of the deposit.

The early withdrawal penalty based on the term of the CD will be assessed according to the chart below:

<b>CD Term</b>	<b>Penalty</b>
1 year or less	90 days simple interest
More than 1 year	180 days simple interest

Early withdrawal penalties are calculated on the amount of the principal withdrawn. There is no early withdrawal penalty if the account owner dies or is declared legally incompetent.

## Automatic Renewal and Grace Period

All CDs renew automatically at maturity for the same term unless we receive other instructions. The renewal CD will be for the same term, but at the interest rate currently being offered. There is a 7-calendar day grace period after the maturity date, during which additional funds can be deposited and funds can be withdrawn without paying an early withdrawal penalty.

## Interest Withdrawal

You may withdraw interest from your Certificate of Deposit at any time during the term after it has been credited without an early withdrawal penalty. You may request to have credited interest deposited to another account you have with us or sent to you in the form of a check. If your account renews automatically, after the grace period your interest will be added to your principal balance and will no longer be available for withdrawal without penalty.

The Annual Percentage Yield on your account assumes interest will remain on deposit until maturity. A withdrawal will reduce earnings.

## Fees

There is no separate monthly service fee for a Certificate of Deposit.

## Linking

The balances in other Citibank accounts that are linked to the account will not be included in the balance calculation for rate determination of your Certificate of Deposit account. The balances in your Certificate of Deposit account may contribute to the balances of eligible Citibank account packages for the purposes of package fee determination.

# Investment Account Linking

The section deals with your ability to link certain investment accounts available through Citigroup Global Markets Inc., our affiliate, to certain account packages.

## Linking Your Account to a Citigroup Global Markets Inc. Investment Account

You can open a Citigroup Global Markets Inc. investment account and link that account to your Citibank® Student Account Package, Citibank® Account Package, your Citigold® Account Package or your Citi Private Bank Interest Checking Account, provided that the account titles are identical.

Linking your Citibank® Account Package, Citibank® Student Account Package, Citigold® Account Package or your Citi Private Bank Interest Checking Account to a Citigroup Global Markets Inc. Account ("Linked Investment Account") has many advantages, such as being able to view the balances in your Linked Investment Account using Citibank® Online or Citi Mobile<sup>SM</sup>, and at ATMs located in Citibank branches. In addition, eligible balances in your Linked Investment Account are currently counted toward relationship pricing of your Citibank® Account Package, Citigold® Account Package or your Citi Private Bank Interest Checking Account.

Only investment account summary balances for Citigroup Global Markets Inc. investment accounts through Citi Personal Wealth Management or Citi Private Bank will be displayed on statements for Citigold® Account Package.

For information about linking a Citigroup Global Markets Inc. investment account to a checking or money market account in any account package for transfer purposes, please see the "Transfers" sub-section in the "Types of Transactions; Limitations" section of the "Electronic Banking" section of the Client Manual – Consumer Accounts.

# Household Linking Of Account Packages

This section explains certain features of linking account packages within a household. When you link together eligible account packages of two or more members of a household, the combined balances of the accounts in those account packages can provide each household member with certain additional benefits.

If you reside in a household where two or more eligible members each have at least one account in a separate eligible Citibank account package, and you link those eligible account packages together, we can make the features and benefits of our relationship pricing structure available to those household members. In most cases, eligible accounts belonging to all household members can be counted towards the combined household balance for purposes of determining whether monthly service fees and certain other account charges will be assessed and for determining eligibility for benefits associated with higher balance tiers or ranges.

Certain Citibank account packages opened through International Personal Banking, Citigold® International, Citigold® Private Client or Global Executive Banking, Citi Private Bank, and account packages opened for Non-Resident Aliens, may be ineligible for linking to another account package.

We define a “household” as an account owner and members of the account owner’s immediate family who reside at the same address. When asking us to link account packages you agree that your request will comply with any limitations applicable to the account packages that you ask to be linked. Under federal regulations:

When any account package includes an account with one of our affiliates, immediate family members whose accounts can contribute pricing benefits are limited to the account owner and spouse; the account owner’s parents, step-parents, siblings, step-brothers, step-sisters, children, step-children, grandchildren and their spouses.

When any account package includes a retirement account, that package can only contribute to pricing benefits for the retirement account owner and spouse; the retirement account owner’s parents and grandparents, and the retirement account owner’s children, siblings and their spouses.

**Important:** When household members’ account packages are linked for combined balances, statements for each linked account package may show the household combined balance range. As a result, household members may be able to deduce approximate balances of other members in the household when account packages are linked. Therefore, when deciding whether to link household account packages, customers should evaluate their privacy needs within the household, along with their need for the rate and fee advantages.

# Overdraft Protection

This section outlines two optional services that are designed to help you cover overdrafts in your checking account. Availability is not automatic. Ask us for application and enrollment information.

## CHECKING PLUS® (VARIABLE RATE)

Checking Plus is a revolving personal line of credit account linked to your Citibank checking account that provides overdraft protection and allows you to borrow the extra cash you need. You can write checks or withdraw cash at any time directly from your credit account – without overdrawing your checking account – up to your available credit limit. The terms of a Checking Plus (variable rate) account are included in a separate agreement and disclosure which you will receive at account application or shortly thereafter.

### For all Checking Plus® and Checking Plus® (variable rate) customers:

Please refer to your Checking Plus or Checking Plus (variable rate) Account Disclosure and Agreement, as applicable, for terms, conditions and fees relating to transfers from Checking Plus or Checking Plus (variable rate) Accounts.

## SAFETY CHECK

Safety Check covers overdrafts with transfers from your linked money market or Day-to-Day Savings account. Safety Check will not permit you to get cash or transfer funds from your checking to other accounts if there are insufficient funds in your checking account. Safety Check will also not permit transfers for Bill Payments made out of your checking account. The linked contributing account also covers the use of deposited funds that are not yet available in your checking account.

### Contributing Accounts

When you sign up for Safety Check, you may select one account you maintain at Citibank as your “Contributing Account.” It can be either a Day-to-Day Savings or money market account. Other types of deposit accounts are not eligible Contributing Accounts. Only available funds in your Contributing Account can be used for Safety Check coverage. If the checking or Contributing Account is a joint account, all owners must authorize Safety Check coverage.

When Safety Check is used to cover your use of deposited funds in your checking account that are not yet available (uncollected), a like amount in your Contributing Account will be held until the deposited funds become available. The funds held in your Contributing Account are not transferred to the checking account and will continue to earn interest. Since no transfer of funds occurs, there is no transfer fee for use of this service in this circumstance.

### Safety Check Transfers

Safety Check transfers from your Contributing Account will be made in the amount needed to cover your overdraft and any applicable fees, rounded up to the next \$100 increment, not to exceed the available balance in your contributing account.

### Transfers

No more than \$99,999.99 per calendar month will be transferred from your Day-to-Day Savings account, or per monthly period from your money market account, to cover overdrafts or use of uncollected funds in your checking account. If one or more transactions cause your checking account to have a negative available balance on a given day, and if you have available funds in your Contributing Account to cover them, only one transfer will be processed for the total amount transferred to cover the transactions. Federal regulations require Citibank to limit the total number of certain kinds of transfers (including Safety Check transfers) from your Contributing Account. The total permitted from Day-to-Day Savings and money market accounts is six per statement period. For details, see “Limits on Transfers” under “Account Transactions” in your Client Manual. If the total number of transfers has reached the applicable limit, no Safety Check transfers will be made for the remainder of that calendar month (for Day-to-Day Savings accounts) or statement period (for money market accounts), and checks which overdraw your checking account will be returned.

## OVERDRAFT PROTECTION TRANSFER FEE

We will charge an Overdraft Protection Transfer Fee once for each day we transfer money to cover an overdraft from a Checking Plus account or Checking Plus (variable rate) account and once for each day we transfer money to cover an overdraft from a Safety Check Contributing Account. The Overdraft Protection Transfer Fee will be charged to the account that receives the transfer. This fee is waived for Citigold and Citi Private Bank customers. Please refer to “Other Fees and Charges for All Accounts” in this Marketplace Addendum for fee information.

# Funds Availability at Citibank

## GENERAL POLICY

### Check Deposits with Tellers

Our policy is to generally make funds from checks you deposit to your checking, savings, or money market account available to you immediately on the same Business Day we receive your deposit.

### Direct Deposits and Wire Transfers

Funds from electronic Direct Deposits and incoming wire transfers are available to you on the same Business Day we receive your deposit.

### Cash Deposits

Deposits of cash are generally available to you immediately.

### Check Deposits at Proprietary Citibank ATMs

Funds from checks you deposit to your checking, savings, or money market account are generally available to you immediately on the same Business Day of deposit.

### Check Deposits at ATMs located in select 7-ELEVEN® Convenience Stores<sup>1</sup>

Our general policy is to make funds from checks you deposit to your checking accounts made at these select locations available on the same Business Day we receive your deposit. Check deposits made to your money market account are generally available on the Business Day after the Business Day of deposit. Check deposits made to your savings account will be made available in accordance with our "Standard Availability Schedule". Check deposits to your checking, savings or money market account of the type described under the "Check Deposits Given Special Availability" section will be made available on the same Business Day we receive your deposit. See the section titled "Determining the Effective Date of Your Deposit" for important information on determining the Business Day of your deposit.

<sup>1</sup>Not all ATMs are owned or operated by Citibank. Not all functions are available at all ATMs.

### Check Deposits Given Special Availability

Funds from the following types of checks are available immediately on the Business Day of deposit if made with a teller:

- U.S. Treasury Checks, Federal Reserve Bank Checks, Federal Home Loan Bank Checks, U.S. Postal Money Orders
- Citibank, N.A. checks (Checks drawn on a Citibank branch located in the same marketplace<sup>2</sup> as the Citibank branch accepting the check for deposit)  
**Please Note:** Citibank, N.A. checks deposited into an account located in a marketplace different than the marketplace of the account on which the check is drawn will be made available no later than the next business day.
- Cashier's Checks, Teller's Checks, Certified Checks, and Travelers Checks
- State and Local Government Checks issued by the State or by the general purpose units of Local Government.

<sup>2</sup>Each Marketplace is defined as the following:

- New York, New Jersey, Connecticut, Massachusetts and Pennsylvania
- Nevada and California
- Illinois
- Florida
- Texas
- Washington DC, Virginia and Maryland
- South Dakota

### Special Deposit Procedures

You must utilize the following procedures to receive immediate availability for deposits of State and Local Government Checks, Cashier's Checks, Teller's Checks, Certified Checks, and Travelers Checks: Take your check deposit to a teller and advise the teller that you have a check eligible for immediate availability. The teller will help you complete a special deposit ticket.

If you deposit any of the types of checks described above at any Proprietary Citibank ATM or ATMs located in select 7-ELEVEN® Convenience Stores, your deposit will become available no later than the Business Day after the Business Day of deposit.

## Determining the Effective Date of Your Deposit

A Business Day is any day of the week that is not a Saturday, Sunday or bank holiday. Non-Business Days are considered part of the following Business Day. If you make a deposit after the close of a Business Day or on a non-Business Day, your deposit will be considered received on the next Business Day. The end of Business Day is posted at each branch.

- Deposits made at Proprietary Citibank ATMs; ATMs located in select 7-ELEVEN® Convenience Stores and at other non-Citibank ATM facilities after 10:30 PM Eastern Time (9:30 PM Central Time, 7:30 PM Pacific Time) or on a non-Business Day will be considered received on the next Business Day.
- Deposits made via the Mobile Check Deposit Service after 10:30 PM Eastern Time (9:30 PM Central Time, 7:30 PM Pacific Time) or on a non-Business Day will be considered received on the next Business Day.

If you need information about cut-off times for specific transactions, please speak with a customer service representative.

## Longer Delays May Apply

In some cases, we will not make all the funds that you deposit by check available to you in accordance with our general policies. Should this occur, we will notify you at the time you make the deposit. We will also tell you when the funds will be available. If your deposit is not made directly with one of our tellers, or if we decide to take this action after you have left the branch, we will mail you the notice by the next Business Day.

If you need the funds from a deposit right away, please ask us when the funds will be available.

Depending on the type of check that you deposit, funds will be available no later than the 4th Business Day after the Business Day of your deposit. The first \$200 of your total Business Day's deposits will be available immediately on the Business Day of deposit if made with a teller or at a Proprietary Citibank ATM.

## STANDARD AVAILABILITY SCHEDULE

### Citibank Standard Availability Schedule

The following schedule applies to check deposits to savings accounts made at ATMs located in select 7-ELEVEN® Convenience Stores, and to any other check deposits that are not provided expedited availability in accordance with our general policy. The schedule shows the number of Business Days (after the Business Day of deposit) that it will take for check deposits to savings accounts to become available.

The second column in the schedule shows the number of Business Days (after the Business Day of deposit) that it will take for check deposits of \$5,000 or less to become available for withdrawal. The third column shows the number of Business Days (after the Business Day of deposit) that it will take for check deposits in excess of \$5,000 to become available for withdrawal. When you make a deposit (or multiple check deposits) in the course of a Business Day, the portion in excess of \$5,000 will likewise be available based on the third column.

<b>Standard Availability Schedule</b>		
	<b>Deposits of \$5,000 or less</b>	<b>Deposits of more than \$5,000</b>
All Check Deposits	3 Business Days	4 Business Days

### The First \$200

The first \$200 of the total amount of your Business Day's check deposits to your savings account will be made available on the Business Day following the Business Day of deposit.

### Additional \$400

For check deposits of \$5,000 or less, an additional \$400 will be available on the second Business Day after the Business Day of deposit.

### Special Rules for New Customers

You are considered a new customer if you have not had an account at Citibank for at least thirty (30) days prior to your opening the account. For the first thirty (30) days, the following exceptions to Citibank's funds availability policies and schedules apply:

1. You will be entitled to all the benefits described in the "Check Deposits Given Special Availability" section of your Marketplace Addendum.
2. For check deposits not entitled to special availability your deposit will become available on the 5th Business Day after the Business Day of deposit.

## **EXCEPTIONS**

### **Collection Items**

We may require that any check you present for deposit be sent out for collection. That is, your funds will be available after we have received payment from the bank on which the check is drawn. You will be charged a fee for this service. Please refer to "Other Fees and Charges for All Accounts" in this Marketplace Addendum for applicable fees.

### **Checks That May Not Be Collectible**

Occasionally, a check is given to Citibank that we decide not to accept for deposit or payment because we doubt the collectibility of the funds. When this happens, we will return the check to you or, if you request, send the check out for collection. On other occasions, we may learn that a check we accepted for deposit may not be honored. Should this happen, we will delay the availability of the deposit for a reasonable period of time until the check is either paid or returned. In all cases, we will notify you of the action we take.

### **Foreign Checks**

Checks that are drawn on banks outside the United States are generally sent for collection. Your account will be credited for the US dollar equivalent of the check based upon a timetable which reflects when we would customarily receive payment from the bank on which the item is drawn.

### **Events Beyond Our Control**

In the event that we are unable to conduct business due to an interruption of communication facilities, suspension of payments by another bank, war, other emergency conditions or other circumstances beyond our control, it may be necessary to increase some or all of the time periods specified in these availability schedules. If this happens, we will try to inform you if possible.

### **Redeposit of Check(s) Returned Unpaid**

We reserve the right to extend the time within which these checks become available.

### **Overdrafts**

We may delay the availability of the deposit if you have overdrawn your account or have had frequent returned deposits.

### **Double-Endorsed Checks**

We reserve the right to refuse to accept for deposit a double-endorsed check. A double-endorsed check is a check that is made payable to someone other than yourself and then endorsed to you by that person. If such a check is mailed to the bank or sent to the bank through any remote means, we may elect to return the check to you. If the bank accepts such a check for deposit, it may delay the availability of the deposit for a reasonable period of time until the check is either paid or returned. Should this occur, you will be notified of the delay.

### **Availability of Deposits Made By Mail**

A deposit received by mail is considered made on the day we receive it for processing.

### **Holds on Other Funds**

If we cash a check for you that is drawn on another bank, and the amount of the check you cash is not entitled to same day availability in accordance with our general policy, we will place a hold on funds already in your account for an amount equal to the amount of the check you have cashed. In this event you will receive a notice indicating when the funds will be available for withdrawal.

### **Bank's Right to Chargeback**

The Bank's policy on availability of funds from checks that you deposit will not affect your obligation to repay the Bank for any check that you deposit that is not paid, nor will it affect the Bank's right to charge back your account or to obtain reimbursement for any check that is not finally paid for any reason.

### **Changes to Our Policy**

We will notify you of any change to these Funds Availability policies as required by applicable law.

## Other Fees and Charges for All Accounts

Service	Regular Fees*	Citigold® Account Package Fees
Abandoned Property Transfer <sup>1</sup>	\$20.00	\$20.00
American Express® Gift Card <sup>2</sup>	\$3.95	\$3.95
Bond Coupon Redemption (per series)	\$10.00	WAIVED
Checkbook Orders	Varies <sup>3</sup>	WAIVED <sup>4</sup>
Citibank® Global Transfer Service <sup>5</sup>	No Transfer Fee	No Transfer Fee
Clerical Research (per hour, one-hour minimum)	\$25.00	\$25.00
Collection of Checks Drawn on Foreign Bank <sup>6</sup>	\$30.00	\$30.00
Collection of Notes and Sight Drafts on Domestic Bank	\$25.00	\$25.00
Consular/Verification Letter	\$25.00	WAIVED
Copy of Cancelled Checks <sup>7</sup>	\$5.00	WAIVED
Counter Checks	\$5.00	WAIVED
Deposited Check Returned Unpaid	\$12.00	WAIVED
Domestic Bank Collections <sup>6</sup>	\$25.00	\$25.00
Expedited Domestic Delivery of Replacement Debit Cards	\$6.00	WAIVED
Foreign Currency Exchange: • \$1,000 and over • Under \$1,000	No Charge \$5.00	No Charge WAIVED
Foreign Exchange Fee <sup>8</sup>	3%	WAIVED
Interim Statement	\$5.00	WAIVED
Legal Process Compliance (levies, attachments, etc.) per defendant	\$125.00	\$125.00
Miscellaneous Copies (IRS Forms 1099, Deposit Ticket, etc.)	\$5.00	WAIVED
Money Order for Customers	\$5.00	WAIVED
Official Check	\$10.00	WAIVED
Overdraft Protection Transfer Fee	\$10.00	WAIVED
Overdrafts and Returned Items <sup>††</sup> Overdraft (may be created by check, in-person withdrawal, transfer, draft, ACH transaction or other electronic means or by service charges or fees) Returned Item (Unpaid)	\$34.00 \$34.00	\$34.00 \$34.00
Quicken (Per Monthly Statement Period)	\$9.95	WAIVED <sup>9</sup>
Safe Deposit Box Annual Rental	Varies	See below <sup>10</sup>
Statement Copy (previous month)	\$5.00	WAIVED
Stop Payment Request	\$30.00	WAIVED
Travelers Checks	1.5%	WAIVED
Wire Transfer: • Incoming Domestic and International • Outgoing Online Domestic • Outgoing Domestic • Outgoing Online International • Outgoing International • Outgoing International Remittance Wire <sup>11</sup>	\$15.00 \$25.00 \$35.00 \$35.00 \$45.00 Varies	WAIVED \$17.50** \$35.00 \$25.00** \$45.00 Varies
Fees and Charges related to specific account types, and specific transactions or activities specified elsewhere are incorporated herein	As specified elsewhere	As specified elsewhere



## Notes to "Other Fees and Charges for All Accounts"

- \* Regular fees apply to accounts that are not Citigold® Accounts.
- \*\* This fee will be waived for Citigold® Account Packages that had a combined balance of \$500,000 or more for the monthly period that was two (2) calendar months before the date of the transaction.
- †† An Overdraft fee may be assessed when your account is in overdrawn status after transactions post at the end of the day. A Returned Item fee may be assessed when a check or item is returned unpaid due to insufficient/unavailable funds in your account. Overdraft fees and Returned Item fees, in any combination, will not be assessed more than four (4) times per day. An Overdraft fee may also be charged whenever a transaction, including a service fee or charge, is deducted from your account and either causes your account to be overdrawn or increases the amount by which your account is overdrawn. For more information, please refer to the "Insufficient Account Balances" and "Overdrawing Your Account" sections of the Client Manual – Consumer Accounts.
- <sup>1</sup> Applies to accounts domiciled in New York.
- <sup>2</sup> A daily maximum purchase limit of \$2,500 applies except where \$5,000 daily maximum purchase limit is approved by a Branch Manager or Assistant Branch Manager.
- <sup>3</sup> Fee for first order of Citibank® Account Package standard checkbook is waived.
- <sup>4</sup> Fee for Citigold® standard design checkbook is waived. A fee will be charged for non-standard design checkbook order (includes non standard design, non-standard lettering, non-standard cover and non-standard logos). Fee will be waived provided your Citigold® Account Package had a combined average balance of \$500,000 or more for the monthly period that was two (2) calendar months before the date of the transaction.
- <sup>5</sup> For Citibank® Global Transfers made in foreign currency, Citibank's exchange rate includes a commission for the conversion service. For more information, please refer to the "Electronic Banking" section of the Client Manual – Consumer Accounts under "Types of Transactions; Limitations".
- <sup>6</sup> Additional fees may apply as a result of fees charged for collection of the item by other institutions.
- <sup>7</sup> If you do not receive check images with your statement, you are permitted two (2) free copies of cancelled checks per monthly statement period, then \$5.00 per check thereafter.
- <sup>8</sup> Fee applies to transactions made outside the U.S. and Puerto Rico using your Citibank® Banking Card. Transaction amount includes credits and reversals.
- <sup>9</sup> Monthly fee of \$9.95 will be waived for any statement cycle provided you maintain a combined average balance of:
  - \$50,000 and above in deposit and retirement balances; or
  - \$100,000 and above in balances excluding first mortgage; or
  - \$250,000 and above in balances including first mortgage.Fee will be assessed if combined average balance requirement is not met.
- <sup>10</sup> One safe deposit box annual fee waiver of \$125 or less per Citigold® Account Package. Safe deposit boxes valued in excess of \$125 will be discounted by 50% (Fifty Percent). Safe deposit box discounts are subject to availability in the Citibank branches.
- <sup>11</sup> For Ecuador and the Dominican Republic, \$5.00 for Account to Account transfers and \$8.00 for Cash Pick-ups.

Terms, conditions and fees for accounts, products, programs and services are subject to change.

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Item PBG70002-ALL (Rev. 5/14)



Private Bank

# Credit Card Disclosures

Consumer Accounts



CitiFolio



## Citi Private Bank Credit Card Offerings

### Bonus Points for CitiFolio Offerings

As a Citi Private Bank client, you are eligible for bonus rewards for the credit card products you request through your CitiFolio application. These bonus rewards are honored for new accounts established through Citi Private Bank and are not available through other Citi Card product channels.

**Effective April 1, 2014, we are pleased to present the following:**

Product	Bonus Offers
<b>Citi Executive® / AAdvantage® World Elite™ MasterCard®*</b>	<b>60,000 American Airlines AAdvantage® bonus miles<sup>1</sup>:</b> <ul style="list-style-type: none"> <li>60,000 AAdvantage® bonus miles after making \$5,000 in purchases within the first 3 months of cardmembership</li> </ul>
<b>Citi® Platinum Select® / AAdvantage® World MasterCard®*</b>	<b>Up to 50,000 American Airlines AAdvantage® bonus miles<sup>1</sup>:</b> <ul style="list-style-type: none"> <li>30,000 AAdvantage® bonus miles after making \$3,000 in purchases within the first 3 months of cardmembership;</li> <li>An additional 20,000 AAdvantage® bonus miles after making \$15,000 in purchases within the first 12 months of cardmembership</li> </ul>
<b>Citi Prestige® Card</b>	<b>Up to 60,000 ThankYou Points<sup>**</sup>:</b> <ul style="list-style-type: none"> <li>30,000 points after \$3,000 in purchases made with your card within 3 months of account opening;</li> <li>30,000 points after a total of \$15,000 in purchases made with your card within the first 12 months of account opening</li> </ul>
<b>Citi ThankYou Premier Card<sup>***</sup></b>	<b>Up to 50,000 ThankYou Points:</b> <ul style="list-style-type: none"> <li>30,000 points after \$3,000 in purchases made with your card within the first 3 months of account opening;</li> <li>20,000 points after a total of \$15,000 in purchases made with your card within the first 12 months of account opening</li> </ul>
<b>Citi ThankYou Preferred Card<sup>**</sup></b>	<b>25,000 Bonus Points</b> after \$1,500 in purchases within first 3 months of account opening

***The content above only serves to communicate the bonus rewards features. Be sure to review the latest "CitiFolio Credit Card Disclosures" – provided to you in the following pages – for the full terms and conditions of the product offer.***

***Terms and conditions of accounts, products, programs and services are subject to change. If you are unsure whether you have the latest offer, please speak with your Citi Private Bank representative.***

Terms and conditions of accounts, products, programs and services are subject to change.

\* This Citi® / AAdvantage® card offer is only valid for new applicants for a Citi® / AAdvantage® account applied for pursuant to this offer and is not available to existing cardmembers or recent applicants for a Citi® / AAdvantage® credit card.

\*\* Please see Citi ThankYou Rewards Citi Prestige Card Terms and Conditions for complete details.

\*\*\* All Citi ThankYou® Preferred cards come with no points cap or expiration on points earned. Please see inside for Citi ThankYou Rewards Terms and Conditions.

<sup>1</sup> American Airlines AAdvantage® miles will appear as a bonus in your AAdvantage® account 8-10 weeks after you have met the purchase requirements. Only the primary cardmember is eligible to earn miles. Purchases exclude returned goods and services, cash advances, convenience checks, transferred balances, credits, fees and interest charges.

	Citi Executive® / AAdvantage® World Elite™ MasterCard®	Citi Prestige® Card
<b>Interest Rates and Interest Charges</b>		
<b>Annual Percentage Rate (APR) for Purchases</b>	<b>15.24%</b> This APR will vary with the market based on the Prime Rate.	<b>15.24%</b> This APR will vary with the market based on the Prime Rate.
<b>APR for Balance Transfers</b>	<b>15.24%</b> for transfers completed within 2 months from date of account opening. This APR will vary with the market based on the Prime Rate.	<b>15.24%</b> for transfers completed within 2 months from date of account opening. This APR will vary with the market based on the Prime Rate.
<b>APR for Cash Advances</b>	<b>25.24%</b> This APR will vary with the market based on the Prime Rate.	<b>25.24%</b> This APR will vary with the market based on the Prime Rate.
<b>Penalty APR and When it Applies</b>	Up to <b>29.99%</b> , based on your creditworthiness. This APR will vary with the market based on the Prime Rate.  This APR may be applied to your account if you:  (1) Make a late payment or  (2) Make a payment that is returned.  <b>How Long Will the Penalty APR Apply?</b> If your APRs are increased for either of these reasons, the Penalty APR may apply indefinitely.	Up to <b>29.99%</b> , based on your creditworthiness. This APR will vary with the market based on the Prime Rate.  This APR may be applied to your account if you:  (1) Make a late payment or  (2) Make a payment that is returned.  <b>How Long Will the Penalty APR Apply?</b> If your APRs are increased for either of these reasons, the Penalty APR may apply indefinitely.
<b>How to Avoid Paying Interest on Purchases</b>	Your due date is at least 23 days after the close of each billing cycle. We will not charge you any interest on purchases if you pay your entire balance by the due date each month.	Your due date is at least 23 days after the close of each billing cycle. We will not charge you any interest on purchases if you pay your entire balance by the due date each month.
<b>Minimum Interest Charge</b>	If you are charged interest, the charge will be no less than 50 cents.	If you are charged interest, the charge will be no less than 50 cents.
<b>For Credit Card Tips from the Consumer Financial Protection Bureau</b>	<b>To learn more about factors to consider when applying for or using a credit card, visit the website of the Consumer Financial Protection Bureau at <a href="http://www.consumerfinance.gov/learnmore">http://www.consumerfinance.gov/learnmore</a></b>	<b>To learn more about factors to consider when applying for or using a credit card, visit the website of the Consumer Financial Protection Bureau at <a href="http://www.consumerfinance.gov/learnmore">http://www.consumerfinance.gov/learnmore</a></b>

**SEE NEXT PAGE for more important information about the accounts.**

New York residents may contact the New York State Banking Department to obtain a comparative listing of credit card rates, fees and grace periods by calling 1-877-226-5697.

## Citi Disclosures

(continued)

	Citi Executive® / AAdvantage® World Elite™ MasterCard®	Citi Prestige® Card
<b>Fees</b>		
<b>Annual Fee</b>	<b>\$350.*</b>	<b>\$350.*</b> \$50 authorized user fee.
<b>Transaction Fees</b>		
• Balance Transfer	Either <b>\$5</b> or <b>3%</b> of the amount of each transfer, whichever is greater.	Either <b>\$5</b> or <b>3%</b> of the amount of each transfer, whichever is greater.
• Cash Advance	Either <b>\$10</b> or <b>5%</b> of the amount of each cash advance, whichever is greater.	<b>\$0.*</b>
• Foreign Purchase Transaction	<b>None.</b>	<b>None.</b>
<b>Penalty Fees</b>		
• Late Payment	Up to \$35	<b>\$0.*</b>
• Returned Payment	Up to \$35	<b>\$0.*</b>

**How We Will Calculate Your Balance:** We use a method called “daily balance.”

The information about the costs of the card described in this application is accurate as of 03/1/2014. This information may have changed after that date. To find out what may have changed, write to us at Citibank, P.O. Box 6116, Sioux Falls, SD 57117-6116.

New York residents may contact the New York State Banking Department to obtain a comparative listing of credit card rates, fees and grace periods by calling 1-877-226-5697.

**Payment Allocation:** We may apply the portion of your payments up to your Minimum Payment Due to lower APR balances first, including transferred balances. Generally, payments above your Minimum Payment Due will be applied to your highest rate balance first.

\*A change to your Citi Private Bank client status may result in an increase in your fees, after advance notice and in accordance with applicable law.

## Citi Disclosures

For the Citi® Platinum Select® / AAdvantage® World MasterCard® and Citi ThankYou® Premier Card

	Citi® Platinum Select® / AAdvantage® World MasterCard®	Citi ThankYou® Premier Card
<b>Interest Rates and Interest Charges</b>		
<b>Annual Percentage Rate (APR) for Purchases</b>	<b>15.24%</b> This APR will vary with the market based on the Prime Rate.	<b>15.24%</b> This APR will vary with the market based on the Prime Rate.
<b>APR for Balance Transfers</b>	<b>15.24%</b> This APR for transfers completed within 2 months from date of account opening will vary with the market based on the Prime Rate.	<b>15.24%</b> This APR for transfers completed within 2 months from date of account opening will vary with the market based on the Prime Rate.
<b>APR for Cash Advances</b>	<b>25.24%</b> This APR will vary with the market based on the Prime Rate.	<b>25.24%</b> This APR will vary with the market based on the Prime Rate.
<b>Penalty APR and When it Applies</b>	Up to <b>29.99%</b> , based on your creditworthiness. This APR will vary with the market based on the Prime Rate.  This APR may be applied to your account if you:  (1) Make a late payment or (2) Make a payment that is returned.  <b>How Long Will the Penalty APR Apply?</b> If your APRs are increased for either of these reasons, the Penalty APR may apply indefinitely.	Up to <b>29.99%</b> , based on your creditworthiness. This APR will vary with the market based on the Prime Rate.  This APR may be applied to your account if you:  (1) Make a late payment or (2) Make a payment that is returned.  <b>How Long Will the Penalty APR Apply?</b> If your APRs are increased for either of these reasons, the Penalty APR may apply indefinitely.
<b>How to Avoid Paying Interest on Purchases</b>	Your due date is at least 23 days after the close of each billing cycle. We will not charge you any interest on purchases if you pay your entire balance by the due date each month.	Your due date is at least 23 days after the close of each billing cycle. We will not charge you any interest on purchases if you pay your entire balance by the due date each month.
<b>Minimum Interest Charge</b>	If you are charged interest, the charge will be no less than 50 cents.	If you are charged interest, the charge will be no less than 50 cents.
<b>For Credit Card Tips from the Consumer Financial Protection Bureau</b>	<b>To learn more about factors to consider when applying for or using a credit card, visit the website of the Consumer Financial Protection Bureau at <a href="http://www.consumerfinance.gov/learnmore">http://www.consumerfinance.gov/learnmore</a></b>	<b>To learn more about factors to consider when applying for or using a credit card, visit the website of the Consumer Financial Protection Bureau at <a href="http://www.consumerfinance.gov/learnmore">http://www.consumerfinance.gov/learnmore</a></b>

SEE NEXT PAGE for more important information about the accounts.

New York residents may contact the New York State Banking Department to obtain a comparative listing of credit card rates, fees and grace periods by calling 1-877-226-5697.

## Citi Disclosures

(continued)

	Citi® Platinum Select® / AAdvantage® World MasterCard®	Citi ThankYou® Premier Card
<b>Fees</b>		
<b>Annual Fee</b>	<b>\$95.</b> However, this fee is waived for the first 12 months.	<b>\$125.</b> However, this fee is waived for the first 12 months.
<b>Transaction Fees</b>		
• Balance Transfer	Either <b>\$5</b> or <b>3%</b> of the amount of each transfer, whichever is greater.	Either <b>\$5</b> or <b>3%</b> of the amount of each transfer, whichever is greater.
• Cash Advance	Either <b>\$10</b> or <b>5%</b> of the amount of each cash advance, whichever is greater.	Either <b>\$10</b> or <b>5%</b> of the amount of each cash advance, whichever is greater.
• Foreign Purchase Transaction	<b>3%</b> of each purchase transaction in US dollars.	<b>None</b>
<b>Penalty Fees</b>		
• Late Payment	Up to \$35	Up to \$35
• Returned Payment	Up to \$35	Up to \$35

**How We Will Calculate Your Balance:** We use a method called “daily balance.”

The information about the costs of the card described in this application is accurate as of 03/01/2014. This information may have changed after that date. To find out what may have changed, write to us at Citibank, P.O. Box 6116, Sioux Falls, SD 57117-6116.

New York residents may contact the New York State Banking Department to obtain a comparative listing of credit card rates, fees and grace periods by calling 1-877-226-5697.

**Payment Allocation:** We may apply the portion of your payments up to your Minimum Payment Due to lower APR balances first, including transferred balances. Generally, payments above your Minimum Payment Due will be applied to your highest rate balance first.



<b>Citi ThankYou® Preferred Card</b>	
<b>Interest Rates and Interest Charges</b>	
<b>Annual Percentage Rate (APR) for Purchases</b>	<b>0%</b> introductory APR for 12 months from date of account opening.  After that, your APR will be <b>12.99%</b> . This APR will vary with the market based on the Prime Rate.
<b>APR for Balance Transfers</b>	<b>0%</b> introductory APR for 12 months from date of first transfer when transfers are completed within 4 months from date of account opening.  After that, your APR will be <b>12.99%</b> . This APR will vary with the market based on the Prime Rate.
<b>APR for Cash Advances</b>	<b>25.24%</b> This APR will vary with the market based on the Prime Rate.
<b>Penalty APR and When it Applies</b>	Up to <b>29.99%</b> , based on your creditworthiness. This APR will vary with the market based on the Prime Rate.  This APR may be applied to your account if you: (1) Make a late payment or (2) Make a payment that is returned.  <b>How Long Will the Penalty APR Apply?</b> If your APRs are increased for either of these reasons, the Penalty APR may apply indefinitely.
<b>How to Avoid Paying Interest on Purchases</b>	Your due date is at least 23 days after the close of each billing cycle. We will not charge you any interest on purchases if you pay your entire balance by the due date each month.
<b>Minimum Interest Charge</b>	If you are charged interest, the charge will be no less than 50 cents.
<b>For Credit Card Tips from the Consumer Financial Protection Bureau</b>	<b>To learn more about factors to consider when applying for or using a credit card, visit the website of the Consumer Financial Protection Bureau at <a href="http://www.consumerfinance.gov/learnmore">http://www.consumerfinance.gov/learnmore</a></b>
<b>Fees</b>	
<b>Annual Fee</b>	<b>No Annual Fee</b>
<b>Transaction Fees</b> • Balance Transfer  • Cash Advance  • Foreign Purchase Transaction	Either <b>\$5</b> or <b>3%</b> of the amount of each transfer, whichever is greater.  Either <b>\$10</b> or <b>5%</b> of the amount of each cash advance, whichever is greater.  <b>3%</b> of each purchase transaction in U.S. dollars.
<b>Penalty Fees</b> • Late Payment  • Returned Payment	Up to <b>\$35</b>  Up to <b>\$35</b>

**How We Will Calculate Your Balance:** We use a method called "daily balance."

**Loss of Introductory APR:** We may end your introductory APR and apply the Penalty APR if you make a late payment.

The information about the costs of the card described in this application is accurate as of 03/01/2014. This information may have changed after that date. To find out what may have changed, write to us at Citibank, P.O. Box 6116, Sioux Falls, SD 57117-6116.

New York residents may contact the New York State Banking Department to obtain a comparative listing of credit card rates, fees and grace periods by calling 1-877-226-5697.

**Payment Allocation:** We may apply the portion of your payments up to your Minimum Payment Due to lower APR balances first, including transferred balances. Generally, payments above your Minimum Payment Due will be applied to your highest rate balance first.

## TERMS AND CONDITIONS OF OFFER

- This offer is only valid for new accounts. You must be at least 18 years of age. If you are married, you may apply for a separate account. Citibank, N.A. ("we" or "us") is the issuer of your account. Citibank, N.A. is located in Sioux Falls, SD.
- Federal law requires us to obtain, verify, and record information that identifies each person who opens an account, in order to help the government fight the funding of terrorism and money laundering activities. To process the Acceptance Form, we must have your name, street address, date of birth and other identifying information, and we may ask for identifying documents from you as well.
- Please allow four weeks from date of submission to process a completed application.
- We may gather information about you, including from your employer, your bank, credit bureaus and others, to verify your identity and determine your eligibility for credit, renewal of credit and future extensions of credit. In the future we may provide you with promotional offers that include balance transfer opportunities. If you ask us, we will tell you whether or not we requested a credit bureau report and the names and addresses of any credit bureaus that provide us with such reports.
- To receive a credit card, you must meet our applicable criteria bearing on creditworthiness. Your revolving credit limit or credit limit will be determined by your annual salary and wages, your other annual income and a review of your debt, including the debt listed on your credit report. You will be informed of the amount of your revolving credit limit or credit limit when you receive your card. For the Citi Executive® / AAdvantage® World Elite™ MasterCard®, some revolving credit limits may be as low as \$5,000. For the Citi® Platinum Select® / AAdvantage® World MasterCard®, some revolving credit limits may be as low as \$1,000. For the Prestige® Card and Citi ThankYou Premier Card, some revolving credit limits may be as low as \$2,000. For the Citi ThankYou® Preferred Card, some credit limits may be as low as \$500. Please note that cash advances may be limited to a portion of your revolving credit limit or credit limit.
- If you are applying for a Citi® Platinum Select® / AAdvantage® World MasterCard®, you authorize us to report to American Airlines, AAdvantage® miles earned with us. You also authorize us to share with American Airlines experiential and transactional information regarding your activity with us.
- **Notice to Ohio Residents:** The Ohio laws against discrimination require that all creditors make credit equally available to all creditworthy customers, and that credit reporting agencies maintain separate credit histories on each individual upon request. The Ohio Civil Rights Commission administers compliance with this law.
- **Notice to Wisconsin Residents:** No marital property agreement, unilateral statement, or court decree adversely affects our rights, unless you give us a copy of such agreement, statement or court order before we grant you credit, or we have actual knowledge of its terms before your account is opened.

## IMPORTANT INFORMATION ABOUT BALANCE TRANSFERS

### Balance Transfer Instructions:

1. After receiving your card, you may call the customer service number on the back of your card to transfer balances. However, if you are presented with the option to transfer a balance with your application, it will take at least 14 days after your account is opened to process balance transfer payments. During this time you may cancel or modify your balance transfer request by calling the number on the back of your card.
2. You may transfer any amount, but the total amount of your balance transfers and balance transfer fees must be less than your available revolving credit limit. Be sure you do not transfer any disputed purchase or other charge amount, as you may lose your dispute rights. You may not transfer balances from other accounts issued by Citibank, N.A. or its affiliates.
3. Continue to make payments on your other accounts until you have confirmed this balance transfer has been received. Once approved, we pay the amount of

the balance transfer directly to that issuer. The available revolving credit limit for your new card will be reduced by the total amount of the transfers, including fees, we approve.

### Things You Should Know About Your Balance Transfer Offer:

- If you transfer a balance with this offer you may not be able to avoid interest on purchases, even if your promotional balance transfer has a 0% APR. You can avoid interest on purchases if you pay your account balance, including any balances you transfer with this offer, in full by your due date each month.
- Balance transfers are made available at our discretion. All balance transfers are subject to the standard purchase APR unless an introductory or other promotional rate applies.
- If you default under your card agreement you may lose any promotional APR on the balance transfer.

## CITI® THANKYOU® REWARDS CITI PRESTIGE® CARD TERMS AND CONDITIONS

- Your Citi Prestige® Card Program includes benefits provided by Citi® and Citi's Benefit partners. With the Citi Prestige card you are eligible for benefits provided through the MasterCard® World Elite® program. In order to make use of these benefits you must use your Citi Prestige Card and your card account must be open and current.
- We have the right to add, modify, or delete any Citi Prestige Card benefit, service, or feature at our discretion, at any time. Citi is not responsible for the products or services offered by other companies.
- Citi® ThankYou® Rewards is offered to certain cardmembers ("you") at the sole discretion of Citibank, N.A. ("we"), the issuer of your card account ("Card Account"). ThankYou Rewards or any portion thereof may be revised or terminated with 30 days prior written notice. Any revisions may affect your ability to use the ThankYou Points you have already accumulated. If ThankYou Rewards is terminated, you will only have 90 days from ThankYou Rewards termination date to redeem all your accumulated ThankYou Points ("ThankYou Points"). Rewards offered by ThankYou Rewards and the ThankYou Point levels required for specific rewards are subject to change without notice.
- Unless you are participating in a limited-time offer, you will earn 2 ThankYou Points for every dollar you spend on purchases at dining establishments. You will earn one ThankYou Point for every dollar you spend on all other purchases. Definitions of dining establishments include eating places, restaurants, bars, cocktail lounges, discotheques, nightclubs, taverns and fast food restaurants. We do not determine whether merchants appropriately identify all transactions you make on your Card Account, but we do reserve the right to determine which purchases qualify for ThankYou Points. Your ThankYou Points will not expire unless we terminate ThankYou Rewards.
- In addition, you will earn one ThankYou Flight Point ("ThankYou Flight Points") for every mile flown when airline tickets are purchased using your Card Account. ThankYou Flight Points are earned for miles flown based on the city of origin and the city of destination provided to us when an airline ticket is purchased. We will determine how many ThankYou Flight Points will appear on your billing statement based upon airline travel distance information published by OAG Worldwide, Inc., our source of independent flight schedule information, unless we tell you otherwise. ThankYou Flight Points will post to your Card Account approximately six to eight weeks following the initial departure date of travel referenced on your airline ticket transaction.

*continued*

- At the end of each Citi Prestige Card account membership year (the membership year begins the date you become a Citi Prestige cardmember and resets each year on that date), you will also earn a Relationship Bonus calculated as a percentage of ThankYou Points earned from Citi Prestige Card purchases during that membership year. With your Citi Private Bank relationship, you will receive an additional bonus for that relationship outlined in the chart below. The Relationship Bonus is calculated as follows:

Annual Spend	Card Relationship Bonus	PLUS	Additional Citi Private Bank Relationship Bonus
<\$50,000	5.0%		15.0%
\$50,000 - \$99,999.99	10.0%		20.0%
\$100,000 Plus	20.0%		30.0%

Note the Relationship Bonus calculation does not include any other points, such as promotional bonus points, you may have earned during that membership year. It may take 1-3 billing statements for the Relationship Bonus to post to your Card Account at the end of each membership year.

- You may earn ThankYou Points as long as your Card Account is open and current. If your Card Account is closed, you will not be able to earn ThankYou Points and you will lose any accumulated ThankYou Points that have not been transferred to your ThankYou Member Account. Balance transfers, cash advances, convenience checks, returned purchases, disputed or unauthorized purchases/fraudulent transactions, finance charges, Card Account fees, and fees for services and programs you elect to receive through us do not earn ThankYou Points unless otherwise specified.
- If you do not already have a ThankYou Rewards Member Account ("ThankYou Member Account"), one will be set up for you. ThankYou Points earned from purchases post to your Card Account at the close of each billing cycle, and at that time we will transfer the ThankYou Points you earned to your ThankYou Member Account. However, ThankYou Flight Points are not transferred to your ThankYou Member Account unless we transfer, or have previously transferred, an equal or greater number of ThankYou Points earned from purchases. ThankYou Points, including ThankYou Flight Points are not eligible for redemption until they are transferred to your ThankYou Member Account. This transfer may take up to four business days. (Bonus ThankYou Points may take one to two additional billing cycles to post to your Card Account.) ThankYou Points are not eligible for redemption until they are transferred to your ThankYou Member Account. ThankYou Points may not be redeemed and may be lost if your Card Account is not open or current.

### CITI THANKYOU® REWARDS CITI THANKYOU® PREMIER CARD TERMS AND CONDITIONS

- Citi ThankYou® Rewards is offered to certain cardmembers ("you") at the sole discretion of Citibank, N.A. ("we"), the issuer of your card account ("Card Account"). ThankYou® Rewards or any portion thereof may be revised or terminated with 30 days prior written notice. Any revisions may affect your ability to use the ThankYou Points you have already accumulated. If ThankYou Rewards is terminated, you will only have 90 days from ThankYou Rewards termination date to redeem all your accumulated ThankYou Points ("ThankYou Points"). Rewards offered by ThankYou Rewards and the ThankYou Point levels required for specific rewards are subject to change without notice. Unless you are participating in a limited-time offer, you will earn:
  - 3 ThankYou Points for every dollar you spend on purchases at restaurants and on select entertainment merchants, including sports promoters, theatrical promoters, movie theaters, amusement parks, tourist attractions, record stores and video rental stores;
  - 2 ThankYou Points for every dollar you spend on purchases at airlines, hotels and travel agencies; and
  - 1 ThankYou Point for every dollar you spend on all other purchases.
- Restaurants** are classified as dining establishments that primarily prepare food and drinks for immediate consumption by consumers, either on the merchant's premises or packaged for takeout, and include bars, cocktail lounges, discotheques, nightclubs, taverns and fast food restaurants. **Sports promoters** are classified as merchants that operate and promote live sporting events (professional or semi-professional), and may also include sports stadiums. **Theatrical promoters** are classified as merchants that operate live theatrical productions or concerts, and include ticketing agencies. **Movie theaters** are classified as establishments that sell tickets and refreshments for movie productions. **Amusement parks** (including zoos, circuses and aquariums) are classified as establishments that operate parks or carnivals and offer mechanical rides and games and/or live animal shows. **Tourist attractions and museums** (including art galleries) are classified as establishments that operate attractions and exhibits for tourists.
- Record stores** are classified as establishments that sell CDs and related items, including online record stores. **Video rental stores** are classified as merchants that rent DVDs and/or games and related equipment for consumer use, including online video rentals. **Airlines** are classified as merchants that provide air travel. **Hotels** are classified as merchants that provide sleeping or meeting room accommodations, and may include goods and services that are on a bill for these accommodations by a hotel, motel or inn. **Travel agencies** are classified as merchants that provide travel information and booking services, and include travel aggregators and tour operators. We do not determine how merchants or establishments are classified; however, they are generally classified based upon the merchant's primary line of business. We reserve the right to determine which purchases qualify for this offer. Purchases not eligible to receive the additional ThankYou Points include, but are not limited to, purchases made at warehouse clubs, discount stores, department stores and convenience stores.
- You may earn ThankYou Points as long as your Card Account is open and current. If your Card Account is closed, you will not be able to earn ThankYou Points and you will lose any accumulated ThankYou Points that have not been transferred to your ThankYou Member Account. Balance transfers, cash advances, convenience checks, returned purchases, disputed or unauthorized purchases/fraudulent transactions, finance charges, Card Account fees, and fees for services and programs you elect to receive through us do not earn ThankYou Points unless otherwise specified.
- If you do not already have a ThankYou Rewards Member Account ("ThankYou Member Account"), one will be set up for you. ThankYou Points earned from purchases post to your Card Account at the close of each billing cycle, and at that time we will transfer the ThankYou Points you earned to your ThankYou Member Account. (Bonus ThankYou Points may take one to two additional billing cycles to post to your Card Account.) ThankYou Points are not eligible for redemption until they are transferred to your ThankYou Member Account. ThankYou Points may not be redeemed and may be lost if your Card Account is not open or current.

## AWARD PROGRAM INFORMATION

Citi Executive® / AAdvantage® World Elite™ MasterCard®  
Citi® Platinum Select® / AAdvantage® World MasterCard®

The Citi® / AAdvantage® card is offered in many countries. This offer is valid only for U.S. residents. If you are not a U.S. resident, visit [www.global.aadvantage.citicards.com](http://www.global.aadvantage.citicards.com) for information on how to apply for the card where you live.

American Eagle® service is operated by American Eagle Airlines, Inc., SkyWest Airlines, Inc., ExpressJet Airlines, Inc., or Republic Airline Inc. The American Connection® service is operated by Chautauqua Airlines, Inc.

American Airlines reserves the right to change AAdvantage® program rules, regulations, travel awards and special offers at any time without notice and to end the AAdvantage® program with six months notice. Any such changes may affect your ability to use the mileage awards or credits that you have accumulated. Members may not be able to obtain all offered awards at all times or use awards for all destinations or on all flights. AAdvantage® travel awards, mileage accrual and special offers are subject to government regulations. Unless specified, AAdvantage® miles earned through this promotion/offer do not count toward elite-status qualification or AAdvantage Million Miler<sup>SM</sup> status. American Airlines is not responsible for products or services offered by other participating companies. For complete details about the AAdvantage® program, visit [aa.com/aadvantage](http://aa.com/aadvantage)

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**oneworld** is a mark of the **oneworld** Alliance, LLC.

Citibank is not responsible for products or services offered by other companies. Cardmember benefits are subject to change.

The Citi Executive® / AAdvantage® World Elite™ MasterCard® card is issued by Citibank, N.A.

The Citi® Platinum Select® / AAdvantage® World MasterCard® card is issued by Citibank, N.A.

## CITI THANKYOU® REWARDS

### CITI THANKYOU PREFERRED CARD TERMS AND CONDITIONS

Citi ThankYou Rewards is offered to certain cardmembers ("you") at the sole discretion of Citibank, N.A. ("we"), the issuer of your card account ("Card Account"). ThankYou Rewards or any portion thereof may be revised or terminated with 30 days prior written notice. Any revisions may affect your ability to use the ThankYou Points you have already accumulated. If ThankYou Rewards is terminated, you will only have 90 days from ThankYou Rewards termination date to redeem all your accumulated ThankYou Points ("ThankYou Points"). Rewards offered by ThankYou Rewards and the ThankYou Point levels required for specific rewards are subject to change without notice.

Unless you are participating in a limited-time offer, you will earn 2 ThankYou Points for every dollar you spend on purchases at restaurants and on select entertainment merchants including sports promoters, theatrical promoters, movie theaters, amusement parks, tourist attractions, record stores and video rental stores; 1 ThankYou Point for every dollar you spend on all other purchases.

**Restaurants** are classified as dining establishments that primarily prepare food and drinks for immediate consumption by consumers, either on the merchant's premises or packaged for take-out, and include bars, cocktail lounges, discotheques, nightclubs, taverns and fast food restaurants. **Sports promoters** are classified as merchants that operate and promote live sporting events (professional or semi-professional), and may also include sports stadiums. **Theatrical promoters** are classified as merchants that operate live theatrical productions or concerts, and include ticketing agencies. **Movie theaters** are classified as establishments that sell tickets and refreshments for movie productions. **Amusement parks** (including zoos, circuses and aquariums) are classified as establishments that operate parks or carnivals and offer mechanical rides and games and/or live animal shows. **Tourist attractions and museums** (including art galleries) are classified as establishments that operate attractions and exhibits for tourists. **Record stores** are

classified as establishments that sell CDs and related items, including online record stores. Video rental stores are classified as merchants that rent DVDs and/or games and related equipment for consumer use, including online video rentals.

We do not determine how merchants or establishments are classified, however, they are generally classified based upon the merchant's primary line of business. We reserve the right to determine which purchases qualify for this offer. Purchases not eligible to receive the additional ThankYou Points include, but are not limited to, purchases made at warehouse clubs, discount stores, department stores and convenience stores.

You may earn ThankYou Points as long as your Card Account is open and current. If your Card Account is closed, you will not be able to earn ThankYou Points and you will lose any accumulated ThankYou Points that have not been transferred to your ThankYou Member Account. Balance transfers, cash advances, convenience checks, returned purchases, disputed or unauthorized purchases/fraudulent transactions, interest charges, Card Account fees, and fees for services and programs you elect to receive through us do not earn ThankYou Points unless otherwise specified.

If you do not already have a Citi ThankYou Rewards Member Account ("ThankYou Member Account"), one will be set up for you. ThankYou Points post to your Card Account at the close of each billing cycle, and at that time we will transfer ThankYou Points you earned to your ThankYou Member Account. (Bonus ThankYou Points may take one to two additional billing cycles to post to your Card Account.) ThankYou Points are not eligible for redemption until they are transferred to your ThankYou Member Account. ThankYou Points may not be redeemed and may be lost if your Card Account is not open or current.

Citi Private Bank is a business of Citigroup Inc. ("Citigroup"), which provides its clients access to a broad array of products and services available through bank and non-bank affiliates of Citigroup. Not all products and services are provided by all affiliates or are available at all locations. All credit products are subject to credit approval.

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