



Citi® Transaction Services

Slovakia

LOCAL CONDITIONS

Citibank Europe plc with its registered seat at 1 North Wall Quay, Dublin 1, Republic of Ireland, registered with the Companies Registration Office, registration number 132781, conducting its business activity in the Slovak Republic through Citibank Europe plc, pobočka zahraničnej banky with its registered seat at Mlynské nivy 43, 825 01 Bratislava, Slovak Republic, business number 36 861 260, registered with the Commercial Register of District Court Bratislava I, Section Po, Insert No. 1662/B (hereinafter referred to as “Citibank”)

1. General Account Conditions

- 1.1 These Local Conditions for Accounts held in the Slovak Republic (“**Local Conditions**”) supplement and/or amend and are to be read together with the General Account Conditions (“GAC”) of Citibank and Data Privacy Conditions (“**DPC**”) of Citibank
- 1.2 Terms not otherwise defined herein shall have the meanings assigned to such terms in the GAC or DPC.

2. Set-Off

- 2.1 Citibank may set off any funds (both matured and unmatured) on any Account against any obligation (matured or unmatured) of the Customer to Citibank, regardless of the place of payment or currency of these funds and obligations. Funds and obligations denominated in foreign currency shall be set off using the exchange rate applicable to the purchase of such foreign currency which appears on the exchange rate list that is published by Citibank and is in force as at the date of the set-off.
- 2.2 Any provisions of the Slovak Commercial Code (act no. 513/1991 Coll. as later amended) that are in conflict with clause 2.1 above, shall not be applicable to the extent of that conflict.

3. Place of Performance

Without limiting clause 8.3 of the GAC in relation to the governing law of the Account, the place of payment of obligations relating to the Accounts and the business relations between Citibank and the Customer in the Slovak Republic is the business premises of Citibank in the Slovak Republic.

4. Handling the Account and Funds in the Account

The Customer shall enter into transactions with Citibank solely on its own account and shall only use funds in its exclusive ownership for such transactions. If the Customer contemplates entering into a transaction using funds owned by a third party, or for the account of a third party, the Customer shall disclose the identity of that third party to Citibank as required by the applicable laws and shall provide Citibank written consent from that third party authorising the use of its funds. If the Customer fails to provide Citibank with the required information in relation to a transaction purported to use the funds of, or be for the account of, a third party, then the Customer is deemed to have submitted to Citibank, with respect to that transaction, a statement to the effect that the transaction is to be closed with its own funds and for its own account.

5. Interest, Fees and Charges

- 5.1 Citibank may charge and Customer is obligated to pay all fees for Accounts and Services and overdraft interest and other amounts owed to Citibank (including default interest). Citibank shall notify the Customer of the amount of the fees and the reference rate and margin used to calculate credit, debit

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and default interest in the Schedule of Charges (as defined in clause 5.4 below). Citibank may modify such fees and such reference rate and margin upon fifteen (15) days' notice (but subject to any legal requirement for a different notice period) by publishing a revised Schedule of Charges in accordance with clause 5.4.

- 5.2 The Customer is also obligated to pay any amounts that Citibank is required to collect on behalf of any governmental authority, including, but not limited to, any taxes due on Accounts, Services and earned interest.
- 5.3 Unless otherwise agreed in writing, Citibank may debit any Account for fees, interest or other amounts due Citibank.
- 5.4 Details of any relevant interest rates (including debit, credit and default interest rates) and other fees (including any fees applicable to unauthorised debit balance of current Accounts) will be published on Citibank's website, made available at Citibank's business premises in the Slovak Republic or may be otherwise agreed with the Customer from time to time ("**Schedule of Charges**").
- 5.5 If the Customer is in default in the settlement of any payment liability, Citibank may, in addition to requesting the payment from the Customer, charge default interest to the Customer at the rate set out in the Schedule of Charges accruing on the overdue amount, starting from the date on which the amount was due for payment, even if such default interest was not charged by Citibank on the relevant bank statements. If Citibank omits or delays in charging default interest, there shall be no waiver or forbearance by Citibank of its right to charge default interest.
- 5.6 Citibank shall, at intervals determined by Citibank but in any case, not less than once per annum:

5.6.1 Where there is a credit balance on the relevant Account, credit that Account with all interest to which the Customer is entitled, or

5.6.2 Where there is a debit balance on the relevant Account, debit the Account with all interest to which Citibank is entitled.

6. Account Statements

- 6.1 The Customer will be able to access information relating to the payment transactions on the Accounts available to the Customer in electronic form using Citibank's electronic banking system (the "**Electronic Banking System**"), and that, in addition to such access, Citibank shall, unless otherwise agreed with the Customer, provide the Customer with paper based bank statements on at least an annual basis. Citibank bank statements shall specify all the credit and debit transactions on the Account, and its overall balance.
- 6.2 Citibank may at any time credit or debit any Account, as appropriate, in order to correct any error made by Citibank affecting the balance of the Account. Citibank shall notify the Customer of each such correction made.

7. Special Provisions Applicable to Electronic Banking

This clause 7 of these Local Conditions shall only apply to the Customer's use of the Electronic Banking System, based on which there is a direct "on-line" electronic connection between Citibank and the Customer. Additional terms and conditions of using the Electronic Banking System (e.g. conditions of use of mobile access to CitiDirect) shall be published by the Bank on its website or at the business premises of the Bank in the Slovak Republic.

7.1 Electronic Banking Services

7.1.1 Citibank may allow the Customer to use the following electronic banking services provided through the Electronic Banking System:

- (a) Direct (on-line) access to information concerning designated Accounts of the Customer,
- (b) Access to data files containing information concerning designated Accounts of the Customer,
- (c) Giving of instructions to Citibank via electronic media (including payment initiation),

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- (d) Automated transmission of files and reports with data concerning designated Accounts of the Customer,
- (e) Transmission of designated information to electronic (e-mail) address or to a mobile phone number provided to Citibank by the Customer in the form of SMS messages (so-called notification of events), or
- (f) Other electronic services, which Citibank agrees to provide to the Customer, (each an “**Electronic Service**” and collectively the “**Electronic Services**”).

- 7.1.2 If the Customer uses an Electronic Service, which is based on transmission of information through a global communication network (internet), by signing the relevant form published by Citibank, in which such Electronic Services are selected, the Customer agrees to the provision of the Services through the internet.
- 7.1.3 If the Customer selects the “automated transmission of files and reports” Electronic Service, under which it requests sending of specific information to a pre-determined electronic (e-mail) address, Citibank shall make available such an Electronic Service on the condition that the Customer notifies Citibank of a secure electronic message (e-mail) address for that information is to be sent to and imports to the Electronic Banking System a public section of a personal digital certificate. The term “**personal digital certificate**” means a certificate issued by an authorised third party which makes it possible to digitally undersign and encrypt an electronic (e-mail) message, preventing its abuse by unauthorised parties. The Customer shall obtain a personal digital certificate from an authorised provider at its own expense. Citibank shall not be liable for any lack of compatibility between the personal digital certificate and the Electronic Banking System.
- 7.1.4 The Customer's shall only be entitled to use the Electronic Banking System and the Electronic Services in accordance with, and subject to, any relevant operating manual or user guides relating to the Electronic Banking System and the relevant Electronic Services published by Citibank from time to time.

7.2 User Profiles

- 7.2.1 The Customer shall be liable for the selection of, and the scope of access rights of, persons authorised by the Customer to access and use the Electronic Banking System in accordance with the process set out in the relevant operating manual or user guides (“**Users**”) and persons authorised by the Customer to create new profiles for Users, and to change the settings of existing profiles of Users (that is performing an administration function) (“**Administrators**”) and the setting of User and Administrator profiles by Citibank.
- 7.2.2 The Customer shall inform Citibank of any new Users, using a form compiled by Citibank. The Customer shall disclose to Citibank identification data of the person for whom a User profile is to be created and it shall provide to Citibank collaboration necessary to check the identity of such a person. The Customer agrees to disclose such information within a reasonable period prior to the creation of the relevant User profile so that Citibank may check such information. The Customer acknowledges and agrees that new Users will not be able to approve transactions, unless the requirements set out in this clause 7.2.2 are fulfilled.
- 7.2.3 The Customer shall be fully liable for the conduct of each User and Administrator, which directly or indirectly involves the Electronic Banking System. Similarly, the Customer shall be fully liable for the granting of User rights to, and the setting of User profiles for, additional Users, and for the scope of such rights (e.g. authorisation to act individually, jointly, or subject to certain limitations). If the Customer wishes to replace the Administrator, it shall request Citibank to do so using a form compiled by Citibank.
- 7.2.4 The Customer acknowledges and agrees that all the User profiles, including the relevant passwords, shall be administered by Administrators and that the Customer shall be fully liable for the actions of each Administrator. The Customer shall develop and follow internal procedures to ensure safe use and storage of passwords.

8. Preservation of Confidential Nature of Information and Processing of Personal Data

8.1 Without limiting Citibank's rights under Clause 9 of the GAC, Citibank may grant access to, or disclose, information relating to the Customer to a third party where Citibank is permitted or obliged to disclose that information by applicable law, a court order, or a decision or request from a relevant regulatory authority without obtaining further consent from the Customer (unless expressly required by applicable law). The information that Citibank may disclose, or provide access to, as described above and in Clause 9 of the General Account Conditions includes, but is not limited to:

- (a) Certain information concerning the financial standing of the Customer including information concerning any transaction arranged for the Customer by Citibank,
- (b) Any information that Citibank may receive from the Customer relating to the Customer's debts and any security granted relating to that debt,
- (c) Any information relating to the Customer's payment of liabilities arising from any transaction arranged by Citibank; and
- (d) Any information containing the bank secret including information relating to the creditworthiness or reliability of the Customer as to the settlement of its liabilities, including information collected by Citibank in the course of negotiations leading to the closure of any transaction, to the extent defined by the Slovak Act 483/2001 Coll. on banks (as amended from time to time), including information having nature of business secret.

8.2 Without limiting the Bank's rights under the DPC, the Citibank and the Customer agreed that:

8.2.1 The Clause 10.2 of the DPC shall read as follows: "10.2 To the extent that the Customer is the Data Subject of Customer Personal Data processed by Citibank, then the Customer consents to Citibank Processing all of such Customer Personal Data as described above. To the extent that Citibank processes Customer Personal Data about other Data Subjects (for example, the Customer's personnel), then the Customer warrants that it has provided notice to and obtained consent from such Data Subjects in relation to Citibank's Processing of all of their Personal Data as set out above and that such consent has been granted by these Data Subjects for the period reasonably required for the realisation of the relevant Permitted Purposes. The parties acknowledge and agree that the above consent may not be required if the Processing is necessary for the performance of obligations resulting from a contract with the Data Subject or imposed by law, or (for Customers other than those located in Austria, the Czech Republic or Slovak Republic) for the transfer of the information relating to persons other than living individuals, to recipients in third countries."

8.2.2 In addition to Customer's consent and warranty according to Clause 10.2 of the DPC, the Customer consents (or warrants that it has provided notice to and obtained consent from such Data Subjects) with the international (cross-border) transfer of the birth certificate number (if applicable in respective case) of the Customer or the Data Subject, even with respect to countries, which are regarded as countries that do not offer adequate level protection of personal data according to relevant EU law or regulation.

8.2.3 In addition to Data Subject's rights according to Clause 10.4 of the DPC, the Customer acknowledges that it is aware of the rights of the data subject according to provisions of Section 28 of the Slovak Act no. 122/2013 Coll. on personal data protection as later amended ("**Slovak Data Protection Act**"), according to which, the Data Subject shall be entitled upon the written application to request from the controller 1. confirmation whether his/her personal data are or are not being processed, 2. information about the state of processing of his/her personal data in the information system in a generally intelligible form, 3. exact information, in a generally intelligible form, about the source from which the controller obtained his personal data for their processing, 4. list of his/her personal data, in a generally intelligible form, which constitute the subject of the processing, 5. rectification or erasure of his inaccurate, incomplete or not updated personal data, which constitute the subject of the processing, 6. erasure of his/her personal data, if the purpose of their processing was fulfilled; if any official documents containing personal data constitute the subject of the processing, he may request

their returning, 7. erasure of his/her personal data which constitute the subject of processing if there was a violation in the law, 8. blocking of his/her personal data due to the cancellation of the consent for personal data processing before its expiration if controller processes personal data based on the consent of the data subject, 9. to object processing of his/her personal data, processed for the purposes of direct marketing.

8.2.4. The Clause 10.2 of the DPC shall read as follows: “10.6 Customers located in Bulgaria, the Czech Republic, Hungary, Italy, Spain and Slovak Republic may obtain further information about the entities referred to in Condition Chyba: Zdroj odkazu nenájdený on request from the Customer’s account manager.”

8.2.5 In addition to Clause 10.6 of the DPC, Citibank shall publish on Citibank’s website additional information relating to the Processing of Personal Data, as well as an actual list of third parties (data processors and data controllers) to which Citibank shall disclose Customer Personal Data. The Customer agrees that if a data processor is authorized to Process Personal Data after the retrieval thereof, Citibank’s duty to notify the Customer shall be fulfilled upon publishing information about such data processor on the website mentioned above.

8.2.6 In addition to Clause 9 of the DPC, the Customer agrees or warrants that the consent is being granted at least for the term of five (5) years from termination of the respective contractual relationship (or from closing of negotiations on particular transaction if the transaction was not finalized) with the Customer and for the term, for which Citibank is obliged to keep on file the relevant documents (containing Personal Data) pursuant to relevant legislation.

8.2.7 Citibank shall also publish additional conditions and information relating to processing of personal data according to provisions of Section 15 of Slovak Data Protection Act, including conditions on data protection on internet.

9. Force Majeure, Liability of Citibank

9.1 Citibank shall not be liable for any damage or other consequences caused by forged or incorrectly filled-in money transfer orders, instructions or other documents, or by submittal of forged or altered documents and deeds, which Citibank could not have recognised even if exercising due care.

9.2 Citibank shall not be liable to the Customer for any damage caused by abuse of signature specimen of authorised persons or other means of control used by Citibank and the Customer to check the identity of persons acting on behalf of the Customer, unless such abuse occurs as a result of misconduct or gross negligence on the part of Citibank.

9.3 The Customer agrees that internet communications, including but not limited to Electronic Services, may not be secure and that use of the internet for transmission of data or electronic access to transactions may be affected by malfunctions or breakdown of such networks, delayed transmission, computer virus, or unauthorised hacking by a third party (including abuse of username or password with the aim to access the relevant system). This may result in, among other things, loss, alteration, or abuse of data. The Customer agrees that Citibank shall not be liable for any loss or damage directly or indirectly arising in connection with Customer’s use of the internet to transmit data or access transactions, unless the damage occurs as a result of breach of duties on the side of Citibank.

10. Protection of Deposits

The Customer’s deposits may be protected under the system of protection of deposits in Ireland, which complies with the provisions of Directive 94/19/EC of the European Parliament and Council of 30 May 1994 on deposit-guarantee schemes, as amended by directive 2009/14/EC. Detailed information concerning the deposit-guarantee schemes shall be made available by Citibank to the Customer on Citibank’s website and at its business premises in the Slovak Republic.

11. Provision of Payment Services

11.1 General Provisions on Payment Services

11.1.1 Clause 11 of these Local Conditions shall apply to any provision of payment services by Citibank in the Slovak Republic as defined in the Payment Services Directive and the Payment Services Act (the act no. 492/2009 Coll. as later amended). The term “**payment instrument**”

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includes any personalised device or set of procedures used by the Customer to initiate an instruction or other Communication.

- 11.1.2 Citibank shall provide payment services pursuant to the Payment Services Act to the extent defined in the applicable documents, including, but not limited to, these Local Conditions, the GAC, the Account Agreement, Schedules of Charges, agreements for Services, any other documents incorporated by reference into the preceding documents, and any special or additional terms and conditions applicable to the Customer, which involve provision of payment services and which are agreed in writing with the Customer or made available by Citibank to the Customer on Citibank's website and at its business premises in the Slovak Republic or otherwise notified to the Customer from time to time (mainly in the "Information concerning terms and conditions on provision of the payment services of Citibank Europe plc, pobočka zahraničnej banky"). Such documents, together, constitute a "framework contract" for the purposes of the Payment Services Act (the "**Framework Contract**").
- 11.1.3 Where Citibank provides payment services to the Customer, the Customer agrees that it does not constitute a "consumer" for the purposes of the Payment Services Directive and the Payment Services Act, and that all the provisions of applicable law or regulation relevant to payment services that are applicable to consumers are excluded to the maximum extent permitted. Citibank shall not be liable to the Customer for any non-fulfillment of information duties relating to consumers under the provisions of the Payment Services Act. The Payment Services Act defines "**consumers**" for the purposes of provision of payment services as individuals, who enter and perform agreements involving provision of payment services for purposes other than their trade, business, or profession.
- 11.1.4 Unless otherwise agreed in writing with the Customer (including under the Framework Contract), the Customer may request that Citibank undertake corrective actions and operations in relation to a payment transaction within six (6) months after the settlement date of the relevant payment transaction.

11.2 Liability for the Provision of Payment Services

- 11.2.1 Unless provided otherwise, the Customer shall bear all losses relating to unauthorised payment transactions resulting from the use of a lost or stolen payment instrument or an abuse of a payment instrument by an unauthorised party, if caused by the Customer's intentional, negligent, grossly negligent or fraudulent failure to safeguard payment instruments as agreed in writing with Citibank (including in the Framework Contract).
- 11.2.2 The "gross negligence" of the Customer shall include, but not be limited to, any breach of the duty of the Customer relating to the treatment of payment instruments as agreed in writing with Citibank (including in the Framework Contract), disclosure of security codes or any other personalised security feature (together the "**Security Code**") to a party other than an authorised party, storage or placement of the Security Code with the payment instrument or in a location that is accessible by third parties, or use of the Security Code or the payment instrument on uncertified websites.

11.3 Instructions and Money Transfer Orders

- 11.3.1 When placing payment orders the Customer shall comply with the form and substance of paper and/or electronic payment orders prescribed by Citibank, as appropriate.
- 11.3.2 A payment transaction shall be deemed authorised (i) upon the delivery to Citibank of a written payment order (including any payment order sent by fax) that is undersigned by the Customer and the signature on the payment order matches the specimen signature of the Customer kept by Citibank in the agreed manner; (ii) with respect to a payment order placed using the Electronic Banking System, at the time when the identity of the Customer is verified in accordance with the relevant Procedures; or (iii) with respect to a payment transaction by the SWIFT information system, at the time when the identity of the Customer is verified in accordance with the relevant Procedures.

- 11.3.3 Citibank may deduct its fees from the payment transaction transferred amount prior to posting the same to the Account of the Customer.
- 11.3.4 As regards payment to EEA countries denominated in EUR or in currencies of the EEA member states, the fee instruction "SHA" shall be mandatory (i.e. the Customer shall pay the fee charged by Citibank and the payee shall pay the fee charged by the payment services provider of the payee); as regards payments involving conversion of funds, "OUR" fees may also be applicable (i.e. the Customer as payer shall bear the fees charged both to the payer and the payee), unless Citibank provides otherwise.
- 11.3.5 As regards cross-border payments, which do not include correct or complete identification of the payee or the payee's bank account in the IBAN format, Citibank or the bank of the payee may charge additional fees (so-called (Non-STP)), and such fees shall be charged to the Accounts of the Customer as payer. The Customer acknowledges hereby and authorises Citibank to charge such fees to its Accounts.
- 11.3.6 The Customer shall notify Citibank of any unauthorised transaction promptly in writing or by any other means as agreed by the Customer and Citibank. The Customer shall be liable for any loss associated with any authorised transaction, unless otherwise expressly agreed between Citibank and the Customer in writing.
- 11.3.7 Unless otherwise stipulated by relevant law or regulation relating to SEPA Direct Debit, all Accounts of the Customer will be open against the SEPA Direct Debits, i.e. Citibank will execute all incoming SEPA Direct Debits. Upon request of the Customer Citibank will block the Account of the Customer against the SEPA Direct Debits, i.e. the Bank will reject all incoming SEPA Direct Debits. The Customer may request the change of protection of its Account according to the above, at anytime; such change shall become effective as of the next business day following the day of receipt of such request.
- 11.3.8 SEPA Direct Debit can be provided to the Customer as a creditor only upon written agreement between Citibank and the Customer; such agreement will set out the terms and conditions applicable to such service.
- 11.3.9 Unless these Local Conditions or relevant laws and regulations stipulate otherwise, the Customer may withdraw or change any instruction (except the money transfer order) given to Citibank until such time as the party in favor of whom Citibank is to execute the instruction is informed thereof, or until such time as the funds are debited to the Account, whichever is earlier. The Customer shall be liable for any fees triggered by a withdrawal or change of instruction. Citibank shall not be liable for any loss incurred by the Customer due to the withdrawal or change of instruction made by the Customer. The Customer may withdraw a money transfer order until the end of the working day proceeding the agreed day of execution of that money transfer order.
- 11.3.10 The cut-off times relating to delivery and execution of the money transfer orders shall be made available to Customer on Citibank's website, at its business premises in the Slovak Republic or otherwise notified to the Customer by Citibank from time to time.
- 11.3.11 Citibank reserves the right to block any payment instrument: (i) for objectively justified reasons related to the security of the payment instrument or the suspicion of unauthorised or fraudulent use of any check or payment instrument, including the grounds set out in Section 28 subsection 2 of the Payment Services Act (which relates to safety concerns, fraud prevention and the decrease in creditworthiness of the Customer); or (ii) if Citibank considers that there is a material increase in the risk that the Customer (or the payment instrument holder) will not be able to settle any liability to Citibank, which may be drawn using the payment instrument.
- 11.3.12 Subject to the remainder of this paragraph, Citibank shall notify the Customer prior to blocking the payment instrument or, if that is not possible, as soon as practicable after the payment instrument or check has been blocked, such notifications will also include the reasons for Citibank's decision. Citibank is not obliged to inform the Customer that the payment instrument will be blocked (or provide reasons) if the notice could prejudice the purpose of the blocking or

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if to do so would be contrary to applicable law. If the reasons for which the payment instrument has been blocked cease to exist, Citibank shall enable the payment instrument or shall issue a new payment instrument to the Customer.

11.4 Safety Measures to be taken by Payment Instrument Users

11.4.1 The Customer shall use payment instruments in accordance with the Framework Contract, and the Customer shall (i) promptly upon receipt of a payment instrument take all reasonable measures to protect its Security Codes, and (ii) shall inform Citibank (or a party designated by Citibank from time to time) of any damage, loss, theft, abuse, or unauthorised use of any payment instrument promptly after becoming aware of any damage, loss, theft, abuse or unauthorised use.

11.4.2 The Customer shall (i) keep all payment instruments and all Security Codes in a secure place; (ii) protect all payment instruments against damage; (iii) ensure that payment instruments and any Security Codes are not lost, abused or stolen, including by implementing security procedures relating to the use of payment instruments, Security Codes (for example, ensuring that no Security Codes are written directly on the payment instrument or otherwise recording Security Codes; (iv) not disclose any Security Codes to third parties; and (v) duly instruct all persons authorised to use any payment instrument on the Customer's behalf of the security measures that should be taken.

11.5 Complaints Relating to the Provision of Payment Services

If the Customer does not agree with any transaction made by Citibank in relation to any Account, it may file a complaint with Citibank in writing (or such other form as agreed between the Customer and Citibank). Citibank shall process any complaints in accordance with: (i) the applicable provisions of the Payment Services Act; (ii) the "Complaints rules of Citibank Europe plc, pobočka zahraničnej banky, for the provision of payment services", as made available to Customer on Citibank's website, at its business premises in the Slovak Republic or through other written notification issued by Citibank from time to time; or if appropriate, of any party engaged in the settlement of transactions.

12. Termination

12.1 Without prejudice to the GAC, the Customer or Citibank may terminate their relationship under these Local Conditions (including the Framework Contract) at any time and for any reason by giving written notice of termination to the other party. Unless the Customer and Citibank agree otherwise in writing, the termination shall become effective on the last day of the calendar month following the month in which the written notice of termination is delivered to the other party.

12.2 After receipt of a notice of termination, all the then outstanding liabilities of the Customer to Citibank must be settled as soon as possible. These Local Conditions shall remain in full force and effect until the time when all the outstanding liabilities between Citibank and the Customer are settled.

13. Amendment of Local Conditions

13.1 Citibank may amend or supplement these Local Conditions (subject to any restrictions imposed by applicable law) by giving the Customer at least fifteen (15) days prior written notice. The amended or supplemented Local Conditions shall apply from fifteen (15) days following the date of Citibank's notice (or such later date as specified in the notice) ("**Effective Date**") unless the Customer notifies Citibank in writing of its objection to the amended or supplemented Local Conditions prior to the Effective Date. If the Customer notifies Citibank of its objection to the amended or supplemented Local Conditions prior to the Effective Date Citibank and the Customer may: (i) seek to agree amendments to the Local Conditions that are acceptable to both parties; or (ii) either party may terminate their relationship under these Local Conditions (including the Framework Contract) with immediate effect by giving written notice to the other party.

13.2 Any relationship, which used to be governed by the Local Conditions of Citibank in force from December 1, 2010, shall be governed exclusively by these Local Conditions starting from the effective date hereof. These Local Conditions fully replace and supersede the Local Conditions Citibank in force from December 1, 2010. These Local Conditions come into effect on **May 20, 2014**.