

DATA PRIVACY CONDITIONS

1. Introduction

These Conditions supplement the General Account Conditions that apply between the Customer and Citibank in relation to the provision of Accounts and Services to the Customer. The purpose of these Conditions is to explain Citibank's approach to Customer Personal Data and to clearly set out each of the Customer's and Citibank's rights and obligations as regards Customer Personal Data. Some provisions of these Conditions are region-specific and will only apply in respect of the regions or countries specified. In some countries, further country-specific terms are required, and these will be included in the Local Conditions for that country.

2. Confidentiality and security

Citibank will, and will ensure that Citibank Affiliates and Third Party Service Providers will, (a) treat the Customer Personal Data as confidential, and (b) implement appropriate technical and organisational security measures to protect Customer Personal Data that is within its or their custody or control against unauthorised or unlawful Processing and accidental destruction or loss. Citibank will take reasonable steps to ensure the reliability of its employees who will have access to Customer Personal Data and will ensure that those of its employees who are involved in the Processing of Customer Personal Data have undergone appropriate training in the care, protection and handling of Personal Data.

3. Purpose limitation

Customer hereby authorises and instructs Citibank to process Customer Personal Data in accordance with these Conditions and to the extent reasonably required for the relevant Permitted Purposes, for the period of time reasonably necessary for the relevant Permitted Purposes. Citibank shall not process Customer Personal Data for any other purpose unless expressly authorised or instructed by Customer.

4. Authorised disclosures

4.1 Citibank may disclose Customer Personal Data to Citibank Affiliates, Third Party Service Providers and Payment Infrastructure Providers solely for the Permitted Purposes.

4.2 Citibank may: (i) disclose Customer Personal Data to such parties as may be designated by the Customer (for example, Customer's shared service centres), (ii) disclose Customer Personal Data to Payment Infrastructure Providers to the extent necessary for the operation of the Account and the provision of the Services; and (iii) use Customer Personal Data relating to Customer personnel that has been provided by Customer for the purpose of supporting the opening of Accounts by Customer and Customer Affiliates.

4.3 Citibank, Citibank Affiliates, Third Party Service Providers and Payment Infrastructure Providers may disclose Customer Personal Data pursuant to legal process or pursuant to any other legal and/or regulatory obligation or request, including disclosure to courts, legal, regulatory, tax and/or government authorities. Citibank shall use reasonable efforts to give the Customer advance notification of any intended disclosure pursuant to legal process, if it is reasonably practicable and legally permissible to do so.

5. Compliance with law

Each of the Customer and Citibank will comply with applicable local data protection law in Processing Personal Data in connection with the provision or receipt of Accounts and the Services.

6. Information and assistance

Citibank shall provide such information and assistance to the Customer as the Customer may reasonably require in order to enable the Customer to comply with the rights of Data Subjects or with information notices served by any data protection authority.

7. Audit

Citibank shall provide the Customer with such information as is reasonably requested by the Customer to enable the Customer to satisfy itself of Citibank's compliance with its obligations under Condition 2 (Confidentiality and security). Nothing in this Condition shall have the effect of requiring Citibank to provide information that may cause it to breach its confidentiality obligations to third parties.

8. Security Incidents

In the event of Citibank becoming aware of a Security Incident, Citibank will investigate and remediate the effects of the Security Incident in accordance with its internal policies and procedures and the requirements of applicable law or regulation. Citibank will notify the Customer of any Security Incident as soon as reasonably practicable after Citibank becomes aware of a Security Incident, unless Citibank is subject to a legal or regulatory constraint, or if it would compromise Citibank's investigation. The parties agree that where Citibank has no direct relationship with Data

Subjects whose data has been compromised in a Security Incident, the Customer will be responsible for making any notifications to regulators and individuals that are required under applicable data protection law or regulation. Citibank will provide reasonable information and assistance to the Customer to help the Customer to meet its obligations to Data Subjects and regulators. Neither Citibank nor the Customer will issue press or media statements or comments in connection with the Security Incident that name the other party unless it has obtained the other party's prior written consent.

9. Retention and Deletion

On closure of Accounts or termination of the provision of the Services, Citibank and Citibank Affiliates shall be entitled to retain and use Customer Data in accordance with their internal records management policy for their legitimate business purposes (including without limitation the maintenance of accounting and tax records and the enforcement and defence of their legal rights) to the extent that this is legally permissible, but shall otherwise securely destroy or delete Customer Personal Data. Citibank will ensure that any Customer Personal Data that is retained under this Condition is kept under secure conditions and will not actively process such data unless required for the above purposes.

10. EEA and Jersey - specific provisions

The following provisions of this Condition 10 only apply where the relevant Citibank entity is established in the European Economic Area or Jersey:

10.1 Disclosure outside EEA

Customer should be aware that in the course of the disclosures described in Condition 4 (Authorised disclosures) above, Customer Personal Data may be disclosed to recipients located in countries outside the European Economic Area which do not offer an adequate level of protection (as the term is used in Chapter IV of Directive 95/46/EC (Transfer of Personal Data to Third Countries), as such Directive or any amendment or replacement thereof is implemented under applicable local law).

10.2 Consent and warranty

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.

10.3 Withdrawal of consent

Consent to the Processing of Personal Data is voluntary and Data Subjects may withdraw their consent to this Processing. However, if consent is withdrawn, this may prevent Citibank from providing Accounts and Services. Data Subjects may have recourse to the courts in the event that their rights have been infringed.

10.4 Data subject rights

Data Subjects may object, by request and free of charge, to the Processing of Customer Personal Data relating to them for certain purposes, including direct marketing, and may access and rectify, or request deletion in compliance with local law and the terms herein, of Customer Personal Data relating to them, and may request not to be subject to an automated decision. More information about Citibank's Processing of Customer Personal Data, the relevant data protection authority and data processing registrar, if applicable, may be obtained by contacting the Customer's account manager.

10.5 Data processor

If and to the extent that Citibank's Processing activities in relation to Customer Personal Data cause it to be regarded as a data processor for the Customer, Citibank will act only on the Customer's instructions in relation to such data. Customer's instructions are as specified in Condition 3 (Purpose limitation).

10.6 Recipients

Customers located in Bulgaria, the Czech Republic, Hungary, Italy, Spain and Slovak Republic may obtain further information about the entities referred to in Condition 4.1 on request from the Customer's account manager.

11. Definitions

Citigroup® Global Transaction Services

Capitalised terms used in these Conditions shall have the meanings given to them in the General Account Conditions or as set out below:

“Citibank Affiliate” means any direct or indirect parent company of Citibank and any of its or their subsidiary or affiliated companies (including Citibank, N.A. and Citigroup Technologies, Inc), including branches and representative offices thereof, and any entity, present or future, directly or indirectly Controlling, Controlled by or under common Control of or with Citibank or any of its parents, subsidiaries or affiliated companies;

“Control” means that an entity possesses directly or indirectly the power to direct or cause the direction of the management and policies of the other entity, whether through the ownership of voting shares, by contract or otherwise;

“Customer Personal Data” means personal data relating to a Data Subject received by Citibank from the Customer and/or its representatives in the course of providing Accounts and Services to the Customer. Customer Personal Data may include names, contact details, identification and verification information, voiceprints, bank account and transactional information (where legally permissible), to the extent that these amount to personal data under applicable local law;

“Data Controller” means the natural or legal person, public authority, agency or any other body which alone or jointly with others determines the purposes and means of the Processing of personal data, OR, if different, the meaning given to this term under applicable local law;

“Data Subject” means a natural person who is identified, or who can be identified directly or indirectly, in particular by reference to an identification number or to one or more factors specific to his physical, physiological, mental, economic, cultural or social identity, OR, if different, the meaning given to this term under applicable local law. For the purpose of these Conditions, Data Subjects may be the Customer, its personnel, customers, suppliers, payment remitters, payment beneficiaries or other persons;

“Payment Infrastructure Provider” means a third party which forms part of the global payment system infrastructure including, without limitation, communications, clearing or payment systems, intermediary banks and correspondent banks;

“Permitted Purposes” means the following purposes: to provide Accounts and Services to the Customer in accordance with the General Account Conditions, these Conditions and any applicable Local Conditions and service agreements; to undertake activities related to the provision of Accounts and Services, such as, by way of non-exhaustive example, 1) to fulfil legal, regulatory and compliance requirements applicable to any of Citibank, Citibank Affiliates and their agents (including US anti-money laundering obligations applicable to Citibank’s parent companies); 2) to verify the identity of Customer representatives who contact Citibank or who may be contacted by Citibank; 3) for risk assessment, statistical, trend analysis and planning purposes; 4) monitoring and recording calls and electronic communications with the Customer for quality, training, investigation and fraud prevention purposes; 5) for crime detection, prevention, investigation and prosecution; 6) to enforce or defend Citibank’s or Citibank Affiliates’ rights; and 7) to manage Citibank’s relationship with the Customer, which may include providing information about Citibank’s and Citibank Affiliates’ products and services;

“Personal Data” means any information that can be used, directly or indirectly, alone or in combination with other information, to identify an individual, OR, if different, the meaning given to this term under applicable local law;

“Processing” of Personal Data means any operation or set of operations which is performed upon Personal Data, whether or not by automatic means, such as collection, recording, organization, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, blocking, erasure or destruction, OR, if different, the meaning given to this term under applicable local law;

“Security Incident” means an incident whereby the security or confidentiality of Customer Personal Data within Citibank’s custody or control has been materially compromised so as to present a reasonable likelihood of harm to the Data Subjects involved; and

“Third Party Service Provider” means a third party reasonably selected by Citibank or a Citibank Affiliate to provide services to it and who is not a Payment Infrastructure Provider. Examples of Third Party Service Providers include technology service providers, business process outsourcing service providers and call centre service providers.

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