



CitiFolio®

APPLICATION

Consumer Accounts

CitiFolio®

Application Consumer Accounts



The CitiFolio Application is designed to give you an integrated package of banking services.

Please be sure to provide all the information requested. Not providing all information may result in a delay in your Application for the services you are now requesting.

- If you make a mistake while completing the Application, cross out the information you wish to change, enter the corrected information, and initial it.
- Please pay special attention to “Additional Documentation You Must Provide” (on the second page of the “Enrollment Guide”) to start the process quickly.
- If you are not a U.S. citizen, please consult with your tax advisor or visit www.irs.gov to determine your residency status before completing the enclosed W-8BEN form.

You may apply for any one or more of the following with this Application:

- Deposit Accounts (Including checking, savings, money market, time and certificates of deposit)
- Credit Cards
- Checking Plus® (variable rate) overdraft protection
- Safety CheckSM service (Overdraft coverage from linked accounts)
- Ready Credit® line
- Citibank® Online Banking
- Citibank® Banking Card (Global ATM access to cash)
- Telephone Banking (24 hours, 7 days a week)
- Funds Transfers (Domestic and International)
- Scheduled Payments
- Foreign Exchange Services
- FAX Advisory Service

Thank you for choosing Citi Private Bank for your financial needs.

“Citi Private Bank” is a business of Citigroup Inc. (“Citigroup”), which provides its clients access to a broad array of products and services available through bank and non-bank affiliates of Citigroup. Not all products and services are provided by all affiliates or are available at all locations. All credit products are subject to credit approval.

Citi and Citi with the arc design are trademarks and service marks of Citigroup Inc. and its affiliates and are used and registered throughout the world.

Important information about opening a new account:

To help the United States Government fight terrorism and money laundering, Federal law requires financial institutions to obtain, verify, and record information that identifies each individual, business or entity that opens an account or establishes a relationship. What this means for you:

For individuals—when you open an account or establish a relationship, we will ask for your:

- name,
- date of birth,
- residential street address, and
- identification number, such as a social security number, taxpayer identification number, national identification number or passport number.

For entities such as trusts, etc.—when you open an account or establish a relationship, we will ask for your:

- official name,
- taxpayer identification number or other registration number.

For individuals, we may also ask to see (and retain a copy of) your driver's license, passport or other identifying documents that will help us identify you. If you are a non-U.S. citizen without a U.S. government-issued picture identification, please speak with your Private Banking Representative for further documentation and verification requirements. For entities, we may also ask for a copy of other related documentation. If we have difficulty verifying an accountholder's identity, we may not be able to open an account or establish a relationship, or we may have to block or close the account.

Enrollment Checklist

Please use this checklist to guide you through the enrollment process.

Application*

- Sections 1, 2, 3, 4, 8 and 9 must be completed
- If applying for credit products (lines of credit and credit cards), complete section 5
- If you wish to designate a representative for funds transfer instructions, complete section 6
- Signatures of both Applicant and Co-Applicant (if applicable) are required in section 9

Signature Cards

- Both cards must be completed
- Applicant completes "Signer 1" and Co-Applicant (if applicable) completes "Signer 2" lines

W-8BEN IRS Form**

- If applicable, complete, sign and date enclosed Form W-8BEN

Additional Documentation You Must Provide

- Select the category on the next page that is appropriate for you ("Enrollment Guide—page 2 of 2")
- Review the checklist to determine the additional documentation you must provide

Please Return Completed Items Above with:

- Initial Deposit(s)

* If you must make any changes, please cross out the information you wish to change, enter the corrected information, and initial.

** If you are not a U.S. citizen, please consult with your tax advisor or visit www.irs.gov to determine your residency status before completing W-8BEN form. If you require an additional W-8BEN form, please visit www.irs.gov or contact your Citi Private Bank representative.

Once your Application has been processed, you may request additional services with a phone call.

You will receive confirmation that the services you have requested have been activated. If you have any questions, please contact your Citi Private Bank Representative.



Additional Documentation You Must Provide

For Individual, Joint, Custodial or Voluntary Trust Titles:

Applicant

- A copy of one form of photo identification (*photo identification is used and retained only for non-credit products*)
- If you are a Resident Alien, a copy (front and back) of Alien Registration (Green) card, if applicable
- If you work for a Law Firm, an employer reference letter including confirmation of salary
- If you are a Non-Resident Alien,* completed IRS form W-8BEN

Co-Applicant

- A copy of one form of photo identification (*photo identification is used and retained only for non-credit products*).
- If you are affiliated with a Law Firm, a copy of a second form of identification**
- If you are a Resident Alien, a copy (front and back) of Alien Registration (Green) card, if applicable.
- If you work for a Law Firm, an employer reference letter including confirmation of salary
- If you are a Non-Resident Alien,* completed IRS form W-8BEN

**If you are not a U.S. citizen, please consult with your tax advisor or visit www.irs.gov to determine your residency status before completing enclosed W-8BEN form.*

For Trust or Estate Titles:

Testamentary Trust

- Copy of the Will or Court Order
 - Letters Testamentary (less than 6 months old)
- (one of the following):*
- Original Certificate of Letters of Trusteeship (less than 6 months old)
 - Certified Copy of Court Appointed Trustee

 - One form of identification for each trustee (*photo identification is used and retained only for non-credit products*)
 - If you are affiliated with a Law Firm—a letter of introduction from the Firm

Living Trust

- Trust Agreement
- One form of identification for each trustee (*photo identification is used and retained only for non-credit products*)
- If you are affiliated with a Law Firm – a letter of introduction from the Firm

Estate

- (one of the following):*
- Original Surrogate Certificate (or copy with seal visible)
 - Letters Testamentary (less than 6 months old)
 - Letters of Administration (less than 6 months old)
- AND**
- Original Death Certificate (original or certified copy)

 - One form of identification for each executor (*photo identification is used and retained only for non-credit products*)
 - If you are affiliated with a Law Firm – a letter of introduction from the Firm

Enrollment may not be activated until all supporting documentation has been supplied and accepted.



Citi Private Bank Enrollment

Please check the accounts, credit and services you wish to apply for today:

Accounts, Credit & Services	Options	Product & Service Information <small>(For details, please refer to the terms and conditions for the account, credit or service.)</small>
Interest Checking Account	<input checked="" type="checkbox"/>	<ul style="list-style-type: none"> This is your primary interest bearing transaction account No minimum balance is required
Checking Plus® (variable rate) overdraft protection* <small>(Only applicable to Individual or Joint Accounts) *Subject to credit approval</small>	<input type="checkbox"/>	<ul style="list-style-type: none"> Overdraft protection on your checking account Automatic monthly deduction from checking account of minimum amount due
Citi® Money Market Deposit Account	<input type="checkbox"/>	<ul style="list-style-type: none"> A limited transaction money market account with a variable APY A limit of 6 pre-authorized, automatic or telephonic transfers per statement period, of which no more than 3 may be by check
Certificate of Deposit (CD)	<input type="checkbox"/>	<ul style="list-style-type: none"> Fixed term deposit, bearing fixed interest rates Interest is paid monthly or at maturity on 3 month-1 year terms Interest is paid monthly on 13-, 18-, and 30-month terms and 2-5 year terms
Safety CheckSM Service	<input type="checkbox"/>	<ul style="list-style-type: none"> Transfer from my Citi Money Market Deposit Account or Day-to-Day Savings account to cover overdrafts
Citibank Market Rate Plus Account	<input type="checkbox"/>	<ul style="list-style-type: none"> High yield, short-term liquid savings account for balances up to \$300,000
Ready Credit® Line* <small>(Only applicable to Individual or Joint Accounts) *Subject to credit approval</small>	<input type="checkbox"/>	<ul style="list-style-type: none"> A line of credit with check writing capability Elect to use Citibank Auto Deduct to have the monthly minimum payment due deducted from a Citibank account you designate
Applicant-Citi® Platinum Select® AAdvantage® World MasterCard®** <small>(Only applicable to Individual or Joint Accounts) *Subject to credit approval †Issued by Citibank (South Dakota), N.A.</small>	<input type="checkbox"/>	<ul style="list-style-type: none"> The amount of the credit line is based on your eligibility
Co-Applicant-Citi® Platinum Select® AAdvantage® World MasterCard®** <small>(Only applicable to Individual or Joint Accounts) *Subject to credit approval †Issued by Citibank (South Dakota), N.A.</small>	<input type="checkbox"/>	<ul style="list-style-type: none"> The amount of the credit line is based on your eligibility
Cash Reserve Account† <small>†New York marketplace</small>	<input type="checkbox"/>	<ul style="list-style-type: none"> A Cash Reserve Account will NOT BE LINKED to your Citibank® Banking Card, Citibank® AAdvantage® Debit Card, Citibank Banking Card with ThankYou NetworkSM, Citibank® Online banking, or telephone banking Minimum balance \$100,000 A limit of 6 pre-authorized, automatic or telephonic transfers per statement period
Checkbook Order <small>(Blue safety checks printed with name and home address will be issued starting at #101)</small>	<input type="checkbox"/>	<ul style="list-style-type: none"> Other format options (Please check all that apply): <ul style="list-style-type: none"> <input type="checkbox"/> Name only printed on checks <input type="checkbox"/> Starting # _____ <input type="checkbox"/> Include telephone number on checks <input type="checkbox"/> Other instructions: _____
Access Options <small>(Not available to Voluntary Trust, Trust or Estate Titles) (A gold Citibank® Banking Card, with a debit feature, will be issued if you make no selection(s)) (A request for a Citibank® Banking Card with ThankYou NetworkSM is subject to enrollment approval per Citibank Program Terms & Conditions)</small>	<input type="checkbox"/>	<ul style="list-style-type: none"> Wherever possible we will link the accounts, credit and services opened through this Application to your Citibank Banking Card, your Citibank AAdvantage Debit Card or your Citibank Banking Card with ThankYou NetworkSM as applicable Citibank AAdvantage Debit Card: Basic plan—one mile for every \$2 spent Citibank AAdvantage Debit Card: Premium plan—one mile for every \$1 spent The debit feature allows you to use your card for debit purchases at MasterCard® locations worldwide
Other <small>For accounts, credit and services available through this Application which are not listed above</small>	<input type="checkbox"/>	<ul style="list-style-type: none"> Examples: regular non-interest checking account, Day-to-Day Savings, other savings or money market deposit accounts, Citi PremierPass Card – Elite Level, Time Deposits



2 Account Title Information This section must always be completed

Any person, whether married, unmarried, separated, or a member of a domestic partnership may apply for a separate account.

Select the account title for the account(s), credit and service(s) you wish to apply for (only one account title per Application may be selected):

- Individual account(s) (one account holder)
- Joint account(s) with Right of Survivorship (more than one account holder)
If you intend to apply for joint credit (not available for credit cards), you must initial here: Applicant _____ Co-Applicant _____
- Custodial account(s) (as Custodian for the named minor under the Uniform Transfers to Minors Act (or, if applicable, Uniform Gifts to Minors Act) of the State of _____)
(only one custodian and one minor may be named) Minor's Social Security Number: _____
- Voluntary Trust Account(s) (In-Trust-For) (may be two account holders) (available only for certain deposit accounts)
Name of Beneficiary (one name only): _____
Beneficiary's Address: _____
- Trust Account(s) Trust Taxpayer Identification Number: _____
Account Title: _____
- Estate Account(s) Estate Taxpayer Identification Number: _____
Account Title: _____

Please note: In completing Sections 3-5 for Custodial, Trust or Estate Titles, certain personal data furnished for the Custodian, Trustee or Executor/Administrator/Personal Representative is informational only; information furnished for the Minor, Trust or Estate will be used for record keeping and eligibility. Furnishing information for the Minor under "Co-Applicant" below is for convenience only—the Minor is not a "Co-Applicant."

3 Citizenship and Residency This section must always be completed

	Applicant	Co-Applicant
	Describe your net worth (including primary residence): (Depending on your net worth, you may be required to provide additional information.) <input type="checkbox"/> less than \$3MM <input type="checkbox"/> \$3MM or more, but less than \$5MM <input type="checkbox"/> \$5MM or more (For a Trust or Estate please provide the value of the Trust or Estate here: \$ _____) Annual Salary \$ _____	Describe your net worth (including primary residence): (Depending on your net worth, you may be required to provide additional information.) <input type="checkbox"/> less than \$3MM <input type="checkbox"/> \$3MM or more, but less than \$5MM <input type="checkbox"/> \$5MM or more Annual Salary \$ _____
If applicable (check one):	<input type="checkbox"/> Custodian <input type="checkbox"/> Trustee <input type="checkbox"/> Executor <input type="checkbox"/> Administrator <input type="checkbox"/> Personal Representative	<input type="checkbox"/> Minor (Custodial Title) <input type="checkbox"/> Trustee <input type="checkbox"/> Executor <input type="checkbox"/> Administrator <input type="checkbox"/> Personal Representative
Name:	First _____ Middle Initial _____ Last _____ (Sr., Jr., II, III)	First _____ Middle Initial _____ Last _____ (Sr., Jr., II, III)
Citizenship (check one):	<input type="checkbox"/> U.S. Citizen Social Security # _____ <input type="checkbox"/> Resident Alien <input type="checkbox"/> Non-Resident Alien Citizen of: _____ (If not a U.S. Citizen)	<input type="checkbox"/> U.S. Citizen Social Security # _____ <input type="checkbox"/> Resident Alien <input type="checkbox"/> Non-Resident Alien Citizen of: _____ (If not a U.S. Citizen)
Other Information:	Number of Dependents (including me) _____ Date of Birth (MM/DD/YYYY) _____	Number of Dependents (including me) _____ Date of Birth (MM/DD/YYYY) _____
Security Information:	Password (e.g., Mother's Maiden Name) _____ First School Attended _____	Password (e.g., Mother's Maiden Name) _____ First School Attended _____
Home Address:	Street _____ Apartment _____ City _____ State _____ Zip _____ At this address since (MM/DD/YYYY) _____ Home Phone Number _____ Cell Phone Number _____ Email Address _____	Street (If different from Applicant's address) _____ Apartment _____ City _____ State _____ Zip _____ At this address since (MM/DD/YYYY) _____ Home Phone Number _____ Cell Phone Number _____ Email Address _____
Previous Address: (Complete if you are at your current address for less than 2 years)	Street _____ Apartment _____ City _____ State _____ Zip _____ Years at this address _____	Street _____ Apartment _____ City _____ State _____ Zip _____ Years at this address _____
Identification:	Driver's License Number (or State ID card) _____ State _____ Expiration Date _____	Driver's License Number (or State ID card) _____ State _____ Expiration Date _____
Account Mailing Address: (Complete if different from the applicant's home address)	Street _____ Apartment _____ City _____ State _____ Zip _____	Street _____ Apartment _____ City _____ State _____ Zip _____



4 Employment

This section must always be completed

	Applicant	Co-Applicant
If applicable (check one):	<input type="checkbox"/> Custodian <input type="checkbox"/> Trustee <input type="checkbox"/> Executor <input type="checkbox"/> Administrator <input type="checkbox"/> Personal Representative	<input type="checkbox"/> Minor (Custodial Title) <input type="checkbox"/> Trustee <input type="checkbox"/> Executor <input type="checkbox"/> Administrator <input type="checkbox"/> Personal Representative
Current Employer:	_____	_____
Address:	Street _____ Apartment _____ City _____ State _____ Zip _____ Phone Number _____ Type of Business _____ Start Date (MM/YYYY) _____ Current or Last Occupation _____	Street _____ Apartment _____ City _____ State _____ Zip _____ Phone Number _____ Type of Business _____ Start Date (MM/YYYY) _____ Current or Last Occupation _____
Position (check one):	<input type="checkbox"/> Officer <input type="checkbox"/> Self-Employed <input type="checkbox"/> Partner <input type="checkbox"/> Other: _____ <input type="checkbox"/> Associate <input type="checkbox"/> Not-Employed <input type="checkbox"/> Retired <input type="checkbox"/> I am, or an immediate family member is, an employee of a Citigroup Inc. entity. Citigroup Inc. entity name _____ Relationship _____	<input type="checkbox"/> Officer <input type="checkbox"/> Self-Employed <input type="checkbox"/> Partner <input type="checkbox"/> Other: _____ <input type="checkbox"/> Associate <input type="checkbox"/> Not-Employed <input type="checkbox"/> Retired <input type="checkbox"/> I am, or an immediate family member is, an employee of a Citigroup Inc. entity. Citigroup Inc. entity name _____ Relationship _____
Previous Employer: (Complete if less than 2 years with Current Employer, not employed or retired)	<input type="checkbox"/> Not previously employed	<input type="checkbox"/> Not previously employed
Name:	_____	_____
Address:	Street _____ City _____ State _____ Zip _____ Phone Number _____ Type of Business _____ Years with previous employer _____	Street _____ City _____ State _____ Zip _____ Phone Number _____ Type of Business _____ Years with previous employer _____

5 Income, Housing and Other Information

Complete this section if you are applying for credit

	Applicant	Co-Applicant
	<i>You need not include alimony, child support, or separate maintenance income if you do not want it considered in evaluating your Application.*</i>	
If applicable (check one):	<input type="checkbox"/> Custodian <input type="checkbox"/> Trustee <input type="checkbox"/> Executor <input type="checkbox"/> Administrator <input type="checkbox"/> Personal Representative	<input type="checkbox"/> Minor (Custodial Title) <input type="checkbox"/> Trustee <input type="checkbox"/> Executor <input type="checkbox"/> Administrator <input type="checkbox"/> Personal Representative
	\$ _____ *Amount of Other Annual Income Source of Other Income _____ \$ _____ *Total Annual Income Liquid Net Worth _____ \$ _____ Total Net Worth (Excluding Primary Residence)	\$ _____ *Amount of Other Annual Income Source of Other Income _____ \$ _____ *Total Annual Income Liquid Net Worth _____ \$ _____ Total Net Worth (Excluding Primary Residence)
Federal Tax Bracket:	<input type="checkbox"/> 15% <input type="checkbox"/> 25% <input type="checkbox"/> 28% <input type="checkbox"/> 33% <input type="checkbox"/> 35% <input type="checkbox"/> N/A (for NRA only)	<input type="checkbox"/> 15% <input type="checkbox"/> 25% <input type="checkbox"/> 28% <input type="checkbox"/> 33% <input type="checkbox"/> 35% <input type="checkbox"/> N/A (for NRA only)
	Country(ies) where taxes are paid _____ Monthly rent or mortgage payment (include Co-op/Condo Maintenance, Insurance, Taxes, and any other periodic housing payments) _____ Check one: <input type="checkbox"/> Own Home <input type="checkbox"/> Own Condo/Co-op <input type="checkbox"/> Rent <input type="checkbox"/> Other	Country(ies) where taxes are paid _____ Monthly rent or mortgage payment (include Co-op/Condo Maintenance, Insurance, Taxes, and any other periodic housing payments) _____ Check one: <input type="checkbox"/> Own Home <input type="checkbox"/> Own Condo/Co-op <input type="checkbox"/> Rent <input type="checkbox"/> Other
	Name of a close Friend or Relative not living with me _____ Phone # _____ Address of Friend or Relative _____	Name of a close Friend or Relative not living with me _____ Phone # _____ Address of Friend or Relative _____



6 Client Funds Transfer Instructions

Complete this section if you wish to designate a representative(s) for funds transfer instructions on your account(s). (See the Client Funds Transfer Instructions at the end of this Application booklet.)

Please note: this section is not applicable for Custodial, Trust or Estate Titles

The individuals below are my designated representatives for funds transfer instructions with authority to give written (original or facsimile) instructions by mail or messenger or to give oral, telephonic, electronic, telex or telefax instructions, and to receive verification call backs from Citibank, N.A. or Citicorp North America, Inc. on my behalf, for any and all accounts opened now or later pursuant to this Application. The signature of each designated representative below is such person's true signature. By signing below, each designated representative agrees that Citibank, N.A. or Citicorp North America, Inc. may record telephone conversations.

	▶ Signature	Phone
	▶ Signature	Phone

7 Read Before Signing

Application

I am applying for the accounts, credit and services covered by this Application and I may apply later for other accounts, credit and services covered by this Application pursuant to "Subsequent Accounts, Credit and Services" below.

Agreements/Acknowledgements/Certifications

General

I have read, understood and agree to this Application, the Client Manual—Consumer Accounts, Marketplace Addendum(s), Credit Card Disclosures, General Terms and Conditions, Privacy Notice for Citi Private Bank Clients (*for Consumers*), Client Funds Transfer Instructions, and all other documents enclosed herewith (collectively, the "Enclosed Documents") or included with or hereafter delivered in connection with any now or later applied for account, credit or service covered by this Application, all of which (without need to separately sign) are part of the agreements contained herein. My signature in Section 9 shall also be deemed to be my execution of the agreements attached hereto and all other documents enclosed herewith or included with or hereafter delivered in connection with any now or later applied for account, credit or service covered by this Application, as if my original signature appeared thereon. I also agree that:

- for the purposes of this Section 7 the term "Citibank" refers to any or all of the affiliates of Citigroup Inc. providing accounts, credit or services covered by this Application, as the context requires.
- I am contracting with the affiliate of Citigroup Inc. providing the account(s), credit and service(s) for which I now or may hereafter apply.
- any CitiFolio Signature Card furnished in connection with this Application is for all deposit accounts opened pursuant to this Application, unless otherwise noted on said Signature Card by the insertion of an account number. The insertion of an account number limits the authorities of said Signature Card to the account specified only. In such case, I authorize Citibank to insert such account number.
- all accounts, credit and services are subject to the agreements, rules, regulations, terms, conditions and disclosures therefor as in effect from time to time.
- this Application will remain the property of Citibank and will not be returned to me.
- Citibank may record telephone conversations with me.
- accounts, credit or services for me will not be activated until I have been accepted therefor, and in the event of non-acceptance, any funds deposited will be returned after the check I have given Citibank therefor has cleared.

- Citibank may require me to provide additional information or documentation, to update information previously given, to submit additional applications, and to sign additional documentation.
- Citibank may from time to time make additions to the accounts, credit and services available pursuant to this Application. I may contact my Citi Private Banking Representative for this information and apply for or request such accounts, credit or services as if they were named in Section 1 above. My application or request therefor shall be deemed to be an application or request pursuant to "Subsequent Accounts, Credit and Services" below. I will receive a copy of the agreement, rules, regulations, terms, conditions and applicable disclosures for any such account, credit or service I am granted, all of which shall be part of the agreements contained herein. I agree that Citibank may require me to sign additional documentation in connection with such account, credit or service.

I certify that:

- I am 18 years of age or older and that the information provided in this Application or in connection herewith, whether now or hereafter, is accurate, complete and verifiable.
- In consideration of the opening or granting of any account, credit or service covered by this Application, I have the authority to request and apply for same.
- I have received the Enclosed Documents.
- Copies of all trust agreements, wills, court orders and other documents or agreements that I now or hereafter provide to Citibank are in full force and effect, genuine, complete, unaltered, and have not been modified, repealed or superseded.
- I am solely responsible for my compliance with any laws, regulations or rules applicable to my request for or use of any account, credit or service for which I now or may hereafter apply or am granted pursuant to this Application, including, but not limited to, any laws, regulations or rules, in my resident or any other jurisdiction, relating to tax, foreign exchange and capital control, and for reporting or filing requirements that may apply as a result of my country of citizenship, domicile, residence



Read Before Signing—continued

or taxpaying status, and that neither Citibank nor any other affiliate of Citigroup Inc. has any responsibility for any of the foregoing.

Funds Transfer

I agree that:

- without prior notice, Citibank may at any time refuse to accept funds transfer instructions.
- Citibank is not required to call a designated representative or an authorized signer to verify or confirm the validity of any standing or pre-defined instruction to transfer funds provided that each transaction has the same debit and credit information I have given for such instruction.
- I am bound by instructions given by my designated representatives and authorized signers, any errors resulting from misinformation provided by my designated representatives and authorized signers are my responsibility, and Citibank may accept instructions from designated representatives and authorized signers until my Citi Private Banking Representative is notified by original writing of any changes and Citibank has had sufficient time to act upon such notices.

Credit

See disclosures for information about rates, fees and other costs.

I agree and/or acknowledge that:

- I will receive a copy of the agreement, rules, regulations, terms, conditions and applicable disclosures for any credit card and credit I am granted, all of which are part of the agreements contained herein, and I agree to abide by them.
- credit cards are issued by Citibank (South Dakota), N.A.
- credit cards may only be opened in the name of one person. Accordingly, if I wish to apply for credit card(s) and I am applying jointly with other(s), then this Application shall be deemed to be one in which I apply for credit card(s) separately in my name.
- if I use a Citibank credit card, or authorize its use, or do not cancel my account within 30 days after I receive the card, the terms and conditions for the card will be binding.

Authorizations

General

I authorize:

- Citibank from time to time to investigate and verify any type of information contained in or obtained now or later in connection with this Application, check my credit history and obtain consumer and/or credit reports in connection with any account, credit or service for which I now or may hereafter apply. I understand that Citibank normally obtains consumer and/or credit reports for credit applications and for updates, renewals or extensions of any credit granted and I authorize same. If I ask, I will be told whether or not a consumer and/or credit report on me was requested and the name and address of the agency that furnished the report. To facilitate my application for, and when activated the maintenance of, accounts, credit and services covered hereunder, I consent to Citibank's exchange of my consumer and/or credit reports, this Application, any information about me, my accounts, credit or services, and any other document delivered now or later in connection herewith with its affiliates.
- my employer, my bank, and any other references supplied on or in connection with this Application now or later or which appear on my consumer or credit reports to release and/or verify information to Citibank.

- Citibank to share with credit bureaus, affiliates and other proper persons information about my creditworthiness and how I handle my accounts, credit and services. If I request an authorized user to be added to my credit card accounts, I understand that account information will also be reported to credit bureaus in the authorized user's name.
- Citibank, with regard to the applied for accounts, credit and services, as an accommodation to me, to accept and act from time to time, in its sole discretion, upon instructions received by mail or messenger, or upon oral, telephonic, electronic, telex or telefax instructions received from a person who identifies himself or herself to be me, my designated representative or my authorized signer. I understand the risk and potential for misuse that exists in giving instructions in this manner.
- Citibank to issue a Citibank® Banking Card, with a debit feature (unless otherwise indicated in Section 1), if I do not have one; and, to the extent reasonably feasible from time to time, link my Citibank® Banking Card, Citibank AAdvantage Debit Card or Citibank Banking Card with ThankYou Network to the applied for accounts, credit and services as described in the client manual therefor. I understand that a separate Citibank® Banking Card, Citibank® Banking Card with ThankYou Network or Citibank AAdvantage Debit Card will be received for each marketplace in which accounts, credit and services, if any, have been established for me, and if accessible by such a card, each such account, credit and service may only be accessed by the Card received for its marketplace.
- Citibank to integrate into one combined statement, to the extent reasonably feasible from time to time, all accounts, credit and services I am granted pursuant to this Application. Notwithstanding the foregoing, I understand that any accounts, credit and services established for me in different marketplaces may receive separate statements, and that within a marketplace certain accounts, credit and services may be separately stated. I also understand that for certain accounts, credit and services, the information provided on the combined statement will be in summary form only, and I will receive a separate statement therefor.
- Citibank's affiliate to perform certain customer service and payment processing functions for my credit card accounts.

Subsequent Accounts, Credit and Services

I authorize Citibank to accept instructions from me to open and close deposit accounts, to apply for or terminate any credit, and to request or terminate any account service covered by this Application, without requiring further original signatures from me. Unless I have advised Citibank to the contrary, my delivery to Citibank of any such instructions shall be confirmation that there are no material adverse changes in the information I have given in this Application. I may give instructions to open deposit accounts in my individual name, joint accounts in our joint names, custodial accounts, in-trust-for accounts, and accounts for which I am executor, administrator or trustee, as applicable. Citibank may accept oral, telephonic, electronic, telex or telefax instructions, with the same effect as if I had signed them. I agree to follow such security procedures as Citibank may require and to provide my signature if requested. Citibank may at any time refuse to accept such instructions or may require updated information.

Agent/Power of Attorney

- I authorize and appoint Citibank my agent and attorney-in-fact to take my instructions: to open any account, to apply for any credit and to request any service covered by this Application, and communicate same to its affiliate offering such account, credit or service for purposes of applying for, enrolling in or requesting same on my behalf; or to terminate or modify any account, credit or service.

Read Before Signing—continued

- If I am the primary cardholder of a credit card(s) granted pursuant to this Application and/or a credit card(s) which is associated with my Citi Private Bank relationship or linked to a Citibank Banking Card, a Citibank AAdvantage Debit Card and/or a Citibank Banking Card with ThankYou Network issued through Citi Private Bank, I authorize and appoint Citibank, N.A. or Citicorp North America, Inc., as applicable, as my agent and attorney-in-fact to communicate my service requests, and any information I provide in connection therewith, relating to such credit card(s) (except for the Chairman Card) to the affiliate issuing such card(s) for purposes of requesting such services on my behalf.

I further authorize and appoint Citibank, N.A. or Citicorp North America, Inc., as applicable, as my agent and attorney-in-fact to discuss such service requests, provide any further information about me as required by such affiliate and to exchange credit card information with such affiliate.

I understand that there are certain service requests that may only be handled by me.

This authorization and appointment shall remain in effect until I inform Citibank, N.A. or Citicorp North America, Inc., as applicable, that I wish to revoke it or Citibank, N.A. or Citicorp North America, Inc. advise me otherwise.

Prior Agreements; Termination; Indemnification

- This Application and the agreements contained herein supersede any prior contrary information, agreements, authorizations or instructions covering accounts, credit and services covered by this Application, and remain in effect until my Citi Private Banking Representative receives written notice of cancellation or an approved modification and Citibank has had sufficient time to act upon such notice. Citibank may terminate my relationship as a Private Bank customer, with or without cause, at any time and without prior notice to me. Provisions for termination of specific deposit accounts, credit or services may be set forth in the client manual therefor and other governing documents.
- I release Citibank and Citicorp North America, Inc. from, and agree to defend, indemnify and hold harmless Citibank, Citicorp North America, Inc., and their respective officers, directors and employees from and against, all claims, losses, costs, damages, expenses and liability (including reasonable attorneys' fees) arising out of its complying with or acting in reliance upon this Application.

8 Tax Certification

(The social security number or taxpayer identification number identified in Section 2 of this Application for the Minor, Trust or Estate or, if an Individual, Joint or Voluntary Trust Title, the social security number identified in Section 3 for the Applicant shall be used as the taxpayer identification number for the applied for accounts, credit and services. If a U.S. Person and non-U.S. person are applying under this Application, the U.S. person must be named as "Applicant." If the Applicant is an "exempt foreign person," check the box for "Exempt Foreign Persons" below and complete Form W-8BEN).

U.S. Citizens, Resident Aliens—Substitute Form W-9

By signing below, under penalties of perjury, I certify that:

- (a) the number shown in Section 2 of this Application for the Minor, Trust or Estate or, if an Individual, Joint or Voluntary Trust Title, the number shown in Section 3 for the Applicant is the correct taxpayer identification number (or such taxpayer is waiting for a number to be issued),
- (b) the taxpayer whose taxpayer identification number is referred to in clause (a) hereof is not subject to backup withholding either because said taxpayer is exempt from backup withholding or has not been notified by the Internal Revenue Service ("IRS") that said taxpayer is subject to backup withholding as a result of a failure to report all interest or dividends, or the IRS has notified said taxpayer that said taxpayer is no longer subject to backup withholding,
- (c) said taxpayer is a U.S. person (including a U.S. resident alien).

Note: You must cross out item (b) above if you have been notified by the IRS that the said taxpayer is currently subject to backup withholding because of underreporting of interest or dividends on said taxpayer's tax return.

Exempt Foreign Persons (please complete form W-8BEN)

The Internal Revenue Service does not require your consent to any provision of this document other than the certifications required to avoid backup withholding.

9 Signatures

By signing this Application, I acknowledge that I have read Sections 7 and 8 titled "Read Before Signing" and "Tax Certification," respectively.

If applicable (check one):

Custodian Trustee Executor Administrator Personal Representative

Trustee Executor Administrator Personal Representative

▶ _____
Applicant Signature Date

▶ _____
Co-Applicant Signature Date

CitiFolio® SIGNATURE CARD



Bank Use Only _____ of _____ Signature Cards			CPB Representative & Stamp Signature verified by:
Date	No. of Signatures Required	Account Number (To be completed only if this Signature Card is to be used for one account; see "Agreement" below.)	

Agreement

All signatures below are for all accounts opened pursuant to the CitiFolio Application bearing the Account Title specified below, unless otherwise noted by the insertion of an account number in the "Bank Use Only" section above. The insertion of an account number limits the authorities of this Signature Card to the account specified only.

Account Title: _____

Signer 1

Print Name: _____ Signature: 

Signer 2

Print Name: _____ Signature: 

Signer 3

Print Name: _____ Signature: 

Bank Use Only (check that all apply)

Employment Verified Phone Verified Identifications/References waived Check Waived/ Overridden ACAPS Overridden

CHECK PROCESSING FILE

CitiFolio® SIGNATURE CARD



Bank Use Only _____ of _____ Signature Cards			CPB Representative & Stamp Signature verified by:
Date	No. of Signatures Required	Account Number (To be completed only if this Signature Card is to be used for one account; see "Agreement" below.)	

Agreement

All signatures below are for all accounts opened pursuant to the CitiFolio Application bearing the Account Title specified below, unless otherwise noted by the insertion of an account number in the "Bank Use Only" section above. The insertion of an account number limits the authorities of this Signature Card to the account specified only.

Account Title: _____

Signer 1

Print Name: _____ Signature: 

Signer 2

Print Name: _____ Signature: 

Signer 3

Print Name: _____ Signature: 

Bank Use Only (check that all apply)

Employment Verified Phone Verified Identifications/References waived Check Waived/ Overridden ACAPS Overridden

CHECK PROCESSING FILE

PLEASE NOTE:

THE ATTACHED W-8BEN IS TO BE COMPLETED BY ONLY NON-U.S. CITIZENS.

If you are not a U.S. citizen, please consult with your tax advisor or visit www.irs.gov to determine your residency status before completing the attached IRS Form W-8BEN.

If you require an additional W-8BEN form, please visit www.irs.gov or contact your Citi Private Bank representative.

“Citi Private Bank” is a business of Citigroup Inc. (“Citigroup”), which provides its clients access to a broad array of products and services available through bank and non-bank affiliates of Citigroup. Not all products and services are provided by all affiliates or are available at all locations. All credit products are subject to credit approval.

Citi and Citi with the arc design are trademarks and service marks of Citigroup Inc. and its affiliates and are used and registered throughout the world.

Certificate of Foreign Status of Beneficial Owner for United States Tax Withholding

OMB No. 1545-1621

▶ **Section references are to the Internal Revenue Code.** ▶ **See separate instructions.**
 ▶ **Give this form to the withholding agent or payer. Do not send to the IRS.**

Do not use this form for:

- A U.S. citizen or other U.S. person, including a resident alien individual W-9
- A person claiming that income is effectively connected with the conduct of a trade or business in the United States W-8ECI
- A foreign partnership, a foreign simple trust, or a foreign grantor trust (see instructions for exceptions) W-8ECI or W-8IMY
- A foreign government, international organization, foreign central bank of issue, foreign tax-exempt organization, foreign private foundation, or government of a U.S. possession that received effectively connected income or that is claiming the applicability of section(s) 115(2), 501(c), 892, 895, or 1443(b) (see instructions) W-8ECI or W-8EXP

Note: These entities should use Form W-8BEN if they are claiming treaty benefits or are providing the form only to claim they are a foreign person exempt from backup withholding.

- A person acting as an intermediary W-8IMY

Note: See instructions for additional exceptions.

Part I Identification of Beneficial Owner (See instructions.)

1 Name of individual or organization that is the beneficial owner	2 Country of incorporation or organization
3 Type of beneficial owner: <input type="checkbox"/> Individual <input type="checkbox"/> Corporation <input type="checkbox"/> Disregarded entity <input type="checkbox"/> Partnership <input type="checkbox"/> Simple trust <input type="checkbox"/> Grantor trust <input type="checkbox"/> Complex trust <input type="checkbox"/> Estate <input type="checkbox"/> Government <input type="checkbox"/> International organization <input type="checkbox"/> Central bank of issue <input type="checkbox"/> Tax-exempt organization <input type="checkbox"/> Private foundation	
4 Permanent residence address (street, apt. or suite no., or rural route). Do not use a P.O. box or in-care-of address.	
City or town, state or province. Include postal code where appropriate.	Country (do not abbreviate)
5 Mailing address (if different from above)	
City or town, state or province. Include postal code where appropriate.	Country (do not abbreviate)
6 U.S. taxpayer identification number, if required (see instructions) <input type="checkbox"/> SSN or ITIN <input type="checkbox"/> EIN	7 Foreign tax identifying number, if any (optional)
8 Reference number(s) (see instructions)	

Part II Claim of Tax Treaty Benefits (if applicable)

9 I certify that (check all that apply):

- a The beneficial owner is a resident of within the meaning of the income tax treaty between the United States and that country.
- b If required, the U.S. taxpayer identification number is stated on line 6 (see instructions).
- c The beneficial owner is not an individual, derives the item (or items) of income for which the treaty benefits are claimed, and, if applicable, meets the requirements of the treaty provision dealing with limitation on benefits (see instructions).
- d The beneficial owner is not an individual, is claiming treaty benefits for dividends received from a foreign corporation or interest from a U.S. trade or business of a foreign corporation, and meets qualified resident status (see instructions).
- e The beneficial owner is related to the person obligated to pay the income within the meaning of section 267(b) or 707(b), and will file Form 8833 if the amount subject to withholding received during a calendar year exceeds, in the aggregate, \$500,000.

10 **Special rates and conditions** (if applicable—see instructions): The beneficial owner is claiming the provisions of Article of the treaty identified on line 9a above to claim a % rate of withholding on (specify type of income):
 Explain the reasons the beneficial owner meets the terms of the treaty article:

Part III Notional Principal Contracts

11 I have provided or will provide a statement that identifies those notional principal contracts from which the income is **not** effectively connected with the conduct of a trade or business in the United States. I agree to update this statement as required.

Part IV Certification

Under penalties of perjury, I declare that I have examined the information on this form and to the best of my knowledge and belief it is true, correct, and complete. I further certify under penalties of perjury that:

- 1 I am the beneficial owner (or am authorized to sign for the beneficial owner) of all the income to which this form relates,
 - 2 The beneficial owner is not a U.S. person,
 - 3 The income to which this form relates is (a) not effectively connected with the conduct of a trade or business in the United States, (b) effectively connected but is not subject to tax under an income tax treaty, or (c) the partner's share of a partnership's effectively connected income, **and**
 - 4 For broker transactions or barter exchanges, the beneficial owner is an exempt foreign person as defined in the instructions.
- Furthermore, I authorize this form to be provided to any withholding agent that has control, receipt, or custody of the income of which I am the beneficial owner or any withholding agent that can disburse or make payments of the income of which I am the beneficial owner.

Sign Here ▶

.....
 Signature of beneficial owner (or individual authorized to sign for beneficial owner) Date (MM-DD-YYYY) Capacity in which acting



Thank You. This completes the application portion.

Be sure to return:

- Application pages 1 through 6 (*sections 1-9*)
- Signature Card page
- Initial Deposit(s)
- W-8BEN (*if applicable*)

The remaining items should be retained for your records.

This section sets out general terms and conditions applicable to all accounts, credit and services which you may apply for through the CitiFolio® Application.

When you apply for an account, credit or service, you are agreeing to the agreements, rules, regulations, terms, conditions and disclosures therefor as in effect from time to time, whether set forth herein or any other document.

Definitions

The terms “you” and “your” refer to you, the applicant. If two or more applicants have applied for accounts, credit and services, “you” and “your” mean each of them individually and jointly.

The term “Citibank” refers to Citibank, N.A.

The term “Citigroup” means Citigroup Inc.

Unless otherwise defined herein, the terms “we”, “us”, and “our” refer to any or all of the affiliates of Citigroup providing accounts, credit and services available through the CitiFolio® Application, as the context requires.

Unless otherwise defined herein, the term “business day” means any day of the week that is not a Saturday, Sunday or bank holiday in New York, New York.

Confidentiality at Citibank

Please refer to the “CitiFolio Client Manual (Consumer Accounts)” under the heading titled “Electronic Banking” in the section “Confidentiality at Citibank.”

Note: In connection with providing or maintaining any account, credit or service granted to you pursuant to your CitiFolio Application, data may be transferred to, stored and processed in other countries, including for purposes relating to the operation thereof. Such purposes include, but are not limited to: processing of instructions/transactions and the generation of confirmations, advices and statements; maintenance of accurate “know your customer” information; the operation of control

systems; the operation of management information systems and allowing Citigroup affiliates’ staff who share responsibility for managing your relationship from other offices to view information about you. This data may become subject to the legal disclosure requirements of other countries, which may have differing laws relating to the degree of confidentiality afforded client information and such data may become subject to the laws and disclosure requirements thereof.

For additional information about our privacy practices, please refer to the Privacy Notice for Citi Private Bank Clients (*for Consumers*) immediately following these General Terms and Conditions.

Changing Your Account Records

It is important that your account records be kept up-to-date. Please keep us informed of any change in your name, address, employment or contact information. Please contact your Private Banking Service Representative or call Customer Service for the Citi Private Bank at 1-800-870-1073.* Be sure to change this information on all of your accounts.

Recording Your Service Requests

You agree that we may monitor and record the conversations our employees have with you. We do this from time to time to monitor the quality of service and accuracy of information our employees give you and to ensure that your instructions are followed.

**To ensure quality service, calls are randomly monitored and may be recorded.*

Instructions on Joint Accounts

Unless otherwise provided in the CitiFolio Application or the specific governing document for an account, credit or service, accounts opened in the names of two or more individuals will be considered joint accounts. With a joint account, we can act on the instructions of any one or more of the joint account owners whose signatures are on file with us. We will follow these instructions until we receive written notice to the contrary from any account owner or until we are aware of any dispute relating to the account. Thereafter, we may require all owners to authorize any subsequent instructions. Either joint account owner may close a joint account.



General Terms and Conditions—continued

Amendments/Changes to these General Terms and Conditions

We reserve the right to change these General Terms and Conditions as required by law or our policy and will revise them from time to time to reflect these changes. Copies will be available from your Private Banking Service Representative. We suggest that you keep any notification of changes along with the rest of your account information. Unless otherwise required by law, we may amend these General Terms and Conditions without prior notice to you. If we choose to notify you or are required by law to notify you of changes to these General Terms and Conditions, we may mail or deliver a notice, a statement message, or an electronic message to you at the last address we have on file for you.

Legal Process

We may comply with any writ of attachment, adverse claim, execution, garnishment, tax levy, restraining order, subpoena, warrant or other legal process which we believe (correctly or otherwise) to be valid. A fee for processing will be assessed. NOTE: If we are not fully reimbursed for our record search, photocopying and handling costs by the party which served the process, we may charge such costs to any account of yours, as we determine, in addition to our minimum legal process fee. You agree to indemnify, defend and hold us harmless from all actions, claims, liabilities, losses, costs and damages (including attorney's fees) associated with our compliance with any process that we believe to be valid. Accounts opened with trust or fiduciary designations (e.g., "XYZ Inc.-Client Trust Account") may be subject to levies and other legal process against your property unless our records clearly reflect the existence of an express written trust or court order.

We will not pay interest on any funds we hold or set aside in response to legal process. You agree that we may honor legal process which is served by mail or facsimile transmission, or at any of our offices, even if the law requires personal delivery at the office where you maintain your account.

Governing Law

Unless otherwise provided in the specific governing document for an account, credit or service, accounts, credit and services shall be governed by and construed in accordance with federal laws and regulations; provided that, to the extent that such laws do not apply, accounts, credit and services shall be governed by and construed in accordance with the laws of the State of New York.

Consent to Jurisdiction/Jury Trial Waiver

Except as otherwise provided by applicable law or the specific governing document for an account, credit or service, you irrevocably submit to the jurisdiction of any New York State or Federal court sitting in New York City, and you irrevocably agree that any action may be heard and determined in such New York State court or Federal court. You irrevocably waive, to the fullest extent you may effectively do so, the defense of an inconvenient forum to the maintenance of any such action in such jurisdiction. You irrevocably agree that the process relating to any such action in such jurisdiction may be served by mailing copies thereof to the address you have provided in your CitiFolio Application by registered or certified mail (postage prepaid) or by hand delivery of

copies thereof to a person of suitable age and discretion at such address, such service to become effective three business days after such mailing or on the date of such delivery, as the case may be. You may also be served in any other manner permitted by law UNLESS OTHERWISE PROHIBITED, YOU AND WE WAIVE TRIAL BY JURY IN ANY SUCH ACTION OR ANY COUNTERCLAIM RELATING THERETO.

Liens and Set-off

Except where prohibited by law, you give us a continuing lien on any account or other personal property of yours which is in our possession, including but not limited to bank deposits and securities. This lien shall be in the amount of any and all liabilities and obligations you may owe to us whether such liabilities and obligations exist now or are incurred in the future. You agree that such liabilities or obligations may be satisfied by applying any of your personal property with us. We may apply funds in your accounts with us or sell your personal property which is not an account, by public or private sale at our discretion, and use the proceeds of such sale to satisfy such liabilities or obligations whether or not such liability or obligation is subject to a contingency.

Severability

If any provision of these General Terms and Conditions shall be invalid, illegal or unenforceable in any jurisdiction, the validity, legality and enforceability of the remaining provisions, or of such provision in any other jurisdiction, shall not in any way be affected or impaired.

Conflicting Terms

If any provision of these General Terms and Conditions conflicts with that in the specific governing document for an account, credit or service, the provision in the specific governing document shall take precedence.

**CitiFolio**® Privacy Notice for Citi Private Bank Clients (for Consumers)

Our goal is to maintain your trust and confidence when handling personal information about you.

Choosing the Private Bank

By choosing the Citi Private Bank you have made a choice that enables us to provide you with products and services to help you meet your financial needs and objectives. Through this Notice, the Citi Private Bank, a business of Citigroup Inc. providing banking, investment and other products and services through various Citigroup affiliates, including the Citigroup affiliates listed in the “Note” below, describes what privacy means for you as a client of the Private Bank and such Citigroup affiliates when they provide products and services to you through the Private Bank.

Security of Personal Information

The security of personal information about you is our priority. We protect this information by maintaining physical, electronic and procedural safeguards that meet applicable law. We train our employees in the proper handling of personal information. When we use other companies to provide services for us, we require them to protect the confidentiality of personal information they receive.

A Citi Private Bank Relationship

You probably chose the Citi Private Bank for its global reach and its ability to offer you the wide range of products and services available through Citigroup affiliates. While information is essential to our ability to provide superior service and appropriate product offerings to you, we also believe your trust in our handling of that information is one of our most important assets.

About this Notice

We prepared this notice to let you know what privacy means for you as a client of the Citi Private Bank and the Citigroup affiliates listed below when they provide products and services through the Private Bank, and to help you understand what information is collected, how it is protected and the circumstances under which it may be disclosed.

We may change this notice from time to time. If we do, we will notify you as required by applicable law.

Please note that if you establish or maintain an account, credit, product or service with any Citigroup affiliate listed below other than through a Private Bank relationship, with any other Citigroup affiliate through a Private Bank referral, or directly with any other Citigroup affiliate, you may receive a notice from that Citigroup affiliate regarding its privacy practices. The practices described in that notice and not the practices described here will apply to that relationship. Your Private Bank Team can assist you with obtaining the information needed to contact that affiliate if you wish to discuss their privacy notice.

Information We Collect and Use

Clients expect us to know who they are when they call us for service. We collect and use information in order to help us meet those expectations and to serve their individual needs. What’s more, we use that information to tailor Citi product and service offerings to different client needs and to enable us to extend those offers at appropriate times in their lives.

At the same time, by maintaining information, we eliminate the inconvenience of requiring clients to supply us with the same data over and over again. In addition, we collect and use information to meet legal and regulatory standards (e.g., “Know Your Customer” requirements) and to operate prudently (e.g., managing credit risk).

We collect nonpublic personal information about clients from applications, other forms or documentation, clients’ transactions or communications with us, and from Citigroup affiliates or nonaffiliated third-parties, such as credit bureaus and personal references.

Information We Disclose

We do not disclose nonpublic personal information about Private Bank clients or former clients, except to bring them products and services available through the Citi Private Bank, to help serve their individual needs, to companies that perform marketing, research and services on our behalf, or as permitted or required by law.

Inquiries

If you have any questions about any of the above information, please call your Private Bank Team.

NOTE: “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., Citicorp North America, Inc., Citicorp Trust, N.A., Citigroup Trust–Delaware, N.A., Citicorp Trust South Dakota, Citigroup Institutional Trust Company, Citicorp USA, Inc. and Citigroup Global Markets Inc.

Securities transactions available through Citigroup Global Markets Inc., member SIPC.

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



CitiFolio® Client Funds Transfer Instructions

If you wish to instruct Citibank, N.A. (hereafter referred to as “Citibank”, “we”, “us” or “our”) to transfer funds from any of your accounts maintained with Citibank (i) to other accounts internally within Citibank or externally with other financial institutions, (ii) to issue foreign exchange drafts or cashier’s checks, or (iii) to effect standing instructions (hereafter referred to as “Transactions”), you agree that any such transfer will be subject to the following terms and conditions.

Authorization

You authorize Citibank to act on any of your instructions to execute Transactions that it receives in person, by telephone or in writing (original or facsimile) from any one of your authorized account signers or from any one of your designated representatives identified as such by you to your Private Banking Service Representative (authorized signers and designated representatives collectively hereafter referred to as “Authorized Parties”).

Reliance by Citibank

You agree that Citibank may rely upon the information you provide in connection with your instructions to us to execute Transactions on your behalf and that any errors in that information, including misidentification of recipient(s), incorrect or inconsistent account names and numbers and misspellings are your responsibility.

Security Procedures

Citibank will follow security procedures designed for your and our protection to verify that your instructions have been properly authorized. The security procedure Citibank follows depends on the method you choose to give your instructions: generally, voice recognition for Transactions made by telephone and signature verification of an Authorized Party for Transactions made in writing. In addition, (i) any instructions in an amount of \$400,000 or more (other than transfer between accounts with identical account titles, taxpayer identification numbers and authorized signers) must be in writing (original or facsimile) signed by an Authorized Party, and (ii) any instructions to transfer funds from an account that requires two or more authorized signers must be in writing (original or facsimile).

Citibank will verify written instructions received by facsimile transmission in an amount of \$400,000 or more, by call or call back to an Authorized Party (except as provided in (iii) in the paragraph below). If Citibank is unable to verify your instructions or is not satisfied with the verification it receives, Citibank will not execute the Transaction.

Citibank will NOT make a verification call in the case of instructions given (i) in person, (ii) by original writing, (iii) in any manner to transfer funds between accounts maintained with Citibank which have identical account titles, taxpayer identification numbers and authorized signers, or (iv) by telephone or in writing (original or facsimile) in amounts less than \$400,000.

You agree to be bound by any instructions to transfer funds that Citibank receives and verifies to the extent verification is required in accordance with the procedures outlined above.

External Funds Transfers

Transfer to Recipient Bank

When you instruct Citibank to execute an external funds transfer, you must select a financial institution as the recipient bank for the transfer. For transfers within the United States, the recipient bank must be a

member of the Federal Reserve System, CHIPS (Clearing House Interbank Payment System) or a correspondent bank of such a member.

You may request either that the funds be deposited in a particular account at the recipient bank or that the funds be held at the recipient bank for your recipient. The recipient bank will be responsible for following your instructions and for notifying the recipient that the funds are available. If you identify a recipient by name and account number, the recipient’s bank may pay the funds to the person identified by the account number, and your payment will be final even if the account number provided does not correspond to your recipient. (The recipient bank is not obligated to verify that the account number belongs to your recipient.)

Once the funds are transferred to the recipient bank, the funds become the property of the recipient bank, and the recipient bank is responsible to locate, identify and make payment to your recipient.

Any losses resulting from an incorrect account number or other misidentification of your recipient are your responsibility and not Citibank’s.

Currency of Transfer

External funds transfers to recipients within the United States are made only in U.S. dollars. For funds transfers to a recipient and recipient bank in any other country, the transfers will be made in the currency of that country, unless you choose to send U.S. dollars. For local currency funds transfers, Citibank will convert your U.S. dollars to the local currency at the then current exchange rate offered by Citibank for similar transactions, which will include a fee to Citibank for exchanging the currency.

If you request us to transfer U.S. dollars to your recipient, we cannot guarantee that your recipient will be able to receive U.S. dollars, because the laws of the country in which the recipient bank is located may restrict such a transfer. If your transfer must be converted to the local currency, the recipient bank may charge a fee for this exchange. Transfers to locations outside the United States may be subject to legal and regulatory limitations imposed by the United States or foreign nations.

Means of Transfer

To make external funds transfers, Citibank uses a variety of banking channels and facilities but will ordinarily use electronic means. You agree that we may choose any conventional means that we deem suitable to transfer your funds to your recipient.

Because we do not maintain banking relations with every bank, it may be necessary for us to use one or more intermediary banks before your funds are transferred to the recipient bank. Once we transmit your instruction to an intermediary bank, it will be that bank’s responsibility to ensure that your instruction is executed.

Charges Imposed by Intermediary/Recipient Banks

You understand that the actual amount that your recipient receives may be reduced by charges imposed by the intermediary and/or recipient bank, including those for processing your funds transfer or for exchanging currency.

Recalls/Amendments/Cancellations

You may recall, amend or cancel your external funds transfer instruction only if we receive such request at a time that provides us a reasonable opportunity to act upon your request, the funds have not already been made available to your recipient and the recipient bank otherwise agrees to such recall or amendment of your funds transfer.



Client Funds Transfer Instructions—continued

If the recipient bank confirms that the funds are returnable and the funds are returned to Citibank by the recipient bank, Citibank will return the funds to you. The amount that is returned to you may be less than you originally transferred because of service charges of the recipient bank or Citibank. Your refund will be in U.S. dollars. If your funds transfer was in a foreign currency, your U.S. dollar refund may be at the exchange rate offered by Citibank for similar transactions on the date the funds are returned, which may include a fee to Citibank for exchanging the currency. Citibank's exchange rate for transfers in a foreign currency includes a commission for the exchange service.

Rejection of an Instruction

We reserve the right to reject your funds transfer instruction if you have insufficient available funds in your account, your instruction is incomplete or unclear or we are unable to fulfill your instruction for any other reason.

Delay, Non-Execution of External Funds Transfer Instruction

While we will handle your external funds transfer instruction as expeditiously as possible, you agree that Citibank will not be responsible for any delay, failure to execute or misexecution of your instruction due to circumstances beyond Citibank's reasonable control, including without limitation any inaccuracy, interruption delay in transmission or failure in the means of transmission, whether caused by strikes, power failures, equipment malfunctions or acts or omissions of any intermediary bank or recipient bank. CITIBANK MAKES NO WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO ANY MATTER IN CONNECTION WITH EXTERNAL FUNDS TRANSFERS.

Incoming Funds Transfers

You understand that although it is Citibank's practice to notify you promptly of incoming funds to your account(s), Citibank is not obliged to do so.

Claims

You agree that within thirty days after you receive notification that your Transaction has been executed, you will notify us of any errors, delays or other problems related to your instruction. In the event that it is determined your Transaction is delayed or erroneously executed as a result of Citibank's error, Citibank's sole obligation to you is to pay or refund such amount as may be required by applicable law. In no event shall Citibank be responsible for any consequential or incidental damages or expenses in connection with your instruction. Any claim for interest payable by Citibank shall be at Citibank's published savings account rate in effect in the state (including the District of Columbia) of execution of the funds transfer.

In any event, if you fail to notify us of any claim concerning a Transaction within one year from the date that you receive notification that your Transaction has been executed, any claim by you will be barred under applicable law.

Indemnity

In consideration of the agreement by Citibank to act upon funds transfer requests in the manner provided in this agreement, you agree to indemnify, defend and hold Citibank harmless from and against any and all claims, suits, judgments, executions, liabilities, losses, damages, costs and expenses—including reasonable attorney's fees—in connection with funds transfers made pursuant to this agreement. This indemnity will not be effective to relieve and indemnify Citibank against its gross negligence, bad faith or willful misconduct.

Amendment

Citibank may change the terms of this agreement at any time, Citibank will give you written notice of any change and if you do not give Citibank written notice of your objection thereto within 15 days of the date of Citibank's notice to you, such change shall be effective. You will be conclusively deemed to have agreed to such change if you do not so object and you thereafter instruct Citibank to effect a Transaction.

Governing Law/Jurisdiction/Jury Waiver

These terms and conditions will be governed by the laws of the State (including the District of Columbia) where the account from which the funds transfer is made is located and by Federal law as applicable. Any dispute in connection with these terms and conditions shall be adjudicated in a Federal or State (including the District of Columbia) court located in the city where the account from which the funds transfer is made is located. UNLESS OTHERWISE PROHIBITED, EACH OF YOU AND WE WAIVE TRIAL BY JURY IN ANY SUCH DISPUTE.

“Citi Private Bank” is a business of Citigroup Inc. (“Citigroup”), which provides its clients access to a broad array of products and services available through bank and non-bank affiliates of Citigroup. Not all products and services are provided by all affiliates or are available at all locations. All credit products are subject to credit approval.

Citi and Citi with the arc design are trademarks and service marks of Citigroup Inc. and its affiliates and are used and registered throughout the world.

CITIBANK, N.A.
MEMBER FDIC

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Item PBG713 (Rev. 07/08)

