

# The Citi Private Bank Client Web Site Terms And Conditions And User Agreement

This Web site Terms and Conditions and User Agreement was updated on 19 March 2010. You should retain a copy of this Agreement and Terms and Conditions for your records. The Citi Private Bank Client Web Site is a service provided to you directly by Citigroup Inc.

## Scope of Agreement

This “Citi Private Bank Client Web Site Terms and Conditions and User Agreement”, together with the “client Web site Enrollment Form” and, if applicable, the “client Web site Online Transactions Enrollment Form” (collectively referred to as “the Agreement”) represent the entire agreement between you and us with regard to your access to and use of the Web site and the Services, as defined herein.

The Agreement governs access to and use of Services via the Web site including electronic access to information about your Citi Private Bank accounts. Before you or your designated Third Party User can use the Services or access the Web site, you must execute the client Web site Enrollment Form and, if applicable, the client Web site Online Transactions Enrollment Form, and agree to all terms of the Agreement.

The Agreement is in addition to, and does not modify, any other agreement, including amendments to any such agreement, that you have signed governing your relationship with Citibank. Accounts and other services made available to you via the Web site will remain governed by separate agreements between you and us, although those agreements will be deemed to have been supplemented by the terms of the Agreement when you access them via the Web site. By accessing the Web site and using the Services or designating a Third Party User to access and use the Web site in connection with your accounts, you agree to comply with all rules or restrictions contained in the Agreement, as modified from time to time.

The terms of the Agreement are effective as of the date you signed the client Web site Enrollment Form.

The most recent version of the Agreement and the last date on which it was modified are available from your private banker. By accessing or having your designated Third Party User access the Web site, you will be conclusively presumed to have notice of the most recent version of this Agreement. Therefore, please make sure you review the terms of this Agreement from time to time, particularly if the most recent revision date is after the date on which you last reviewed them. If you or your designated Third Party User uses the Web site and the Services after notification of a change in this Agreement, you will be bound by all such changes.

If you have any questions about the terms of this Agreement, please contact your private banker.

**You expressly consent to be governed by the entire Agreement as described.**

**In addition, you agree to the following:**

- You request access generally to the Web site for you or your designated Third Party User.
- You request that information and Services be made available to you and/or your designated Third Party User on the Web site for each account designated by you in the client Web site Enrollment Form and, if applicable, the client Web site Online Transactions Enrollment Form, or that you have otherwise designated to your private banker or relationship officer for this purpose (referred to below as “**Designated Accounts**”). You acknowledge that you understand that all accounts within an Entitlement Group will be visible in the Relationship Report.
- You consent to receive this Agreement and all future notices, information and regulatory disclosures in electronic form (see “**Consent to Electronic Delivery of Notices, Disclosures, etc.**” below) and you confirm that you or the Third Party User have available the software and hardware required to view and retain such information. Where you are not the party who will access the Web site, then you agree to rely exclusively on your chosen Third Party User as your agent to inform you of notices and information posted.
- If you are the party who will access the Web site, you agree to provide us with your external e-mail address and to notify us promptly if your external e-mail address changes via the Citi Private Bank client Web site Preferences link.
- You acknowledge and agree that you have read and agree to be bound by this Agreement.
- You acknowledge that during your use or the use by your designated Third Party User of the Web site, information about you, your accounts, and your relationship with the Citi Private Bank may be transferred cross-border, and you release us from any duty we might otherwise have to observe the banking secrecy laws of any relevant jurisdiction.

- You agree to comply with all rules or restrictions contained in this Agreement, as modified from time to time.
- You should download, print out or otherwise retain a copy of this Agreement and the Terms and Conditions for your records.
- If you are the party who will access the Web site, you should select the Preferences link on the Web site Home Page and select Alerts and Notifications to provide us with your external e-mail address.

## Special Provisions for Trust and PIC Accounts of Cititrust

If one or more of the Designated Accounts is owned by a Citibank affiliate (“**Citi Trust**”) as trustee, or a private investment company (“PIC”), Foundation, or other entity administered by Citi Trust, then each individual settlor of the trust or beneficial owner of the Account Holder by signing the Client Web Site Enrollment Form agrees, directs, and requests that, pursuant to Citi Trust’s published Terms and Conditions as amended from time to time, Citi Trust and the Account Holder shall:

- Execute the client Web site Enrollment Form and, if applicable, the client Web site Online Transactions Enrollment Form, and be bound by the Web Site Terms and Conditions and User Agreement;
- Authorize delivery to the individual settlor, beneficial owner or a Third Party User, via the Web site, of information about each such Designated Account;
- Authorize the relevant Citibank branch(es) and/or affiliate(s), wherever located, to provide information to the individual settlor, beneficial owner, or a Third Party user about such Designated Accounts, including account summaries and statements (“**Account Information**”), via the Web site, on the terms and conditions set forth in this Agreement;
- Disclose the individual settlor or beneficial owner’s beneficial interest in such Account Holder to the relevant Citibank branch(es) and/or affiliate(s); and
- Acknowledge that since information about the Designated Accounts and the settlor’s or beneficial owner’s beneficial interest in the Designated Accounts and Trust, PIC, or Foundation that hold such Designated Accounts may reside on a server anywhere in the world where we maintain client information, including the United States and Switzerland, third parties, including official bodies and authorities and private persons, may be able to compel Citibank to disclose such beneficial interest, and expressly accept the consequences that may result from such linkage and disclosure.

## Defined Terms

“**Citi Private Bank**,” “**CPB**” and “**we**,” “**us**,” or “**our**,” refers to the Citi Private Bank. Citi Private Bank is a business of Citigroup Inc., providing products and services to private banking clients through various Citigroup affiliates, including Citibank, N.A., Citigroup Trust-Delaware, N.A., Citicorp North America, Inc., Citicorp Trust, N.A., Citicorp Trust South Dakota, Cititrust (New Jersey) Limited, Citigroup Global Markets Inc., and Citibank International PLC, Citibank (Switzerland) AG, Cititrust (Bahamas) Ltd., Cititrust (Cayman) Ltd., Cititrust (Jersey) Ltd., Cititrust (Singapore) Ltd., Cititrust Switzerland) Limited, Cititrust Private Trust (Cayman) Limited, Cititrust Private Trust Zurich GmbH, and Citibank International.

“**Citibank**” means Citigroup Inc. and any of its affiliates, successors or assigns.

“**Cross-Border Access**” has the meaning given below in the ‘Cross Border Data Transfer and Secrecy Waiver’ section of this Agreement.

“**Entitlement Group**” is the linkage between our Demographic and Financials information to create of a unified view for client reporting.

“**Information**” means on-line account status, securities quotations, research commentaries, and news stories and any other information, including notices, disclosures, and regulatory information, provided through the Web site by Citibank or any unaffiliated third party vendor (“**Other Information Provider**”).

“**Information provided by you**” means any information provided by you regarding your investment objectives, risk tolerance levels or interest in particular products or services, and your transactions via the Web site, including any data we compile from your usage of the Web site.

“**Other Software Supplier**” means any unaffiliated supplier of software used on, or used to access, the Web site.

“**Payee**” means any third party of whatever nature to whom you request (via the Web site) that we transfer or attempt to transfer funds, from one of your accounts.

“**Relationship Report**” is a consolidated summary of your personal and business accounts with Citi Private Bank.

“**The Services**” refers to the electronic services made available to you or a Third Party User by us on the Internet via the Web site, including as described in this Agreement.

“**Web site**,” “**the site**,” or “**client Web site**” refers to the Citi Private Bank client Web site accessible at [www.citiprivatebank.com](http://www.citiprivatebank.com).

“**You**,” “**your**,” and “**yours**” refer to the Account Holder requesting access to the Web site and the Services directly or through a designated Third Party User. Where the context so admits, “**You**,” “**your**,” and “**yours**” may also mean any “**Third Party Users**” - persons that you have authorized to access your account information as the “Web User” in the client Web site Enrollment Form. “**You**,” “**your**,” and “**yours**” may also mean the settlors or donors of a trust or the beneficial owner(s) a private investment company, Foundation or other entity which is Account Holder.

“**Your Personal Information**” has the meaning given below in the ‘Cross Border Data Transfer and Secrecy Waiver’ section of this Agreement.

## Third Party Users

You can grant access to your account information and the Services via the Web site to one or more individuals designated by you (referred to in this Agreement as **"Third Party Users"**) through the client Web site Enrollment Form. Please contact your private banker or relationship officer if you wish to grant access to a Third Party User or update the list of Third Party Users authorized to access such information via the Web site.

As explained below in the **Terms Governing Your User Name and Identity Authentication**, your User Information is your private entry key into the Web site. You should never share it with anyone, including any Third Party Users. Identifier requirements and procedures for changing your User Information from time to time will be provided on the Web site.

## Cross Border Data Transfer and Secrecy Waiver

**We currently intend to provide the Services to you through facilities located either in the country where your account is located or outside such country.** In addition, in order to create and maintain a user profile for you, to perform and administer this Agreement and your account(s), including as a result of transactions and funds transfers requested by you, if applicable, and to provide the Services to you via the Web site, we may need to access, send, disclose, and otherwise use and process (**"Process"**) information (including personal data) about you, your accounts, any Payees and their account information and other personal data, and your relationship with us (together, **"Your Personal Information"**) to, from, or through Citi Private Bank branches, affiliates or service providers (including Citi Private Bank affiliates with which you maintain an account relationship) and unaffiliated third parties that are located in or outside of the country where your account relationship is maintained, and Your Personal Information may temporarily or permanently reside and be Processed in locations outside of the said country, and such information therefore may be subject to supervision by the regulatory authorities in each jurisdiction where services are performed or information resides (**"Cross-Border Access"**). If you are a resident of the European Union or Switzerland, such other countries may not offer "adequate protection" for the purposes of directive 95/46/EC of the European Union (as amended) or the Swiss Data Protection Act, and you hereby give your consent to the same.

In consideration of the Services provided to you, you hereby authorize and consent to such Cross-Border Access. In addition, you hereby release us from any duty we might otherwise have to observe the bank secrecy laws of any relevant jurisdiction, and you authorize us to Process Your Personal Information via the Internet, from inside and outside the country where you maintain your account relationship with us and from inside and outside the country where your accounts with us are booked and/or serviced. You also hereby authorize us to disclose to other Citi Private Bank offices such information regarding you (including, in the case of accounts held in the name of a private investment company, trust or other entity, information about the beneficial owner(s) or donors thereof), your accounts and your relationship with us as may be required from time to time to provide such Services to you. You expressly acknowledge and agree that in doing so Your Personal Information will be subject to Cross-Border Access.

You also acknowledge that the information available to you via the Web site, including Your Personal Information, can become subject to the legal systems and laws in force in each state or country (a) where it is held, received or stored by you or us, (b) from where it is accessed by you or us, or (c) through which it passes. You understand that Your Information can become subject to disclosure pursuant to the laws of those states or countries and you acknowledge and accept the consequences that may result from such disclosure. In addition, because your account(s) may include information about more than one individual (e.g., where you maintain a joint account) and about your business relations with Citi Private Bank and its affiliates, you acknowledge and accept that statements released to comply with legal process may contain information regarding your relationship with these individuals and with us and our affiliates.

If your account is held in or transferred by you to London or Jersey, you agree that the "Confidentiality", "Consent to Transfer of Data" and "Transfer of Data Abroad" sections of Citibank's Banking and Investment Terms (as amended from time to time) shall also apply to the Services and this Agreement.

If your account is held in or transferred by you to Switzerland, you expressly instruct Citibank (Switzerland) AG and Citibank N.A. Swiss branches to release information about you, your accounts and your relationship with them to us.

## Potential Disclosure of Consolidated and Linked Account Information

In order to enable you, and any Third Party Users authorized by you, to access the Services, perform transactions, if applicable, and view information about your accounts via the Web site, we must transfer information about those accounts to the Web site from the Citibank branch, subsidiary or affiliate where the accounts are held, and then consolidate and link that information to you and to any and each other person that is permitted to have access to that information via the Web site. This information may reside, temporarily or permanently, on the Web site, and will be subject to the legal systems and laws in force in the State of New York, USA. You expressly acknowledge and agree, therefore, that your ability and the ability of other authorized persons to access and download such account information via the Web site may enable third parties, including official bodies and authorities and private persons, to compel us to disclose your interest therein and/or your relationship to other persons that have an interest therein, and you accept the consequences that may result from such linkage and disclosure.

## Consent to Electronic Delivery of Notices, Disclosures, etc.

If you are the party who will access the Web site, **you consent to electronic delivery of all future notices, disclosures and regulatory information, including those covered by laws which require delivery to be "in writing."** Such notices and disclosures include notices regarding this Agreement, your use of the Web site and the Services, and your relationship with us. Such disclosures may also include prospectuses,

private placement memoranda, offering statements and other disclosure documents that describe specific products, services or offerings. Notices, disclosures, information and other documents may be delivered in electronic form in “portable document format” (.pdf) or HTML format.

Electronic notices and disclosures, as well as account statements, may be delivered to you by posting them on the Web site, by secure e-mail on the Web site, or by sending you an external e-mail at the e-mail address you have provided to us. We will send you a notice alerting you if delivery is by posting to the Web site or via secure e-mail on the Web site. Such notice may be sent to you by telecopier or to a postal address based on your contact information in our files or by external e-mail at the e-mail address you have provided to us. Notices hereunder will not be sent to a “Hold All Mail” address.

All such electronic notices will be effective when sent to your e-mail address, and you hereby waive all claims resulting from failure to receive communications because of changes in your e-mail address. If an electronic communication to you is returned to us undelivered, we will attempt redelivery, at our option, either electronically to a different e-mail address, by telecopier or to a postal address based on your contact information in our files. Redelivered notices shall be effective when sent to a second e-mail address, upon delivery or when delivery is refused if sent to a postal address or upon receipt of confirmation of delivery by telecopier.

You may request a paper copy, at no charge, of any notice, disclosure or other information delivered to you electronically at any time by contacting your private banker, or by contacting the Citi Private Bank Web Services and Support Staff as set forth below under “**Contact Us**”. You may also withdraw your consent to electronic delivery of such notices and information at any time by contacting your private banker, by contacting the Citi Private Bank Web Services and Support Staff as set forth below under “**Contact Us**”, or by using the message facility provided on the Web site. We may, however, terminate your use of the Services if you do not consent to receive notices and information electronically.

You may be asked, from time to time, to demonstrate that you can access the disclosures and regulatory materials on the Web site by clicking on an “I agree,” “I consent” or other similarly worded button or entry field with your mouse, keystroke or other computer device. If you do not so demonstrate your ability to access the disclosures and regulatory materials on the Web site, we may terminate your use of the Services and of the Web site. We will notify you of any changes in such hardware or software requirements, whereupon you may be asked to demonstrate that you can access the information in the changed form in which it will be sent.

## Required Hardware and Software

In order to access the Services, the Information and the Web site and in order to receive, view, access, retain and print a copy of this Agreement and to receive, view, access, retain and print notices and other information delivered to you electronically, you must have available Internet access and a computer equipped, at a minimum, with an SSL-capable, 128-bit, JavaScript and Java enabled browser with Microsoft Windows® 98 (or a later version of Microsoft Windows® software) or Macintosh OS X and Acrobat® Reader and either a printer, drive or other storage device.

You agree to be solely responsible for the installation, operation and maintenance of the necessary equipment and software, and to use the level of encryption security required by us from time to time.

## Description of the Services

The Web site gives you 24-hour access to Information and Services, and allows you to download certain Information to a personal computer or other electronic device. Access to the Web site is provided via the Internet and the World Wide Web, through an unaffiliated Internet Service Provider. The Services and Information may include:

- Information about banking, investment, insurance and related products and services available to Private Bank clients through the Private Bank, which may be tailored to address your financial objectives and to reflect your interests based on, among other things, information provided by you.
- Personalized investment information and investment advice, including recommendations regarding specific securities and investment vehicles such as mutual funds that are, in our opinion, consistent with your investment objectives, based on, among other things, information provided by you.
- Electronic access to securities quotations, news stories, research commentaries and other Information provided by Citibank and Other Information Providers.
- If you choose, online account status, including information about all or some of your Private Bank accounts, sub-accounts and portfolios, account holdings, market values, securities positions and cash balances, and information about settled and pending transactions for your account (see “**Data Protection; Privacy and Confidentiality— Persistence of Viewed Data On Your Computer or Other Access Device**” below).
- If applicable, online execution of certain banking transactions, such as the ability to request via the Web site transfers of funds to your nominated Payee(s).
- The ability to communicate with us through a secure e-mail function on the Web site (see “**Data Protection; Privacy and Confidentiality—Citi Private Bank Web Mail**” below). You should familiarize yourself with the Web site by reading the “Help Section” provided to you electronically when you access the Web site.
- You can also download your account holdings and transactions of your Private Bank accounts, sub-accounts and portfolios, via the Web site (please see “Potential Disclosure of Consolidated and Linked Account Information”).

## Online Transactions

This Service may not be available to all Private Bank clients. If this Service is made available to you, and if you wish to enroll for this Service, you will have to complete, sign and return the “client Web site Online Transactions Enrollment Form”.

By enrolling for this Service, you instruct and authorize us to accept any instruction on your account transmitted online, by you or your Third Party User, without further authentication or confirmation.

We may however, but shall not be obliged to, carry out certain control and validation processes over your instructions or your Third Party User's instructions, which could include having a bank officer or a second officer telephone you or your Third Party User to confirm the instruction.

Notwithstanding the section above, for accounts with joint signatures, as per the signing powers filed with us, any online transaction requested via the Web site by you will not be processed until we have carried out an appropriate control and validation process with the other joint signatory(ies), to our satisfaction.

We shall not be responsible for any delay in executing an instruction, if we are unable to carry out the control and validation procedure to our satisfaction if you, your Third Party User or other joint signatory(ies) are unavailable for any reason outside our control.

We reserve the right to suspend or reject any instructions, including but not limited to fund transfer orders, payment orders or requests for changes or cancellations, if, in our judgment, it is reasonable to do so. If, in our judgment, any instructions are unclear or conflicting, or require further clarifications, we may choose not to act on them until we are satisfied that the ambiguity or conflict has been resolved, or that the requested additional information has been obtained. We may refuse to act on any instructions that we believe are contrary to or not clearly permitted by, applicable laws, administrative guidance or other relevant requirements.

You acknowledge that a Third Party User is only authorized to request transactions via the Web site if, according to the banking documentation in our possession, he/she has been granted a power of attorney on your account allowing him/her to instruct fund transfers.

If you wish to execute a funds transfer in a currency other than the reference currency of your account to be debited, you understand and agree that the foreign exchange rate applied will be the market rate at the time the transaction is executed. The exchange rate applied is outside of our control and will only be confirmed once the transaction has been executed. We offer no rate guarantee and no indicative rate and accept not responsibility in this respect.

You understand and accept that your online transactions may not be processed immediately or on a 24-hour basis, but are dependent upon the trading days/times of the relevant stock exchange and the public holidays/working hours of the Citibank entity where your account is held and/or those of the processing unit.

You also understand and accept that transactions can only be initiated if there are sufficient funds in the relevant account.

Instructions transmitted via the Web site will be at your risk and you agree that we are not responsible for any losses, including legal fees, which result from our acting or refusing to act on instructions received in this way.

## Additional Services

We may offer additional products and services via the Web site from time to time that are governed by different or additional terms and conditions. Such products and services are subject to any disclosures or disclaimers found therein. You may receive notice of such additional offerings when you access the Web site. You may be asked to agree to or accept the terms and conditions of additional products and services offered on the Web site by providing your electronic signature (e.g., by clicking on an “I agree,” “I consent” or other similarly worded button or entry field with your mouse, keystroke or other computer device). You agree to be bound by any consent, affirmation or agreement you transmit from time to time on the Web site by providing your electronic signature, and that such agreement, affirmation or consent will be legally binding and enforceable and the legal equivalent of your handwritten signature. You may also be able to add additional offerings to the Services provided to you by notifying us in accordance with the instructions provided on the Web site.

## The Services and Information Do Not Constitute an Offer or Solicitation

The Services provided on the Web site are for informational purposes only and do not constitute an offer to sell or a solicitation of an offer to buy any product or service which may be referenced on the Web site, except where an offer is explicitly made through the availability of a prospectus on the Web site. Such offers can only be made where lawful under applicable law. If you wish to learn more about any product or service referenced on the Web site, you should contact your private banker.

## Most Investment Products Have Risk

**You acknowledge and understand that investment products referenced on the Web site and purchased or sold through Citibank may not be:**

- **insured by the Federal Deposit Insurance Corporation (“FDIC”).**
- **deposits or other obligation of Citibank, NA or any other depository institution and**
- **guaranteed by Citibank, NA or any other depository institution; and are subject to investment risks, including the possible loss of the principal amount invested.**



# Data Protection; Privacy and Confidentiality

For a full statement of the policies and procedures governing the privacy and security of information you submit to Citi Private Bank or that Citi Private Bank collects about you review the enclosed link: **Citi Private Bank Privacy for Consumers** (<https://www.privatebank.citibank.com/privacy.htm>). The **Citi Private Bank Privacy for Consumers** discusses the type of information we may collect from or about you, how we collect such information, and whether and how we disclose this information to any companies within the Citibank family, to service providers, or to third parties. The **Citi Private Bank Privacy for Consumers** also describes the data protection methods Citi Private Bank employs to help keep your personal information secure.

## Terms Governing Communications with Citibank via Citi Private Bank Web Mail

You can communicate electronically with us through a Web site Message Center, which will use secure (i.e., encrypted) e-mail (“**Citi Private Bank Web Mail**”). Information about the use of Citi Private Bank Web Mail, the Message Center, and the method of encrypting or otherwise securing Citi Private Bank Web Mail sent by or to you will be available on the Web site.

E-mail sent outside of the Web site (“**external e-mail**”) is not encrypted. You should, therefore, never send any personal or identifying information, such as account numbers, Social Security numbers, notice of change of address, instructions to change or confirm your User Information or any Third Party User Information, or other identification numbers, passwords, etc., to us via external e-mail. **We will not be responsible for any loss or damage that arises from interception by third parties of any information you send to us via external e-mail.** We may also send you information relating to your accounts and your use of the Web site, including regulatory communications and information about Services and products that we believe may be of interest to you, via external e-mail.

## Terms Governing Your User Name and Identity Authentication

We will provide you with a User Name and a secure means of authenticating your identity, which may be a password, digital certificate, “smart card” or other identifier (your User Name, together with your other identity authentication information, is referred to as your “**User Information**”), to help protect the security of your account data, which you agree to safeguard. We will provide separate User Information (“**Third Party User Information**”) for each Third Party User to whom you have granted access to your accounts. **Your User Information is your private entry key into the Web site. You should never share it with anyone, including any Third Party Users. Identifier requirements and procedures for changing your User Information from time to time will be provided on the Web site.**

We will not be responsible for any breach of security caused by your failure to maintain the confidentiality of your User Information or any Third Party User Information. We reserve the right to change your User Information at any time by giving notice to you. You agree to notify us immediately in the event of the loss or theft of any or all of your User Information or any Third Party User Information, or if you believe the confidentiality of all or any of your User Information or any Third Party User Information has been compromised in any way, or if you learn about or suspect a possible or actual unauthorized use of the Services, including unauthorized transactions, if applicable.

You shall check your account and statements on a regular basis and inform us as soon as reasonably practicable about any errors or unauthorized transactions.

Any instruction given in connection with the Services by quoting the User Information or Third Party User Information, once given, may not be rescinded or withdrawn without our consent. All such instructions given, as understood and acted on by us, shall be irrevocable and binding on you whether given by you or your Third Party User or any other person purporting to be you or your Third Party User. Citibank shall be under no duty to verify the identity or authority of the person giving any such instruction or the authenticity of such instruction apart from verifying the User Information or Third Party User Information. Citibank will only act on an instruction insofar as it is in its opinion practicable and reasonable to do so and in accordance with its regular business practices and procedures.

## Persistence of Viewed Data on Your Computer or Other Access Device

Some Internet browsers (e.g. Microsoft® Internet Explorer) automatically copy some kinds of viewed information to a computer’s or other device’s disk cache, even if you do not select “Save to Disk” or otherwise instruct the browser to download, store or record information to a hard drive or disk. Even if you do copy viewed information to a disk or hard drive, some Internet browsers will also automatically copy the information to the disk cache. To reduce the risk of unauthorized viewing of information you have viewed, therefore, you should be sure to clear the disk cache and their history after you leave the Web site. This precaution is particularly important if you use a public or third party’s access device or if someone else has or could have access to your access device. You should also contact us immediately if your computer or other access device is lost or stolen or if you believe that an unauthorized person has obtained access to your personal information.

# Accessing the Web Site

## Use of Third-Party Software

You may, from time to time, have to access software from unaffiliated vendors (such as Netscape Communications Corporation, Microsoft Corporation, Adobe Systems Incorporated, and other vendor companies) that is made available to you in order to access information on the Web site. By accepting and using such software, you accept and agree to comply with the terms and conditions of all software licenses and service agreements, which will appear on screen when you sign onto the Web site. We do not accept any responsibility for your use of any third party vendor’s software or services.

## Lost or Stolen Access Devices

If you use software that we have given you to access the Web site, please remember that this software is valuable, and it is important for you to exercise care with it. Never lend it to anyone. Contact us immediately if you think such software has been stolen or lost or if you believe that an unauthorized person has obtained access to your User Information.

## Intellectual Property

We are the owner or the licensee of all intellectual property rights in the Web site, and in the material published on it. Those works are protected by copyright and other intellectual property laws and treaties around the world. All our intellectual property rights are reserved and you may not access or use the Web site except to (a) use and receive the Services as anticipated by this Agreement, and (b) to print off copies, and download extracts, of any page(s) from the Web site for your personal reference only and without further modification.

## Your Representations, Warranties and Agreements

You represent and warrant that this Agreement is your legal, valid and binding obligation, enforceable against you in accordance with its terms. Furthermore, by accessing the Web site and using its functionality, receiving or using the Services, or designating a Third Party User with access to the Web site, you:

- Represent on a continuing basis that you are authorized to view any account, sub-account or portfolio for which you have requested access;
- Warrant and represent that you have the right and all relevant consents for Your Personal Information to be provided, used, and treated as set out in this Agreement (including, without limitation, in relation to Cross-Border Access).
- Represent on a continuing basis that you have observed and will continue to observe all laws and regulations applicable to you and your activities in respect of your use of the Web site;
- Agree that we can, in providing the Services and Information to you, rely on the financial and other information provided by you to us from time to time; and
- Agree that the Private Bank and its agents and support services providers may download certain information to your computer or other access device.

## No Warranties or Promises Regarding Information, Services, etc.

Citibank makes no warranties or promises to you regarding the following:

- (a) **Completeness, Accuracy and Timeliness of Information:** Citibank does not guarantee the accuracy, completeness, sequence or timeliness of the Information, nor will we have any responsibility for indirect, consequential, or special damages you may incur (i) for any reliance by you on Information or for the reliability, accuracy, completeness, sequence or timelines thereof; (ii) for any delays or errors in the transmission or delivery of any part of the Information or Services; or (iii) for any use of Citi Private Bank Web Mail or external e-mail.
- (b) **Timeliness of Price Quotations on the Web Site:** Any quotations or prices provided as part of the Services may be delayed and may not reflect the prices at which the applicable securities may be bought or sold or the rates at which a transaction may be executed. You should not make any decision based on such quotations, prices or rates.
- (c) **Continuation of the Services:** Citibank does not guarantee that it will continue to make the Information, the Services or the Web site available to you, whether by the same methods currently used or otherwise. You agree not to hold Citibank liable for any damages arising from a discontinuation or modification of all or part of the Services, the Information or the Web site.

If you do not access for the Web site for a period of 270 (two hundred and seventy days) consecutive days Citibank may cease to provide the Information, the Services or the Web site. Paper versions of your Statements and Advices will then be sent to you by post together with any other information we are required to provide.

- (d) **Computer Viruses:** Citibank shall not be liable for any harm caused by the transmission through the Services, the Information or the Web site of a computer virus, or other computer code or programming device that might be used to access, modify, delete, damage, corrupt, deactivate, disable, disrupt or otherwise impede in any manner the operation of the Services or any of your software, hardware, data or property.
- (e) **Information and Software of Third Parties:** Citibank makes no representation and assumes no liability regarding the quality, accuracy or suitability of any information or software found on any other site not under Citibank's control, or software or hardware developed by any third party that Citibank distributes to you.

## Limitations on the Liability of Citibank and Other Service Providers

Except as set forth in this Agreement, neither Citibank nor any Other Information Provider shall be responsible for, except as otherwise provided by law, any direct, indirect, special, incidental or consequential damages (regardless of whether such damages were reasonably foreseeable) arising in any way out of:

- (a) Your use, or the use by a Third Party User designated by you, of the Web site or the results of the use of the Services or the Information, including, without limitation, any financial results based on use of the Services or the Information;
- (b) Any delay, loss of use, failure or interruption of the Services;
- (c) There being insufficient funds in the relevant account such as to prevent you from executing a transaction online whether or not due to Citibank placing such funds on hold or closing such account or an order of court or other government or regulatory order directing us to prohibit withdrawals from your account or that the transaction would result in your account going into overdraft;
- (d) Effects on or damages to your software or hardware in connection with the use of the Web site or the Services;
- (e) Any other cause relating to your access to, inability to access, or use of the Services or the Web site, whether or not the circumstances giving rise to such cause may have been foreseeable or within our control;
- (f) The negligence, actions or failure to act of any unaffiliated Internet Service Provider or any Other Information Provider; or
- (g) Any other cause over which Citibank or such Other Information Provider does not have control, including but not limited to failure of electronic or mechanical equipment, unauthorized access, strikes, failures of common carrier or utility systems, severe weather or other causes commonly known as “acts of god”, whether or not such cause was reasonably foreseeable.

Subject to the provisions herein, if we are found liable for our acts or omissions for any reason whatsoever, our liability shall be limited to the amount of the relevant transaction or your direct damages, whichever is less. In no event shall Citibank or any Other Information Provider be liable to you or any other person for any incidental, indirect, special, consequential or exemplary damages including, without limitation, any loss of use, revenue, profits or savings.

Although securities quotations, news stories, research commentaries and other non-account Information provided to you via the Web site is believed to be reliable, we have not independently verified it and do not make any representation as to its accuracy or completeness. Neither Citibank nor any Other Information Provider is liable for any deficiencies in the accuracy, completeness, availability or timeliness of such Information or for any investment or other decision made using such Information.

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## Information Provided on the Web Site

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If the Account Holder elects on the Citi Private Bank Client Web Site Enrollment Form to be provided with all account data and information via the Web site alone, with no separate provision of such information by paper, the Account Holder understands and agrees that all advices, statements and other required regulatory information posted on the Web site shall be considered the official records of the accounts to which they relate.

Unless otherwise stated above, all account data and other Information provided to you via the Web site is provided as a convenience and for your information; it is not the official record of your account activity with Citibank; your Citibank account statement remains such official record. Account data provided through the Web site is generally updated as of the prior business day's close of business, but is subject to adjustment and correction. Therefore, you should not rely upon it for taking any action without first confirming its accuracy and completeness with your private banker. We do not accept any responsibility for any loss or damage that results if you take action without first contacting your private banker to confirm the accuracy and completeness of your account data on the Web site. In the event of any discrepancy between the Information you view on the Web site and your Citibank account statements, advices and confirmations, the latter shall be considered the official records of the accounts to which they relate.

### Information on the Web site is Subject to Change

The accuracy, completeness, sequencing or timeliness of Information provided to you on the Web site is not guaranteed by Citibank or any Other Information Provider and is subject to change. Dated Information or other dated material contained on the Web site reflects the authors' analysis as of the published date. Neither Citibank nor any Other Information Provider is under an obligation to update such Information or other material or to reflect circumstances that may occur after the earlier of the date first appearing on the Web site or the date contained in the Information or other materials.



## The Web site May Not be Used for Certain Purposes

You may use the Web site only for its intended purpose and may not reproduce, sell or distribute all or any portion of the Information provided to you through the Web site. The Web site uses proprietary software of Citibank and Other Software Suppliers. If we give you software to use with the Web site, you agree that you will be granted a non-exclusive license to use such software. This license allows you to use the software only for its intended purposes as provided in this Agreement. You may not disassemble, decompile, copy, modify or reverse engineer any of the software or allow anyone else to do so. Transmission or use of any material in violation of this Agreement or any applicable law, rule or regulation (whether of the United States or other countries), or the rights of any third party, is prohibited. This includes, but is not limited to, copyrighted material, material which is defamatory, threatening or obscene, material protected by trademark, trade secret or patent laws, or material that results in an invasion of privacy.

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The Web site gives you access to the Services and to Information provided by Citibank and Other Information Providers, which may be presented with a distinctive "look and feel". These Services, Information and "look and feel" are proprietary property of Citibank and such Other Information Providers.

You agree that any ideas, concepts, comments, suggestions, techniques or know-how (**collectively, "Submissions"**) you submit to us about the Web site is the exclusive property of Citibank, and that we can use such Submissions for our own commercial benefit without being required to compensate you. You hereby irrevocably transfer and assign to Citibank all copyright or other rights you may have in the Submissions.

## Linking from the Private Bank Web site to Other Web sites

If you use the Services or the links included on the Web site to gain access to a World Wide Web site or Internet location or source of information of any company, organization or person other than Citibank, you acknowledge that such other sites or locations are not under Citibank's control and agree that Citibank shall not be responsible for any information or other links found at any such World Wide Web site or Internet location or source of information, or for your use of such information. Citibank provides such links only as a convenience to you, and has not tested any software or verified any information found at such sites, including the content of any prospectus or sales literature contained on such sites (except with respect to a prospectus or sales literature prepared by Citibank). The fact that Citibank has provided a link to another site does not signify an endorsement of the site or its contents by Citibank or constitute a recommendation by Citibank of any security or investment referenced on the site.

## Please read the following warnings carefully. If you are unsure about anything, please contact your Personal Banker or Relationship Manager.

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**Investors to consult their Private Banker/Relationship Manager:** The investments mentioned in material on this website will not be suitable for all investors. Any decision to proceed with any investment referred to in the material in this website should only be taken after investors have consulted their Private Banker or Relationship Manager (or other professional advisers).

**Investment risks:** The investments described in such material involve significant risk and could result in loss of some or all of an investor's investment. Not all risks of each investment referred to are necessarily disclosed in the material and investors must ensure they have also read and understood the particular risks described in the relevant product documentation for each investment.

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Before entering into any transaction investors must check with the product provider that they have the most up to date version of the product documentation for that investment.

**Restrictions on use of material:** Investors must not use any material on this website for purposes other than informing themselves about the investments to which the material refers. Investors must not send such material to any other person without first having received written approval from Citibank.

**No solicitation or offer:** Nothing on this website is intended to be, or should be taken to be, a solicitation or an offer to enter into any particular transaction in relation to any investment.

**No other professional advice:** Nothing in this website should be regarded as trading, accounting, financial, legal, regulatory, tax or accounting advice. If advice of this nature is required, investors should obtain it from their own professional advisers.

## Your Communications With Citibank May be Recorded Electronically

In connection with your use of the Services and your access to the Web site, you agree to the taping or any other form of electronic recording of any communication, electronic or verbal, between you and Citibank or our employees or representatives, to the extent permitted by law. You acknowledge and agree to the recording, retention, monitoring and use by Citibank (and its employees, representatives, affiliates and agents) of all instructions you give to us, all Citi Private Bank Web Mail and all external e-mail messages you send to us or receive from us, and all information and data that you input or provide during your use of the Services or the Web site.

## Governing Law and Submission to Jurisdiction

This Agreement, as well as Citibank's performance of its obligations with respect to this Agreement and the Services provided to you under this Agreement, will be governed by, and construed in accordance with, the laws of the jurisdiction where your account is held.

We may maintain our primary records with respect to the Services provided to you, or a Third Party User designated by you, in facilities located in the jurisdiction where your account is held or serviced, which may or may not be the same jurisdiction. In addition, as noted above, we may provide all or a portion of the Services to you from one or more other countries, and information about you and your accounts and relationship with us may be stored or transmitted from or through one or more other countries. Such information therefore also may be subject to the laws, regulations and usages of each jurisdiction where these services are performed as well as those of the State of New York, USA and the jurisdiction where the relevant account is maintained.

For any dispute related to this Agreement or the Services provided to you under this Agreement, you (i) irrevocably submit to the non-exclusive jurisdiction of the courts in the jurisdiction where your account is held; (ii) waive any defense of inconvenient forum; (iii) agree that any final judgment will stand and be enforceable in other jurisdictions by suit or as provided by law and will be binding on you, your heirs, executors, legal representatives, successors and assigns; and (iv) agree that any summons, process or other legal document in connection with any such dispute may be served on you or your personal representatives by serving it at your mailing or release address.

## Waiver of Jury Trial

You hereby waive, and Citibank also waives, any right either of us may have to a jury trial in any dispute arising from this Agreement or any Services provided to you under this Agreement.

## Indemnification

You hereby agree to indemnify and hold harmless Citibank (and its directors, officers, employees, control persons, vendors, licensors and agents), and any Internet Service Provider and Other Information Provider from and against any and all claims, losses, liabilities, damages, costs and expenses (including reasonable attorney's fees and costs) arising out of or related to your breach of your agreements, representations and warranties contained in this Agreement, or the use of the Web site, the Services and the Information by you, by other persons to whom you have provided your User Information and by other persons who have been assigned as a Third Party User. This indemnification shall be binding upon you and your executors, administrators, heirs, successors and permitted assigns.

## Limitations on Software Import and Export

You understand that the Web site may include encryption-controlled software that may be subject to strict export license requirements prior to export from the United States, Canada, or other countries. You agree not to export any software or technical data that you receive from us, or their direct product, without full compliance with all requirements of U.S. Export Administration Regulations (15 CFR Parts 730- 774) (the "EAR") or other applicable export control laws. Without limiting the foregoing and even where export is approved under the EAR, export is prohibited to any country in Country Group E:2 of the EAR, to any military end-user/ end-use in any country in Country Group D:1 of the EAR, and to any other destination or end-user specifically prohibited under the EAR unless such export has been first specifically authorized by a written export license or other authorization in accordance with the requirements of the EAR. You are solely responsible for obtaining any required export licenses or authorizations and for compliance with the EAR and any export or import restrictions imposed by any other country. Your obligations under this provision shall remain in effect after termination of this Agreement.

## Changes in Terms, Services or Fees

We can cancel or change the Services or level of Services provided to you via the Web site, and the terms set forth in this Agreement (including any fees) at any time. While no access fees are currently charged for the Services or the use of the Web site, we reserve the right to charge a user fee in the future. Any fees that Citibank may charge would not include any fees separately imposed by an Internet Service Provider or other telecommunications service provider.

We also reserve the right to modify the terms of this Agreement at any time without prior notice to you by posting a revised Agreement on the Web site. The most recent version of the Agreement will be available for your review on the Web site by clicking on the Web site Terms and Conditions and User Agreement link on any page. By clicking on this link, you will also be able to see the last date on which this Agreement was modified. It is your responsibility to review the Agreement posted on the Web site from time to time or ask your private banker for the most recent version of the Agreement and to ensure that you agree with all revised terms if the most recent revision date is after the date on which you last reviewed them. If at any time you do not agree to any revision of the agreement, you must terminate your use of the Services by notifying us as set forth below under “**Customer Service**”. **By accessing the Web site, you will be conclusively presumed to have notice of and to have consented to the most recent version of the Agreement as posted on the Web site.**

Except as provided in this Agreement, no waiver, modification or amendment of any provision of this Agreement will be effective against Citibank unless the same is in writing and executed by Citibank.

## General Provisions

### Term of Agreement

This Agreement will remain in effect until either you or we terminate it. We may cancel this Agreement without penalty, for any reason, and at any time without prior notice to you. Cancellation of this Agreement will not terminate your accounts or other relationships with us.

### Business Days

Our normal business days are Mondays through Fridays, except for bank holidays in New York, New York, USA. Saturday, Sunday and Monday are considered one business day. Bank holidays in New York, New York, USA are considered part of the following business day.

### Binding Effect; Assignments

This Agreement and your rights and obligations hereunder may not be assigned by you without Citibank's written permission, and shall inure to the benefit of our successors or assigns whether by merger, consolidation or otherwise. Any assignment or transfer by you of this Agreement that is made without Citibank's prior written approval will be null and void. This Agreement shall be binding on you, your heirs, executors, legal representatives, successors and permitted assigns. We may assign this Agreement or any of our rights or obligations under this Agreement to a company affiliated with Citibank or to any successor company (whether by merger, consolidation or otherwise), or to any other person or entity at any time without your consent.

### Certain Parties Have Rights Under This Agreement Even Though They Are Not Parties

Certain securities exchanges and associations for over-the-counter securities markets (“**Securities Markets**”) must give Citibank and/or Other Information Providers permission to make market data available to you relating to securities (“**Affected Securities**”) listed on such Securities Markets. In connection with obtaining such permission, you acknowledge and agree that this Agreement confers third-party beneficiary status on each of the Securities Markets that make market data available to you relating to Affected Securities. In authorizing Citibank to take any action, or to receive any communication, this Agreement authorizes Citibank to act on its own behalf and on behalf of such Securities Markets. Each Securities Market may enforce this Agreement as to market data that it makes available, by legal proceeding or otherwise, against you or any person that obtains and uses market data improperly, unlawfully or in any other way that this Agreement does not permit. No act of omission on Citibank's part and no other defense that might defeat recovery by Citibank against you shall affect the rights of the Securities Markets as thirdparty beneficiaries under this Agreement.

### No Waiver; Remedies

You agree that no delay or failure on our part to exercise any power or right under this Agreement, or a continued course of such conduct on our part, will operate as a waiver of such power or right, nor shall any single or partial exercise preclude any other future exercise. Only a written waiver signed by us will be valid. All rights and remedies granted to us in this Agreement are cumulative and not exclusive of any other rights or remedies which Citibank otherwise has at law or equity.

### Responsibility for Taxes

There are currently no sales or other taxes payable under U.S. law with respect to your subscription to, or use or receipt of, the Services. In the event that any such taxes should ever be imposed, however, you agree to pay, if and when due, all taxes (including all U.S. federal, state and local taxes) applicable to your subscription to, or use or receipt of, the Services.

## Severability

Should any term or provision of this Agreement is held to be invalid or unenforceable by any court of competent jurisdiction or by a government agency or regulatory agency, or subsequently become invalid and unenforceable as a result of a change in applicable law, the remaining terms and provisions shall continue in full force and effect.

## The Services and the Web site May Not Be Available to Certain Persons or at Certain Times

The Services and access to the Web site may not be available to all Private Bank clients and in all countries. In addition, the Services may not be continuously available, and your access to particular Services or Information may be restricted to certain business days and to certain time periods during such business days at our discretion. We are not required to make the Services or access to the Web site available, or to continue to make the Services or such access available, to residents of any jurisdiction where we determine, in our sole judgment, that furnishing them to such persons might be unlawful under the laws of such jurisdiction or the laws of the U.S., or that compliance with either of such laws would be impractical or commercially unreasonable. Please check with your private banker regarding the availability of Services and access to the Web site from your country of residence. Not all products or services described on the Web site will be available to all Private Bank clients in all countries.

## Blocking Access

We reserve the right to block your access and/or your third Party User's access to some or all Services at any time and without stating any reasons and without prior notice, if, in our sole judgment, we believe there are sufficient grounds for doing so.

## Contact Us

**Please contact your private banker, relationship officer, or the Citi Private Bank Web Services and Support Staff (as set forth below) immediately if you have any questions or concerns regarding information about your accounts that is being made available to you on the Web site.**

Contact information for Citi Private Bank Web Services and Support Staff can be found at [www.privatebank.citibank.com/contact\\_us/client\\_support.htm](http://www.privatebank.citibank.com/contact_us/client_support.htm).

## Customer Service

If you need assistance with the Services or the Web site, you should contact the Citi Private Bank Web Services and Support Staff at the numbers listed above or at such other contact address (which may be an e-mail address) or telephone number provided to you from time to time. Please note that the Citi Private Bank Web Services and Support Staff can help resolve any Web site or access problems, but is not authorized to waive any provision of this Agreement.

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