

## **ESSENTIAL TERMS OF ISSUANCE for Citibank MasterCard & Citibank MasterCard Gold card.**

### **A. Issuance - Protection – Use of the Card**

1. The card is issued in plastic form by Citibank International Hellas Plc (the Bank) and allows its holder (the Card holder) to make payments at certain points of sale, cash withdrawals or deposits and other related acts at cash withdrawal or deposit machines or automatic teller machines within the card's effective time limit and in accordance with these terms.
2. The card, whether it be the original card, a replacement card or one issued at renewal, is issued to the Card holder by regular post but for security reasons will be activated only after the Card holder comes into personal contact or his/her authorized representative with the Bank.
3. Upon receiving his/her card, the Card holder, is required to immediately sign (with a ball-point pen) it at the designated space on the back of the card.
4. After the card has been issued, the Card holder will be notified of his Personal Identification Number or PIN. The Card holder must memorize his/her PIN and immediately destroy the printed form used to notify him/her and to keep it a secret and confidential without writing it down anywhere.
5. The card is strictly personal. Only the Card holder has user rights to both the card and the PIN. It is prohibited to transfer the card in any way or for the card to be used by anyone else. The Card holder is required to take all necessary security measures to protect the card and the confidential use of the PIN and provided he/she has reasonable suspicions that the card may have been used by a third party or if the PIN has been compromised, he/she has the option to request for an immediate replacement.

### **B. Loss or theft of the card**

6. In cases of loss or theft of the card, the Card holder is required to notify THE BANK via telephone and subsequently in writing without delay. Until THE BANK has been notified, the Card holder is exclusively responsible for all liabilities he/she has suffered due to the loss or theft of the card for up to the credit limit allowed by law (currently at €150), unless (a) due to gross negligence, he/she has not complied with all the present terms, particularly the provisions stated in articles 4, 5 and/or 16, (b) he/she has acted maliciously or (c) the liability was caused due to the PIN being compromised without THE BANK being liable, and which has consequently been used to withdraw cash from ATMs. Therefore, for all the situations described here, the Card holder has unlimited liability and is not subject to the above limit.

### **C. Transactions with Businesses and ATMs**

7. The Card holder is entitled to use the card for all purchases transacted with businesses (the Businesses) that collaborate with MASTERCARD and are identified by the MASTERCARD logo in Greece and abroad provided said purchases are transacted with the card's prescribed time limit. THE BANK may, with prior notification of the Card holder, decline transactions with certain categories of businesses whose activities or transaction facilities place the interests of the customer at risk. These categories include businesses that trade in games of chance transacted over the Internet or any other categories THE BANK includes in its monthly account statements. The Card holder's signature, the

- specific print-outs and debit statements detailing the card's use when making transactions with businesses associated with MASTERCARD shall provide full proof of these transactions. These statements shall not be signed by the Card holder unless they are for transactions with businesses with which THE BANK has allowed purchases to be made by distance electronically, by telephone or other means of communication.
8. The Card holder is entitled with the combined use of the Card's PIN to receive cash loans, from the Bank's Automatic Teller Machines (ATMs) of those of other banks that display the VISA logo always up to the maximum cash withdrawal limit prescribed by the Bank and for which the Card holder has been notified in advance. The withdrawal shall be made either at a Citibank International Plc Automatic Teller Machine (ATM) and/or the teller windows at any Citibank branch at no charge or at the Automatic Teller Machines of other banks for a €1 fee to cover the withdrawal cost by the MASTERCARD Corporation. The Card holder is also entitled with use of his/her card (without the combined use of his/her PIN) for cash deposits at a Citibank International Plc Automatic Teller Machine (ATM) to pay his/her account. The final payment amount that will be registered as payment will be the amount that will be recorded and confirmed as the successful deposit on the ATM monitor and on the relevant receipt.
  9. The Card holder will grant to THE BANK the irrevocable order and authorization to repay all debit statement, receipts or accounts including transactions made from a distance not accompanied by written debit statements on behalf of the Card holder and which will be presented by the businesses that transacted purchases with the Card holder and will be charged to his/her account with the cash withdrawals that will occur.
  10. The Bank bears no responsibility vis-à-vis the Card holder regarding any activities or omissions of these businesses during the Card holder's transactions with them. Nor is the Card holder entitled to raise any objections or make any claims against the Bank that he/she may have with any of these businesses with the exception the conditions stated in Ministerial Decision F1 983/1991 (GG B 172/21-3-1991).
  11. Use of the card must be made always within the context of the Bank's prescribed credit limit and of which the Card holder has been notified via the monthly account statement the latter receives. The credit limit, in which all transactions made by the Card holder are calculated, even those not yet charged to his/her account like, particularly, future installment payments of purchases from businesses, are subject to periodic review by THE BANK and will fluctuate in accordance with the Card holder's creditworthiness and general credit behavior as evaluated by the Bank on the basis of specific criteria. Specifically, THE BANK may reduce the Card holder's credit balance if the latter, jointly or cumulatively: a) is delinquent with his/her payments at the time of the evaluation or has been delinquent at any time within the last twelve months from the time of the evaluation either for this specific card or for any bank credit product that he/she was issued by the Bank and/or another company belonging to the Bank; b) the card's credit limit has been exceeded within the past six months from the time of the evaluation; c) less than half of the credit limit has been used at the time of the evaluation for the past twelve months prior to the evaluation; d) the credit criteria established by THE BANK has not been met after an audit by Teiresias S.A.'s financial data files. In each case the Card holder is delinquent or has exceeded his/her credit limit at the time of the evaluation or over the past six months before the evaluation of any other bank credit product that has been issued by the Bank and/or another of the group's banks, the Bank has the right to suspend the available credit limit of the holder's card. If the Card holder fulfills the Bank's credit criteria at the time of the evaluation, THE BANK may increase the Card holder's credit limit. The increase or decrease of the credit limit will be made automatically at the time of the evaluation and the Card holder shall be notified accordingly by his/her next monthly statement.

#### **D. Monthly Account Statement**

12. The Bank shall send to the Card holder a monthly account statement each month via regular mail. Among the information included in the monthly account statement, all charges made due to cash withdrawals as well as payments the Bank made in the last month and/or current month to all Businesses on behalf of the Card holder. In addition, the balance due will also be included from the previous account statement, the new balance due, the credit limit, the current contemporary interest rate and any penalty rates, the minimum payment and the payment due date. Also, the monthly account statement will include all duties, fees, interest and expenses for which the Card holder must pay. Charges that were sent late by the Businesses may be registered in a subsequent monthly statement.
13. The monthly statements that concern additional cards will be sent exclusively and only to the Card holder of the main card. It is incumbent upon the discretion of the Bank to send a monthly account statement or notification to the Holders of these additional cards.
14. If, within thirty (30) days from the time the monthly account statement or any other notification is received regarding payment of debts related to the card, the Card holder or his/her joint borrowers does not dispute the total amount and does not raise any valid objections, it will be presumed that he/she accepts all transactions recorded therein and the individual charges resulting from the use of his/her card as well as the debit balance. It will be presumed that the Card holder has received the monthly account statement if, within 60 days from the issuance date of said statement does not notify the Bank in writing that he/she has not received this particular monthly account statement before any counter-evidence can be submitted. Each monthly account statement will contain a reminder for the Card holder concerning the timely presentation of objections in accordance with this article and any consequences should the Card holder be derelict.
15. In each case, the monthly account statement and the extract of the Card holder's account from the Bank's ledgers, which are administered in electronic form at the Computer Center, are appropriate documents for the issuance of a payment order as per the definition stated in the provisions of articles 623 of the Code of Civil Procedure and shall be considered a full receipt of the amount the Card holder owes or jointly owes the Bank for the use of the card he/she was issued and that other Card holders were issued for which counter-evidence is permitted.

#### **E. Payment**

16. The Card holder is bound to observe the activity and entries listed on the monthly account statement and to notify the Bank without delay of any transactions that occurred without his/her consent and for any mistakes or negligence on the Bank's part regarding the administration of his/her monthly statement
17. The Card holder has the option to repay the entire amount owed within the due date written on the monthly account statement he/she was sent, in which case interest will not be assessed. Provided the Card holder does not repay the entire amount owed by the payment due date stated on his monthly account statement at the latest, the outstanding balance will be credited and interest will be charged as per the provisions in articles 20, 22 and 25 of these terms. If the card holder selects to repay the credit balance in interest-bearing installments, the card holder must pay the minimum amount each time which, as of February, 2010, is equal to the greater of the following amounts: (I) 3% of the actual credit balance, or (II) the total amount of interest that shall be charged on the balance (the minimum payment cannot be less than €15.00). Every payment the card holder makes towards the charges incurred by the use of the Card shall be assessed by sequence of all types of charges, interest and subsequently the principle of the charges and withdrawals with repayment of the amounts that bear the lowest interest taking precedence each time in accordance with these terms. If the credit limit has been exceeded or payment has been delayed, the exceeded amount or the delayed amount shall be added to the minimum payment amount.

18. If the card holder holds one or more accounts with the Bank, he/she authorizes the latter with this contract to unilaterally charge, without its collaboration and provided it is deemed necessary, any of his/her accounts with an amount equal to the actual delayed payment.

## **F. Charges**

19. For the issuance of these cards, the card holder shall be assessed an annual subscription which, as of February, 2010, is €35.22 for the CITIBANK MASTERCARD and €60.00 for the CITIBANK GOLD MASTERCARD. The Card holder's account shall be assessed the relevant charge.
20. Any outstanding balance deriving from cash withdrawals made by the card holder from an ATM shall accrue interest with an annual floating interest equal today to 19.95% plus the 0.06% fee as per Law N. 128/75 for the CITIBANK MASTERCARD and 19.75% plus the 0.6% fees per Law N. 128/75 for the CITIBANK GOLD MASTERCARD. Cash withdrawals in Greece and abroad shall accrue interest from the moment they are made. In other respects, regarding the interest for ATM cash withdrawals, the provisions specified in terms 21, 23 and 25 shall apply.
21. Should the credit limit determined by the Bank be exceeded, the Card holder is required to repay the exceeded amount by the payment due date determined by the Bank. For each case that the limit is exceeded, the Card holder's account shall be assessed a one-time penalty equal to 5% of the amount exceeded and each late payment of the exceeded amount, the Bank shall assess the above charge for up to three consecutive months, should the limit continues to be exceeded.
22. The Card holder's account for all other transactions *sans* cash withdrawals shall be charged a conventional interest rate for incremental repayments (installment payments) which is calculated with a floating annual interest rate which is, as of February, 2010, is equivalent to 18.70% plus the 0.6% fee per Law N. 128/75 for the CITIBANK MASTERCARD and 18.15% plus the 0.6% fee per Law N. 128/75 for the CITIBANK GOLD MASTERCARD. The relevant interest rate is calculated on the date each transaction occurred including interest-free programs for which the Card holder has an agreement with the Business. Transactions that occurred up to the issuance of the first Account Statement, where the interest rate shall be charged on the Account's issuance date, are not included.
23. The Card holder shall be charged all duties, fees and expenses recorded in the Monthly Account Statement. The annual subscription and all other expenses and charges may be adjusted by the Bank provided there is a good reason for doing so and if the cost to issue the services change or for fluctuations in the additional services provided to the Card holder. The Bank may, however, adjust the interest rate if the Euribor 1 month, as this is in effect on a daily basis, is changed by an amount greater than 0.25 percentage points vis-à-vis the previous adjustment. In such a case, the adjustment to the conventional interest rate will occur in the same direction within three months at the latest and for an amount ranging from half to four times the amount of the Euribor change. For each adjustment, the Card holder will be notified of the amount of any cost element of the card either through his/her Monthly Account Statement or with an announcement to the daily press. If the Card holder disagrees with this adjustment, he/she has the option to repay the entire outstanding amount of the debit balance at no penalty and cancel the card.
24. The Bank has the discrete option to offer the Card holder a preferred interest rate which shall be between two percentage points (2%) lower than the actual annual floating interest rate currently in effect for all other transactions less cash withdrawals. The above offer is in effect provided the Card holder has completed 12 continuous months of use of the card and 6 continuous months of timely payments of the minimum payment due

determined on the his/her monthly account statements. The Bank reserves the right to rescind the above preferred interest rate: a) if the Card holder delays paying the Card's minimum monthly payment or that of any other credit card that has been issued by the Bank and b) if the Card holder makes late payments for any other credit product(s) that he/she has been issued by the Bank and/or any other company in the Bank and/or another of the Group's companies. In such a case, the interest will be the annual floating interest for all new transactions. In each case the interest rate is adjusted, the Card holder shall be notified of its level and the date the new rate will go into effect in his/her next monthly statement. Any changes to the interest rate in accordance with the above terms shall concern charges made from the date the interest rate was changed and afterwards. The Bank reserves the right to implement the above preferred interest rate and floating interest rate for cash withdrawals as applies above and for the floating interest rate for purchases based on the same or similar criteria after the Card holder has been notified.

25. If the Card holder is delinquent paying his/her minimum payment, the relevant amount shall be assessed a penalty rate without prior written notification of the delinquent Card holder. The penalty rate is calculated with an interest rate equal to the annual contemporary rate increased by 2.4 percentage points. Any interest owed but not paid on time by Card Holder shall be accrue interest from the first day payment is delayed based in the aforementioned penalty rate and the interest that may arise shall be capitalized (compounded) every six months.
26. The amount owed for transactions made in any country not in the Euro-zone shall be converted into USD dollars and then subsequently into Euros at a price set by EUROPAY INTERNATIONAL / MASTERCARD INTERNATIONAL and the Bank on the day the transaction was recorded in the Bank's accounting books and will be assessed an amount of up to 2.5% of the final amount converted into Euros for transaction processing expenses and third-party intermediation expenses. The maximum amount allowed for using the card abroad shall be determined by the Greek competent authorities.
27. The Card holder's total annual actual charges shall be shown as a percentage by the Annual Percentage Rate (APR) as determined by Ministerial Decision F1-983/91 and displayed in the examples below concerning 1) purchases for up to €3,000.00 made for situations (a) up to (b) on 01/01/2010 and shall be completely repaid in 12 equal installments with an annual interest rate of a) 18.70% plus 0.6% fee per Law N. 128/75 for an CITIBANK MASTERCARD, b) 18.15% plus 0.6% fee per Law N. 128/75 for an CITIBANK GOLD MASTERCARD and an annual subscription for the following main cards: a) for an CITIBANK MASTERCARD: €35.22 that is included in the first installment: principle of €3,000.00, 1<sup>st</sup> installment due on 21/2/10, €285.22, 2<sup>nd</sup> installment due on 21/3/10, €295.06, 3<sup>rd</sup> installment on 21/4/10 €293.50, 4<sup>th</sup> installment on 21/5/10, €288.23, 5<sup>th</sup> installment on 21/6/10, €285.33, 6<sup>th</sup> installment on 21/7/10, €280.32, 7<sup>th</sup> installment on 21/8/10, €277.16, 8<sup>th</sup> installment on 21/9/10, €273.07, 9<sup>th</sup> installment on 21/10/10, €268.46, 10<sup>th</sup> installment on 21/11/10, €264.90, 11<sup>th</sup> installment on 21/12/10, €260.55, 12<sup>th</sup> installment on 21/01/11, €256.72. Total payments: €3,329.00 APR: 19.68%. APR without subscription: 17.29%. b) for an CITIBANK GOLD MASTERCARD: €58.69 included in the first installment: Principle of €3,000.00, 1<sup>st</sup> installment due on 21/2/10, €310.00, 2<sup>nd</sup> installment due on 21/3/10, €294.03, 3<sup>rd</sup> installment on 21/4/10 €292.26, 4<sup>th</sup> installment on 21/5/10, €287.14, 5<sup>th</sup> installment on 21/6/10, €284.32, 6<sup>th</sup> installment on 21/7/10, €279.46, 7<sup>th</sup> installment on 21/8/10, €276.38, 8<sup>th</sup> installment on 21/9/10, €272.41, 9<sup>th</sup> installment on 21/10/10, €267.93, 10<sup>th</sup> installment on 21/11/10, €264.47, 11<sup>th</sup> installment on 21/12/10, €260.25, 12<sup>th</sup> installment on 21/01/11, €256.53. Total payments: €3,345.19 APR: 20.86%. APR without subscription: 16.77%. 2) A €3,000 cash withdrawal that occurred in cases (a) and up to (b) on 01/01/2010 and completely repaid in 12 equal installments with an annual interest rate of 19.95% plus 0.6% fee per Law N. 128/75 for a CITIBANK MASTERCARD; b) 19.75% plus 0.6% fee per Law N. 128/75 for a CITIBANK GOLD MASTERCARD, and an annual subscription for the following main cards: a) for a

CITIBANK MASTERCARD: €35.22 that is included in the first installment: principle of €3,000.00, 1<sup>st</sup> installment due on 21/2/10, €285.22, 2<sup>nd</sup> installment due on 21/3/10, €297.98, 3<sup>rd</sup> installment on 21/4/10 €296.32, 4<sup>th</sup> installment on 21/5/10, €290.71, 5<sup>th</sup> installment on 21/6/10, €287.62, 6<sup>th</sup> installment on 21/7/10, €282.28, 7<sup>th</sup> installment on 21/8/10, €278.92, 8<sup>th</sup> installment on 21/9/10, €274.56, 9<sup>th</sup> installment on 21/10/10, €269.65, 10<sup>th</sup> installment on 21/11/10, €265.86, 11<sup>th</sup> installment on 21/12/10, €261.23, 12<sup>th</sup> installment on 21/01/11, €257.16. Total payments: €3,347.52 APR: 20.89%. APR without subscription: 18.48%. b) for an CITIBANK GOLD MASTERCARD: €60.00 that is included in the first installment: principle of €3,000.00, 1<sup>st</sup> installment due on 21/2/10, €310.00, 2<sup>nd</sup> installment due on 21/3/10, €297.79, 3<sup>rd</sup> installment on 21/4/10 €295.87, 4<sup>th</sup> installment on 21/5/10, €290.31, 5<sup>th</sup> installment on 21/6/10, €287.25, 6<sup>th</sup> installment on 21/7/10, €281.97, 7<sup>th</sup> installment on 21/8/10, €278.63, 8<sup>th</sup> installment on 21/9/10, €274.33, 9<sup>th</sup> installment on 21/10/10, €269.46, 10<sup>th</sup> installment on 21/11/10, €265.71, 11<sup>th</sup> installment on 21/12/10, €261.12, 12<sup>th</sup> installment on 21/01/11, €257.09. Total payments: €3,369.53 APR: 24.44%. APR without subscription: 18.29%. 3) A combination of purchases and cash withdrawals for a total amount of €3,000.00 of which €2,460.00 were used for purchases and €540.00 were cash withdrawals that occurred in cases (a) and up to (b) on 01/01/2010 and shall be completely repaid in 12 equal installment with an annual interest rate of a) 18.70% & 19.95%, respectively, plus 0.6% fee per Law N. 128/75 for a CITIBANK MASTERCARD and b) 18.15% & 19.75% respectively, plus 0.6% fee per Law N. 128/75 for a CITIBANK GOLD MASTERCARD and an annual subscription for the following main cards: a) for an CITIBANK MASTERCARD: €35.22 that is included in the first installment: principle of €3,000.00, 1<sup>st</sup> installment due on 21/2/10, €285.22, 2<sup>nd</sup> installment due on 21/3/10, €295.59, 3<sup>rd</sup> installment on 21/4/10 €294.01, 4<sup>th</sup> installment on 21/5/10, €288.68, 5<sup>th</sup> installment on 21/6/10, €285.74, 6<sup>th</sup> installment on 21/7/10, €280.67, 7<sup>th</sup> installment on 21/8/10, €277.47, 8<sup>th</sup> installment on 21/9/10, €273.34, 9<sup>th</sup> installment on 21/10/10, €268.67, 10<sup>th</sup> installment on 21/11/10, €265.07, 11<sup>th</sup> installment on 21/12/10, €260.67, 12<sup>th</sup> installment on 21/01/11, €256.80. Total payments: €3,331.94 APR: 19.90%. APR without subscription: 17.50%. b) for a CITIBANK GOLD MASTERCARD: €60.00 included in the first installment: Principle of €3,000.00, 1<sup>st</sup> installment due on 21/2/10, €310.00, 2<sup>nd</sup> installment due on 21/3/10, €294.71, 3<sup>rd</sup> installment on 21/4/10 €292.91, 4<sup>th</sup> installment on 21/5/10, €287.71, 5<sup>th</sup> installment on 21/6/10, €284.85, 6<sup>th</sup> installment on 21/7/10, €279.91, 7<sup>th</sup> installment on 21/8/10, €276.79, 8<sup>th</sup> installment on 21/9/10, €272.76, 9<sup>th</sup> installment on 21/10/10, €268.21, 10<sup>th</sup> installment on 21/11/10, €264.69, 11<sup>th</sup> installment on 21/12/10, €260.40 12<sup>th</sup> installment on 21/01/11, €256.63. Total payments: €3,349.58 APR: 21.14%. APR without subscription: 17.04%.

28. The maximum APR shall correspond to the above hypothetical arithmetical examples and will not apply if current data changes. The APR may be modified by the Bank if the cost items (such as interest rate) also change for which the Card holder shall be notified of the new amount in the Monthly Account Statement he/she receives.

## **G. Expiration – Termination**

29. If the Card holder delays paying the minimum amount or the payment amount due included in the monthly account statement four consecutive times or if he/she violates any of the above terms or, finally, if there is sufficient reason, the Bank has the right to terminate this contract and declare the outstanding balance as overdue and immediately payable and which will be assessed a penalty rate. The Card holder shall be charged with all expenses incurred to collect an overdue amount. In such a case, the Bank shall prohibit any use of the card by notifying the Card holder and/or and joint borrowers accordingly. The Bank shall also cancel the card in case of misuse of card for two consecutive years.
30. The Card holder also has the right to terminate this contract at any time without prior notification or explanation. The Card holder also has the option to request his/her card be

cancelled within twenty (20) days from the date he/she has received it at no cost save for the charges made with the card before it was cancelled and the card's annual subscription charge. Especially in cases where the contract for the issuance of the card is concluded from a distance (like, e.g. via mail), provided the Card holder proceeds with the cancellation of the card with a relevant statement via Citiphone (210-929-0100) without having used the card within fourteen (14) business days from the date he/she has received the card, he/she shall not be charged the annual subscription and will not have to pay any additional costs the Bank has assessed to conclude the contract. Any charges or subscriptions that the Card holder has already paid shall be refunded to him/her within thirty (30) day from the Card holder's timely conveyance of the cancellation statement to the Bank.

31. The Bank has the right to unilaterally amend the terms of this contract but only for an important reason and after notifying the Card holder beforehand in writing or with an announcement. The Card holder has the right to terminate this contract in writing within thirty days from the date of the announcement or receipt of the notification. No action towards termination shall be tantamount of acceptance of said changes and the contract will remain in effect. The Card holder (irrespective of termination) is required to repay any amount owed to the Bank incurred due to activity of each relevant card up to the complete destruction of the respective card by the Card holder in accordance with the terms in article 32.
32. If the contract is terminated and the card is cancelled, the Card holder is required to destroy the card. If the card is not destroyed and if it continues to be used after termination of the contract or after the card has been cancelled and whose use is prohibited, it will be considered an illegal and criminal offence. If this contract expires or is terminated for any reason, all the Card holder's outstanding debts incurred due to purchases from businesses that shall be repaid with installments will be considered overdue and immediately payable and shall continue to be charged to the card.

## **H. General**

33. The Card holder may come into contact with the Bank regarding any notifications via Citiphone, Citibank International Plc's Customer Service Telephone System. All telephone conversations between the Card holder and the Bank via CitiPhone regarding use of the card shall be recorded in order to ensure the best interest of the Card holder.
34. The Card holder is bound to notify the Bank of any changes in the address and telephone number he/she gave to the Bank either in writing or verbally over the telephone. Until such a notification of any changes, all documents shall continue to be sent to the Card holder's previous address.
35. The card shall be renewed at different time periods. The Card holder authorizes the Bank to renew his/her card with this contract if he/she does not notify the Bank of non-renewal within sixty (60) days before the card is due to expire. If the card has expired and the Card holder has not received a new card, the Card holder is required to notify the Bank as soon as possible either by telephone or in writing. Simultaneously, once the Card holder has received his/her new card, he/she is required to destroy the old one. In cases of card renewal, the use of any new card shall continue to be governed by these terms and any securities or guarantees shall remain valid in order to protect the new card.
36. Both the applicant of the main card and the applicants of any additional cards are required as co-debtors, jointly and severally, guarantee the Bank, severally and indivisibly

as co-debtors, each one on behalf of the others, that all card accounts or amounts outstanding due to the cards shall be paid and that each term and statement shall be honored. Co-debtors waive the benefit of seizure in the sense that one co-debtor does not have the right to refuse to pay any amount owed by requesting from the bank to pursue any legal action or compulsory execution to collect the amount owed from another co-debtor or from the main Card holder.

37. If the Card holder wishes to submit a claim or grievance regarding the card, he/she may do so to:
- a) The manager of the branch bank where he/she is a customer
  - b) Citiphone, Citibank International Plc's customer service telephone system (210-929-0200) which operates 24 hours per day
- The Bank's Customer Service Department, PO Box 30299, 105 57, Athens, and the Bank shall respond within 45 days at the latest from the time it receives the Card holder's claim or grievance. If the customer feels that his/her claim or grievance has not been resolved in a satisfactory manner, he/she may escalate the issue to the Banking Ombudsman at 210-337-6700 during business days between 08:30 to 15:00.
38. This contract is governed by Greek law. Any disputes that may arise due to this contract shall be subject to the current authority of the Athens Courts without excluding the authority of any other courts authorized by law.

#### **TERMS FOR THE SPECIAL CARD CASH WITHDRAWAL AND EXTRA CARD CASH PROGRAMS**

Provided the Card holder complies with its credit criteria, THE BANK shall offer him/her special cash withdrawal programs for loans either by charging the available credit limit (Card Cash) or with by issuing special loans not in circulation (Extra Cash). In both cases, the amount of the withdrawal (henceforth, Withdrawal) shall be repaid by the Card holder in interest-bearing monthly amortized installments for the same amount with a preferred interest rate vis-à-vis regular withdrawals described in article 8 of the card issuance term and shall be governed by the following special terms:

1. The amount withdrawn, its purpose and the number of installments shall be agreed to and confirmed a) via Citiphone or an authorized THE BANK representative by a telephone conversation between THE BANK and the Card holder. The conversation shall be recorded and saved at the latest until the Withdrawal has been repaid and shall be deemed as complete evidence of the relative agreement, or b) after a written application at any Citibank branch.
2. The Withdrawal's interest rate shall remain fixed until it has been completely repaid. The Withdrawal's interest rate level is currently (February, 2010) a) 15.50% for the Card Cash, plus the fee stated in Law N. 128/1975 (APR "Card Cash" Withdrawal, 17.588% based on a nominal amount of €7,000 with a 29-day grace period and a 60-month repayment period) and b) 15.50% plus the fee stated in Law N. 128/1975 for the Card Cash (APR "Extra Cash" Withdrawal, 18.184% based on a nominal amount of €7,000 with a 29-day grace period and a 60-month repayment period). Interest shall start accruing on the date the special Card Cash / Extra Cash withdrawal programs were charged to the Card.
3. Repayment installments for the Withdrawal shall be charged to the Card's account on the Monthly Account Statement's actual date of issuance and shall be paid along with the minimum payment for all other charges made to the Card.

4. For the time period starting on the date the special Card Cash / Extra Cash withdrawal programs are charged to the Card until the next Monthly Account Statement's is issued (henceforth, the grace period), the Card holder shall be charged only with the interest on the Withdrawal in accordance with the contemporary interest rate plus principle amount of one euro (€1).
5. The Card holder shall be charged with all assessment and approval costs as well as the cost to transfer the cash to a Citibank bank account or a bank account at another bank. These costs shall be charged to the Card holder's account in addition to the amount of the Withdrawal and which are currently €90 for a Card Cash withdrawal and €170 for an Extra Cash withdrawal.
6. The amount of the Withdrawal may be transferred to a bank account (except foreign currency accounts) held by the Card holder at Citibank or another bank. If the amount of the Withdrawal is transferred to an account held by the Card holder at another Bank and is returned due to missing or false information on the transfer application caused by the Card holder's culpability, the latter shall be charged with all expenses incurred by the other bank in accordance with their existing pricing policy.
7. The Card holder must be the account holder or joint account holder for which he/she has stated in his/her application in order to receive the credit. Otherwise the cash shall not be transferred.
8. Full early repayment of the Withdrawal is possible only on the date the monthly account statement has been issued after the Customer's relevant telephone conversation with Citiphone (at 210-929-0100) where he/she shall give a forfeiture order for the outstanding principle of the withdrawal amount owed. The forfeiture shall be executed on the issuance date of the next monthly account statement of the card. After the forfeiture order has been executed, the total outstanding principle amount of the withdrawal shall be considered as payable plus a) the minimum payment amount for all other charges made with the Card and b) the current installment amount of the Withdrawals that consists of the principle plus the accrued interest. Partial early repayment of the withdrawn amount is not possible.
9. For all other issues, the Card's issuance terms shall apply.

#### **Terms of the Citibank Alerts Service**

1. With the Citibank Alerts Service, holders of any Citibank Visa, Citibank MasterCard and Diners Club cards may receive messages via electronic mail (e-mail) and/or mobile telephone (SMS) regarding activities of their card's accounts.
2. The Citibank Alerts Service shall be offered after an order by the card holder / customer and particularly for the credit card for which he/she wished to receive information.
3. Termination of the card's registration with the Citibank Alerts Service is possible via telephone by calling Citiphone at 210-929-0190.
4. E-mail and/or SMS messages shall be sent to the personal electronic mail address or personal mobile telephone number the card holder / customer has declared. The personal electronic mail address the customer declares shall not be verified by Citibank Int Plc and/or Diners Club before or after the service has been activated. The Card holder / customer is responsible to notify Citibank of any changes in this information. The customer has been notified and accepts that Citibank Alerts are not encrypted and may contain his/her name and any other information regarding activities of his/her credit card.
5. The Card holder / customer shall not be able to respond to these Alerts via email or SMS in order to administer his/her credit card.
6. Each message shall be sent one time only. If the card holder / customer cancels or deletes the message, it cannot be reproduced.

7. Each SMS message has a maximum capacity of 160 characters for messages written in English and 70 characters for messages written in Greek. All SMS messages shall be sent in Greek unless the card holder / customer requests that they be sent in English.
8. The sending and receiving of email and/or SMS messages shall be done as follows: messages regarding purchases and/or other cash transactions requiring approval by Citibank shall be sent 24 hours per day while informational messages (such as issuance of account statements, payment date reminders, when a card holder is approaching his/her credit limit and/or any increases to that limit) shall be sent between 09:00am and 11:00pm (GMT + 02:00).
9. Sending and receiving email and/or SMS messages may not occur or may be delayed for reasons which Citibank International Plc or Diners Club, such as technical problems with the customer's telecommunication services. For example, it will not be possible to receive email and/or SMS messages if (a) the inbox of the email address or mobile telephone the customer has provided exceeds its capacity, (b) the mobile telephone device has SmartPhone technology, (c) the specific geographic location (either in Greece or abroad) is not covered by the mobile telephone service provider with whom the account holder has a subscription, (d) a recent request for a mobile telephone number that has not been completed yet, or (e) the account holder has installed SPAM detection regulations and has not declared Citibank as an acceptable sender, et al.
10. Citibank International Plc and Diners Club are not responsible for any notifications included in Alerts that are received late and nor are they responsible for any losses, directly or indirectly, that may arise due to Customers not able to receive Alert messages or who receive them late for which Citibank and Diners Club are not culpable.
11. Subscription to the Citibank Cards Alerts Services that shall be charged to the credit card account is €1.00 per month per card for all Citibank Visa, Citibank MasterCard and Diners Club cards, sans Citibank Platinum Visa and Diners Club Prestige cards for which the service is offered for free. Registration for Citibank Alerts service is automatically renewed every year. Citibank Int Plc and/or Diners Club reserve the right to terminate the Citibank Cards Alerts service if, for any reason, the Card holder / customer does not pay the actual monthly charge to the Bank in accordance with the above. Also, Citibank Int Plc and/or Diners Club reserve the right to terminate the service and/or change in any way the Citibank Alerts charges by notifying the Card holder / Customer no later than 30 days before the service is terminated or the charge is changed.
12. The Citibank Alerts services are offered only to facilitate notification of the customer. It is not done to replace notifying the customer via monthly account statements which shall continue to be sent whether electronically (via e-statements) or via mail to the address the customer has declared.

#### **NOTIFICATION OF THE ACCOUNT STATEMENT IN ELECTRONIC FORM (e-statement)**

THE BANK, via Citibank's, Citibank Online application, provides the Card holder the ability to receive his/her monthly account statements in electronic form (e-statement), provided he/she does not object. If he/she accepts, sending the monthly statements via postal mail shall be suspended. Specifically, provided the Card holder desires to receive e-statements and on condition that he/she has registered with the Citibank Online service, he/she shall receive his/her monthly account statement in electronic form (email) to his/her electronic mail address he/she has entered in his/her application on the account's issuance date. He/she will be sent a message at this address informing him/her that his/her account statement has been sent and is available via the Citibank Online application. The Card holder is required to state to THE BANK that his/her electronic address where he/she wishes his/her informational electronic messages to be sent regarding the availability of his/her monthly account statements via the Citibank Online application is correct and must immediately inform THE BANK of any changes in his/her

electronic mail. The Card holder has the option to request at any time with no limitation to suspend e-statements from being sent and to reinstate / recommence the mailing of his/her monthly statements via post either with a written notification to THE BANK or with a verbal order via CitiPhone.

**THE BANK** reserves the right to send or suspend sending the e-statement and to send the Card holder's monthly account statement to his/her mailing address without prior notification if any one of the following conditions apply: (a) irregular use of the of the Citibank Online system by the Card holder (b) violation of any of the above terms by the Card holder or a violation of any other requirement by a different cause vis-à-vis THE BANK (c) If the customer is insolvent, delinquent with his/her payments or is unreliable (d) technical reasons that necessitate the protection of the Customer's best interest and electronic communication. For all other cases, interruption or suspension of e-statements shall occur after the Card holder has been notified in a reasonable time by the Bank.

For all other reasons, for the monthly electronic Account Statements (e-statement) to have force of proof along with the transactions it contains, the provisions contained in Chapter D (articles 12 – 15) of these Card issuance terms shall apply.

## **THE CREDIT SHIELD PROGRAM (FOR ALL CUSTOMERS WHO HAVE SELECTED THIS PROGRAM)**

Citibank International Plc. (8 Othonos St, 105 57 Athens) in association with ALICO Insurance Company (119 Kifisias Ave, 151 24 Marousi) (henceforth, the Insurance Company) is offering all Affinity Visa Card holders the Credit Shield Insurance Program through the Group Insurance Contract with number 82005 – 300.

This form contains the main terms and provisions of the insurance coverage provided and subsequently explains the notification & participation procedure for customers to the corresponding insurance policy. Participation in this insurance policy is optional and is not a condition for approval and/or continuation of the credit card and the mixed monthly premiums (including all deductions foreseen by the law) currently amount to €0.30 per €100.00 of the debit balance of the monthly account. This amount shall be charged to the credit card. The premiums may vary upon renewal or modification of the terms of the Group Insurance Contract.

### **A. BENEFITS**

#### **1. LIFE INSURANCE**

In case of death of the insured holder of the main credit card by any cause, the insurance company shall pay CITIBANK International Plc the debit balance of his/her credit card as this appears in the last monthly statement issued before the insured's date of death up to a maximum amount of €30,000.00 plus the interest rates incurred over a two-month period after the insured's date of death.

#### **2. PERMANENT TOTAL DISABILITY INSURANCE**

In case the insured should become partially or totally disabled due to an accident or illness during the time he/she is insured and this disability has a duration of at least six months and continues to be permanent and total at the end of this time period, then the insurance company shall pay CITIBANK International Plc the debit balance of his/her credit card as this appears in the last

monthly statement issued before the insured's date of death up to a maximum amount of €30,000.00.

### 3. TEMPORARY TOTAL DISABILITY FOR WORK INSURANCE

In case the insured is temporarily and totally disabled for work for any cause, the insurance company shall pay CITIBANK International Plc after the 31<sup>st</sup> day of his/her disability and for as long as he/she remains totally disabled an amount equal to the minimum amount owed on the his/her credit card as this appears on the last monthly statement issued before the date of his/her disability. The minimum monthly payment shall be €15.00 and the maximum shall be €850.00 for a time period not to exceed 12 months.

### 4. SEVERE ILLNESSES:

If the insured, after three consecutive months of coverage suffers: a heart attack, a coronary that requires surgery, a stroke, malignant cancer, chronic kidney failure, complete blindness or requires an organ transplant, the insurance company shall pay the debit balance of his/her credit card as this appears in the last account statement that was issued before the covered illness was exhibited for a maximum amount of coverage of €30,000.00. A required condition for payment of this benefit is that the insured must be alive for at least 30 days from the date the severe illness was diagnosed and the covered disease should have appeared for the first time while the holder was insured.

### B. WHO IS ENTITLED TO COVERAGE IN THIS POLICY

All main holders of CITIBANK International Plc. credit cards who are older than 18 but younger than 60 years of age at the time the policy takes effect and who accept the policy's terms on their insurance application.

### C. WHEN DOES THE POLICY TAKE EFFECT

Coverage begins on the date the insured's credit card takes effect or on the date his/her insurance application was accepted, whichever date comes later and provided the required premiums have been paid.

### D. WHEN DOES COVERAGE END

- When the Group Insurance Contract is cancelled
- When the insured reaches 65 years of age
- When he/she is no longer a CITIBANK International Plc card holder
- If he/she does not pay his/her monthly premiums within the grace period (60 days)
- When the insured declares in writing to the Bank or verbally at CitiPhone (210-929-0000) that he/she wishes to cancel the policy
- When compensation has been paid for one or more of the following provisions, 1, 2 ĩ 4.

### E. DEFINITIONS

For the purposes of this policy, the term *accident* shall mean an event that occurs to an insured during his/her coverage caused by a sudden, visible, violent, random act that was completely beyond his/her will and which caused physical bodily harm or even death to the insured.

The term *illness* shall mean any malady or sickness that occurs for the first time after the date the insurance policy takes effect or before this date but no consultation or treatment was taken for

this illness by any surgeon or physician of any specialization during the past twelve-month period before the date the policy took effect.

The term *permanent total disability* shall mean that the insured cannot perform any work for a wage or profit for which he/she has sufficient qualifications based on education, specialization or experience.

The *debit balance* on the date of death, permanent total disability or severe illness shall be:

- The account balance of the credit card that was issued before the date of injury or illness that caused the death, permanent total disability or severe illness or temporary total disability (only if the temporary total disability benefit has already been paid), plus
- the amount that has been charged to the credit card before the above date of injury or illness but has not been included in the above account balance, plus
- future payments from transactions that were made with the credit card before the above date of injury or illness up to
- the maximum credit limit of the insured or the maximum limit foreseen in the policy, less
- the amount paid for temporary total disability (only in cases where the temporary total disability benefit has already been paid).

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- When the insured reaches 65 years of age
- When he/she is no longer a CITIBANK International Plc card holder
- If he/she does not pay his/her monthly premiums within the grace period (60 days)
- When the insured declares in writing to the Bank or verbally at CitiPhone (210-929-0000) that he/she wishes to cancel the policy
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The term *illness* shall mean any malady or sickness that occurs for the first time after the date the insurance policy takes effect or before this date but no consultation or treatment was taken for this illness by any surgeon or physician of any specialization during the past twelve-month period before the date the policy took effect.

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- The account balance of the credit card that was issued before the date of injury or illness that caused the death, permanent total disability or severe illness or temporary total disability (only if the temporary total disability benefit has already been paid), plus

- the amount that has been charged to the credit card before the above date of injury or illness but has not been included in the above account balance, plus
- future payments from transactions that were made with the credit card before the above date of injury or illness up to
- the maximum credit limit of the insured or the maximum limit foreseen in the policy, less
- the amount paid for temporary total disability (only in cases where the temporary total disability benefit has already been paid).

#### F. RISKS NOT COVERED

The following risks that directly or indirectly, in whole or in part, originate from or are caused by one of the following reasons are not covered in this insurance policy:

- Suicide within the first 13 months from the date coverage begins.
- Illness that shall occur within the first 30 days from the date coverage begins.
- Self-inflicted injuries.
- Pregnancy, childbirth or complications thereof.
- Any airline accident unless the insured is a paying passenger of an accredited airline flying on a normal route (scheduled or unscheduled).
- Strikes, revolutions, civil unrest and declared or undeclared war.
- Effects of alcohol or narcotics or hallucinogenic substances if their use is for therapeutic reasons with a medical prescription.
- Death or disability under extraordinary circumstances or illness (or was exacerbated by the extraordinary circumstance or illness) for which the insurance company has notified the Bank that this particular circumstance or illness is not included in the coverage.
- Acquired Immune Deficiency Syndrome (AIDS) and all the concomitant symptoms as defined by the World Health Organization. The presence of Human Immunodeficiency Virus (HIV) provided it can be detected in an HIV test.
- Any severe illness that has been diagnosed before the date coverage begins.

#### G. CANCELLATION – WITHDRAWAL - OBJECTION

The insured has the right to cancel the proffered coverage at any time with a written statement to THE BANK or via telephone to CitiPhone at (210-9290000).

The customer has the right to withdraw or object within 30 days from the date he/she receives the written terms of the policy when he/she returns all the paid premiums. Withdrawals will cause the amortization of the insured's liabilities emanating from the insurance contract. The deadline to exercise the right of withdrawal is suspended for as long as the customer has the right of objection. This request must be directed to the Bank's Customer Service Department, PO Box 30299, 10557, Athens via correspondence or fax to the same Department (210-923-9181) or via telephone at CitiPhone (210-929-0000).

#### H. STATUTE OF LIMITATIONS – AUTHORIZED COURTS

This policy is governed by Greek law and any variance that arises shall be time-barred until five (5) years have lapsed. This time frame shall commence at the end of the calendar year of the year the claims was made. The Athens courts shall be exclusively authorized to settle any disputes that may arise by or is in connection with this policy.

#### I. CLAIMS – GRIEVANCES

If the insured has submitted a claim or grievance regarding any product or service offered by the Bank, he/she may do so via: a) the Manager of the Citibank branch where he/she is a customer; b) CitiPhone (210-929-0200), THE BANK's customer service telephone number which operates 24 hours per day; c) Citibank's Customer Service Department, PO Box 30299, 10557, Athens, and the Bank or insurance company shall respond no later than 45 days from the day the claim or grievance was received. If the Insured does not believe that his/her claim or grievance was resolved in a satisfactory manner, he/she may escalate the matter to the Banking and Investment Services Ombudsman at 210-3376700, during business days from 08:30 to 15:00.

NB: Participation in the Credit Shield insurance policy is not considered an investment and the policies paid are not securities for sale.

#### J. PERSONAL DATA

This concerns the processing of personal data (as per Law N. 2472/1997) (henceforth, Personal Data) received or shall be received by any means by the insurance company and CITIBANK S.A. Insurance Agencies (the Companies). It is agreed that:

- a) The Companies have the right to process personal data in accordance with the provisions in Law N. 2472/1997, such as identification number, age and occupation for the purpose of supporting, promoting and executing our business relationship. In particular, ALICO maintains and processes personal data concerning the Insured and which is related mainly to the Insured's health for which the Insured has notified it or that the Company received or shall receive lawfully by third parties.
- b) The Companies are authorized to convey the personal data to their associate companies located within and outside the European Union as well as to companies to which they have commissioned the processing of personal data, in whole or in part, provided this is part of the functional handling and computer processing of our business relationship for statistical or historical reasons.
- c) It is permissible to notify third parties of Personal Data, not including sensitive data, for the purpose of promoting the Company's financial or insurance products or those of associate companies, market research or other similar activities. In addition, provided it is permissible by law, all personal data shall be made public to Public Supervisory and Tax Authorities.
- d) Provided they do not receive a special counter-order from the insured, the Companies have the right to use personal data, not including sensitive data, for the purpose of promoting their products or the products and services of third-party companies from a distance.
- e) The processing of personal data shall continue even after our business relationship has expired for as long as the law or the insurance contract requires.
- f) The Policyholder has access rights and the right to object in accordance with the terms stated in Law N. 2472/1997.

The Greek version of the present Terms & Conditions shall be exclusively binding, while any translation into a foreign language shall be provided for supporting purposes only

