

# **CitiBusiness<sup>®</sup> Client Manual**

U.S. Markets

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# General Information

Thank you for opening a CitiBusiness® Account with Citibank. When you open an account, you agree to abide by the rules and regulations governing that account. While some of the information, rules and regulations are contained in this CitiBusiness Client Manual (sometimes referred to as "Manual"), others can be found in the other agreements and documents we give you at the time you open particular accounts. By opening and maintaining an account, you agree that this Manual will operate as an agreement between you and Citibank, and that you are subject to the arbitration agreement set forth herein. Please read all of these sources carefully. For important information concerning account fees and charges and the availability of funds from your deposits, please refer to "Citibank's Standard Funds Availability Policy" on page 26 and the separate brochure entitled CitiBusiness Schedule of Standard Fees and Charges provided with this Manual. If a service we offer has a separate agreement, and there is a conflict between the terms of this Manual and the separate agreement, the separate agreement will apply.

Your CitiBusiness Client Manual does not contain information relating to other more specialized services such as investment services through Citigroup Global Markets Inc., ("CGMI"), member SIPC, and an affiliate of Citibank, or services provided through CitiBusiness Online. For information regarding products or services that are no longer offered, please consult your original account agreements.

This CitiBusiness Client Manual applies to accounts in the geographical area where you open your account. Citibank deposit accounts maintained in other geographic areas throughout the U.S. and the Commonwealth of Puerto Rico cannot be linked for pricing or statements.

## Definitions

"Authorized Signer" means a person with actual or apparent authority by your business to perform transactions on your accounts and enter into agreements for banking services whether by signing account signature cards or the Business-General Deposit Resolution (or another resolution or other form of authority we accept) or with delegated authority by those signing these documents such as a CitiBusiness Online System Administrator.

"Business Day" means any day of the week that is not a Saturday, Sunday or bank holiday. Non-business days are considered part of the following business day. The end of business day may vary from Branch to Branch, and is posted in each Branch. For a definition of business day as to the availability of deposits you make, please refer to "Citibank's Standard Funds Availability Policy" on page 26.

"Citibank ATM Card" means a Citibank Banking Card that may be used at ATMs and Point of Sale ("POS") merchants for PIN purchases (see the "Electronic Banking" section of this Manual).

"Citibank Banking Card" means a card that may be used at ATMs and at POS merchants, including Citibank ATM cards and Citibank Debit Cards. We may also refer to this card as a Citibank Card or Citi Card in promotional and other materials.

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

"Home Branch" means the Branch where you opened your account or to which you transferred your account.

"Network ATM" means an automated teller machine ("ATM") other than a proprietary Citibank ATM that is operated by or on behalf of a financial institution that is a member of a qualifying payment processing network including ATMs bearing the MasterCard®, Maestro® or Cirrus® marks.

"Proprietary Citibank ATM" (also referred to as "Citibank ATM") means an envelope free (image) ATM that is owned or operated by Citibank, generally found in Citibank branches.

"We," "us," "our," and "Citibank" mean Citibank, N.A. The words "you" and "your" refer to the business or professional entity opening a CitiBusiness Account and/or its authorized representatives, as appropriate.

## Customer Service

### Changing Your Account Records

It is important that your account records be kept up to date. Please inform us of any change in your business address or your electronic mail address. Be sure to change the address on all of your accounts. If you fail to do so, we shall not be liable for errors, debits or charges to your account resulting from such failure.

### Account Errors and Adjustments

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

You have a responsibility to review your account statements in a timely manner and to notify us promptly of any errors. You must notify us in writing within 30 days after we send or make available to you your account statement and accompanying items of any errors, discrepancies, or unauthorized transactions. If you fail to do so, we shall not be liable for debits or charges to your account resulting from such errors, discrepancies, or lack of authorization, or for losses resulting from subsequent related occurrences. Note Exception: Automated Clearinghouse ("ACH") transactions may not be covered by the 30 day rule. See below section.

**Unauthorized Electronic Automated Clearinghouse (ACH) Transactions.** You agree to notify us within one business day from the date that an unauthorized ACH transaction posts to or is debited from your account. If you fail to do so, we may not be responsible or liable to you for any such ACH debit or the loss resulting from such debit.

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

If, by mistake, funds to which you are not entitled are deposited into your account, we have the right to remove these funds from the account at any time without prior notice to you. If there are insufficient funds in the account to correct the mistake, we may charge your other accounts for the necessary funds.

### Account Statements and Notices

We will send you, by mail to the postal address reflected in our records, periodic account statements that show all of the activity for the statement period, all transactions made with your Citibank Banking Card, all transfers that you authorized in advance, and other information on the account for the statement period.

Your periodic statement will include a summary of your linked account balances and an itemized listing of your transactions by date, including information about the checks presented against your account. We use postage-paid ordinary mail to send you statements or notices to the postal mailing address that is reflected in our records for the account. We may also send notices and other account-related information to you and your Authorized Signers to electronic mail addresses reflected in our records for you and your Authorized Signers.

Regardless of the number of owners of an account, we will only send one statement per account. A notification provided to any of the Authorized Signers of an account shall be deemed to be a notification to you and is considered delivered to you on the date we first place the statement or notice in the mail regardless of whether or not you receive it. You are responsible for providing copies of all statements and other account information to all co-owners of your accounts.

If two consecutive notices and/or statements are returned to us for any reason, you agree that we may hold subsequent account statements and notices until we receive forwarding information from you. Statements and notices held for you will be deemed delivered to you on the date they were prepared (for held statements), mailed (for returned statements), or otherwise made available to you. At our discretion, we may destroy mail that is returned to us as determined that it is not able to be delivered.

Instead of receiving a paper statement through the mail, you may choose to enroll in our paperless statement service when you manage your accounts through CitiBusiness Online. If you chose to use the paperless statement service, we will make your statement available to you and your authorized users through CitiBusiness Online. Statements will be deemed delivered to you when they are made available through CitiBusiness Online. This service is subject to separate terms and conditions that will be provided to you and accepted by your CitiBusiness Online System Administrator. The paperless statement option may not be available with all accounts.

### Recording Your Service Requests

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

### Fees and Charges

Citibank applies service charges for its products and services in accordance with the schedule set forth in the CitiBusiness Schedule of Standard Fees and Charges brochure provided with this Manual, as may be updated from time to time. Please consult that brochure for a description of those charges. In addition to all other fees and service charges Citibank may apply for its products and services, Citibank reserves the right to charge an additional deposit-related fee on any account based upon available funds in such account. To the extent such fee is implemented, it will be set forth on the CitiBusiness Schedule of Standard Fees and Charges brochure.

### Amendments/Changes to this Manual

We reserve the right to change the rules and regulations governing the accounts and services described in this Manual, which may include adding to them or deleting certain provisions entirely or partially. We also reserve the right to withdraw any product or service described in this Manual at any time. We will revise this Manual from time to time to reflect these changes. Copies of the current Manual will be available at any Branch. We suggest that you keep any notification of changes to this Manual along with the rest of your Citibank account information. Unless otherwise required by law, we may amend this Manual without prior notice to you. If we choose to notify you or are required by law to notify you of changes to this Manual, we may mail or deliver a notice or a statement message, or make available such changes electronically. Certain fees may change without notice to you.

### Special Services for Persons with Disabilities

At Citibank, access to services and facilities is available to all clients, including those with vision, hearing or physical handicaps.

- Clients with vision and reading disabilities can get cash and make deposits at our Proprietary Citibank ATM locations via special screen and audio cues. Ask for instructions at your nearest Branch.
- Text Telephone/TTY is available for clients with speech or hearing disabilities through special phone lines to clients seeking service. For service inquiries, the TTY number is 1-800-945-0258.
- By prior arrangement, sign language service can be made available in our Branches.
- Each Proprietary Citibank ATM location features one lowered machine serving the needs of individuals in wheelchairs.

### Opening an Account

#### IMPORTANT INFORMATION ABOUT OPENING A NEW ACCOUNT AT CITI

To help the United States Government fight terrorism and money laundering, Federal law requires us to obtain, verify, and record information that identifies each person or business that opens an account or establishes a relationship. What this means for you:

**Accounts Opened by Sole-Proprietors:** When you open an account, we will ask for your name, a street address, date of birth, and an identification number, such as a Social Security number, that Federal law requires us to obtain. We may also ask to see your driver's license or other identifying documents that will allow us to identify you. We appreciate your cooperation.

**Accounts Opened by All Other Businesses:** When you open an account or establish a relationship, we will ask for your business name, a street address and a tax identification number, that Federal law requires us to obtain. We appreciate your cooperation.

You authorize us to disclose this information to affiliates and nonaffiliated third parties as permitted by applicable law.

You can open a CitiBusiness account at any of our branches. The branch you choose is then referred to as your Home Branch. This branch has certain information regarding your business and your business accounts that is not readily available at other branches. Therefore, there may be certain things that you can only do at your Home Branch.

Accounts are opened subject to our ability to identify you and the signatures of each signer on the account. Generally, we require one piece of suitable identification with your signature or photograph on it. When you open an account, we obtain a report from a reporting agency regarding your past handling of banking services. We require a tax identification number for all accounts.

Additional documentation about your business that we may require is determined by the type and nature of business you are operating. Consult with the branch for specific information as to the documentation we require for your business to establish an account.

You are responsible for providing us with amended documents should the information contained in your documentation change. This is especially important if there is a change in the officers or signing authority of your business.

We cannot be responsible for losses you sustain if you fail to inform us of changes in the authority of your representatives to conduct your banking business.

### **Closing an Account**

You may close your account at any time except as stated otherwise in this Manual. The same signatures required for writing checks and making withdrawals are required to close the account.

If you close a Certificate of Deposit account before maturity, you will be subject to an early withdrawal penalty.

We reserve the right to close your account at any time with or without cause. We may try to notify you in advance should this be necessary, but we are not obliged to do so. We also reserve the right to close any CitiBusiness account if a zero balance remains for over 45 days.

If we close your account, we will send you a check for your final balance, minus applicable service fees. If your account balance is insufficient to pay applicable fees and charges owed to us, you will continue to be liable to us for the unpaid amount and interest thereon until it is paid in full. Your obligations for transactions conducted prior to account closure will survive the closure of the account.

### **Transferring Ownership and Assignments**

Accounts are not transferrable or assignable except with the permission of Citibank. Public Fund Accounts are transferable, but written instructions are required. Certain Business Accounts may be assigned as collateral for a loan from Citibank or another lender. For the assignment to be effective, we must receive documentation in a form and substance satisfactory to us.

### **Special Circumstances**

#### **Restricted Access to Accounts**

There are occasions when access to deposits or property in your safe deposit box is restricted. Funds assigned as collateral, or deposits that are attached in connection with a legal action, are examples of restricted access. If funds assigned as collateral are in interest-bearing accounts, they will continue to earn interest as usual. They may not, however, be used in connection with our CitiBusiness Safety Check services.

When we receive an order instructing us to restrict access to funds in an account or property in a safe deposit box, we ensure compliance by removing the funds from the account and maintaining them separately or by restricting access to the safe deposit box. These funds will not earn interest and will not be considered as part of your balance in determining account charges.

#### **Forfeited Accounts**

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

#### **Overdue Debts and Judgments**

The law allows us to use the money from any account held by the business to pay any overdraft or debt that the business owes us. This is called the "Right of Set-Off." In certain situations, we may also have the Right of Set-Off against your individual accounts. For example, we may debit the personal account of a general partner for an obligation owed to us by the partnership. We are not required to give you advance notice of our intent to exercise our Right of Set-Off; if we do take such action, we will notify you afterwards.

#### **Dormant Accounts**

Under abandoned property statutes, we must turn over to the state your checking, savings, or matured certificate of deposit accounts if you have not done at least one of the following during a specified period of time:

- Deposited or withdrawn funds or initiated another financial transaction.
- Signed our active account confirmation form.
- Written to us concerning the account.

A time deposit account that has not reached maturity is not considered inactive, but if the account renews automatically, it can become inactive on our records starting after the maturity date.

Please note that the period of inactivity for an account to be considered abandoned property differs by state. The laws of the state of your last known address determine the inactivity period and the manner in which your funds are transferred to the state. Please contact The CitiBusiness Service Center or your Branch if you would like specific information concerning the length of the inactivity period applicable to your account.

#### **Accounts of Deceased Persons**

In case of death of an account owner, we will continue to honor checks written on that account until we are notified of the death. Upon notification, we will block the account. By law, and/or our policy, certain documents must be presented to us before funds in such an account can be paid out and the account closed. Please contact the CitiBusiness Service Center at 877-528-0990 or your dedicated service specialist for further information on the type of documentation that would be needed in this situation.

#### **FDIC Insurance**

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

## Legal Processing

You agree that we may comply with any state or federal legal process, including, without limitation, any writ of attachment, adverse claim, execution, garnishment, tax levy, restraining order, subpoena or warrant relating to you or your account which we believe to be valid, without any liability from us to you. You agree that if we are served with legal process at any of our Branches or offices, we may comply with it, even if it is served at a location other than where your account was opened. Further, you agree that we may comply with such process as we deem appropriate under the circumstances even if the legal process or document appears to affect the interest of only one owner of the account. In such case, we may refuse to permit withdrawals or transfers from your account until such legal process is satisfied or dismissed even if such action results in insufficient funds to pay a check you have written or otherwise satisfy an obligation you may have incurred. Accounts opened with trust or fiduciary designations (e.g., "XYZ, Inc. – Client Trust Account") may be subject to legal process unless our records contain an express written trust or court order that provides otherwise.

You agree that we are entitled to a processing fee, for which you are liable to us, upon receipt of any legal process. We may deduct such fee, as well as any expenses, including without limitation attorneys' fees, in connection with any such document or legal process, from your account or any other account you may have with us without prior notice to you, or we may bill you directly for such expenses and fees. In addition, you agree that if we are not fully reimbursed for our record research, reproduction and handling costs by the party which served the process, you shall be similarly liable to us. Any garnishment, attachment or other levy against your account shall be subject to our right of setoff and security interest.

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

You agree that we will not pay and you shall not be entitled to receive interest on any funds we hold or set aside in connection with our response to legal process. Finally, you agree that we may accept and comply with legal process, irrespective of how and/or where it was received even if the law requires any particular method of service.

## Verifying Information

We may verify the information you give us when you open an account. In addition, you agree to allow us to answer any credit inquiries we may receive about your account from other financial institutions. In the event your account is closed for cause, Citibank may report this information, in accordance with applicable law, to a credit bureau.

## Consumer Reporting Agency Information

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

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

## Our Relationship

The relationship created by any deposit shall be that of debtor and creditor. No fiduciary or other special relationship exists between us.

## Indemnity and Limitation of Liability

You are solely responsible for the lawfulness and propriety of your account transactions. You agree to use your accounts solely for lawful and proper business, commercial and other legitimate non-consumer purposes in compliance with all laws applicable to your business and your account transactions (including without limitation and by way of example only, laws applicable to any payroll or similar checks drawn on any account of yours, and laws applicable to any special purpose account such as a trust, escrow, or security deposit account). You agree to indemnify Citibank, its shareholders, affiliates, directors, officers, employees, successors and assigns (collectively, the "Parties") and agree to hold the Parties harmless from and against any and all losses, payments, damages, costs, expenses (including reasonable legal fees and disbursements), liabilities, claims, actions and suits which the Parties or any of them may suffer or incur arising out of or in any way relating to, directly or indirectly, (i) your failure to furnish us any documentation in form and substance satisfactory to us, (ii) any misrepresentation made by you in connection with your application for any account or in connection with any account you open or maintain, (iii) any inaccuracy of any information provided to us by you or on your behalf, or (iv) our reliance on any agreement or representation made by you or on your behalf or any instruction or authorization issued by you or on your behalf, in connection with your application for any account or in connection with any account you open or maintain. This indemnification shall survive the closure of any account or sub-account you open or maintain.

Except as expressly prohibited by applicable law, neither Citibank nor you shall be liable to the other for any punitive, special, consequential, incidental, or indirect damages, even if the other party was aware of the possibility of such damages. Our liability for a claim will be limited to the face value of an item or transaction improperly dishonored or paid, or the face value of any transaction not properly credited or debited.

## Governing Law

Accounts and services through Citibank are governed by federal law and regulations. To the extent that such laws and regulations do not apply, these accounts and services shall be governed by and be construed in accordance with the laws of the state in which the branch for your account is located, unless a specific agreement states otherwise, or is provided under abandoned property statutes.

## Foreign Account Tax Compliance Act (FATCA)

In order for Citibank to be compliant with the provisions of The Foreign Account Tax Compliance Act (commonly known as "FATCA"), a U.S. federal tax law, Citibank may contact you to request additional information and/or documentation. Please understand that Citibank does not and will not in any way support any attempt by you to evade U.S. taxes or any request by you for help in avoiding detection under FATCA. Furthermore, since Citibank is not in the business of providing tax advice, you should not rely upon Citibank to determine the impact of FATCA on your own business activities or what your own compliance obligations are under FATCA. We encourage you to seek the advice of experienced tax advisors to determine what actions you need to take to become FATCA compliant. Your failure to comply with FATCA may result in restricted access or withholding of taxes from interest payments due to you.

# Resolutions of Disputes/Arbitration

## PLEASE READ THIS PROVISION OF THE AGREEMENT CAREFULLY.

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

**Agreement to Arbitrate Disputes.** Either you or we may elect, without the other's consent, to require that any dispute between us, or concerning your Citibank deposit account, Business Credit account or Business Checking Plus account, except those disputes specifically excluded below, be resolved by binding arbitration.

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

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

**Commencing an Arbitration.** The party filing an arbitration must file it with the American Arbitration Association and follow its rules and procedures for initiating and pursuing arbitration. If you initiate the arbitration, you must notify us in writing at Citibank, C/O Legal Services Intake Unit, 701 E. 60th Street., N., Mail Code 1251, Sioux Falls, SD 57117. If we initiate the arbitration, we will notify you in writing at your last known address on file. You may obtain a copy of the arbitration rules for this forum, as well as additional information about initiating an arbitration by contacting the American Arbitration Association (www.adr.org) – (800) 778-7879 (toll free).

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

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

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

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

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

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

**JURY TRIAL WAIVER: FOR ANY MATTERS NOT SUBMITTED TO ARBITRATION, YOU AND WE AGREE AND UNDERSTAND THAT YOU AND WE ARE BOTH IRREVOCABLY AND VOLUNTARILY GIVING UP THE RIGHT TO TRIAL BY JURY.**

CLASS ACTION WAIVER: TO THE EXTENT PERMITTED BY APPLICABLE LAW, FOR ANY MATTERS NOT SUBMITTED TO ARBITRATION, YOU AND WE HEREBY AGREE THAT ANY LITIGATION ARISING OUT OF THESE RULES AND REGULATIONS, RELATING TO ANY DISPUTE BETWEEN YOU AND US OR ANY OF CITIBANK'S EMPLOYEES, OFFICERS, DIRECTORS, PARENTS, CONTROLLING PERSONS, SUBSIDIARIES, AFFILIATES, SUCCESSORS AND ASSIGNS WILL PROCEED SOLELY ON AN INDIVIDUAL BASIS AND WILL NOT PROCEED AS PART OF A CLASS ACTION, AND YOU SHALL NOT SERVE AS A CLASS REPRESENTATIVE, OR PRIVATE ATTORNEY GENERAL WITH RESPECT TO ANY SUCH LITIGATION.

**Resolution Of Disputes.** You or we can require that any Disputes be resolved by binding arbitration. If neither you nor we decide to compel arbitration, then all claims and Disputes shall be resolved in court by a judge without a jury, as permitted by law.

**Exception for claims brought in California state court:** If a claim related to a Dispute is brought in a California state court, either you or we can elect to compel the other to have the claim resolved by general reference of the Dispute to a judicial referee under California Code of Civil Procedure Section 638, as provided below. The judicial reference or trial by a judge will take place solely on an individual basis without any joinder of multiple parties' claims or as a form of class or other representative action. A Dispute sent to judicial reference is heard by a single judicial referee, but remains in the court system subject to the same rules of procedure, discovery and evidence and appeal as any court case. The judicial referee will be an active or retired judge or attorney with more than 10 years of experience, chosen by mutual agreement of you and Citibank. If you or we are unable to agree upon a referee within ten calendar days after one of us serves a written notice of intent for judicial reference upon the other, then the referee will be selected by the court in accordance with California Code of Civil Procedure Section 640(b). The judicial referee, sitting alone without a jury, will decide questions of law and fact and will resolve the Dispute. This includes the applicability of this Resolution Of Disputes section and the validity of this Manual. Judicial reference will be governed by California Code of Civil Procedure Section 638 at seq. and the judicial referee will determine all issues in accordance with applicable law and the California rules of evidence. The judicial referee is empowered to provide all temporary or provisional remedies and rule on any motion that would be authorized in court proceedings, including motions for summary judgment or summary adjudication. The award that results from the decision of the referee will be entered as a judgment in the court that appointed the referee, in accordance with the provisions of California Code of Civil Procedure Section. You and we both reserve the right to seek appellate review of any judgment or order to the same extent permitted in a court of law had there been no referral.

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

**Severability, Survival.** These arbitration and dispute resolution provisions shall survive:

- i. termination or changes to your deposit, CitiBusiness Checking Plus, CitiBusiness Safety Check or any related services we provide;
- ii. the bankruptcy of any party; and
- iii. the transfer or assignment of your deposit, CitiBusiness Checking Plus, CitiBusiness Safety Check or any related services we provide.

If any portion of this arbitration provision is deemed invalid or unenforceable, it shall not affect the validity of any other of its provisions. No provision of this arbitration provision may be amended, severed or waived absent a written agreement between you and us.

## CitiBusiness Checking Accounts

Citibank offers checking plans that provide the extra convenience of 24-hour banking using your Citibank Banking Card/CitiBusiness Debit Card at any Proprietary Citibank ATM location and cash access at Network ATM machines worldwide. You can also apply for overdraft protection with our CitiBusiness Checking Plus line of credit (CitiBusiness Checking, CitiBusiness Streamlined Checking, CitiBusiness Flexible Checking, and CitiBusiness Interest Checking only) or sign up for CitiBusiness Safety Check overdraft coverage. See the "Overdraft Protection" section for information on CitiBusiness Checking Plus and CitiBusiness Safety Check.

### Checking Account Plans

Citibank offers a variety of checking account plans to match your business needs, as listed below:

#### Non-Interest-bearing Checking Accounts

The following accounts are our core checking accounts and are all non-interest-bearing.

- CitiBusiness Checking
- CitiBusiness Streamlined Checking
- CitiBusiness Flexible Checking

#### Interest-bearing Checking Accounts

The following accounts are interest-bearing accounts: CitiBusiness Interest Checking, CitiBusiness Interest on Lawyer Account (IOLA), Interest on Lawyer Trust Account (IOLTA), and Interest on Trust Account (IOTA)

#### Important Information about Interest-bearing Checking Accounts

Citibank reserves the right, in its sole discretion, based upon its determination of market conditions, to discontinue paying interest on any interest-bearing accounts upon 60 days notice to you.

#### CitiBusiness Interest Checking

This demand deposit (DDA) checking account pays interest compounded daily, on the available funds in the account. Interest-bearing DDA accounts may differ from non-interest-bearing DDAs in regards to FDIC insurance coverage. The FDIC website at [www.fdic.gov](http://www.fdic.gov) allows you to determine the amount of your deposits which are insured. For more information, please contact the FDIC directly at 1-877-ASKFDIC (1- 877-275- 3342). In all other respects CitiBusiness Interest Checking operates like a non-interest-bearing checking account and is subject to the same terms and conditions.

**CitiBusiness Interest on Lawyer Account (IOLA), Interest on Lawyer Trust Account (IOLTA), Interest on Trust Account (IOTA):** This interest-bearing checking account is available to attorneys and law firms that receive and disburse qualified clients' funds. Like a CitiBusiness Interest Checking Account, it pays interest compounded daily on the available funds in the account. The interest earned is credited to the IOLA/IOLTA/IOTA account at the end of each month and is then transferred to the state IOLA/IOLTA/IOTA Fund after fees, as applicable, have been deducted. We reserve the right to require seven days advance notice in writing before permitting a withdrawal from this account. Citibank is required by law to reserve this right but does not presently exercise it. In all other respects, the account operates like a CitiBusiness Interest Checking Account and is subject to the same terms and conditions.

**Note:** Attorneys may also open other escrow accounts, including Interest Checking Accounts.

**Rates for CitiBusiness Interest Checking, IOLA, IOLTA and IOTA Accounts:** Interest rates and Annual Percentage Yields are determined by Citibank and can change at any time. For current interest rate and annual percentage yield information, see our Interest Rate sheet for CitiBusiness products.

- Interest will be paid on check deposits to these accounts beginning on the date Citibank receives credit for the funds from the Federal Reserve. This date will be no later than the second business day after the business day the check deposit is received. Interest will be paid on cash deposits beginning on the business day the cash deposit is received.
- We use the daily balance method to calculate the interest on your account. This method applies a daily periodic rate to the principal in the account each day.
- When interest begins to accrue, it is computed on a 365-day basis for the actual number of days your money is on deposit. Interest may be computed using a 366-day basis for a leap year.
- Interest is compounded daily and credited to your account after the close of business on the last business day of your statement cycle, after deducting any amount which we may be required by law to withhold for income tax purposes. If the account is closed before the date interest is credited, interest will be paid up to, but not including, the closing date of the account.

For IOLA/IOLTA/IOTA accounts opened in California and Florida, interest rates will adjust during the statement cycle based on your balances on deposit. The same rate may be assigned to more than one balance range. The following are the current balance ranges as applicable by location.

Location	Balance range
Illinois and Nevada	\$0 and up
New York and Texas	\$0-\$99,999.99 \$100,000 and up
California	\$0-\$24,999.99 \$25,000-\$49,999.99 \$50,000 and up
Florida	\$0-\$99,999.99 \$100,000-\$249,999.99 \$250,000-\$2,499,999.99 \$2,500,000 and up
Connecticut and New Jersey	\$0-\$24,999.99 \$25,000-\$99,999.99 \$100,000 and up
Washington, DC	\$0-\$99,999.99 \$100,000-\$249,999.99 \$250,000-\$999,999.99 \$1,000,000.00 and up

## Managed Account Services

Products designed to support the needs of the legal community, title and escrow companies, real estate or property management firms and other qualified businesses that either hold escrow funds or must segregate funds belonging to third parties on whose behalf professional services are provided (each, a "Client"). All products are intended for businesses that are required by law and/or generally accepted accounting principles to segregate funds taken in as part of a normal course of business. These products consist of a single Control Account established in your name and one or more linked Client sub-accounts opened in the name(s) of the Client(s) you designate. All accounts are subject to the terms and conditions specific to the account as detailed within this Manual.

Client sub-accounts can be non-interest-bearing checking, interest checking or insured money market accounts. For each sub-account, you will need to provide a Taxpayer Identification Number and tax certification from the client that is the beneficial owner of the funds.

### CitiEscrow Account

A product intended for attorneys to support compliance with applicable state laws governing administration of Client trust funds. The Control Account can be designated as an IOLTA/IOLA/IOTA or non-interest-bearing checking account. Interest-bearing Client sub-accounts can also be designated as IOLTA/IOLA/IOTA.

### Deposit Administrator Account

A product intended for businesses that utilize transaction and cash management services while allowing for the segregation of funds owned by various Clients or allocated to internal divisions within your business. The Control Account is designated as a non-interest-bearing checking account.

### Security Deposit Account

A product intended to hold and segregate tenant funds maintained as a rental security deposit. The Control Account is a non-interest-bearing checking account with linked Client sub-accounts that allow for the calculation and payment of security deposit interest to tenants and the collection of landlord fees related to security deposits as allowed in certain markets.

## TERMS AND CONDITIONS

These terms and conditions govern both your Control Account and each of the Client Accounts linked to the Control Account.

**Authorization:** You represent, warrant and covenant to Citibank that (i) you are duly authorized to open and operate each Client Account, (ii) each Client Account is and will be opened and operated in accordance with the agreements entered into between you and your Client in connection with a service you are performing for such Client, or if applicable, for the internal management of your own business (collectively, the "Transaction"), (iii) before opening any related Client Account, you will have obtained from all necessary parties the required authorization to open and operate said account, including proper authorization to make each deposit and withdrawal and to provide tax certifications signed by an authorized representative of each Client, (iv) and if you are acting as a fiduciary for the Client, either by agreement or operation of law, that a) you are complying and will continue to comply with all laws and regulations concerning the fiduciary relationship between you and each Client; b) you have advised each Client of all Citibank fees and other expenses that may be charged to the Client Account or may otherwise be deducted from such Client's funds, and c) you further represent and warrant that the fiduciary relationship between you and each Client does not give rise to any restrictions or prohibitions against charging such fees and other expenses to each Client.

You further covenant that you will promptly furnish to Citibank such documentation concerning the Transaction, as requested by Citibank, in form and substance satisfactory to it, including, without limitation, (i) agreements or other documentation evidencing your authority to open and operate your Control Account and any related Client Account and, as may be applicable, to act as a fiduciary for each Client, and (ii) for Transactions other than those operated by you for internal business management, agreements between you and each Client disclosing, in form and substance satisfactory to Citibank, any fees or expenses that Citibank may charge to the applicable Client Account or that may be otherwise deducted from such Client's funds.



**Citibank NOT Acting as Escrow Agent:** You understand and acknowledge that Citibank is not acting as an escrow agent or in any other fiduciary capacity with respect to your Control Account or any related Client Account.

**Disputes with respect to Funds in Control or Client Account:** Citibank shall have no responsibility for any dispute between you and any Client or any third party with respect to the funds deposited in either the Control Account or any Client Account. If you are a partnership, these terms shall remain in full force and effect despite changes in the parties comprising your partnership. The term "you" shall include any altered or successor partnership, but the predecessor partnerships and their partners shall not thereby be released from any liability. Citibank may require new partners to execute documentation relating to the accounts.

**Client Account Tax Information:** For each new Client Account, you shall provide to Citibank, within documentation required by Citibank and signed by an authorized representative of the Client, the name and taxpayer identification number of the party on whose behalf the account is being opened. You understand that if you fail to do so, the Client Account will be subject to backup withholding. Any type of Client Account could be subject to backup withholding under certain circumstances.

**Account Statement:** Citibank will provide you with monthly statements, which will show the current balance as of the date of the statement of your Control Account and each existing Client Account, and all financial activity for each such account during the month covered by the statement.

**Representations:** With respect to any funds deposited in either the Control Account or any Client Account that belong to a Client, you represent to Citibank that: (a) you are authorized by each Client to benefit from the use of any associated earnings credit and receive any other financial benefit from Citibank; (b) with respect to a Security Deposit Account, you are authorized to receive an administrative fee from your Client (where allowed by local law); (c) you are authorized to permit Citibank to offset fees due to Citibank from you against funds deposited in either the Control Account or any Client Account and (d) your use of the earnings credit and your authorization to Citibank to assess bank fees against funds deposited in either the Control Account or any Client Account and your receipt of any administrative fee will not violate any contract, law, or regulation.

## Opening an Account

### General CitiBusiness Checking Account Information

**Checkbook, Checks and Deposit Slips:** When you open your account you can order checks through us (including checks that are compatible with accounting software packages). When we place an order for your checks, we act as sales and billing agent for the check supplier, and we are compensated for our services. The cost in ordering through Citibank varies depending on the style and quantity you select and includes postage and handling. We will automatically deduct the amount from your account balance after your check order is processed.

If you choose to use an independent supplier for your printed checks, the checks must conform to specifications published by American National Standards Institute (ANSI) Committee X9A8. In addition, we may refuse to accept or process checks provided through an independent supplier unless we have approved those checks in advance. You are responsible for ensuring that magnetic ink character recognition (MICR) is properly encoded on those checks. You are also responsible for ensuring that the payee/business client name and address information matches the current full legal account name on bank records for your account. We reserve the right to return unpaid any check that is not properly MICR encoded and you agree that we will not be liable for any losses resulting from nonpayment of any such check. We also reserve the right to assess a fee to cover the cost associated with the manual processing of checks that have not been properly MICR-encoded.

**Account Reports:** When you open a checking account, we may obtain a report from a reporting agency regarding your past handling of checking accounts. We will also report to such agencies information about Citibank checking accounts that have not been handled properly. Upon request, we will give you the name of any agency that we have used.

**Account Cycle:** To operate your account, we may select a cycle of 28 to 31 days (not necessarily a calendar month), which will be referred to as a "month" or "months" in this Manual. Your service charges will be calculated based on a calendar month, however, they may appear on the following monthly statement.

## Account Activity Information

**Monthly Statements:** Each month we will mail you a statement recording all activity in your checking account for the statement period. It will include:

- Your balance on the statement date.
- An itemized listing by date of all of your deposits, transfers, automatic transfers, withdrawals and any service charges to your account.
- Digitized images of your cancelled checks, if requested, with an itemized listing, usually in numerical sequence.
- If you also have CitiBusiness Checking Plus, your CitiBusiness Checking Plus account information will be included on your monthly statement.
- A monthly statement will not be sent for accounts that have no balances and no activity.

You can see your account activity as far back as 3 months for credit transactions and 18 months for debit transactions anytime at a Proprietary Citibank ATM. You can also obtain account information from any telephone with our CitiBusiness Service Center (available Monday-Friday, 7 AM to 11 PM Eastern Standard Time; Saturday-Sunday, 9 AM to 5:30 PM Eastern Standard Time), at ATM network machines, and on CitiBusiness Online. See the "Citibank Banking Card" section on page 37 for details on account information available to you.

**Monthly Service Charge:** Any service charges and fees associated with your CitiBusiness Checking Account will be in accordance with our current fee schedule.

## CitiBusiness Savings, IMMA and CDs

This section provides specific product information about CitiBusiness Savings, CitiBusiness Insured Money Market Accounts (IMMAs), and Certificates of Deposit (CDs), as well as general information about all of our savings products.

The CitiBusiness Savings account has no term and no maturity date, and you can deposit or withdraw at any time. However, there are some restrictions on transfers imposed by federal banking regulations.

Our CitiBusiness Insured Money Market Account pays variable rates subject to balance requirements based on money market conditions. Like our CitiBusiness Savings account, there is no maturity date and there are some restrictions on transfers imposed by federal banking regulations.

Certificate of Deposit Accounts generally pay higher interest rates than the CitiBusiness Savings account. However, you must agree to leave your money on deposit for a specific length of time. The interest rate depends on the term of the account and remains fixed until the account matures.

### Important Information about Interest on CitiBusiness Savings, IMMA and CDs

Citibank reserves the right, in its sole discretion, based upon its determination of market conditions, to discontinue paying interest on your CitiBusiness Savings, IMMA or CD.

If Citibank elects to discontinue paying interest on your CitiBusiness Savings, IMMA or CD, we will provide you at least 60 days prior notice. With respect to any CD, such change in interest rate will not take effect until the first renewal date after we have provided you with 60 days notice.

### CitiBusiness Savings Account

Listed below are terms and conditions of our savings plan.

**Account Cycle:** To operate your account, we may select a cycle of 28 to 31 days (not necessarily a calendar month), which will be referred to as a "month" or "months" in the following terms and conditions.

#### Account Activity Information

**Statement Accounts:** For CitiBusiness Savings, we will mail you a statement recording all activity for the statement period. If you have a CitiBusiness Savings account with no activity and no balances, you will not be sent a statement.

**Interest Rates and Calculations for CitiBusiness Savings Accounts:** Interest rates and Annual Percentage Yields are determined by Citibank and can change at any time. For current interest rate and annual percentage yield information, see our Interest Rate sheet for CitiBusiness products.

- We use the daily balance method to calculate interest on this account. This method applies a daily periodic rate to the balance in the account each day. We will compound your interest daily, using a 365/366 (leap year)-day basis and computing interest from the business day of deposit up to, but not including the business day of withdrawal, provided your account is open when the interest is credited.
- Interest will be paid on check deposits to these accounts beginning on the date Citibank receives credit for the funds from the Federal Reserve. Interest will be paid on cash deposits beginning on the business day the cash deposit is received.
- We will credit the interest to your account at the end of your statement period after deducting any amount which we may be required by law to withhold for income tax purposes. Interest of \$1.00 or more will be credited at the time the account statements are issued even if the principal balance is zero. If the account is closed before the date interest is credited, you will forfeit all interest for that statement period.
- CitiBusiness Savings pays a variable rate, depending on the interest rate environment. Rate changes can take effect any time. The same interest rate may be assigned to more than one balance range.

For CitiBusiness Savings accounts opened in the New York area, Connecticut and New Jersey, your rate will adjust during the statement cycle based on your balances on deposit. The same rate may be assigned to more than one balance range. The following are the current balance ranges as applicable by location:

### Balance Ranges for CitiBusiness Savings Accounts

Location	Balance range
Connecticut, New Jersey and New York	\$0-\$99,999.99
	\$100,000.00-\$249,999.99
	\$250,000.00 and up
California, Florida, Illinois, Maryland, Nevada, Texas, Virginia and Washington, DC	\$0 and up

**Monthly Service Charge:** Any service charges and fees associated with your Savings account will be in accordance with our current fee schedule.

**Limits on Transfers:** The maximum number of pre-authorized transfers permitted from Savings is six per calendar month (See "Limits on Transfers" on page 31 for further details).

**Notice Requirement:** As required by federal regulations, we reserve the right to require you to provide written notice at least seven days prior to an intended withdrawal from your CitiBusiness Savings account. However, we do not presently exercise it.

### CitiBusiness Insured Money Market Account

Listed below are the terms and conditions of our Insured Money Market Account.

**Account Cycle:** To operate your Account, we may select a cycle of 28 to 31 days (not necessarily a calendar month), which will be referred to as a "month" or "months" in the following terms and conditions.

#### Account Activity Information

**Statement Accounts:** For CitiBusiness IMMA Accounts we will mail you a statement recording all activity for the statement period. If you have a CitiBusiness IMMA account with no activity and no balances, you will not be sent a statement.

**Interest Rates and Calculations for IMMA:** Interest rates are determined by Citibank and can change at any time. The same interest rate may be assigned to more than one balance range. For current interest rate information, see our Interest Rate sheet for CitiBusiness products.

- Interest will be paid on check deposits to these accounts beginning on the date Citibank receives credit for the funds from the Federal Reserve. Interest will be paid on cash deposits beginning on the business day the cash deposit is received.
- We use the daily balance method to calculate the interest on your account. This method applies a daily periodic rate to the principal in the account each day.
- When interest begins to accrue, it is computed on a 365-day basis for the actual number of days your money is on deposit. Interest may be computed using a 366-day basis for a leap year.
- Interest is compounded daily and credited to your account after the close of business on the last business day of your statement cycle, after deducting any amount which we may be required by law to withhold for income tax purposes. If the account is closed before the date interest is credited, interest will be paid up to, but not including, the closing date of the account.

The same rate may be assigned to more than one balance range.

### Balance Ranges for CitiBusiness Insured Money Market Accounts

Location	Balance range
All Markets	\$0-\$24,999.99
	\$25,000-\$49,999.99
	\$50,000-\$99,999.99
	\$100,000-\$499,999.99
	\$500,000-\$999,999.99
	\$1,000,000-\$9,999,999.99
	\$10,000,000 and up

**Monthly Service Charge:** Any service charges and fees associated with your IMMA will be in accordance with our current fee schedule. Please refer to the CitiBusiness Schedule of Standard Fees and Charges brochure.

#### Limits on Transfers

The maximum number of pre-authorized transfers permitted from IMMA is six per calendar month. Notice Requirement: As required by federal regulations, we reserve the right to require you to provide written notice at least seven days prior to an intended withdrawal from your CitiBusiness Savings account. However, we do not presently exercise it.

### CitiBusiness Certificates of Deposit Accounts

Citibank offers a choice of Certificates of Deposit with various lengths of terms. See the Chart on pages 22 and 23 for a complete list.

**Definitions:** The Opening Deposit, Term and Maturity Date of this account are specified on your Certificate of Deposit statement. If your account has been renewed, these words will refer to the Opening Deposit, Term and Maturity Date of the renewed account.

**Statements:** You will receive a monthly statement.

**Rate Information:** For current rates and annual percentage yields on CDs, see our Interest Rate sheet for CitiBusiness products. Your Annual Percentage Yield assumes your interest earned remains on deposit until maturity. A withdrawal of interest will reduce earnings on this account.

**Interest Computation:** We use the daily balance method to calculate interest on CDs. This method applies a daily periodic rate to the balance in the account each day. Interest will be paid on a 365/366 (leap year)-day basis from the date of deposit up to the date of withdrawal. Interest is compounded daily and is computed for the actual number of days funds have been on deposit. Interest will be credited to your account monthly or at maturity depending on the type of CD you have opened.

**Deposits:** Your minimum opening deposit varies by CD product (see the chart on pages 22 and 23). You can make additional deposits to your account in any amount, but only on a Maturity Date.

**Renewal at Maturity:** Your Certificate will renew automatically for succeeding terms of the same length, unless you withdraw your Deposit or we have received instructions in writing from you not to renew the Certificate or to renew it for a different term. Interest will be paid on the renewed Certificate at the rate being paid by us at the time of renewal on CitiBusiness Certificates of Deposit for similar amounts and maturities. We may cancel the right to renew this Certificate or amend these terms and conditions for any renewal period, by providing you with written notice at the address we have listed for you in our records.

**Penalty-Free Withdrawal of Principal (Grace Period):** For Certificates with terms of 30 days or longer, during the 7 calendar days following any Maturity Date, all or part of the amount on deposit may be withdrawn without incurring an early withdrawal penalty. Interest will be paid on the amount withdrawn from the last Maturity Date at our then current CitiBusiness CD rate.

**Withdrawals Before Maturity:** You have agreed to leave the principal of this Deposit in the account for the full term and for each full renewal term. Therefore, if all or any part of the principal of this Deposit is withdrawn before the initial Maturity Date (or the Maturity Date of any renewal period), we will charge a penalty before permitting the withdrawal. The early withdrawal penalty is described below. The principal of the Deposit may be reduced, if necessary to satisfy this penalty.

**Early Withdrawal Penalty:** The penalty on early withdrawal shall be an amount equal to the simple interest for a certain number of days, as shown in the chart on pages 22 and 23, on the principal withdrawn at the rate then being paid on the deposit. No penalty is charged for withdrawal following death or determination of incompetence of an account owner. For CDs that pay interest monthly, the penalty is calculated on the principal amount withdrawn. However, we generally do not allow partial withdrawals of principal.

## CitiBusiness Certificates of Deposit

CD Description	7-Day	14-Day	CD (short-term)
Term of Account	7 days	14 days	1, 2, 3, 6 months
Automatically Renewable	Yes	Yes	Yes
Minimum Opening Deposit	\$10,000	\$10,000 <sup>1</sup>	\$10,000 <sup>2</sup>
Additional Deposit	On Maturity Date	On Maturity	During Grace Period <sup>3</sup>
Rate set by Bank	Yes	Yes	Yes
Rate Fixed for Term	Yes	Yes	Yes
Daily Compounding	Yes	Yes	Yes
Interest Credited	At Maturity	At Maturity	At Maturity or Monthly
Available for Transfer*	At Maturity	At Maturity	At Maturity or Monthly
Penalty-Free Withdrawal of Principal (Grace Period)	Maturity Date plus 1 business day	Maturity Date plus 1 business day	Maturity Date plus 7 business days
Penalty for Early Withdrawal of Principal (simple interest assessed on amount withdrawn, unless otherwise noted)	7 days interest	14 days interest	30 days interest
Monthly Statement	Yes	Yes	Yes
Special Features			If interest at maturity is selected then tax reporting of interest in year of maturity only
Availability of Account by Marketplace	California, Connecticut, Florida, Illinois, Maryland, New Jersey, New York, Nevada, Texas, Virginia and Washington, DC	California, Connecticut, Florida, Illinois, Maryland, New Jersey, New York, Nevada, Texas, Virginia and Washington, DC	California, Connecticut, Florida, Illinois, Maryland, New Jersey, New York, Nevada, Texas, Virginia and Washington, DC The 1 Month term is not available in Illinois.

\* For all accounts interest is always available for transfer at maturity. For all accounts except Short Term CDs with Interest At Maturity, posted interest is available prior to maturity.

\*\* 1 calendar day for terms fewer than 31 days and 7 calendar days for terms more than 31 days.

\*\*\* 30 days interest for variable term CDs with terms of 30 plus days. For CDs with terms fewer than 30 days, the penalty is equal to the simple interest for the number of days that match the duration of the CD.

<sup>1</sup> The minimum opening deposit for this account in California/Nevada is \$25,000

CD (short-term)	Variable Term CD	CD (long-term)	CD (long-term)
9 months	Variable 7-365 days	18 months	1, 2, 3, 4, 5 years
Yes	Available in Texas and New York only	Yes	Yes
\$10,000 <sup>2</sup>	\$10,000	\$10,000 <sup>2</sup>	\$10,000 <sup>2</sup>
During Grace Period	During Grace Period	During Grace Period	During Grace Period
Yes	Yes	Yes	Yes
Yes	Yes	Yes	Yes
Yes	Yes	Yes	Yes
At Maturity or Monthly	At Maturity or Monthly <sup>4</sup>	Monthly	Monthly
At Maturity	At Maturity	Monthly	Monthly
Maturity Date plus 7 business days	Maturity Date plus 1 or 7 business days**	Maturity Date plus 7 business days	Maturity Date plus 7 business days
30 days interest	Up to 30 days interest***	90 days interest	1-2 yr CD, 90 days interest 3-4 yr CD, 180 days interest 5 yr CD, 270 days interest
Yes	Yes	Yes	Yes
Tax reporting of interest in year of maturity only	Withdrawals reducing principal below \$100,000 are not allowed		
Florida and Illinois	Texas <sup>5</sup> and New York <sup>5</sup>	California, Florida, Illinois, Nevada and Texas	California, Connecticut, Florida, Illinois, Maryland, New Jersey, New York, Nevada, Texas, Virginia and Washington, DC

<sup>2</sup> Where available, the minimum opening deposit for this account in California/Nevada is \$1,000, and in Illinois is \$2,500.

<sup>3</sup> For terms equal to or less than 30 days, additional deposits may be made at maturity only.

<sup>4</sup> Interest is credited at maturity only for variable term CDs with terms less than one month. For variable CD terms longer than one month, interest is credited monthly unless you have requested posting at maturity for CDs with terms greater than one month.

<sup>5</sup> Available for use in all markets by Public Fund entities.

## Overdraft Protection

This section outlines two Citibank services that are designed to provide you with overdraft protection, as well as access to uncollected funds in your checking account. Enrollment is not automatic. Ask a CitiBusiness Specialist for enrollment information.

**Termination:** We reserve the right to withdraw these services at any time, or to change rules governing these services upon notice to you. We also reserve the right to terminate your participation in these services for any reason, including an overdue payment to your CitiBusiness Checking Plus account.

### CitiBusiness Safety Check

CitiBusiness Safety Check covers overdrafts by transferring funds from your linked CitiBusiness IMMA or CitiBusiness Savings account to your CitiBusiness Checking account. CitiBusiness Safety Check will not permit you to get cash or make transfers between accounts if there are insufficient funds in your checking account.

The linked contributing account also covers the use of deposited funds that are not yet available in the checking account. For CitiBusiness Safety Check, you can link either your CitiBusiness IMMA or CitiBusiness Savings account as the contributing account.

#### How CitiBusiness Safety Check Works

**Contributing Accounts:** When you sign up for CitiBusiness Safety Check, you may select one account you maintain at Citibank as your "Contributing Account." It can be either a CitiBusiness Savings account or a CitiBusiness Insured Money Market Account (IMMA). Certificates of Deposit are not eligible Contributing Accounts. Only available funds in your Contributing Account can be used for CitiBusiness Safety Check coverage.

When CitiBusiness Safety Check is used to cover your use of deposited funds in your checking account that are not yet available (uncollected), a like amount in your Contributing Account will be held until the deposited funds become available. The funds held in your Contributing Account are not transferred to the checking account and will continue to earn interest. Since no transfer of funds occurs, there is no transfer fee for use of this service in this circumstance.

When CitiBusiness Safety Check is used to cover an overdraft in your checking account, an amount necessary to cover the overdraft will be transferred from your Contributing Account. A transfer fee as more fully described below will apply when the service is used to cover an overdraft.

**Transfer Maximums:** Transfers are limited to the total available funds in the Contributing Account. If one or more transactions causes your checking account to have a negative available balance on a given day, and if you have available funds in your Contributing Account to cover them, only one overdraft transfer and fee will be processed for the total amount transferred to cover the transactions.

Federal regulations require Citibank to limit the total number of certain kinds of transfers (including CitiBusiness Safety Check transfers) from your Contributing Account. The total permitted from Savings is six per calendar month; the total permitted from CitiBusiness IMMA is six per calendar month. For details, see the "CitiBusiness Savings, IMMA and CDs" section on page 18. If the total number of transfers has reached the applicable monthly limit, no Safety Check transfers will be made for the remainder of that calendar month or statement period, and checks which overdraw your checking account will be returned.

**Transfer Fee:** There is a fee to cover an overdraft (see the "CitiBusiness Schedule of Standard Fees and Charges" brochure). The transfer fee will also be listed in your monthly statement.

### CitiBusiness Checking Plus

CitiBusiness Checking Plus is a revolving line of credit that is attached to your checking account for availability of funds and overdraft protection. With CitiBusiness Checking Plus, you can withdraw funds or write checks for more than the available balance in your checking account – up to the amount available in your CitiBusiness Checking Plus line. CitiBusiness Checking Plus will give you immediate access to funds you deposit into your checking account.

#### How CitiBusiness Checking Plus Works

Your CitiBusiness Checking Plus line may be used to cover overdrawn balances in your checking account. This will result in an advance under your line for which a finance charge will be assessed in accordance with your CitiBusiness Schedule of Standard Fees and Charges.

Your CitiBusiness Checking Plus Line may also be used to cover your use of funds in your checking account that are not yet available (uncollected). For example, if you have \$1,500 available in CitiBusiness Checking Plus and you deposit a \$1,000 check at a Proprietary Citibank ATM you can withdraw funds from that deposit instantly-even if your available balance in your checking account was zero at the time you made the deposit. Your CitiBusiness Checking Plus line will be reduced by the amount utilized to cover your use of the uncollected funds, but no actual advance under your line will occur and no finance charge will be assessed under your CitiBusiness Schedule of Standard Fees and Charges.

CitiBusiness Checking Plus overdraft protection is subject to credit approval. For further information, or to apply, please contact your Relationship Manager, the CitiBusiness Service Center or a Branch.

# Citibank's Standard Funds Availability Policy (All Marketplaces)

This section will help you determine when funds from deposits to your checking, savings and money market account will be available for withdrawal. Citibank's Standard Funds Availability Schedule describes the maximum time period it will take for your check deposits to become available for withdrawal. This section also describes certain types of deposits that are given special availability.

## General Information

**Determining the Effective Date of your Deposit:** A business day is any day of the week that is not a Saturday, Sunday or bank holiday. Transactions you initiate on a non-business day will be considered to have an effective posting date of the following business day. The end of business day varies among our Branches. The end of business day is posted at each Branch. If you make a deposit after the close of a business day or on a weekend or holiday, your deposit will be considered received on the next business day. Please note that the end of business day for transactions done at Proprietary Citibank ATMs may be different than transactions done in a branch.

**Night Depository.** Deposits made at a night depository after the posted cut-off time or on a non-business day will be considered received on the next business day.

**Lock Box Deposits.** A deposit received in a lock box is considered made on the day we receive it for processing.

**Remote Check Deposits.** Deposits made through Remote Check Deposit after the local time indicated in your Remote Check Deposit Agreement will be considered received on the next business day. Local time is based on the location of your account's Home Branch.

### Deposits Made at an ATM.

Deposits made at a Proprietary Citibank ATM after 10:30 PM Eastern Time (9:30 PM Central Time, 7:30 PM Pacific Time) or on a non-Business Day will be considered received on the next Business Day.

**PLEASE NOTE:** If you make a deposit in a branch, or at a Citibank ATM in California or Nevada and the branch where your account is domiciled is not located in either of those states, we will treat your deposit as being received on the next business day.

**Deposits by Mail.** A deposit received by mail is considered made on the day we receive it for processing.

**Deposits Subject to Verification.** All deposits accepted from you are subject to verification. Your account is credited for the amount shown on your deposit slip. Adjustments for errors in addition or subtraction may be posted to your account. Your account also may be adjusted for items you have in your deposit that we determine require special handling (for example: verification of prior endorsements).

**Holds on Other Funds.** If we cash a check for you that is drawn on another bank, and the amount of the check you cash is not entitled to same day availability in accordance with our general policy, we will place a hold on funds already in your account for an amount of the check you have cashed.

**Citibank's Right to Chargeback.** Citibank's policy on availability of funds from checks that you deposit will not affect your obligation to repay Citibank for any check that you deposit that is not paid, nor will it affect Citibank's right to charge back your account or to obtain reimbursement for any check that is not finally paid for any reason.

**Saturday Availability.** You will notice that "business days" are used to calculate the time it will take for your deposited funds to become available for withdrawal. An exception occurs when you deposit funds that would, according to these schedules, become available on Monday. For your convenience, Citibank will make those funds available for withdrawal on Saturday.

**Changes to Our Policy.** We will notify you of any change(s) to our Funds Availability policies as required by applicable law.

## Standard Funds Availability Schedule

The following schedule and information applies to all check deposits not subject to the "Special Availability of Certain Deposits" section, shown below.

The second column in the schedule shows the number of business days (after the business day of deposit) that it will take for check deposits of \$100,000 or less to become available for withdrawal. The third column shows the number of business days (after the business day of deposit) that it will take for check deposits in excess of \$100,000 to become available for withdrawal. When you make a deposit or multiple check deposits in the course of a business day totaling more than \$100,000, the portion in excess of \$100,000 will likewise be available based on the third column. Any time you deposit two or more checks totaling more than \$100,000, the check or checks with the fastest availability will be allocated to the portion of your deposit below \$100,000.

Location	Deposits of \$100,000 or less	Deposits of more than \$100,000
Texas	1 business day	2 business days
All other markets	2 business days	3 business days

The First \$200. The first \$200 of your total business day's check deposits is available on the business day after the business day of deposit, unless made with a teller in which case it is available immediately.

### Special Availability of Certain Deposits

- U.S. Treasury Checks; Federal Reserve Bank Checks; Federal Home Loan Bank Checks; U.S. Postal Money Orders and Cash Deposits.** Funds from these deposits are available on the next business day after the business day of deposit, unless made with a teller in which case they are available immediately.
- Direct Deposits and Wire Transfers.** Deposits made electronically, such as directly deposited Social Security payments and wire transfers, are available on the same business day we receive them.
- State and Local Government Checks; Cashier's Checks; Teller's Checks; Certified Checks; Travelers Checks.** Funds from these deposits are available on the next business day after the business day of deposit, unless made with a teller in which case they are available immediately. You must follow the special deposit procedures described below to obtain immediate availability.
- Citibank, N.A. checks drawn on a U.S. Citibank branch.** Funds from these deposits are available on the next business day after the business day of deposit unless made with a teller, in which case they are available immediately. There must be available funds in the maker's account at the time of deposit.

**Special Deposit Procedures.** You must utilize the following procedures to receive immediate availability for deposits of State and Local Government Checks, Cashier's Checks, Teller's Checks, Certified Checks and Traveler's Checks: You must take your check deposit to a Teller and advise the Teller that you have a check eligible for immediate availability.

### Exceptions to Citibank's Standard Funds Availability Policy

**New Clients.** You are considered a new client if you have not had a deposit account at Citibank for at least 30 days prior to your opening the account. For the first 30 days your new account is open, the following exceptions to Citibank's funds availability policies and schedules apply:

1. You will be entitled to all the benefits described in the "Special Availability of Certain Check Deposits" section of this brochure.
2. For check deposits not entitled to special availability your deposit will become available on the 3rd business day after the business day of deposit in Texas, or the 4th business day after the business day of deposit in all other markets.

**Collection Items.** We may require that any check you present for deposit be sent out for collection. That is, your funds will be available after we have received payment from the bank on which the check is drawn. You will be charged a fee for this service. Please refer to the Schedule of Standard Fees and Charges brochure.

**Checks That May Not Be Collectible.** Occasionally, a check is given to Citibank, which we decide not to accept for deposit or payment because we doubt the collectability of the funds. When this happens we will return the check to you or, if you request, send the check out for collection. On other occasions, we will learn that a check we have accepted for deposit may not be honored. Should this happen, we will delay the availability of the deposit for a reasonable period of time until the check is either paid or returned. In all cases, we will notify you of the action we take.

**Foreign Checks:** Checks in major currencies drawn on banks outside the United States are normally sent out for collection. We will make the funds available to you after we have received payment from the bank on which the check is drawn.

**Events Beyond Our Control.** In the event that we are unable to conduct business due to an interruption of communications or computer or other equipment facilities, suspension of payments by another bank, war, other emergency conditions or other circumstances beyond our control, it may be necessary to increase some or all of the time periods specified in these availability schedules. If this happens, we will try to inform you if possible.

**Redeposit of Check(s) Returned Unpaid.** We reserve the right to extend the time within which these checks become available.

**Overdrafts.** We may delay the availability of the deposit if you have overdrawn your account or have had frequent returned deposits.

**Double-Endorsed Checks.** When you deposit a check into your Citibank account, we ask you to endorse it with your signature or endorsement stamp. However, we reserve the right to refuse to accept for deposit any check that is not made payable directly to you. A double-endorsed check is one that is made payable to someone else and then endorsed to you by that person. In some cases, we will accept such checks on a "collection basis," which means that the funds will not be available to you until we have received payment from the bank on which the check is drawn. If you deposit a double-endorsed check by mail or at any of our automated facilities, we may return the check to you.

## Account Transactions

Account Transactions apply to all CitiBusiness Checking Accounts, CitiBusiness Savings accounts and CitiBusiness IMMAs unless otherwise noted.

### Deposits

**Location:** You can make deposits –

- During regular banking hours, by going to a teller or using our Deposit/Payment Express boxes.
- With a Citibank Banking Card/CitiBusiness Debit Card at any Proprietary Citibank ATM in the U.S., 24 hours a day, 7 days a week. No envelope is required, simply follow the directions on the ATM screen to insert your check or cash deposit. When your transaction is complete, you will receive a transaction record that contains an image of the check(s) or the cash accepted.
- By Night Deposit bags at your Branch where your account is held.
- By mail.
- If you have enrolled, checks can be deposited electronically through our internet-based Remote Check
- Deposit service.
- Funds can also be deposited to your accounts by electronic transfers.

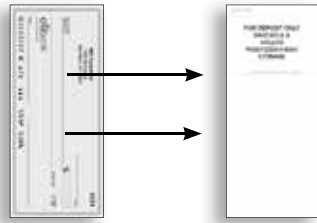
### Deposits Subject to Verification/Count

All deposits of check, coin and currency are accepted subject to verification. When Citibank accepts your deposit at any Citibank location, we will credit your account for the amount shown on your deposit ticket. The amount credited to your account for your deposit, regardless of whether such funds are made available for withdrawal, is provisional and subject to adjustment by Citibank to the extent that Citibank determines that the amount of the deposit differs from the amount of the deposit as stated by you on your deposit ticket. Citibank's count of the deposit shall be conclusive and binding.

Pick-ups and deposits of checks, currency and coin can be made by anyone authorized in your Business Banking Resolution, or your authorized agent. We may, without liability, require evidence of authority acceptable to us.

**Deposit Slips:** We may require you to complete a deposit slip and include it with each deposit. Deposit slips are available at all Branches.

**How to Endorse Your Check Deposits:** To ensure that your check is processed without delay, it must be correctly endorsed. When you deposit a check, we ask you to endorse it with your endorsement stamp, including your account number, on the back. The diagram below shows where your endorsement stamp or signature must be placed.



The area allocated for your stamp or signature is on the back of the check, within 1 1/2" from the "top" edge (as shown in the diagram). Turn the check over and apply your endorsement stamp where indicated. The portion of the check that is not reserved for your endorsement must remain blank to allow other information to be added during the check collection process. This information must be legible in order to properly process the check. Please be sure not to make any additional marks or notations on the portion of the check that must be left blank.

**Endorsement Stamp Specifications:** To ensure that your endorsement complies with banking regulations, your endorsement stamp should conform to these standards:

- The size of the stamp should be no larger than 2" wide by 1-1/2" high.
- Citibank's 9-digit ABA number (as printed on the front of your check) must appear on both sides of the endorsement stamp. Type size should be at least 1/8" high. Citibank's ABA number must appear as shown on your check.
- The words "For Deposit Only" should appear along the top edge and the words "Citibank, N.A." should appear along the bottom edge.
- Your account title and complete account number should be printed clearly in the middle of the stamp. Please do not include your Branch number.

**Citibank will not be responsible for any loss if your check is improperly endorsed.**

**Returned Checks:** If you deposit a check that is returned to us unpaid, we will deduct the amount of the returned check from your account balance and return the check to you. There will also be a service charge.

We may, at our discretion, refuse to accept funds for deposit to your account for any reason including, but not limited to, checks that have not been properly endorsed or checks with multiple payees or endorsements. In accepting a check for deposit to your account, we may supply your missing endorsement.

**Deposited Checks Lost in Transit:** When you deposit cash or a check with us, we become your agent for the purpose of obtaining payment of the check. We may reverse the credit we gave you for any check you deposited or charge your account for any check you cashed if the check is not paid because it is lost or destroyed after it is out of our possession. Whether or not we reverse the credit, you agree to assist us in collecting the amount of any lost or destroyed items by providing us with such information, photocopies and other assistance as we request.

### ACH Provisional Credits

Credit for an ACH transaction is provisional until the receiving financial institution obtains final settlement via the Federal Reserve Bank. If final settlement doesn't occur, the originator of the transfer is not deemed to have made payment to the beneficiary, and the beneficiary's bank is entitled to a refund of the provisional credit.

If we give you provisional credit for an ACH transaction, but do not receive final payment, you become obligated to us for the full amount without prior notice or demand.

### Transfers

You can transfer funds between certain linked accounts at any Proprietary Citibank ATM, by calling our CitiBusiness Service Center, and through CitiBusiness Online.

**Automatic Transfers:** You can arrange for us to make automatic transfers between accounts. The minimum amount for each transfer is \$10, and transfers can be arranged on a weekly, every other week or monthly basis. All CitiBusiness checking accounts, CitiBusiness Savings and CitiBusiness IMMAs permit automatic transfer withdrawals and accept automatic transfer deposits. You can also pay loans to your Business Credit Account and CitiBusiness Checking Plus with automatic monthly transfer payments from your CitiBusiness checking, IMMA or Savings account.

**Canceling an Automatic Transfer:** You can cancel an automatic transfer by visiting any Branch, calling us at the number listed on your statement, or by writing to us at the Client Service address that appears on your statement. We must receive your instructions at least three business days before the transfer is to be made.

**Limits on Transfers:** Federal regulations require us to limit the number of transfers of the following types from CitiBusiness Savings and CitiBusiness IMMA accounts: checks you write, automatic transfers (including Safety Checks transfers); recurring payments you set up in advance; payments and transfers you authorize using a telephone or personal computer, and transfers to third-party institutions requested at an ATM (i.e. transfers at an ATM for mortgage and/or credit card payments).

The maximum number of these transfers that you can make is six (6) per calendar month. If you have reached this limit, we reserve the right to refuse to process such a transfer. If this limit is exceeded three times in a twelve-month period, we will, in our sole discretion, either restrict access to your account, close your account, or transfer the funds in the account into another Citibank account you have (or that we open for you) that is not subject to these transaction limits, as will be further described in the notice that we will send concerning such excessive transaction activity.

### Wire Transfers

The following terms apply to domestic or international transfers of funds initiated at or through a Citibank Branch or through CitiBusiness Online. Please also refer to any funds transfer agreement you may receive when you initiate such a request. Wire transfers initiated through CitiBusiness Online are also subject to the separate terms and conditions provided to users of that service including those posted online within the web site. Those terms and conditions will supersede any conflicting terms set forth in this Manual.

**Debit Authorization:** When you place an order to transfer money, you authorize us to debit your account for the amount of the order, and you authorize us to charge your account a service fee in accordance with our fee schedule in effect at the time of your order.

In placing the order, you must select a financial institution ("beneficiary bank") to receive it. You may instruct the beneficiary bank to credit an account or hold the funds for the beneficiary. The beneficiary bank is responsible for following your instructions and letting the beneficiary know when the funds become available. If you specify an account number to credit, you are acknowledging three things:

- You know that the beneficiary bank may credit an account based on that account number.
- The beneficiary bank is not obligated to verify that the account number belongs to the intended beneficiary of the transfer.
- Any losses resulting from an incorrect account number or other misidentification of the beneficiary are your responsibility and not Citibank's.



**International Transfers:** For funds transferred to beneficiaries and beneficiary banks in other countries, we will require that you specify the currency of the wire transfer. If you request the funds to be sent in U.S. dollars, we cannot guarantee that the beneficiary will receive the funds in U.S. currency. If you request the wire be sent in the currency of the destination country, we will normally convert the funds at the current Citibank currency conversion rate.

The local bank may charge a fee for currency conversion. The actual amount the beneficiary receives may be reduced by charges imposed by the beneficiary bank or a correspondent bank, including charges for exchange of currency.

An international transfer of funds into your account may be reduced by fees imposed by the sending bank or by any correspondent bank. Unless you advise us otherwise, we may charge your account to pay for fees imposed by beneficiary or correspondent banks or instruct such banks to obtain payment of these charges for services and expenses by deducting the amount from your order. A portion of those charges may be shared with us. In some instances we may also act as the correspondent bank.

In addition, in the case of transfers into your account which are sent in foreign currencies, we will convert the funds into U.S. dollars at the current Citibank conversion rate. Citibank's conversion rate for both outgoing and incoming foreign funds transfers includes a commission for the conversion service.

**Security Procedures:** When you place an order for a funds transfer, we will follow a security procedure established for your protection and ours to verify that the transfer has been properly authorized. You understand that the security procedure is designed only to verify the source of the funds transfer instruction and not to detect errors in the content of that instruction. The procedure depends on the means by which you provide instructions to us. The procedure may entail a telephone call back when your funds transfer order exceeds a predetermined dollar threshold. By placing a transfer order, you agree to our use of the applicable security procedure. You agree to be bound by the resulting transfer, whether or not authorized by you, provided we have accepted the transfer order in accordance with our established security procedure.

**Claims:** You have the responsibility to let us know of any error, delay or other problem with your funds transfer within 30 days from the date you receive notification that we have transferred the funds. In the event of an error or delay with respect to your funds transfer caused by Citibank, our sole obligation to you is to pay or refund such amounts as may be required under applicable law. In no event will we be liable for any consequential or incidental damages in connection with your funds transfer. Any claim for interest payable by Citibank shall be at Citibank's savings account rate. If you fail to notify us of any claim concerning your funds transfer within one year from the date that you received notification that your funds transfer order has been executed, any claim by you will be barred under applicable law.

**Delays or Non-Execution of Transfers:** We will usually use electronic means to transfer money for you. We may, however, use any banking channel or other facility. We will not be liable for any delay or failure to send your funds transfer due to circumstances beyond our control. We will not be liable to you for any delay or failure to execute your funds transfer due to the acts or omissions of any intermediary or beneficiary bank.

**Canceling or Changing a Transfer:** If you decide to cancel or change your funds transfer order, you may do so only if we receive your instructions before we have sent the funds transfer and provided we have a reasonable time to act on your instructions. In general, after we have sent your funds transfer, you will not be able to cancel or change it unless the beneficiary bank consents to such a request. Citibank and/ or the beneficiary bank may impose a charge for canceling or changing a funds transfer and for any required currency conversion. Citibank will not be liable to you for any losses resulting from the failure of the beneficiary bank to cancel or change your funds transfer.

**Rejecting a Transfer Request:** We reserve the right to reject your order for a funds transfer. We may reject the order if you have insufficient funds in your account. We may reject the order if your order is unclear or incomplete or if for any other reason the order is unsatisfactory to us. See "Withdrawal Refusals" on page 33 for other reasons we may reject a funds transfer request.

**Cut-Off Time for Executing Your Transfer Request:** If your order for a funds transfer is received by us at or after our established cut-off hour for processing wires (check your local Branch for cut-off hours), your order may not be processed until the next business day.

**Incoming Funds Transfers:** You agree that Citibank will not send you a separate credit advice at the time an incoming funds transfer is credited to your account. Notice of incoming funds transfer to you will be deemed to have occurred when you receive your periodic bank statement containing a credit to your account for the funds received. Also, you can call the CitiBusiness Service Center or your dedicated service specialist when applicable to determine if a transfer has been credited to your account or check CitiBusiness Online for same day information.

## Withdrawals

**At a Branch:** You can withdraw up to your available balance by cashing a check or making a withdrawal. You may be requested to present identification.

**Withdrawals at a Proprietary Citibank ATM:** You can use your Citibank Banking Card/CitiBusiness Debit Card to withdraw cash from your available balance at any Proprietary Citibank ATM location, 24 hours a day, seven days a week. Cash access is also available at Network ATM machines worldwide. There is a daily limit of up to \$1,000 per business card per day for Citibank ATM location withdrawals. We may change these limits from time to time and at anytime based on security issues and other factors. See "Cash Withdrawal" on page 39 for more details.

**At Network ATMs:** With your Citibank Banking Card/CitiBusiness Debit Card, you can get cash and account information. Participating Network cash machines may impose other withdrawal limits. For additional information on network cash transactions, see "Network Charges" on page 41 for more details.

**Withdrawal Refusals:** In some instances, we may refuse a request for a withdrawal from an account. The following is a list of the most common reasons we refuse withdrawal requests:

- If the funds you wish to withdraw are not yet available (see "Citibank's Standard Funds Availability Policy" on page 26).
- If there are insufficient funds in your account.
- If you use a type of check not acceptable to us.
- If the funds you wish to withdraw are being held to cover a checking account withdrawal under our CitiBusiness Safety Check service.
- If the withdrawal you are requesting is of the type that is limited by federal regulations, and you have already reached the applicable limit.
- If the account is pledged as collateral for a loan.
- If we have been ordered by a court or other legal process not to permit the withdrawal.
- If you do not present us with appropriate identification or any other information that we may require.
- If we are aware of any dispute relating to the account.
- If we have some suspicion of fraud, irregularity or illegality.
- If we have placed a block on your account at your request.

**Notice Requirement:** As required by federal regulations, we reserve the right to require you to provide written notice at least seven days prior to an intended withdrawal from your CitiBusiness Interest Checking NOW, CitiBusiness Savings and CitiBusiness IMMA accounts. However, we do not presently exercise it.

**Writing a Check:** You can write a check for any amount up to the available balance in any of your CitiBusiness Checking Accounts. Checks must be written in U.S. dollars.

**Paying Your Checks:** The decision to pay your check or return it unpaid is made at the time the check is presented to Citibank, or earlier if Citibank receives electronic notification that a check you wrote has been presented for deposit at another bank. We may ignore any legal copy appearing on your checks (such as "Void after 60 days"). Citibank's decision to pay or not to pay a check is based on funds available in your account and other factors. See "Overdrawing Your Account" below and "Withdrawal Refusals" above. Note that our decision regarding payment of your check is final when made and will not be affected by any subsequent deposits to your account.

**Multiple Signature Requirements:** You acknowledge that any multiple signature designation by you in any resolution, signature card or other Citibank documentation is a statement of your own internal policy. You agree that Citibank assumes no responsibility for the payment of a check, draft or other item drawn on any account which is honored and bears only a single authorized signature.

**Facsimile Signature:** You authorize Citibank to pay any check drawn on your account which bears or appears to bear a facsimile signature that you have provided to or filed with Citibank.

#### **Uncollected Funds and Overdrawn Balances**

Citibank has no obligation to pay or honor a check, item or other debit that is drawn against uncollected funds or overdrawn balances in your account. However, based upon a variety of factors which may change from time to time, we may elect to pay checks, items, or other debits drawn against uncollected funds or overdrawn balances in your account. Any such election to pay shall be in Citibank's sole discretion and shall not relate to any other past or subsequent check, item or other debit, nor shall it constitute a course of dealing or a waiver of Citibank's right to decline to pay any other check, item or other debit that is drawn against uncollected funds or overdrawn balances in your account. A daily interest charge of Prime + 3% will be applied in connection with those payments for the actual number of days there exists a negative available balance in your account. Please refer to the CitiBusiness Schedule of Fees and Charges for a full description of this charge.

If, for any reason, Citibank waives the interest charge on any payment creating or increasing a negative available balance in your account, such waiver shall not constitute a waiver of interest charges on any such payment thereafter. Each account owner is jointly or severally responsible for promptly repaying any overdrawn balances created in the account and associated interest charges, whether or not the owner participates in the transaction or benefits from its proceeds.

A processing fee will also be charged whenever a check is presented against uncollected funds or overdrawn balances. Therefore, based on various factors affecting the amount of uncollected funds and overdrawn balances in your account, your account may incur a daily interest charge and a processing fee for payments made against uncollected funds or overdrawn balances. The daily interest charge and processing fee may be offset by balances in your checking account that receive earnings credit. The processing fee is disclosed in the CitiBusiness Schedule of Fees and Charges.

If Citibank elects not to advance funds to pay checks, items or debits drawn against uncollected funds or overdrawn balances in your account, or if the amount of any such check, item, or debit is not fully covered by such advance, your CitiBusiness Safety Check coverage or CitiBusiness Checking Plus line of credit may be triggered to pay the check, item or debit request. For a description of these services and any applicable fees, please refer to the Section of the Manual entitled "Overdraft Protection" and/or your CitiBusiness Account Terms and Conditions.

#### **Payment Processing Hierarchy**

Generally, we credit your account for items and funds that have been accepted for deposit, and then process charges and transactions presented for payment against your account. The order of posting depends on a number of factors, including, when a transaction occurs, the type of transaction and the amount. Generally, checks and payments presented against your account will be paid in order of smallest to largest dollar amount which may also include certain other electronic transactions such as ACH debits and checks that have been converted into ACH debits. At any time we may modify the posting order at our sole discretion without notice to you. As such, if you wish to avoid an overdraft or the possibility of a rejected transaction, you should take steps to ensure that your account has sufficient funds to cover each of your transactions and our fees.

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

**All States Except New York:** According to state law, if you write a postdated check on your account and intend that the check will not be paid by us until the date written on the check, you must notify Citibank at the time you write the check. In order for your notice to be effective, you should call the CitiBusiness Service Center or your dedicated service specialist when applicable and give us the number, payee and date of the check. You may also send written notice of your postdated check request to us at the address printed on your monthly statement. An oral or written request to register a postdated check is good for six (6) months and may be renewed for additional six (6) month periods by giving written notice to us within the period during which the original notice is in effect. A postdated check will be registered only if the notice is received at such time and in such manner as to afford us a reasonable opportunity to act on it before we take action with respect to the check. We will pay any postdated check that has not been properly registered with us or not registered in a timely manner.

**Checks with Stale Dates:** We have the right to pay a check even though the date on it is more than 6 months old. To make sure a check will not be paid, you should place a Stop Payment Order on it.

**Stop Payment Orders:** Any signer on the account can instruct us to stop payment on a check that has not been paid.

You can issue a stop payment order by using CitiBusiness Online or calling the CitiBusiness Service Center or your dedicated service specialist when applicable. Payment cannot be stopped on a check that has already been paid or that is in the process of being paid. At the time that you place a stop payment order, we may not be able to tell you whether the check has been paid or is in the process of being paid. We will confirm receipt of your order in writing, and you should advise us immediately of any changes or corrections. A stop payment order will stay in effect for 6 months, unless you instruct us to cancel it or to renew it, provided we have not already returned the check. The order may be renewed for additional six-month periods.

You'll need to provide your account number, the check number and amount, and the date the check was written. If this information is not exactly correct, the stop payment may not be effective.

We may pay the check when the stop payment order expires. Under certain circumstances, the law may allow the party in possession of the check to enforce payment, despite the stop payment order.

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

You cannot place a stop payment order on official checks or international cheques, except when such checks have been lost, stolen, or destroyed. If such a check is lost, stolen, or destroyed within 90 days of the date the check was issued, you and/or the payee must sign a "Stop Payment Request and Indemnity" form. You may also be required to purchase a surety bond for twice the amount of the instrument. If you report the check lost, stolen or destroyed after 90 days of its issuance, Citibank will require you to sign a "Stop Payment Request and Indemnity" form.

**Remotely Created Checks:** If you provide your account number to a third party in order to charge your account by means of one or more remotely created checks (i.e., items which do not bear your actual signature, but purport to be drawn with your authorization), you authorize us to pay such drafts, even though they do not contain your signature and may exceed the amounts you authorized to be charged. This provision shall not obligate us to honor remotely created checks. We may refuse to honor remotely created checks without cause or prior notice, even if we have honored similar items previously.

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

#### Check Cashing

**Third-Party Checks:** A third-party check (one you received from another person) made payable to a business entity must be deposited to a business account. You can do this with your Citibank® Banking Card/CitiBusiness Debit Card, or at any Home Branch, with acceptable I.D. A hold will be placed on your account for the amount of the check until the check clears.

When you write one of your business checks to another person, that person, with proper identification, may be able to cash it at a Branch if the check is for \$5,000 or less.\* If the amount of the check is greater than \$5,000, you must make arrangements with your Home Branch. Otherwise, the payee will be required to deposit the check to an account at Citibank or elsewhere. For checks presented for encashment to a California or Nevada Branch by a payee who does not bank with us, we may also require the payee to provide a fingerprint before cashing the check. If the payee refuses to provide a fingerprint, we may refuse to cash the check. You agree that our refusal to do so is reasonable and that we will not be liable to you for our refusal.

*\*Checks drawn on the Branch located in Delaware must be presented to that location for encashment.*

**Restricted Transactions:** In accordance with the Unlawful Internet Gambling Enforcement Act of 2006 (UIGEA) and Regulation GG, restricted transactions are prohibited from being processed through an account or relationship with Citibank.

## Electronic Banking

### CitiBusiness Online and Citibank Online for Small Business

If you are a CitiBusiness client you can enroll to access your account online using CitiBusiness Online ([www.citibusinessonline.com](http://www.citibusinessonline.com)), or Citibank Online for Small Business ([www.citibankonline.com](http://www.citibankonline.com)), as applicable.

CitiBusiness Online and Citibank Online for Small Business allows you to view and transact upon your bank accounts using a personal computer or mobile device with Internet access. The following is a sample of the services and features available through these web sites:

- Obtain up-to-the-minute summaries of all your accounts, set up and customized by you.
- Monitor all your deposit accounts.
- Pay bills, transfer funds between linked accounts and view account histories.
- Handle domestic and international wire transfers on a daily or recurring basis.
- View information about incoming wire transfers.
- Stop payments.

### The Citibank Banking Card/CitiBusiness Debit Card

In order to enjoy the convenience of banking through ATMs, you must have a Citibank® Banking Card/CitiBusiness Debit Card. Citibank Banking Cards/CitiBusiness Debit Cards are issued to individuals who have Single Signing Authority for the firm's business checking accounts. A maximum of four (4) such signers may be issued Citibank Banking Cards/CitiBusiness Debit Cards. You will receive your Citibank Banking Card/ CitiBusiness Debit Card after you open a business checking account, CitiBusiness Insured Money Market Account, or CitiBusiness Savings account. Citibank Banking Cards/CitiBusiness Debit Cards are available at no charge. The individual signer's name, issue and expiration date, and a special Citibank Banking Card/ CitiBusiness Debit Card Identification Number are embossed on the Card. This number simply identifies the Card; it is not an account number.

Proprietary Citibank ATMs are available in California, Connecticut, Florida, Illinois, Maryland, Nevada, New Jersey, New York, Virginia and Washington, D.C. and in more than 20 countries worldwide.

The names and symbols for some participating ATM networks are printed on the back cover of this Manual. To get information about the locations of participating ATM Networks, call 1-877-528-0990. For information about any transaction charges, read the "CitiBusiness Schedule of Standard Fees and Charges" brochure. Once you have received your Citibank Banking Card, you should sign it and safeguard it. Do not lend it to anyone, for any reason.

### Deposit Only Citibank Banking Card

All business deposit accounts are also eligible for an unlimited number of "Deposit Only Citibank Banking Cards." This card extends limited banking capability to conduct deposit only transactions at any of our Proprietary Citibank ATM locations; it may not be used at Network ATM machines. The name of the business, issue and expiration date and special Citibank Banking Card Identification Number are embossed on the Card. Like the Citibank Banking Card/CitiBusiness Debit Card this number simply identifies the card (all deposit only cards will have the same number); it is not an account number and there is no charge for the cards. Unlike the Citibank Banking Card/CitiBusiness Debit Card they do not expire. These cards can only be requested by an authorized signer on the account. You should request the return of your Deposit Only Citibank Banking Card from any employee who leaves your employment.

Your Personal Identification Number (PIN): Your Personal Identification Number (PIN) is a secret number for your Citibank Banking Card/CitiBusiness Debit Card that you receive when you open your account. A PIN is required for all Citibank Banking Card/CitiBusiness Debit Card transactions at Proprietary Citibank ATMs and Network ATMs. It ensures that you, and only you, can gain access to your money. You should keep your PIN confidential; no bank employee knows your PIN or will ever ask for it. If you change your PIN, you can choose any combination of the following:

- Four letters; and/or
- Four numbers (except all four zeros)

It should not be a birth date or part of a Social Security number or other numbers you may carry with you. For your own protection, do not reveal it to anyone and do not write it on your Citibank Banking Card/CitiBusiness Debit Card or anything else you carry in your purse or wallet. You may change your PIN at any time at any Proprietary Citibank ATM, or request your PIN be changed at any Branch, or through the CitiBusiness Service Center or your dedicated service specialist when applicable.

Overseas ATMs do not have keys with both letters and numbers. If your PIN contains letters, please learn their corresponding numbers, as letters will not always be noted on the keys. You should also be aware that non-Citibank ATMs and overseas ATMs may limit access to a primary checking account. While some non-Citibank ATMs will offer the choice of withdrawals from either checking or savings, others may not.

**Lost or Stolen Citibank Banking Cards/CitiBusiness Debit Card:** If your Citibank Banking Card/CitiBusiness Debit Card is lost or stolen, it is your responsibility to notify us immediately. Call us at 1-877-528-0990, available Monday-Friday, 7 AM to 11 PM Eastern Standard Time; Saturday-Sunday, 9 AM to 5:30 PM Eastern Standard Time, or contact your dedicated service specialist when applicable. If you cannot telephone, write us at the following address: Citicorp Data Systems Incorporated, 100 Citibank Drive, San Antonio, TX 78245-9989.

**Citibank Banking Card/CitiBusiness Debit Card Renewal:** We will automatically send you a new Citibank Banking Card/CitiBusiness Debit Card before your current card expires. Just sign it and it's ready to use immediately with the same PIN that was assigned to your prior card. Don't forget to destroy your old Citibank Banking Card/CitiBusiness Debit Card.

**Citibank Banking Card/CitiBusiness Debit Card Cancellation:** You may cancel your Citibank Banking Card/CitiBusiness Debit Card at any time for any reason. To do so, cut in half and dispose of it in a safe manner. You should also call the CitiBusiness Service Center to notify us of your intent to cancel your card. Please note that the Citibank Banking Card/CitiBusiness Debit Card we issued you is and remains the property of Citibank. We have the right to cancel it, to take possession of it, and to demand its return at any time.

**Using Your Citibank Banking Card/CitiBusiness Debit Card**

You may use your Citibank Banking Card/CitiBusiness Debit Card to perform the following types of transactions among your linked CitiBusiness accounts at most Proprietary Citibank ATMs.

**Account Inquiries**

Get account information for CitiBusiness Checking, CitiBusiness Savings, CitiBusiness IMMA, Business Checking Plus and Business Credit Accounts.

**Borrow**

Obtain advances from qualifying credit accounts by transferring funds to your Checking Account.

**Cash Withdrawal**

You may obtain cash at a Proprietary Citibank ATM from your linked CitiBusiness Checking, CitiBusiness IMMA, CitiBusiness Savings and Business Credit Accounts. You may withdraw up to \$1,000 per business day\* in cash from each account. Please note that each withdrawal and cash advance is limited by the amount available in your linked account(s). Some Network ATMs may impose other limits and location usage fees on cash withdrawals. Please remember that these limits are imposed for your protection as well as ours.

\* For purposes of withdrawals from Proprietary Citibank ATMs and PIN-based POS transactions, a business day is any day of the week that is not a Saturday, Sunday or bank holiday. Transactions done on non-business days are considered made on the following business day.

\* For purposes of determining Business Day cash withdrawal limits, the end of Business Day is 10:30 PM Eastern Time (9:30 PM Central Time, 7:30 PM Pacific Time).

**Deposits**

You may make deposits to your CitiBusiness checking accounts, CitiBusiness Savings, or CitiBusiness Insured Money Market Account (IMMA) at any Proprietary Citibank ATM as described in "Deposits" on page 29. Deposits received before the processing cut-off time (as indicated on the notice posted at the ATM) on a business day will be reflected in your account balance on the day of deposit. Deposits received after the processing cut-off time (as indicated on the notice posted at the ATM), or at any time on a weekend or bank holiday will be processed the following business day. Therefore, they will not be reflected in your account balance until the morning of the next business day the Branch is open. However, we may make this deposit available to you immediately on the day of deposit. Deposits received at these locations after 10:30 PM Eastern Time (9:30 PM Central Time, 7:30 PM Pacific Time) on a Business Day or on a non-Business Day will be considered received on the next Business Day.\* Please refer to "Citibank's Standard Funds Availability Policy" on page 26 for definition of business day.

\* Not all ATMs are owned or operated by Citibank. Not all functions are available at all ATMs.

**Loan Payments**

You can make payments at a Proprietary Citibank ATM directly to qualifying loans linked to your Citibank Banking Card/CitiBusiness Debit Card for ATM access or by using the "Transfer" option to transfer funds from your CitiBusiness Checking, Savings, or IMMA.

**Transfers**

Your Citibank Banking Card/CitiBusiness Debit Card enables you to transfer funds between certain linked accounts at Citibank ATM locations, by telephone with our CitiBusiness Service Center or your dedicated service specialist when applicable, and through CitiBusiness Online. See the chart below for details on the types of transfers you can make at Proprietary Citibank ATM locations, the CitiBusiness Service Center tollfree number, and through CitiBusiness Online.

**Transfers at Citibank ATMs, the CitiBusiness Service Center and through CitiBusiness Online and Citibank Online for Small Business**

Checking	Savings	IMMA	Business Credit Account <sup>1</sup>	TO
•	•	•	•	Checking
•	•	•	•	Checking Plus
•	•	•	•	Savings
•	•	•	•	IMMA
•	•	•	•	Business Credit Account <sup>1</sup>

<sup>1</sup> For former California Federal Bank and First American Bank clients whose original loan was made by that financial institution, transfers cannot be initiated through an ATM.

## Transaction Records

You can choose to receive a record detailing the transactions you perform at an ATM. For deposits and payments made at ATMs, the record is not a formal receipt for a deposit or payment; your deposits and payments are accepted subject to verification by us. ATM transactions will be reported on your monthly account statements.

## Point-of-Sale Transactions

### Citibank ATM Card

You can use your Citibank ATM Card to purchase goods or services from merchant locations in the United States accepting the Interlink®, Maestro or Cirrus network brands, which includes virtually all U.S. merchant locations. You will authorize these transactions using your PIN.

### CitiBusiness Debit Card Transactions

You can use your CitiBusiness Debit Card to purchase goods or services from merchant locations in the United States accepting the MasterCard, Maestro, Cirrus or Interlink brands.

If you prefer to have your transactions processed as PIN purchases, when making purchases, select “debit” when making your purchase.

You can also use your CitiBusiness Debit Card to purchase goods or services and/or receive cash from locations that accept MasterCard. These transactions are referred to as “signature transactions” in which you do not use your PIN and :

- Either you or a merchant designates the transaction, including purchases you sign for as well as small dollar purchases that do not require a signature, as a “credit” transaction
- You use your CitiBusiness Debit Card for Internet, phone and mail-order transactions.

### “Direct Bill Payment”

For your information, if you use your Citibank® Banking Card or CitiBusiness Debit Card to set up “Direct Bill Payment” transactions with merchants, these may be processed as “PIN-Based” transactions, even though they may not require a PIN.

You can use your CitiBusiness Debit Card whenever you see these symbols:



Called “point-of-sale” or “POS” transactions, these purchases involve immediate electronic withdrawals from your primary checking account. Your daily POS purchase limit is \$10,000 per business day and is in addition to your daily cash withdrawal limit (for example, you may withdraw \$1,000 in cash from any ATM and make \$10,000 in purchases from your primary checking account in one business day). If your card displays the MasterCard logo on the front, your daily limit for POS MasterCard transactions (also referred to by merchants as credit transaction) from your primary business checking account, authorized by your signature is \$10,000. Please refer to the information under “Cash Withdrawal” on page 39 for a definition of business day for POS transactions. These transactions will appear in detail on your checking statement. We reserve the right to set a lower dollar limit for POS purchases occurring during an interruption in the electronic connection between the retail outlet and Citibank.

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

When you use your Citibank Banking Card/CitiBusiness Debit Card for a POS transaction, certain merchants may ask us to authorize the transaction in advance and may estimate its final value. When we authorize the transaction, we commit to make the requested funds available when the transaction finally settles and may place a temporary hold on your account for the amount indicated by the

merchant. Until the transaction finally settles or we determine that it is unlikely to be processed, the funds subject to hold will not be available to you for other purposes. We will only charge your account for the correct amount of the final transaction, however, and we will release any excess amount when the transaction finally settles.

## Network Charges

When you use a non-Citibank ATM, you may be charged a fee by the ATM operator and/or the network that processed the transaction. For example, if the fee is \$2, your \$100 cash withdrawal will be charged to your Citibank account as \$102. A fee may be imposed for a balance inquiry, even if you do not make a withdrawal or complete another type of transaction. See the CitiBusiness Schedule of Standard Fees and Charges brochure for information regarding Citibank’s fees for using your Citibank Banking Card/CitiBusiness Debit Card at Network ATMs.

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

International Transaction Charge. We will impose a transaction charge equal to 2% of the transaction amount (including credit and reversals) for each international transaction (foreign or U.S. currency) that you conduct outside the 50 United States or Puerto Rico. This charge will apply to ATM withdrawals made at Citibank and Non-Citibank ATMs and to all debit card purchases.

**MasterCard Point of Sale Transactions.** If your Citibank Banking Card/CitiBusiness Debit Card displays the MasterCard logo on the front and a POS transaction is completed outside the 50 United States or Puerto Rico utilizing the card, the merchant, network or card association that processes the transaction may convert any related debit or credit into U.S. dollars in accordance with its then current policies. MasterCard currently uses a conversion rate that is either: (a) selected from a range of rates available in the wholesale currency markets on the processing date (note: this rate may be different from the rate the MasterCard itself receives), or (b) the government-mandated rate. The conversion rate may be different from the rate in effect on the date of your transaction and the date it is posted to your account.

**ATM Withdrawals and Other Transactions.** For ATM withdrawals and other transactions that are not MasterCard Point of Sale transactions that are made outside the 50 United States or Puerto Rico that you perform utilizing the Citibank Banking Card/CitiBusiness Debit Card, Citibank will convert the transaction into a U.S. dollar amount using Citibank’s procedures in effect at the time the transaction is processed. Currently, the currency conversion rate used to determine the transaction amount in U.S. dollars is based on either (1) a wholesale market rate or (2) a government-mandated rate in effect one day prior to the processing date. The currency conversion rate in effect on the processing date may differ from the rate in effect on the transaction date or the posting date.

## Errors and Problem Resolution Procedures

If you think there has been an error in an electronic transaction, including the wrong amount of cash dispensed at a Proprietary Citibank ATM or Network ATM, an automatic deposit or a transfer that has not been credited properly, an incorrect Proprietary Citibank ATM Record or improper POS purchase receipt, contact us as soon as possible. You can call the CitiBusiness Service Center (see back cover for phone numbers) or your dedicated service specialist when applicable. Note: if the error concerns an ATM network transaction, be sure to contact Citibank – not the financial institution that operates the machine.

To assist you, our CitiBusiness Service Center representative will need to know:

- Your name and account number.
- The dollar amount of the suspected error.
- The type, time and date of the transaction.
- A description of the error or the transaction you are unsure about, and an explanation as clearly as possible why you believe it is an error or why you need more information.

We will investigate and resolve each problem as quickly as possible. As soon as you contact us, we will start our investigation. If you tell us orally, we may require that you send us your complaint or question in writing within 10 business days.

## Unauthorized Transactions

You have the responsibility to notify us at once if you believe your Citibank Banking Card/CitiBusiness Debit Card has been lost or stolen, your PIN has been discovered, or someone has made a transaction using your account without permission. In addition, if your monthly statement shows transactions you did not make, you must notify us at once. Notify us by calling the CitiBusiness Service Center at the number on the back of this Manual or contact your dedicated service specialist when applicable.

## Citibank Banking Card/CitiBusiness Debit Card Banking Security Tips

You can help prevent unauthorized access to your accounts by following these common sense rules:

- Keep your Citibank Banking Card/CitiBusiness Debit Card to yourself. Never use it to assist others as you might be allowing them to take money from your account;
- Treat your Citibank Banking Card/CitiBusiness Debit Card like cash. Do not leave it where others can find it. Do not give it to anyone to hold as “security” for any reason or under any circumstance;
- Keep your Personal Identification Number (“PIN”), Telephone Personal Identification Code (“TPIC”) and other access devices secret. Do not tell them to anyone. Do not write them on your Citibank Banking Card/CitiBusiness Debit Card or keep them in your wallet or purse;
- Be careful about surrendering information about your access devices over the telephone;
- Change your PIN periodically;
- Review your account statements regularly and notify us promptly of any discrepancies;
- Be sensible about using Proprietary Citibank ATMs and Network ATMs. Remember to use the same caution and common sense you would use in any 24-hour facility;
- Always be alert and aware of your surroundings when using ATMs, particularly later than a half-hour after sunset;
- Consider having someone accompany you when using an ATM later than a half-hour after sunset;
- Be sure to close the door behind you when you enter or leave the facility, as appropriate;
- Do not permit any unknown person to enter after regular banking hours;
- Never begin an ATM transaction if there is insufficient light or if you notice anything suspicious – go to a different location or return at another time;
- Always cancel a transaction-in-progress and end your session, place your Citibank Banking Card/CitiBusiness Debit Card in your pocket, and leave the ATM location if you notice anything suspicious;
- Never display cash at ATM locations. Place cash and your Citibank Banking Card/CitiBusiness Debit Card in a pocket as soon as you complete your transaction. Count cash in a safe location, such as a locked car, home or office;
- Always take your ATM receipt with you when you leave – do not leave it near the ATM;
- Be aware that many ATM machines record activity by a surveillance camera or cameras;
- Immediately report crimes and suspicious activity at ATM locations to local law enforcement officials as well as to the owners/operators of the ATMs.

We cannot guarantee your safety at an ATM.

Please address any complaints concerning security at Proprietary Citibank ATMs to CitiBusiness Service Center at 877-528-0990.

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

In addition, if an issue arises with respect to a Proprietary Citibank ATM location in New York State, please address any complaints concerning security as follows:

### New York area:

CITIALERT  
One Court Square 42nd Floor  
Long Island City, NY 11120  
212-ATM-HELP (212-286-4357)

or

**NYS Banking Department (for all NY clients only)**  
ATM Hotline 888-697-2861

## ERISA Section 408(b)(2) Disclosure Document

If you have a retirement plan subject to the Employee Retirement Income Security Act of 1974 ("ERISA"), by opening your account, your signature on the Business Deposit Account Application and other account opening documents constitutes your acknowledgement that you reviewed the below CitiBusiness ERISA Section 408(b)(2) Disclosure Document made available to you reasonably in advance of your deciding to open your account and that after your review, you made an independent decision that the fees and other compensation are reasonable for the services being provided by Citibank. Your signature further acknowledges that you consent to Citibank updating or changing the Disclosure Document by posting updated documents and/or notices at <http://citi.com/investorinfo/advisoryprivacy/408b2disclosures.html> and that it is your responsibility to check the website periodically for such updates.

### ERISA Section 408(b)(2) Disclosure Document CitiBusiness Accounts

#### Introduction

This disclosure document ("Disclosure Document") provides an overview of the fees and other compensation charged for or otherwise related to the services provided by Citibank, N.A. ("Citibank"), or other Citigroup Inc. businesses (collectively "Citi"), with respect to certain employee benefit plans that have opened a CitiBusiness Account at Citi ("Account"). This document is intended to include the information required by the Department of Labor regulation under Section 408(b)(2) of the Employee Retirement Income Security Act of 1974, as amended ("ERISA"), which is commonly known as the service provider fee disclosure rules (referred to herein as the "408(b)(2) Regulation"). You may access the full text of the Department of Labor's final 408(b)(2) Regulation at <http://www.dol.gov/ebsa/pdf/2012-02262-P11.pdf>. This Disclosure Document should be read in conjunction with your CitiBusiness Client Manual, the CitiBusiness Schedule of Standard Fees and Charges and other account-related documents (referred to collectively as "Client Documents").

The following information reflects our current arrangements for services that may be provided to or offered to your plan in connection with its Account at Citi. Your plan may also receive services from other Citi affiliated and non-affiliated service providers, such as a third-party administrator. To the extent that your plan receives services from Citi that are outside of the scope of the services covered by this Disclosure Document, please refer to the disclosure documents specifically relating to those services. For services and related fees and expenses associated with services provided by parties that are not affiliated with Citi, please refer to the disclosure documents provided by that service provider or contact them directly.

**Explanation of Services:** Citi provides a variety of business banking account options, including interestbearing and non-interest-bearing demand deposit checking accounts, savings accounts, insured money market accounts (IMMA) and certificates of deposit accounts. These services may include certain sub-services that are not specifically stated. With respect to your Account, Citi does not provide cash management services. For more information regarding the services that Citi makes available, please review your Client Documents.

**Explanation of Status/Capacity:** In providing services contemplated under the Client Documents, Citi operates solely in the capacity of a depository institution and is not acting as a fiduciary to your plan.

#### Explanation of types of compensation:

**Direct Compensation** means payments made directly by the plan for services rendered to the plan. Direct compensation disclosed in this Disclosure Document are dollar amounts earned and retained by Citi on a cash basis.

**Indirect Compensation** means compensation received from sources other than directly from the plan or plan sponsor in connection with the services provided to the plan. In certain circumstances, the payment of indirect compensation to Citi may depend on several factors, including the elapsed time period during which deposits are held at Citi.

#### Direct Compensation

None. All fees and charges are waived for your Account.

#### Indirect Compensation Paid from Sources Other than the Plan

**Benefits from Bank Deposits:** Citi obtains financial benefits attributable to the Account's cash balances invested in Citi deposits. This is because Citi may invest these cash balances or use them to fund certain of its business activities, whereby Citi keeps the difference between any interest paid to the Account and other costs incurred by it with respect to these cash balances and the interest or other income earned on its loans, investments and other assets obtained with the use of these cash balances.

**Termination Fee:** None.

**Additional disclosures regarding compensation that may be received by Citi or related parties** Citi or a related party may receive other forms of compensation not described above. Generally, these payments are not attributable to any individual account or client.

#### Marketing Support, Conferences, Sales Meetings and Similar Activities

Citi may receive marketing and training support payments, conference subsidies, and other types of financial and non-financial compensation and incentives from mutual fund companies, insurance and annuity companies and other investment product distributors, investment advisors, broker-dealers and other vendors to support the sale of their products and services to Citi clients. These payments may include reimbursement for Citi's participation in sales meetings, seminars and conferences held in the normal course of business. These payments may also include reimbursements for costs and expenses incurred by Citi in sponsoring conferences, meetings and similar activities. These payments are received by Citi in connection with all of its accounts and are not dependent on or related to the amount of assets invested in your Account. Because they are based on all of Citi's accounts, they cannot reasonably be allocated to any particular account. The providers independently decide what they will spend on these types of activities and do not share this information with Citi subject to regulatory guidelines and Citi policies. The amount of any expense reimbursement or payment to Citi is dependent on which activities Citi participates in or sponsors, the amount of that participation and other factors and is determined by the provider.

#### Receipt of Gifts, Gratuities and Nonmonetary Compensation to Citi

From time to time, third-party vendors (such as investment product distributors and providers, mutual fund companies, investment advisors, insurance and annuity companies, broker-dealers, wholesalers, etc.) may provide Citi with non-monetary gifts and gratuities, such as promotional items (i.e., coffee mugs, calendars or gift baskets), meals and access to certain industry-related conferences or other events (collectively, "gifts"). Citi has implemented policies and procedures to comply with current regulations intended to ensure that Citi and its employees worldwide avoid actual or perceived conflicts of interest when giving or receiving gifts and entertainment from relevant parties, and comply with all applicable laws and regulations including the U.S. Bank Bribery Act and the U.S. Foreign Corrupt Practices Act. Under the Citi policy, the maximum value that may generally be received by any individual in any calendar year for a gift is \$100.00, and for meals and entertainment the maximum is \$250.00 per event. Entertainment must be appropriate, customary and reasonable and clearly not meant to influence Citi business or serve as a "quid pro quo" for it to be accepted by Citi. To the extent any gift, gratuity or nonmonetary compensation is paid to or received by Citi, we believe it is insubstantial with respect to any particular account or client.

#### Referral/Solicitor Fees

If your account was referred to us by a third party, please refer to the applicable disclosure letter/document provided to you at the time of the referral for information regarding any fees that may have been paid by Citi to the referring party.

The foregoing are the services, transactions and fees that may be offered to plan clients. Certain services or transactions referenced or discussed herein or otherwise provided with respect to your Account may not require an ERISA prohibited transaction exemption or may be covered by an exemption other than Section 408(b)(2) of ERISA and as such, are not covered by this Disclosure Document. You should refer to your Client Documents (or disclosure document provided by Citi or other service provider) for information on any fee not specifically referenced herein that could be charged to your Account.

If you have any questions concerning this 408(b)(2) Disclosure Document or the information provided to you concerning our Account services and compensation, or need a copy of the Client Documents, please contact your Citibank representative.

## CitiBusiness Service Center

With our CitiBusiness Service Center, you may get account information and make transfers between certain linked accounts – including payments. To use this service, call us at 1-877-528-0990 or contact your dedicated service specialist when applicable. When using the Automated System, you will need to provide your Citibank Banking Card Identification Number together with your CitiPhone Banking Access Code, which you select when you open your account or when you first use this service. Clients who are not eligible for a Citibank Banking Card/CitiBusiness Debit Card can still get account information via our CitiBusiness Service Center.

Under certain circumstances, the CitiBusiness Service Center will not permit you to make transfers: if the accounts are not linked; if you provide an incorrect CitiPhone Banking Access Code; if you have attempted to transfer an amount greater than the available balance in the paying account; or if the transfer would exceed the number allowed for such transactions.

See Limits on Transfers on page 31.

For assistance with your account information on Citibank services, please call:

**CitiBusiness Service Center  
from anywhere in the U.S.** **1-877-528-0990\***

(Monday-Friday, 7 AM - 11 PM; 9 AM - 5:30 PM  
Saturday-Sunday Eastern Standard Time)

To call collect from outside the U.S. **1-210-677-0065\***  
(Available 24 hours a day, 7 days a week)

For Text Telephone/TTY anywhere in the U.S. **1-800-945-0258\***

**Retirement Plan Services** **1-800-695-5911\***

(Monday-Friday, 9 AM - 8 PM; 10 AM - 6 PM  
Saturday Eastern Standard Time)

To find the most convenient location **1-800-374-9800**

Note: Not all accounts are accessible at every network machine.

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



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Item US53055-All (Rev. 9/16) Pkg. 25

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

Last Updated 12/13/2022

## EFFECTIVE DATE: IMMEDIATELY

In order to enhance the clarity of our Funds Availability policy, we have revised the language in the Funds Availability section of the CitiBusiness Client Manual. The new language below replaces in its entirety the Funds Availability disclosure previously provided to you and is effective immediately.

Please note the following changes:

1. Elimination of the longer delay exception for redeposit of checks returned unpaid;
2. Elimination of the longer delay exception for repeated overdrafts;
3. Clarification of the standard funds availability schedule for Texas deposits (refer to the section titled "All other checks" below);
4. Additional information about Bank by Mail deposits; and
5. Additional information about determining the date of deposit for a check deposit made via the Remote Check Deposit service.
6. Elimination of the paragraph titled "Special Deposit Procedures."
7. Same day availability for certain checks when deposited with a teller will be terminated effective February 17, 2023.

### Citibank's Standard Funds Availability Policy (All Marketplaces)

This section will help you determine when deposits to your checking, savings and money market account(s) will be available for withdrawal. It describes the maximum time period it will take for your deposits to become available for withdrawal. It also describes certain types of deposits that are given special availability. Please note that the availability of deposits made via the Mobile Check Deposit service is described separately in the agreement governing that service.

### Determining the Date of Deposit

The day funds become available is determined by counting business days from the day of your deposit. Every day is a business day except Saturdays, Sundays and federal holidays. If you make a deposit before our established cutoff time on a business day that we are open, we will consider that day to be the day of deposit. However, if you make a deposit after our cutoff time or on a non-business day, we will consider the next business day we are open to be the day your deposit is received.

- Deposits made in person with a teller before the end of the business day are considered received that day. The end of business day is posted at each branch and may vary by branch location.
- Deposits made at Citibank ATMs and non-Citibank ATM facilities before 10:30pm Eastern Time (9:30pm Central Time; 7:30pm Pacific Time) are considered received that day.
- Deposits made using the Remote Check Deposit service before 11:00pm Eastern Time (10:00pm Central Time; 8:00pm Pacific Time) are considered received that day.
- Deposits made at a night depository or received at a lock box facility are considered received by Citibank when the deposit is removed from the night depository or lockbox, which will be no later than the next business day.
- Check deposits can be made by mail. A check deposit received by mail is considered made on the day we receive it at the mail facility designated below. Check deposits made by mail and addressed to any other Citibank address will be forwarded to the designated facility for processing and will be considered received on the date the deposit is received by this facility. Mailed deposits should include deposit ticket or list of checks, including company name and account number for deposit. Deposits mailed without a deposit ticket must have the account number written in the endorsement section on the back of each check. All checks must be properly endorsed by the business. Checks will post within 72 hours of receipt.

#### For regular mail:

Citibank  
ATTN: Check Operations-CORP  
Bank by Mail P.O. Box 769009 San Antonio, TX 78245

#### For overnight mail:

Citibank  
ATTN: Check Operations – Bank by Mail  
100 Citibank Drive Bldg. 3  
San Antonio, TX 78245



## Incoming Wire Transfers and Electronic Direct Deposits

Funds are available on the *same business day* we receive the deposit

### Cash

#### When deposited with a teller:

- Available on the *same business day* we receive your deposit (available immediately)

#### When deposited at a Citibank ATM:

- Available on the *first business day* after the day we receive your deposit

### Certain Types of Checks

#### Applies to:

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

**EFFECTIVE FEBRUARY 17, 2023, THE FOLLOWING PROVISION WILL BE DELETED IN ITS ENTIRETY:**

#### When deposited with a teller:

- Available on the *same business day* we receive your deposit

#### AND REPLACED WITH:

#### When deposited with a teller:

- Available on the first business day after the day we receive your deposit

#### When deposited at a Citibank ATM or non-Citibank ATM facility:

- Available on the *first business day* after the day we receive your deposit

### All Other Checks

#### Total Deposit amounts up to \$100,000

Funds from all other check deposits on any one day that **total \$100,000 or less** will be available on the second business day after the day of deposit. The first \$225 of these check deposits will be available on the first business day after the day of deposit. For check deposits made at a physical lockbox location in Texas or at a Citibank ATM located in Texas, the full amount of the deposit up to \$100,000 will be available on the first business day after the day of deposit.

#### Large Dollar Deposits (Check deposits that total greater than \$100,000)

If the total of your check deposits on any one day is greater than \$100,000, the amount in excess of \$100,000 will be available on the third business day after the day of deposit. For check deposits made at a physical lockbox location in Texas or at a Citibank ATM located in Texas, such deposits will be available on the second business day).

#### By way of example:

For accounts domiciled in New York, for example, if you deposit a check (or multiple checks on any given day) that total(s) \$125,000:

- The first \$225 of your deposit will be available on the *first business day* after the day of deposit
- An additional \$99,775 will be available on the *second business day*
- The remaining \$25,000 from that deposit will be available on the third business day.

### Special Rules for New Clients

You are considered a new client if you have not had a business deposit account at Citibank for at least 30 days prior to your opening one. For the first 30 days your new account is open, the following special rules apply:

- You will be entitled to the availability described above for:
  - Incoming wire transfers and electronic direct deposits
  - Cash
  - Certain types of checks (as defined above)
- For all other checks your availability will be as follows:
  - The first \$225 of your deposit will be available on the *first business day* after the day of deposit
  - The remaining funds from these checks will be available on the *4th business day* after the day of deposit



### Longer Delays May Apply

- Doubt of collectability – We may delay the full amount of any check you deposit up to 5 business days if we have reason to believe the check you have deposited will not be paid. Should this occur, we will send you a deposit hold notice no later than the next business day after we decide to take this action.
- Emergency situations – We may delay the full amount of any check you deposit up to 7 business days if we are unable to conduct business due to an interruption of communications, computer equipment facilities or other emergency conditions beyond our control, such as the impact of a natural disaster. Should this occur, we will notify you if we are able to do so.

### Collection Items

We may require that a check received for deposit be sent out for collection. This may occur, for example, if the check is drawn on an institution outside the United States. We will make the funds available to you after we receive payment from the bank on which the check is drawn. A service fee will generally apply. Please refer to the Schedule of Standard Fees and Charges.

### Holds on Other Funds

If we cash a check that is drawn on another bank, we may withhold the availability of a corresponding amount already in your account. Those funds will be made available on the day they would have been available if you had deposited the check.

### Our Right of Chargeback

The availability of funds from checks that you deposit will not affect your obligation to repay Citibank for any check that you deposit that is not paid nor does it affect our right to charge back your account for any check that is not paid.

### Changes to Our Policy

We will notify you of any change(s) to our Funds Availability policies as required by applicable law.

## EFFECTIVE DATE: IMMEDIATELY

### AMENDMENT:

Effective Immediately, the following change is made to the *CitiBusiness® Client Manual*: The paragraph titled, "Transactions Made Outside the U.S. and Puerto Rico" within the "Electronic Banking" section of the *CitiBusiness® Client Manual* is deleted in its entirety and replaced with the following:

#### Transactions Made Outside of the United States and its Territories

**International Transaction Charge.** We will apply a foreign exchange fee equal to 2% of the transaction amount (including credit and reversals) for each debit card purchase or ATM withdrawal transaction (including those at Proprietary Citibank ATMs) made in a currency other than U.S. Dollars when the transaction is conducted outside the 50 United States and its territories.

## EFFECTIVE DATE: FEBRUARY 1, 2021

The "Deposits by Mail" section of the Client Manual that begins on page 26 is deleted in its entirety and replaced with the following section:

**Check deposits can be made by mail. You may make a check deposit by mail by sending it to:**

Citibank  
ATTN: Check Operations-CORP  
Bank By Mail P.O. Box 769009 San Antonio, TX 78245

For overnight mail, check deposits should be sent to:

Citibank  
ATTN: Check Operations – Bank By Mail  
100 Citibank Drive Bldg 3  
San Antonio, TX 78245

A check deposit received by mail is considered made on the day we receive it at the address above. Check deposits made by mail and addressed to any other Citibank address will be forwarded to the above facility for processing and will be considered received on the date the deposit is received by this facility.

Mailed deposits should include deposit ticket or list of checks, including Company Name & Account number for deposit. Deposits mailed without a deposit ticket must have the Account number written in the endorsement section on the back of each check. All checks must be properly endorsed by the business. Checks will post within 72 hours of receipt.



## EFFECTIVE DATE: IMMEDIATELY

Currently, Citibank does not impose an extended delay on the redeposit of check(s) returned unpaid. Therefore, effective immediately, the "Exceptions to Citibank's Standard Funds Availability Policy" section of the CitiBusiness Client Manual is amended as follows:

The subsection titled "Redeposit of Check(s) Returned Unpaid" is deleted in its entirety.

## EFFECTIVE DATE: NOVEMBER 1, 2020

1. The "General Information" section of the CitiBusiness Client Manual that begins on page 3 is amended as follows:

The subsection titled "Changing Your Account Records" located on page 4 is deleted in its entirety and replaced with the following new subsection:

It is important that your account records be kept up to date. You have a responsibility to provide us with your physical mailing address (not a post office box). Please inform us of any change in your business address, including your physical mailing address or your electronic mail address. Be sure to change the address on all of your accounts. If you fail to do so, we shall not be liable for errors, debits or charges to, or your inability to transact in, your account resulting from such failure.

The subsection titled "Account Errors and Adjustments" located on page 4 is amended by deleting the first paragraph of such subsection and replacing it with the following new paragraph:

We may make adjustments to your account whenever a correction or change is required. Adjustments might occur, for example, if a deposit amount is entered in an amount that is different than the actual amount of the deposit or items you deposit are returned unpaid. In the case of a deposit error where the deposit amount is entered in the wrong amount, we will either investigate the error and make an adjustment (debit or credit) to your account or, alternatively, credit your account for the full amount of the discrepancy without investigation.

The subsection titled "Opening an Account" that begins on page 5 is amended by deleting the third sentence on page 6 and replacing it with the following new paragraph:

In addition, we collect and use personal information from or about you to process applications, service your accounts or otherwise run our business. The personal information can include information about your account and transactions, and information we receive from credit reporting agencies and other sources. We share this information with our affiliates or third parties to check creditworthiness, service your accounts, market products or services, or otherwise run our business as permitted by applicable law.

2. The "Foreign Account Tax Compliance Act (FATCA)" section of the Client Manual that begins on page 9 is deleted in its entirety and replaced with the following section:

In order for Citibank to comply with the provisions of the Foreign Account Tax Compliance Act (FATCA), a U.S. federal tax law, Citibank may request additional information and/or documentation. Furthermore, you should not rely upon Citibank to determine the impact of FATCA on your business activities or what your compliance obligations are under FATCA. Citibank encourages you to seek the advice of experienced tax advisors to determine what actions you need to take to become FATCA compliant. Your failure to comply with FATCA may result in restricted access or withholding of taxes from interest payments due to you.

If your business is organized as a partnership, these terms shall remain in full force and effect despite changes in the parties comprising your partnership. For this purpose, your "partnership" shall include any altered or successor partnership, but the predecessor partnerships and their partners shall not thereby be released from any liability. Citibank may require new partners to execute documentation relating to the accounts.

3. The "Governing Law" section of the Client Manual that begins on page 9 is deleted in its entirety and replaced with the following section:

Accounts and services are governed by federal laws and regulations and, to the extent not preempted by federal law or otherwise inapplicable, by your "governing state law." Your governing state law, if you first opened your account or enrolled for a service at a branch, is that of the state in which that branch is located, regardless of the state where your business is located or where you reside. Your governing state law in all other cases, including if you opened your account or enrolled for a service remotely (for example by Citibank® Online or CitiPhone Banking®), is deemed to be the law of the State of South Dakota, unless a specific agreement states otherwise.

4. The "CitiBusiness Checking Accounts" section of the Client Manual that begins on page 13 is amended by adding the following new subsection as the final subsection on page 17:

### **How CitiBusiness Checking Balances are Maintained:**

For regulatory and accounting purposes, all CitiBusiness checking accounts (whether interest-bearing or non-interest-bearing) consist of two sub-accounts: (i) a transaction sub-account into which all financial transactions are posted; and (ii) a savings sub-account into which available balances above a pre-set level are transferred daily. Transfers to and from the savings sub-account will be periodically made when available balances in the transaction sub-account exceed a preset level or fall below a predetermined level, as applicable. Transfers between these sub-accounts are in accordance with federal regulations.

This structure will not impact the use of your account or your bank statement and both sub-accounts are treated as a single account for purposes of customer deposits and withdrawals, applicable interest, fees, FDIC insurance, and other features. As required by federal regulations, we reserve the right to require seven days' advance notice before permitting withdrawals from only the savings subaccount portion of your account. However, we do not presently exercise this right.

5. The "Standard Funds Availability Schedule" section of the Client Manual that begins on page 27 is deleted in its entirety and replaced with the following section:

**The following schedule applies to all check deposit(s) made during any Business Day, except as set forth under "Special Availability of Certain Deposits"**

Deposits of \$100,000 or less will be available two (2) Business Days after deposit, and deposits in excess of \$100,000 will be available three (3) Business Days after deposit. When you make a single deposit, or multiple deposits in the course of a Business Day, totaling more than \$100,000, the portion in excess of \$100,000 will be available three (3) Business Days after deposit. Any time you deposit two (2) or more checks totaling more than \$100,000, the check or checks with the fastest availability will be allocated to the portion of your deposit below \$100,000.

The first \$225 of your total Business Day's check deposits is available on the Business Day after the Business Day of deposit, unless made with a teller, in which case it is available immediately.

6. The "Electronic Banking" section of the Client Manual that begins on page 37 is amended by adding the following new subsection on page 40 after the subsection entitled "Transaction Records:"

**MasterCard MoneySend**

You can use your Debit Card to send funds person-to-person, or receive funds from a person, business or governmental agency through participating merchants and merchant web sites using Mastercard MoneySend. You can send up to \$1,000 per calendar day and \$10,000 per month when making a person-to-person transfer and up to \$2,500 per calendar day and \$10,000 per month when receiving person-to-person transfers. You can receive up to \$50,000 per calendar month from a business or governmental agency. Payments you receive will appear on your statement as "MoneySend Credit" and funds you transfer to another person will appear on your statement as "MoneySend Debit."

7. The subsection titled "Receipt of Gifts, Gratuities and Nonmonetary Compensation to Citi" which begins on page 45 of the Client Manual is deleted in its entirety and replaced with the following:

From time to time, third-party vendors (such as investment product distributors and providers, mutual fund companies, investment advisors, insurance and annuity companies, broker-dealers, wholesalers, etc.) may provide Citi with non-monetary gifts and gratuities, such as promotional items (i.e., coffee mugs, calendars or gift baskets), meals, entertainment and access to certain industry related conferences or other events (collectively, "gifts").

Citi has implemented policies and procedures to help ensure compliance with all applicable laws and regulations (including the U.S. Bank Bribery Act and the U.S. Foreign Corrupt Practices Act). These are intended to ensure that Citi and its employees worldwide avoid actual or perceived conflicts of interest when giving or receiving gifts and entertainment from relevant parties.

The policies and procedure limit the maximum value that may generally be received by any individual to (i) \$100.00 in any calendar year for a gift, and (ii) \$250.00 for meals and entertainment (sporting events, theater, or other comparable entertainment), in each case (subject to preapproval), per vendor, per day, and an aggregate maximum of \$1,000.00 per calendar year per vendor.

The foregoing must be appropriate, customary and reasonable and clearly not meant to influence Citi business or serve as a "quid pro quo" for it to be accepted by Citi. To the extent any gift, gratuity or non-monetary compensation is paid to or received by Citi, we believe it is insubstantial with respect to any particular account or client.

**All other terms and conditions of the *CitiBusiness Client Manual, U.S. Markets* remain in full force and effect. Terms, conditions and fees for accounts, products, programs and services are subject to change.**

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