

# Terms of Business for Investment Advisory Services

**Citibank Europe plc**  
**Citibank Europe plc, France Branch**  
**Citibank Europe plc, Germany Branch**  
**Citibank Europe plc, Italy Branch**  
**Citibank Europe plc, Luxembourg Branch**  
**Citibank Europe plc, Spain Branch**  
**Citibank, N.A., London Branch**

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## How These Terms Apply to you

These Terms are made up of the General Terms and schedules. The General Terms, *Conflicts of Interest Policy* section, and *Definitions and Interpretation* section, apply to all clients who require the Services that apply to these Terms.

Schedules 1 to 7 are specific to each of the branches to which these Terms apply. Only the schedule applicable to the branch providing Services to you will apply to you.

We set out below details of which parts apply depending on which branch provides the Services to you:

### **Citibank Europe plc**

- The General Terms;
- Schedule 1 – terms specific to Citibank Europe plc;
- The Conflicts of Interest Policy; and
- Definitions and Interpretation provisions.

### **Citibank Europe plc, France Branch**

- The General Terms;
- Schedule 2 – terms specific to Citibank Europe plc, France Branch;
- The Conflicts of Interest Policy; and
- Definitions and Interpretation provisions.

### **Citibank Europe plc, Germany Branch**

- The General Terms;
- Schedule 3 – terms specific to Citibank Europe plc, Germany Branch;
- The Conflicts of Interest Policy; and
- Definitions and Interpretation provisions.

### **Citibank Europe plc, Italy Branch**

- The General Terms;
- Schedule 4 – terms specific to Citibank Europe plc, Italy Branch;
- The Conflicts of Interest Policy; and
- Definitions and Interpretation provisions.

### **Citibank Europe plc, Luxembourg Branch**

- The General Terms;
- Schedule 5 – terms specific to Citibank Europe plc, Luxembourg Branch;
- The Conflicts of Interest Policy; and
- Definitions and Interpretation provisions.

### **Citibank Europe plc, Spain Branch**

- The General Terms;
- Schedule 6 – terms specific to Citibank Europe plc, Spain Branch;
- The Conflicts of Interest Policy; and
- Definitions and Interpretation provisions.

### **Citibank N.A., London Branch**

- The General Terms;
- Schedule 7 – terms specific to Citibank N.A., London Branch;
- The Conflicts of Interest Policy; and
- Definitions and Interpretation provisions.

## General Terms

### 1. Our Relationship

- 1.1 In this document when we say **we, us or our** we mean the branch providing Services to you. When we say **you, your or yours** we mean the person receiving the Services or anyone who acts on their behalf.
- 1.2 If we use a capitalised term that is not explained in the body of the document, it has been either defined in the *Definitions and Interpretation* section or the CPB Account Terms.

### 2. How These Terms Work

- 2.1 You have already entered into terms which govern your CPB Account in the country where your CPB Account is held (the **CPB Account Terms**).
- 2.2 These Terms explain how we will provide Services to you in relation to your CPB Account, particularly where we provide Advisory Services from a country that is different to where your CPB Account is held. If you request Services from us, and we provide you with the Services, you will enter into binding terms with us in relation to these Services.
- 2.3 These Terms are supplemental to the CPB Account Terms. If there is any inconsistency between these Terms and the CPB Account Terms, these Terms will take priority.
- 2.4 This General Terms section will apply to the Services provided to you regardless of which of our branches provides Services to you. These General Terms are supplemented by the Country Schedules which apply when you receive Services from one of the branches named in the Country Schedules.
- 2.5 If you have any questions in relation to these Terms, please speak to your Private Banker.

### 3. Services We Provide

- 3.1 These Terms will apply where we provide you with the following Services:
  - 3.1.1 a non-advised investment service. This is where we receive and transmit your investment orders to different entities for execution for your CPB Account, solely in response to your instructions, on the basis set out below (**Non-Advised Services**); and
  - 3.1.2 an investment advisory service which will include our recommendations about whether any of our products might be suitable for you to buy on a transaction-by-transaction basis (**Advisory Service**). If we provide you with ongoing advice, information or recommendations, this will be covered by separate terms. Where we help you to acquire products, we will transmit your order to such entity we may decide to get the best result for you. This is in accordance with our best execution obligations under the MiFID Regulations. We will never execute your orders ourselves but may act as a receiver and transmitter of orders, passing your orders to different entities for execution.
- 3.2 We will not act as an investment manager, unless we have a separate, specific agreement for this service. We are not responsible for advising on a continuing basis on the composition of an account or portfolio or for advising on the taxation consequences of any investment.

### 4. Non-Advised Services

- 4.1 Our Non-Advised Service includes buying and selling investments for your account. We will only do this in response to your instructions and always in accordance with these Terms.
- 4.2 We will deem your order to be an execution-only Non-Advised Service if:
  - 4.2.1 it is provided at your initiative (and, in particular, is not based on any previous advice or recommendation that we may have given to you);
  - 4.2.2 it relates to non-complex Financial Instruments (as defined by Applicable Law); and
  - 4.2.3 it is not related to the granting of a credit facility to you by us.
- 4.3 Where we provide you with Non-Advised Services, we will:
  - 4.3.1 not provide any investment advice or make any recommendation. When we receive your instructions, we will arrange for the purchase or sale of the investments. We will use any market, exchange or facility we consider appropriate, unless you instruct us otherwise;
  - 4.3.2 not assess the suitability of the instrument or Service provided or offered, meaning you will not benefit from the protection of the MiFID Regulations;
  - 4.3.3 assess whether proposed transactions are appropriate for you where a product is complex. We will not be able to take your borrowings or leverage into account in assessing your investment risk appetite or capacity. You should be aware that leverage may dramatically increase the risk of investments. This is particularly where large positions can be taken in reliance on a small amount of initial Collateral, as is common when dealing in foreign exchange and traded futures and options; and
  - 4.3.4 gather information related to your product-category knowledge and experience to ensure that the investment is appropriate for you.
- 4.4 We will not advise you about the merits of a particular transaction if we reasonably believe that, at the time of your order, you are not expecting such advice and are dealing on a Non-Advised Service basis.

4.5 Where you have consented to receive marketing materials, we may send you research materials or recommendations prepared by us, other members of the Citi Organisation and Third Parties. Unless we confirm otherwise, such research or recommendations are not personal recommendations tailored to your individual circumstances. They are also not investment advice on the merits of a particular transaction or investment strategy for you. Any subsequent dealings in such transactions or investments at your initiative without further advice or recommendation from us will be Non-Advised Services.

4.6 You acknowledge that:

4.6.1 market information we provide may be based upon information which is incomplete and unverified; and

4.6.2 the information provided to you at any given time may be different from information provided to our other clients. This is due to individual analysis of fundamental and technical factors by different employees.

## 5. Advisory Service

5.1 Where we provide you with Advisory Services, we will recommend investments to you and arrange for the purchase and sale of investments for your account on your instructions. We will not exercise discretion or take investment decisions on your behalf. When we receive your instructions, we will arrange for the purchase or sale of investments. We will use any market, exchange or facility we consider appropriate, unless you instruct us otherwise. We will not be responsible if any transaction is delayed or cannot be executed due to circumstances beyond our control. If we tell you that we are not advising you on any transaction, then we will not have any advisory duty or responsibility if we execute the transaction.

5.2 We will provide you with **restricted advice** as opposed to **independent advice**. This means that we will advise and make a recommendation to you that is based on and considers:

5.2.1 limited types of products; or

5.2.2 products from one company or a limited number of companies.

5.3 You do not have to accept any such advice or recommendation that we provide to you. You should speak to us if you have any questions about the products so that you can make a fully informed decision.

5.4 For some asset classes our recommendations may be from among investment products issued or provided solely by Citi Organisations. This is rather than including those issued or provided by the market more broadly. Our advice will not be based on every equivalent product within a given product category. You can obtain details of the investment products in relation to which we provide our Advisory Services from your Private Banker.

5.5 In requesting our Advisory Services, you understand that:

5.5.1 we may at our discretion, provide information, advice and recommendations to you on our own initiative;

5.5.2 unless we have entered into a separate investment advisory agreement with you, have no obligation to bring investment opportunities to your attention or update the information or advice provided;

5.5.3 we are not required to provide you with ongoing advice on your investments or to provide you with a periodic assessment of the suitability of the investments we have recommended to you;

5.5.4 a recommendation from us does not imply any endorsement or guarantee;

5.5.5 you will be responsible for any investment decisions you make based on advice, information or recommendations provided by us;

5.5.6 transactions may be conducted on or off exchange (including on or off a recognised or designated investment exchange as defined by Applicable Law); and

5.5.7 unless you have instructed us in your investment objectives, we have no restriction on the types of investments or markets on which transactions for your account are to be executed.

5.6 We may delegate the provision of the Advisory Services to a Citi Organisation or, with your agreement, to a non-Citi Organisation.

## 6. Range of Investments

6.1 We may provide you from time to time with general or specific advice or information. We can do this by sending letters or circulars or by contacting you at any address or phone number provided by you. We may contact you about any of the types of investment from the range listed below which will be transacted with the execution venues referenced in our Order Execution Policy:

6.1.1 call, flexible and time deposits and Guaranteed Money Market Notes provided or issued by a member of the Citi Organisation;

6.1.2 shares or other forms of equity in companies and debt instruments issued by governments, state agencies, companies, utilities and other issuers, including issues or offers for sale that are underwritten, managed or arranged by a member of the Citi Organisation;

6.1.3 foreign exchange contracts for spot or future settlement or other currency investments;

6.1.4 commodities or precious metals;

6.1.5 listed and over-the-counter derivatives including options, swaps, warrants, depository receipts, forwards, futures contracts or other instruments relating to the above types of investment or to stock indexes, interest rates or other investments or changes in their value or relative value;

6.1.6 structured notes relating to the above types of investment issued by Third Party issuers as well as by members of the Citi Organisation selected by us and who have appointed us as a distributor of their products;

6.1.7 structured instruments, including premium instruments/dual currency instruments and market-linked instruments;

- 6.1.8 insurance based investment products issued by Third Parties selected by us and who have appointed us as a distributor of their products;
- 6.1.9 unit trusts or collective investment schemes, operated, managed or advised by Third Parties as well as members of the Citi Organisation selected by us and who have appointed us as a distributor of their products; and
- 6.1.10 investments which are similar or related to any of the above.

## 7. Client Classification

- 7.1 All Services are provided on the basis that we are treating you as a Retail Client unless we tell you otherwise. This will be assessed based on our client classification process. Different rules and different levels of protection apply to you depending on your client classification. There are three types of client classification under the Client Categorisation Rules – Eligible Counterparties, Professional Clients and Retail Clients. Of these classifications, Retail Clients have the highest level of protection.
- 7.2 You have the right to request a different classification. This will be allowed in certain circumstances. If so, we will make you aware of the consequences of this change. For example, a change of classification from a Retail Client to a Professional Client would mean we consider you have a higher level of sophistication as an investor. This means you would lose the benefit of certain protections that would have otherwise been available to you. We will set out in a separate letter the protections you would lose.
- 7.3 If you choose to change from a Professional Client to a Retail Client, we consider you have a lower level of sophistication as an investor. This means you would gain the benefit of certain protections that would otherwise not have been available to you.
- 7.4 If you are classified as a Professional Client, we are entitled to assume that, in relation to the products, transactions and services for which you are so classified, you have the necessary level of experience and knowledge to understand the risks involved in the transactions recommended.
- 7.5 It is important that you let us know during the time you are bound by these Terms if you have any questions about our investment criteria, or if you are unsure about whether you have been classified appropriately.
- 7.6 On opening your CPB Account, you must complete a Risk Profile Form. We will rely on the Risk Profile Form and other information you provide to us in relation to your CPB Account. You must immediately advise us if information disclosed in the Risk Profile Form subsequently changes. Unless otherwise specified in the Risk Profile Form, there will be no restrictions, other than those contained in Applicable Law, on the types of investments in relation to which we can provide the Services, or markets on which relevant transactions may be executed.
- 7.7 We will classify you as having one of the following (i) investment objectives; (ii) risk tolerances and (iii) capacities for loss:

<i>Investment Objectives</i>				
<b>Capital Preservation</b> You prefer preservation/ relative safety of invested capital with returns in line with short-term money market rates.	<b>Income-Oriented</b> You prefer having investments primarily intended to generate income rather than capital appreciation.	<b>Growth and Income</b> You prefer investments that offer some combination of income and capital appreciation.	<b>Growth</b> You prefer investments or investment strategies that typically aim to provide mostly capital appreciation with less emphasis on regular income returns.	<b>Market Speculation</b> You prefer investments or trading strategies that seek exclusively to provide aggressive capital appreciation through exploiting short-term pricing anomalies among financial assets.

<i>Risk Tolerances</i>			
<b>Conservative</b> You hope to experience no more than small portfolio losses over a rolling one-year period. You are generally only willing to buy investments that are priced frequently and have a high certainty of being able to sell quickly (less than a week). You may at times buy individual investments that entail greater risk.	<b>Moderate</b> You hope to experience no more than moderate portfolio losses over a rolling one-year period in attempting to enhance longer-term performance. You are generally willing to buy investments that are priced frequently and have a high certainty of being able to sell quickly (less than a week) in stable markets. You may at times buy individual investments that entail greater risk and are less liquid.	<b>Aggressive</b> You are prepared to accept greater portfolio losses over a rolling one-year period while attempting to enhance longer-term performance. You are willing to buy investments or enter into contracts that may be difficult to sell or close within a short time- frame or have an uncertain realisable value at any given time.	<b>Very Aggressive</b> You are prepared to put your entire portfolio at risk over a one-year period and may even be required to provide additional capital to make up for portfolio losses beyond the amount initially invested. You are generally willing to buy investments or enter into contracts that may be difficult to sell or close for an extended period or have an uncertain realisable value at any given time.

<i>Capacities for Loss</i>

None	Limited	Moderate	Material	All
You have no capacity for loss in your portfolio.	You can afford to lose only a limited proportion of your portfolio after which you would need to re-evaluate your circumstances and potentially liquidate any investments and convert them into cash.	You can afford to sustain moderate losses in your portfolio without it materially affecting your financial circumstances and overall wealth.	You can afford to sustain sizeable losses in your portfolio without it materially affecting your financial circumstances and overall wealth.	Given your financial circumstances and overall wealth, you can afford to sustain losing the value of your portfolio.

## 8. Investment Objectives

- 8.1 It is important that you have all the information and support you need to act and make an informed decision about your investment objectives. This will help you to understand how suitable and appropriate certain products are for you. We will record your investment knowledge and experience, stated investment objectives, and your tolerance for risk before accepting investments for your account.
- 8.2 You must inform us without delay if your investment objectives change at any time.
- 8.3 You may request that we change the type of Services you have selected at any time. If you do so, we will amend our records and advise you accordingly. We may let you know that certain investments do not match your investment objectives. If we do this, we will request further information from you in relation to such investments to support your progress in achieving these. The purpose of recording your investment knowledge and experience is to allow us to assess whether an investment is appropriate for you.
- 8.4 The information we provide to you is not investment advice. Where we provide information, advice or recommendations on general market conditions (as opposed to advice which is a personal recommendation in relation to a particular investment), we give no representation, warranty or guarantee or assurance as to their accuracy or completeness or as to the tax consequences of any transaction. We will not be responsible in relation to this information, advice or recommendations except where we have been negligent in providing them to you. Information, advice or recommendations on general market conditions is provided to enable you to make your own investment decisions. You will be responsible for any investment decisions you make based on information or guidance provided by us. Any guidance from us does not imply any endorsement or guarantee.

## 9. Suitability and Appropriateness

- 9.1 We will assess the suitability of any investment advice we provide to you in relation to our products and Services. This is in light of your investment knowledge and experience, financial situation and investment objectives. We will assess this suitability before we make a personal recommendation to you or before taking an investment decision or dealing on your behalf.
- 9.2 In some circumstances, we may assess the knowledge and experience of only one account holder where there are multiple account holders. For example, where you hold a joint account or trust account, or investment services are provided for two or more natural persons, or you have granted a power of attorney on your account. This assessment will be made in relation to the person identified as the investment decision maker. This investment decision maker may have a different or a higher level of knowledge and experience than you. This approach may result in your holding investments that we consider to be suitable for you but are not necessarily aligned with your own knowledge and experience. You must ensure that the information you provide to us in connection with this paragraph is, to the best of your knowledge, complete and accurate. We may refuse to execute a transaction for you if we reasonably believe you do not have enough knowledge and experience of the product or Service, or the product or Service is unsuitable for you.
- 9.3 If you are a Retail Client and we provide you with a personal recommendation, we will send you a suitability letter that outlines our advice to you. This letter will include how our personal recommendation is suitable, and how it meets your objectives and personal circumstances. This letter will be provided to you before the transaction unless it is concluded using a means of a Distance Communication. This means we can't send you the suitability letter in advance. If we can't send you the suitability letter in advance, we will provide the suitability letter to you as soon as we can after the transaction. You agree to this. You may also request to delay the transaction to receive the suitability letter before the transaction.
- 9.4 We will not make any personal recommendations to you if we do not obtain the necessary information from you to assess suitability. Where we make a personal recommendation to you, unless we expressly state otherwise at the time the recommendation is made, it is valid only at the time it is made and must not be relied on at any time after we make it. Unless we specifically agree otherwise in writing with you, you acknowledge that a recommendation is provided solely to enable you to make your own investment decisions. In addition, unless we have a specific agreement for this service, we are not responsible for advising on a continuing basis on the composition of an account or portfolio. We will be under no obligation to bring investment opportunities to your attention or to update the information or advice provided.
- 9.5 Where we are receiving or transmitting your orders to different entities for execution in relation to complex products, we are required to assess appropriateness. This involves assessing whether a proposed Non-Advised Service or product is appropriate for you. We do this by reviewing the information provided by you regarding your knowledge and experience in understanding the risks involved in relation to the product or Service offered or requested.
- 9.6 You acknowledge that we will rely on the information provided by you unless we are aware that the information is out of date, inaccurate or incomplete. When assessing appropriateness, we may use information that we already have in our possession. In some circumstances, we may be satisfied that your knowledge alone is enough for you to understand the risks involved in a product or Non-Advised Service. Where it is reasonable, we may infer knowledge from experience.

- 9.7 We will warn you if we believe that the product or Non-Advised Service is not appropriate to you, or if we do not have sufficient information to assess appropriateness. This is based on the information received from you. If you still ask us to go ahead with the transaction, despite our warning, we may decide whether or not to do so. We do this by taking into account your circumstances.
- 9.8 If you choose not to provide us with information to enable us to assess appropriateness, or if you provide insufficient information regarding your knowledge and experience, we will not be able to determine whether the Service or product envisaged is appropriate for you.
- 9.9 You rely on your judgment for all investment decisions. This is unless the investment decision is based on a recommendation previously provided by us through an Advisory Service. We will not advise you on the merits or suitability of any transaction or investment strategy or otherwise provide you with investment advice or personal recommendations. This is unless we inform you otherwise, or unless you request us to provide advice or a recommendation on a transaction.
- 9.10 Views expressed to you (whether orally or in writing) on investment ideas, investment suggestions, market colour, economic climate, generic advice, research or other such information communicated or otherwise made available to you are provided merely for your information. These views are incidental to providing you with any Non-Advised Services. These views are not based on an assessment of your individual circumstances, nor can they be relied upon as an assessment of the suitability of a transaction for you. We give no representation, warranty or guarantee as to the accuracy or completeness of any market or other information communicated to you.
- 9.11 Unless product specific disclosures provide otherwise, investments are not insured by any government agency. They are not deposits or other obligations of or guaranteed by any Citi Organisations. They are also subject to investment risks including possible loss of the principal amount invested.

## 10. Products

- 10.1 Any product may be provided by a Citi Organisation or by a Third Party meaning that:
- 10.1.1 the product provider could be located outside the country where the Services are provided from; and
- 10.1.2 the product provider may not be regulated or supervised by the regulator of the country where the Services are provided from, so the level of protection you get may be different as a result.

### *Exchange Traded and Mutual Funds – Key Investor Information Document*

- 10.2 Under Applicable Law, if you transact with us in an exchange traded fund (ETF) or a mutual fund (MF) that is classified as an Undertaking for Collective Investments in Transferable Securities (a UCITS), we may need to provide you with the Key Investor Information Document (KIID) for that fund. The KIID is a two-page document produced by the fund manufacturer. It contains key information about the fund.
- The KIID for funds that we offer are available from our dedicated KIID websites, which, for ETFs is [https://www.privatebank.citibank.com/emea\\_etf.htm](https://www.privatebank.citibank.com/emea_etf.htm) and for MFs is [https://www.privatebank.citibank.com/mf\\_kid/index.htm](https://www.privatebank.citibank.com/mf_kid/index.htm).

- 10.3 By signing the Account Application and providing us with your email address for this purpose you consent to the provision of the relevant KIID to you through the website.

### *Packaged Retail and Insurance-Based Investment Products – Key Information Document*

- 10.4 Under Applicable Law, where you are a UK or EEA Retail Client transacting with us in a Packaged Retail and Insurance-Based Investment Product (PRIIP), we must provide you with the Key Information Document (KID) for that PRIIP. The KID is a three-page document produced by the product manufacturer. It contains key information about the PRIIP.
- 10.5 If you are a Retail Client and we meet with you in person to discuss a potential investment in a PRIIP we will provide you with a copy of the KID at the meeting. This is unless you request otherwise. If we do not meet with you in person, and you have signed the Account Application and you have provided us with your email address for this purpose, you consent to allow us to provide the relevant KID to you through the following websites: <https://www.privatebank.citibank.com/kids> or [www.citiprivatebank.com/capitalmarkets/KIDS](http://www.citiprivatebank.com/capitalmarkets/KIDS) or via email.

### *Provisions of KIID or KID*

- 10.6 Where you receive a KIID or KID through a website or email as set out above, you acknowledge that:
- 10.6.1 the website is not an offer or a recommendation to enter into any transaction, to participate in any trading strategy or to invest in any PRIIP, ETF, MF or other financial instrument; and
- 10.6.2 we do not give any representation, warranty or undertaking as to the accuracy or completeness of the information contained in the KIDs and KIIDs we provide to you, as they are produced by the relevant product or fund manufacturer.
- 10.7 You must have regular access to hardware, software or other technology to access any KIID or KID electronically on the website. If we are required to provide you with a KID or KIID, you agree that you have had:
- 10.7.1 an opportunity to access or have received the relevant KID or KIID; and
- 10.7.2 sufficient time to review the KID or KIID before the execution of the transaction.
- 10.8 Please contact your Private Banker if you would like to receive a paper copy of a KID or KIID.

### *Financial Instruments Subject to a Current Offer to the Public*

- 10.9 We will let you know if there is a prospectus available for a financial instrument that is currently on offer to the public and you are a Retail Client. This will be before we provide you with any investment or connected services.

## 11. Acting As Principal

If you deal in over-the-counter foreign exchange or derivatives contracts, your CPB Booking Vehicle may deal with you as principal. When we receive your instructions, we will arrange for the purchase or sale of investments using any market, exchange or facility we consider appropriate. This is unless you instruct us otherwise. We will not be responsible if any transaction is delayed or cannot be carried out due to circumstances beyond our control. If we inform you that we are not advising you on a transaction, then we will not have any advisory duty or responsibility if we execute that transaction.

## 12. Order Execution

- 12.1 We will execute your orders in accordance with our Order Execution Policy, a copy of which has been separately provided to you. If you ask us to execute a transaction for you after receiving our Order Execution Policy, we will assume that you have agreed to the policy. Our Order Execution Policy does not apply if you are an Eligible Counterparty.
- 12.2 There are several situations where we will not owe you any duties of best execution. For instance, when you give us specific instructions and we execute your order in accordance with these instructions, we will have discharged our duties to the extent of those instructions.
- 12.3 Client Orders will be handled promptly and in turn to when they are received. This is subject to market conditions and to the delays resulting from time differences between your time zone and the time zone of the executing entity.
- 12.4 We may aggregate your orders with those of any Citi Organisation or other clients if we reasonably believe it is unlikely that this will disadvantage you or any other client. This aggregation of orders may sometimes operate to your disadvantage and other times to your advantage. You agree that we may aggregate your orders in this way and acknowledge that in some cases this may result in a less beneficial outcome than would otherwise be the case.
- 12.5 If you place an order which is deemed to be a Client Order for the execution of a transaction which is capable of being executed on a Regulated Market or Trading Venue, you consent that we may choose to execute that order outside a Regulated Market or Trading Venue (**over the counter**).
- 12.6 We will generally pass your order on to a Citi Organisation or a Third Party (which may be a broker) to execute. We may pass an order to a Citi Organisation in cases where the Citi Organisation with which you have a direct relationship does not have the ability to execute the order, but the affiliated entity does have that ability. In many such cases, we have standard procedures for passing orders to our affiliate for execution. In cases where our affiliate is outside the UK or EEA and we do not have an entity that can execute the order from within the UK or EEA our non-UK or non-EEA affiliate may not be subject to best execution requirements under Applicable Law. We may pass your order to our affiliate unless either (i) the circumstances require otherwise or (ii) you explicitly instruct us otherwise and we are able to follow your instructions to use an alternative venue. If we are not able to follow your instructions, we may not be able to accept your order.
- 12.7 Where we indicate a willingness to 'work' an order, we are indicating our willingness to attempt to execute an order within the price, time and size parameters requested by you. Our receipt of an order or any indication by us that we are working an order does not create a contract between us. No transaction or other contract will result from an order unless we respond to you that we have filled or executed some or all the order. At this point you will assume the risks associated with the filled or executed order, including market risk and credit risk.
- 12.8 Where we receive or execute a Client Order electronically, we will record the date and approximate time of the receipt of or execution of this order. These records are subject to the impact of network delays, including operational issues with the messaging or communication channel through which orders are delivered to or received by us.
- 12.9 If you deal in over the counter foreign exchange or derivatives contracts, we will deal with you as principal.
- 12.10 You must provide us with all relevant settlement information in the time frame we request. This is unless the transaction has been carried out by us on your behalf or we have separately received the information.

## 13. Communications

- 13.1 You can contact us in a variety of ways, including by post, phone, email or through any electronic channel we make available to you. These communication channels are also available for any questions that you have about these Terms before you agree to buy a product or Service.
- 13.2 We may contact you in a variety of ways, including in person, by post, phone, email, posting the information on our website, by making information available on our Electronic Applications or any other way available to us. Where we are allowed by Applicable Law, we may notify you of any material change to the information we have provided to you using any of these means of communication.
- 13.3 We will always try to communicate with you in the way you have requested and suits you best. In certain circumstances this may not be possible and if so, we will use a different way to communicate with you. For example, if there is a postal strike, we may send you a communication by email.
- 13.4 Data sent electronically is unprotected and there are risks in sending it this way, including the data being delayed or it being accessed or received by unauthorised Third Parties.

### **Language**

- 13.5 You may communicate with us in English and all our standard documents are provided in English unless another language is specified in a Country Schedule. If a document is translated into another language this will be for information purposes only and the English version will take priority.

## *Recording of Communications*

- 13.6 We may record or monitor telephone and electronic conversations between you and us for a number of purposes including:
- 13.6.1 evidencing instructions;
  - 13.6.2 when giving investment advice or otherwise;
  - 13.6.3 quality control;
  - 13.6.4 the performance of our systems; and
  - 13.6.5 as required by Applicable Law.
- 13.7 You agree to accept our voice and/or electronic records as conclusive evidence of your instructions.
- 13.8 All conversations and communications between you and us relating to the reception, transmission and execution of client orders are recorded. A copy of the recording of these conversations and communications will be available on request for a period of at least five years and, where requested by the relevant regulator, for a longer period.

## **14. Instructions**

- 14.1 All instructions should generally be in writing and in English, include the relevant Account Number and be correctly signed.
- 14.2 We will only process your instructions during banking hours on a Business Day, subject to any cut-off times which are available on our website. We can only process instructions with foreign banks or institutions involving a foreign element on days when those banks or institutions are generally open for business in that country.
- 14.3 All instructions provided to us will be at your own risk and you agree that we are not responsible for any Losses which result from us acting, acting with delay, not acting or refusing to act on any such instructions.

### *Instructions Electronically or by Phone*

- 14.4 When we accept your instructions electronically or by phone, we may execute these instructions without any confirmation, or we may ask you to give us further confirmation. However, you should not assume your instructions have been received or accepted by us unless we have confirmed our acceptance back to you or we have executed your instructions.

### *Validation and Authentication of Instructions*

- 14.5 We may refuse to accept any instruction that does not appear to us to comply with the signing instructions for your account, until we have carried out an appropriate confirmation process which might include phoning you to reconfirm the transaction.
- 14.6 We may apply limits from time to time on the size of orders that will be accepted by phone or electronically and may require written instructions.
- 14.7 We may accept instructions from any person representing themselves to be an account holder or an agent of the account holder, whether individually or jointly, as indicated to us whenever signing authority is advised to us.

### *Digital Signatures*

- 14.8 We may accept your instructions electronically, regardless of whether they are supported by a digital signature, for example, capturing your physical signature in a digital form using any type of electronic device. All electronic and phone instructions provided to us will be at your risk.

## **15. Investment instructions**

- 15.1 If you provide us with instructions to buy or sell investments you should include a price limit and give an expiry date for this instruction. You agree that:
- 15.1.1 each order you place is based on your own initiative and financial judgement;
  - 15.1.2 you accept full responsibility for all risks and Losses associated with the orders you place, even if you base those orders on information or advice provided by us;
  - 15.1.3 purchase or sale instructions for securities, foreign exchange or derivatives transactions are subject to all applicable market rules and regulations;
  - 15.1.4 you will not give orders to sell securities unless your CPB Booking Vehicle holds a corresponding position in the securities for you;
  - 15.1.5 you will not give orders to buy securities unless your CPB Booking Vehicle holds, or you have arranged for your CPB Booking Vehicle to hold, the necessary funds in your account;
  - 15.1.6 unless we identify a quote as a firm quote or otherwise provide a firm quote in response to a request for a firm quote, all quotes made to you by us (including electronically) are indicative only and non-binding on us;
  - 15.1.7 if no price limit is provided, the order will be taken as 'at best';
  - 15.1.8 if the Securities you wish to sell are not held by your CPB Booking Vehicle for you or the investments have not been received by your CPB Booking Vehicle or their agent, we may refuse to execute a sale;
  - 15.1.9 if any Security we sell for you is defective or is not delivered in time for reasons beyond our control, we may repurchase it at your expense;

- 15.1.10 if funds necessary to purchase any Security you wish to buy have not been received on your account on the expected date, we may create an overdraft by debiting your account, and interest on such overdraft will be for your account;
- 15.1.11 if a transaction would result in a fractional share (i.e., where you own only a portion or fraction of a share), we may adjust the size of the transaction to bring the holding to the nearest whole number of shares. Where possible, we may provide you with a pro-rated compensation in cash;
- 15.1.12 we are not obliged to accept any 'stop loss' instruction (which would require us to automatically sell an investment on your account if the bid price reaches or falls below a price you have set) and will not be responsible if an order is not or cannot be acted on; and
- 15.1.13 when you place a Limit Order for shares traded on a Regulated Market, or traded on a Trading Venue, you instruct us that if the order is not immediately executed, we are not required to make the order public and accessible to other market participants. Further, you should note that when you place a Limit order, you may not receive a confirmation. Limit Orders may not appear in your account statement until they are executed. Accordingly, you should keep a careful record of and monitor your Limit Orders.

## 16. Account Statements

- 16.1 You will receive confirmations of transactions and statements of your account from your CPB Booking Vehicle. In any inconsistency in classification between the Fee Schedule and applicable Cost and Charges Information document and confirmation or statement (such as the Fee Schedule saying 'fee' and a confirmation saying 'commission'), the Fee Schedule and applicable Cost and Charges Information document will represent the correct classification.
- 16.2 You are responsible for checking all communications for errors. You must notify us within 30 days of receipt if you don't agree with any item on a communication, otherwise we will assume you consider it to be correct.

## 17. Fees and Charges

- 17.1 Our Fee Schedule and applicable Cost and Charges Information document contains information on fees and charges payable by you where we provide Advisory Services or Non-Advised Services in relation to your CPB Account.
- 17.2 Fees and charges are generally payable at the time of settlement of any transaction.
- 17.3 Only fees and charges in relation to Advisory Services and Non-Advised Services are relevant under these Terms. Other fees shown in our Fee Schedule and applicable Cost and Charges Information document for these other services (for example, Discretionary Investment Services, Banking and Payment Services) will not be applicable to you in relation to the Services we provide to you under these Terms. Where your CPB Booking Vehicle provides you with these other services, the fees and charges of your CPB Booking Vehicle will apply.
- 17.4 Fees and charges may be reflected according to your CPB Booking Vehicle's procedures and requirements.

## 18. Tax

### **No Tax Advice**

- 18.1 We do not provide tax advice, neither does any Citi Organisation. You are responsible for getting independent tax advice relating to these Terms and transactions and/or accounts. Nothing in these Terms is advice on tax, tax planning or strategy or your compliance with any Applicable Law.

### **Your Tax Obligations**

- 18.2 When you make any payment to us under these Terms it must be without any deductions (for example, any taxes or governmental charges) unless this deduction is required by Applicable Law. If any deductions are owed, you must pay these amounts in addition to the payment amount.
- 18.3 Tax may be payable on amounts we pay to you, including on interest, dividends and other income and capital gains from investments. We may withhold the amount of these taxes from any payments to you. If your available Assets with us do not cover the amount we need to withhold, you must cover any shortfall.
- 18.4 We will notify you about any withholding as soon as we can. We are not required to reimburse you for any amount withheld by any Third Party. We have no obligation to reclaim any excess taxes or other amounts withheld for you.
- 18.5 Any Fees that you pay to us are exclusive of VAT, which we will charge separately.
- 18.6 You are responsible for paying or reimbursing all taxes relating to the purchase or sale of your property or other investments, or these Terms. This includes VAT, stamp, excise, estate or other transaction taxes. You may also be subject to taxes and costs which are not paid through us or imposed by us. If we pay any of these taxes for you, or if the Authorities in any country charge a negative interest rate to your account, you agree that we may debit the amount directly from your CPB Account. In some circumstances, the balance or amount of the deposit may eventually be less than the initial deposit placed with us. In this case, you will pay us the amount of any Losses which we reasonably believe we have incurred (directly or indirectly) in relation to your CPB Account or your transactions.

### **Tax Reporting**

- 18.7 As you are advised under these Terms by someone based in the EEA or UK, where we have an obligation to report information about you/your transactions with us to the tax authorities in the EEA or UK under Applicable Law, we will do so. This applies even if your CPB Account is booked outside the EEA or UK.

## 19. Inducements

- 19.1 We or any Citi Organisation may solicit or accept any third-party commissions, remuneration or benefits of any kind, in the limited circumstances allowed by Applicable Law.
- 19.2 Where allowed by Applicable Law:
- 19.2.1 we may receive any Fees or benefits payable to or obtained by any Citi Organisation or Third Party in relation to any transactions under these Terms;
  - 19.2.2 Citi Organisations may incur Expenses on your behalf, for example, receive a share of any commission or fee from a Third Party or through an internal group recharging arrangement;
  - 19.2.3 we may be remunerated by applying a Mark-Up or Mark-Down on certain investments we execute for you;
  - 19.2.4 we may pay a Third-Party introducer a fee representing a percentage of some or all of the revenues that we receive in relation to the relevant Services or investment where they have introduced us to you; and/or
  - 19.2.5 we may receive a fee from an affiliated company or a Third Party where we have introduced them to you.
- 19.3 Where allowed by Applicable Law, we may also receive certain minor non-monetary benefits, including but not limited to the following:
- 19.3.1 invitations to participate in conferences, seminars and other training events on the benefits and features of a specific financial instrument;
  - 19.3.2 hospitality of a reasonable value, such as food and drink during a business meeting or a conference, seminar or other training events;
  - 19.3.3 pre-deal research for prospective investors relating to an issue of shares, debentures, warrants or certificates representing certain Securities by an issuer, produced by an underwriter or placement agent; and
  - 19.3.4 generic or personalised information or documentation relating to a financial instrument or an investment service, including focus lists and market commentary.
- 19.4 We will provide further information on the above arrangements where required under Applicable Law and/or you can request it from us. This information may include the amount or how we calculate any commission or monetary or non-monetary benefits we give to or receive from Third Parties in relation to introductions or providing other products or Services.

## 20. Your and Our Responsibility

- 20.1 We, our directors, officers, employees and agents and other Citi Organisations will only be responsible to you for Losses if we have been negligent, fraudulent or in wilful default under these Terms.
- 20.2 We, our directors, officers, employees and agents and other Citi Organisations will not be responsible for:
- 20.2.1 any Losses if the value of your investments go up or down no matter how this arises (even if we knew or should have known about this possibility);
  - 20.2.2 any Losses resulting from any act or omission made in connection with these Terms or the Services (including any taxation incurred by you or any failure to insure);
  - 20.2.3 any Losses which do not stem directly from our breach of these Terms;
  - 20.2.4 any Losses which result from us acting, acting with delay, not acting or refusing to act on any type of instructions provided to us;
  - 20.2.5 any Losses incurred by you if we fail to notify you that we have rejected an instruction or that we no longer accept instructions from an attorney you have appointed;
  - 20.2.6 any loss of use of hardware, software or data including any corruption, inaccuracy, delay, defect, omission or interruption of data;
  - 20.2.7 any errors of fact or judgement;
  - 20.2.8 any Losses in settling or finalising obligations as we close your account; and
  - 20.2.9 any Losses incurred by you where we do not disclose non-public information to you.
- 20.3 When we provide Services to you, we will use reasonable care and skill. Any limitation on our responsibility in this clause is subject to any obligations that we have under Applicable Law.
- 20.4 Losses will be limited to the amount of your actual loss but without reference to any special conditions or circumstances known to us at the time of entering into these Terms, or at the time of accepting your instructions, which increases the amount of the loss. We will not be responsible for any loss of profits, goodwill, reputation, business opportunity or anticipated saving, or for special or consequential loss or damages, whether or not we have been advised of the possibility of such loss or damages.

### **Uncontrollable Events**

- 20.5 We are not responsible for any failure to perform under these Terms or for any Losses:
- 20.5.1 arising from events beyond our control, including political or economic events, which interrupt or disturb the Services provided by us, our affiliates or Third Parties, even if these events are not acts of God (for example, interruptions of the telecommunications system); or

20.5.2 due to measures taken by Authorities either declared or imminent, acts of war and terrorism, revolutions or civil unrest, acts of God, acts or regulations of any Authority or markets, the failure of any market to perform its obligations or the breakdown, failure or malfunction of any telecommunications or computer service, strikes, lockouts, boycotts or picketing, regardless of whether or not we are a party to the conflicts or our Services are partially affected by those conflicts.

20.6 We will not accept any liability whatsoever for any act, omission or insolvency of any broker or other Third Party.

20.7 Nothing in these Terms will exclude any liability on our part for any matter for which it would be illegal or a breach of Applicable Law for us to exclude or attempt to exclude our liability or for fraud.

20.8 We give no warranty or undertaking as to the performance or profitability of any product or that the investment objectives stated in your Risk Profile Form will be successfully achieved.

#### ***Responsibility to Reimburse Us***

20.9 You will reimburse us for any Losses that we or any Citi Organisation, or our or its agents, officers or employees sustain which are directly or indirectly caused in connection with the performance of the Services under these Terms. This obligation will not apply to the direct consequence of our or any Citi Organisation's negligence or wilful default.

## **21. Data Protection**

#### ***Privacy Statement***

21.1 Our Citi Private Bank (EMEA) privacy statement (the **Privacy Statement**) provides important information about our processing of your personal data, your rights under data protection law and related matters and you should read it carefully. It is available on our website <https://www.privatebank.citibank.com/home/citi-private-bank-privacy-and-security.html> or from your Private Banker.

#### ***Consent***

21.2 Where necessary, we may seek specific consents to processing of your personal data, as required by Applicable Law, or when we consider it necessary to do so. We will try our best to contact you in the way you have requested and suits you best.

#### ***Information About Another Person***

21.3 Before providing us with information relating to another person, you will tell that person about the disclosure and our identity and give them a copy of or link to the Privacy Statement. You will also provide them any other privacy information in relation to our use of their information as we may ask you to provide from time to time.

#### ***Information about Products and Services***

21.4 You request that we provide you with information from time to time regarding products and Services that we reasonably consider may be of interest to you, some or all of which we may not have previously discussed with you or you have not been previously aware. We will provide this information in a meeting with you or by telephone, post or any other means electronic communications we make available for this purpose.

#### ***Data Access***

21.5 To provide you with the Services, we will require access to all data held by the applicable CPB Booking Vehicle in relation to your CPB Account. The disclosure of this information will be governed by the CPB Account Terms and the Privacy Statement.

## **22. Confidentiality**

22.1 We respect your legitimate needs for privacy and our policy is to hold in confidence information about you and your accounts with us and to avoid any foreseeable harm or breach to your privacy. However, you agree that we may disclose information about you or your accounts to Third Parties where required by Applicable Law, and as set out in the Privacy Statement.

22.2 We may disclose confidential information and your accounts to any other relevant Citi Organisation or its agents or delegates in any country. Data or information held by a Citi Organisation in another jurisdiction is subject to disclosure to Authorities if required by Applicable Law.

## **23. Changing These Terms**

23.1 These Terms supersede any previous written or oral agreements or representations, other than the CPB Account Terms in relation to any accounts, services or products that we have provided to you.

23.2 We may change or supplement these Terms from time to time by written notice to you, to take effect not less than 30 Business Days after the notice is given.

23.3 These Terms can otherwise only be amended by a written agreement signed by you and us.

## **24. Ending these Terms**

24.1 These Terms have no minimum term and either you or we may terminate these Terms at any time by notice in writing. Termination will not affect accrued rights, indemnities, existing commitments, or any contractual provision intended to survive termination.

## **25. Cancelling these Terms**

25.1 You can cancel these Terms with us within 14 days of the day of conclusion of these Terms.

- 25.2 This cancellation right applies to these Terms only and not to transactions executed by a CPB Booking Vehicle under the CPB Account Terms. You agree that we may begin to provide Services under these Terms despite your right to cancel. The cancellation of the Terms by you will not result in the unwinding of transactions effected during the cancellation period.
- 25.3 If you are an individual contracting with us outside the course of your trade, business or profession and enter into the Terms with us by Distance Communication, the 14 day cancellation right described above may apply with the following additional terms:
- 25.3.1 the beginning of the 14 day cancellation period starts on the later of the day of the conclusion of these Terms, or the day on which you receive these Terms and any other pre-contractual or other information we may be required to provide you;
- 25.3.2 we will pay to you without delay, and no later than 30 days after the date on which we received any notice of cancellation from you, any sum which you have paid to us or for our benefit in connection with these Terms (including sums paid by you to our agents);
- 25.3.3 while you will not be charged any fee for cancelling these Terms, you agree to pay for the Services we have provided in connection with these Terms and such payment will be in proportion to the extent of the Services already provided to you; and
- 25.3.4 you understand and agree that you are required to pay back to us without delay, and no later than 30 days after the date on which you posted or otherwise sent notice of cancellation to us, any amount or property or both that became yours under these Terms.
- 25.4 The 14 day cancellation right, with these additional terms, may also apply when you enter other agreements for products and services, which form part of these Terms or the CPB Account Terms, under Distance Communications. You will not be entitled to these additional cancellation terms in relation to agreements for certain products or services where the price depends on fluctuations in the market outside our control. This may include contracts for time deposits, foreign exchange, transferable securities, units in collective investment schemes and certain derivatives.
- 25.5 We will not charge you a separate fee for the use of a means of Distance Communications.
- 26. Your Money**
- 26.1 We may arrange for your money to be held by a Citi Organisation outside of the country from where the Services are provided to you. We will not hold your money.
- 27. Custody**
- 27.1 We do not act as a custodian in relation to any assets or securities. Your custodian is your CPB Booking Vehicle. Custody is provided under the CPB Account Terms, and you must ensure you have read and understand those terms. Your Assets or Securities will be held by a custodian outside of the country in which you receive Services from us. This means there may be different settlement, legal and regulatory requirements, as well as different practices for the separate identification of your Assets.
- 28. Citi Disclosure Booklet**
- 28.1 We have separately provided you with the Citi Disclosure Booklet. We will update this from time to time and send you a revised version or a summary of the changes. You should refer to the relevant section of the most recent version of the Citi Disclosure Booklet before entering into a transaction in any of the products described in it.
- 29. Benchmarks**
- 29.1 A benchmark has a specific meaning under Applicable Law. Generally, it is a regularly determined, publicly available figure which is used to calculate the value of certain financial instruments and investment funds. If a benchmark we are using materially changes or stops being provided, we may at our discretion and acting reasonably substitute the benchmark with an alternative index or benchmark. This will be in accordance with our internal procedures and/or policies.
- 30. Other Terms**
- 30.1 A person who is not a party to these Terms will have no right to enforce any such term of such agreement including these Terms.
- 30.2 Where two or more persons wish to enter into these Terms to receive the Services and potentially acquire products on a joint basis, these Terms apply to them jointly and severally.
- 30.3 Where any of these Terms for any reason become invalid or does not comply with Applicable Law, the remaining provisions will not be affected.
- 30.4 We may assign the benefit of any or all of our rights under these Terms and/or sub-contract or delegate any or all of our obligations under these Terms, at any time in our absolute discretion.
- 30.5 Nothing in these Terms will reduce your statutory rights under Applicable Law relating to faulty or mis-described goods. For further information about your statutory rights contact the competent local authority in your jurisdiction.

## Schedule 1 – Citibank Europe plc

The provisions of this schedule apply to you if you have accepted these Terms in relation to Services you receive from Citibank Europe plc. This schedule applies to you together with the provisions of the *General Terms* section above, which are supplemental to the provisions of this schedule. The *Conflicts of Interest* and *Definitions and Interpretation* sections also apply.

### 1. Regulation and Your Protection Rights

- 1.1 Our head office, registered office address and principal place of business is at 1 North Wall Quay, Dublin 1, Ireland.
- 1.2 We are regulated by the **Central Bank of Ireland**. The contact address of the CBI is as follows:

Central Bank of Ireland	
PO Box 559	
Dublin 1	

- 1.3 Our general email address is UKquestions.privatebank@citi.com. Our VAT number is IE4871126S.

### 2. Complaints

- 2.1 For details of our procedure on complaints, please visit our website at <https://www.privatebank.citibank.com/client-support/how-to-make-a-complaint-emea>. This information is also available in writing on request.

#### **Financial Services and Pensions Ombudsman (FSPO)**

- 2.2 You also have a right to complain directly to the FSPO, which provides for an out-of-court complaint resolution procedure for independent determination, if you do not receive an answer or a satisfactory answer within one month from the date the complaint was sent to us. A complaint can be submitted online through the FSPO website <http://www.fspo.ie> and, where necessary, documentation relating to the complaint can be provided using the details below. You must do this within one year of you filing the complaint with us.

Financial Services and Pensions Ombudsman (FSPO)	
<b>Address</b>	Lincoln House, Lincoln Place, Dublin 2, D02 VH29, Ireland
<b>Phone</b>	+353 1 567 7000
<b>Email</b>	<a href="mailto:info@fspo.ie">info@fspo.ie</a>

- 2.3 The FSPO is a public institution which receives complaints from customers of the professionals subject to supervision by the CBI and acts as an intermediary to try to settle these complaints. The FSPO acts in its capacity as a dispute resolution body, under European legislation relating to the out-of-court resolution of consumer disputes adopted by Irish law through the Financial Services and Pensions Ombudsman Act 2017. The FSPO is registered on the list of alternative dispute resolution (ADR) bodies and on the list of ADR entities established and published by the European Commission. Further information including details of those who are eligible to complain can be obtained from the FSPO website at <https://www.fspo.ie>, or from your Private Banker. We do not currently use any ADR service for any clients who are not eligible to complain to the FSPO.
- 2.4 Records of complaints and their resolution will be retained in accordance with our internal retention and client confidentiality policies.

### 3. Bank Recovery and Resolution Directive

- 3.1 The Bank Recovery and Resolution Directive (BRRD) sets out resolution tools and powers for BRRD Resolution Authorities in relation to BRRD Entities and when such tools and powers can be used. The BRRD also contains limitations on EEA member states contributing public finances to absorb losses or recapitalise BRRD Entities. The use of such tools and powers and the limitations on use of public finances may affect BRRD Financial Instruments or liabilities or obligations owed by a BRRD Entity. Some of these resolution tools and powers are considered further in the Citi Disclosure Booklet.

- 3.2 As an EU regulated entity, we are subject to the BRRD. Under Article 55 of the BRRD, we are required to obtain, and you provide, your acknowledgement and acceptance that, regardless of any other terms of these Terms or any other agreement, arrangement or understanding between us:

- 3.2.1 any liability we owe you under or in connection with these Terms may be subject to Bail-In Action by the CBI as the relevant BRRD Resolution Authority;
- 3.2.2 you will be bound by the effect of any Bail-In Action in relation to any such liability; and
- 3.2.3 you will be bound by any variation of the terms of these Terms to give effect to the Bail-In Action.

Bail-In Actions may include (without limitation):

- 3.2.4 the CBI reducing or cancelling an amount we owe to you (including any accrued but unpaid interest); and
- 3.2.5 the CBI converting all or part of an amount we owe to you into shares (or other instruments of ownership), which may then be issued to, or conferred on, you.

- 3.3 We may offer, issue, or provide advice or other Services in relation to BRRD Financial Instruments and liabilities and obligations of BRRD Entities. In deciding to deal with us generally you confirm that you are aware of the resolution tools and powers which may be exercised in relation to a BRRD Entity. You are also aware of the potential consequences on any BRRD Financial Instrument or other liability or obligation of a BRRD Entity. You also confirm that you are aware that:
- 3.3.1 the tools and powers under the BRRD are subject to EEA member state implementation and that additional powers and tools may apply in EEA member states; and
  - 3.3.2 non-EEA equivalents of BRRD Entities (this includes certain companies in the Citi Organisation) may be subject to similar resolution tools and powers in countries outside the EEA, including the UK.

## 4. Communications

### *Notices*

- 4.1 Any notice in connection with these Terms will be in writing and delivered to the last address we have for you, which may include an email address. You can send notices and communications to us at our address above.

## 5. Governing Law and Jurisdiction

- 5.1 These Terms and all non contractual or other obligations arising out of or in connection with it and any related Services will be governed by and construed according to Irish law.
- 5.2 Irish law is taken by us as the basis for the establishment of relations with you prior to the conclusion of these Terms.
- 5.3 The Irish courts have exclusive jurisdiction to settle any disputes (including non-contractual disputes) which may arise out of or in connection with these Terms. We and you agree to waive any objection to proceedings in the Irish court on the grounds of inconvenient forum.

## Schedule 2 – Citibank Europe plc, France Branch

The provisions of this schedule apply to you if you have accepted these Terms in relation to Services you receive from Citibank Europe plc, France Branch. This schedule applies to you together with the provisions of the *General Terms* section above, which are supplemental to the provisions of this schedule. The *Conflicts of Interest* and *Definitions and Interpretation* sections also apply.

### 1. Regulation and Your Protection Rights

- 1.1 Our registered address and principal place of business is at 21-25, rue Balzac, 75008 Paris, France.
- 1.2 We are a branch of Citibank Europe plc operating in France in accordance with the passporting provisions set out under Applicable Law. We appear on the French Financial Agent Register (*Regafi*) with code number 11689 and are registered with the Trade and Company Register of Paris under number 814 664 892. As a branch of Citibank Europe plc, we are supervised by the **Central Bank of Ireland** and the **Autorité de contrôle prudentiel et de résolution (ACPR)** and by the **Autorité des marchés financiers (AMF)** in connection with the provision of investment services.
- 1.3 Our general email address is [france.questions.privatebank@citi.com](mailto:france.questions.privatebank@citi.com). Our VAT number is FR51814664892.
- 1.4 Citibank Europe plc is registered in Ireland with company registration number 132781. It is regulated by the **Central Bank of Ireland** under reference number C26553. Its registered office is at 1 North Wall Quay, Dublin 1, Ireland.
- 1.5 The contact address of each of the regulators is as follows:

CBI	PO Box 559, Dublin 1
ACPR	4, place de Budapest, CS 92459, 75436 Paris CEDEX 09, France
AMF	17, place de la Bourse, 75082 Paris CEDEX 02, France

### 2. Confirmations for Complex Products

- 2.1 If we warn you that we consider that a product is not appropriate for you, but you ask us to go ahead with the transaction, despite our warning, we will ask you to confirm that you are aware the product is not appropriate for you. We may also ask you to provide additional confirmations for complex products. We will provide you with a copy of the result of any appropriateness test conducted.
- 2.2 If you choose not to provide us with sufficient information regarding your knowledge and experience to enable us to determine the appropriateness of a Service or product, if the product is complex, we will ask you to confirm that you are aware that we have not been able to determine whether the product is appropriate for you.

### 3. Insurance Based Investment Products

Our Advisory Services includes advice in relation to underlying assets held in an insurance-based investment product, the subscription to insurance based incentive products or any ongoing assistance in relation to the insurance policy during the lifetime of the policy. This advice can only be provided by Citibank Europe plc, Spain Branch and not Citibank Europe plc, France Branch.

### 4. Complaints

- 4.1 For details of our procedure on complaints, please visit our website at <https://www.privatebank.citibank.com/client-support/how-to-make-a-complaint-emea>. This information is also available in writing on request.

#### *Financial Services and Pensions Ombudsman (FSPO)*

- 4.2 You also have a right to complain directly to the FSPO, which provides for an out-of-court complaint resolution procedure for independent determination, if you do not receive an answer or a satisfactory answer within one month from the date at which the complaint was sent to us. A complaint can be submitted online through the FSPO website at <https://www.fsपो.ie>, and, where necessary, documentation relating to the complaint can be provided using the details below. You must do this within one year of you filing the complaint with us.

Financial Services and Pensions Ombudsman (FSPO)	
Address	Lincoln House, Lincoln Place, Dublin 2, D02 VH29, Ireland
Phone	+353 1 567 7000
Email	info@fsपो.ie

- 4.3 The FSPO is a public institution which is competent to receive complaints from customers of the professionals subject to supervision by the CBI and acts as an intermediary to settle these complaints. The FSPO acts in its capacity as a dispute resolution body, under European legislation relating to the out-of-court resolution of consumer disputes adopted by Irish national law through the Financial Services and Pensions Ombudsman Act 2017. The FSPO is registered on the list of alternative dispute resolution (ADR) bodies and on the list of ADR entities established and published by the European Commission. Further information including details of those who are eligible to complain can be obtained from the FSPO website at <https://www.fsपो.ie>, or from your Private Banker. We do not currently use any ADR service for any clients who are not eligible to complain to the FSPO.

4.4 Records of complaints and their resolution will be retained in accordance with our internal retention and client confidentiality policies.

**Autorité des marchés financiers (AMF)**

4.5 If you are a consumer, you have the right to complain directly to the AMF ombudsman free of any charge if you did not receive an answer or a satisfactory answer within two months from the date at which the complaint was sent to us. This applies to complaints in connection with financial instruments, investment services or any other matter within its competence. A complaint can be submitted in paper to the following address or online following the process set out in the AMF website at [www.amf-france.org](http://www.amf-france.org):

<b>Autorité des marchés financiers (AMF)</b>
Le médiateur, 17, place de la Bourse, 75082, Paris Cedex 02, France

**Médiateur de la Fédération bancaire française (FBF Ombudsman),**

4.6 If you are a consumer, you have the right to complain directly to the Médiateur de la Fédération bancaire française (**FBF Ombudsman**) free of charge, if, after having submitted a written complaint to us in accordance with the details above, you have not received an answer or a satisfactory answer. This applies to complaints in connection with services provided by us that do not fall within the remit of the AMF ombudsman, such as banking services. A complaint can be submitted in paper to the following address or online following the process set out in the FBF Ombudsman website at [www.lemediateur.fbf.fr](http://www.lemediateur.fbf.fr):

<b>Médiateur de la Fédération bancaire française (FBF Ombudsman)</b>
Le médiateur auprès de la FBF, CS 151, 75422 Paris Cedex 09, France.

**5. Bank Recovery and Resolution Directive**

5.1 The Bank Recovery and Resolution Directive (**BRRD**) sets out resolution tools and powers for BRRD Resolution Authorities in relation to BRRD Entities and when such tools and powers can be used. The BRRD also contains limitations on EEA member states contributing public finances to absorb losses or recapitalise BRRD Entities. The use of such tools and powers and the limitations on use of public finances may affect BRRD Financial Instruments or liabilities or obligations owed by a BRRD Entity. Some of these resolution tools and powers are considered further in the Citi Disclosure Booklet.

5.2 As an EU regulated entity, we are subject to the BRRD. Under Article 55 of the BRRD, we are required to obtain, and you provide, your acknowledgement and acceptance that, regardless of any other terms of these Terms or any other agreement, arrangement or understanding between us:

5.2.1 any liability we owe you under or in connection with these Terms may be subject to Bail-In Action by the CBI as the relevant BRRD Resolution Authority;

5.2.2 you will be bound by the effect of any Bail-In Action in relation to any such liability; and

5.2.3 you will be bound by any variation of the terms of these Terms to give effect to the Bail-In Action.

Bail-In Actions may include (without limitation):

5.2.4 the CBI reducing or cancelling an amount we owe to you (including any accrued but unpaid interest); and

5.2.5 the CBI converting all or part of an amount we owe to you into shares (or other instruments of ownership), which may then be issued to, or conferred on, you.

5.3 We may offer, issue, or provide advice or other Services in relation to BRRD Financial Instruments and liabilities and obligations of BRRD Entities. In deciding to deal with us generally you confirm that you are aware of the resolution tools and powers which may be exercised in relation to a BRRD Entity. You are also aware of the potential consequences on any BRRD Financial Instrument or other liability or obligation of a BRRD Entity. You also confirm that you are aware that:

5.3.1 the tools and powers under the BRRD are subject to EEA member state implementation and that additional powers and tools may apply in EEA member states; and

5.3.2 non-EEA equivalents of BRRD Entities (this includes certain companies in the Citi Organisation) may be subject to similar resolution tools and powers in countries outside the EEA, including the UK.

**6. Communications**

**Notices**

6.1 Any notice in connection with these Terms will be in writing and delivered to the last address we have for you, which may include an email address. You can send notices and communications to us at our branch address above.

**7. Governing Law and Jurisdiction**

7.1 These Terms and all non-contractual or other obligations arising out of or in connection with it and any related Services will be governed by and construed according to French law.

7.2 French law is taken by us as the basis for the establishment of relations with you prior to the conclusion of these Terms.

7.3 The French courts have exclusive jurisdiction to settle any disputes (including non-contractual disputes) which may arise out of or in connection with these Terms. We and you agree to waive any objection to proceedings in the French court on the grounds of inconvenient forum.

## Schedule 3 – Citibank Europe plc, Germany Branch

The provisions of this schedule apply to you if you have accepted these Terms in relation to Services you receive from Citibank Europe plc, Germany Branch. This schedule applies to you together with the provisions of the General Terms section above, which are supplemental to the provisions of this schedule. The *Conflicts of Interest* and *Definitions and Interpretation* sections also apply.

### 1. Regulation and Your Protection Rights

- 1.1 Our head office, registered address and principal place of business is at Reuterweg 16, 60323 Frankfurt am Main.
- 1.2 Our general email address is [germany.questions.privatebank@citi.com](mailto:germany.questions.privatebank@citi.com). Our VAT number is DE31 6454 995.
- 1.3 We are a branch of Citibank Europe plc operating in Germany in accordance with the passporting provisions set out under Applicable Law. We appear on BaFin's register with ID number 10149184. As a branch of Citibank Europe plc, we are supervised by the **Central Bank of Ireland** and by **BaFin**.
- 1.4 Citibank Europe plc is registered in Ireland with company registration number 132781. It is regulated by the Central Bank of Ireland under reference number C26553. Its registered office is at 1 North Wall Quay, Dublin 1, Ireland.
- 1.5 The contact address of the CBI is PO Box 559, Dublin 1. The contact address of BaFin is Graurheindorfer Str. 108 53117 Bonn.

### 2. Confirmations for Complex Products

- 2.1 If we warn you that we consider that a product is not appropriate for you, but you ask us to go ahead with the transaction, despite our warning, we will ask you to confirm that you are aware the product is not appropriate for you. If the product is complex, we will request you to confirm, in the terms requested by BaFin, that you are aware the product is not appropriate for you. We will provide you with a copy of the result of any appropriateness test conducted.
- 2.2 If you choose not to provide us with sufficient information regarding your knowledge and experience to enable us to determine the appropriateness of a Service or product, if the product is complex, we will request you to confirm, in the terms requested by BaFin, that you are aware the product is not appropriate for you.

### 3. Complaints

- 3.1 For details of our procedure on complaints, please visit our website at <https://www.privatebank.citibank.com/client-support/how-to-make-a-complaint-emea>. This information is also available in writing on request.

#### *Financial Services and Pensions Ombudsman (FSPO)*

- 3.2 You also have a right to complain directly to the FSPO, which provides for an out-of-court complaint resolution procedure for independent determination, if you do not receive an answer or a satisfactory answer within one month from the date the complaint was sent to us. A complaint can be submitted online through the FSPO website at <https://www.fspo.ie>, and, where necessary, documentation relating to the complaint can be provided using the details below. You must do this within one year of you filing the complaint with us.

Financial Services and Pensions Ombudsman (FSPO)	
Address	Lincoln House, Lincoln Place, Dublin 2, D02 VH29, Ireland
Phone	+353 1 567 7000
Email	<a href="mailto:info@fspo.ie">info@fspo.ie</a>

- 3.3 The FSPO is a public institution which is competent to receive complaints from customers of the professionals subject to supervision by the CBI and acts as intermediary to settle these complaints. The FSPO acts in its capacity as a dispute resolution body under European legislation relating to the out-of-court resolution of consumer disputes adopted by Irish national law through the Financial Services and Pensions Ombudsman Act 2017. The FSPO is registered on the list of alternative dispute resolution (ADR) bodies and on the list of ADR entities established and published by the European Commission. Further information including details of those who are eligible to complain can be obtained from the FSPO website at <https://www.fspo.ie>, or from your Private Banker. We do not currently use any ADR service for any clients who are not eligible to complain to the FSPO. Records of complaints and their resolution will be retained in accordance with our internal retention and client confidentiality policies.

- 3.4 For Services provided under these Terms, you have the right to complain directly to BaFin the contact details of which are below. A complaint can be submitted in paper to the following address or online following the process on their website at [www.bafin.de](http://www.bafin.de):

Bundesanstalt für Finanzdienstleistungsaufsicht (BaFin)	
Address	Graurheindorfer Str. 108, 53117 Bonn, Germany
Phone	+49 (0) 228 4108 0
Fax	+49 (0) 228 4108 1550
Email	<a href="mailto:poststelle@bafin.de">poststelle@bafin.de</a>
Online	<a href="http://www.bafin.de">www.bafin.de</a>

## 4. Bank Recovery and Resolution Directive

- 4.1 The Bank Recovery and Resolution Directive (**BRRD**) sets out resolution tools and powers for BRRD Resolution Authorities in relation to BRRD Entities and when such tools and powers can be used. The BRRD also contains limitations on EEA member states contributing public finances to absorb losses or recapitalise BRRD Entities. The use of such tools and powers and the limitations on use of public finances may affect BRRD Financial Instruments or liabilities or obligations owed by a BRRD Entity. Some of these resolution tools and powers are considered further in the Citi Disclosure Booklet.
- 4.2 As an EU regulated entity, we are subject to the BRRD. Under Article 55 of the BRRD, we are required to obtain, and you provide, your acknowledgement and acceptance that, regardless of any other terms of these Terms or any other agreement, arrangement or understanding between us:
- 4.2.1 any liability we owe you under or in connection with these Terms may be subject to Bail-In Action by the CBI as the relevant BRRD Resolution Authority;
  - 4.2.2 you will be bound by the effect of any Bail-In Action in relation to any such liability; and
  - 4.2.3 you will be bound by any variation of the terms of these Terms to give effect to the Bail-In Action.
- Bail-In Actions may include (without limitation):
- 4.2.4 the CBI reducing or cancelling an amount we owe to you (including any accrued but unpaid interest); and
  - 4.2.5 the CBI converting all or part of an amount we owe to you into shares (or other instruments of ownership), which may then be issued to, or conferred on, you.
- 4.3 We may offer, issue, or provide advice or other Services in relation to BRRD Financial Instruments and liabilities and obligations of BRRD Entities. In deciding to deal with us generally you confirm that you are aware of the resolution tools and powers which may be exercised in relation to a BRRD Entity. You are also aware of the potential consequences on any BRRD Financial Instrument or other liability or obligation of a BRRD Entity. You also confirm that you are aware that:
- 4.3.1 the tools and powers under the BRRD are subject to EEA member state implementation and that additional powers and tools may apply in EEA member states; and
  - 4.3.2 non-EEA equivalents of BRRD Entities (this includes certain companies in the Citi Organisation) may be subject to similar resolution tools and powers in countries outside the EEA, including the UK.

## 5. Communications

### *Notices*

Any notice in connection with these Terms will be in writing and delivered to the last address we have for you, which may include an email address. You can send notices and communications to us our branch address above.

## 6. Governing Law and Jurisdiction

- 6.1 These Terms and all non-contractual or other obligations arising out of or in connection with it and any related Services will be governed by and construed according to German law.
- 6.2 German law is taken by us as the basis for the establishment of relations with you prior to the conclusion of these Terms.
- 6.3 The German courts have exclusive jurisdiction to settle any disputes (including non-contractual disputes) which may arise out of or in connection with these Terms. We and you agree to waive any objection to proceedings in the German court on the grounds of inconvenient forum.

## Schedule 4 – Citibank Europe plc, Italy Branch

The provisions of this schedule apply to you if you have accepted these Terms in relation to Services you receive from Citibank Europe plc, Italy Branch. This schedule applies to you together with the provisions of the *General Terms* section above, which are supplemental to the provisions of this schedule. The *Conflicts of Interest* and *Definitions and Interpretation* sections also apply.

### 1. Regulation and Your Protection Rights

- 1.1 We are a branch of Citibank Europe plc, with registered office in Italy at Milan, Via dei Mercanti number 12, fiscal code and VAT code number 09230080963, registered with Camera di Commercio of Milan with number 2077097 and with the Albo delle Banche at number 8051. We are under the supervision of the **European Central Bank**.
- 1.2 Citibank Europe plc is registered in Ireland with company registration number 132781. It is regulated by the **Central Bank of Ireland** under the reference number C26553 and supervised by the **European Central Bank**. Its registered office is at 1 North Wall Quay, Dublin 1, Ireland.

### 2. Investment Services Provided – Limited application of the General Terms

- 2.1 We provide the following investment services to our clients: (i) investment advisory; (ii) placement of financial instruments without a firm commitment basis. Any reference in the General Terms concerning any other investment service, such as reception and transmission of order, execution of orders and dealing on own account, will not apply to us and our clients.

### 3. Complaints Procedure

- 3.1 For details of our procedure on complaints, please visit our website at <https://www.privatebank.citibank.com/client-support/how-to-make-a-complaint-emea>. This information is also available in writing on request.

#### *Arbitro per le Controversie Finanziarie (ACF)*

- 3.2 You also have the right to complain directly to the ACF if you are dissatisfied with the outcome of any subsequent investigation into your complaint, or if you feel that we have not conducted the business in compliance with these Terms. ACF is in charge of resolving disputes between investors and intermediaries in relation to the breach of due diligence, fairness and transparency obligations by intermediaries, which include the request for sums of money up to €500,000. The right to submit complaints to ACF cannot be waived or restricted, even where the contract between the investor and the intermediary includes an arbitration clause which provides for the jurisdiction of different extrajudicial bodies. Information concerning the ACF is available at [www.acf.consob.it](http://www.acf.consob.it).
- 3.3 Records of complaints and their resolution will be retained in accordance with our internal retention and client confidentiality policies.

### 4. Bank Recovery and Resolution Directive

- 4.1 The Bank Recovery and Resolution Directive (BRRD) sets out resolution tools and powers for BRRD Resolution Authorities in relation to BRRD Entities and when such tools and powers can be used. The BRRD also contains limitations on EEA member states contributing public finances to absorb losses or recapitalise BRRD Entities. The use of such tools and powers and the limitations on use of public finances may affect BRRD Financial Instruments or liabilities or obligations owed by a BRRD Entity. Some of these resolution tools and powers are considered further in the Citi Disclosure Booklet.

- 4.2 As an EU regulated entity, we are subject to the BRRD. Under Article 55 of the BRRD, we are required to obtain, and you provide, your acknowledgement and acceptance that, regardless of any other terms of these Terms or any other agreement, arrangement or understanding between us:

- 4.2.1 any liability we owe you under or in connection with these Terms may be subject to Bail-In Action by the CBI as the relevant BRRD Resolution Authority;

- 4.2.2 you will be bound by the effect of any Bail-In Action in relation to any such liability; and

- 4.2.3 you will be bound by any variation of the terms of these Terms to give effect to the Bail-In Action.

Bail-In Actions may include (without limitation):

- 4.2.4 the CBI reducing or cancelling an amount we owe to you (including any accrued but unpaid interest); and

- 4.2.5 the CBI converting all or part of an amount we owe to you into shares (or other instruments of ownership), which may then be issued to, or conferred on, you.

- 4.3 We may offer, issue, or provide advice or other Services in relation to BRRD Financial Instruments and liabilities and obligations of BRRD Entities. In deciding to deal with us generally you confirm that you are aware of the resolution tools and powers which may be exercised in relation to a BRRD Entity. You are also aware of the potential consequences on any BRRD Financial Instrument or other liability or obligation of a BRRD Entity. You also confirm that you are aware that:

- 4.3.1 the tools and powers under the BRRD are subject to EEA member state implementation and that additional powers and tools may apply in EEA member states; and

- 4.3.2 non-EEA equivalents of BRRD Entities (this includes certain companies in the Citi Organisation) may be subject to similar resolution tools and powers in countries outside the EEA, including the UK.

## 5. Communications

### *Notices*

- 5.1 Any notice in connection with these Terms will be in writing and delivered to the last address notified by you to us in writing, which may include an email address. You can send notices and communications to us at our branch address above.

### *Language*

- 5.2 You may communicate with us in English and Italian. All our standard documents may be obtained in English and Italian.

## 6. Governing Law and Jurisdiction

- 6.1 These Terms and all non-contractual or other obligations arising out of or in connection with it and any related Services will be governed by and construed according to Italian law.
- 6.2 Italian law is taken by us as the basis for the establishment of relations with you prior to the conclusion of these Terms.
- 6.3 The Italian courts have exclusive jurisdiction to settle any disputes (including non-contractual disputes) which may arise out of or in connection with these Terms. We and you agree to waive any objection to proceedings in the Italian court on the grounds of inconvenient forum.

## Schedule 5 – Citibank Europe plc, Luxembourg Branch

The provisions of this schedule apply to you if you have accepted these Terms in relation to Services you receive from Citibank Europe plc, Luxembourg Branch. This schedule applies to you together with the provisions of the *General Terms* section above, which are supplemental to the provisions of this schedule. The *Conflicts of Interest* and *Definitions and Interpretation* sections also apply.

### 1. Regulation and Your Protection Rights

- 1.1 Our head office, registered address and principal place of business is at 31, Z.A. Bourmicht, L-8070 Bertrange, Grand Duchy of Luxembourg.
- 1.2 Our general email address is [luxquestions.privatebank@citi.com](mailto:luxquestions.privatebank@citi.com). Our VAT number is LU28120857.
- 1.3 We are a branch of Citibank Europe plc with Trade and Companies register number B200204. We are authorised in Luxembourg and supervised by the **Commission de Surveillance du Secteur Financier (CSSF)**. We appear on the CSSF register with reference number B00000395. Our registered office is at 31, Z.A. Bourmicht, 8070 Bertrange, Grand Duchy of Luxembourg.
- 1.4 Citibank Europe plc is registered in Ireland with company registration number 132781. It is regulated by the **Central Bank of Ireland** under reference number C26553 and supervised by the **European Central Bank**. Its registered office is at 1 North Wall Quay, Dublin 1, Ireland.
- 1.5 The contact address of the CBI is PO Box 559, Dublin 1. The contact address of the CSSF is 283, route d'Arlon, L-1150, Luxembourg, Grand Duchy of Luxembourg.

### 2. Complaints

- 2.1 For details of our procedure on complaints, please visit our website at <https://www.privatebank.citibank.com/client-support/how-to-make-a-complaint-emea>. This information is also available in writing on request.

### 3. Bank Recovery and Resolution Directive

- 3.1 The Bank Recovery and Resolution Directive (**BRRD**) sets out resolution tools and powers for BRRD Resolution Authorities in relation to BRRD Entities and when such tools and powers can be used. The BRRD also contains limitations on EEA member states contributing public finances to absorb losses or recapitalise BRRD Entities. The use of such tools and powers and the limitations on use of public finances may affect BRRD Financial Instruments or liabilities or obligations owed by a BRRD Entity. Some of these resolution tools and powers are considered further in the Citi Disclosure Booklet.
- 3.2 As an EU regulated entity, we are subject to the BRRD. Under Article 55 of the BRRD, we are required to obtain, and you provide, your acknowledgement and acceptance that, regardless of any other terms of these Terms or any other agreement, arrangement or understanding between us:
  - 3.2.1 any liability we owe you under or in connection with these Terms may be subject to Bail-In Action by the CBI as the relevant BRRD Resolution Authority;
  - 3.2.2 you will be bound by the effect of any Bail-In Action in relation to any such liability; and
  - 3.2.3 you will be bound by any variation of the terms of these Terms to give effect to the Bail-In Action.Bail-In Actions may include (without limitation):
  - 3.2.4 the CBI reducing or cancelling an amount we owe to you (including any accrued but unpaid interest); and
  - 3.2.5 the CBI converting all or part of an amount we owe to you into shares (or other instruments of ownership), which may then be issued to, or conferred on, you.
- 3.3 We may offer, issue, or provide advice or other Services in relation to BRRD Financial Instruments and liabilities and obligations of BRRD Entities. In deciding to deal with us generally you confirm that you are aware of the resolution tools and powers which may be exercised in relation to a BRRD Entity. You are also aware of the potential consequences on any BRRD Financial Instrument or other liability or obligation of a BRRD Entity. You also confirm that you are aware that:
  - 3.3.1 the tools and powers under the BRRD are subject to EEA member state implementation and that additional powers and tools may apply in EEA member states; and
  - 3.3.2 non-EEA equivalents of BRRD Entities (this includes certain companies in the Citi Organisation) may be subject to similar resolution tools and powers in countries outside the EEA, including the UK.

### 4. Communications

#### Notices

- 4.1 Any notice in connection with these Terms will be in writing and delivered to the last address we have for you, which may include an email address. You can send notices and communications to us at our address above.

## 5. Governing Law and Jurisdiction

- 5.1 These Terms and all non-contractual or other obligations arising out of or in connection with it and any related Services will be governed by and construed according to Luxembourg law.
- 5.2 Luxembourg law is taken by us as the basis for the establishment of relations with you prior to the conclusion of these Terms.
- 5.2 The Luxembourg courts have exclusive jurisdiction to settle any disputes (including non-contractual disputes) which may arise out of or in connection with these Terms. We and you agree to waive any objection to proceedings in the Luxembourg court on the grounds of inconvenient forum.

## Schedule 6 – Citibank Europe plc, Spain Branch

The provisions of this schedule apply to you if you have accepted these Terms in relation to Services you receive from Citibank Europe plc, Spain Branch. This schedule applies to you together with the provisions of the *General Terms* section above, which are supplemental to the provisions of this schedule. The *Conflicts of Interest and Definitions and Interpretation* sections also apply.

### 1. Regulation and Your Protection Rights

- 1.1 Our head office, registered address and principal place of business is at calle José Ortega y Gasset 29, Edificio Beatriz, 28006 Madrid.
- 1.2 Our general email address is [cpbiberia.suport@citi.com](mailto:cpbiberia.suport@citi.com). Our VAT number is W0073078H.
- 1.3 We are a branch of Citibank Europe plc operating in Spain in accordance with the passporting provisions set out under Applicable Law. We appear on the Bank of Spain's register with code number 1474 and are registered with the Commercial Registry of Madrid under sheet M-611240. As a branch of Citibank Europe plc, we are supervised by the **Central Bank of Ireland**, the **Bank of Spain** and by the **CNMV** in connection with the provision of investment services. We are also registered with the **Dirección General de Seguros y Fondo de Pensiones** to provide Insurance Intermediary services under the freedom of establishment regime in accordance with the passporting provisions set out under Applicable Laws.
- 1.4 Citibank Europe plc is registered in Ireland with company registration number 132781. It is regulated by the **Central Bank of Ireland** under reference number C26553. Its registered office is at 1 North Wall Quay, Dublin 1, Ireland.
- 1.5 The contact addresses of the regulators are as follows:

<b>Central Bank of Ireland</b>	PO Box 559, Dublin 1
<b>Bank of Spain</b>	calle Alcalá 48, 28014 Madrid, Spain
<b>CNMV</b>	calle Edison 4, 28006 Madrid, Spain
<b>Dirección General de Seguros y Fondo de Pensiones</b>	Paseo de la Castellana número 44, 28046 Madrid

### 2. Confirmations for Complex Products

- 2.1 If we warn you that we consider that a product is not appropriate for you, but you ask us to go ahead with the transaction, despite our warning, we will ask you to confirm that you are aware the product is not appropriate for you. If the product is complex, we will request you to hand-write, in the terms requested by the CNMV, that you are aware the product is not appropriate for you.
- 2.2 If you choose not to provide us with sufficient information regarding your knowledge and experience to enable us to determine the appropriateness of a Service or product, if the product is complex, we will request you to hand -write, in the terms requested by the CNMV, that you are aware the product is not appropriate for you.

### 3. Insurance Based Investment Products

We will provide you with details of applicable costs and charges for Insurance Based Investment Products separately and before you enter into an agreement with us for these services.

### 4. Complaints

- 4.1 For details of our procedure on complaints, please visit our website at <https://www.privatebank.citibank.com/client-support/how-to-make-a-complaint-emea>. This information is also available in writing on request.

#### *Financial Services and Pensions Ombudsman (FSPO)*

- 4.2 You also have a right to complain directly to the FSPO, which provides for an out-of-court complaint resolution procedure for independent determination, if you do not receive an answer or a satisfactory answer within one month from the date at which the complaint was sent to us. A complaint can be submitted online through the FSPO website at <https://www.fspo.ie>, and, where necessary, documentation relating to the complaint can be provided using the details below. You must do this within one year of you filing the complaint with us.

<b>Financial Services and Pensions Ombudsman (FSPO)</b>	
<b>Address</b>	Lincoln House, Lincoln Place, Dublin 2, D02 VH29, Ireland
<b>Phone</b>	+353 1 567 7000
<b>Email</b>	<a href="mailto:info@fspo.ie">info@fspo.ie</a>

- 4.3 The FSPO is a public institution which receives complaints from customers of the professionals subject to supervision by the CBI and acts as an intermediary to try to settle these complaints. The FSPO acts in its capacity as a dispute resolution body, under European legislation relating to the out-of-court resolution of consumer disputes adopted by Irish law through the Financial Services and Pensions Ombudsman Act 2017. The FSPO is registered on the list of alternative dispute resolution (ADR) bodies and on the list of ADR entities established and published by the European Commission. Further information including details of those who are eligible to complain can be obtained from the FSPO website at <https://www.fspo.ie>, or from your Private Banker. We do not currently use any ADR service for any clients who are not eligible to complain to the FSPO.
- 4.4 Records of complaints and their resolution will be retained in accordance with our internal retention and client confidentiality policies.

## Bank of Spain

- 4.5 You have the right to complain directly to the Bank of Spain at the *Departamento de Conducta de Mercado y Reclamaciones* if you did not receive an answer or a satisfactory answer within two months from the date the complaint was sent to us. A complaint can be submitted in paper to the following address or online following the process set out in the Bank of Spain's website below:

Banco de España	
Address	Departamento de Conducta de Mercado y Reclamaciones c/Alcalá 48 28014 Madrid
Website	<a href="http://www.bde.es">www.bde.es</a>

## Dirección General de Seguros y Fondo de Pensiones (DGSFP) for Insurance Distribution Services

- 4.6 You can submit a complaint to the Complaint Management Service of the DGSFP in the following ways:

Dirección General de Seguros y Fondo de Pensiones (DGSFP)	
Address	Paseo de la Castellana, 44, 28046 Madrid
Website	<a href="http://www.dgsfp.mineco.es">www.dgsfp.mineco.es</a>

- 4.7 To file the claim with the Complaint Management Service of the DGSFP, you will need to show evidence that the claim has already been filed with customer's complaint service of the insurance intermediary. You will also need to show that the insurance intermediary has already issued a resolution against the interest of the claimant, or it has not issued any resolution within the months following the filing date.

## 5. Bank Recovery and Resolution Directive

- 5.1 The Bank Recovery and Resolution Directive (BRRD) sets out resolution tools and powers for BRRD Resolution Authorities in relation to BRRD Entities and when such tools and powers can be used. The BRRD also contains limitations on EEA member states contributing public finances to absorb losses or recapitalise BRRD Entities. The use of such tools and powers and the limitations on use of public finances may affect BRRD Financial Instruments or liabilities or obligations owed by a BRRD Entity. Some of these resolution tools and powers are considered further in the Citi Disclosure Booklet.

- 5.2 As an EU regulated entity, we are subject to the BRRD. Under Article 55 of the BRRD, we are required to obtain, and you provide, your acknowledgement and acceptance that, regardless of any other terms of these Terms or any other agreement, arrangement or understanding between us:

5.2.1 any liability we owe you under or in connection with these Terms may be subject to Bail-In Action by the CBI as the relevant BRRD Resolution Authority;

5.2.2 you will be bound by the effect of any Bail-In Action in relation to any such liability; and

5.2.3 you will be bound by any variation of the terms of these Terms to give effect to the Bail-In Action.

Bail-In Actions may include (without limitation):

5.2.4 the CBI reducing or cancelling an amount we owe to you (including any accrued but unpaid interest); and

5.2.5 the CBI converting all or part of an amount we owe to you into shares (or other instruments of ownership), which may then be issued to, or conferred on, you.

- 5.3 We may offer, issue, or provide advice or other Services in relation to BRRD Financial Instruments and liabilities and obligations of BRRD Entities. In deciding to deal with us generally you confirm that you are aware of the resolution tools and powers which may be exercised in relation to a BRRD Entity. You are also aware of the potential consequences on any BRRD Financial Instrument or other liability or obligation of a BRRD Entity. You also confirm that you are aware that:

5.3.1 the tools and powers under the BRRD are subject to EEA member state implementation and that additional powers and tools may apply in EEA member states; and

5.3.2 non-EEA equivalents of BRRD Entities (this includes certain companies in the Citi Organisation) may be subject to similar resolution tools and powers in countries outside the EEA, including the UK.

## 6. Communications

### Notices

- 6.1 Any notice in connection with these Terms will be in writing and delivered to the last address we have for you, which may include an email address. You can send notices and communications to us at the branch address above.

## 7. Governing Law and Jurisdiction

- 7.1 These Terms and all non-contractual or other obligations arising out of or in connection with it and any related Services will be governed by and construed according to Spanish law.

- 7.2 Spanish law is taken by us as the basis for the establishment of relations with you prior to the conclusion of these Terms.

- 7.3 The courts of Madrid City Spain have exclusive jurisdiction to settle any disputes (including non-contractual disputes) which may arise out of or in connection with these Terms. We and you agree to waive any objection to proceedings in the Madrid City court on the grounds of inconvenient forum.

## Schedule 7 – Citibank, N.A., London Branch

The provisions of this schedule apply to you if you have accepted these Terms in relation to Services you receive from Citibank N.A., London Branch. This schedule applies to you together with the provisions of the *General Terms* section above, which are supplemental to the provisions of this schedule. The *Conflicts of Interest* and *Definitions and Interpretation* sections also apply.

### 1. Regulation and Your Protection Rights

1.1 We are a branch of Citibank, N.A. The address of our UK establishment office, head office, registered office and principal place of business is Citigroup Centre, 25 Canada Square, Canary Wharf, London E14 5LB. We are registered as a branch in England with UK establishment number BR001018 and on the Financial Services Register under reference number 124704.

1.2 In the UK, we are authorised by the **Prudential Regulation Authority** and subject to regulation by the **Financial Conduct Authority** under reference number 124704. Details about the extent of our regulation by the Prudential Regulation Authority are available from us on request. The contact address of each are as follows:

Financial Conduct Authority	Prudential Regulation Authority
12 Endeavour Square London E20 1JN	20 Moorgate London EC2R 6DA

1.3 Our general email address is [ukquestions.privatebank@citi.com](mailto:ukquestions.privatebank@citi.com) and our VAT number is GB 429 6256 29.

1.4 Citibank, N.A. is registered in the US with RSSD ID number 476810 and holds charter no. 1461 issued by the **Comptroller of the Currency**. Citibank, N.A.'s primary federal regulator is the Office of the Comptroller of the Currency.

1.5 The locations of the offices of Citibank N.A are as follows:

Principal place of business	Registered office
388 Greenwich Street New York 10013 US	701 East 60th Street North Sioux Falls South Dakota 57104 US

### 2. Advisory Service

#### *Unregulated Collective Investment Schemes*

Unless you tell us otherwise in your Risk Profile Form, as part of our Advisory Service, we may arrange transactions for you in units in Unregulated Collective Investment Schemes.

### 3. Insurance Based Investment Products

We will provide you with details of applicable costs and charges for Insurance Based Investment Products separately and before you enter into an agreement with us for these services.

### 4. Inducements

In addition to provisions on inducements in the General Terms, where you are a Retail Client, neither we nor any entity within Citigroup will solicit or accept any Third-Party commissions, remuneration or benefits of any kind in relation to any personal recommendations or non-advised transactions, except in limited circumstances permitted by Applicable Law. These may include circumstances in which we receive trail commission (a percentage fee which is taken out of the sum of the relevant investments each year) in relation to personal recommendations relating to certain investments in Retail Investment Products made prior to 31 December 2012.

### 5. Your Money

The client money rules contained in the Client Assets Sourcebook part of the FS Handbook do not apply.

### 6. Complaints

6.1 For details of our procedure on complaints, please visit our website at <https://www.privatebank.citibank.com/client-support/how-to-make-a-complaint-emea>. This information is also available in writing on request.

#### *Financial Ombudsman Service*

6.2 You also have a right to complain directly to the Financial Ombudsman Service if you are dissatisfied with the outcome of any subsequent investigation into your complaint, or if you feel that we have not conducted the business throughout in conformity with these Terms. You must do this within six months of us sending you our final response regarding your complaint. We are regulated by the FCA in the conduct of investment business.

- 6.3 The Financial Ombudsman Service is a free and independent statutory dispute-resolution scheme for financial services. Further information including details of those who are eligible to complain can be obtained from the Financial Ombudsman Service at <http://www.financialombudsman.org.uk> or from your Private Banker. We do not currently use any alternative dispute resolution service for any clients who are not eligible to complain to the Financial Ombudsman. The Financial Ombudsman can be contacted at:

The Financial Ombudsman Service (FOS)	
Address	Exchange Tower London E14 9SR
Email	<a href="mailto:complaint.info@financial-ombudsman.org.uk">complaint.info@financial-ombudsman.org.uk</a>
Tel	0800 0234 567 or 0300 1239 123
Website	<a href="http://www.financial-ombudsman.org.uk">www.financial-ombudsman.org.uk</a>

- 6.4 Records of complaints and their resolution will be retained in accordance with our internal retention and client confidentiality policies.

## 7. Compensation Scheme

- 7.1 We are covered by the UK Financial Services Compensation Scheme (the **Scheme**). The Scheme provides eligible complainants with the compensation below if we are unable to meet our responsibilities to you. You may ask us for a statement that describes your rights to compensation if we are unable to meet our responsibilities to you.

Claims Relating to	Limit (GBP)*
Deposits	85,000 per depositor per authorised firm. Certain deposits, known as temporary high balances, may qualify for compensation more than 85,000
Investment Business	100% of 85,000
General Insurance Mediation Activities	90% of the claim with no upper limit
Mortgage mediation activities	100% of 85,000

\*As at March 2023. Up-to-date information on the limits applicable under the Scheme are available at: <http://www.fscs.org.uk>.

- 7.2 If we arrange for you to enter into an insurance product with a third-party insurer, you should be aware that the Scheme will only cover a situation where we cannot meet our obligations and not where the third-party insurer is unable to do so. This is unless that third-party insurer is separately covered by the Scheme.
- 7.3 We will provide further information on the conditions governing compensation and the process to be completed to obtain compensation on request. More detailed information on the Scheme is also available from the Scheme's website <http://www.fscs.org.uk> or you can contact the Scheme at:

Address	P.O. Box 300, Mitcheldean, GL17 1DY
Telephone	020 7741 4100
Email	<a href="mailto:enquiries@fscs.org.uk">enquiries@fscs.org.uk</a>

- 7.4 Where a provider of products is outside the UK, the Scheme will not apply to it. Accordingly, the Scheme may only apply if there is an issue as to the way in which Services in relation to a relevant product were provided and not the product itself.

## 8. Bank Recovery and Resolution Directive

- 8.1 The Bank Recovery and Resolution Directive (**BRRD**) sets out resolution tools and powers for BRRD Resolution Authorities in relation to BRRD Entities and when such tools and powers can be used. The BRRD also contains limitations on EEA member states contributing public finances to absorb losses or recapitalise BRRD Entities. The use of such tools and powers and the limitations on use of public finances may affect BRRD Financial Instruments or liabilities or obligations owed by a BRRD Entity. Some of these resolution tools and powers are considered further in the Citi Disclosure Booklet.
- 8.2 We may offer, issue, or provide advice or other Services in relation to BRRD Financial Instruments and liabilities and obligations of BRRD Entities. In deciding to deal with us generally, and in any particular case, you confirm that you are aware of the resolution tools and powers under the BRRD which may be exercised in relation to a BRRD Entity and the potential consequences on any BRRD Financial Instrument or other liability or obligation of a BRRD Entity.
- 8.3 You also confirm that you are aware that:
- 8.3.1 the tools and powers under the BRRD are subject to EEA member state implementation and that additional powers and tools may apply in EEA member states; and
  - 8.3.2 non-EEA equivalents of BRRD Entities (which includes certain companies in the Citi Organisation) may be subject to similar resolution tools and powers in jurisdictions outside the EEA, including the UK.

## 9. Communications

### *Notices*

9.1 Any notice in connection with these Terms will be in writing and delivered to the last address we have for you (which may include an email address). You can send notices and communications to us at address above.

## 10. Governing Law and Jurisdiction

10.1 These Terms and all non-contractual or other obligations arising out of or in connection with it and any related Services will be governed by and construed according to the law in England and Wales.

10.2 English law is taken by us as the basis for the establishment of relations with you prior to the conclusion of these Terms.

10.3 The courts of England and Wales have exclusive jurisdiction to settle any disputes (including non-contractual disputes) which may arise out of or in connection with these Terms. We and you agree to waive any objection to proceedings in the English court on the grounds of inconvenient forum.

## Conflicts of Interest

### 1. Conflicts of Interest

1.1 We are involved in a wide range of banking services, financial and investment advisory services, investment management services, securities trading and brokerage services, and other commercial and other investment banking products and services to a wide range of individuals and organisations and we or any Citi Organisation may at times have interests which conflict with those of our or their clients. We aim to treat our clients fairly, suitably and appropriately. One of the ways in which we seek to achieve these aims is to have regard to the conflicts of interest that may arise through our business activities where such conflicts may involve a material risk of damage to its clients.

1.2 We are required under Applicable Law to maintain and operate effective organisational and administrative arrangements with a view to taking all appropriate steps to identify, monitor, prevent or manage such conflicts of interest. We have put in place a policy to meet this obligation and set out below is a summary of that policy and the key information that is needed by clients to understand the measures we are taking to safeguard the interests of our clients.

#### ***What is a conflict of interest?***

1.3 A conflict of interest or potential conflict of interest may arise where we or any Citi Organisation may:

- deal as principal for our, or its own, account by selling to you or buying from you the investment concerned and thereby (but only where permitted by Applicable Law) make a profit (or loss) or take a mark-up, mark-down or credit for our or its own account;
- act on behalf of you and an affiliate or a Third Party client or investor in the same transaction, and (subject always to Applicable Law) receive and retain commission or other charges from both parties, with the price of the transaction being different from the bid or offer price;
- act in relation to investments where any of us is involved in a new issue, rights issue, take-over or similar transaction concerning the investments;
- execute a transaction for or with you in circumstances where we or such Citi Organisation have knowledge of other actual or potential transactions in the relevant investment;
- hold a position in, or trade, deal or make markets in, investments purchased or sold by you; or
- act as adviser or banker to, or have any other business relationships with, or interest in, the issuer (or any of its associates or advisers) of any investments purchased or sold by you or advise or act as banker to any person in connection with a strategic transaction in relation to such investments, including but not limited to, a merger, acquisition or take-over by or for any such issuer (or associates or advisers).

#### ***How do we manage a conflict of interest?***

1.4 We have implemented and maintain several procedures and measures for managing conflicts of interest that arise during our business. Such measures include, but are not limited to, the following:

- transaction registration systems to identify specific situations where there are competing or adverse interests;
- oversight and approval by product committees, independent from the directly involved Citi representatives, covering (among other matters) transaction and product pricing, placing, and structure;
- structural separation, which may be physical or otherwise, including but not limited to information barriers, compensation arrangements and/or management and supervisory structures;
- oversight of contact between and within businesses whose clients have adverse or competing interests with the clients of other business units; and
- regulation of personal investment and business activities of Citi Organisation employees by the Citibank compliance teams to prevent conflicts of interest arising against the interests of clients.

1.5 Where these measures are not sufficient to ensure, with reasonable confidence, that risks of damage to the interests of one or more clients will be prevented, we will be required to clearly disclose a specific description of the conflicts of interest. In doing this, we will explain to the client the general nature and/or sources of the conflicts of interest, as well as the risks that arise as a result and the steps taken to mitigate those risks, in sufficient detail to enable that client to make an informed decision as to whether to proceed. If we believe there is no practicable way of preventing damage to the interests of one or more clients, we may decline to act.

#### ***Authorisation in relation to Investments***

1.6 You authorise us or any Citi Organisation to act as counterparty, principal, agent, underwriter or broker while buying and selling or otherwise dealing with investments for your account or when performing foreign exchange Services in connection with these transactions. If we act in any of these capacities, you authorise us or any Citi Organisation to receive, directly or indirectly, Fees or other profits or benefits, for each Service, task or function performed, in addition to any Fees applicable to your account.

1.7 You accept that securities of companies that we may advise on or buy, sell or recommend for your account may have directors or officers who are also directors or officers of Citi Organisations or have banking or other relationships with us.

## Definitions and Interpretation

In these Terms, any statutory provision includes a reference to the statutory provision as modified or re enacted or both from time to time (whether before or after the date of these Terms) and any subordinate legislation made or other thing done under the statutory provision (whether before or after the date of these Terms), and the following words and expressions have the following meanings:

**ACPR** means the *Autorité de contrôle prudentiel et de résolution* which is the public body entrusted with the prudential supervision of credit institutions and branches of credit institutions operating in France in coordination with the European Central Bank, whose offices are located at 4, place de Budapest, 75009 Paris, France and which can be accessed online at <https://acpr.banque-france.fr>;

**Advisory Service** means the advisory services that we provide as set out in the *Services We Provide* section above;

**AMF** means the *Autorité des marchés financiers* in France, which is the public body responsible for the protection of savings invested in financial products, investors' information and the proper operation of financial markets, whose offices are located at 17, place de la Bourse, 75002 Paris, France and which can be accessed online at [www.amf-france.org](http://www.amf-france.org);

**Applicable Law** means applicable domestic or European law, regulations, legal process, courts, regulatory codes of conduct and guidance and agreements with or between Authorities, in any jurisdiction, including, but not limited to the IDD, the 2018 Law, the FSMA Act, the Criminal Justice Act 1993, the MiFID, the MiFID Regulations, IDD, the FMFC, the CBI Acts 1942-2017, together with the CBI Reform Act 2010, the CBI (Supervision and Enforcement) Act 2013 as well as any implementing regulations and guidance, the EU General Data Protection Regulation 2016/679 (GDPR), the Data Protection Act 2018, the Federal Data Protection Act, the Swiss Federal Act on Data Protection, the FS Handbook, the Legislative Decree of 24 February 1998, No. 58 (TUF), the Directive (EU) 2014/65 of the European Parliament and the Council, the Regulation (EU) 600/2014 of the European Parliament and the Council (MIFIR), the Legislative Decree of 1 September 1993, No. 385 (TUB), the Consob and Banca d'Italia regulations, the Legislative Decree of 21 November 2007, No. 231, or the Luxembourg Law of 1 August 2018 on the organisation of the National Commission for Data Protection and implementation of Regulation (EU) 2016/679), the rules and regulations of the Panel on Take-Overs and Mergers, the rules and customs of any Exchange or market and/or any Clearing House (as defined in the FS Handbook) through which any transaction is executed;

**BaFin** means the *Bundesanstalt für Finanzdienstleistungsaufsicht* in Germany, the public body entrusted with the supervision of banks and financial services providers, insurance undertakings and securities trading, whose offices are located at Graurheindorfer Str. 108, 53117 Bonn and MarieCurie-Str. 24-28, 60439 Frankfurt, Germany;

**Banca d'Italia** means the Italian supervisory authority for the banking sector;

**Bank of Spain** means the *Banco de España*, the public body entrusted with the prudential supervision of credit institutions and branches of credit institutions operating in Spain in coordination with the European Central Bank, whose offices are located at calle Alcalá 48, 28014 Madrid, Spain and which can be accessed online at [www.bde.es](http://www.bde.es);

**Citigroup** means all direct and indirect subsidiaries of Citigroup Inc. from time to time throughout the world;

**CNMV** means the *Comisión Nacional del Mercado de Valores*, the public body in Spain entrusted with the prudential supervision of investment firms and the provision of investment services, whose offices are located at calle Edison 4, 28006 Madrid, Spain and which can be accessed online at [www.cnmv.es](http://www.cnmv.es);

**Consob** means the Italian National Commission for listed companies and stock exchange;

**Consumer Code** means the Luxembourg Code de Consommation (which includes, among others, the Luxembourg law of 8 April 2011 concerning the introduction and implementation of a Luxembourg Consumer Code as amended from time to time and any other Applicable Law, implementing regulations and guidance);

**Country Schedule** means a schedule of these Terms relating to the location from where the Services under these Terms are provided;

**CPB** means Citi Private Bank;

**CPB Account** means your CPB account established with any CPB Booking Vehicle;

**CPB Account Terms** means the Banking and Investment Services Terms or General Terms and Conditions you have entered into with a CPB Booking Vehicle, as they may be amended from time to time;

**CPB Booking Vehicle** means CPB operating through any of the following entities or branches: Citibank Europe plc, London Branch, Citibank Europe plc, Luxembourg Branch, Citibank, N.A., Geneva, Hong Kong, Jersey, London, Singapore, and Zurich; and Citibank (Switzerland) AG; and any other legal vehicle within Citigroup with which you have an account designated as a CPB Account;

**Data Protection Act 2018** means Organic Law 3/2018, of December 5 on the protection of personal data and digital rights;

**Data Protection Law** means *Loi n° 78-17 du 6 janvier 1978 relative à l'informatique, aux fichiers et aux libertés*;

**DGSFP** means *Dirección General de Seguros y Fondos de Pensiones* which is the public body in Spain entrusted with the prudential supervision of insurance companies, insurance intermediaries and pension funds operating in Spain whose offices are located at Paseo de la Castellana número 44, 28046 Madrid) and which can be accessed online at [www.dgsfp.mineco.es](http://www.dgsfp.mineco.es);

**FSMA Act** means the Financial Services and Markets Act 2000;

**Financial Instrument** will have the meaning given to it in Applicable Law (including but not limited to the MiFID Regulations);

**FMFC** means the French Monetary and Financial Code (*Code monétaire et financier*);

**General Terms** means the section of these Terms entitled *General Terms*;

**IBIP** means **Insurance-based investment product** i.e., a life insurance product offering a maturity or surrender value and where that maturity or surrender value is wholly or partially exposed, directly or indirectly, to market fluctuations;

**IDD** means the Insurance Distribution Directive 2016/97, as well as any developing and implementing rules, including local transpositions as applicable;

**MiFID** means Directive 2014/65/EU of the European Parliament and of the Council of 15 May 2014 on markets in financial instruments (as amended from time to time) as well as any implementing regulations or guidance;

**MiFID Regulations** means the regulations that implement MiFID, including the Irish European Union (Markets in Financial Instruments) Regulations 2017 (S.I. 375 of 2017), the Spanish Royal Legislative Decree 4/2015, of 23 October which approves the reinstated text of the Securities Market Law, the 2018 Law, the MiFID Law, and the German Securities Trading Act (*Wertpapierhandelsgesetz*), as well as any implementing regulations or guidance;

**Non-Advised Service** means services where we will buy and sell investments for your account, solely in response to your instructions in relation to which we offer no advice and make no recommendation and as described in the *Services We Provide* section above;

**Services** means the services (namely Advisory Services and Non-Advised Services) set out in these Terms in relation to our products;

**Terms** means these terms of business for investment advisory services;

**Trading Venue** will have the meaning given to it in the MiFID Regulations and any other Applicable Law, implementing regulations and guidance; and

**Unregulated Collective Investment Scheme** means a collective investment scheme (as defined in section 235 of the FSMA Act), which is not: an investment company with variable capital; or an authorised unit trust scheme; or a recognised scheme (as these terms are defined in the FS Handbook).

In these Terms, references to paragraphs, section, clauses or schedules are references to paragraphs, sections, clauses or schedules of these Terms.

## Interpretation

In these Terms, a reference to:

- a statutory provision includes a reference to the statutory provision as modified or re enacted or both from time to time (whether before or after the date of these Terms) and any subordinate legislation made, or other thing done under the statutory provision (whether before or after the date of these Terms);
- any reference to a legal entity includes any legal entity which takes over from it or to which it transfers its rights under these Terms;
- a document is a reference to that document as modified or replaced from time to time (unless we say otherwise);
- a person includes a reference to a corporation, body corporate, association or partnership;
- the singular includes the plural and vice versa, unless the context otherwise requires;
- a time of day is a reference to the time in the UK, Jersey or Luxembourg as the context requires, unless we say otherwise; and
- a clause, section, paragraph, chapter or schedule, unless the context otherwise requires, is a reference to a clause, section, paragraph, chapter or schedule to these Terms or its schedules.

The headings in these Terms have been provided to assist you in reading them but should not be considered when interpreting the meaning of any part of these Terms.

Citibank Europe plc is registered in Ireland with number 132781, with its registered office at 1 North Wall Quay, Dublin 1. Citibank Europe plc is regulated by the Central Bank of Ireland. Ultimately owned by Citigroup Inc., New York, USA.

Citibank Europe plc, France Branch, 21-25 rue Balzac, 75008 Paris, France – email address france.questions.privatebank@citi.com. Registered in the Trade and Company register of Paris under number 814664892 – VAT number: FR51814664892. Supervised and authorized by Autorité de contrôle prudentiel et de résolution and by the Autorité des marchés financiers in connection with the provision of investment services. As a branch of Citibank Europe plc, Citibank Europe plc, France Branch is regulated and authorised by the Central Bank of Ireland.

Citibank Europe plc, Germany Branch, Reuterweg 16, 60323 Frankfurt am Main, Germany is a branch of Citibank Europe plc, and is registered by BaFin in connection with the provision of investment services with ID number 10149184. Citibank Europe plc, Germany Branch is under the supervision of the European Central Bank. VAT number: DE31 6454 995.

Citibank Europe plc, Italy Branch is a branch of Citibank Europe plc, with registered office in Italy at Milan, Via dei Mercanti number 12, fiscal code and VAT code number 09230080963, registered with Camera di Commercio di Milan with number 2077097 and with the Albo delle Banche at number 8051. Citibank Europe plc, Italy Branch is under the supervision of the European CBI.

Citibank Europe plc, Luxembourg Branch is a branch of Citibank Europe plc with trade and companies register number B 200204. It is authorised in Luxembourg and supervised by the Commission de Surveillance du Secteur Financier. It appears on the Commission de Surveillance du Secteur Financier register with company number B00000395. Its business office is at 31, Z.A. Bourmicht, 8070 Bertrange, Grand Duchy of Luxembourg. Citibank Europe plc is registered in Ireland with company registration number 132781. It is regulated by the Central Bank of Ireland under the reference number C26553 and supervised by the European Central Bank. Its registered office is at 1 North Wall Quay, Dublin 1, Ireland.

Citibank Europe plc, Spain Branch, c/José Ortega y Gasset 29, Edificio Beatriz, 28006 Madrid, Spain – email address: cpbiberia.suport@citi.com. Registered in the Commercial Registry of Madrid under sheet M-611240 (Volume 33964, Book O, Secc. 8ª, Page 130, Insc. 1ª) – VAT number: W0073078H. Supervised and authorized by the Bank of Spain and by the CNMV in connection with the provision of investment services. As a branch of Citibank Europe plc, Citibank Europe plc, Spain Branch is regulated and authorised by the Central Bank of Ireland.

Citibank, N.A., London Branch is a branch of Citibank N.A., which is authorised and regulated by the Office of the Comptroller of the Currency of the US. Citibank, N.A., London Branch is also authorised by the Prudential Regulation Authority and subject to regulation by the Financial Conduct Authority and limited regulation by the Prudential Regulation Authority. Details about the extent of our regulation by the Prudential Regulation Authority are available from us on request.

Citibank N.A., London Branch is registered as a branch in England with UK establishment number BR001018 and on the Financial Services Register under reference number 124704. Citibank N.A.'s UK establishment office address is Citigroup Centre, Canada Square, Canary Wharf, London E14 5LB.

Citibank N.A. is registered in the US with RSSD ID number 476810 and holds charter no. 1461 issued by the Comptroller of the Currency. Citibank, N.A.'s principal place of business is 388 Greenwich Street, New York, NY 10013, US. Its registered office is at 701 East 60th Street, North Sioux Falls, South Dakota 57104, US.

**INVESTMENT PRODUCTS: NOT FDIC INSURED • NOT GOVERNMENT INSURED • NO BANK GUARANTEE • MAY LOSE VALUE**