

CITI PRESTIGE BONUS PROGRAM RULES, TERMS AND CONDITIONS

GENERAL

These Citi Prestige Bonus Program Rules, Terms and Conditions (the "Program Rules" or "Rules") set out the terms and conditions upon which the Bank's customers may join and participate in the Citi Prestige Program.

The customer's acceptance of these Rules is a condition of Citi Prestige membership.

A Cardholder acknowledges his/her acceptance of these Rules in the manner as required by the Bank, to wit:

- properly completes and signs a Citi Prestige Application;
- confirms agreement to participate in the Citi Prestige Program using Citibank[®] Online at www.citibank.ru.

The Citi Prestige Program is not a public offer, and the Bank may refuse to include its customer in the Program, or may exclude a Member from the Program at any time, at its discretion. The Card is made available solely in discretion of the Bank.

DEFINITIONS

"Bank" ("Citibank") means AO Citibank, a bank that owns all rights and title to the Program and awards and redeems Citi Bonuses for the purposes thereof.

"Bank Card" ("Card") means Citibank's Citi Prestige credit card that identifies its holder as a Citi Prestige Member when he/she is purchasing goods or services from merchants and/or products or services from the Bank.

"Benefit(s)" means a discount(s) on Partners' goods and services that can be obtained upon redemption of Partner Points subject to the terms and conditions of Partner Programs, or other privileges and special terms made available by Partners.

"Bonus Account" ("Account", "Member's Account") means a rewards account opened by the Bank in its books in the Primary Card Member's name subject to these Rules. One Account will be opened for both the Primary and Supplementary Cards. Bonuses will be added to the Account upon the purchase of goods or services from merchants and/or products or services from the Bank with the use of the Bank Card.

"Citi Prestige Application" ("Application") means a separate application form, or an integral part of another document, containing the customer's request to enroll him/her in the Citi Prestige Program and record his/her credit card transactions for the purposes of the Program, which, upon completion and signature by the prospective Member, will constitute a Citi Prestige Application in relation to the Card.

“Citi Prestige Program” (“Citi Prestige”, “Program”) means a system of relationships set up by these Rules, whereby a Member making charges to the Bank Card or purchasing products or services from the Bank becomes entitled to receive Citi Bonuses and exchange those for Partner Points subject to these Rules.

“Member” means a private individual admitted to Citi Prestige membership in accordance with these Rules.

“Notification” means information, including advertising communications, transmitted to the Member by such means of communication as indicated in his/her Application, to wit: mobile and/or landline telephone, electronic and/or regular mail, or otherwise.

“Partner Points” (“Points”, “Bonus Currency”, “Gift Certificates”) means reward points credited to Members’ accounts with Partners subject to the terms and conditions of Partner Programs.

“Partner Programs” means any loyalty programs operated by Partners whereby Benefits are granted and/or Partner Points are awarded and redeemed.

“Partners” means companies operating their own loyalty programs whereby Benefits are granted and/or Partner Points are awarded and redeemed. All Partners’ actions relating to the granting of Benefits and/or awarding and redeeming of Partner Points are governed by the terms and conditions of Partner Programs, and the Bank is not responsible for and does not accept any complaints in connection with such actions.

“Primary Card” means a Card issued to the Member under these Rules to enable him/her to earn Citi Bonuses and redeem them for Partner Points subject to these Rules, and the Bank - to keep track of the Bonuses so earned and redeemed.

“Citi Bonuses” (“Bonuses”) means reward points credited to the Bonus Account subject to these Rules and redeemable by Members for Partner Points.

“Supplementary Card” means a Card issued to the Member under these Rules to enable its holder to earn Citi Bonuses and the Bank - to keep track of the Bonuses so earned. The Supplementary Card cannot be used to redeem Citi Bonuses for Partner Points. Any Citi Bonuses earned with the Supplementary Card can only be redeemed with the Primary Card.

In these Rules, except where the context otherwise requires, words denoting the singular include the plural and vice versa.

1. MEMBERSHIP

1.1. Membership of the Program is free. The minimum eligible age for a Card is determined by the Bank.

1.2. A Cardholder becomes a Member on the Card issue date. The terms and conditions of application for and use of the Bank Card can be found at www.citibank.ru.

1.3. The Bank reserves at its sole discretion the right to terminate the membership of any Member without prior notice for any reason, including where the Member:

- fails to comply with these Rules;
- misuses the rights given to him/her under the Program;
- provides false or misleading information to the Bank and/or Partners;
- makes no charges to the Bank Card within twelve (12) months of its receipt;
- is over six months past due on his/her Bank Card.

1.4. A Member may opt out of Citi Prestige membership at any time by requesting the Bank in writing to cancel the Card and/or terminate the credit card agreement in the manner as required by the Bank.

1.5. Where Citi Prestige membership is terminated by the Bank or the Member under paragraphs 1.3 or 1.4 above, any Citi Bonuses awarded to, but unused by, the Member will be cancelled without any compensation.

1.6. If the Bank elects to terminate the Citi Prestige Program or if the membership of any one Member is terminated for reasons other than those described in paragraphs 1.3 and 1.4 above, the Bank may, without further consent from, or prior notice to, the Member convert Citi Bonuses in the Member's Account into rubles at the then current exchange rate published on the Bank's website at www.citibank.ru and credit the resultant amount to the Member's Card account. All the Bank's obligations to the Member under the Program will be discharged at the time of crediting the Member's Card account, and the Member may not make any claims against the Bank and/or Partners in connection therewith.

1.7. The Member agrees that if he/she is overdue on Bank Card payments, he/she will not be able to convert Citi Bonuses into Partner Points, Partners' promo codes or CASH BACK Pro rewards, and the Bank will have a right, but not an obligation, to exchange the Member's Bonuses for a cash reward in accordance with the terms of exchange as determined by the Bank and apply the resultant amount towards the payment of overdue debt, without the Member's consent.

1.8. The Member agrees that the list of Partners may be subject to change at the discretion of the Bank and that at the time when the Member elects to exchange Citi Bonuses for Partner Points such exchange may not be available.

1.9. The Bank will, on a regular basis, generate a statement showing the opening balance, the amount of Bonuses credited to and debited from the Account, and the closing balance. The Member may receive the above statement and/or a notification of its availability in the manner provided for in the credit card agreement, or in a manner otherwise determined. If the Member disagrees with the information contained in the statement, he/she must notify the Bank thereof within two (2) weeks of the statement date.

1.10. The Member agrees to receive Notifications from the Bank as provided for in these Rules but reserves the right to opt out of receiving advertising Notifications by doing any of the following:

- changing marketing-related preferences under "My Profile" in Citibank® Online;
- orally stating his/her refusal to receive such Notifications via CitiPhone®.

2. AWARDING CITI BONUSES

2.1. Each Member who meets the conditions of the Program will, on a monthly basis, get a reward credited to his/her Bonus Account depending on the merchant category, as follows:

2.1.1. 20 Bonuses for every RUB 100 spent on the Card in the category "Foreign Spend".

A purchase in the category "Foreign Spend" means a purchase in a foreign currency made with the use of a point of sale terminal. If the purchase is charged in US dollars or euros, the reward will be awarded on the purchase amount in US dollars or euros. If the purchase is charged in rubles or in a currency other than the US

dollar or euro, the reward will be awarded on the amount of RUB charge in accordance with the Credit Card Terms and Conditions for Consumers.

2.1.2. Ten (10) Bonuses for every RUB 100 spent on the Card in the category "Travel".

A purchase in the category "Travel" means a purchase made at the points of sale with the merchant category codes (MCCs) defined by the acquiring bank as:

- ▶ Avia – 3000, 3001, 3005-3018, 3020-3022, 3025, 3028-3032, 3034, 3035, 3037, 3039, 3040, 3042, 3043, 3047, 3048, 3050-3052, 3056-3058, 3066, 3075-3079, 3082, 3084, 3088, 3099, 30100, 3102, 3103, 3112, 3127, 3144, 3161, 3181, 3182, 3184, 3191, 3196, 3217, 3219, 3234, 3256, 3261, 3266, 3294, 3295, 3295, 3298, 3299, 4511, 4582
- ▶ Car rental – 3351, 3352, 3357, 3359, 3364, 3366, 3368, 3381, 3387, 3389, 3390, 3393, 3395, 3405, 3409, 3438, 7512
- ▶ Duty free stores – 5309
- ▶ Hotels – 3501-3506, 3508-3510, 3512, 3513, 3515-3520, 3523, 3524, 3526, 3528-3530, 3533, 3535, 3541-3545, 3548, 3562, 3572, 3573, 3575, 3577, 3579, 3581, 3583-3586, 3590-3592, 3598, 3612, 3615, 3623, 3625, 3629, 3634, 3635, 3637, 3638, 3640-3644, 3647, 3649, 3650, 3653-3655, 3657-3659, 3661, 3663, 3665, 3668, 3670, 3672, 3674, 3677, 3678, 3687, 3690, 3692, 3693, 3695, 3698, 3700, 3703, 3709, 3710, 3715-3723, 7011

2.1.3. Five (5) Bonuses for every RUB 100 spent on the Card on purchases at other points of sale.

2.2. No reward will be awarded on the following Card transactions:

- cash advances;
- payment of Citibank service fees;
- payment of insurance premium and other payments under insurance programs offered through Citibank;
- money transfers of any kind, including those to online wallet accounts;
- unique/quasi-cash transactions;
- transactions identified by the acquirer-assigned merchant category codes 4812, 4814, 4900 and 8999;
- business-related transactions;
- gaming transactions;
- transactions that do not represent payment for goods or services;
- transactions that are in conflict with the Russian law.

2.3. The reward amount is not limited, and the reward has no expiry date.

2.4. The exchange rates between Citi Bonuses and Partner Points are available under "Rewards" in Citibank Online.

2.5. If a payment for goods or services is reversed/charged back, the reward will not be awarded. If the reward has already been awarded, the reward earned on other transactions in the current and subsequent billing periods will be reduced accordingly.

2.6. The Bank may, in its discretion and without notice, discontinue awarding rewards on the Card for any reason, including where:

- the Member provides incorrect or misleading information to the Bank;
- the Member does not use the Card for 12 months from the date of its receipt;

- the Member is more than six months past due on his/her Card bill;
- the Member abuses the rights granted to him/her in connection with the use of the Card.

2.7. Prior to the purchase of goods or services for Partner Points, the Member needs to contact the concerned Partner for clarification and familiarize him/herself with the Partner Program terms and conditions.

3. REDEEMING CITI BONUSES FOR PARTNER POINTS

3.1. A Primary Card Member may exchange Citi Bonuses held in his/her Account for Partner Points with the simultaneous debiting of Citi Bonuses from the Account in accordance with these Rules.

3.2. The exchange of Citi Bonuses for Partner Points with the simultaneous debiting of Citi Bonuses from the Account will take place within twenty (20) days of the Primary Card Member's instruction to the Bank via CitiPhone or Citibank Online, provided that the Member has obtained and provided to the Bank a Partner Program unique membership number in accordance with these Rules.

3.3. If the Member is not a member of Partner Programs, he/she will need to do the following to be able to exchange Citi Bonuses for Partner Points:

- Become a member of a Partner Program, get registered in accordance with the terms and conditions of the Partner Program and obtain a unique membership number;
- Instruct the Bank to exchange Citi Bonuses for Partner Points and provide his/her unique membership number;
- Request a Benefit from the Partner after the exchange of Citi Bonuses for Partner Points.

3.4. Prior to the receipt of Partner Points, the amount of Citi Bonuses corresponding to the requested amount of Partner Points will be debited from the Account on a "first in, first out" basis.

3.5. Citi Bonuses debited in exchange for Partner Points cannot be restored in the Account, including where the Member refuses to use such Partner Points. The reverse exchange of Partner Points or their conversion into cash are impossible and inadmissible.

3.6. Citi Bonuses are converted into Partner Points at a rate as determined by the Bank. The exchange rates are published on the Bank's website at www.citibank.ru. Citi Bonuses may only be exchanged for a package of Partner Points, and no arbitrary exchange of Citi Bonuses for Partner Points is allowed.

3.7. The Member may opt out of exchanging Citi Bonuses for Partner Points in favor of receiving a cash reward in his/her Card account and request the Bank to exchange Citi Bonuses for the cash reward in accordance with the terms of exchange as determined by the Bank. Where this is the case, an amount of Citi Bonuses is debited from the Bonus Account and the corresponding cash reward is credited to the Card account.

4. REDEEMING CITI BONUSES FOR CASH BACK PRO REWARDS

4.1. Using CASH BACK Pro, a Primary Card Member may exchange Citi Bonuses held in his/her Account for a cashback reward to get back what he/she spends on purchases made with the Primary or Supplementary Card at any merchants falling within the categories referred to in Annex 1 below, with the simultaneous debiting of Citi Bonuses from the Account in accordance with these Rules. The merchant category is determined by a special merchant category code (MCC) assigned to the merchant in

accordance with the card scheme rules. The merchant categories and the relevant MCCs are set out in Annex 1 below.

4.2. A request to redeem Citi Bonuses for a CASH BACK Pro reward may be submitted via Citibank Online within sixty (60) days of the transaction charged to the Primary or Supplementary Card.

4.3. A cashback reward may amount to 100% of the transaction amount.

4.4. The transaction amount, the reward, and the amount of Citi Bonuses required for an exchange, are shown in Citibank Online without kopecks/decimals.

4.5. Citi Bonuses will be exchanged at a rate as determined by the Bank. The exchange rates are available under "Citi Prestige" at www.citibank.ru.

4.6. Partial compensation of the transaction amount is only possible if the Citi Bonuses balance is insufficient for compensation of the entire transaction amount. The minimum amount of compensation is RUB 1.00. The maximum amount of compensation may not exceed the transaction amount.

4.7. The reward will be credited to the Member's Card account within five (5) business days of his/her redemption request.

4.8. Where the reward is subject to personal income tax, the Bank will be required to properly notify tax authorities of the income/benefit received by the Member and withhold the tax.

4.9. The reward is non-transferrable. Compensation through the redemption of Citi Bonuses for a CASH BACK Pro reward will only be allowed once in respect of each particular transaction.

4.10. The Bank may turn down the Member's CASH BACK Pro request if the Member's Citi Bonuses balance is insufficient for the purpose of cashback reward.

4.11. Citi Bonuses debited in exchange for a CASH BACK Pro reward cannot be restored in the Account. The reverse exchange of cashback reward for Citi Bonuses is impossible.

5. REDEEMING CITI BONUSSES FOR PARTNERS' PROMO CODES

5.1. A Primary Card Member may exchange Citi Bonuses held in his/her Account for Partners' promo codes with the simultaneous debiting of Citi Bonuses from the Account in accordance with these Rules.

5.2. The exchange of Citi Bonuses for Partners' promo codes with the simultaneous debiting of Citi Bonuses from the Account will take place within five (5) business days of the Primary Card Member's instruction to the Bank via CitiPhone or Citibank Online.

5.3. Prior to the receipt of a Partner's promo code, the amount of Citi Bonuses corresponding to the requested amount of the promo code will be debited from the Account on a "first in, first out" basis.

5.4. The promo code will be sent to the Member's mobile phone number. If the Member has provided the Bank with an incorrect phone number, he/she will be unable to use the promo code. The Member can change his/her mobile phone number by calling CitiPhone.

5.5. Promo codes will only be sent to mobile numbers assigned by Russian mobile service providers.

5.6. Citi Bonuses debited in exchange for a Partner's promo code cannot be restored in the Account, including where the Member refuses to use such promo code. The reverse exchange of promo codes or their conversion into cash are impossible and inadmissible.

5.7. Citi Bonuses are converted into Partners' promo codes at a rate as determined by the Bank. The exchange rates are published on the

Bank's website at www.citibank.ru. Citi Bonuses may only be exchanged for the promo codes of certain nominal values, and no arbitrary exchange of Citi Bonuses for Partners' promo codes is allowed.

6. MISCELLANEOUS

6.1. The Bank may, at its discretion, change these Rules and the list of Partners at any time. In the event of changes to these Rules, the Bank will notify its customers thereof by posting a new version of the Rules at www.citibank.ru.

6.2. The Bank and/or Partners also may, at their discretion and without prior notice to the Member, change the list of eligible transactions, goods and services and the amount of Citi Bonuses that may be awarded on such transactions, goods and services, as well as determine the admissibility and manner of exchange of Citi Bonuses for Partner Points for a particular Member.

6.3. If the Member is granted a reward other than a discount on Partners' goods and services, such reward may be subject to tax under Russian law. Therefore, the Member needs to contact the concerned Partner for additional information and clarification and familiarize him/herself with the terms and conditions of the Partner Program prior to the purchase of goods or services for Partner Points. If the income tax is due, Citibank and/or Partner will be required to properly notify tax authorities of the income/benefit received by the individual and, if necessary, withhold the tax.

6.4. The Member's rewards account with a Partner is credited with Partner Points which may only be applied by the Member towards discount(s) on the Partner's goods and services, rather than with a cash amount (or any part thereof) transferred by the Bank to the Partner. No cash withdrawals from the Account and/or the Member's rewards account with the Partner and/or otherwise use of Partner Points are possible.

6.5. The Member may choose not to apply Partner Points towards discounts on Partners' goods and services, i.e. to waive his/her right to a discount and not receive any benefit for him/herself. Where this is the case, neither the Partner is obligated to return any cash to the Bank or the Member, nor the Bank is obligated to compensate the Member for the loss of potential benefit.

6.6. The Bank recommends that the Member should exchange Citi Bonuses for the Points of the Partners from whom he/she regularly purchases goods or services at his/her own expense.

6.7. Partners are not authorized to represent the Bank or make or give any representations or warranties on its behalf, and may only act within the authority conferred by these Rules or such other documents as may be approved by the Bank. The Bank is not responsible for any representations or warranties made or given by Partners outside of the powers conferred upon them.

6.8. The Member is deemed to have been duly notified of the termination or suspension of the Program if proper Notification has been given to him/her by way of telephone, electronic or regular mail, or published on the Bank's website at www.citibank.ru.

6.9. The Member authorizes the Bank to transfer the following information about him/herself to Singapore Airlines Plc (Singapore, 6801 Ayala Avenue, Makati), British Airways Plc (Waterside, PO Box 365, Harmondsworth, UB7 0GB), Delta Air Lines, Inc. (P.O. Box 20706 Atlanta, Georgia 30320-6001), OAO Urals Airlines (1g, Utrenniy per., Yekaterinburg, 620025, Russia), Six Continents Hotels, Inc. (Three

Ravinia Drive Suite 100, Atlanta, Ga 30346), Hilton HHonors Worldwide LLC (7930 Jones Branch Drive, McLean, Virginia 22102), Etihad Airways PJSC (PO Box 35566, Abu Dhabi, UAE), Citibank Singapore LTD (8 Marine View #21-00 Asia Square Tower 1 Singapore 018960), Citibank N.A Singapore Branch Global Consumer Banking (No 5, Changi Business Park Crescent, #05-00, Changi Business Park, Singapore 486027), OOO Loyalty Program (24, bldg. 2, Bazhova st., Moscow), throughout the duration of his/her membership of the Program, to wit: full name, sex, date of birth, address for delivery of the Card and mail, telephone numbers (at his/her current home and work addresses, and mobile), e-mail address, details of employment, education, marital status, number of children (if any), car make and model (if any), property at his/her current home address, and information as necessary for the accrual of KrisFlyer, Executive Club and SkyMiles miles; and confirms that any and all information provided by him/her in the Application may be used by the Bank and the organizations authorized by the Bank, including those outside of Russia, solely within and for the purposes of the Program.

6.10. Any Members participating in Citi Prestige special promotions need to familiarize themselves with, and abide by, the terms and conditions of such promotions available on the Bank's website at www.citibank.ru.

6.11. A Supplementary Card holder can use the Card to earn Citi Bonuses, but his/her access to the Bank's telephone banking service and website may be limited by the Bank.

6.12. It is the Member's responsibility to ensure that all Supplementary Card holders are aware of these Rules.

6.13. Other terms and conditions that are not included in these Rules, including the terms and conditions of special promotions, are available on the Bank's website at www.citibank.ru.

6.14. Conditions of issue and use of the Card and details of the Bank's tariffs are available at www.citibank.ru.

6.15. Discounts are made available at the discretion of, and subject to the procedure set by, the Partners. AO Citibank, Citigroup Inc. and their affiliates accept no liability whatsoever for the offers of the Partners, including in connection with the availability of any discounts. Discount details are provided based on information received from the Partners. The discounts are not cumulative with any other discounts or special offers. The offers are limited in time.

6.16. The Bank is under no obligation to secure the possibility of exchanging Citi Bonuses for Partner Points. The possibility of exchanging Citi Bonuses for the Points of any one or all of the Partners may not exist, and the Bank cannot be held responsible therefor.

6.17. The Member is responsible for the mobile phone number provided to the Bank.

7. RESOLUTION OF DISPUTES

7.1. All disputes and differences arising out of, or in connection with, these Rules will be settled by way of negotiation. If the parties fail to reach an agreement, the dispute will be heard and resolved by a court in accordance with Russian law subject to the condition that the parties first attempt to settle out of court, in which case a response to the claim must be given within ninety (90) days of its receipt in writing.

ANNEX 1
 TO THE CITI PRESTIGE BONUS PROGRAM
 RULES, TERMS AND CONDITIONS
 CASH BACK PRO ELIGIBLE MERCHANT CATEGORIES

MCC	Merchant Category	Category
3000-3299	Airlines, Air Carriers	Travel
4511	Airlines, Air Carriers	Travel
3351-3441	Car Rental Agencies	Travel
3501-3999	All Hotels	Travel
7011	Hotels, Motels and Resorts	Travel
4111	Local and Suburban Commuter Passenger Transportation, Including Ferries	Travel
4112	Passenger Railways	Travel
4411	Cruise Lines	Travel
4457	Boat Rentals and Leasing	Travel
4722	Travel Agencies, Tour Operators	Travel
5309	Duty Free Stores	Travel
7512	Automobile Rental Agency	Travel
5541	Service Stations	Filling Stations
5542	Automated Fuel Dispensers	Filling Stations
5983	Fuel Dealers – Fuel Oil, Wood, Coal, and Liquefied Petroleum	Filling Stations
5172	Petroleum and Petroleum Products	Filling Stations
7832	Motion Picture Theaters	Motion Picture Theaters
5812	Eating Places, Restaurants	Restaurants and Bars
5813	Bars, Cocktail Lounges, Discotheques, Nightclubs, and Taverns	Restaurants and Bars
5814	Fast Food Restaurants	Restaurants and Bars
5411	Grocery Stores	Shopping
5311	Department Stores	Shopping
5651	Family Clothing Stores	Shopping
5611	Men's and Boy's Clothing and Accessories Stores	Shopping
5621	Women's Ready-to-Wear Stores	Shopping
5681	Furriers and Fur Shops	Shopping

5691	Men's and Women's Clothing Stores	Shopping
4121	Taxicabs	Taxi
5411	Grocery Stores, Supermarkets	Supermarkets
5541	Service Stations	Filling Stations
5812	Eating Places, Restaurants	Restaurants and Bars
5813	Bars, Cocktail Lounges, Discotheques, Nightclubs, and Taverns	Restaurants and Bars
5814	Fast Food Restaurants	Restaurants and Bars