

**ZAO CITIBANK CREDIT CARD TERMS  
AND CONDITIONS FOR CONSUMERS**

**PRIVACY FOR CONSUMERS  
AT ZAO CITIBANK**

**EXPLANATORY NOTICE  
FOR A PERSON INSURED UNDER  
CITI INSURANCE OF A CREDIT  
CARDHOLDER AGAINST PERSONAL  
ACCIDENTS AND ILLNESSES**

**FOR CITIBANK BANK CARD  
HOLDERS INSURED UNDER  
THE CONTRACT OF INSURANCE  
AGAINST RISKS RELATING  
TO THE USE OF BANK CARDS**

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**citibank**

# ZAO CITIBANK CREDIT CARD TERMS AND CONDITIONS FOR CONSUMERS

This version of the Credit Card Terms and Conditions is effective from December 15, 2011

## 1. Introduction

1.1. These credit card terms and conditions (the "**Terms and Conditions**") set out the terms and conditions whereby ZAO Citibank ("**Citibank**") will offer its customers credit cards with credit limits and other related services and products as described in greater detail below. The Terms and Conditions, the schedule of fees, commissions and charges (the "**Tariffs**"), and each credit card application (the "**Application**") duly completed and signed by the customer whose name appears in the Application (the "**Customer**") and Citibank, shall together constitute a credit card agreement between the Customer and Citibank (the "**Agreement**").

1.2. The Terms and Conditions shall govern lending to the Customer and the opening and maintenance by Citibank of an account to be opened in the name of the Customer for the purpose of credit card transactions (the "**Account**"), and the provision of all related services and products offered by Citibank to the Customer. Certain types of related services and products may be offered by Citibank to the Customer subject to separate agreements or service rules and procedures as may be established by Citibank from time to time. In the event of a conflict between the provisions of the Terms and Conditions and any specific agreements, service rules or procedures, the provisions of such separate agreements, service rules or procedures shall prevail.

The extending of any credit to the Customer under the Agreement shall be at the sole discretion of Citibank and without any commitment on its part as to making available or maintaining any type of loan. Citibank may provide both unsecured and secured loans to the Customer in a manner as determined by Citibank.

## 2. Account and Credit Limit

2.1. Upon review of the Application and other documents that the Customer may be required to submit to Citibank, Citibank will determine if the Customer meets the lending criteria as established by Citibank from time to time. If Citibank, in its discretion, determines that the Customer meets such lending criteria, Citibank will establish a **credit limit** for the Customer (i.e. a limit up to which the Customer may borrow) and open the Account. The Customer agrees that Citibank will establish such credit limit in its sole discretion and that Citibank may decrease, increase or cancel the credit limit at any time. Citibank will advise the Customer in writing of establishing the credit limit and opening the Account.

2.2. The Customer may use the credit within the **available limit** (i.e. the difference between the credit limit and the total Outstanding Balance) by charging transactions to his/her Account, including cash withdrawals at ATMs, payments for goods and services by Credit Card, and transfers to his/her other accounts and third party accounts. The Customer understands that certain Credit Card transactions (e.g. transactions in different currencies or transactions involving the use of ATMs or various payment systems, and certain other transactions) may further reduce the available limit due to applicable foreign exchange rates and/or fees, commissions and charges as may be established by Citibank or other banks, financial institutions and/or payment systems through which such transactions are processed.

2.3. Subject to the specifics set out herein, credit under each transaction, including an amount drawn in excess of the available limit, (the "**Outstanding Balance**") shall accrue interest at an annual rate as determined in (a) the Tariffs - for a transaction made outside the equal payment plan (a "**Non-EPP Transaction**"), or (b) the Offer - for a transaction made within the equal payment plan (an "**EPP Transaction**"). Credit Card transactions relating to payment for the Merchants' goods and services (except EPP Transactions) ("**Non-EPP Purchases**") shall accrue interest as follows: (i) if the amount of the Outstanding Balance relating to any Non-EPP Purchases is fully repaid by the Customer no later than the Payment Date indicated on the Credit Card Statement, no interest shall accrue; (ii) if the amount of the Outstanding Balance relating to any Non-EPP Purchases is not fully repaid by the Customer by the Payment Date indicated on the Credit Card Statement, interest shall accrue from the date of the origination of the Outstanding Balance in respect of such transactions until the date of its full repayment. All Credit Card transactions other than Non-EPP Purchases shall accrue interest from the date of the origination of the Outstanding Balance in respect of such transactions until the date of its full repayment. Where relevant, the Outstanding Balance in respect of any transaction may also accrue a penalty interest calculated based on the compound interest formula, an available limit excess fee, and other fees, commissions and charges (the "**Fees**") as set out in the Tariffs.

2.4. At the Credit Card Statement issue date, Citibank will reduce the available limit by the amount of the Fees and interest: (a) accrued on the Outstanding Balance relating to Non-EPP Purchases as at the issue date of the previous Credit Card Statement and not repaid in full by the Payment Date indicated on such previous Credit Card Statement; and (b) accrued on other transactions which are not Non-EPP Purchases, including EPP Transactions, up to and including such Credit Card Statement issue date, and will increase the Outstanding Balance by such amount.

2.5. The Customer shall, on a monthly basis, repay to Citibank a Minimum Payment Amount on the payment due date specified in the Credit Card Statement (the "**Payment Date**"). Failure by the Customer to receive the Credit Card Statement for any reason beyond Citibank's control shall not relieve the Customer of his/her obligation to repay the Minimum Payment Amount when due. The Minimum Payment Amount is calculated as: (a) one hundred (100) percent of the total Outstanding Balance reduced by the amount of the Outstanding Balance under all EPP Transactions; and plus (b) the sum of EPP Monthly Installments under all EPP Transactions. If the Minimum Payment Amount (or the minimum payment amount set out in the Tariffs) is not credited to the Account on or before the Payment Date, Citibank shall have the right to declare the whole Outstanding Balance due and payable and the Customer shall be obligated to repay such amount immediately.

2.6. If, notwithstanding the obligation to repay the Minimum Payment Amount (reduced for the purposes of this paragraph by the sum of EPP Monthly Installments) on the Payment Date, the Customer fails to make such repayment, then: (a) the Customer shall nonetheless repay the portion of the total Outstanding Balance set out in the Tariffs, reduced by the amount of Outstanding Balance under all EPP Transactions, interest accrued for the reporting period, late payment fee (if any), credit limit excess amount (if any) and overdue payment amount (if any); (b) the Customer shall repay the sum of EPP Monthly Installments under all EPP Transactions; (c) the Customer shall repay interest

accrued for the reporting period; (d) the Customer shall repay late payment fee (if any); (e) the Customer shall repay credit limit excess amount (if any); (f) the Customer shall repay overdue payment amount in full (if any); (g) the Customer's obligation to repay such outstanding portion of the Minimum Payment Amount (reduced for the purposes of this paragraph by the sum of EPP Monthly Installments) shall be carried over to the next Payment Date; (h) such outstanding portion of the Minimum Payment Amount (reduced for the purposes of this paragraph by the sum of EPP Monthly Installments) shall accrue interest at the rate determined by Citibank as at the originally established Payment Date. If the payment amount referred to in this paragraph is less than the minimum payment amount set out in the Tariffs, the Customer shall repay at least such minimum payment amount as set out in the Tariffs, and if the Outstanding Balance is less than the minimum payment amount set out in the Tariffs, the Customer shall repay at least such Outstanding Balance. The provisions of this paragraph shall apply, accordingly, to each subsequent carryover of the Customer's obligations under this paragraph, and each Payment Date from which such obligation is carried over to another day shall be deemed the originally established Payment Date.

2.7. Citibank may allow the Customer an opportunity not to repay the Minimum Payment Amount and the payment amount referred to in paragraph 2.6 above (or, at the discretion of the Customer, to repay those in any amount within the Minimum Payment Amount) for a period of time until the Payment Date specified in the Credit Card Statement following the date when such opportunity was allowed. Where this is the case, Citibank shall show the amount of minimum payment as equal to zero on the Credit Card Statement and shall not charge the Customer a late fee on the minimum payment.

Notwithstanding, however, the available opportunity not to pay the Minimum Payment Amount, the Customer may waive such opportunity and make a full or partial payment towards the Minimum Payment Amount at any time.

Citibank shall have sole discretion in allowing the opportunity not to pay the Minimum Payment Amount.

2.8. Any payment, transfer or cash deposit to the Account will reduce the Outstanding Balance by the amount of:

- (a) firstly – EPP Transactions within Advanced Loan on Phone in the following order:
  - any interest, including penalty interest, relating thereto;
  - any Fees relating thereto; - other sums relating thereto;
- (b) secondly – EPP Transactions within Loan on Phone and EPP cash advances in the following order:
  - any interest, including penalty interest, relating thereto;
  - any Fees relating thereto; - other sums relating thereto;
- (c) thirdly – other EPP Transactions in the following order:
  - any interest, including penalty interest, relating thereto;
  - any Fees relating thereto; - other sums relating thereto;
- (d) fourthly – interest, including penalty interest, in the following order:
  - interest relating to Non-EPP cash advances;
  - interest relating to other Non-EPP Transactions;
- (e) fifthly – Fees in the following order:
  - Fees relating to Non-EPP cash advances;
  - Fees relating to other Non-EPP Transactions;
- (f) sixthly – Non-EPP cash advances; and
- (g) seventhly – any other transactions included in the Outstanding Balance.

2.9. The Customer may at any time repay the Outstanding Balance in full by way of payment, transfer or cash deposit to the Account.

2.10. No interest will accrue on an amount paid, transferred or deposited by the Customer in excess of the total Outstanding Balance (a "positive balance").

### 3. Credit Card

This Section describes the procedure for the issuance, use, cancellation, and replacement of a credit card issued by Citibank to the Customer (the "Credit Card"). In terms of technology and manufacture, the Credit Card can be of one of three types: a magnetic credit card, a magnetic credit card with a chip or a contactless magnetic credit card with a chip. In terms of payment systems, the Credit Card can be a VISA or a MasterCard. The Credit Cards can also be different in terms of Citibank's alliances/co-branding partnerships with other companies. Citibank reserves the right to revise the set of transactions, services and functions associated with the use of the Credit Card at any time in its sole discretion. The Credit Card functionalities available at Citibank's ATMs and described in the Terms and Conditions may not be fully available at other banks' ATMs. The Customer understands that not all providers of goods and services (the "Merchants") may accept the Credit Card or each type of the Credit Card as payment, and that the Merchants may impose limitations on the amounts of the Customer's transactions and card holder identification procedures. Citibank will accept no responsibility for, or claims from the Customer as to, such limitations or card holder identification procedures as may be established by the Merchants.

3.1. Upon opening the Account, Citibank will issue the Credit Card of a particular type to the Customer. The Credit Card is linked and provides access to the Account. Citibank may at any time offer a second primary Credit Card to the Customer. The type of the second primary Credit Card may differ from that of the first one. If the Customer consents thereto, Citibank will issue the second Credit Card, set a credit limit for it (separate from that set for the already existing Credit Card) and open an Account as necessary for the maintenance of the second Credit Card. In the event the second Credit Card is issued, Citibank may change the Credit Card Statement date. All terms and conditions of the Agreement will similarly apply to the second Credit Card. The Customer may refuse to be issued with the second Credit Card until the time it is activated.

3.2. The Credit Card will be sent to the Customer's current address stated by the Customer (or to the Customer's registered address if no current address has been stated), or to any other address agreed between Citibank and the Customer, by mail, registered mail, courier or such other means as may be determined by Citibank. The Credit Card will be delivered to the Customer inactive. In order to start using the Credit Card, the Customer will be required to sign the back of the Credit Card and activate the Credit Card by calling a CitiPhone number indicated on the back of the Credit Card. During the Credit Card activation process, the Customer will be required to set up his/her personal identification number ("PIN") and telephone personal identification number ("TPIN"). The Customer will be required to enter PIN in order to use the Credit Card at ATMs or access the Account through Citibank Online, or purchase

goods or services from the Merchants that accept chip credit cards if they so require. The Customer will be required to use TPIN in order to access Citibank's services available through CitiPhone.

3.3. The Customer may request the issuance of a supplementary Credit Card(s) by submitting to Citibank an application to this effect in a form established by Citibank, along with such other documents on the supplementary Credit Card holders as may be requested by Citibank. Citibank reserves the right to limit the circle of persons to whom supplementary Credit Cards may be issued or to refuse to issue a supplementary Credit Card to any person. All procedures, rules and Fees established by Citibank in relation to the Credit Card shall fully apply to supplementary Credit Cards and their holders. The Customer undertakes to inform the supplementary Credit Card holders of all such procedures, rules and Fees as are applicable. The Customer may at any time cancel or block any supplementary Credit Cards issued upon the Customer's request by notifying Citibank thereof in such form and manner as determined by Citibank.

3.4. The Credit Card may be used by the Customer for (i) ATM cash withdrawals and deposits, Credit Card information inquiries, and other ATM transactions; (ii) payments through Citibank Online or CitiPhone; (iii) payments for goods and services purchased from the Merchants that accept the types of bank cards issued by Citibank to the Customer; and (iv) other transactions and services that may be made available by Citibank from time to time.

3.5. When the Credit Card is used for the purpose of cash withdrawal or deposit at ATMs or payment for goods and services, the transaction amount (including applicable Fees) will be debited from or credited to, respectively, the Account. If the currency of the transaction is different from the currency of the Account, the transaction amount (including applicable Fees) will be converted into the currency of the Account at the exchange rate as may be established by Citibank or other banks or financial institutions and/or payment systems through which such transactions are processed.

3.6. If the Customer is refunded any money paid for goods or services using the Credit Card, the amounts of such refund will be credited to the Account. The Customer is not entitled to receive a refund in cash.

3.7. The Customer agrees that the use of his/her Credit Card and correct PIN at an ATM and/or when paying for goods or services with a chip credit card will be considered as proper and sufficient identification of the Customer and authorization to carry out transactions in respect of the Account in such cases.

The Customer further agrees that the use of a Citibank contactless magnetic credit card with a chip (touching it against a reader) when paying for goods or services at the point-of-sale terminals of the Merchants that accept contactless magnetic credit cards with a chip will be considered as proper and sufficient identification of the Customer and authorization to carry out banking transactions in respect of the Account in such cases.

3.8. An ATM and/or a Merchant shall issue (or may issue at the Customer's request) a printout (a receipt or slip) of every ATM or purchase transaction carried out by the Customer with the use of the Credit Card. Citibank recommends that the Customer retain all such printouts for information purposes. Unless otherwise provided by the Terms and Conditions, the details of each ATM or purchase transaction carried out by the Customer with the use of the Credit Card will be communicated to the bank's operating system and will appear on the Credit Card Statement. The Customer agrees that the transaction printouts issued by ATMs and/or Merchants and/or the details of such transactions appearing on the Credit Card Statement shall serve as evidence of the Customer's transactions carried out with the use of the Credit Card.

3.9. The Customer understands that the Credit Card is a valuable item and that he/she must exercise care when handling the Credit Card in order to mitigate the risk of its theft, loss or Credit Card-related fraud or erroneous transactions. The Customer must not let other people use the Credit Card and must never take advice from strangers while using it. The Customer must keep his/her PIN and TPIN secret and confidential since they are important means of protection for the Customer and the Account. In the event of unauthorized use of the Credit Card, PIN or TPIN, there is a risk that the available limit will be reduced/completely used up. The Customer may change his/her PIN at any time at ATMs or through Citibank Online or CitiPhone, and TPIN – through CitiPhone.

3.10. If the Credit Card has been lost or stolen or if the Customer suspects that the Credit Card has been lost or stolen, or if there is a risk of unauthorized use of the Credit Card (as well as in the events when the Credit Card has been damaged or the Customer's name or surname has been changed), the Customer shall notify Citibank thereof immediately by calling the CitiPhone number indicated on the back of his/her Credit Card. Citibank may but is not obliged to block the Customer's Credit Card in the event Citibank reasonably believes that there is a risk of unauthorized use of the Customer's Credit Card.

3.11. The Customer agrees that in the event the Credit Card is lost or stolen or if the Customer's PIN or TPIN has become known to a third party, or in the event of the Customer's erroneous transactions with the use of the Credit Card, Citibank shall have no liability whatsoever for any loss, damage or expenses that may be incurred by the Customer in connection therewith.

3.12. Once the Credit Card has been reported lost or stolen, Citibank will block the Credit Card and will issue a replacement Credit Card to the Customer.

3.13. The Customer understands that if a wrong PIN is entered at an ATM or a Merchant's point-of-sale terminal three consecutive times, the ATM/Merchant may block and retain the Credit Card. If the Credit Card is blocked and/or retained by an ATM or a Merchant, the Customer must report this to Citibank in the procedure established for lost or stolen Credit Cards.

3.14. The Credit Card's expiry date is indicated on the front of the Credit Card. Upon expiration of the Credit Card, Citibank will issue a new Credit Card to the Customer.

3.15. The Credit Card will always remain the property of Citibank and must be returned to Citibank upon its first demand. Citibank may, at any time, cancel, block or suspend the use of any Credit Card, or deny the Customer the renewal, replacement or issue of a new Credit Card. In particular, Citibank may block or suspend the use of the Credit Card if the Customer does not comply with applicable laws and regulations, or Citibank requirements, rules and procedures.

### 4. Citibank MasterCard Cash Back Credit Card

4.1. Citibank may, upon application by the Customer, issue a Citibank MasterCard Cash Back Credit Card to the Customer. The relationship between Citibank and the Customer in connection with the issue and maintenance of the Citibank MasterCard Cash Back Credit Card shall be governed by the provisions of the Terms and Conditions, unless otherwise provided by this Section 4.

4.2. Citibank shall credit the Account with the amount of cashback reward earned on payments made with the Citibank MasterCard Cash Back Credit Card (the "Cashback") in accordance with the

Tariffs. Cashback will be paid on any transactions charged to the customer's credit card account, except cash advances, transfers from the credit card account to a third party account at Citibank or another bank, transfers to the customer's account at Citibank (including as part of Loan on Phone or Advanced Loan on Phone) or another bank, Citibank service fees, insurance premium and other payments under insurance programs offered through Citibank, and unique/quasi-cash and other transactions which do not represent payment for goods or services. The list of non-qualifying transactions may be changed at the discretion of Citibank.

4.3. The Cashback referred to in paragraph 4.2 above shall be transferred by Citibank to the Customer within five (5) business days of the Credit Card Statement date. The Cashback received by the Customer shall be subject to tax under applicable Russian tax law. Where and as required by applicable Russian tax law, Citibank shall provide tax authorities with requisite information on income paid and tax withheld, and notify the Customer thereof. Citibank shall inform the Customer of the amount of Cashback in the Credit Card Statement.

#### 5. Citi Express Card; Citi Express Service

5.1. Citibank may, upon application by the Customer, issue a Citi Express Card to the Customer, which will enable the Customer to pay Moscow Metro fares (the "Fares") electronically by means of a Moscow Metro proprietary chip embedded in the card (the "Transit Application"). The relationship between Citibank and the Customer in connection with the issue and maintenance of the Citi Express Card shall be governed by the provisions of the Terms and Conditions, unless otherwise provided by this Section 5.

5.2. As provided in paragraph 3.2 above, the Credit Card will be delivered to the Customer inactive, and the Transit Application will be inactive either. The Customer will need to activate the Transit Application at a Moscow Metro ticket counter three (3) business days after the Credit Card activation date. The Fares may only be paid once the Transit Application has been activated.

5.3. If the Customer is a holder of another Citibank Credit Card, Citibank may, at the Customer's request, provide the Customer with the Citi Express Service, which will enable the Customer to pay metro and/or other public transport fares with his/her Credit Card. The list of public transport services is determined by Citibank and is available on Citibank's website at [www.citibank.ru](http://www.citibank.ru). The Citi Express Service will be subject to a fee as set out in the Tariffs. Citibank reserves the right to suspend or completely discontinue the service without prior notice to the Customer, at any time at its sole discretion. The enabling of this service requires card reissue. The types of Credit Cards that may be issued by Citibank with the embedded Transit Application are set out in the Tariffs.

5.4. Once the Credit Card has been activated, the Citi Express Service fee will be charged to the Account on a monthly basis on the first day of the calendar month for that month, regardless of whether or not the Transit Application has been activated. No service fee will be charged for the period between the Credit Card activation date and the beginning of the calendar month following the Credit Card activation; however, if the service is discontinued before the end of the calendar month, the fee for the remainder of the month will not be compensated or refunded.

5.5. Citibank shall, on a monthly basis, include in the Credit Card Statement information on the amount of the fare payment transactions made by the Customer in the relevant period based on the data received from Moscow Metro and/or other public transport service provider (the "Transport Service Provider(s)"). The fares shall be paid in accordance with the Transport Service Provider's fare schedule current on the date the Customer used the Citi Express Card or any other Credit Card with the embedded Transit Application to pay the public transport fares.

5.6. In the event of termination of this Agreement, the Customer shall pay the balance outstanding on the fare payment transactions arising before, but included in the Credit Card Statement after, the termination date hereof.

5.7. Citibank shall not be liable for the quality of services provided by the Transport Service Providers to the Customer, including incorrect statement of the number and cost of the Customer's public transport journeys paid for with the Citi Express Card or any other Credit Card with the embedded Transit Application, a delay in blocking the Transit Application, or any changes to current fare schedules. Citibank shall refer all disputes in connection with the use of the Citi Express Card or any other Credit Card with the embedded Transit Application to the Transport Service Provider concerned.

#### 6. Credit Card Transactions

This Section describes the transactions that the Customer may effect in respect of the Account (the "Transactions"). Citibank reserves the right, at any time in its sole discretion, to expand the list of Transactions or cancel certain types thereof. The Customer may effect the Transactions within the available limit on the Credit Card. The Customer understands that certain Transactions effected by the Customer may be subject to rules and limitations (e.g. those concerning the type or amount of a transaction) as may be imposed by applicable laws, regulations or internal rules and procedures of Citibank and other banks, financial institutions and/or payment systems through which such transactions are processed.

#### Cash Withdrawals and Deposits

6.1. The Customer may make withdrawals from the Account (within the cash withdrawal limit set by Citibank) and make deposits into the Account towards the repayment of the Outstanding Balance at Citibank branches, ATMs, and other banks and financial institutions (if they provide such services and subject to the rules and procedures of such banks and financial institutions). The Customer agrees that Citibank sets the cash withdrawal limit at its sole discretion and that Citibank may at any time decrease, increase or cancel such cash withdrawal limit. Citibank may treat unique/quasi-cash transactions defined by payment systems as transactions in highly liquid assets (e.g. money orders, payment for casino and gambling house services, etc.) as being cash withdrawal transactions. Citibank will inform the Customer in writing of his/her cash withdrawal limit.

6.2. The Customer may withdraw or deposit cash in the currency of the Account or in other currencies as may be used at a particular point of service. If the currency of the transaction is different from the currency of the Account, the transaction amount will be converted into the currency of the Account at Citibank's exchange rate applicable on the date of the transaction (in the case of transactions through Citibank's ATMs or branches) or at the exchange rate applied by the bank, financial institution or payment system and/or network through which such transaction is processed.

6.3. The Customer may make deposits into the Account towards the repayment of the Outstanding Balance at Citibank's ATMs using his/her Credit Card, PIN, and special envelopes available at ATM locations, following the instructions appearing on the ATM screen. (Only banknotes may be used for cash

deposits at ATMs.) Once cash has been deposited at an ATM, the ATM will print out a transaction report. The Customer agrees that such report may not serve as evidence or confirmation of deposit. No transaction will be posted to the Customer's account at the time of making an ATM cash deposit. Cash deposited by the Customer at an ATM will only be credited by Citibank to the Account upon its authentication and counting by Citibank. The Customer further agrees that Citibank's authentication and counting of cash deposited at an ATM will be deemed conclusive. If as a result of such authentication and counting Citibank determines a discrepancy between the amount stated by the Customer at the ATM location and the actual amount of deposit, Citibank will credit the actual amount of deposit to the Account. In the event of a mismatch between the currency of the Account and the currency of the ATM cash deposit, Citibank will advise the Customer (by phone or otherwise) of the inability to credit such cash to the Account, and the Customer may receive the cash deposited at the ATM over the counter at a Citibank branch. If Citibank detects any counterfeit banknotes deposited at an ATM, such counterfeit banknotes will be withdrawn and sent by Citibank to the appropriate law enforcement authorities for further investigation, and Citibank will not replace such banknotes.

6.4. The amount of Citibank's Fees applicable to cash withdrawals and deposits at Citibank's ATMs and branches is set out in the Tariffs. The Customer understands that other banks, financial institutions and/or payment systems may impose their own Fees for similar services provided by them.

#### Funds Transfers and Payments

6.5. Subject to Citibank's consent, which consent may be refused without giving a reason, the Customer may transfer funds from the Account to any other accounts opened for him/her at Citibank through Citibank branches, Citibank Online, CitiPhone or such other channels as may be established by Citibank. In the event the Customer transfers funds between accounts denominated in different currencies, the amount of such transfer will be converted into the currency of the target account at Citibank's exchange rate applicable on the date the transaction is processed by Citibank.

6.6. Subject to Citibank's consent, which consent may be refused without giving a reason, the Customer may make payments from the Account to the bank accounts of third parties. The Customer may make payments in favor of third parties in rubles subject to applicable laws, regulations and internal rules and procedures of Citibank. The Customer may make payments in favor of third parties from his/her Account through Citibank branches, Citibank Online, CitiPhone or such other channels as may be established by Citibank.

6.7. The Customer may give Citibank a standing instruction for recurring transfers or an instruction for a future date transfer. Subject to the sufficiency of funds in the Account, Citibank will carry out such instructions on the date(s) specified by the Customer therein.

6.8. All funds transfer instructions must be given by the Customer to Citibank in such form and manner as prescribed by Citibank. Funds will be transferred from the Account solely on the basis of the Customer's request, and the settlement documents required for the purpose of such banking transaction will be prepared and signed by Citibank. Citibank will not be responsible for any errors or omissions made by the Customer or for the duplication of any instruction given by the Customer and may act on any instruction basing solely on the account number, even if the name of the account holder is misstated. If the Customer informs Citibank that he/she wishes to recall, cancel or amend any instruction given to Citibank by the Customer, Citibank will use reasonable efforts to comply with the Customer's request.

6.9. Citibank will process the Customer's instruction to transfer funds from the Account provided that there is a positive balance in the Account and within the amount of such positive balance. In the event of insufficient funds in the Account, Citibank may, in its discretion, either leave the Customer's transfer instruction unprocessed, or process it on the terms set by Citibank if the amount of transfer indicated in the instruction does not exceed the available limit. Citibank will not be obligated to make partial funds transfers and/or payments, unless required by applicable law.

6.10. The Customer's funds transfer instructions will be carried out by Citibank no later than the first business day following the date of receipt by Citibank of a duly issued funds transfer instruction together with other necessary documents, if any, unless a later execution date is specified by the Customer. Citibank may carry out the Customer's funds transfer instruction on the date of receipt of a duly issued funds transfer instruction together with other necessary documents, if any.

6.11. Payments and transfers from other banks and financial institutions will be credited by Citibank to the Account (net of any costs and expenses related to such payments or transfers) no later than the first business day following the day on which Citibank receives such funds in its account with a correspondent bank or a clearing system. Citibank may credit such payment or transfer to the Customer's Account immediately upon receipt of the advice note in electronic form from the clearing center or other settlement agent.

6.12. Payments and transfers from the Account to third party accounts at other banks and financial institutions will be made subject to holidays and non-business days.

6.13. Citibank will execute all Customer's payment orders or instructions in good faith and with reasonable care in accordance with banking standards and practices, and may use any communication, clearing or payment systems, intermediary banks or other persons in its reasonable discretion. Citibank will act based on the applicable rules and regulations of such communication, clearing or payment systems and intermediary banks.

6.14. Citibank's responsibility for the transfer of funds from the Account on the Customer's instruction will cease upon the debiting of Citibank's account with a correspondent bank or a clearing center. Citibank's responsibility for the crediting of funds to the Account will only arise upon the final crediting of funds to Citibank's account with a correspondent bank or a clearing system.

6.15. In order to comply with applicable laws and regulations and ensure the security of the Customer's banking transactions, Citibank may at its sole discretion establish the Customer's identity verification procedures and the rules and requirements concerning the necessary documents submittable in order to carry out transactions in respect of the Account. Such procedures and rules may vary depending on transaction types and communication channels, and the Customer undertakes to strictly follow the procedures and rules established by Citibank. Notwithstanding that Citibank undertakes to exercise reasonable care in examining the Customer's documents, including payment orders, instructions or communications, Citibank is not obliged to take any further steps in order to identify, or ascertain the powers and authority of, the person giving such payment orders, instructions or communications, and is not responsible for any losses resulting from its compliance with forged payment orders, instructions or communications or the presentation of false identity documents which, despite the exercise of reasonable care, Citibank from June 15, 2010 was unable to detect. In order to ensure the security of the

Customer's banking transactions, Citibank may, but is not obliged to, request confirmation of any transfer instruction by calling the contact phone number indicated by the Customer and may suspend the execution of the Customer's transfer instruction until such confirmation is received. Citibank may, in its discretion, suspend the execution of a payment order or instruction, if Citibank has reasonable doubts concerning its content, the powers and authority of the issuing person, origination or compliance with applicable rules and procedures, and will promptly notify the Customer of its decision.

6.16. The Customer agrees that erroneous credit entries to the Account may be annulled (cancelled) by Citibank by means of reverse entries made without prior notice to the Customer.

6.17. The Customer understands that, in some cases, Citibank may be required by applicable laws and regulations to debit the Account (within the amount of positive balance) without any order or instruction from the Customer.

6.18. The Customer may buy goods and services using the Credit Card at various point-of-sale terminals or other devices installed by the Merchants authorized to accept Citibank Credit Cards as payment. For security purposes, Citibank may impose various restrictions on certain types of Credit Card transactions, including transaction refusal, at some point-of-sale terminals or other devices installed by the Merchants.

#### **Payments for Goods and Services**

6.18. The Customer can buy goods and services using the Credit Card at various point-of-sale terminals or other devices installed by the Merchants authorized to accept Citibank Credit Cards as payment.

#### **7. Equal Payment Plan**

The purpose of the Equal Payment Plan ("EPP") is to enable the Customer to purchase selected goods and services, as offered by the Merchants in accordance with a list to be determined from time to time by Citibank, using the Credit Card's available limit and pay the purchase amount in equal monthly installments as provided by this Section 7.

##### **Eligibility**

7.1. Citibank may allow the Customer to have the benefit of EPP provided that the Credit Card is used in accordance with Citibank rules. EPP is available for both the primary and supplementary Credit Cards.

##### **EPP Transactions**

7.2. EPP will be available both for certain goods and services as offered by the Merchants in accordance with a list to be determined from time to time by Citibank, and for the Outstanding Balance. Each EPP Transaction will accrue interest.

7.3. The qualifying Merchants, the selected goods and services offered by them, the applicable interest rate, and the number of monthly installments to be paid for each good or service (the "EPP Term"), will be determined by Citibank from time to time and communicated by Citibank and/or the relevant Merchant to the Customer (the "Offer"). The interest rate and the EPP Term may vary from one Offer to another. Citibank may set in each particular Offer a minimum amount of purchase that qualifies for an EPP Transaction.

7.4. Citibank will confirm the conduct of a transaction as that of an EPP Transaction provided that the amount of the transaction is within the available limit and that the Credit Card is used in accordance with Citibank rules and regulations effective as at the date of the transaction.

7.5. The Customer can make an EPP Transaction by simply purchasing with the Credit Card from the qualifying Merchant, provided that the Customer informs such Merchant of his/her intention to make the EPP Transaction before the purchase.

7.6. Citibank may allow the Customer to change any Non-EPP Transaction and/or the Outstanding Balance to an EPP Transaction before the Payment Date indicated on the Credit Card Statement covering such transaction. Citibank may also allow the Customer to change several Non-EPP Transactions to an EPP Transaction before the Payment Date indicated on the Credit Card Statement covering the earliest Non-EPP Transaction to be changed to the EPP Transaction. The Customer can change one or more Non-EPP Transactions to an EPP Transaction by requesting Citibank to apply EPP to such transaction(s) via CitiPhone or Citibank Online, or otherwise as may be determined by Citibank. Citibank may allow the Customer to change his/her transaction pertaining to the transfer of funds from the Account into a third party account or the Customer's account at another bank to an EPP Transaction. Such change request may be made simultaneously with the Customer's funds transfer instruction via Citibank Online or CitiPhone. By requesting to change his/her transaction pertaining to the transfer of funds from the Account into a third party account or the Customer's account at another bank to an EPP Transaction, the Customer confirms the interest rate and the EPP Term set out in the relevant Offer. In the event Citibank confirms the transaction as being an EPP Transaction, the transaction details and the applicable interest rate and EPP Term will be shown on the Credit Card Statement.

7.7. Citibank may allow the Customer to change the whole Outstanding Balance to an EPP Transaction via CitiPhone or otherwise as may be determined by Citibank.

7.8. Citibank may allow the Customer to avail him/herself of its Loan on Phone service via CitiPhone or otherwise as may be determined by Citibank. As part of the Loan on Phone service, the Customer may carry out a transaction pertaining to the transfer of funds from the Account into his/her other Citibank account and change such transaction to an EPP Transaction. Where an EPP Transaction booked within Loan on Phone is carried out, the available cash withdrawal limit is reduced by the amount outstanding on such transaction. By requesting Loan on Phone the Customer confirms the interest rate and the EPP Term set out in the relevant Offer. In the event Citibank confirms Loan on Phone, the transaction details and the applicable interest rate and EPP Term will be shown on the Credit Card Statement.

7.9. Citibank may allow the Customer to avail him/herself of its Advanced Loan on Phone service via CitiPhone or otherwise as may be determined by Citibank. As part of the Advanced Loan on Phone service, the Customer may carry out a transaction pertaining to the transfer of funds from the Account into his/her other Citibank account, a third party account or the Customer's account at another bank and change such transaction to an EPP Transaction. If Advanced Loan on Phone is booked, the credit limit will be increased by the amount of such EPP Transaction debt. Advanced Loan on Phone will not result in a decrease in the available limit. By requesting Advanced Loan on Phone the Customer confirms the interest rate and the EPP Term set out in the relevant Offer. In the event Citibank confirms Advanced Loan on Phone, the transaction details and the applicable interest rate and EPP Term will be shown on the Credit Card Statement.

##### **EPP Monthly Installments**

7.10. A monthly amount payable by the Customer to Citibank under an EPP Transaction (an "EPP Monthly Installment") will be calculated by dividing the price of the EPP Transaction by the EPP Term.

The price of the EPP Transaction represents the portion of the purchase price of goods or services paid with the Credit Card plus the interest accrued on that portion of the purchase price for the EPP Term. Each EPP Monthly Installment will be included in the Minimum Payment Amount on a monthly basis starting from the Credit Card Statement date immediately following the purchase date.

7.11. At the Customer's request, Citibank may reduce, or allow the Customer to extend, the EPP Term and charge a request processing fee set out in the Tariffs to the Account, thereby increasing the Outstanding Balance.

7.12. The Customer may prepay his/her EPP Transaction debt, in part or in full, at any time. For the purpose of full or partial prepayment, the Customer must change his/her EPP Transaction to a Non-EPP Transaction by the amount of such full or partial prepayment, by making an appropriate request via CitiPhone or otherwise as may be determined by Citibank. The EPP Transaction debt will be reduced by the amount of full or partial prepayment, and the amount of full or partial prepayment will be carried as a Non-EPP Transaction debt, which may be repaid in accordance with these Terms and Conditions. Citibank may charge a request processing fee set out in the Tariffs to the Account, thereby increasing the Outstanding Balance.

##### **Products Liability**

7.13. Citibank will not be liable for any damage or loss incurred by the Customer due to the purchase, installation, use or otherwise of the goods and/or services acquired under an EPP Transaction, except for negligence or breach of statutory or other duty on the part of Citibank; nor will Citibank be liable for the quality of the acquired goods and/or services. Any complaint as to the quality of the goods purchased or services provided under an EPP Transaction shall be referred to the relevant manufacturer or Merchant, and no such complaint shall affect the Customer's obligation to make the EPP Monthly Installments.

##### **Modifications, Additions and Cancellation**

7.14. Citibank may, at any time and without prior notice or liability to the Customer, terminate EPP or cancel, modify, add to or delete any of the provisions of this Section 7. Such termination or modification, however, shall not affect the transactions carried out by the Customer and accepted by Citibank as being the EPP Transactions before such termination or modification.

7.15. Citibank reserves the right to suspend or disqualify any Customer from participation in EPP if Citibank decides that the Customer has committed a breach of the Agreement. Such suspension or disqualification shall not lead to the termination of the transactions already carried out by the Customer and accepted by the Citibank as being the EPP Transactions before such decision. If the Customer is past due on EPP Monthly Installments or incurs a debit in excess of the available limit, Citibank may discontinue EPP for the Customer and change the status of all EPP Transactions carried out by the Customer and confirmed by Citibank to that of Non-EPP Transactions, and the debt will henceforth accrue interest and be paid off in the manner specified for Non-EPP Transactions.

7.16. Citibank may refuse to accept any Customer transaction as being an EPP Transaction without giving a reason.

7.17. Citibank may allow the Customer a postponement of a scheduled EPP Monthly Installment under any EPP Transaction until the next scheduled EPP Monthly Installment (the "Postponement") and shall not charge the Customer a late payment fee for the period of the Postponement. To obtain the Postponement, the Customer needs to make an appropriate request via CitiPhone. If such request is approved by Citibank, the scheduled EPP Monthly Installment shall not be payable by the Customer to Citibank, and Citibank shall reschedule the payment of interest (without changing the amount of interest) and principal so that the amount of interest payable on the due date of the next EPP Monthly Installment is equal to the interest accrued on the unpaid portion of the price of the EPP Transaction from the date of the last EPP Monthly Installment effected by the Customer up to the date of the new EPP Monthly Installment, and the EPP Term shall be extended by the period of the Postponement granted by Citibank. The Customer shall be obliged to pay interest accrued over the period of the Postponement with the relevant EPP Monthly Installment that follows the period of the Postponement, and the EPP Term shall be extended by the number of the Postponement periods approved by Citibank. In the event the Customer prepays the price of the EPP Transaction in relation to which the Postponement has been granted by Citibank, the Customer shall be obliged to pay interest accrued over the duration of the Postponements allowed by Citibank. The number of the Postponements that may be allowed by Citibank shall not be more than two (2), and Citibank may refuse to allow the Postponement without giving a reason.

##### **Exemption from Liability**

7.18. For the avoidance of doubt and without prejudice to the provisions of Section 17, Citibank shall not be liable for the non-performance or improper performance of its obligations under this Section 7 directly or indirectly resulting from the malfunction of any machinery, device or communication system, or anything outside the control of Citibank, including a delay for any reason in the transmission of an EPP Transaction confirmation to Citibank by a Merchant or any other third party.

##### **EPP Disputes**

7.19. Citibank's decision regarding any dispute arising in connection with EPP or this Section 7 shall be final and binding.

##### **8. CitiPhone®**

CitiPhone is the Citibank telephone banking system which enables the Customer to carry out certain banking transactions over the phone (through a CitiPhone operator or an automatic voice response system) 24 hours a day\*. Citibank reserves the right to change the set of services provided to the Customer by means of CitiPhone and/or completely discontinue the service with or without prior notice to the Customer, at any time at its sole discretion.

8.1. The Customer may access CitiPhone services over the phone using his/her Credit Card and TPIN. The Customer agrees that the use of his/her Credit Card number and TPIN will constitute valid and sufficient confirmation of the Customer's identity and authority to carry out transactions in respect of the Account by means of CitiPhone.

8.2. The Customer may use CitiPhone to carry out certain transactions in respect of the Account, obtain Credit Card information and information on available Citibank products, services and rates, report lost or stolen Credit Cards, and use other services provided from time to time by Citibank.

8.3. The Customer agrees that Citibank will not be responsible for any failure, instability or interruption of service due to any malfunction of the equipment, power supply systems and/or communication lines or networks supplied, provided, operated and/or maintained by third parties. The Customer further

\* The system may be temporarily unavailable during maintenance.

agrees that Citibank will not be responsible for any losses incurred by the Customer in relation to his/her use of CitiPhone (including losses caused by wrongful acts or omissions of third parties), unless such losses are directly caused by wrongful acts or omissions of Citibank acting willfully or grossly negligently.

8.4. The Customer consents to the transmission of instructions, orders and/or other information over telephone lines (including mobile and other telecommunications) understanding that telephone lines may not always be a secure communication channel and being aware of the risks associated with a potential breach of confidentiality and other risks inherent in the use of such lines.

#### 9. Citibank Online™

Citibank Online is the Citibank Internet banking system which enables the Customer to carry out certain banking transactions and access certain Citibank banking services over the Internet 24 hours a day\*. Citibank Online is a supplementary service, and Citibank reserves the right to change the set of services provided to the Customer by means of Citibank Online or completely discontinue the service with or without prior notice to the Customer, at any time at its sole discretion.

9.1. The Customer may access Citibank Online services using a computer and/or mobile phone with access to the Internet. To access Citibank Online, the Customer must create a User Name and a Password following the instructions published on Citibank's website at [www.citibank.ru](http://www.citibank.ru). Requirements concerning the equipment and software required for the use of Citibank Online are indicated on the above website.

9.2. The Customer agrees that the input of the User Name and Password created by the Customer when signing on to Citibank Online will constitute valid and sufficient confirmation of the Customer's identity for the purpose of executing his/her transaction instructions in respect of the Account and accessing other services made available through the use of Citibank Online.

9.3. The Customer agrees that Citibank will not be responsible for any failure, instability or interruption of Citibank Online service due to any malfunction of the equipment, power supply systems and/or communication lines or networks supplied, provided, operated and/or maintained by third parties. The Customer further agrees that Citibank will not be responsible for any losses incurred by the Customer in relation to his/her use of Citibank Online (including losses caused by wrongful acts or omissions of third parties), unless such losses are directly caused by wrongful acts or omissions of Citibank acting willfully or grossly negligently.

9.4. Due to the fact that the Internet and mobile telecommunications are not absolutely secure communication channels, the Customer confirms that he/she understands and accepts all risks associated with a possible security breach in the transmission of any instructions and information with the use of Internet / mobile telecommunication technologies.

#### 10. Credit Card Statement

10.1. Citibank will send a Credit Card statement (the "Credit Card Statement") or a notification of the availability of the Credit Card Statement for viewing in Citibank Online (the "Notification of Statement Availability") to the Customer on a monthly basis. The Credit Card Statement will contain information on the available limit and the Outstanding Balance as of the Credit Card Statement date and information on all transactions in respect of the Account for the relevant period, the Minimum Payment Amount, the amount which the Customer may pay in accordance with paragraphs 2.6 or 2.7 (if the Customer has been allowed an opportunity not to repay the Minimum Payment Amount), and the Payment Date. For the Customer's convenience, the Credit Card Statement will show the amount of positive balance in the Account as a negative amount of the Outstanding Balance.

10.2. Citibank will send the Credit Card Statement to the mailing address as indicated by the Customer. The Credit Card Statement may be sent to the Customer by mail, registered mail, courier or such other means as may be determined by Citibank. The Customer may at any time change his/her mailing address at Citibank branches or through Citibank Online and CitiPhone.

10.3. Citibank may at any time discontinue sending Credit Card Statements to the Customer's mailing address, and Notifications of Statement Availability will be sent to the Customer's e-mail address and/or mobile phone number. Upon receipt of the Notification of Statement Availability, the Customer is obligated to obtain the Credit Card Statement from Citibank branches or through Citibank Online and/or CitiPhone.

10.4. The Customer agrees to carefully check the Credit Card Statement and notify Citibank of any errors, discrepancies, or questions concerning the information contained in the Credit Card Statement, within fourteen (14) days of its despatch by Citibank or of receipt of the Notification of Statement Availability. If Citibank does not receive such notice from the Customer within the above 14-day period, the Customer shall be deemed to have accepted and agreed with all information contained in the Credit Card Statement. Having failed to receive the Credit Card Statement and/or the Notification of Statement Availability, the Customer shall contact Citibank to find out the Minimum Payment Amount and the Payment Date.

#### Citibank Alerting Service

10.5. Citibank Alerting Service enables the Customer to receive information on the Credit Card and the Account transactions (a Credit Card report) sent to his/her mobile phone number or e-mail address. Citibank reserves the right to change the set of services in relation to the Credit Card report communicated to the Customer by means of Citibank Alerting Service and/or completely discontinue the service with or without prior notice to the Customer, at any time at its sole discretion.

10.6. The Customer may register for Citibank Alerting Service through Citibank Online or CitiPhone and select any of the available services. Citibank Alerting Service will automatically send Credit Card and/or Account transaction information to the mobile phone number or e-mail address indicated by the Customer in the format of SMS or e-mail messages as the Customer elects. (It is the Customer's responsibility to ensure that his/her mobile phone supports the SMS function and that the Customer is subscribed to the SMS service provided by his/her mobile operator. The Customer understands that mobile operators may charge a fee for transmitting SMS messages and that settlements with the mobile operator will be the Customer's responsibility.) The Customer may cancel any Citibank Alerting Service through Citibank Online or CitiPhone at any time.

10.7. The Customer agrees that Citibank will not be responsible for any failure, instability or interruption of service due to any malfunction of the equipment, power supply systems and/or communication lines or networks supplied, provided, operated and/or maintained by third parties. The Customer further agrees that Citibank will not be responsible for any losses incurred by the Customer in relation to his/her use of Citibank Alerting Service (including losses caused by wrongful acts or omissions of third parties), unless such losses are directly caused by wrongful acts or omissions of Citibank acting willfully or grossly negligently.

\* The system may be temporarily unavailable during maintenance.

#### 11. Payment of Fees

The Customer undertakes to pay Citibank all applicable Credit Card service Fees as set out in the Tariffs. The Customer agrees that Citibank will charge all Fees to the Account (thereby increasing the Outstanding Balance) on the relevant dates without any further instruction or order from the Customer, and the Customer hereby authorizes Citibank to make such charges to his/her Account (even if the amount thereof exceeds the available limit).

#### 12. Set-off

12.1. The Customer agrees that Citibank may use any positive balance in the Customer's accounts with Citibank (irrespective of the currency of such account(s)) to offset any monetary obligations of the Customer to Citibank outstanding under this Agreement or under any other agreements or arrangements that have given rise to such monetary obligations of the Customer to Citibank. For this purpose, the Customer hereby authorizes Citibank to convert any amounts held in the Customer's accounts in any currency into the currency of the Customer's outstanding obligation to Citibank at Citibank's exchange rate applicable on the date of such conversion.

12.2. The Customer agrees that any and all of the Customer's securities, financial instruments and other assets held or deposited with Citibank (acting in its capacity as custodian, broker, agent or otherwise) will serve as security for any of the Customer's obligations to Citibank. The Customer hereby authorizes Citibank to sell (or otherwise dispose of) any of the above assets at their fair market price (or, if no fair market price is available, at a price deemed reasonable by Citibank) and apply the proceeds towards the Customer's outstanding obligations to Citibank.

#### 13. Verification, Monitoring and Recording

The Customer confirms that all information provided by the Customer to Citibank in connection with the Agreement is true and correct in all respects and undertakes to promptly notify Citibank of any changes in the information provided by the Customer to Citibank. The Customer agrees that Citibank may verify any information provided by the Customer to Citibank and authorizes Citibank to conduct any such verifications.

13.1. The Customer agrees that Citibank may conduct video and electronic monitoring and telephone recording on its premises for the purposes of security and proper customer service without further notice to the Customer or his/her authorized representatives (and it is the Customer's responsibility to notify his/her authorized representatives that Citibank may conduct such monitoring and recording). The Customer further agrees that telephone, video and electronic records may be used as evidence in any proceedings.

13.2. The Customer agrees that all conversations and communications between the Customer and a Citibank representative over CitiPhone will be recorded by Citibank for the purposes of security and proper customer service, and that such records may be used as evidence in any proceedings.

#### 14. Compliance with Law

14.1. The Customer understands that all transactions and services provided by Citibank to the Customer are governed by applicable Russian laws and regulations. (Certain types of transactions may also be governed by the laws and regulations of foreign countries where such transactions are effected, initiated or processed). Under applicable laws and regulations, Citibank may be charged with a number of control responsibilities in relation to certain types of Customer transactions (e.g. foreign currency transactions, cash transactions, and possibly suspicious transactions) and a duty to disclose information regarding Customer accounts and transactions to various government and law enforcement agencies. For this purpose, Citibank may, from time to time, request the Customer to provide various documents and/or written explanations, and the Customer agrees to do so upon Citibank's request.

14.2. The Customer agrees that if, in the opinion of Citibank, the performance of any transaction in respect of the Customer's account may result in a breach of applicable laws and regulations, Citibank may refuse to perform or suspend the performance of the transaction until such time as the Customer provides to Citibank's satisfaction such documents or other information as may be requested by Citibank in connection with the Customer's transaction.

#### 15. Settlement of Disputes

15.1. Notwithstanding that Citibank will strive to ensure that all transactions are carried out in compliance with the Agreement, disputes and differences may arise for various reasons (e.g. communication of inaccurate or incomplete information by the Customer, data processing errors) and the parties undertake to settle such disputes and differences through amicable negotiation.

15.2. In the event the Customer discovers any disputable situation associated with the Account, the Customer shall immediately notify Citibank thereof through a CitiPhone operator. If a disputable situation can not be resolved by a CitiPhone operator, the CitiPhone operator may request the Customer to submit a written statement of such disputable situation to a Citibank branch. Citibank undertakes to promptly present such written statement for consideration by a dedicated Citibank officer. The Customer may contact Citibank to obtain information regarding the current status of his/her written statement through a CitiPhone representative at any time.

15.3. Citibank will use its best endeavors to settle the existing disputable situation and will inform the Customer in writing of the results of its investigation within ninety (90) days of receipt of the Customer's written statement. Citibank may ask to meet the Customer in person in order to settle the disputable situation. Where necessary, Citibank may involve a special expert with relevant knowledge and expertise (whether or not employed by Citibank) in order to settle the disputable situation.

15.4. If a disputable situation is not settled by the parties within ninety (90) days of its discovery, the parties will refer the matter to court as described below.

#### 16. Term and Termination

16.1. The Agreement is made for a period of one (1) year and will be automatically renewed for another year thereafter, unless Citibank gives the Customer a prior written notice of termination.

16.2. The Customer may at any time terminate the Agreement by giving written notice to Citibank and instructing Citibank to transfer the positive balance in the Account to an account at Citibank or another bank or financial institution.

16.3. The Agreement will terminate in the event Citibank cancels the credit limit or the available limit established for the Customer. In this case, Citibank will give the Customer a written notice of credit or available limit cancellation, and the Agreement will terminate on the date specified by Citibank in such notice.

16.4. In the event the Agreement is terminated for whatever reason:

(a) the Account will be closed;

(b) the Credit Card issued to the Customer (and any supplementary Credit Cards) will be blocked and revoked;

(c) any EPP Transaction will become a Non-EPP Transaction and the Outstanding Balance under such transaction will immediately become due and payable by the Customer; and

(d) the whole Outstanding Balance will immediately become due and payable by the Customer.

16.5. Citibank will return to the Customer any positive balance held in the Account (less the amount of any debt owed by the Customer to Citibank at that time) by transferring such funds to an account at Citibank or another bank or financial institution in accordance with the Customer's instruction. If Citibank has not received from the Customer such instruction by the time of the Account closure, Citibank may return the funds, if any, to the Customer by means of:

(a) transfer to a Citibank account (if any) or to a branch of Sberbank of Russia (or its successor) for holding as demand deposit in the Customer's name; or

(b) wire or postal transfer in the Customer's name to the mailing address indicated by the Customer.

The Customer agrees that Citibank's obligation to repay the funds to the Customer upon termination of the Agreement will be duly discharged by making one of the above transfers. (Citibank may withhold expenses related to such transfers).

If the positive balance in the Account (less the amount of any debt owed by the Customer to Citibank) has not been repaid to the Customer by any of the means referred to above in this paragraph, the Customer may receive the funds, if any, at any Citibank branch against a written request.

16.6. Except as expressly stated in the Agreement, the termination of the Agreement for whatever reason shall not in any way affect or change the Customer's obligations to Citibank that arose prior to such termination and remain outstanding as at the termination date, nor shall it affect or change the rights and remedies granted to Citibank under the Agreement with respect to any of the Customer's obligations that arose prior to such termination and remain outstanding as at the termination date.

#### 17. Miscellaneous

17.1. Citibank will not be responsible for any non-performance or improper performance of its obligations under the Agreement, if it is unable to perform such obligations or encounters difficulties in their performance or timely performance due to the occurrence of force majeure events, including but not limited to the promulgation or a change in the interpretation or application of any laws, regulations, decisions, etc. by governmental or municipal authorities of the Russian Federation or other countries, the Central Bank of the Russian Federation or central (national) banks of other countries (including restrictions on currency convertibility or transferability), which would make the performance of obligations by Citibank hereunder illegal or unlawful, as well as sabotage, fire, flood, explosion, natural calamity, civil commotion, strike or industrial action of any kind, riot, insurrection, war or act of government, or any other events beyond the reasonable control of Citibank (the "Force Majeure Events"). Unless the parties otherwise agree in writing, upon the occurrence of Force Majeure Events Citibank may suspend the performance of its obligations under the Agreement affected by the Force Majeure Events until such Force Majeure Events cease to exist.

17.2. The Customer may not assign, transfer or otherwise dispose of, or attempt to assign, transfer or otherwise dispose of, any of its rights or obligations under the Agreement without Citibank's prior written consent. Any assignment, transfer or other disposal by the Customer of its rights or obligations under the Agreement without Citibank's prior written consent shall be void. Citibank may assign, transfer or otherwise dispose of any of its rights under the Agreement to any third party without the Customer's consent. For the purposes of such assignment, transfer or other disposal, Citibank may disclose to any actual or prospective assignee or any other person such information about the Customer as Citibank may consider appropriate.

17.3. The Customer agrees that Citibank may at any time unilaterally modify or amend the Agreement (including the Tariffs), except where such modifications or amendments increase the interest rate or raise the existing or impose new transaction fees in the Tariffs.

Modifications or amendments to the Terms and Conditions and/or the Tariffs, except those changing the existing or imposing new tariffs which affect the total cost of credit, and/or increasing the interest rate or raising the existing or imposing new transaction fees, shall become effective no earlier than thirty (30) days after publication of the new version of the Terms and Conditions and/or the Tariffs on Citibank's website at [www.citibank.ru](http://www.citibank.ru). Citibank shall, on an annual basis, send a written notice of all modifications and amendments for the period elapsed to the mailing address provided by the Customer.

Modifications or amendments to the Agreement made in relation to the tariffs which affect the total cost of credit, except those increasing the interest rate or raising the existing or imposing new transaction fees, shall become effective thirty (30) days after the date of Citibank's written notice sent to the mailing address provided by the Customer, unless another date is specified in the notice.

Modifications or amendments to the Tariffs increasing the interest rate or raising the existing or imposing new transaction fees, shall become effective from the date of acceptance by the Customer of Citibank's written offer of such modifications or amendments. Acceptance by the Customer shall be deemed to have occurred upon any primary credit card transaction charged to the Account within the time specified in Citibank's written offer. If the Customer does not charge any transaction to the Account within the time specified in Citibank's written offer, Citibank may cancel the credit limit set for the Customer and terminate the Agreement by giving written notice of cancellation and termination.

The Customer may at any time obtain the current version of the Terms and Conditions, the Application and the Tariffs at Citibank branches or on Citibank's website at [www.citibank.ru](http://www.citibank.ru).

The parties agree that the Agreement may only be modified or amended in the above procedure and that no other documents, publications, information or advertising materials (whether written or otherwise) may modify or amend the Agreement.

17.4. Citibank's liability to the Customer will be limited to the actual documented damage incurred by the Customer as a result of wrongful acts or omissions by Citibank acting willfully or grossly negligently. Under no circumstances will Citibank be liable to the Customer for any indirect, incidental or consequential loss or damage (including lost profit) even if advised of the possibility of such loss or damage.

17.5. The Customer will be liable to Citibank for any and all losses (including lost profit), damage or costs incurred by Citibank as a result of the breach of the Agreement or applicable laws and regulations through act or omission of the Customer.

17.6. The parties agree that the Agreement may only be modified or amended as described above and that no other documents, publications, information or advertising materials (whether written or otherwise) may modify or amend the Agreement.

17.7. The Customer must regularly obtain information concerning modifications or amendments to the current version of the Terms and Conditions, the Application and the Tariffs, as described above.

17.8. The Customer acknowledges and agrees that the obligations of Citibank arising out of or in connection with the Agreement are the obligations of ZAO Citibank alone and are not the obligations of Citigroup, Inc. (USA) or any other of its affiliates and/or subsidiaries whether in Russia or abroad.

17.9. Citibank will treat information relating to the Customer as confidential, however, the Customer agrees that, for the purposes of this Agreement, Citibank may transfer and disclose any information relating to the Customer to Citibank's branches, subsidiaries, representative offices, affiliates, agents, or third parties (including any credit bureaus), at the discretion of any of them and irrespective of their location, for confidential use (including in connection with the provision of services and products, data processing, statistical accounting, and risk management). Citibank and any of its branches, subsidiaries, representative offices, affiliates, agents, or third parties, may transfer and disclose any such information as required by any decisions, orders, resolutions, rulings, writs, warrants or other documents issued by the courts, regulators or law enforcement agencies.

17.10. If any provision of the Agreement is or becomes illegal, invalid or unenforceable under any applicable law, the remaining provisions of the Agreement will continue in full force and effect.

17.11. Any failure to exercise or delay in exercising by the Customer or Citibank their rights or remedies under the Agreement will be limited to a specific instance where such failure to exercise or forbearance relate, and will not affect any further exercise of rights or remedies available to the Customer or Citibank.

17.12. The Agreement will be governed by and construed in accordance with the laws of the Russian Federation without regard to its conflict of laws rules. Subject to the provisions of Section 14 (Settlement of Disputes), any dispute, controversy or claim arising out of or in connection with the Agreement, including any dispute related to the existence, validity or termination of any relationship between Citibank and the Customer, will be referred by the parties to a court of competent jurisdiction at Citibank's location.

17.13. The Agreement may be executed by the parties in Russian and/or English but the Russian version of the Agreement shall prevail and shall be used in any proceedings.

#### 18. Third Party Services

While using Citibank services, the Customer may receive additional services, benefits and/or offers (e.g. discounts at certain hotel chains, restaurants, etc.) as may be available pursuant to agreements between Citibank and third party providers. Citibank may advise the Customer of the availability of such additional services, benefits and/or offers in such manner as Citibank deems appropriate. The Customer understands that (i) such additional services, benefits and/or offers are provided to the Customer by third parties and not by Citibank; (ii) Citibank makes no representations or warranties whatsoever as to any of such services, benefits and/or offers, or their quality, availability and continuity; and (iii) Citibank accepts no responsibility in connection with the use by the Customer of such services, benefits and/or offers as may be provided to the Customer by third parties.

## PRIVACY FOR CONSUMERS AT ZAO CITIBANK

Our goal is to maintain your trust and confidence when handling personal information about you.

### You have choices:

As a ZAO Citibank customer, you have the opportunity to make choices about how personal information about you may be shared. As you consider this, we encourage you to make choices that enable us to provide you with quality products and services that help you meet your financial needs and objectives.

### Security of personal information:

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.

**Zdenek Turek**  
**President**  
**ZAO Citibank**

If you have any questions or comments concerning Privacy for Consumers at ZAO Citibank, including if you want to remove your names from marketing lists, please call our 24-Hour CitiPhone Banking on **+7 (495) 775 75 75** (Moscow) or **+7 (812) 336 75 75** (St. Petersburg), or **+7 (800) 700 38 38** elsewhere in Russia

# EXPLANATORY NOTICE

## For A Person Insured Under Citi Insurance Of A Credit Cardholder Against Personal Accidents And Illnesses

You will be deemed an Insured Person if you have consented to become the Insured Person under the Contract of Credit Cardholder Insurance Against Personal Accidents and Illnesses (the "Insurance Contract") between ZAO Citibank as the Insurant ("Citibank") and OOO "Strakhovaya Kompaniya "CIV Life" (the Insurer), in relation to Citi Insurance of a Credit Cardholder Against Personal Accidents and Illnesses Option 1 ("Option 1") or Citi Insurance of a Credit Cardholder Against Personal Accidents and Illnesses Option 2 ("Option 2"), or Citi Insurance of a Credit Cardholder Against Personal Accidents and Illnesses Option 3 ("Option 3").

Your participation in the insurance program is voluntary and will have no effect on the bank's credit card decision or your credit limit. Participation is open to Citibank primary credit card holders aged from 20 to 59, who, at the date of consenting to become the Insured Person, did not belong to disability group 1 or 2, had not received inpatient treatment within the previous 12 months and had no chronic illnesses. Chronic illnesses are deemed to include a stroke, a myocardial infarction, a third-stage cardiac insufficiency, a liver cirrhosis, a terminal renal insufficiency, a hepatitis C infection, malignant blood diseases, and oncological diseases. People with chronic illnesses also include those suffering from AIDS or HIV, mental health problems, and the legally disabled.

If a person other than that who meets the above criteria is stated as the Insured Person, the events that happen to such person will not be deemed the insured events, such person will discontinue to be the Insured Person on the date when the Insurer becomes aware of the circumstances, and the insurance program participation fee paid under the Insurance Contract in relation to such Insured Person will not be refunded.

If you have not applied for Citi Insurance of a Credit Cardholder Against Personal Accidents and Illnesses in your Credit Card Application, you can learn about how to become the Insured Person or get any additional information by calling **24-Hour CitiPhone Banking** on **+7 (495) 775 75 75** in Moscow or **+7 (812) 336 75 75** in St. Petersburg, or **+7 (800) 700 38 38** elsewhere in Russia, or by visiting any Citibank branch. You can take out insurance under **Option 1**. **Option 2** is only available to customers who consented to become the Insured Person before July 1, 2010. **Option 3** is subject to Citibank's special offer.

### INSURANCE PROTECTION

#### Option 1 provides insurance against the following risks:

1. Temporary disability of the Insured Person due to an accident or illness;
2. Permanent disability of the Insured Person due to an accident or illness, resultant in him/her being certified as belonging to disability group 1 or 2 (nonworking);
3. Death of the Insured Person due to an accident or illness.

#### Option 2 provides insurance in the event of the Insured Person's death due to an accident or illness.

#### Option 3 provides insurance against the following risks:

1. Temporary disability of the Insured Person due to an accident or illness;
2. Permanent disability of the Insured Person due to an accident or illness, resultant in him/her being certified as belonging to disability group 1 or 2 (nonworking).

### AMOUNT OF INSURANCE COVERAGE

The amount of insurance coverage will be established depending on your credit card principal within the range up to RUB 600,000 and applied towards the repayment of your credit card principal.

#### INSURANCE MONEY WILL BE PAID AS FOLLOWS:

- **100%** of the insurance coverage established in the amount of the Insured Person's credit card principal on the date of occurrence of the insured event (death or disability group 1 or 2 (nonworking)). If the death or permanent full disability of the Insured Person were preceded by temporary full disability of the Insured Person and both events resulted from one and the same cause (an accident or illness), the insurance payout will be made less the amount earlier paid for such temporary disability;
- **0.333%** of the insurance coverage established in the amount of the Insured Person's credit card principal on the date of occurrence of the insured event for each day of temporary disability starting from the 31st day of disability which has lasted continuously since the 1st day of temporary disability. A monthly payout will not exceed 10% of the Insured Person's average credit card principal for the last three (3) months (as at the statement date) preceding the occurrence of the insured event.

If an insured event occurs before the payment of the next premium due from the Insurant, the Insurer may, when determining the amount of the insurance payout, deduct the outstanding premium from such amount.

Insurance payouts in relation to all insured events that have occurred will be made within the established insurance coverage only after all the necessary documents relevant to the insured event have been provided and a favorable decision has been made by the Insurer. Insurance payouts will be made regardless of any other insurance programs and benefits.

### ONCE AN INSURED EVENT HAS OCCURRED, YOU OR YOUR RELATIVES MUST DO THE FOLLOWING:

- Inform Citibank thereof within thirty (30) days of becoming aware of the occurrence of the insured event by calling **24-Hour CitiPhone Banking** on **+7 (495) 775 75 75** in Moscow or **+7 (812) 336 75 75** in St. Petersburg, or **+7 (800) 200 38 38** elsewhere in Russia, or by calling OOO "Strakhovaya Kompaniya "CIV Life" on its hotline number **+7 (495) 967 9 267** in Moscow;
- Provide the insurance company or any Citibank branch with documents as required for the payment of insurance money.

Insurance payout will be made within ten (10) calendar days of receipt of all necessary documents and issue of the insurance act by the Insurer by transferring funds to the account indicated by the Beneficiary. Insurance payout may, however, be postponed under applicable law if any additional check is called for or a criminal action or judicial proceedings have commenced, until such time as such check, criminal investigation or judicial proceedings are completed, or until the removal of other obstacles that prevent the payout from being made.

### COST OF INSURANCE

If you are insured under **Option 1**, your credit card account will be debited on a monthly basis for the bank's costs associated with the insurance program in the amount of **0.79%** (including VAT) of the credit card principal as at the statement date. If you are insured under **Option 2** or **Option 3**, your credit card account will be debited on a monthly basis for the bank's costs associated with the insurance program in the amount of **0.54%** (including VAT) of the credit card principal as at the statement date. If your credit card principal as at the statement date is equal to zero, you will be charged nothing.

### OPERATION OF THE INSURANCE PROGRAM

The insurance program will become operational on the **first day** of the calendar month following the first insurance charge. The program will continue in relation to the Insured Person throughout the validity period of his/her Citibank credit card, provided that payments for participation in the program are made within the time as specified by Citibank.

The insurance program may be prematurely terminated in relation to the Insured Person for the following reasons:

- Permanent disability or death of the Insured Person due to an accident or illness, and discharge of insurance payout obligations, or refusal to make insurance payout, by the Insurer;
- The Insured Person has reached 60 years of age;
- Refusal to be the Insured Person under the insurance program. You may refuse to be the Insured Person by completing a form at any Citibank branch or by calling **24-Hour CitiPhone Banking** on **+7 (495) 775 75 75** in Moscow or **+7 (812) 336 75 75** in St. Petersburg, or **+7 (800) 700 38 38** elsewhere in Russia. If you cancel your insurance within the first thirty (30) days of the commencement of the insurance program, the insurance program participation fee will not be charged, or, if it has been paid, will be refunded, unless an insured event has occurred;
- Failure by the Insured Person to make a regular payment under the insurance program in the manner and within the time specified by Citibank. Insurance protection in relation to the Insured Person will discontinue from the 1st day of the month following the month in which such payment was not made.

### KEY DEFINITIONS AND EXCLUSIONS

"**Accident**" means a sudden external event of a short duration that is not caused by illness or medical manipulations, resulting in bodily harm or other impairments of the body's internal and external functions or death, if such event occurred during the validity of the Insurance Contract and was beyond the control of the Insured Person and/or the Beneficiary.

"**Illness**" means any impairment of health other than due to an accident, which was first diagnosed based on objective symptoms after the Insurance Contract has come into effect in relation to the Insured Person.

"**Permanent disability**" means the Insured Person's inability to do any paid work. The Insurer will only make insurance payout if permanent full disability is classified by the Medico-Social Examination Board as disability group 1 or 2 (nonworking) pursuant to RF Ministry of Health and RF Ministry of Labor and Social Development Order/Regulation # 30/1 of January 29, 1997.

Permanent disability of the Insured Person caused by an accident will be deemed an insured event if the decision of the Medico-Social Examination Board regarding the appropriate disability group is made within a year of the accident that occurred in relation to the Insured Person during the validity of the Insurance Contract and if it is proved that the disability directly results from such accident. Permanent full disability will be deemed an insured event if such disability is caused by an accident or illness that occurred during the validity of the Insurance

Contract, continues for no less than three (3) consecutive months after its occurrence and by the end of such period there are sufficient grounds to believe that the Insured Person will not be able to provide for himself throughout his life by engaging in any activity.

**"Temporary disability"** means such state of the Insured Person's health of reversible nature when he has lost the ability to do any work. Temporary disability will be deemed an insured event if such disability is caused by an accident or illness that occurred in relation to the Insured Person during the validity of the Insurance Contract, continues for no less than thirty (30) consecutive days after its occurrence and by the end of such period there are sufficient grounds to believe that the Insured Person is unable to perform his duties.

**"Credit card principal"** means the Insured Person's credit card debt, including interest, fees and fines accruing after the date of occurrence of the insured event, as at the date of the Insured Person's regular monthly credit card statement, for the purpose of determining the amount of insurance coverage, and as at the date of occurrence of the insured event, for the purpose of determining the amount of insurance payout. When determining the credit card principal for the purpose of insurance payout, the debt, including interest, fees and fines, accruing after the date of occurrence of the insured event will not be taken into account.

**No events will be deemed the insured events if they occur as a result of the following:**

- Willful acts of the Insured Person or the Beneficiary;
- Suicide or attempted suicide of the Insured Person, except where the Insured Person has been caused to commit suicide by wrongful acts of third parties or if by that time the Insurance Contract has been in effect in relation to the Insured Person for more than two (2) years;
- War, intervention, military actions of foreign troops, armed clashes, other similar or like events (regardless of whether or not war has been declared), civil war, mutiny, putsch, other civil commotions that may evolve into civil or military rebellion, riot, armed or other illegal takeover of power, or any other similar event relating to the use and/or storage of arms and ammunition;
- Alcoholic poisoning of the Insured Person, or toxic or narcotic intoxication and/or poisoning of the Insured Person as a result of taking narcotics, potent or psychotropic substances and/or medicines without prescription from a properly qualified doctor;
- Willful consumption of alcohol or any of its substitutes, narcotics, psychotropic or toxic substances, and the Insured Person's behavior associated therewith, except for medicines taken in strict compliance with the prescription from a properly qualified doctor;
- Any other acts of the Insurant, the Insured Person or the Beneficiary under the Insurance Contract that are aimed at the occurrence of an insured event;
- Practicing any sport on a professional basis, including competitions and practices, as well as practicing the following sports on an amateur basis: auto/motorcycling, any horseracing, air sports, alpinism, rock-climbing, martial sports, including combat, shooting, boxing, any yachting and/or water sports, alpine skiing, speleology, any racing (except running), underwater sports;
- Participating in any flights (except as passenger on a licensed passenger flight piloted by a properly certified pilot);
- Willful crime committed or attempted by the Insurant/Insured Person or the Beneficiary, or by any other person directly or indirectly interested in the insurance payout under the Insurance Contract;
- Any harm to health caused by radiation or as a result of the use of nuclear energy;
- Driving any transport vehicle without the driver's license or under alcoholic or narcotic influence, or giving control of the vehicle to a person who has no driver's license or is under alcoholic or narcotic influence;
- Contracting AIDS or HIV infection by the Insured Person;
- Causes directly or indirectly resulting from the Insured Person's mental illness; paralysis or epileptic seizures if these are not due to an accident;
- Military service of the Insured Person in any armed forces of any country or direct involvement in military exercises, maneuvers, military equipment tests or other similar operations in the capacity of military or civil servant;
- Cosmetic surgery if performed for non-life-critical reasons;
- Diseases of which the Insured Person was aware and in respect of which the Insured Person received medical treatment or advice in the twelve (12) months immediately preceding the insurance commencement date;
- Infections caused by insect bites. Insurance will, however, cover an infection penetrating the body through wounds or other bodily injuries caused by an accident;
- The events referred to in the section Insurance Protection (**Option 1, Option 2 and Option 3**) will not be deemed the insured events if they happen to the Insured Persons

who, as at the date of consenting to become the Insured Person, were younger than 20 or older than 60 years of age, belonged to disability group 1 or 2, had received inpatient treatment within the previous 12 months or had chronic illnesses.

## DOCUMENTS REQUIRED FOR THE PAYMENT OF INSURANCE MONEY

*The following documents are required to be provided in the event of the Insured Person's death:*

- An original death certificate (or a notarized copy thereof) of the Insured Person issued by the ZAGS birth, death and marriage registrar ("ZAGS") or other competent authority;
- An official medical certificate of death (or a postmortem epicrisis) issued by the medical institution that registered the death, or other document indicating the cause and circumstances of death issued by a medical institution, ZAGS (a statement of death), or other competent authority (the original or a notarized copy);
- An excerpt from the Insured Person's medical records maintained by his/her outpatient clinic, local or otherwise, for the last five years describing general physical condition, diagnoses and their dates, treatment prescribed and received, dates of and reasons for hospital admissions, assigned disability groups or referrals to the Medico-Social Examination Board (MSE); and/or a copy of medical records (the original or a copy certified by the issuing medical institution);
- An original certificate of inheritance (or a notarized copy thereof) stating the legitimate heir's right to inherit the Contract of Credit Cardholder Insurance Against Personal Accidents and Illnesses;
- A notarized copy of the legitimate heir's passport;
- A payment request from the legitimate heir if the Insured Person consented to become the Insured Person over the phone;
- The Insured Person's credit card statement detailing the Insured Person's credit card principal on the date of occurrence of the insured event (to be provided by Citibank upon the request of the Insurer);
- A copy of application for inclusion on the insured persons list certified by the Insurant if such application was given by the Insured Person in writing (to be provided by Citibank upon the request of the Insurer).

*The following documents are required to be provided in the event of the Insured Person's permanent disability:*

- A certificate of disability group 1 or 2 issued by the Medico-Social Examination Board (MSE, formerly VTEK) (the original or a copy certified by the medical institution);
- A document setting out the cause of disability (specifying the exact name of the illness or certifying that disability is due to an accident) if the MSE certificate states the cause of disability as "general illness" or uses any other formulation of the cause of disability that does not allow to properly establish the cause of disability and/or the fact that disability is a direct result of an accident (the original or a copy certified by the issuing medical institution);
- An excerpt from the Insured Person's medical records maintained by his/her local outpatient clinic for the last five years describing general physical condition, diagnoses and their dates, treatment prescribed and received, dates of and reasons for hospital admissions, assigned disability groups or referrals to the Medico-Social Examination Board (MSE), and/or a copy of medical records (the original or a copy certified by the issuing medical institution);
- A notarized copy of the Insured Person's passport showing registration details;
- A payment request from the Insured Person if the Insured Person consented to become the Insured Person over the phone;
- The Insured Person's credit card statement detailing the Insured Person's credit card principal on the date when total permanent disability was recognized (to be provided by Citibank upon the request of the Insurer);
- A copy of application for inclusion on the insured persons list certified by the Insurant if such application was given by the Insured Person in writing (to be provided by Citibank upon the request of the Insurer).

*The following documents are required to be provided in the event of the Insured Person's temporary disability:*

- A sick list (the original or a copy certified by the medical institution or the employer of the Insured Person);
- Results of X-ray or microbiological or biochemical lab tests supporting the fact of the accident or illness (originals or copies certified by the issuing medical institution);

## EXPLANATORY NOTICE

### FOR CITIBANK BANK CARD HOLDERS INSURED UNDER THE CONTRACT OF INSURANCE AGAINST RISKS RELATING TO THE USE OF BANK CARDS BETWEEN ZAO CHARTIS AND ZAO CITIBANK № 2339N05029 DATED JANUARY 1, 2009

- Certificate from the employer confirming the Insured Person's employment as at the date of occurrence of temporary disability (original);
- A report of law enforcement bodies on the accident (the original or a certified copy) and/or a Form N-1 work accident report in the event of a job-related injury (the original or a copy certified by the employer of the Insured Person ), to be requested if necessary;
- A notarized copy of the Insured Person's passport showing registration details;
- A payment request from the Insured Person if the Insured Person consented to become the Insured Person over the phone;
- The Insured Person's credit card statement detailing the Insured Person's credit card principal for the three months up to and including the date preceding the date of occurrence of the insured event (to be provided by Citibank upon the request of the Insurer);
- A copy of application for inclusion on the insured persons list certified by the Insurant if such application was given by the Insured Person in writing (to be provided by Citibank upon the request of the Insurer).

The following additional documents must be provided if the circumstances of the insured event so require:

- A report issued by law enforcement bodies in the event of death by road accident or criminal act (the original or a copy certified by the issuing body);
- The Insured Person's birth certificate upon the request of the Insurer if it is necessary to reconfirm his/her identity (a notarized copy);
- An excerpt from medical records, or other medical documents, upon the request of the Insurer if it is necessary to obtain information about the Insured Person's state of health;
- Such other documents as are required by the Insurer to establish the fact of the insured event.

For the purpose of insurance settlement, the Insurer may also request additional documents from the Insured Person, competent authorities and medical or other institutions on its own.

To learn more about the insurance program or to provide your comments, please call **24-Hour CitiPhone Banking** on **+7 (495) 775 75 75** in Moscow or **+7 (812) 336 75 75** in St. Petersburg, or **+7 (800) 700 38 38** elsewhere in Russia, or visit any Citibank branch.

OOO "Strakhovaya Kompaniya "CIV Life" offers life, accident and illness insurance. CIV Life's major founder is Talanx AG that heads Germany's third-biggest insurance group, Talanx Group, representing a holding company consisting of insurance, reinsurance and financial services companies. Being one of the most dynamic insurance groups, Talanx Group is among Europe's 20 largest insurers. It operates in 150 countries of the world.

#### OOO "Strakhovaya Kompaniya "CIV Life"

License C № 4105 77 issued December 29, 2007 by the Federal Insurance Supervision Service of the Russian Federation

Obrucheva st., 30/1, building 1, Moscow, 117485, Russia

Tel.: +7 (495) 967 9 267, fax: +7 (495) 967 92 60

<http://www.civ-life.com>, [info@civ-life.com](mailto:info@civ-life.com)

Citi Insurance of a Credit Cardholder Against Personal Accidents and Illnesses Options 1, 2 and 3 are the programs offered by OOO "Strakhovaya Kompaniya "CIV Life". ZAO Citibank, Citigroup Inc., their affiliates, government authorities and the Russian Federation are in no way liable for its performance under the Insurance Contract. This is non-investment insurance which does not provide for a refund of insurance program participation fee for the insurance period elapsed.

You will be deemed an Insured Person if you have consented to become the Insured Person under the Contract Of Insurance Against Risks Relating To The Use Of Bank Cards between ZAO Chartis and ZAO Citibank.

If you have not applied for inclusion on the insured persons list in your bank card application, you can learn about how to become the Insured Person or get any additional information by calling **24-Hour CitiPhone Banking** on **+7 (495) 775 75 75** in Moscow or **+7 (812) 336 75 75** in St. Petersburg, or **+7 (800) 700 38 38** elsewhere in Russia, or by visiting any Citibank branch.

Your participation in the insurance program is voluntary and will have no effect on the bank's decision whether or not to issue you with a bank card. Any primary credit/debit card holder may become the Insured Person (supplementary credit/debit card holders do not qualify for participation in the insurance program).

#### 1 Definitions

**"Bank Card"** means a credit card issued to an individual who has entered into a credit card agreement with the Policyholder in accordance with the ZAO Citibank Credit Card Terms and Conditions for Consumers and/or a debit card issued to an individual who has entered into a banking services agreement with the Policyholder in accordance with the ZAO Citibank Consumer Banking Terms and Conditions.

**"Insured Card"** means a Bank Card such as Citibank MasterCard, Citibank MasterCard Gold, World MasterCard, Citibank Visa Classic or Citibank Visa Gold (a primary credit card and/or a primary debit card) held by the Insured Person.

**"Insured Person"** means an Insured Card holder referred to in the report by the Policyholder as the Insured Person.

**"Insured Account"** means the Bank Card account of the Insured Person with ZAO Citibank.

**"Third Party"** means any individual other than the Insured Person.

**"Insurer"** means ZAO "Strakhovaya kompaniya Chartis" (ZAO Chartis), license C № 3947 77 issued May 12, 2010; 16 Tverskaya st., Building 1, Moscow, 125009, Russia; tel. 7 (495) 935 89 50, fax 7 (495) 935 89 52.

**"Policyholder"** means ZAO Citibank.

**"Beneficiary"** means an Insured Person who is entitled under the Insurance Contract to receive indemnity from the Insurer upon the occurrence of an insured event.

**"Sum Insured"** means the maximum allowable amount of indemnity set forth in the Insurance Contract which the Insurer can pay for each insured event.

**"Reporting Period"** means one calendar month; the current calendar month in which the insurance premium was charged.

#### 2 Insurance cover

**2.1.** Your insurance covers:

**2.1.1.** Financial losses resulting from the fraudulent use of your lost or stolen Insured Card by any Third Parties between the moment of the loss or theft of the Insured Card and the moment such loss or theft is reported to ZAO Citibank and the card is blocked in the procedure set out in the ZAO Citibank Credit Card Terms and Conditions for Consumers or the ZAO Citibank Consumer Banking Terms and Conditions ("**Fraudulent Use**").

Duration of the cover – **no more than 72 hours prior to the blocking of the Insured Card**, but no earlier than the moment of its loss or theft.

**2.1.2.** Financial losses incurred by the Insured Person as a result of (1) open theft, including with the use of non-life- or health-threatening force, or threat thereof; (2) theft as a result of an assault, including with the use of life- or health-threatening force, or threat thereof, when withdrawing cash with the Insured Card from Citibank ATMs/branches or ATMs/branches of other banks ("**Robbery Following Withdrawal of Cash**").

Duration of the cover – **two (2) hours** from the moment of cash withdrawal with the use of the Insured Card by the Insured Person.

**2.2.** Insurance does not cover financial losses incurred by the Insured Person as a result of the events referred to in paragraphs **2.1.1.** and **2.1.2.** above and connected with any fees,

commissions and interest charged by the bank for cash withdrawals, Insured Card account transactions, maintenance of the account or the Insured Card, use of credit, or any other payments that are not the amounts debited from the Insured Card account.

### 3 Amount of Indemnity

The maximum total amount of indemnity for all insured events (Fraudulent Use and Robbery Following Withdrawal of Cash) will be **RUB 75,000** (seventy five thousand roubles) per year per Citibank MasterCard or Citibank Visa Classic Insured Card, and **RUB 150,000** (one hundred and fifty thousand roubles) per year per World MasterCard, Citibank MasterCard Gold or Citibank Visa Gold Insured Card.

The maximum number of insured events for which the Insurer undertakes to pay indemnity will be **two (2) events per year per Insured Card**. For the purposes of the Insurance Contract, a year will commence on the date when the Insurance Contract takes effect in relation to each Insured Card of the Insured Person under **paragraph 7** below.

The amount of indemnity for each insured event will be determined by the Insurer based on the Insured Person's claim made in a free form. Insurance will be paid to the Insured Person providing he/she is in compliance with the insured event reporting procedure and deadlines set out in **paragraph 6** below.

### 4 Territory

This cover is valid worldwide.

### 5 Exclusions

**5.1.** The Insurer will not be liable if an insured event is caused by the following:

- a) effects of nuclear explosion, radiation or radioactive contamination;
- a) effects of nuclear explosion, radiation or radioactive contamination;
- b) warfare, maneuvers or other military activities;
- c) civil war, civil commotion of any kind, or strikes;
- d) deliberate act or omission by the Insured Person with the purpose to bring about the insured event;
- e) expropriation, confiscation, requisition or seizure by order of government authorities in the consignor, consignee or transit country;
- f) failure to comply with the terms and conditions of plastic card usage approved by the Policyholder;
- g) deliberate act or omission by the Insured Person's close relatives with the purpose to bring about the insured event.

**5.2.** The Insurer will not be liable for any card transactions made after the Insured Card was reported lost or stolen to the Policyholder.

**5.3.** The Insurer will not be liable for losses resulting from any transactions made after the card was blocked.

**5.4.** The Insurer will not be liable for:

- a) any loss on the Insured Card until such time as the Insured Card is delivered by the Policyholder to, or the electronic code (PIN, etc.) is received by, the Insured Person;
- b) any losses incurred by the Insured Person on card transactions other than those specified in the Insurance Contract;
- c) any losses for which the Insured Person was reimbursed by:
  - the card issuer;
  - any individual, firm or corporation that agreed to accept payment by the issuer's card;
  - any other financial institution, a card producers and issuers association, or a clearing house representing the interests of the issuer;
- e) any full, partial, direct or indirect losses incurred by the Insured Person as a result of fraudulent or otherwise unlawful activities on the part of the employees or directors of the Policyholder, acting alone or in concert with others, or on the part of entities acting in the name and on behalf of the Policyholder;
- f) any losses associated with card replacement costs, etc.;
- g) any losses that were not claimed within the term of insurance and any losses incurred before the commencement of insurance;
- h) any losses in respect of which the Insured Person is entitled to reimbursement under any other insurance contract providing cover against risks similar to those provided for by the Insurance Contract, or under any loss compensation agreement;
- i) any losses resulting from the use of the Insured Card with the purpose to guarantee cash withdrawal to pay a check or a receipt, unless it caused the debiting of the cardholder's account where the resultant losses are covered by this insurance (booking services, making deposit, guaranteeing future payments, etc.).

### 6 Insured Event Reporting Procedure and Deadlines

**6.1.** In the event of Fraudulent Use, you must do the following:

Immediately upon becoming aware of the loss or theft of the Insured Card, notify ZAO Citibank by calling **24-Hour CitiPhone Banking on +7 (495) 775 75 75** in Moscow or **+7 (812) 336 75 75** in St. Petersburg, or **+7 (800) 700 38 38** elsewhere in Russia, and block the Insured Card following the operator's instructions.

Immediately upon becoming aware of an unauthorized use of the lost or stolen Insured Card, make a report to Militia authorities (or competent authorities of the foreign state). You must obtain from the authorities a notice slip (talon-vedomleniye) or other written acknowledgement of receipt of your report.

As soon as possible, but in any event within three **(3) business days** of becoming aware of Fraudulent Use of your lost or stolen Insured Card, notify **ZAO Chartis** thereof by sending the following documents to fax number **+7 (495) 935 89 52** or to the address **ZAO Chartis, 16 Tverskaya st., Building 1, 125009, Moscow, Russia, tel. +7 (495) 935 89 50**:

- a free-form notice of unauthorized use of your lost or stolen Insured Card explaining the circumstances of the loss or theft;
- a copy of your report to Militia authorities (or competent authorities of the foreign state) concerning the theft or loss of the Insured Card and its Fraudulent Use, and the notice slip (talon-vedomleniye) acknowledging receipt of the report.

The Insurer must further be provided with the following documents:

- a copy of the Interrogation Protocol (Protokol doprosa), or a certificate (spravka) issued by the investigating officer and indicating card details and the amount of unauthorized charges to the Insured Card;
- a certified copy of the Criminal Case Initiation Form (Postanovlenie o vobuzhdenii ugolovnogogo dela) from Militia authorities;
- a certified copy of the Recognition as Civil Claimant Form (Postanovlenie o priznanii grazhdanskim litsom) from Militia authorities;
- a certified copy of the Recognition as Victim Form (Postanovlenie o priznanii potepavshim) from Militia authorities;

If the unauthorized use of your lost or stolen Insured Card occurred outside Russia, you must provide similar documents issued by competent authorities of the foreign state pursuant to its law

**6.2.** In the event of Robbery Following Withdrawal of Cash, you must do the following:

Make a report to Militia authorities (or competent authorities of the foreign state) immediately, but no **later than within 48 hours**.

As soon as possible, but in any event **within three (3) business days** of the robbery, notify **ZAO Chartis** thereof by sending the following documents to fax number **+7 (495) 935 89 52** or to the address **ZAO Chartis, 16 Tverskaya st., Building 1, 125009, Moscow, Russia, tel. +7 (495) 935 89 50**:

- a free-form notice of Robbery Following Withdrawal of Cash describing the circumstances of the robbery, the place and time of the assault, and the amount of stolen cash;
- a copy of your report to Militia authorities (or competent authorities of the foreign state) concerning the robbery, and the notice slip (talon-vedomleniye) acknowledging its receipt.

The Insurer must further be provided with the following documents:

- a copy of the Interrogation Protocol (Protokol doprosa), or a certificate (spravka) issued by the investigating officer and indicating card details, the place and time of the assault, and the amount of stolen cash;
- a certified copy of the Criminal Case Initiation Form (Postanovlenie o vobuzhdenii ugolovnogogo dela) from Militia authorities;
- a certified copy of the Recognition as Civil Claimant Form (Postanovlenie o priznanii grazhdanskim litsom) from Militia authorities;
- a certified copy of the Recognition as Victim Form (Postanovlenie o priznanii potepavshim) from Militia authorities;

If the Robbery Following Withdrawal of Cash occurred outside Russia, you must provide similar documents issued by competent authorities of the foreign state pursuant to its law.

- a copy of the Insured Card account statement indicating the date and amount of withdrawal;
- a withdrawal slip indicating the date, amount and time of withdrawal;
- a copy of medical examination report, or a written testimony about the circumstances of the robbery containing, inter alia, the date, signature, full name, date and place of birth, residential address and occupation of the witness, together with a copy of an official document confirming the identity and containing the sample signature of the witness (passport or driver's license).

**6.3.** Under no circumstances will the amount of indemnity exceed the Sum Insured or the liability limit set out in the Insurance Contract and described in this Explanatory Notice.

**6.4.** The Insurer may request the Insured Person to provide such other documents or information as may be necessary to clarify the circumstances of the incident and to make a payout. The Insurer may appoint an expert or an investigator to assess the circumstances of the claim and the amount of indemnity.

**6.5.** A claim may only be satisfied if all required documents have been collected and provided to the Insurer.

**6.6.** A payout will only be made providing the Insured Person has paid the insurance premium under paragraph 9 below.

**6.7.** The Insurer will make a payout to the Insured Person within **five (5) business days** of execution of an insurance act. The insurance act will be made by the Insurer within **ten (10) business days** of receipt of all the documents set out in the Insurance Contract and described in this Explanatory Notice.

**ATTENTION!** Notwithstanding the form of claim, any notice received at the expiration of ninety (90) calendar days after the loss or theft of the Insured Card will automatically be deemed invalid.

## **7 Commencement and Term**

Insurance in relation to each Insured Card will start on the day of receipt by ZAO Citibank of the Bank Card holder's written or verbal telephone consent to become the Insured Person under the Insurance Contract, provided that the Insured Card has been activated and is valid throughout the term of the Insurance Contract and the Insured Person has paid the insurance premium under paragraph 9 below.

If the Insurance Contract terminates before the end of the Reporting Period for which the Insured Person has paid insurance premium, the Insurer's liability in relation to the Insured Cards will continue until the end of the Reporting Period.

If an insured event occurs upon acceptance by the Policyholder of the Bank Card holder's written or verbal telephone consent to become the Insured Person under the Insurance Contract but prior to the payment of insurance premium for the Insured Card, such event will be treated by the Insurer as the insured event and the Insurer will be entitled to deduct the premium from the payout.

## **8 Beneficiary**

The Insured Person is deemed to be the Beneficiary under the Insurance Contract. Insurance proceeds will be paid into the Insured Card account at ZAO Citibank.

## **9 Reimbursement of ZAO Citibank for Expenses under the Insurance Contract**

As reimbursement of the Policyholder's expenses under the Insurance Contract for the current Reporting Period, **RUB 60.00** (in the case of Citibank MasterCard and Citibank Visa Classic) or **RUB 90.00** (in the case of Citibank MasterCard Gold, Citibank Visa Gold, World MasterCard) will be automatically charged by ZAO Citibank to the Insured Card account on a monthly basis on the account statement date (for credit cards) / on the 28th day of every month (for debit cards), in accordance with the Insured Person's instruction expressed in writing or orally over the phone when giving consent to become the Insured Person.

If the insurance premium is not paid on the above date(s), the insurance cover in relation to the Insured Person's Insured Card will cease on the first day of the Reporting Period for which the insurance premium should have been paid. The insurance cover will resume on the first day of the Reporting Period for which the insurance premium has been paid.

## **10 Cancellation of Insurance**

The Insured Person may cancel his/her insurance at any time by written notice to the Policyholder. Notice forms are available from the Policyholder's branches. The cover will cease on the first day of the Reporting Period following the day on which such notice is given.

If the Insured Person cancels his/her insurance within the first 30 days of insurance commencement, the premium will not be charged or, if it has been paid, will be refunded (unless an insured event has occurred). In all other cases the premium will not be refunded.

## **11 Subrogation**

The Insurer will be subrogated, to the extent of the compensation paid, to the Insured Person's rights of recovery against the person responsible for the loss.

## **12 Applicable Law and Jurisdiction**

This insurance is governed by applicable Russian law, and Russian courts will have jurisdiction over any disputes relating to this insurance.

## **13 Personal Data**

Pursuant to paragraph 3 of article 18 of the Federal Law "On Personal Data", the Insurer hereby informs the Insured Person of receipt of his/her personal data (full name, passport details) and

their intended use by the Insurer for the purpose of entering into and performance of the Insurance Contract, and by other organizations and companies that contribute to the performance of the Insurance Contract, if any.

Pursuant to the Federal Law "On Personal Data", the Insured Person has the right to receive information about the Insurer and other proposed users and whether or not they have the Insured Person's personal data in their possession, to familiarize him/herself with such data, to receive information about the processing of his/her personal data, and to require to update his/her personal data or to block or delete personal data that are incomplete, outdated, unreliable, illegally obtained or unnecessary for the announced purpose, and to take measures provided by law in order to protect his/her rights. A data subject may file a complaint against the Insurer's act or omission with a data protection authority or court of law.

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This insurance program is an offer of ZAO Chartis (license C #3947 77 issued May 12, 2010 by the Federal Insurance Supervisory Authority (FSSN). ZAO Citibank, Citigroup Inc. and their affiliates are in no way liable under the Insurance Contract.

This is non-investment insurance which does not provide for a refund of premium for the insurance period elapsed.

Citi never sleeps™

The Citibank logo consists of the word "citibank" in a blue, lowercase, sans-serif font. A red curved line arches over the letter "i".

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