



**FRAME INSURANCE CONTRACT / Policy  
No. CIT 2/2009**

This Contract is made by and between:

**Citibank Europe plc  
"Policyholder" only**

**hereinafter the**

company established and existing under Irish law, based at Dublin, North Wall Quay 1, Ireland, registered in the Register of Companies in the Republic of Ireland under number 132781, which operates its business in the Czech Republic through Citibank Europe plc, organizační složka based at: Prague 6, Vokovice, Evropská 423/178, Post Code 166 40

Company ID: 281 98 131

VAT No.: CZ28198131

registered in the Commercial Register maintained by the Municipal Court in Prague, section A, file 59288

represented by Mr. Rizwan S. Qazi and Mr. Ladislav Kročák, based on powers of attorney

as one party

**and**

**POJIŠŤOVNA CARDIF PRO VITA, a. s.  
only**

**hereinafter the "insurer"**

based at: Prague 2, Nové Město, Na Rybníčku no. 1329/5

Company ID: 250 80 954

VAT No.: CZ25080954

bank account: ABN Amro Bank Praha

acc. no.: 79273/5400

registered in the Commercial Register maintained by the Municipal Court in Prague, section B, file 4327

represented by Ing. Zdeněk Jaroš, Chairman of the Board of Directors

on the other party

## **CONTRACT CONTENTS**

Article 1	Introductory provisions
Article 2	Definitions
Article 3	Term of this Contract
Article 4	Insurance packages
Article 5	Conditions for insurance, inception of insurance
Article 6	Period of insurance, beginning and end of insurance
Article 7	Premium
Article 8	Conditions for claim settlement
Article 9	Insured events and insurance benefits
Article 10	Policyholder's obligations
Article 11	Insurer's obligations
Article 12	Expiry of single insurance
Article 13	Confidentiality, trade secret and handover of personal data
Article 14	Protection of personal data
Article 15	Final provisions

## **APPENDICES**

Appendix I:	General Policy Terms and Conditions for Travel Insurance No. 2/2009
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## **Article 1      Introductory provisions**

The insurance contracted by the Insurer and the Policyholder in this Contract (hereinafter "Policy" or "Global Policy") follows the law of the Czech Republic; it is governed by the applicable provisions of Act No. 37/2004 Coll., on Insurance Contract, as amended (hereinafter "Insurance Contract Act" or "Act"), General Policy Terms and Conditions for Travel Insurance No. 2/2009, which are included in Appendix I to this Frame contract (hereinafter also referred to as "General Policy Terms and Conditions" or "GPTC"), and the provisions of this Contract concluded between the Insurer and the Policyholder, as well as the provisions of Act No. 101/2000 Coll., on the Protection of Personal Data, as amended, as well as other mandatory regulations of the Czech Republic.

## **Article 2      Definitions**

For the purposes of this Frame contract, the partial terms are defined as follows:

- 2.1 Policyholder – Citibank Europe plc, as the party that concluded this Frame contract with the Insurer.
- 2.2 Insurer – POJIŠŤOVNA CARDIF PRO VITA, a. s., as the party that concluded this Frame contract with the Policyholder.
- 2.3 Policyholder's client – natural person who concluded a Contract on Issue and Use of a Credit Card with the Policyholder and who is the holder of the credit card.
- 2.4 Insured – the Policyholder's client that has met the conditions specified in Art. 5 hereof and his/her family-member travel companion.
- 2.5 Family member travel companion – spouse, registered partner or cohabitee sharing the same home and any number of children under 18 years, if they are permanent residents of the same country as the Policyholder's client (the Insured client and all family-member travel companions shall be hereinafter referred to as a "Family" only).
- 2.6 Insurance benefit (hereinafter also referred to as "Benefit") – the payment to be provided by the Insurer to the Beneficiary under the conditions specified in Art. 9 hereof.
- 2.7 Inception of insurance – as defined in Art. 6 hereof.
- 2.8 End of insurance – as defined in Art. 6 hereof.
- 2.9 Insured event – a fortuitous event that is associated with the obligation of the Insurer to provide insurance benefits pursuant to Art. 9 hereof.
- 2.10 Beneficiary – the party that becomes entitled to insurance benefits as a result of an insured event. Beneficiary is usually the Insured; in case of the insured event of death, beneficiary shall be determined in accordance with the Insurance Contract Act.
- 2.11 Appointed person – party specified in accordance with Section 51 of the Insurance Contract Act.
- 2.12 Insurance of agreed sum – accidental death and total and permanent disability insurance.
- 2.13 Insurance against loss and damage – insurance covering medical expenses abroad and assistance services, liability insurance, baggage and personal belongings insurance, air transport luggage delay insurance, flight delay insurance, called person insurance, insurance covering legal advice and bail in case of a road accident abroad, trip cancellation insurance, travel document loss and theft insurance.
- 2.14 Insured peril – injury, illness or other incident associated with a change in the personal situation of the Insured that might be the cause for an insured event.
- 2.15 Insured period – the period for which insurance is effected. The insured period is different for each Insured; it begins on the date of inception of the insurance and ends as of the end of insurance.
- 2.16 Credit card, card – credit card issued by the Policyholder, through which the Policyholder's client, as the card holder, uses a revolving credit. The insurance covers only the main credit card, not the additional cards.
- 2.17 Contract on Issue and Usage of Credit Card – contract concluded by the Policyholder and the Policyholder's client, based on which the Credit card is issued (hereinafter the "Credit Contract").

## **Article 3      Term of this Contract**

- 3.1 This Frame contract becomes valid on the date of signing by authorized representatives of both Contracting Parties and becomes effective on June 1, 2009. Unless specified otherwise, validity of this Frame contract expires on December 31, 2012. Unless any Party delivers a written notice to the other Party stating that it insists on termination of this Frame contract, the effectiveness hereof shall be extended automatically, always for a period of one year. The notice of termination of this Frame contract shall be delivered to the other Party in writing by a registered letter, at least two calendar months before the stipulated date of expiry of validity

and effectiveness hereof. If the notice has already been delivered to a Party, it cannot be revoked without the Party's consent.

- 3.2 Each Party is entitled to withdraw from this Frame contract, if the other Party materially breaches any provisions hereof. The effects of withdrawal occur on the day following the date of delivery of the written notice to the other Party. The deadline for the termination and settlement of all mutual obligations under this Frame contract is set for 30 days from the date of withdrawal from this Frame contract. In assessing whether or not a substantial breach of contract occurred, provisions of Section 345 of the Act No. 513/1991 Coll., the Commercial Code, as amended, can be applied by analogy.
- 3.3 The termination of this Frame contract pursuant to paragraph 3.1 or 3.2 has no terminating effect on the rights and obligations of Parties resulting from the insurance of the insured Policyholder's clients whose insurance pursuant to paragraph 5.1 of Article 5 hereof was established no later than on the last effective date hereof, and such rights and obligations are effective until the agreed end of insurance in accordance with Article 12 hereof, and shall remain subject to this Frame contract.
- 3.4 The termination or expiry of a single insurance under this Frame contract shall have no effect on the validity hereof or the validity of other insurances under this Frame contract.

#### **Article 4 Insurance packages**

- 4.1 On the basis of this Frame contract, insurance of the insureds is contracted in the extent of the Family travel insurance pack covering this insurance type:

**"Family Insurance for Your travel",**  
which includes:

- Insurance covering medical expenses abroad and assistance services
    - Accidental death or total and permanent disability insurance
      - Liability insurance
    - Baggage and personal belongings insurance
      - Air transport luggage delay insurance
        - Flight delay insurance
        - Called person insurance
  - Insurance covering legal advice and bail in case of a road accident abroad
    - Trip cancellation insurance
    - Travel document loss and theft insurance
- 4.2 If due to the unlimited possibility of obtaining more credit cards by one person a multiple (concurring) travel insurance is concluded for one Policyholder's client – credit card holder, even when there is travel insurance, according to this Frame contract or any other frame insurance contract governing the travel insurance of Policyholder's clients, the sum insured can not be combined, and in the event of an insured event the Insurer is obliged to provide the Insurance benefits only once (from only one credit card) and up to the maximum limit of that insurance, which has the highest limit of Insurance benefits. If the Insured is covered by more travel insurance contracts, he/she is entitled to only one Insurance benefit in case of an insured event, regardless of the number of insurances by which he/she is covered.
- 4.3 The respective limit of Insurance benefits is constant, even in relation to more family-member travel companions of the card holder – the sum insured does not increase with the number of travel companions and the limits of Insurance benefits apply to all travel companions together, unless otherwise specified below.

#### **Article 5 Conditions for insurance, inception of insurance**

- 5.1 "Family Insurance for Your travel" is contracted and effected for a credit card, the holder of which is a natural person, less than 70 years of age as of the date of inception of insurance and who either in writing within the credit contract or orally by telephone expresses his/her will to contract the insurance, and thus expresses his/her agreement with the terms of insurance, this Frame insurance contract and the General Policy Terms and Conditions.

#### **Article 6 Period of insurance, beginning and end of insurance**

- 6.1 Unless otherwise specified below, the period of insurance is a calendar month. The first period of insurance begins on the date of inception of insurance and ends on the last day of the

calendar month in which the maturity of the first credit instalment is agreed. The last period of insurance begins on the 1<sup>st</sup> day of the calendar month in which an event occurs that is associated with the termination of insurance by this Frame contract or the law, and ends on the date on which the end of insurance occurs.

6.2 The inception of insurance shall be:

a) At 00.00 o'clock of the day following the day of approval of the credit card, if the insurance was requested already in the Credit contract;

b) At 00.00 o'clock of the day following the day, when the insurance was concluded additionally after the approval of the credit card via telephone.

The insurance coverage shall be effective from the moment of crossing the border of the Czech Republic.

6.3 The end of the effect of the travel insurance shall be the moment at which the border is crossed inwards into the Czech Republic.

6.4 The length of the period of insurance has no effect on the amount of premium as agreed in Art. 7 hereof.

#### **Article 7 Insurance Premium**

7.1 The premium for the "**Family Insurance for Your travel**" package for each period of insurance for each insurance package amounts to CZK 79.00 (in words: seventy-nine Czech crowns).

7.2 The Policyholder is obliged to pay standard premium for each period of insurance for each insurance (i.e. for each of the Policyholder's client) to the Insurer's account no later than on the 18<sup>th</sup> day of the calendar month following the end of each period of insurance for which the premium is paid.

7.3 In accordance with the Insurance Contract Act, the Insurer is entitled to adjust the amount of standard premium for the next period of insurance in connection with changes in conditions decisive for the determination of the amount of premium, except for a change in age and health. If the Policyholder or any Policyholder's client does not agree with the change of the amount of premium and exercises such disagreement within 2 months after the day of becoming aware of the proposed change, the insurance or the individual insurance of the Policyholder's client, who expressed such disagreement, shall expire upon the expiry of the period of insurance for which the premium has been paid.

#### **Article 8 Conditions for settlement of a claim**

8.1 If an insured event occurs, the Policyholder is obliged to provide the Insurer only with information about its clients affected by the insured event.

In case of an Insured event, the Insured or the Appointed person in case of the death of the Insured, is obliged to provide the Insurer with an advice of an Insured event using the form "Advice of an Insured Event", to explain truly the occurrence and extent of such event and to submit the necessary documents:

##### In case of an Insured event on account of the medical expenses insurance:

- Original of the medical report
- Original of the travel contract (if available)
- Originals of bills for medicines and/or medical treatment, and originals of other relevant bills including receipts
- Copy of a police report with a translation into Czech for accidents when the police was called

##### In case of air transport luggage delay:

- Original of the Property Irregularity Report (PIR)
- Original of the air ticket and luggage ticket
- Original of a baggage delivery document
- Originals of documents proving the amount of costs for buying the necessary items in consequence of the delayed delivery of baggage and the proof of payment for such necessary items, if any

##### In case of flight delay:

- Original of the carrier's confirmation of the flight delay
- Originals of documents proving justified and necessary costs incurred in consequence of the flight delay and the proof of payment of such costs, if any

In case of theft of travel documents:

- Original of the police report
- Originals of the bills for accommodation and flight tickets, passenger tickets or other documents related to the means of transport used

In case of trip cancellation:

- Original of the attending physician's certificate and the medical documents justifying the necessity to cancel the trip
- Original of the cancellation invoice of the travel agency or an accounting document proving the payment of the trip and the returned amount, the travel contract and the unused travel tickets
- Original of the police report or other documents proving the cause of the Insured event (if the Insured cancels the trip for other reasons than sickness or accident)

In case of a damage on baggage and/or personal belongings:

- Original of the air ticket and luggage ticket
- Original of the Property Irregularity Report (PIR)
- Original of a baggage delivery document
- Originals of receipts documenting the purchase of items and originals of documents proving that they were paid for
- For baggage stolen from a car: Original of a document proving that the damaged part of the car was repaired

In case of other Insured events:

- Relevant documents proving the Insured event in question and any other documents required by the Insurer to review the claim

- 8.2 The Insurer is obliged and entitled to perform further necessary investigation directly with the Insured or his/her legal successor or with persons determined pursuant to Section 51 of the Insurance Contract Act, i.e. persons that are entitled to Insurance benefits in case of death of the Insured.
- 8.3 The Insurer reserves the right to request other documents from the Insured as deemed necessary, review facts on its own or ask the Insured to undergo a medical check or medical examination as deemed necessary by the Insurer for the determination of its obligation to provide the benefits. The Insurer acknowledges that in such a case, any medical checks or examinations as well as the presentation of records or other documents will be solely at the Insurer's expense.
- 8.4 The Insured is obliged to provide the Insurer with collaboration under this Frame contract if the Insurer exercises the right to investigate and review facts important for the examination of the occurrence of an Insured event and determination of the amount of Insurance benefits.
- 8.5 The Insured is obliged to present documents to the Insurer in the Czech language. If such documents are in a foreign language, the Insured is obliged to provide a Czech translation of such a document and the Insurer is entitled to request an authenticated Czech translation in such a case.

**Article 9 Insured events and Insurance benefits**

9.1

- a) In the event of the entitlement to Insurance benefits under this Frame contract and the Insurer's General Policy Terms and Conditions and after the Insurer receives the documents specified in Art. 8 hereof from the Insured (or from the persons specified in Article 8.1 hereof), the Insurer is obliged to pay the Insurance benefits to the Beneficiary, or the Appointed person, within 15 days of the date on which the Insurer finishes all necessary investigation into the Insured event. The investigation is finished as soon as the Insurer notifies the Beneficiary or the Appointed person, of its results in writing.
- b) If the investigation cannot be finished within three months after the Insurer is notified of the Insured event, the Insurer is obliged to notify the Beneficiary or the Appointed person, in writing of the reasons why the investigation cannot be finished.
- c) The period of three months shall not run while the investigation is impossible or impeded through a fault of the Beneficiary (the Appointed person), the Policyholder or the Insured.

- d) Expiry of the insurance shall have no effect on the entitlement to Insurance benefits if the insurance expired after the Insured event and the entitlement to Insurance benefits was claimed from the Insurer within the statutory time limit.

9.2 **"Family Insurance for Your travel" for a credit card**

An Insured event is the inception of the entitlement to Insurance benefits because of the occurrence of one or more events according to the General Policy Terms and Conditions for Travel Insurance No. 2/2009, provided that the travel abroad from the Czech Republic did not last longer than 45 consecutive days.

*Limits of insurance benefits for travel insurance by insurance risk (limits are in CZK, conversion from other currencies to CZK will be done using the Czech National Bank's exchange rate valid as of the date of event):*

Insurance covering medical expenses abroad and assistance services	1,000,000
<i>Emergency dental treatment</i>	10,000
Baggage loss, theft or damage	20,000
<i>Limit per piece of baggage</i>	10,000
<i>Limit per item</i>	5,000
Legal advice (traffic accident)	100,000
Damage Liability Insurance	1,000,000
Called person insurance	75,000
<i>Daily limit</i>	2,000
Death from injury	500,000
Total and permanent disability due to injury	1,000,000
<i>Cumulative limit per family in case of death and total and permanent disability due to injury</i>	2,000,000
Air transport luggage delay	10,000
<i>Limit per one hour of delay</i>	2,000
<i>Deductible</i>	6 hours
Flight delay	10,000
<i>Limit per one hour of delay</i>	2,000
<i>Deductible</i>	6 hours
Trip cancellation	20,000
<i>Deductible</i>	20 %
Loss and theft of travel documents	10,000

**Article 10 Policyholder's obligations**

The Policyholder is obliged to:

- 10.1 Ensure due collection of premium and pay the Insurer the premium as specified in Art. 7 hereof.
- 10.2 Answer accurately and fully all of the Insurer's written questions concerning the insurance and provide the Insurer with any and all information concerning the insurance under this Frame contract that the Policyholder learns or receives from the Policyholder's client; the same applies to any change to the insurance.
- 10.3 Provide cooperation in making sure that all documents requested by the Insurer from the Insured are duly completed and signed by the Insured.
- 10.4 Based on the Insurer's justified written request, provide the Insurer with additional information, overviews, reports not specified in this Frame contract that are related to the insurance, are readily available to the Policyholder and will not violate the Policyholder's trade or bank secret or the Policyholder's obligation to maintain confidentiality or statutory obligation regarding the protection of personal data.
- 10.5 Notify the Insurer on concluded credit contracts, appendices to credit contracts or on telephone calls in which the insurance pursuant to this Frame contract is concluded.
- 10.6 Demonstrably familiarize the Insured with the terms and conditions of this Frame contract and the General Policy Terms and Conditions.
- 10.7 Agree with the Insurer in advance on any marketing materials concerning the insurance under this Frame contract as well as any materials that refer to the Insurer.

**Article 11 Insurer's obligations**

- 11.1 The Insurer is obliged to investigate any Insured event that the Insurer becomes aware of and inform the Beneficiary or the Appointed person, about the result of the investigation in writing in accordance with Art. 9 hereof.
- 11.2 The Insurer is obliged to immediately inform the Policyholder of any Insured event reported by the Insured, his/her legal successor, or by a person determined in accordance with Section 51 of the Insurance Contract Act.
- 11.3 The Insurer is obliged to immediately inform the Policyholder of any written communication from the Insured, their legal successors, or persons determined in accordance with Section 51 of the Insurance Contract Act.
- 11.4 The Insurer is obliged to provide free training to the Policyholder or persons authorized by the Policyholder that come into contact with insurable persons according to par. 5.1 hereof and with the Insured.
- 11.5 The Insurer is obliged to provide insurance cover for the Insured under this Contract.

**Article 12 Expiry of single insurance**

Insurance (meaning the individual insurance of a single insured person) shall expire:

- 12.1 Upon the last day of effect of the Credit contract;
- 12.2 Upon the day on which the Policyholder's client reaches 75 years of age;
- 12.3 Upon the day of death of the Policyholder's client,
- 12.4 The accidental permanent disability insurance expires on the date of inception of total and permanent disability of the Insured,
- 12.5 By a written agreement of the Parties that specifies the moment of expiry of the insurance and the method of settlement of mutual obligations,
- 12.6 At 0.00 o'clock of the day following the day when the Insured asked for a termination of the insurance using the CitiPhone customer line;
- 12.7 By the cancellation of the right to use the credit card in compliance with the Policyholder's terms and conditions;
- 12.8 At the moment that the Insured becomes aware of a fraudulent transaction in connection with the use of the credit card;
- 12.9 At 24.00 o'clock of the day on which the Policyholder's client reports a loss or theft of the credit card to the Policyholder in accordance with the Policyholder's terms and conditions unless a new card is issued;
- 12.10 On the last day of validity of the credit card covered by the insurance, unless a new credit card was subsequently issued.

**Article 13 Confidentiality, trade secret and handover of personal data**

- 13.1 The Insurer and the Policyholder are obliged to mutually maintain confidentiality of the other Party's trade secret and of other facts that they become aware of during their activities under this Contract and that might harm one of the Parties. In particular, they are obliged to protect information and data concerning the other Party's customers, terms of business and know-how. This obligation apply shall even after the termination of the contractual relation arising from this Contract.
- 13.2 The Policyholder and the Insurer undertake to hand over media and data – the personal data of the Insured (including sensitive data) – to each other in encrypted or otherwise secured form in order to prevent unauthorized access to such media or data and any abuse by an unauthorized party. In addition, the Policyholder and the Insurer undertake to ensure the highest possible standards of technical and organizational security and transmission of data that may be reasonably demanded with respect to the subject matter of this Contract and the position of the Contracting Parties.
- 13.3 The Policyholder declares that on the basis of consent or under special legal regulations, in accordance with Act No. 101/2000 Coll., on the protection of personal data, it is entitled to hand over to the Insurer the personal data of third parties specified in the Insurance Contract, statements of accounts and other documents for the purposes of insurance administration and fulfilment of the Insurer's obligations arising from it for the duration of legal relations under the Insurance Contract and for the period necessary for the settlement of mutual claims resulting from their termination.

**Article 14 Protection of personal data**

- 14.1 By expressing his/her consent to this Frame contract and the insurance terms and conditions, the Policyholder's client simultaneously authorizes the Insurer in accordance with Act No.

101/2000 Coll., on the protection of personal data and on amendments to some acts, as amended (hereinafter Personal Data Protection Act), to process his/her personal data, including sensitive data as defined in Section 4 (b) of said Act, within insurance activities and activities related to insurance activities pursuant to Act No. 363/1999 Coll., on insurance, as amended, for the purposes of insurance (or settlement of claims) for the period that is absolutely necessary for ensuring all rights and obligations arising from the contractual relation. The Policyholder's client declares that he/she has been duly informed about the processing of his/her personal data, about his/her rights and about the obligations of personal data processors and administrators in compliance with the provisions of Section 11 of the Personal Data Protection Act. The Policyholder's client agrees that his/her personal data may be transferred to foreign countries within the meaning of Section 27 of the Personal Data Protection Act. All provided data shall be processed by the Insurer or a processor authorized by the Insurer in compliance with Section 6 of the Personal Data Protection Act. In the event that an authorized data processor is processing the personal data on behalf of the Insurer, the Insurer is responsible for processing the personal data to the same extent as if they process the personal data themselves.

- 14.2 In accordance with the relevant provisions of the Personal Data Protection Act, the Insurer is obliged to ensure adequate technical and organizational security of personal data and to take measures to prevent unauthorized or accidental access to personal data, their alteration, destruction or loss, unauthorized transmission, processing, as well as other misuse of such personal data. The Insurer also undertakes to ensure the confidentiality of its employees, or employees of the authorized processors, who in the course of their business come into contact with personal data transmitted pursuant to this Contract.

#### **Article 15 Final provisions**

- 15.1 General Policy Terms and Conditions for Travel Insurance No. 2/2009, which are included in Appendix I to this Contract, constitute an integral part hereof. The Contracting Parties expressly state that the Policyholder shall not be held liable for any of the Insurer's obligations towards the Insured in the event of the closure of the Insurer's business, in particular due to a change of Insurer, or in the event of the Insurer's bankruptcy.
- 15.2 If there is any discrepancy between the wording of this Contract and that of the General Policy Terms and Conditions, the wording of this Contract shall take precedence.
- 15.3 Should any provision of this Frame contract be invalid or unenforceable, it shall have no effect on the validity or enforceability of the other provisions of this Frame contract.
- 15.4 Legal relations arising under this Frame contract shall be governed by the valid law of the Czech Republic and any disputes arising from this Frame contract shall be settled by the Czech Republic's courts of justice.
- 15.5 The Parties agree that the Insurer is obliged to notify the Policyholder in relation to any substantial change in the Insurer's situation that could affect the performance of the subject matter of this Frame contract (particularly the initiated administration or judicial proceedings, etc.).
- 15.6 The Insurer declares that it has established all technical, legal, personal and organizational conditions for the due performance of the subject matter of this Frame contract, especially ensuring the performance of the subject matter of this Frame contract in non-standard situations that may realistically occur in the place of performance of the subject matter of this Frame contract.
- 15.7 None of the Contracting Parties may assign its rights and obligations under this Frame contract to a third party without the prior written consent of the other Party. This provision does not apply to the Policyholder in relation to its entitlement to transfer its rights and obligations resulting from this Frame contract even without a prior approval by the Insurer to any entity within the Citi group, i.e. to any entity directly or indirectly controlled by Citigroup Inc. Moreover, this provision does not apply to a transfer of policy portfolio in accordance with the provisions of Section 32 of the Act No. 363/1999 Coll., on Insurance. This provision also does not apply to the Insurer's right to transfer its rights and obligations under this Frame contract to any entity within the BNP PARIBAS ASSURANCE Group and any legal entities that are directly or indirectly controlled by that company without the Policyholder's prior written consent.
- 15.8 The content hereof may be modified or amended if agreed by the Parties. All amendments hereto shall be in writing, marked by sequential numbers and signed by authorized representatives of the Parties.

- 15.9 The Parties declare that they are eligible to perform legal acts, that they got acquainted with the full content hereof, including the attachments, and that they agree with such content; the Parties further declare that this Contract was prepared on the basis of true information, their true and free will, not in distress or otherwise under unilaterally disadvantageous conditions and that, as of the date of signing this contract, they are not aware of any circumstances that could affect the content and effect of this Contract.
- 15.10 This Frame contract is made in two original copies and each Contracting Party shall receive one copy.

Prague, May 25, 2009

On behalf of Citibank Europe plc  
VITA, a. s.

On behalf of POJIŠŤOVNA CARDIF PRO

.....  
Rizwan S. Qazi  
Based on power of attorney

.....  
Ing. Zdeněk Jaroš  
Chairman of the Board

.....  
Ladislav Kročák  
Based on power of attorney