

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

**PRIVACY FOR CONSUMERS
AT ZAO CITIBANK**

**EXPLANATORY NOTICE
TO A PERSON INSURED UNDER
CITI PROTECTION MAXIMUM**



ZAO CITIBANK CREDIT CARD TERMS AND CONDITIONS FOR CONSUMERS

This version of the Credit Card Terms and Conditions is effective from June 1st, 2015.

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 the credit card application (the "**Application**") duly completed and signed by the customer named in the Application (the "**Customer**") and Citibank, shall together constitute a credit card agreement between the Customer and Citibank (the "**Agreement**"). The Agreement shall be deemed entered into as of the date Citibank issues its Credit Card to the Customer. Where the Customer is issued with a second primary Credit Card and/or a supplementary Credit Card and is in agreement with the terms on which such card(s) is/are issued, the Agreement shall be deemed supplemented to incorporate the terms pertaining to such card(s). Where this is the case, the supplementary agreement to the Agreement shall be deemed entered into: (a) at the time Citibank accepts the Customer's offer concerning the issue of the second primary Credit Card and/or the supplementary Credit Card (i.e. at the time of card issue by Citibank) if such offer originates from the Customer; or (b) at the time the Customer activates the second primary Credit Card or the supplementary Credit Card if the offer concerning the issue of the second primary Credit Card and/or the supplementary Credit Card originates from Citibank.

1.2. The Terms and Conditions, together with the Tariffs and Citibank's other standard forms and schedules, set forth the general terms on which a credit/credit line is extended to, and is used and repaid by, the Customer. Such general terms represent the general terms of credit (the "**General Terms of Credit Agreement**") and together with the individual terms of credit agreement constitute a credit agreement (the "**Credit Agreement**"). The Terms and Conditions also govern 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. The Credit Agreement shall be deemed entered into at the time the Customer accepts the individual terms of credit agreement as provided in paragraph 2.1. below.

Certain types of related services and products may be offered by Citibank to the Customer subject to separate agreement(s) 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 specific agreements, service rules or procedures shall prevail.

1.3. The extending of any credit to the Customer shall be subject to the Credit Agreement. Citibank may refuse to enter into the Credit Agreement with the Customer without giving any reason for such refusal, unless obligated by law. Citibank may provide both unsecured and secured credit to the Customer in a manner as determined by Citibank.

2. Account and Credit Limit

2.1. To obtain credit, the Customer shall, upon familiarizing him/herself with the General Terms of Credit Agreement, provide to Citibank his/her Application and such documents as required by Citibank in order to consider the extension of credit to the Customer. Upon consideration of the Application and other documents, Citibank will determine if the Customer meets the credit acceptance criteria as established by Citibank from time to time. If Citibank, in its discretion, determines that the Customer meets such criteria, Citibank will send the Customer the individual terms of credit agreement, which, inter alia, will include the Account number. After that the Customer will have until the end of the last banking day of the 6th calendar month following the receipt of the individual terms of credit agreement to accept such individual terms of credit agreement. The Customer may indicate his/her acceptance by sending Citibank a signed copy of the individual terms of credit agreement (including via Citibank Online) or by doing other acts acknowledging his/her acceptance of the individual terms of credit agreement. For the purpose of entering into the Credit Agreement, such act is deemed to be the activation of the Credit Card. The Credit Agreement is deemed entered into as of the time of the Customer's acceptance.

Upon entering into the Credit Agreement, Citibank will open the Account for the Customer. The credit limit which Citibank may make available to the Customer (i.e. a limit up to which the Customer may borrow), the interest rate and other material terms and conditions of credit will be set out in the individual terms of credit agreement. Citibank shall not change the individual terms of credit agreement until the end of the last banking day of the 6th calendar month from the date they were sent to the Customer, unless such change is agreed by the Customer.

Citibank may, from time to time, send the Customer an offer concerning an increase or decrease in the credit limit. The Customer may indicate his/her acceptance of the offer by carrying out any Credit Card transaction within thirty (30) days of receipt of such offer. If the Customer's acceptance is not indicated within the said time, the terms of credit will continue to apply unchanged. The Customer is also entitled to notify Citibank of his/her refusal to accept Citibank's offer concerning an increase or decrease in the credit limit within the said 30-day period. If Citibank receives the Customer's notification of refusal to accept Citibank's offer concerning an increase or decrease in the credit limit, the terms of credit will continue to apply unchanged. The manner and method of notifying Citibank of refusal to accept an offer concerning an increase or decrease in the credit limit will be determined by Citibank.

If the Customer's creditworthiness is impaired (which may be evidenced by overdue payments under the Credit Agreement or any other agreement whereby Citibank loans money to the Customer, or by information that the Customer fails to perform his/her

obligations to other credit institutions received from credit bureaus or other sources), Citibank may decrease the credit limit unilaterally and shall notify the Customer accordingly.

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.

The Customer further understands that certain Credit Card transactions may result in a technical overdraft where the Customer's spend exceeds the available limit. Where this is the case, the Customer shall immediately, but in any event within three (3) business days of becoming aware of the technical overdraft, repay the overdraw amount together with any interest accrued thereon up to and including the repayment date.

2.3. Subject to the specifics set out in these Terms and Conditions, the amount of credit outstanding under each transaction (the "**Outstanding Balance**") and the amount of technical overdraft shall accrue interest at an annual rate as determined in (a) the individual terms of credit agreement – for transactions made without the equal payment plan ("**Non-EPP Transactions**"), or (b) the relevant Offer – for transactions made within the equal payment plan ("**EPP Transactions**").

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 Non-EPP Purchases is fully repaid by the Customer no later than the Payment Date (as defined below) indicated on the Credit Card Statement (as defined below), no interest shall accrue; (ii) if the amount of the Outstanding Balance relating to Non-EPP Purchases is not fully repaid by the Customer by the Payment Date indicated on the Credit Card Statement, interest (on the outstanding portion) shall accrue from the date of the origination of the Outstanding Balance in respect of such transactions until and including the date of full repayment of the portion of the Outstanding Balance that relates to such transactions. 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.

In accordance with the General Terms of Credit Agreement and/or the Tariffs, Citibank may apply penalties and charge a technical overdraft fee/interest and other fees, commissions and charges (the "**Fees**"), which will increase the Outstanding Balance.

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 follows: (a) an amount equal to five (5) percent of the total Outstanding Balance decreased by (i) the Outstanding Balance under all EPP Transactions, (ii) interest accrued for the reporting period, (iii) any outstanding penalties applied by Citibank due to the Customer's failure to perform his/her obligations under the Credit Agreement, (iv) the amount of outstanding past obligations (including but not limited to those relating to the payment of principal, interest, fees and other charges) and (v) the amount of technical overdraft (unless repaid immediately upon occurrence); increased by (b) (i) the sum of EPP Monthly Installments under all EPP Transactions, (ii) interest accrued, (iii) the amounts of outstanding past obligations (including but not limited to those relating to the payment of principal, interest, fees and other charges), (iv) the amount of technical overdraft (unless repaid immediately upon occurrence) and (v) other amounts payable by the Customer under the Credit Agreement. If the Minimum Payment Amount is not credited to the Account on or before the Payment Date, Citibank may charge a penalty as indicated in the Tariffs on the whole amount of the Outstanding Balance.

If the Customer is overdue on the repayment of the Outstanding Balance, including the Minimum Payment Amount, and/or payment of interest accrued thereon, or has the total of over sixty (60) days past due in the last one hundred and eighty (180) days, Citibank shall be entitled to declare the whole Outstanding Balance and any interest accrued due and payable and terminate the Credit Agreement. Where this is the case, the Customer shall be obligated to repay such amounts within thirty (30) days of receipt of Citibank's notice to that effect given in any manner provided by the individual terms of credit agreement.

2.6. Citibank may allow the Customer an opportunity not to repay a portion of the Minimum Payment Amount (to wit, the amount referred to as (a) in paragraph 2.5. above) or, at the discretion of the Customer, to repay it 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 Minimum Payment Amount 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 before the Payment Date. Citibank shall have sole discretion in allowing the opportunity not to pay the Minimum Payment Amount.

2.7. Any payment, transfer or cash deposit to the Account will be used by Citibank to reduce the Customer's obligations to Citibank in the following order of priority:

- (a) firstly - to reduce the overdue interest;
- (b) secondly - to reduce the overdue principal (the amount of Citibank's funds used by the Customer);
- (c) thirdly - to pay penalties.

2.8. The balance of the Customer's funds remaining after the application of the Customer's funds towards the above obligations will be used by Citibank towards the following:

- (a) payment of interest accrued for the current period of use of Citibank's funds;
- (b) repayment of principal;
- (c) discharge of other payments/fees provided by the Credit Agreement and Russian law.

If the Customer uses several credit products made available by Citibank (credit cards, consumer loans, etc.), the above order of priority will apply to each such product in the chronological order (i.e. the obligation that arises first is discharged first).

Obligations under the Credit Agreement are discharged in the same chronological order in which the rights to claim performance/demand payment arise for Citibank. If Citibank's rights of claim in relation to several amounts due from the Customer under the Credit Agreement arise at the same time, Citibank will apply the order of priority in its discretion.

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 (in an amount sufficient to pay the Customer's overdue and current obligations under the Agreement and the Credit Agreement).

2.10. No interest will accrue on an amount paid, transferred or deposited by the Customer in excess of the total Outstanding Balance (the "**Account 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 complaints from the Customer as to, such limitations or card holder identification procedures as may be established by the Merchants.

3.1. Upon entering into the Agreement, 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. The credit limit on the first primary Credit Card and the credit limit on the second primary Credit Card will together constitute the credit limit under the Credit Agreement. Activation of the second primary Credit Card by the Customer indicates his/her acceptance of the terms of the supplementary agreement to the Agreement (in relation to the issuance and 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 and the Credit Agreement (except those to be agreed by the parties in the supplementary agreement) will apply to the second primary Credit Card.

3.2. The Credit Card will be issued to the Customer at a Citibank branch or, if the Customer so wishes, will be sent to the Customer's current address provided by the Customer (or to the Customer's registered address if no current address has been provided), or to any other address agreed between Citibank and the Customer, in a manner that allows to unequivocally establish that the Credit Card is received by the Customer him/herself (or his/her representative duly authorized by a power of attorney), including by registered mail, courier service, or hand delivery by Citibank employees.

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 on Citibank's website at www.citibank.ru, in Citibank Online or 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, register in or recover access to 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 one or more 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 of application, issue and use and the 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. Any obligations arising out of the use of supplementary Credit Cards are deemed to be the obligations of the Customer. Supplementary Credit Cards will be delivered in a manner similar to that in which primary Credit Cards are delivered to the Customer and will be received by the Customer him/herself (or his/her authorized representative). The supplementary Credit Card will be delivered inactive. 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) such other transactions and services as 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. Citibank may block the Credit Card if it has sufficient grounds to believe that the Customer will be unable to properly perform his/her obligations under the Credit Agreement, which may be evidenced by any information, data and/or documents lawfully obtained by Citibank from the Customer or third parties. Such evidence may include but is not limited to a failure to perform obligations owed to Citibank, information concerning the Customer's failure to perform under any credit or loan made available by any other bank or person, or information that the Customer's total monthly payment obligations (towards principal and interest) under credits and loans made available by Citibank and any other bank or person exceed the percentage of the Customer's monthly income determined by Citibank.

3.16. If the Customer intends to use the Credit Card outside of Russia, he/she needs to notify Citibank thereof via CitiPhone and check the possibility of using the Credit Card in the country of intended use.

3.17. Due to the fact that compliance with the payment system rules (and the maintenance of Credit Cards within the framework of the rules of the relevant payment system) is obligatory for Citibank by virtue of law, Citibank will not be held responsible for failure to perform its obligations to maintain Credit Cards (including an obligation to award any rewards) if such failure is a result of a change in the payment system rules which objectively does not allow Citibank to continue the performance of such obligations.

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 by Citibank from time to time, including upon recommendations and/or requirements of payment systems (including those established by the payment system rules).

4.3. Citibank may, at its discretion, additionally credit the Account with any reward, whether or not earned on payments made with the Citibank MasterCard Cash Back Credit Card, in an amount as determined by Citibank (the "**Discretionary Reward**"). The Discretionary Reward can be of two types: (i) a reward earned on the first issue of the Citibank MasterCard Cash Back Credit Card (the "**Welcome Bonus**") and (ii) a reward earned as a result of any promotions held by Citibank on a quarterly basis (the "**Seasonal Reward**").

4.4. Citibank shall, on an annual basis, credit the Account with an additional reward amount representing a portion of the Cashback and the Discretionary Reward paid into the Account during the year, as such portion is described in the Tariffs, in relation to such types of Citibank MasterCard Cash Back Credit Cards on which the Discretionary Reward is payable by Citibank (the "**Additional Reward**").

4.5. The amounts of the rewards referred to in this Section 4 shall be transferred by Citibank to the Customer within five (5) business days of the Credit Card Statement date. Any reward 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 reward in the Credit Card Statement.

5. Citi Express Service

5.1. Citibank may, upon application by the Customer, issue him/her with a Credit Card featuring the Citi Express Service, which will enable the Customer to pay fares for Moscow underground and on-road transport and/or other public transport services the list of which is determined by Citibank and is available on its website at www.citibank.ru (the "**Fares**"), by means of a chip embedded in the card (the "**Transit Application**"). The relationship between Citibank and the Customer in connection with the issue and maintenance of such Credit Card will be governed by the provisions of the Terms and Conditions subject to the specifics set out in this Section 5. The Citi Express Service may only be provided for certain types of Credit Cards as determined by Citibank.

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 Transit Application will be activated automatically 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 any Credit Card of the corresponding type, Citibank may, at the Customer's request, provide the Customer with the Citi Express Service, which will enable the Customer to pay the Fares. The enabling of this service for the Customer's existing Credit Card may require card reissue. Where this is the case, the Transit Application will be activated automatically three (3) business days after the Credit Card activation under paragraph 3.2. above.

5.4. 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. Once the Transit Application has been activated, the Citi Express Service fee will be charged to the Account on a monthly basis on the first day of each calendar month starting from the month following the month in which the Transit Application was activated, regardless of whether or not any Fares were paid in that month. No service fee will be charged for the period between the Transit Application activation date and the beginning of the calendar month following that in which the Transit Application was activated; on the other hand, 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 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 providers (the "Transport Service Provider(s)"). The Fares shall be paid in accordance with the Transport Service Provider's fare schedule current on the date of Fare payment.

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 use of the 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 Service 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 can make deposits into the Account towards the repayment of the Outstanding Balance at Citibank's ATMs. Depending on the ATM type, the Customer can make deposits (a) with the use of the Customer's Credit Card and PIN or (b) with the use of the Customer's 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. Where cash is deposited at an envelope-deposit 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 Account at the time of such cash deposit. Cash deposited by the Customer at such ATM will only be credited 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 roubles 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 balance in the Account and within the amount of such 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 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 provided 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 the Account Balance) without any order or instruction from the Customer.

Payments for Goods and Services

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.

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. The participating 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 terms of EPP Transactions will appear on the Credit Card Statement (the "Offer"). The acceptance of the Offer is conditional on the Customer duly making one minimum payment on the Credit Card within the first three (3) reporting periods from the date of the relevant transaction. By accepting the Offer, the Customer consents to a change in the relevant terms of the Credit Agreement. For the avoidance of doubt, such change will not result in an increase of the total cost of credit for the Customer. In the event of the Customer's request to apply the EPP to all EPP-eligible transactions meeting the criteria agreed between the Customer and Citibank, Citibank may, in its discretion, satisfy such request.

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. The EPP is available for both the primary and supplementary Credit Cards.

EPP Transactions

7.2. The 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. Each particular Offer may contain a condition regarding 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 participating 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 the EPP to such transaction(s) via CitiPhone, Citibank Online or any Citibank branch, 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, Citibank Online 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, Citibank Online 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, another individual's account or the Customer's account at another Russian bank, 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 for the Customer, the transaction details and the applicable interest rate and EPP Term will be shown on the Credit Card Statement. The terms of Loan on Phone will appear on the Credit Card Statement for the reporting period where it will be shown as an EPP Transaction. If the Customer disagrees with such terms, he/she must inform Citibank thereof via CitiPhone, Citibank Online or otherwise as may be determined by Citibank. In this case, the Loan on Phone amount will be deemed part of the reporting period's Outstanding Balance as a cash advance. If the Customer agrees with the Loan on Phone terms, the amount of such Loan on Phone will be payable by the Customer as an EPP Transaction.

7.9. Citibank may allow the Customer to avail him/herself of its Advanced Loan on Phone service via CitiPhone, Citibank Online or otherwise as may be determined by

Citibank. As part of the Advanced Loan on Phone service, the Customer carries out a transaction pertaining to the transfer of funds from the Account into his/her other Citibank account, another individual's account or the Customer's account at another Russian bank, and may request Citibank to change such transaction to an EPP Transaction via CitiPhone, Citibank Online or otherwise as may be determined by Citibank. If Advanced Loan on Phone is booked, the credit limit will be increased by the amount outstanding on such EPP Transaction. Advanced Loan on Phone will not result in a decrease in the available limit, unless a minimum monthly payment is set under the program. The payment set on such loan will reduce the available cash withdrawal limit on the Account, which will be restored based on the amount applied by the Customer towards his/her next payment on the Credit Card. 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 for the Customer, 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") may, at Citibank's discretion, be calculated by (a) dividing the price of the EPP Transaction by the EPP Term, plus Citibank's interest; or (b) computing equal monthly installments for the whole EPP Term (except the last installment which may be different due to the formula used in such computation), which include the amount made available by Citibank and the interest thereon (annuity payments). 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.

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 in the amount of such full or partial prepayment, by making an appropriate request via CitiPhone, Citibank Online 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.

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 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 and/or the Credit 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 debt 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. For the avoidance of doubt, this paragraph does not prejudice any rights that the Customer may have at law.

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 interactive 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, or his/her mobile phone contact number provided to Citibank (the "Mobile Phone Number") and TPIN. The Customer agrees that the use of his/her Credit Card number and TPIN, or his/her Mobile Phone 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 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 ID and a Password following the instructions published on Citibank's website at 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 ID 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.

9.5. The parties agree that any electronic documents signed by the Customer in Citibank Online with his/her simple electronic signature, created and used in the manner prescribed by Citibank, shall be of equal validity with paper documents signed with the Customer's handwritten signature. The Customer agrees that his/her sign-on Password to Citibank Online shall be deemed his/her simple electronic signature where such Password is entered to confirm an electronic document in Citibank Online. Citibank Online will check the Password so entered against system records and, if the Password checks out, the electronic document confirmed by the Password shall be deemed signed directly by the Customer. The Customer shall be obliged to keep his/her Password strictly confidential.

* The system may be temporarily unavailable during maintenance.

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, information on all the Account transactions in the relevant period, information on the Minimum Payment Amount under paragraph 2.5 above or information that the Minimum Payment Amount is equal to zero (if the Customer has been allowed an opportunity not to repay the Minimum Payment Amount under paragraph 2.6 above), information on the Payment Date, and such other information as required by these Terms and Conditions and/or the General Terms of Credit Agreement. For the Customer's convenience, the Credit Card Statement will show the Account Balance 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 undertakes to obtain the Credit Card Statement from a Citibank branch 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 dispatch 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 account information and activity details at his/her mobile phone number or e-mail address. The use of this service is subject to a fee as set out in the Tariffs. Citibank reserves the right to change the set of services provided to the Customer by means of Citibank Alerting Service 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.

11. Payment of Fees

11.1. The Customer undertakes to pay Citibank out of his/her own funds all applicable Credit Card Fees and charges under the Agreement as set out in the Tariffs, as well as such fees and charges as provided for in the credit agreements, the banking services agreement, the brokerage agreement, the custody services agreement, the dual currency deposit master agreement, the safe deposit box rental agreement and other agreements entered into between the Customer and Citibank. The Customer hereby consents/accepts that, at such times as specified by this Agreement and the other agreements referred to above, Citibank will debit the Account for any fees and charges payable by the Customer to Citibank in the amount of the Customer's obligations due to Citibank as at the date of such debit, provided the Customer's own funds are available in the Account. The Customer gives his/her prior acceptance and authorizes Citibank to make such debits to his/her Account on the relevant dates. Citibank's debiting of the Account in accordance with the Customer's prior acceptance is a free supplementary service provided for the Customer's convenience with an aim to prevent an increase in the Customer's obligations to Citibank.

11.2. If for a minimum of three (3) consecutive months preceding the termination of the Agreement by either party there were no cash balances in or credits to the Account, no fees, commissions and charges set by Citibank in relation to the Credit Card will be charged if unpaid by the Customer by the termination date.

12. Set-off

12.1. The Customer agrees that Citibank may use any 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 the 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 and the Credit 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. Change of the Customer's personal information required for the Customer's identification process in accordance with the laws of the Russian Federation may be done by the Customer by the provision of application to Citibank in the prescribed by Citibank form.

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 conversations and communications between the Customer and a Citibank employee may be recorded by Citibank for the purposes of security and quality assurance, 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.

14.3. If the Customer is in breach of applicable laws or Citibank's requirements, rules and procedures, the Customer's access to all the functionalities of the Credit Card, CitiPhone and Citibank Online may be automatically suspended by Citibank until such time as the Customer remedies such breach in the form and manner acceptable to Citibank.

15. Security

15.1. For the purpose of compliance with applicable laws and regulations and to ensure the security of the Customer's funds, Citibank may send to the Customer's Mobile Phone Number SMS alerts of any charges to the Customer's accounts made with the use of an electronic payment means, including those which involve the use of the Credit Card, Citibank Online and/or CitiPhone, after the charge has been made. Similar e-mail alerts may additionally be sent to the Customer's e-mail address.

15.2. The Customer shall provide to Citibank a valid Mobile Phone Number assigned by a Russian mobile service carrier and ensure that the Mobile Phone Number is constantly available for incoming SMS messages. The Customer shall be responsible for the authenticity of the Mobile Phone Number and for the condition and security of the subscriber identity module (the "SIM-card"). The Customer shall not allow the cloning of the SIM-card, or the receipt, use and change of the SIM-card and/or the Mobile Phone Number by a third party. If the SIM-card is changed, the Customer shall immediately report this to Citibank via CitiPhone.

15.3. Citibank shall use the Mobile Phone Number provided by the Customer and maintained in Citibank's systems. If Citibank is not in possession of the valid and authentic Mobile Phone Number, the Customer's access to all the functionalities of the Credit Card, CitiPhone and Citibank Online may be automatically suspended by Citibank and the Credit Card might not be issued. If the Mobile Phone Number is changed, the Customer shall immediately report this to Citibank via branch, Citibank Online or CitiPhone in the form as approved by Citibank.

15.4. The Customer shall, on a daily basis, sign on to Citibank Online to check the status of the Account, including the Outstanding Balance (or the Account Balance), the available limit, Account activity, blocked/frozen transaction amounts, and shall immediately notify Citibank of any errors, discrepancies, or questions concerning the information contained in Citibank Online.

15.5. Citibank may, in its discretion, use the Mobile Phone Number to provide additional security, which includes more secure use of the Credit Card, CitiPhone and Citibank Online. The Customer shall comply with all security requirements of Citibank.

15.6. If there is no Customer-initiated activity in the Account for 180 days, the Customer's access to all the functionalities of the Credit Card, CitiPhone and Citibank Online may be automatically suspended by Citibank.

15.7. For the safe use of an electronic means of payment (hereinafter includes the Credit Card, Citibank Online and CitiPhone), the Customer shall comply with the recommendations set out below. The Customer is aware that his/her non-compliance with the recommendations will make the use of the electronic means of payment (including the Credit Card, Citibank Online and CitiPhone) unsafe. If the Customer fails to comply with the recommendations, he/she shall be solely responsible for the consequences of the failure to do so, and agrees that Citibank shall not be held responsible for the same. The Customer is aware that if he/she is unable to comply with all the safety and security recommendations set out below, he/she should conduct his/her banking business via Citibank branches.

15.7.1. If the Customer receives an **SMS message**, he/she needs to make sure that the message originates from Citibank or its authorized representative.

If the message:

- Originates other than from Citibank or its authorized representative; or
- Requires an urgent response by the Customer; or
- Requires the Customer to provide, update or confirm his/her personal information, including the mother's maiden name or security word, PIN, TPIN, phone number, bank card details, user ID, password, etc.; or
- Contains a personal information entry form; or
- Informs the Customer of an unexpected credit to his/her account; or
- Requests the Customer to sign on to Citibank Online using the provided link; or
- Originates other than from Citibank's official phone number provided on its official website,

the Customer should not act in accordance with the message and should immediately report this to Citibank via CitiPhone.

If the Customer receives an alert of unauthorized access to Citibank Online, he/she should immediately report this to Citibank via CitiPhone.

15.7.2. If the Customer receives an **e-mail message**, he/she needs to make sure that the message originates from Citibank or its authorized representative.

If the message:

- Originates other than from Citibank or its authorized representative; or
- Requires an urgent response by the Customer; or
- Requires the Customer to provide, update or confirm his/her personal information, including the mother's maiden name or security word, PIN, TPIN, phone number, bank card details, user ID, password, etc.; or
- Contains a personal information entry form; or
- Informs the Customer of an unexpected credit to his/her account; or
- Requests the Customer to sign on to Citibank Online using the provided link; or
- Originates other than from Citibank's official e-mail address provided on its official website; or
- Requests the Customer to go to a website using the provided link; or
- Contains mistyped words or manifest spelling errors,

the Customer should not act in accordance with the message and should immediately report this to Citibank via CitiPhone.

If the Customer receives an alert of unauthorized access to Citibank Online, he/she should immediately report this to Citibank via CitiPhone.

15.7.3. If the Customer receives a **phone call**, he/she needs to make sure that the call originates from Citibank or its authorized representative.

If the caller:

- Requests the Customer to provide his/her mother's maiden name or security word, except where such call originates from Citibank's phone number given on its official website for the purpose of activating the Credit Card that has been received but not yet activated by the Customer; or
 - Requests the Customer to provide his/her PIN, TPIN, user ID or password,
- the Customer should not disclose his/her personal information and should immediately report such or any other suspicious call to Citibank via CitiPhone.

The Customer should only contact Citibank at the numbers given on its official website.

15.7.4. When using **Citibank Online**, the Customer needs to make sure that he/she has accessed the genuine official website of Citibank and that the computer or other device that provides Internet access is free from viruses, mal- and spyware, and that there is no unauthorized access to the computer from the Internet or a local area network.

It is not allowed to sign on to and use Citibank Online if:

- The website is not the genuine official website of Citibank; or
- The Customer has not personally entered Citibank's website address in the browser address bar, or the website has been accessed via a link; or
- The computer or other device that provides Internet access is not free from viruses, mal- or spyware; or
- There is unauthorized access to the computer from the Internet or a local area network; or
- Citibank's website does not operate in the protected mode or the padlock icon is not displayed on the webpage; or
- TPIN is requested.

A password for Citibank Online should be secure, impossible to determine or guess, consist of letters and numbers, contain upper- and lowercase letters, and be a minimum of six characters. It is not permitted to write down or otherwise disclose the password. The Customer should change his/her password regularly, at least every 60 days, and never use the same password twice. It is not permitted to sign on to and use Citibank Online from a public computer or from any place with public Internet access

and in the presence of third parties. When signing on to Citibank Online, the Customer should check the last logon date and time, and in the event of unauthorized access report this to Citibank via CitiPhone. The Customer should sign off in the prescribed manner. It is not permitted to close the browser without signing off. If the Customer did not sign on to Citibank Online but received a sign-on alert, he/she should immediately report this to Citibank via CitiPhone. If the password has been compromised, the Customer should immediately report this to Citibank via CitiPhone.

Citibank may collect any data in respect of the computer used to sign on to Citibank Online. If requested by Citibank, the Customer will install a software agent on the computer used to sign on to Citibank Online and/or authorize the use of any computer used to sign on to Citibank Online via CitiPhone or as otherwise required.

15.7.5. Upon receipt of the **Credit Card**, the Customer should immediately sign the card on the reverse. The Customer should at all times keep the Credit Card in a safe place where it is inaccessible to, and prevent its unauthorized use by, third parties. The Credit Card should only be used for its intended purpose. The Customer should prevent the use of slips and other documents showing the number of his/her Credit Card and/or Citibank account, by third parties.

The Customer is recommended to use his/her Credit Card at Citibank ATMs. Where a non-Citibank ATM is used, Citibank is not responsible for the safe use of such ATM. It is not permitted to use the same Credit Card to access the ATM area and to operate the ATM.

Before using the ATM, the Customer should make sure that the ATM is located in a safe place and does not have any unusual or non-standard devices on the keypad, card entry slot and regions above the display and keyboard area. It is not permitted to use the ATM if it is located in an unsafe place or has any unusual or non-standard devices on the keypad, card entry slot or regions above the display and keyboard area. The Customer should not use the ATM if there are third parties in immediate proximity thereto. The Customer should enter PIN quickly, use more than one finger, and cover the keypad with his/her other hand.

When using the Credit Card online, the Customer should make sure that he/she is visiting a safe website and that the computer or other device that provides Internet access is free from viruses, mal- and spyware, and that there is no unauthorized access to the computer from the Internet or a local area network.

It is not allowed to use the Credit Card online if:

- The website is not safe; or
- The computer or other device that provides Internet access is not free from viruses, mal- or spyware; or
- There is unauthorized access to the computer from the Internet or a local area network; or
- The website does not operate in the protected mode or the padlock icon is not displayed on the webpage; or
- PIN is requested.

The Customer's PIN and TPIN should be secure, impossible to determine or guess. It is not permitted to write down or otherwise disclose PIN or TPIN. The Customer should change his/her PIN and TPIN regularly, at least every 60 days, and not use the same PIN or TPIN over and over again.

It is not permitted to use the Credit Card online if the Internet is accessed from a public computer or from any place with public Internet access and in the presence of third parties. If there are signs of unauthorized use of the Credit Card or its details, the Customer should immediately report this to Citibank via CitiPhone. The Customer should sign off in the prescribed manner. It is not permitted to close the browser without signing off. If the Customer did not make any Credit Card transaction but received a transaction alert, he/she should immediately report this to Citibank via CitiPhone. If PIN or TPIN has or may have become known to a third party or if the Credit Card has been retained by the ATM, the Customer should immediately report this to Citibank via CitiPhone.

15.8. If the Customer did not make a particular account transaction but receives an alert, or otherwise becomes aware, of such unauthorized/unconsented transaction, he/she shall immediately report this to Citibank via CitiPhone. If the electronic means of payment is lost and/or used without the Customer's consent, the Customer shall deliver written notice thereof to Citibank on the form provided for the purpose immediately upon discovery of the same but no later than the day following the day of Citibank's unauthorized transaction alert. Together with said notice, the Customer shall provide Citibank with a copy of his/her report to a law enforcement authority regarding the unauthorized transaction, stamped as received by such law enforcement authority. In the absence of a copy of such stamped report, the Customer's notice shall not be considered by Citibank. However, in exceptional cases, where Citibank recognizes the reason for failure to meet the above deadline as valid due to the Customer's personal circumstances, the Customer's notice may be considered by Citibank, but in any event such notice shall be delivered to Citibank within fourteen (14) days of Citibank's unauthorized transaction alert.

15.9. The Customer shall be solely responsible for compliance with all the requirements concerning the use of the electronic means of payment (including the Credit Card, Citibank Online and CitiPhone) referred to above in this Section. If the Customer fails to comply with the said requirements and such failure to comply results in an unauthorized charge to the Customer's account, the Customer's claim against Citibank in relation to such unauthorized charge shall not be satisfied by Citibank.

15.10. The Tariffs may set forth a daily limit for ATM cash withdrawals. Citibank shall not accept the Customer's claims in relation to any transactions totaling in excess of the daily ATM withdrawal limit. The Customer shall report any and all unauthorized transactions charged to his/her Citibank accounts to law enforcement authorities. Any consideration of the Customer's unauthorized transaction claim by Citibank shall not preclude the Customer from reporting such unauthorized transaction to law enforcement authorities.

15.11. Where the Credit Card is used to pay for goods or services, the identification and authentication of the Customer will be the responsibility of the Credit Card-accepting merchant. Citibank shall not be held responsible for any violation of the bank card holder identification and authentication requirements, and the Customer may not make any claims against Citibank in connection therewith.

16. Settlement of Disputes

16.1. 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.

16.2. In the event the Customer discovers any disputable situation associated with the Account, the Customer shall immediately notify Citibank thereof via CitiPhone. If the disputable situation can not be resolved by a Citibank representative via CitiPhone, Citibank 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 of disputable situation for consideration by an authorized Citibank employee. The Customer may obtain information regarding the current status of his/her written statement via CitiPhone.

16.3. Citibank will use its best endeavors to settle the existing disputable situation within the timeframe as provided by applicable law, Citibank policies or the rules of the payment system concerned, and will inform the Customer of the results of its investigation. Citibank may ask to meet the Customer in person in order to settle the disputable situation. Where necessary, Citibank may involve various specialists and experts with relevant knowledge and expertise (whether or not employed by Citibank) in order to settle the disputable situation.

16.4. If a disputable situation is not settled by the parties, the parties will refer the matter to court as described below.

17. Term and Termination of the Agreement and the Credit Agreement

17.1. The Agreement is made for a period of one (1) year and will be automatically renewed for another period of one year thereafter, unless Citibank gives the Customer a prior written notice of termination. The term of the Credit Agreement is similar to that of the Agreement. Citibank may, by notice to the Customer, require repayment of credit at any time. Where this is the case, the Customer shall repay the principal and pay any interest accrued up to and including the actual repayment date within thirty (30) days of Citibank's notice.

17.2. The Customer may at any time terminate the Agreement and the Credit Agreement by giving written notice to Citibank and instructing Citibank to transfer the Account Balance, if any, to an account at Citibank or another bank or financial institution. Due to the fact that the Agreement and the Credit Agreement are closely interrelated, the termination of the Agreement will trigger the termination of the Credit Agreement and vice versa.

17.3. The Agreement and the Credit Agreement will also terminate in the event Citibank cancels the credit limit or the available limit set for the Customer.

17.4. In the event the Agreement and the Credit Agreement are terminated for whatever reason:

- (a) the Account will be closed;
- (b) the Customer's Credit Card (and any supplementary Credit Cards) will be blocked and revoked;
- (c) any EPP Transaction will become a Non-EPP Transaction and interest accrued up to the termination date of the Agreement and the Credit Agreement will not be subject to recomputation; the Outstanding Balance under such transaction will become due and payable by the Customer;
- (d) the whole Outstanding Balance will become due and payable by the Customer.

The amounts referred to above will become due and payable immediately but in any event within thirty (30) days of Citibank's demand.

17.5. Citibank will repay the Account Balance to the Customer (less the amount of any debt then owed by the Customer to Citibank) by transferring such funds to an account at Citibank or another bank or financial institution in accordance with the Customer's instruction. If Citibank is not in receipt of such instruction by the time of the Account closure, Citibank may repay 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 provided 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 Account Balance (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.

17.6. Except as expressly provided in the Agreement, the termination of the Agreement for whatever reason shall not in any way affect or alter the Customer's obligations arising prior to and outstanding at the termination date, nor shall it affect or alter any rights and remedies granted to Citibank under the Agreement with respect to any of the Customer's obligations arising prior to and outstanding at the termination date.

18. Miscellaneous

18.1. Citibank will not be responsible for any failure to perform or improper performance of its obligations under the Agreement and/or the Credit 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 under the Agreement and/or the Credit Agreement 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 and/or the Credit Agreement affected by the Force Majeure Events until such Force Majeure Events cease to exist.

18.2. 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 and/or the Credit Agreement without Citibank's prior written consent. Any assignment, transfer or other disposal by the Customer of its rights or obligations under the Agreement and/or the Credit 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.

18.3. The Customer agrees that Citibank may at any time unilaterally modify or amend the Agreement and/or the Credit 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, or otherwise increase the existing or create new monetary obligations of the Customer under the Agreement and/or the Credit Agreement. Such amendments shall take effect immediately unless Citibank specifies another effective date. Any modifications or amendments to the Agreement made in relation to the Tariffs which increase the existing or create new monetary obligations of the Customer under the Agreement shall take effect 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. Any modifications or amendments to the General Terms of Credit Agreement and/or the Tariffs increasing the interest rate or raising the existing or imposing new transaction fees, or otherwise increasing the existing or creating new monetary obligations of the Customer under the Credit Agreement, shall take effect 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 of modifications or amendments to the General Terms of Credit Agreement and/or the Tariffs. If the Customer does not charge any transaction to the Account within the time specified in Citibank's written offer of modifications or amendments to the General Terms of Credit Agreement and/or the Tariffs, Citibank may terminate the Agreement and the Credit Agreement by giving 30 days' written notice of 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. The parties agree that the Agreement and/or the Credit 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 and/or the Credit Agreement.

18.4. 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.

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

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

18.7. The Customer acknowledges and agrees that the obligations of Citibank arising out of or in connection with the Agreement and/or the Credit 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.

18.8. Citibank will treat information relating to the Customer as confidential, however, the Customer agrees that, for the purposes of the Agreement and/or the Credit 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.

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

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

18.11. The Agreement and the Credit 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 16 (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.

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

19. 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.

ATTENTION! IMPORTANT NOTICE FOR CUSTOMERS

Please be aware that if within one (1) year the total amount of payments towards all of the Customer's obligations existing on the Credit Card application date under any loan or credit agreements, including payment of Citibank Credit Card bills, exceeds fifty (50) percent of the Customer's annual income, the Customer will face the risk of default under the Credit Agreement and imposition of penalties.

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.

Mark Luet
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 to a person insured under Citi Protection Maximum Effective as of June 1, 2015

You will be deemed to be an Insured Person under Citi Protection Maximum (the "Insurance Program") if you have consented to become an Insured Person under the insurance program for ZAO Citibank credit cardholders under the Life Insurance Contract (the "Insurance Contract") between ZAO Citibank as the Insurant ("Citibank") and OOO "Strakhovaya Kompaniya "CIV Life" (the "Insurer").

Your participation in the Insurance Program is voluntary and will have no effect on the bank's decision to issue a credit card or on the terms of credit. The Insured Persons are those Citibank primary credit card holders between 21 and 59 years (both ages inclusive), who, at the date of consenting to become the Insured Person, were not qualified as disabled under Disability Group 1, 2 or 3, did not have AIDS or HIV infection, did not suffer from chronic diseases, and worked under a permanent employment contract and had not been given notice of dismissal by the employer. Chronic diseases are understood to include stroke, myocardial infarction, third-degree heart failure, liver cirrhosis, terminal renal failure, hepatitis C, malignant blood diseases, oncological diseases. Persons with chronic conditions also include those suffering from mental health problems and the legally disabled.

Persons that are not citizens of the Russian Federation, are not deemed to be the Insured Persons with respect to the risk "Involuntary loss of employment by the Insured Person".

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 as from the date of joining the Insurance Program and the insurance premium (insurance program participation fee) will not be refunded.

If you have not applied for inclusion on the Insured Persons List in your Credit Card Application, you can learn about how to become the Insured Person and 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 www.citibank.ru or any Citibank branch.

INSURANCE INDEMNITY

The Insurance Program provides coverage against the following insured events/risks:

1. "Temporary disability of the Insured Person due to any cause"
2. "Qualification of the Insured Person as disabled under Disability Group 1, 2 or 3 due to any cause"
3. "Death of the Insured Person due to any cause"
4. "Involuntary loss of employment by the Insured Person" - occurrence of the loss of permanent employment due to termination of the permanent employment contract with the Insured Person:
 - ▶ on the employer's initiative due to liquidation of the company (paragraph 4 Article 77, paragraph 1 Part 1 Article 81 of the Labor Code of the Russian Federation) or due to liquidation of a branch, representative office or other separate business unit of the company elsewhere with respect to the employee of this unit (paragraph 4 Article 77, part 4 Article 81 of the Labor Code of the Russian Federation);
 - ▶ on the employer's initiative due to downsizing or headcount reduction in the company (paragraph 4 Article 77, paragraph 2 Part 1 Article 81 of the Labor Code of the Russian Federation).

AMOUNT OF INSURANCE COVERAGE

The amount of insurance coverage with respect to the risks "Death of the Insured Person due to any cause", "Qualification of the Insured Person as disabled under Disability Group 1, 2 or 3 due to any cause", "Temporary disability of the Insured Person due to any cause" and "Involuntary loss of employment by the Insured Person" will be four times the amount of the Insured Person's credit card principal up to the limit of **RUB 2,400,000**.

INSURANCE MONEY WILL BE PAID AS FOLLOWS:

- ▶ On occurrence of the insured event with respect to the risks "Death of the Insured Person due to any cause" or "Qualification of the Insured Person as disabled under Disability Group 1, 2 or 3 due to any cause" - four times the amount of the Insured Person's credit card principal;
- ▶ On occurrence of the insured event with respect to the risk "Temporary disability of the Insured Person due to any cause" - double the amount of the Insured Person's credit card principal, provided that such disability has lasted for more than 15 consecutive days. The total amount of insurance payouts per Insured Person in relation to all the insured events that occur with respect to the risk "Temporary disability of the Insured Person due to any cause" within one (1) calendar year, will not exceed RUB 200,000 throughout the term of insurance.
- ▶ On occurrence of the insured event with respect to the risk "Involuntary loss of employment by the Insured Person" - double the amount of the Insured Person's credit card principal, provided that such unemployment has lasted for more than 30 days. The total amount of insurance payouts per Insured Person in relation to all the insured events that occur with respect to the risk "Involuntary loss of employment by the Insured Person" within one (1) calendar year, will not exceed RUB 200,000 throughout the term of insurance.

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 rel-

evant 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.

The maximum amount of insurance payouts per Insured Person with respect to the risks "Death of the Insured Person due to any cause", "Qualification of the Insured Person as disabled under Disability Group 1, 2 or 3 due to any cause", "Temporary disability of the Insured Person due to any cause" and "Involuntary loss of employment by the Insured Person" will not exceed RUB 2,400,000.

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

1. Inform Citibank or CIV Life of the occurrence of the insured event:
 - ▶ With respect to the risk "Temporary disability of the Insured Person due to any cause" - upon expiry of fifteen (15) days after becoming aware thereof but no later than sixty (60) days after that date;
 - ▶ With respect to the risks "Death of the Insured Person due to any cause", "Qualification of the Insured Person as disabled under Disability Group 1, 2 or 3 due to any cause" or "Involuntary loss of employment by the Insured Person" - within thirty (30) days after becoming aware thereof,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 the Insurer's hotline on +7 (495) 967 9 267 in Moscow.
2. Provide CIV Life or any Citibank branch with documents as required for the payment of insurance money.

Insurance payout will be made within ten (10) business days of 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 the Insurance Program, your credit card account will be charged on a monthly basis for the insurance program participation fee in the amount of 0.70% (including VAT) of the credit card principal as at the statement date. This participation fee is a compensation for the Insurant's costs incurred in connection with the provision of the credit card holder with this service (to wit, the premium paid by the Insurant to the Insurer in the amount of 0.2% of the credit card principal as at the statement date as provided in the Insurance Contract, and the Insurant's expenses related to the organization and administration of the Insurance Program, the transfer of information about the Insured Person to the Insurer, the processing of information about the Insured Person, the information support of the Insured Person/legitimate representatives of the Insured Person with respect to the Insurance Program, the organization of interaction and document flow between the Insured Person/legitimate representatives of the Insured Person and the Insurer upon occurrence of an insured event, the organization of repayment of the Insured Person's debt under the credit card agreement out of insurance proceeds, and other expenses).

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 the insurance program participation fee is timely paid as specified by Citibank. The Insurance Program may be prematurely terminated in relation to the Insured Person for the following reasons:

- ▶ On occurrence of the first insured event with respect to the risks "Qualification of the Insured Person as disabled under Disability Group 1, 2 or 3 due to any cause" or "Death of the Insured Person due to any cause" 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.

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 or disease 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.

Disability means social insufficiency resulting from a health impairment with persistent disorder of body functions leading to limited activity and a need for social care.

Disability Group is defined in accordance with the requirements and based on the conclusion of the Medico-Social Examination Board (hereinafter the "MSE") in accordance with the applicable laws of the Russian Federation and determines the extent of disorder of body functions and activity limitations, as well as the need for care, medical indications and contraindications. The Insurer will make insurance payout if the disability is classified as Group 1, 2 or 3 based on MSE standards in accordance with Order

No. 1013n of the Ministry of Healthcare and Social Development of the Russian Federation dated December 23, 2009.

Temporary disability due to any cause will be deemed an insured event if the temporary disability occurs on or after the date of insurance commencement with respect to the Insured Person due to an accident or illness and continues for more than fifteen (15) 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/her duties.

The Insured Person has a permanent job if he/she is in the employ of an employer that is not a natural person or individual entrepreneur, working under a permanent employment contract providing for full-time job and remuneration of the Insured Person in the form of monthly salary, and is not on pregnancy disability leave or maternity leave.

Time deductible means an unemployment period of the Insured Person set by the Insurance Contract in days for which no insurance payout is made. The time deductible period will count as from the date when the employment contract is terminated.

Holding period means a period set by the Insurance Contract in days and counted from the date when the Insured Person joins the Insurance Program (insurance commencement date with respect to the Insured Person). An event occurring during this period will not be the insured event.

Credit card principal means the Insured Person's debt under the credit card agreement, including any accrued interest, fees and fines:

- ▶ as at the date of the Insurant's monthly credit card statement for the month preceding the insurance month for the purpose of determining the insured amount;
- ▶ as at the date of the insured event for the purpose of determining the amount of insurance payout.

The date of insured event with respect to the risk "Death of the Insured Person due to any cause" will be the date of the Insured Person's death.

The date of insured event with respect to the risk "Qualification of the Insured Person as disabled under Disability Group 1, 2 or 3 due to any cause" will be the date when Disability Group 1, 2 or 3 is assigned to the Insured Person for the first time.

The date of insured event with respect to the risk "Temporary disability of the Insured Person due to any cause" will be the date of the Insured Person's accident or the first day of the Insured Person's disease.

The date of insured event with respect to the risk "Involuntary loss of employment by the Insured Person" will be the date when the employment contract of the Insured Person is terminated.

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

- ▶ willful acts (omissions) of the Insurant, the Insured Person or the Beneficiary;
- ▶ suicide or attempted suicide of the Insured Person;
- ▶ diseases of which the Insured Person was aware or in respect of which the Insured Person received medical advice in the twelve (12) months immediately preceding the insurance commencement date.

The following events will not be deemed the insured events: "Death of the Insured Person due to any cause", "Qualification of the Insured Person as disabled under Disability Group 1, 2 or 3 due to any cause", "Temporary disability of the Insured Person due to any cause", if they occur with respect to the Insured Persons who, at the date of joining the Insurance Program, are under 21 or over 60 years old, are qualified as disabled under Disability Group 1, 2 or 3, or have AIDS, HIV infection or chronic diseases.

Temporary disability of the Insured Person due to pregnancy and childbirth, follow-up treatment in a rehabilitation center, or taking care of a sick family member, disabled or HIV-infected child, will not be deemed the insured event.

"Qualification of the Insured Person as disabled under Disability Group 1, 2 or 3 due to any cause" will not be deemed the insured event if the disability group is assigned repeatedly during the insurance period for this Insured Person.

"Involuntary loss of employment by the Insured Person" will not be deemed the insured event if:

- ▶ the employment contract of the Insured Person is terminated during the holding period of sixty (60) calendar days;
- ▶ the Insured Person enters into a new employment contract during the time deductible period of thirty (30) calendar days;
- ▶ unemployment of the Insured Person falls within the time deductible period of thirty (30) calendar days;
- ▶ the Insured Person is not registered with the State Employment Service (SES) within ten (10) days (excluding weekends and official holidays) as unemployed or job-seeker and is not registered with SES during the entire unemployment period;
- ▶ the Insured Person is given notice of termination by the employer as at the date of joining the Insurance Program;
- ▶ the insured event is caused by:
 - willful acts of the Insurant, the Insured Person or the Beneficiary;
 - in other events provided for by the laws of the Russian Federation.

"Involuntary loss of employment by the Insured Person" will not be deemed the insured event if the Insured Person:

- ▶ is under 21 or over 60 years old;
- ▶ does not have a permanent job;
- ▶ is given notice of dismissal by the employer,

as at the date the Insurance Contract is entered into with respect to the Insured Person.

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:

- A payment request from the legitimate heir;
- A properly certified copy of the legitimate heir's passport;
- An original certificate of inheritance or a notarized copy thereof;
- A notarized copy of the death certificate of the Insured Person;
- 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 (to be provided by Citibank upon the request of the Insurer).

The following documents are required to be provided in the event the Insured Person is qualified as disabled under Disability Group 1, 2 or 3:

- A payment request from the Insured Person;
- A properly certified copy of the Insured Person's passport;
- A certificate of Disability Group 1, 2 or 3 with respect to the Insured Person issued by the Medico-Social Examination Board (MSE) (original or a notarized copy);
- 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 submitted 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 payment request from the Insured Person;
- A properly certified copy of the Insured Person's passport;
- A sick list certified by the employer;
- 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 (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 involuntary loss of employment:

- A payment request from the Insured Person (on one-off basis);
- A properly certified copy of the Insured Person's passport;
- A certificate issued by the State Employment Service (SES) to confirm registration of the Insured Person as unemployed or job-seeker (the certificate must not be dated earlier than the 31st day of unemployment);
- Copies of all completed pages of the Insured Person's employment records certified by the employer or notarized (each copy must state "This is a true copy of the original document" and include date of certification, title, signature and name of the authorized person, and seal of the employer);
- 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 (to be provided by Citibank upon the request of the Insurer).

The Insurer may reasonable request from the Insurant and/or Insured Person (Beneficiary) the following documents required to ascertain the fact, causes and/or circumstances of the insured event:

- A document stating the cause of the Insured Person's death (a copy certified by the issuing authority or notarized);
- An excerpt from medical records of the Insured Person at the residence address or surveillance address (original or a copy certified by the issuing medical institution);
- Resolution to initiate or dismiss a criminal case describing circumstances of the accident (original or a copy certified by the issuing authority);
- A forensic examination certificate (original or a copy certified by the issuing authority);
- An examination certificate with respect to a person deemed to be disabled (a copy certified by the issuing authority);
- A medical document confirming the fact of the accident or illness (a copy certified by the issuing authority);
- A copy of the employment contract together with addenda thereto (if any).

For the purpose of insurance settlement, the Insurer may also request documents from 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 the Insurer's hotline on +7 (495) 967 9 267 in Moscow, or visit any Citibank branch.

The terms and conditions of the Insurance Program, including the insurance program participation fee, may change from time to time. Any changes and amendments will take effect in the relation to the Insured Person no earlier than fourteen (14) days after the date the new version of the insurance program terms and conditions is published on Citibank's website at www.citibank.ru. Where this is the case, Citibank will additionally notify the Insured Persons of such changes and amendment by text or email.

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"
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