



CitiFolio®

CLIENT MANUAL

Consumer Accounts

U.S. MARKETS

Effective July 15, 2007



CitiFolio®

Important Notice

The information contained in this Client Manual – Consumer Accounts and accompanying Marketplace Addendum(s) apply to accounts and services available from the Financial Center of Citibank, N.A. to which you are applying pursuant to your CitiFolio® Application. These documents contain important information about your applied for accounts and services. The accompanying Marketplace Addendum(s) are a part of this Client Manual – Consumer Accounts. The Marketplace Addendum for each marketplace will apply to all accounts and services available from Financial Centers in that marketplace, even if your primary Citi Private Bank relationship has been established in a different marketplace.

Please be advised that the following sections of this manual do NOT apply to Citi Private Bank clients:

- “Spanish Language Preference” (page 1)
- “Information Sharing” (page 2)
- “Access Account” (page 3)
- “Package Pricing” (page 4)

Other changes to this manual:

- 1) The following sections of this manual are replaced by those from the CitiFolio Application, as follows:

Replace the following sections of this manual	With the following sections of the CitiFolio Application
“Confidentiality at Citibank” page 16	“General Terms and Conditions”
“Copy of the Signature Card” page 26	“CitiFolio Signature Card” (Contained in the CitiFolio application folder)
“Our Privacy Notice” pages i-iii	“Privacy Notice for Citi Private Bank clients (for Consumers)”

- 2) The definition of the term “Non-Financial Center Based Smith Barney Account” on page 1 is replaced with the following:

“For the definition of the term ‘Non-Financial Center Based Smith Barney Account’ please see the ‘Linking a Private Bank Checking Account to a Smith Barney Investment Account’ paragraph in the ‘Regular Checking’ and ‘Interest Checking’ sections under the heading, ‘Checking,’ in the ‘Quick Reference Guide’ section of this manual.” (See item 3 below)

- 3) “Quick Reference Guide” page 3, please add the following as the last paragraphs of the “Regular Checking” and “Interest Checking” sections under the heading, “Checking”:

“Linking a Private Bank Checking Account to a Smith Barney Investment Account. If your Smith Barney* Financial Advisor is located on the premises of a Citibank Financial Center, you can open a Smith Barney investment account (a ‘Financial Center Based Smith Barney Account’) and link that account to a checking account you open through Citi Private Bank, provided that the account titles are identical. Alternatively, an eligible Smith Barney account that is maintained in an office of Smith Barney located outside of a Citibank

(continued)



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Financial Center (a 'Non-Financial Center Based Smith Barney Account') may also be linked to a checking account you open through Citi Private Bank, provided that your Private Bank checking account is not linked to a Financial Center Based Smith Barney Account.

Linking your Private Bank checking account to either a Financial Center Based Smith Barney Account or a Non-Financial Center Based Smith Barney Account (collectively 'Linked Smith Barney Account') has many advantages, like being able to view the balances in your Linked Smith Barney Account using Citibank® Online and at ATMs located in Citibank Financial Centers.

Smith Barney may have additional linking requirements concerning the Non-Financial Center Based Smith Barney Account that can be linked and may also require you to sign a Smith Barney Linkage Agreement. To arrange for this linkage, please contact your Smith Barney Financial Advisor.

If you have a checking account of the type described in this section opened through the Private Bank and it is linked to a Non-Financial Center Based Smith Barney Account, the following additional terms apply:

- a. You can choose to link your Non-Financial Center Based Smith Barney Account to your Private Bank checking account provided that one of the Private Bank checking account owners is also an account owner of the Non-Financial Center Based Smith Barney Account meeting Smith Barney's requirements for such linkage;
- b. Only one common owner of the Private Bank checking account needs to agree to this arrangement and that agreement will bind all Private Bank checking account owners;
- c. The Private Bank checking account cannot be used as a transaction account for settlement of your securities trades in your Non-Financial Center Based Smith Barney Account; and
- d. The Private Bank checking account cannot also be linked to a Financial Center Based Smith Barney Account.

*Securities transactions are through Smith Barney, a division of Citigroup Global Markets Inc., member SIPC, and an affiliate of Citibank.

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

- 4) "Citibank® Global Transfer Service" page 13, please add the following as the sixth sentence of the penultimate paragraph: "Account to Account transfers from accounts opened through Citi Private Bank are limited to US\$5,000 per day and US\$25,000 per week from a single account."
- 5) Any references to "back cover" or "back cover of this agreement" is intended to mean "last page" or "last page of this agreement".
- 6) For questions and inquiries about your accounts, instead of the CitiPhone Banking® telephone number listed in this manual, please direct them to:
 - Customer Service for Citi Private Bank at 1-800-870-1073 (to ensure quality service, calls are randomly monitored and may be recorded)
 - For the speech and hearing impaired, our Text Telephone line at 800-788-6775

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General Information

The information in this Client Manual applies to accounts and services obtained at a Citibank Financial Center, through Citiphone Banking or using Citibank Online. Some of the products and services described in this Client Manual may not be available through Citiphone Banking® or Citibank Online. When you open an account, you are agreeing to the terms and conditions governing that account. This Client Manual and accompanying Marketplace Addendum contain important details, rules and procedures for checking, savings, money market accounts, Certificates of Deposit (CDs), and Market Rate accounts. They also explain when your deposits will become available for withdrawal, tax identification requirements and rules governing electronic transfers. The Client Manual and Marketplace Addendum do not contain information relating to specialized services such as Retirement Plan Services accounts, mortgages, Citibank Private Bank accounts, CitiBusiness accounts, or investment services through Smith Barney, a division of Citigroup Global Markets Inc., member SIPC, and an affiliate of Citibank.

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DEFINITIONS

For the purpose of this Manual, the words “we,” “us,” “our,” and “Citibank” refer to Citibank, N.A., a member of the FDIC. The words “you” and “your” refer to you the Citibank client.

The term “Home Financial Center” refers to a branch of Citibank. If you open an account using Citibank Online please see the Marketplace Addendum — Citibank Online for information about the location of your Home Financial Center.

The term “Home Financial Center” refers to the Financial Center where you open your account or to which you transfer your account. If you open an account using Citibank Online please see the Marketplace Addendum — Citibank Online for information about the location of your Home Financial Center.

The term “business day” means any day of the week that is not a Saturday, Sunday or bank holiday. Non-business days are considered part of the following business day. The end of business day varies from Financial Center to Financial Center, and is posted in each Financial Center. For a definition of business day as to the availability of deposits you make, please refer to the Funds Availability at Citibank section of the Marketplace Addendum.

The terms “Smith Barney” and “SB” refer to the Smith Barney division of Citigroup Global Markets Inc., member SIPC, and an affiliate of Citibank, along with its successors and/or assigns.

For the definition of the term “Non-Financial Center Based Smith Barney Account” please see the “Linking Your Account to a Smith Barney Investment Account” paragraph in the Citibank Account, Citibank Everything Counts Account and Citigold Account sections of the Marketplace Addendum.

This Client Manual applies to accounts in the geographical area where you open your account. Citibank deposit accounts maintained in other geographic areas throughout the U.S. and the Commonwealth of Puerto Rico cannot be linked for pricing, statements, safety check and certain transactions between accounts. For example, the New York area is treated as a separate geographical area from the California, New Jersey, or Florida areas.

Please note that if your country of residence is other than the United States or Commonwealth of Puerto Rico, your country of residence may have laws, rules and regulations that govern, affect or may be prompted by your application for and use of our accounts, products, and services, including laws, rules and regulations regarding taxes and exchange controls.

SPANISH LANGUAGE PREFERENCE

This section applies if you select Spanish as your preferred language for communicating with Citibank. Please note that we may not be able to accommodate this preference at all Citibank financial centers or for all products and services.

Account Documents. When you open a personal deposit account, you will receive a Spanish translation of the Client Manual and Marketplace Addendum along with the English version. The Spanish translation of the account documents you receive is for your convenience only and may not cover all services related to your account. While we have tried to ensure that the Spanish translation is correct, it may vary somewhat from the English version, which will govern your account. We recommend that you keep both versions for your records.

Account Communications. Although we may send you a Spanish version of your account statement, you can obtain an English translation upon request. (Citigold Account statements are not currently available in Spanish.) Certain other notices, disclosures and communications may be available only in English.

Availability of Products and Services in Spanish. Some products and services provided in our financial centers may be available only in English.

Customer Service. You can receive customer service in Spanish by calling Citiphone Banking.

CUSTOMER SERVICE

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 address. Just call CitiPhone Banking®. Be sure to change the address on all of your accounts.

If you notify us of a change of address once your account is opened, it will not affect the Home Financial Center assigned for your accounts. Once your Home Financial Center is established, any additional accounts you open by phone, mail or using Citibank® Online will be assigned to that Financial Center.

Statements and Notices. Each statement or notice is sent to only one owner per account, regardless of the number of account owners. Notification given to any one owner is considered notification to all owners of the account. We use ordinary mail or electronic mail for delivery and pay all postage (when applicable). All statements and notices (including any returned to us as undeliverable) are considered delivered to you on the date we first place them in the mail or the date the electronic mail is first sent. We are not responsible for statements or notices lost in transmittal.

If two consecutive statements and/or notices are returned to us for any reason, you agree that we may hold subsequent notices and statements until we receive forwarding information from you.

Account Errors. You have a responsibility to review your account statements in a timely manner and to notify us promptly of any errors. You must notify us in writing within 30 days after we send or make available to you your account statement and accompanying items of any errors, discrepancies, or unauthorized transactions not involving an electronic funds transfer. If you fail to do so, we will not be liable for debits or charges to your account resulting from such errors, discrepancies or lack of authorization, or for losses resulting from subsequent related occurrences.

You also agree that any suit or demand for arbitration that you assert based on an account error, discrepancy, or unauthorized transaction must be brought within one year after the date of the first account statement on which the error, discrepancy, or unauthorized transaction appears.

If you think an error has been made or if you need more information, call CitiPhone Banking. Please read the “Errors and Problem Resolution Procedures” section on page 14 for additional information about Electronic Banking transactions.

If, by mistake, funds to which you are not entitled are deposited into your account, we have the right to remove these funds from the account at any time without prior notice to you. If there are insufficient funds in the account to correct the mistake, we may charge your other accounts for the necessary funds.

If your account is debited with a substitute check you have received from us and you believe that there is an error or discrepancy or that the transaction is unauthorized, you are entitled to additional rights under the law. Please refer to the “Substitute Checks and Your Rights” section on page 22 under the heading Account Transactions for a description of those rights.

Recording Your Service Requests. You agree that we may record the conversations our employees have with you or your agents. 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.

Accounts or Services No Longer Offered. For information regarding accounts or services that are no longer offered, please consult your original account agreements.

SPECIAL SERVICES FOR PERSONS WITH DISABILITIES

At Citibank, access to services and facilities is available to all clients, including those with vision, hearing or physical disabilities.

- Clients with vision and reading disabilities can get cash and make deposits at our Citibank proprietary ATM locations (ATMs that are owned and operated by Citibank) via special screens and audio cues. Ask for instructions at your nearest Financial Center
- Text Telephone (TTY) service for individuals with speech and/or hearing disabilities is available to clients seeking service or account-opening assistance. For service inquiries, call the toll-free TTY number, located on the back cover of this agreement
- By prior arrangement, sign language interpreters can be made available in our Financial Centers
- Citibank proprietary ATM locations feature one lowered ATM machine serving the needs of individuals in wheelchairs

INFORMATION SHARING

Our Privacy Notice describes personal information we may collect about you, including your name, address, telephone number, and other information we receive from you, information about your account and transactions, and information we receive from credit reporting agencies and other sources. You authorize us to disclose this information to affiliates and nonaffiliated third parties as permitted by applicable law except as you or we limit those disclosures under the terms of our Privacy Notice. We provide a copy of our Privacy Notice with this agreement and will provide it thereafter as required by applicable law. You can also receive a copy by calling us toll-free at 1-888-214-0017.

AMENDMENTS/CHANGES TO THIS AGREEMENT

We reserve the right to change the terms and conditions contained in this Client Manual and the Marketplace Addendum, which may include adding to them or deleting certain provisions entirely or partially. In addition, we will revise this Client Manual and the Marketplace Addendum from time to time to reflect these changes. Copies of the current Client Manual and the Marketplace Addendum will be available at any Financial Center or you can call CitiPhone Banking® to request a new copy. We suggest that you keep any notification of changes to this agreement along with the rest of your Citibank account information. Unless otherwise required by law, we may amend this Client Manual and the Marketplace Addendum without prior notice to you. If we choose to notify you or are required by law to notify you of changes to this agreement, 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. Certain fees may change without notice to you.

DISPUTED CONSUMER REPORTING AGENCY INFORMATION

If your account has been maintained in an unsatisfactory manner, we sometimes report information about you and any joint account holders or authorized signers on the account to a Consumer Reporting Agency.

If you disagree with the accuracy of the information that we submit to a Consumer Reporting Agency, please call CitiPhone Banking (see the back cover for phone numbers) or write to us at Citibank — Credit Bureau Inquiry, P.O. Box 769004, San Antonio, TX 78245-9989. We will review our files and respond to you in writing.

LEGAL PROCESSING

You agree that we may comply with any state or federal legal process, including, without limitation, any writ of attachment, adverse claim, execution, garnishment, tax levy, restraining order, subpoena or warrant relating to you or your account which we believe to be valid, without any liability from us to you. You agree that if we are served with legal process at any of our financial centers or offices, we may comply with it, even if it is served at a location other than where your account was opened. Further, you agree that we may comply with such process as we deem appropriate under the circumstances even if the legal process or document appears to affect the interest of only one owner of a joint account. In such case, we may refuse to permit withdrawals or transfers from your account until such legal process is satisfied or dismissed even if such action results in insufficient funds to pay a check you have written or otherwise satisfy an obligation you may have incurred. Accounts opened with trust or fiduciary designations (e.g., “XYZ, Inc.-Client Trust Account”) may be subject to legal process unless our records contain an express written trust or court order that provides otherwise.

You agree that we are entitled to a processing fee, for which you are liable to us, upon receipt of any legal process. We may deduct such fee, as well as any expenses, including without limitation attorneys’ fees, in connection with any such document or legal process, from your account or any other account you may have with us without prior notice to you, or we may bill you directly for such expenses and fees. In addition, you agree that if we are not fully reimbursed for our record research, reproduction and handling costs by the party which served the process, you shall be similarly liable to us. Any garnishment, attachment or other levy against your account shall be subject to our right of setoff and security interest.

You agree to release and indemnify, defend and hold us harmless from all actions, claims, liabilities, losses, costs and damages including, without limitation, attorneys’ fees, associated with our compliance with any legal process we believe to be valid.

You agree that we will not pay and you shall not be entitled to receive interest on any funds we hold or set aside in connection with or response to legal process. Finally, you agree that we may accept and comply with legal process, irrespective of how and/or where it was received even if the law requires any particular method of service.

GOVERNING LAW

Accounts and services through Citibank are governed by Federal law and regulations. To the extent that such laws and regulations do not apply, these accounts and services shall be governed by and be construed in accordance with the laws of the State in which the Financial Center for your account is located.

Quick Reference Guide

The following is a brief description of the deposit components offered at Citibank that could be linked for pricing. Some of the accounts listed below are not available in all marketplaces. Please refer to the Marketplace Addendum applicable to your market for further details.

CHECKING

Access Account

The simplest transaction account among Citibank’s offerings. The Access Account is a non-interest bearing transaction account that provides you with all the benefits of a Regular Checking account without having to write checks. A great way to start a relationship, and experience convenience of banking with Citibank.

Regular Checking

This is our core checking account. Regular checking is a non-interest bearing, transactional account that allows you to write checks against your account, and it provides all the benefits and convenience of managing your finances at Citibank.

Interest Checking

With this account, you earn interest on the funds in your account. This is an interest bearing, transactional account which allows you to write checks while giving you the additional flexibility of banking convenience. For Citigold customers, this account is called Citigold Interest Checking.

SAVINGS

Day-to-Day Savings

This is a statement savings account. It can operate with a Citibank® Banking Card, which enables you to make deposits, withdrawals and transfers through the convenience of an ATM, over the phone or at a Financial Center. Your activity is summarized in a periodic statement. Certain restrictions apply to the Basic Savings Account. See Marketplace Addendum for more details.

Passbook Savings

This savings account comes with a passbook in which your aggregate account activity can be entered. This passbook serves as your only record, no periodic statement is issued.

Money Market Accounts

These are limited transaction savings accounts that have a variable annual percentage yield that may change over time. Some money market accounts allow check writing ability.

Certificate of Deposit

A savings account for time deposits. Your funds are left in the account for a specified term and may be withdrawn at maturity. Terms range from 3 months to 5 years. There is a penalty for early withdrawal. For additional information please see the Marketplace Addendum.

Market Rate and Market Rate Plus Accounts

A savings deposit account with limited access and special terms and conditions. For additional information please see the Marketplace Addendum.

Package Pricing

At Citibank, we're committed to giving our clients superior service and value. And that means providing you with solutions. You can achieve your financial goals and simplify the way you manage your money with our various offerings of account packages.

The banking and financial services you need today — and tomorrow — are available to you at any time. Now, you can keep track of your finances all in one place and receive the personalized service and recognition you deserve. This is possible because Citibank account packages provide you with more rewards for your accounts with Citibank and its affiliates. By bringing together your deposits, loans and credit cards through Citibank (South Dakota), N.A., an affiliated bank, and investments through Smith Barney, you can reduce or even eliminate service fees in some cases, obtain better rates on both your deposits and loans, and gain easier access to your accounts.

There are several ways to bring your accounts together, each package tailored with specialized pricing to make the most of your resources. We offer Basic Banking, Citibank Access Account, Citibank® Student Account, Citibank® EZ Checking, The Citibank Account, Citibank Everything CountsSM, and the Citigold® account. Based on your account balances and your monthly transactions, you will find one that provides the right solutions for your particular needs.

For additional information about the various checking account packages and deposit accounts available in your Financial Center, please refer to the Marketplace Addendum provided with this manual.

Account Opening/Ownership

This section of the Client Manual contains the general information, rules and regulations that apply to all Citibank consumer deposit accounts.

OPENING AN ACCOUNT

Required Information. Savings and checking accounts are opened subject to our ability to verify your identity, address and signature.

We require suitable forms of identification. When you open an account, we may obtain a report from a consumer reporting agency. We require a Social Security Number or Individual Taxpayer Identification Number (ITIN) for all accounts; and for accounts earning interest, we also require that you certify this number. This requirement does not apply to nonresident aliens, but these individuals may only open accounts at Financial Centers and must periodically certify their non-resident status.

Account Summary Session Statement. The Account Summary Session Statement summarizes the information you provided the Bank during account opening, it is not a deposit receipt.

ACCOUNT OWNERSHIP

Individual Account. An individual account is opened in the name of one person only. The authorization of this person is required for transactions on this account.

Joint Account. An account can be opened in the name of more than one individual. Such an account will be considered a Joint Account with Right of Survivorship. All money on deposit will be owned jointly. The signatures of all named joint account owners must be on file to establish their ownership rights.

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 withdrawals. Either joint account owner may close a joint account.

EACH ACCOUNT HOLDER IS JOINTLY AND SEVERALLY RESPONSIBLE FOR PAYING OVERDRAFTS CREATED BY ANY AUTHORIZED SIGNER(S) OR PARTY TO THE ACCOUNT, WHETHER OR NOT THEY PARTICIPATE IN THE TRANSACTION OR BENEFIT FROM ITS PROCEEDS. WE MAY BE REQUIRED BY LEGAL PROCESS TO PAY ALL THE FUNDS IN A JOINT ACCOUNT TO SATISFY A JUDGMENT AGAINST ANY OR ALL ACCOUNT OWNERS.

If a joint account owner dies, full ownership and control of the balance of the account passes to the surviving account owner(s). See "Accounts of Deceased Persons" on page 6.

In-Trust-For (ITF) Account. This account establishes another person as beneficiary for an individual or joint account. The beneficiary receives the funds in the account only upon the death of all account owners and cannot make any withdrawals or account changes before this time. If more than one beneficiary is named in our records, they will share equally in the account proceeds. During the lifetime of one or more account owners, this account will be treated as an individual account or joint account, as applicable. To change the beneficiary, all account owners must sign an In Trust for Account Change Beneficiary form.

Trust Account. The funds in this type of account are owned by a trust. In some cases the trust must have its own Taxpayer Identification Number issued by the IRS. A trustee certification is required to open this type of account.

Uniform Transfers to Minors Account ("UTMA Account"). The funds in this type of account are owned by a minor, who receives the funds as a permanent (irrevocable) gift. The Account is controlled by a custodian, who manages the account for the minor's benefit. One custodian and one minor are allowed per account, unless the account is established under Maryland's UTMA rules. We act only upon the custodian's instructions. You may wish to consult your tax advisor or attorney before opening a UTMA account.

FDIC INSURANCE

Your deposits at Citibank are insured by the Federal Deposit Insurance Corporation (FDIC). There is separate insurance up to \$100,000 for each of the following types of accounts. Add together all of your accounts at Citibank, in each of these categories to determine your FDIC coverage:

- Individual Account (including Sole Proprietorship Accounts)
- Joint Account. An individual's interest in all joint accounts at Citibank are added together and the total is insured up to \$100,000
- Testamentary Account (such as an In-Trust-For Account), naming account owner's spouse, child, stepchild, grandchild, parent, or sibling as beneficiary (not added together with owner's or beneficiary's individual accounts). Other testamentary accounts are added to the account owner's individual accounts
- Uniform Transfers to Minors Account (added together with all other accounts of the minor for a total of \$100,000 coverage)
- Irrevocable Trust Accounts, including certain corporate retirement plan accounts. The interest of each known beneficiary is separately insured up to \$100,000 and is not added together with any beneficiary's individual accounts
- Estate Account (not added together with any beneficiary's individual accounts).

In addition, your deposits in Citibank Individual Retirement Accounts, Keogh Plans and other retirement accounts are insured by the FDIC up to a total of \$250,000.

SPECIAL CIRCUMSTANCES

Restricted Access. There are occasions when we restrict access to deposits, such as when your account application is being processed, when funds are assigned as collateral or when we are required by law to restrict access. If funds assigned as collateral are in interest-bearing accounts, they will continue to earn interest as usual. They may not, however, be used in connection with our Safety Check service.

When we receive an order instructing us to restrict access to funds in an account, we ensure compliance by removing the funds from the account and maintaining them separately. These funds will not earn interest and will not be considered as part of your combined balances when we determine account fees and rates.

Forfeited Accounts. If your account is seized by or forfeited to the United States government or a state government, you no longer have title to the account, and the funds in it will no longer earn interest, even if the funds are eventually returned to you.

Right of Setoff. Subject to applicable law, we may exercise our right of setoff against any and all of your accounts (except IRA, Keogh plan and certain Trust Accounts) without notice, for any liability or debt of any of you, whether joint or individual, whether direct or contingent, whether now or hereafter existing, and whether arising from overdrafts, endorsements, guarantees, loans, attachments, garnishments, levies, attorneys' fees, or other obligations. If an account is a joint or multiple-party account, each joint or multiple-party account owner authorizes us to exercise our right of setoff against any and all accounts of each account owner.

You expressly agree that our right of setoff extends to, and may be directed towards, any Federal or state benefit payments (including Social Security benefits) directly deposited into your account. You acknowledge and agree that if you do not want your electronically deposited benefits to be subject to our right of setoff, you have the option of changing your direct deposit instructions by providing notice to the benefits payor at any time.

You also agree to allow us to apply any subsequently credited deposit made to your account against any overdraft and associated fees and charges, and that we may use any Federal or state benefits payment that is deposited into the account (including direct deposit of Social Security) for this purpose. You acknowledge and agree that if you do not want your electronically deposited benefits applied in this way, you have the option of changing your direct deposit instructions by providing notice to the benefits payor at any time.

Dormant Accounts. Under abandoned property statutes, we must turn over to the state your checking, savings, or matured certificates of deposit accounts if you have not done at least one of the following during a specified period of time:

- Deposited or withdrawn funds when you presented your Passbook or Certificate to have us record your interest.
- Signed our active account confirmation form
- Written to us concerning the account

A Certificate of Deposit account that has not reached maturity is not considered inactive, but if the account renews automatically, it can become inactive in our records starting after the maturity date.

Please note that the period of inactivity for an account to be considered abandoned property differs by state. The laws of the state of your last known address determine the inactivity period and the manner in which your funds are transferred to the state. Please contact CitiPhone Banking or your Home Financial Center if you would like specific information concerning the length of the inactivity period applicable to your account.

Accounts of Deceased Persons. In case of death of an account owner, we will continue to honor checks written on that account until we are notified of the death. Upon notification, we will block individual accounts; joint accounts may remain unblocked for up to 30 days after we have been notified of an account holder death. By law, certain documents must be presented to us before funds in such an account can be paid out and the account closed. These documents may include:

- A. Certified Copy of Death Certificate
- B. Letters Testamentary or Letters of Administration
- C. Decree from Probate Court
- D. Documents Evidencing that Estate Taxes are paid or not owed (New York only)
- E. Foreign Deceased — (out of the Country). We require a certified copy of the Death Certificate translated into English and attested to by the American Consul. Ancillary letters issued from a court in the United States may also be required.

NOTE: Additional documents may be required depending on the ownership of the account.

For more information about which documents are required, please speak to your Financial Center or contact CitiPhone Banking® (see the back cover for telephone numbers).

TRANSFERRING OWNERSHIP OF AN ACCOUNT

OWNERSHIP OF CHECKING, SAVINGS, MONEY MARKET AND CERTIFICATE OF DEPOSIT ACCOUNTS IS NOT TRANSFERABLE WITHOUT THE CONSENT OF CITIBANK. You may make any changes to the ownership of your account with our consent and by completing the appropriate Citibank forms.

ASSIGNMENTS

Most accounts can be assigned as collateral for a loan from Citibank or another lender. Unless Citibank agrees in writing, any such assignment to another lender will remain subject and subordinate to Citibank's right of set off. For the assignment to be effective, Citibank must receive written notice of the assignment and acknowledge it in writing. We will then reflect the change on the records of the bank.

CLOSING A DEPOSIT ACCOUNT

You may close your account at any time (except as stated otherwise in this Client Manual). The same signatures required for writing checks and making withdrawals are required to close the account.

If you close a Certificate of Deposit account before maturity, you will be subject to an early withdrawal penalty.

We reserve the right to close your account at any time for any reason. We will try to notify you in advance should this be necessary, but we are not obliged to do so. We also reserve the right to close your account if a zero balance remains for over 75 days.

If we close your account, we will send you a check for your final balance, if any, minus applicable service fees.

Electronic Banking

Electronic Banking, which means extra convenience to most Citibank clients, refers to all transactions in which the transfer of money begins electronically, without paper.

Included among these transactions are deposits, transfers, withdrawals and payments you make at our 24-hour Citibank ATM locations; automatic transfers such as direct deposits of your Social Security checks; purchases you make with direct transfers of funds from your checking account; cash withdrawals and transfers you make at ATM network machines belonging to other financial institutions; transfers between your accounts via telephone; and transfers, withdrawals and payments you make using Citibank® Online. You may authorize a merchant or other payee to make a one-time electronic payment from your checking account using information from your check to pay for purchases and pay bills. Federal regulations refer to these types of transactions as Electronic Funds Transfers.

This section does not apply to Fedwire or similar wire transfers; transfers of funds to purchase certain securities; or certain automatic transfers between your accounts at Citibank, your account and an account of a family member at Citibank, or your account and Citibank (such as an automatic loan payment); and any other transactions excluded by federal regulations.

We encourage you to read this section carefully. It explains electronic banking at Citibank and your rights and responsibilities with handling transactions in this convenient way. For further important information, please consult the “Lost or Stolen Citibank® Banking Cards and Unauthorized Electronic Transactions” section on page 14. See the Marketplace Addendum for a definition of “business day.”

If you have any questions or problems regarding an electronic transaction, please write or call CitiPhone Banking® (see page 12 for address and page iv for telephone numbers).

THE CITIBANK® BANKING CARD

The term “Citibank Banking Card” includes the following: Citibank® ATM Card; Citibank® Debit MasterCard®; Citibank® / AAdvantage® Debit MasterCard®; Citibank® Debit MasterCard® with PayPass™; Citibank® / AAdvantage® Debit MasterCard® with PayPass™ and to any other PayPass™ device issued by Citibank along with your Citibank Banking Card.

General Information. With an activated Citibank® Banking Card, you can handle your everyday banking needs — 24 hours a day. It gives you access to cash at hundreds of thousands of ATM network machines (located across the country and in many countries throughout the world), and your Citibank® Banking Card also enables you to purchase goods and services through Point-of-Sale (POS) terminals and utilize the convenient CitiPhone Banking® telephone service. Plus, you can get cash in local currencies at ATM network machines around the world.

Citibank proprietary ATMs are available in California, Connecticut, Florida, Illinois, Maryland, Massachusetts, Nevada, New Jersey, New York, Pennsylvania, Texas, Virginia and Washington, D.C. and in more than 40 countries worldwide.

Citibank customers can get cash, get balance information and transfer funds, fee-free, between eligible linked Citibank accounts at participating 7-Eleven, Murphy Oil USA, Minyard Food stores, MoneyPass, and Publix supermarket ATM locations. These ATMs are not owned or operated by Citibank. Not all functions available at all ATMs.

The names and symbols for some participating ATM networks are printed on the back cover of this agreement.

At Citibank proprietary ATMs, you can make the following types of transactions with accounts linked to your Citibank® Banking Card.

- Get cash from checking, savings and Money Market Accounts
- Get cash advances from Citibank credit cards and Ready Credit
- Access your Checking Plus® line of credit (overdraft protection)
- Borrow from Citibank Home Equity Line of Credit/Equity Source Account® with funds transferred to checking or withdrawn as cash
- Make envelope deposits to checking, savings and Money Market Accounts
- Transfer funds between checking, savings and Money Market Accounts
- See a summary of each of your accounts
- Make payments to your Mortgage, Citibank Home Equity Line of Credit/Equity Source Account accounts, Ready Credit, Checking Plus and Citibank credit cards with funds transferred from checking, savings and Money Market Accounts
- Make envelope payments to Citibank credit accounts
- Make payments to Citibank credit cards with funds transferred from checking, savings and Money Market Accounts
- Get account information and/or statement update for linked checking, savings, Money Market Accounts, Checking Plus, Ready Credit, Citibank Home Equity Line of Credit/Equity Source Account, Preferred Line and Citibank MasterCard® and Visa® credit cards
- Change your Personal Identification Number (PIN) at any touch-screen Citibank proprietary ATM machine in the U.S.
- See summary balances in your investment account with Smith Barney

Your Citibank® Banking Card displaying the MasterCard® logo on the front provides you with the ability to perform all of the above transactions and;

- Use funds in your Citibank checking account to purchase goods and services at any merchant displaying the MasterCard logo
- Make cash withdrawals from your Citibank checking account at any bank that honors MasterCard

If you have a Citigold Account you may link a Non-Financial Center Based Smith Barney Account to your Citigold Account and directly access the funds available in that account (including amounts available under the Smith Barney Portfolio CreditLine® (margin)) to make the following types of transactions with your Citibank® Banking Card at any touch-screen Citibank proprietary ATM located in the United States (excluding Puerto Rico):

- Get cash
- Transfer funds between your Non-Financial Center Based Smith Barney Account and your Citigold checking, savings and money market accounts¹
- Borrow from your Portfolio CreditLine® (margin)
- See a summary balance of your Non-Financial Center Based Smith Barney Account (does not include account positions or the share prices of the securities in your account)

¹ Transfers from a savings and money market account are subject to the restrictions in the “Limits on Transfers” section of this Client Manual on page 18.

Issuance and Access. You can get a Citibank® Banking Card when you have any of the following accounts: Checking, Day-to-Day Savings, Money Market Accounts, and Citibank Home Equity Line of Credit. You can link additional accounts to your Citibank® Banking Card to expand the types of transactions or account information available to you electronically.

Your Citibank Banking Card/Debit Card indicates the expiration date for the card. A new Citibank Banking Card/Debit Card will be mailed to you before your current Citibank Banking Card/Debit card expires. Your Citibank Banking Card/Debit Card will work immediately unless it indicates the date when you can begin using it, in that case it will not work before that date. In either case your Citibank Banking Card/Debit Card will not work unless it has been activated.

Your Personal Identification Number. Your Personal Identification Number (PIN) is a secret number for your Citibank® Banking Card that you receive when you open your account. A PIN is required for all Citibank® Banking Card transactions at Citibank proprietary ATMs and ATM network machines. It ensures that you, and only you, can gain access to your money. You should keep your PIN confidential; no bank employee knows your PIN or will ever ask for it. If you change your PIN, you can choose any combination of the following:

- Four letters; and/or
- Four numbers (not all four zeros)

You may change your PIN at any time at a Citibank proprietary ATM location, or request your PIN be changed at any Financial Center or through CitiPhone Banking.

Overseas ATMs do not have keys with both letters and numbers. If your PIN contains letters, please learn their corresponding numbers, as letters will not always be noted on the keys. You should also be aware that non-Citibank ATMs and overseas ATMs may limit access to a primary checking account. While some non-Citibank ATMs will offer the choice of withdrawals from either checking or savings, others may not.

Renewal. We will automatically send you a new Citibank® Banking Card before your current card expires. When you receive your new Card you will need to activate it by following the instructions enclosed with the card. Don't forget to sign your new Citibank® Banking Card and destroy your old Citibank® Banking Card.

Cancellation. You may cancel your Citibank® Banking Card at any time for any reason. To do so, cut it in half and notify us through Citibank® Online, by phone or in person at any Citibank Financial Center. Please note that the Citibank® Banking Card we issue you is and remains the property of Citibank. We have the right to take possession of it, to demand its return, and to cancel it at any time.

Lost or Stolen Citibank® Banking Card. If your Citibank® Banking Card is lost or stolen, it is your responsibility to notify us immediately. Please call CitiPhone Banking at the telephone number on the back cover of this agreement. Further information can be found in the “Lost or Stolen Citibank® Banking Cards and Unauthorized Electronic Transactions” section on page 14.

Restricted Use. We retain the right to block/deny certain merchant categories when you are attempting to make purchases using your Citibank Banking card. These merchants include, but are not limited to, internet gambling sites.

CITIBANK PROPRIETARY ATMS AND NETWORK ATMS

Cash Withdrawals. You can use your Citibank® Banking Card to withdraw a maximum of \$1,000 (\$2,000 for Citibank Everything CountsSM and Citigold® accounts, \$2,500 if a Citibank Everything Counts or Citigold account is maintained in an Illinois Financial Center, and \$5,000 for a Citigold Account with a combined average balance of \$500,000 or more for the month which is two calendar months prior to the date of withdrawal) in cash per business day from each of the following: Checking, Savings, Money Market Accounts.² There is no limit to the number of withdrawals you can make.

When using your Citibank MasterCard and Visa credit card accounts to obtain cash from an ATM, you can make a maximum of three withdrawals per calendar day. If you have been a Citibank credit card client for 2 months or more, you can withdraw a maximum of \$1,000 in cash per calendar day. If you have been a credit card client for less than 2 months, you are limited to a maximum of \$500 in cash per calendar day.

² For purposes of determining business day withdrawal limits from Citibank proprietary ATMs, the following information applies: a business day is any day of the week that is not a Saturday, Sunday or bank holiday ending at the time shown in the chart below. Withdrawals done on non-business days are considered made on the following business day.

NOTE: WE MAY CHANGE THESE WITHDRAWAL LIMITS THAT APPLY WHEN YOU USE YOUR CITIBANK BANKING CARD AND/OR CITIBANK MASTERCARD AND VISA CARDS AT ANY TIME, BASED UPON SECURITY ISSUES AND OTHER FACTORS.

Marketplace:	Business Day Ends:
CT, DC, FL, MA, MD, NJ, NY, PA, VA	7:30 PM ET
California and Nevada	8:30 PM PT
Illinois	6:30 PM CT
Texas	6:30 PM CT

For transactions taking place involving your Non-Financial Center Based Smith Barney Account, Smith Barney's business day is any day Monday through Friday, except days when the New York Stock Exchange is closed. Excluding days on which the NYSE is closed, business days are defined as Eastern Standard Time Monday - Thursday 7:30 PM - 7:30 PM; Friday 7:30 PM - Monday 7:30 PM.

Please note that each withdrawal and cash advance is limited by the amount available in your account. Some ATM network machines may impose lower limits on cash withdrawals.

Fees for Cash Withdrawals. There is no charge for making cash withdrawals with a Citibank® Banking Card at Citibank ATM locations in the U.S. A cash withdrawal made with a Citibank MasterCard or Visa credit card at a Citibank ATM or a network ATM will generally be treated as a cash advance and may involve transaction fees and interest charges. Please refer to your credit card account agreement for details. Charges for cash withdrawals at non-Citibank ATM locations will vary depending on the checking account package you selected. See the Marketplace Addendum for more details.

Fees for Using non-Citibank ATMs. When you use a non-Citibank ATM, you may be charged a fee by the ATM operator and/or the network that processed the transaction. For example, if the fee is \$2, your \$100 cash withdrawal will be charged to your Citibank account as \$102. A fee may be imposed for a balance inquiry, even if you do not make a withdrawal or complete another type of transaction.

Deposits. You may use any Citibank proprietary ATM location to make deposits to your Checking, Savings or Money Market Accounts any time of day or night. Deposits received before the end of a business day (or earlier posted cut-off time) on any business day will be reflected in your account balance on the day of deposit. Deposits received after the end of a business day, on a weekend or on legal bank holidays will be reflected the morning of the next business day the Financial Center is open. ATM deposits received before the processing cut-off time (as indicated on the ATM envelope or notice posted at the ATM) on a business day will be reflected in your account balance on the day of deposit. ATM deposits received after the processing cut-off time (as indicated on the ATM envelope or notice posted at the ATM), or on a weekend or bank holiday will be processed the following business day. Therefore, they will not be reflected in your account balance until the morning of the next business day the Financial Center is open. While we may make this deposit available to you immediately on the day of deposit, use of those funds to pay checks presented for payment against your account on the day of deposit will be subject to a fee for use of uncollected funds in accordance with our Schedule of Fees. Please refer to the Funds Availability at Citibank section of your Marketplace Addendum for a definition of business day.

Transfers. Your Citibank Banking Card enables you to transfer funds between certain linked accounts at Citibank ATMs, certain ATM network machines, by telephone with CitiPhone Banking or Citigold Services and through Citibank® Online. Check the "Transfers" chart below for details:

Transfers at Citibank Proprietary ATMs or through CitiPhone Banking and Citibank Online

Checking	Savings	Money Market Accounts	Credit¹	Credit Cards²	TO:
•	•	•	•	•	Checking
•	•	•			Checking Plus
•	•	•	•	•	Savings
•	•	•	•	•	Money Market Accounts
•	•	•			Credit ¹
•	•	•			Credit Cards ²

¹ Citibank Ready Credit and Home Equity Line of Credit Accounts.

² Citibank MasterCard and Visa credit cards are issued by Citibank (South Dakota), N.A.

When your Citibank® Banking Card is used to access your Non-Financial Center Based Smith Barney Account linked to your Citigold Account, you will be able to transfer funds between your Non-Financial Center Based Smith Barney Account and your Citigold checking, savings and money market accounts by using any touch-screen Citibank proprietary ATM located in the United States (excluding Puerto Rico), by telephone if you call Citigold Services and through Citibank® Online. Check the "Transfers" chart below for details:

Transfers at Citibank Proprietary ATMs or through Citigold Services and Citibank Online

Citigold Checking	Savings	Money Market Accounts	Credit ¹	Credit Cards ²	Non-Financial Center Based Smith Barney Accts	TO:
•	•	•	•	•	•	Citigold Checking
•	•	•				Checking Plus
•	•	•	•	•	•	Savings
•	•	•	•	•	•	Money Market Accounts
•	•	•				Credit ¹
•	•	•				Credit Cards ²
•	•	•				Non-Financial Center Based Smith Barney Accounts

¹ Citibank Ready Credit and Home Equity Line of Credit Accounts.

² Citibank MasterCard and Visa credit cards are issued by Citibank (South Dakota), N.A.

Loan Payments. Loan payments can be made in two ways at Citibank proprietary ATM locations. You can make an envelope payment to any Citibank credit account or you can transfer the payment between linked accounts as indicated in the chart above.

Payments to Citibank MasterCard and Visa are posted within three to five business days.

Paying Bills or Sending Money. You can use your Citibank® Banking Card to pay bills or send money by telephone, or through Citibank® Online. For more detailed information on paying bills, see the “Bill Payment Service” section on page 11 of this agreement.

Account Information. With your Citibank® Banking Card, you can get account information conveniently and immediately on many of your linked accounts. Up-to-date account information is available at Citibank® Online, Citibank proprietary ATM locations, ATM network machines and by calling CitiPhone Banking.

Access to Securities Account Information at Citibank Proprietary ATMs. If you have a Smith Barney Investment Account linked to your Citibank® Banking Card, you can get summary information about your account at a Citibank proprietary ATM. Ask a Smith Barney Financial Advisor for more details.

Transaction Records. You can get a record detailing the transactions you perform at Citibank ATMs and ATM network machines. For deposits and payments made at Citibank ATMs, the record is not a formal receipt for a deposit or envelope payment; your deposits and payments are accepted subject to bank verification.

Security Tips. Citibank has taken extensive measures to protect your money from unauthorized access. These security measures include:

- A daily limit on withdrawals
- Not printing your account number on your Citibank® Banking Card
- Keeping your PIN secret even from Citibank employees. Citibank employees will never ask you for your PIN.
- Each Citibank proprietary ATM is equipped with surveillance cameras that record activity in the Center

We also expect you to help prevent unauthorized access to your accounts by remembering to follow these common sense rules:

- Keep your Citibank® Banking Card to yourself. Never use it to assist others; you might be allowing them to take money from your account
- Treat your Citibank® Banking Card like cash. Don't leave it where others can find it. Do not give it to anyone to hold as “security” for any reason or under any circumstance
- Keep your PIN (including your CitiPhone Banking Access Code) secret. Do not tell it to anyone. Do not write it on your Citibank® Banking Card or keep it in your wallet or purse
- Review your account statements regularly and notify us promptly of any discrepancies
- Always be aware of your surroundings when using ATMs, particularly after dark
- Be sure to close the door behind you when you enter or leave the facility
- Never begin an ATM transaction if you notice anything suspicious — go to a different location or return at another time
- Always cancel a transaction-in-progress, place your Citibank® Banking Card in a pocket, and leave an ATM location if you notice anything suspicious
- Always end your session before you leave the ATM
- Never display cash at ATM locations. Place cash and your Citibank® Banking Card in a pocket as soon as you complete your transaction. Count cash in a safe location, such as a locked car, home, or office
- Immediately report crimes and suspicious activity at ATM locations to local law enforcement officials as well as the owners/operators of the ATMs

Be sensible about using Citibank ATMs and ATM network machines. Remember to use the same caution and common sense you would use in any 24-hour facility.

Please address any complaints concerning security at Citibank ATMs as follows:

New York City area: CitiAlert One Court Square 42nd Floor Long Island City, NY 11120 212-ATM-HELP	OR	NYS Banking Department (NY Clients Only) ATM Hotline 888-697-2861
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Outside New York: Contact CitiPhone Banking (see the back cover for telephone numbers).

For emergency assistance at any Citibank ATM, please call 911 at the nearest public telephone.

POINT-OF-SALE TRANSACTIONS

You can use your Citibank® Banking Card to purchase goods and services at selected retail locations. You can pay for your purchases from your primary checking account with your Citibank® Banking Card at merchants who are participating in and display the CIRRUS® and MAESTRO® network symbols.

Called “point-of-sale” or “POS” transactions, these purchases involve PIN-based immediate electronic withdrawals from your primary checking account. Your daily POS purchase limit is \$5,000 per business day (\$7,500 for Everything Counts Account, \$10,000 for a Citigold Account and \$25,000 for a Citigold Account with a combined average balance of \$500,000 or more for the month which is two calendar months prior to the date of the transaction). These transactions will appear in detail on your checking statement. We reserve the right to set a lower dollar limit for POS purchases occurring during an interruption in the electronic connection between the retail outlet and Citibank. There is no Citibank fee charged for POS transactions. See page 8 for a definition of business day as it pertains to POS transactions.

If your card displays the MasterCard logo on the front, your daily limit for POS MasterCard transactions from your primary checking account that are not PIN-based is \$5,000 per business day for Basic Banking, Citibank® EZ Checking and The Citibank Account and \$7,500 per business day for Citibank Everything Counts account packages. In addition, for a Citigold Account, if your card displays the MasterCard logo on the front, your limit is \$10,000 per business day for POS transactions that are not PIN-based. This limit increases to \$25,000 if your Citigold Account has a combined average balance of \$500,000 or more for the month which is two calendar months prior to the transaction.

Both PIN-based and non-PIN-based POS transaction limits are in addition to ATM cash withdrawal limits. For example: a Florida Citigold client with a combined balance under \$500,000 can make a \$10,000 non-PIN-based POS transaction, a \$10,000 PIN-based POS transaction and a \$2,000 cash withdrawal from the primary checking account on one business day.

TRANSACTIONS MADE OUTSIDE THE U.S. AND PUERTO RICO

Transaction Charge. We will impose a transaction charge for each international transaction (foreign or U.S. currency) that you conduct outside the 50 United States or Puerto Rico.

The transaction charge imposed will be 1% of the transaction amount (including credit and reversals) for Citigold, Private Bank, International Personal Banking and Global Executive Banking customers; and 3% of the transaction amount (including credit and reversals) for all other customers. The charge does not apply to withdrawals at Citibank ATMs.

Currency Conversion Methods. Transactions made in foreign currency will be converted into U.S. Dollars according to the current policies of the merchant, network or card association that processes the transaction:

- Transactions processed by Citibank are converted into a U.S. dollar amount using Citibank’s procedures in effect at the time the transaction is processed. Currently, the currency conversion rate used to determine the transaction amount in U.S. dollars is based on either (1) a wholesale market rate or (2) a government-mandated rate in effect one day prior to the processing date. Transaction types currently processed by Citibank include ATM withdrawals made at many Citibank ATMs outside the United States or Puerto Rico
- Transactions processed by MasterCard currently use a conversion rate that is either: (a) selected from a range of rates available in the wholesale currency markets on the processing date (note: this rate may be different from the rate the MasterCard itself receives), or (b) the government-mandated rate. Transaction types currently processed by MasterCard include Point of Sale Transactions (both PIN-based and Non-PIN-based) and ATM withdrawals (including those at certain Citibank ATMs)

In all cases, the currency conversion rate in effect on the processing date may differ from the rate in effect on the transaction date or the posting date.

CITIPHONE BANKING®

Transferring Funds. With our CitiPhone Banking service, you can get account information and make transfers — including payments — between accounts that are linked to your Citibank® Banking Card. To use this service, you will need your Citibank® Banking Card Identification Number (the number embossed on your Citibank® Banking Card) together with your CitiPhone Banking Access Code, which is sent to you when your account is opened.

Under certain circumstances, CitiPhone Banking will not permit you to make transfers: if the accounts are not linked; if you provide an incorrect CitiPhone Banking Access Code; if you have attempted to transfer an amount greater than the available balance in the paying account; or if the transfer would exceed the number allowed for such transactions. See “Limits on Transfers” on page 18.

Other Services. Among other services, CitiPhone Banking enables you to:

- Report errors or ask questions about transactions
- Obtain current interest rates and annual percentage yields
- Report a stolen or missing Citibank® Banking Card
- Order checks
- Request a stop payment
- Notify Citibank of your change of address

DIRECT DEPOSITS

If you have arranged to have direct deposits made to your account, such as a paycheck or social security check, you can always call us to be sure it was made. Just call customer service at the telephone number on the back cover of this agreement.

BILL PAYMENT SERVICE

There are two ways to use Citibank's bill payment service: (1) by calling CitiPhone Banking; and (2) through the internet using Citibank® Online. When you pay your bills through our bill payment service, your payment is transferred electronically or mailed within 24 hours of the scheduled payment date, or on the following business day. And, of course, all the necessary information, such as your account or invoice number, is included with your payment, whether it's made electronically or by check. You can schedule a bill payment on one day's notice or up to one year in advance. You can also schedule a series of recurring payments.

If you want to cancel a scheduled bill payment, you must do so by 11:59 PM Eastern Time prior to the scheduled payment date. You can do this by calling CitiPhone Banking, through Citibank® Online or in writing to us at Online Services, Citicorp Data Systems, 100 Citibank Drive, San Antonio, TX 78245-9989. If you cancel one of a series of recurring payments, all subsequent payments of the series will be canceled.

If a bill payment is made by check, a stop payment order can be accepted under certain circumstances. Stop payment orders cannot be accepted for bill payments made electronically.

Your periodic Citibank Account statement will include all bill payment transactions made through our Bill Payment Service. If you suspect any error in these statements, or if you have questions or need help, you should write to us at Online Services, Citicorp Data Systems, Incorporated 100 Citibank Dr., San Antonio TX 78245-9989. Or call CitiPhone Banking.

You should also call if you want to confirm that a pre-authorized bill payment was made in accordance with your instructions, or if you believe an unauthorized bill payment has been or might be made.

If an unauthorized person has obtained access to your CitiPhone Banking Access Code, notify Citibank immediately. Your rights and obligations in the case of unauthorized bill payments or unauthorized use of your CitiPhone Banking Access Code are the same as for lost or stolen Citibank® Banking Cards. These are described on page 14.

- There is no monthly charge or transaction fee for paying your bills using Citibank® Online
- There is a fee of \$4.95 imposed for each statement cycle during which you pay bill(s) by speaking with a Citibank representative. Please see the Marketplace Addendum for more details.

CITIBANK® ONLINE

If you are a Citibank banking client with an activated Citibank® Banking Card, you can access your bank account(s) through the internet using Citibank® Online. All you need is access to the internet with a browser that supports 128-bit encryption, your Citibank® Banking Card number and ATM PIN and you can enjoy the convenience and benefits of this service. Citibank Online allows you to access your bank accounts from anywhere there is access to the internet. The following is a sample of the services and features of Citibank Online:

- Apply for or open additional accounts and services.
- Get cash advances from Citi Credit Cards.
- Borrow from eligible Citibank loan accounts with funds transferred to checking, savings, money market accounts
- Transfer funds between checking, savings, and insured money market accounts
- Transfer funds between your Non-Financial Center Based Smith Barney Account and your Citigold checking, savings or money market accounts
- See a summary of your linked accounts.
- Make transfer payments to eligible Citibank loan accounts with funds transferred from checking, savings and money market accounts.
- Make transfer payments to Citi Credit Cards with funds transferred from checking, savings and money market accounts.
- Initiate domestic and international wire transfers subject to applicable limits. If you send funds in a foreign currency, the foreign currency exchange will be at the then current Citibank rate, which will include a commission.
- Pay bills or send money to payees you designate from checking, and eligible Citibank loan products.
- Request stop payment on your personal checks.
- Get account information and/or statement update for checking, savings, money market accounts, eligible Citibank loan accounts, eligible investment accounts and Citi Credit Cards.

- Access information about Citibank and other Citigroup Affiliates, their products and services, and other items of general interest.
- Receive and send electronic messages to Citibank and other Citigroup Affiliates.

Before using Citibank Online for the first time, you will be asked to review and agree to the Citibank Online User Agreement. This agreement contains special terms and conditions about services provided to clients who access their account(s) through Citibank Online.

CITI MOBILESM

Citi Mobile is a service available to every banking client with an activated Citibank® Banking Card (“Card”), a compatible wireless web-enabled cell phone or other type of mobile device (“Eligible Mobile Device”) and a Citiphone Banking® Access Code. You can enroll to obtain account information and make selected transactions using your Eligible Mobile Device. The list of Eligible Mobile Devices is published at Citibank® Online and is subject to change without notice. There is no charge for using the Citi Mobile service.³

You agree to use the Citi Mobile service, and all related software provided to you by Citibank (“Software”), solely to access and use the service and agree not to decompile or reverse engineer the Software. Certain Software that Citibank uses to provide the Citi Mobile service has been licensed from a third party (“Licensor”) that is not affiliated with Citibank.

Transactions initiated using the Citi Mobile service may constitute electronic funds transfers under federal law and regulation. Please review the section of the Manual entitled “Lost or Stolen Citibank® Banking Cards and Unauthorized Electronic Transactions” for important information on your rights and responsibilities when making transactions using Citi Mobile. Instructions for reporting unauthorized electronic fund transfers are contained in each periodic statement for your account(s). You may only receive information about and/or make transfers between the accounts that are linked to your Card. You may only make bill payments to payees that are included in the Citibank bill payment Merchant Directory or to other personal payees that you set up in your account previously. The standard limitations on transfers⁴ and bill payments apply to transactions made through Citi Mobile, as more fully explained in the Manual.

The Citi Mobile service is provided “as is” and without warranty. You acknowledge and agree that from time to time, the Citi Mobile service may be delayed, interrupted or disrupted for an indeterminate period of time due to circumstances beyond the reasonable control of Citibank including, without limitation, any inaccuracy, interruption or delay in transmission by the telecommunications carrier used with the Eligible Mobile Device to access the wireless web, or any interruption, disruption or failure in the provision of the service, whether caused by strikes, power failures, equipment malfunctions or other reasons. Citibank, its affiliates or a Licensor shall not be liable for any claim arising from or related to the Citi Mobile service arising from any such delay, interruption, disruption or similar failure. In no event will Citibank or any affiliate or Licensor be liable for indirect, consequential or special damages, including lost profits, arising from your use of the Citi Mobile service, even if such damages were reasonably foreseeable and notice was given regarding them. These limitations will apply to all causes of action, whether arising from breach of contract, tort (including negligence) or any other legal theory.

By identifying a cell phone or other device as an Eligible Mobile Device for use with the Citi Mobile service, Citibank does not recommend, endorse or make any representation or warranty of any kind regarding the performance or operation of such device. You are responsible for the selection of an Eligible Mobile Device and for all issues relating to the operation, performance and costs associated with such device with your telecommunications carrier.

Except as otherwise required by applicable law or regulation, Citibank may terminate your use of the Citi Mobile service and expand, reduce or suspend the type and or dollar amounts of transactions allowed using the service, change the enrollment process and transaction limits associated with it from time to time based on security issues and other factors at any time in its sole discretion without prior notice.

3 Regular account charges will apply to services and features that are accessible through the Citi Mobile service. The telecommunications carrier for your Eligible Mobile Device may impose an extra fee in order to make such device ‘wireless web enabled’.
 4 Transfers using Citi Mobile from a Savings, Basic Savings, Market Rate, or any other type of savings or money market account are included in the six permitted transfers per statement period as described elsewhere in this Manual. The six limited transfers do not apply for savings accounts in Puerto Rico.

CITIBANK® GLOBAL TRANSFER SERVICE

The Citibank Global Transfer Service is an optional service that allows you to make real-time funds transfers to the account of another Citibank client in the U.S. or in selected markets outside the U.S. The funds will be debited from your account and credited to the recipient’s account immediately. You can access this new service via Citibank ATMS¹ or via Citibank Online. Domestic transfers are free. There is a \$5 per transfer sent to Mexico except for Account to Cash transfers, which can only be sent to Mexico, for a fee of \$8.00 per transfer. Transfers sent to the Philippines are \$8.00 per transfer. Transfers sent to other international destinations have a \$10 fee per transfer. For Citigold clients, the following fee schedule applies for using the Citibank® Global Transfer Service to transfer funds from a client’s Citigold Account:

Country to which funds are transferred	If combined average balance in the Citigold Account two calendar months prior to the transfer was less than \$500,000	If combined average balance in the Citigold Account two calendar months prior to the transfer was \$500,000 or more
U.S. or India	Waived	Waived
Mexico	Waived	Waived
Philippines	\$8	Waived
All other countries	\$10	Waived

Existing Citigold customers will be eligible for these benefits starting May 1, 2007 if the combined average balance of all eligible accounts in their Citigold Account for March, 2007 is \$500,000 or more.

Citibank clients can use the optional Account to Cash feature of the Global Transfer Service to send money to Mexico for cash pick-up at any Banamex Branch in Mexico. At a Citibank ATM, when prompted, the sender must enter the complete name and address of the recipient in Mexico. At the end of the session, the sender will be provided with a "pick-up" number to provide to the intended recipient. With "Pick-up" number and accepted form of photo ID, the recipient can pick up the funds — easily and conveniently.

Mexico (Banamex Cash Pick-up).....US\$8.00

There is no fee for receiving a Citibank Global transfer into your account.

Any Citibank checking account or any Citibank savings, or Money Market account² can be used to fund a Citibank Global Transfer or to receive one. The minimum transaction limit is \$1, exclusive of the transaction fee. The transfer limits of Account to Cash transactions are US\$1,000 per day, and US\$2,500 per calendar week; Account to Account transfers are limited to US\$3,000 per day, and US\$10,000 per calendar week. Both Account to Cash and Account to Account combine into total transfer limits from a single account. Citigold and IPB Account to Account transfers are limited to US\$5,000 per day, and US\$25,000 per week from a single account. We may change these limits and may change the permitted destinations for Citibank Global Transfers from time to time based on security issues and other factors. Approved destination countries will be available through participating Citibank ATMs and Citibank Online.

Another feature of the Citibank Global Transfer is the ability to send funds in either U.S. dollars or in the currency of the destination country. For international transactions involving a currency conversion, Citibank's exchange rate includes a commission for conversion service which will be included in the periodic statements.

¹ This service may not be available at all Citibank ATM locations.

² Citibank ATM and Citibank Online transfers from a Savings, Basic Savings, Market Rate, or money market account are included in the six limited transfers per statement period as described elsewhere in this manual. The six limited transfers do not apply for savings accounts in Puerto Rico.

LOST OR STOLEN CITIBANK® BANKING CARDS AND UNAUTHORIZED ELECTRONIC TRANSACTIONS

Please remember that your Citibank® Banking Card is valuable, and it is important for you to exercise care with it. Never lend your Citibank® Banking Card to anyone, and never accept advice from strangers while you are using it. Be sure to keep your PIN and CitiPhone Banking Access Code to yourself; they are an important means of protection for you.

Contact us immediately if you think your Citibank® Banking Card has been lost or stolen or, if you believe that an electronic fund transfer has been made without your permission using information from your check. The telephone is the fastest way to alert us that someone may be using your Citibank® Banking Card without your permission. You could lose all the money in your account (plus your maximum overdraft line of credit). If you have linked your Non-Financial Center Based Smith Barney Account to your Citigold Account you could also lose all of the available funds in that account (including your maximum Portfolio CreditLine (margin)). You should refer to your Smith Barney Client Agreement and Smith Barney Linkage Agreement related to your obligations for Electronic Funds Transfers involving your linked Non-Financial Center Based Smith Barney Account. Call CitiPhone Banking at 1-888-Citibank or by using the number located on the back cover of this agreement. Someone will be available to receive your call 24 hours a day.

If you cannot telephone, write us at the following address: Citicorp Data Systems Incorporated, P.O. Box 769004, San Antonio, TX 78245-9989. You should also call the number or write to the address above if you believe a transfer has been made using the information from your check without your permission.

Notifying Us Quickly Limits Your Responsibility

(a) If you notify us within two business days after discovering your Citibank® Banking Card is lost or stolen or after discovering that someone has obtained access to your PIN, you will not be held responsible for any unauthorized transfers or withdrawals over \$50, providing that you are not trying to defraud us. We consider Saturday, Sunday and Monday as one business day and federal or state holidays as part of the business day which follows the holiday.

(b) If you do not contact us within two business days, and we can prove that we could have stopped someone from using your Citibank® Banking Card without your permission if you had told us, we can hold you responsible for any unauthorized transfer or withdrawal if it occurred between the end of the two-business-day notice period and the time you actually notified us. In any event, your maximum liability for such unauthorized transfers or withdrawals during this period is \$500.

(c) Also, if you think that a transfer or withdrawal shown on your periodic statement is incorrect, or if you believe an unauthorized transfer or withdrawal has taken place, including those made by card, code, or other means, contact us as soon as you can. We must be notified within 60 days from the postal date of the first statement we mailed to you on which the suspected problem appeared. By contacting us, you will not be liable for unauthorized transfers or withdrawals that occurred during the 60-day period, except for transfers and withdrawals resulting from a lost or stolen Citibank® Banking Card as indicated above. If you don't contact us within this 60-day time period, you could be held responsible for all unauthorized transfers and withdrawals that occurred between the end of the 60-day period and the time you actually notified us, and if the transaction could have been prevented if we had been notified.

(d) We'll extend the time periods if you were prevented from contacting us for a good reason (such as a long trip or hospital stay). If you call to notify us of a suspected error, we may request that you send us your complaint or question in writing. If we do, we must receive that information within 10 business days of your call.

(e) If your Citibank® Banking Card bears the MasterCard logo and is used in conjunction with an unauthorized transaction that does not require entry of the Personal Identification Number (PIN) assigned to your card, except as provided in paragraphs (c) and (d) immediately above, your liability for such unauthorized use will not exceed

(i) \$0 if (1) you report the loss or theft of your card within 24 hours of discovery of such loss or theft; and (2) you exercised reasonable care in safeguarding your card from the risk of loss or theft; and (3) you have not reported two or more incidents of unauthorized use to the bank in the immediately preceding 12 month period and (4) the account to which transactions initiated with your card were posted is in good condition; or

(ii) The lesser of \$50 or the amount of money, property, labor or services obtained by the unauthorized user before notification to the bank if all conditions of paragraph (e)(i), directly above have not been met.

ERRORS AND PROBLEM RESOLUTION PROCEDURES

If you think there has been an error in an electronic transaction, including the wrong amount of cash dispensed at a Citibank ATM or ATM network machine, an automatic deposit or a transfer that has not been credited properly, an incorrect Citibank ATM record or improper POS purchase receipt, contact us as soon as possible. There is a 24-hour telephone at each Citibank ATM, or you can call CitiPhone Banking (see the back cover for phone numbers). NOTE: If the error concerns an ATM network transaction, be sure to contact Citibank or Smith Barney — depending on the account from which you were attempting to withdraw funds — not the financial institution that operates the machine.

To assist you, our CitiPhone Banking Center representative will need to know:

- Your name and account number
- The dollar amount of the suspected error
- The type, time and date of the transaction
- Why you believe there was an error
- Name of network (if applicable) and location of the machine

We will investigate and resolve each problem as quickly as possible. As soon as you contact us, we will start our investigation. If you tell us orally, we may require that you send us your complaint or question in writing within 10 business days.

Telling You the Results of Our Investigation

We will tell you the results of our investigation within 10 business days after we hear from you, and we will correct any error promptly. If we need more time, however, we may take up to 45 days to investigate your complaint or question. If we decide to do this, we will re-credit your account within 10 business days for the amount you think is in error, so that you will have use of the money during the time it takes us to complete our investigation. However, if we asked you to put your complaint or question in writing, and we did not receive your letter within 10 business days, we will not re-credit your account. If you advise us of an error in connection with an electronic transaction initiated outside of the United States, its Territories and Possessions, and Puerto Rico, or a POS purchase, we will tell you the results of our investigation within 10 business days. If we need more time, we may take up to 90 days to investigate the matter. If we decide to do this, we will re-credit your account within 10 business days for the amount you think is in error.

If you have opened the account on which you are alleging an error within the last 30 days, then we will tell you the results of our investigation within 20 business days. If we need more time, we may take up to 90 days to investigate your complaint or question. If we decide to do this we will credit your account within 20 business days.

We will send you a written explanation within three business days after we finish our investigation. You may ask for copies of the documents that we used in our investigation.

Our Responsibility to You

If we do not complete a transfer to or from your account on time or in the correct amount according to our agreement with you, we will be liable for your losses or damages. However, there are some exceptions. We will not be liable, for instance:

- 1) If, through no fault of ours, you did not have enough money in your account to make the transfer.
- 2) If the transfer would have caused you to exceed your available credit.
- 3) If the automated teller machine where you are making the transfer did not have enough cash.
- 4) If you knew the Citibank proprietary ATM, network cash machine or POS outlet terminal was out of order and you used it anyway.
- 5) If circumstances beyond our control, or natural disasters such as fire or flood, prevented the transfer, despite reasonable precautions taken by us.
- 6) There are other exceptions stated in our agreement with you, such as:
 - a.) if we fail to stop payment on an automatic recurring transfer as you requested, but we did not receive your stop payment instructions at least three business days before the transfer was scheduled to be made, or
 - b.) if, through no fault of ours, the money in your account was attached, subject to legal process or was blocked in some other way, or
 - c.) if you are trying to defraud us.

CONFIDENTIALITY AT CITIBANK

You have a right to confidentiality, and we will not give anyone other than our employees, agents, affiliates and subsidiaries of Citigroup specific information about your Citibank accounts, except:

- When you give us your permission to give out the information
- When you have given Citibank as a credit reference
- When an inquiry is made regarding a check you have written
- If we close your account because it has been maintained in an unsatisfactory manner
- When we are required or permitted by law. For example, we are required to report to the Internal Revenue Service (IRS) when we become aware of currency transactions totaling more than \$10,000 in one day
- When we must give out the information to comply with legal process

Because our statements may include information about linked accounts belonging to more than one individual and your accounts with other Citigroup affiliates, statements released under a subpoena or as otherwise required or permitted by law may contain information regarding those other persons and accounts.

For additional information about our privacy practices, see “Our Privacy Notice,” contained in this manual.

Account Transactions

What This Section Covers. This section governs the following accounts at Citibank: Checking, Basic Checking, Day-to-Day Savings, Basic Savings, Passbook Savings, Money Market, Citibank Market Rate, and Market Rate Plus Accounts.

Checkbook; Checks. When you open your checking account, you can order personalized checks through us. When we place an order for your checks, we act as sales and billing agent for the check supplier, and we are compensated for our services. You can choose from a wide variety of styles and colors. The cost varies depending on the style and quantity you select and includes postage and handling. We will automatically deduct the amount from your account balance after your order is processed. You are responsible for checking the accuracy of all information shown on your checks. If you find an error, please notify us immediately.

If you prefer, you may choose to use an independent supplier for your printed checks. However, we may refuse to accept or process checks provided through an independent supplier unless we have approved those checks in advance. You are responsible for ensuring that magnetic ink character recognition (MICR) is properly encoded on those checks. We reserve the right to return unpaid any check that is not properly MICR-encoded and you agree that we will not be liable for any losses resulting from nonpayment of any such check. We also reserve the right to assess a fee to cover the costs associated with the manual processing of checks that have not been properly MICR-encoded.

DEPOSITS

Location. You can make deposits:

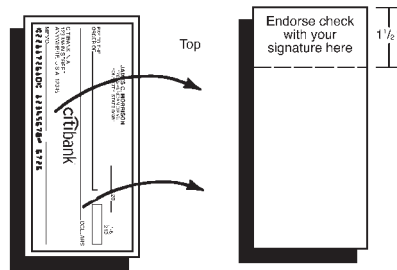
- By mail
- At any Citibank proprietary ATM in the U.S., 24 hours a day, 7 days a week, by using a deposit envelope and your Citibank® Banking Card. Envelopes are available at all Citibank ATM locations
- During regular banking hours, by going to a teller at any Citibank Financial Center in the United States or by using our Deposit/Payment Express boxes at selected branch locations

When Deposits Are Credited to an Account. Deposits received before the end of a business day will be credited to your account that day. However, there may be a delay before these funds are available for your use. See the Funds Availability at Citibank section of the Marketplace Addendum and “Overdraft Protection” section on page 23 in this agreement for more information.

When Interest Begins To Accrue: Citigold Interest Checking, Interest Checking, Day-to-Day Savings, Passbook Savings, Basic Savings, Market Rate and Market Rate Plus Accounts. Money deposited to these accounts at a Citibank ATM before the end of any business day (or earlier posted time) begins to earn interest on the day you make the deposit; funds deposited at a Citibank ATM after the end of a business day (or earlier posted time) or on a non-business day earn interest from the next business day. For interest purposes, the business day is extended to 6:00 PM (local time) for deposits made at Citibank ATMs. Please see the Marketplace Addendum for definition of “Business Day”.

When Interest Begins to Accrue: Money Market Accounts. Interest will be paid on check deposits to these accounts beginning on the date Citibank receives credit for the funds. This date will be no later than the second business day after the business day the check deposit is received. Interest will be paid on cash deposits to these accounts beginning on the business day the cash deposit is received.

Endorsements. To ensure that your check is processed without delay, you must endorse your check correctly. The area reserved for your signature is on the back of the check, within 1-1/2 inches from the “top” edge (as shown in the picture below). Turn the check over and sign your name and write your account number. Do not make any additional marks or notations on the back of the check. The portion of the check not reserved for your endorsement must remain blank for processing purposes. We will not be responsible for any loss you incur if your check is improperly endorsed. You will be liable for unpaid checks returned late because your endorsement, a prior endorsement, or information you have printed on the back of the check obscures other endorsements.



Our Right To Refuse Deposits. We may, at our discretion, refuse to accept funds for deposit to your account for any reason, including but not limited to:

- Checks with multiple payees or endorsements, if we are unable to verify all signatures
- Checks which we have reason to doubt are collectible
- Double endorsed government checks

We will, to the extent practicable, try to facilitate your transaction by the best means available, including sending the item for collection or forwarding the item to the appropriate processing area. Your account will not be credited until collection or processing is completed.

Direct Deposit.

Payroll. Arrangements can be made to have your paycheck deposited directly to your checking, savings or money market accounts. Find out if your employer uses a Direct Deposit payroll service.

Social Security. You can have your Social Security checks or any other federal payment deposited directly to your checking, savings or money market accounts. Arrangements for direct deposits can be made at any financial center or through Citibank® Online.

Returned Deposit. If you deposit a check or other item that is returned to us unpaid, we will deduct the amount of the returned check or other item from your account balance and return the check or item to you. When checks or other items that you deposit to your account are returned for insufficient or uncollected funds, we may, at our discretion, represent those checks or other items for payment a second time without notifying you that the check or item was returned. You agree that Citibank is not responsible for any loss or damage you may incur as a result of us not notifying you when such check or other item was first returned. At our option, the check or other item may be represented electronically by us.

Rate Information. Rates for interest checking, savings, and Money Market accounts are determined by Citibank at its discretion and can change at any time. For current interest rates and annual percentage yields, visit your financial center and ask for a copy of the Consumer Rate Sheet, or call CitiPhone Banking® at the toll-free number located on the back cover of this manual or access this information on Citibank® Online.

Interest Calculation.

CDs and Market Rate Accounts. Please refer to your Marketplace Addendum for information concerning interest calculation for these accounts.

All Other Accounts. Interest is compounded daily and is credited to your account monthly. When interest begins to accrue, it is computed on a 365-day basis for the actual number of days your money is on deposit. Interest may be computed using a 366-day basis for leap years.

Rates for Citigold Interest Checking. We use the average daily balance method to calculate the interest on Citigold Interest Checking. This method applies a daily periodic rate to the average daily balance for the statement period. The average daily balance for the statement period is calculated by adding the principal in the account for each day during the statement period and dividing that figure by the number of days during this period that your account was open. The average daily balance for the statement period is not used for the calculation of the interest rate paid on the account.

The rate used to calculate interest for the statement period is the average of the daily periodic rates in effect during the statement period. The rates paid on the account are tiered so that amounts in higher balance levels in the account can earn a different rate. Please see the Citigold section of the Marketplace Addendum for a listing of the applicable tiers. When the balance exceeds the upper limit of a tier only the incremental amount in the higher tier will receive the rate paid for the higher balance range. This can result in your account earning a daily periodic rate that is a weighted average of the rates paid for the balances in each of the applicable tiers.

The daily periodic rate used in the interest calculation is determined by the average daily balance for interest calculation which is different than the average daily balance for the statement period because it is based upon the period that starts the business day before the first day of the statement period and ends the business day before the last day of the statement period. We will add the principal in the account for each day during this period and then divide that figure by the number of days during this period that your account was open to determine the average daily balance for interest rate calculation.

Rates for Interest Checking, Money Market Accounts. We use the average daily balance method to calculate the interest on these accounts. This method applies a periodic rate to the average daily balance for the applicable monthly period. The average daily balance is calculated by adding the principal in the account for each day of the applicable monthly period and dividing that figure by the number of days in the period. For Interest Checking, the rate used to calculate interest for the period is the average of the daily

periodic rates in effect during the period. For Money Market Accounts, except those linked to an EZ Checking account, the interest rate that is applied is the average of the daily rates for your balance range for each calendar month prior to the end of each applicable monthly period. For Money Market Accounts linked to an EZ Checking account, the interest rate you earn will be paid at the lowest tiered rate established for the account regardless of the balance in your Money Market Accounts.

Rates for Day-to-Day Savings, Basic Savings and Passbook Savings Accounts. We use the daily balance method to calculate the interest on these accounts. This method applies a daily periodic rate to the principal in the account each day.

Interest on Closed Accounts

Passbook Savings Accounts. No interest is paid on the account for the calendar month in which the account is closed.

Citigold Interest Checking, Interest Checking, Basic Savings, Day-to-Day Savings Accounts. No interest is paid on the account for the monthly period in which the account is closed.

Money Market Accounts. If the account is closed before the end of the monthly period, interest will be paid for the number of days the account was open during the period in accordance with the following terms:

- If the account was open for more than a full monthly period, interest will be paid at the rate paid on the account for the prior monthly period
- If the account was not open for a full monthly period, interest will be paid at the rate in effect on the day the account was opened for the lowest tiered balance range

TRANSFERS (OTHER THAN RECURRING BILL PAYMENTS)

Automatic Transfers. You can arrange for us to make automatic transfers between accounts through Citibank® Online or by calling CitiPhone Banking at the number located on the back cover of this agreement. The minimum amount for each transfer is \$10, and transfers can be arranged on a weekly, every-other-week or monthly basis.

All checking, savings, Money Market Accounts permit automatic transfer withdrawals and accept automatic transfer deposits. Examples of these are monthly interest transfers from your savings to your checking or monthly transfers to fund your IRA. You can also pay some Citibank personal loans, real estate loans, as well as Checking Plus® overdraft protection with automatic monthly transfer payments from your checking, savings, Money Market account.

You authorize these transfers in advance and they do not require a Citibank® Banking Card or any further action on your part. If you've arranged for this type of transfer, you can use Citibank® Online, visit any Citibank ATM location or call CitiPhone Banking to confirm that it was made.

If we are making a pre-authorized payment to a person or company for you and the amount of that payment will vary, it is the responsibility of that person or company to notify you of that fact. If the amount of the payment is greater than it normally would be, the payee is required to notify you in writing at least 10 days prior to the specified payment date.

You may choose instead to get this notice only when the payment would differ by more than a certain amount or percentage from the previous payment, or when the amount or percentage would fall outside certain limits that are set.

Canceling an Automatic Transfer. You can cancel an automatic withdrawal or payment from your account by calling or writing to us. To cancel an automatic transaction, we must receive your instructions at least three business days before the transfer is scheduled to be made. Write or call us at CitiPhone Banking (see the back cover and your periodic statement for telephone numbers and address). If you request a cancellation by phone, we may ask you to confirm your instructions in writing within two weeks. If you order us to cancel a scheduled transfer and we do not do so, we will be liable for your losses or damages.

Limits on Transfers. Federal regulations require us to limit the number of transfers of the following types from Passbook Savings, Day-to-Day Savings, Basic Savings, Money Market, and Market Rate Accounts: checks you write; automatic transfers (including Safety Check transfers); recurring payments you set up in advance; payments and transfers you authorize using a telephone or Citibank Online; and transfers you make using Citibank Global Transfer Service.

The maximum number of transfers of these types permitted are: six per statement period from Day-to-Day savings, Basic Savings Account, Market Rate Accounts; and six per statement period for Money Market Accounts, of which no more than three may be check, Point of Sale (POS), and/or debit card. If you have reached either of these limits, we may refuse to process a transfer that you are requesting using a telephone.

If these limits are exceeded three times in a twelve month period, we will, in our sole discretion, either restrict access to your account, close your account, or transfer the funds in the account into another Citibank account you have (or that we open for you) that is not subject to these transaction limits, as will be further described in the notice that we will send concerning such excessive transaction activity.

There is no limit on the number of transfers between your linked accounts maintained at the same Citibank legal entity* that you can make in person at a Financial Center, at a Citibank ATM, or at ATM network machines.

* The different Citibank legal entities are described in the "Definitions" section of this Client Manual on page 1.

Funds Transfers. The following terms apply to domestic or international transfers of funds, other than transfers performed using the Citibank Global Transfer Service, initiated at or through a Citibank Financial Center, including wire or cable transfers. In addition to the information provided here, please refer to any funds transfer agreement you may receive when you initiate such a request.

When you place an order to transfer money, you authorize us to debit your account for the amount of the order, and you authorize us to charge your account a service fee in accordance with our fee schedule in effect at the time of your order.

In placing the order, you must select a financial institution ("beneficiary bank") to receive it. You may instruct the beneficiary bank to credit an account or hold the funds for the beneficiary. The beneficiary bank is responsible for following your

instructions and letting the beneficiary know when the funds become available. If you specify an account number to credit, you are acknowledging three things:

- You know that the beneficiary bank may credit an account based on that account number
- The beneficiary bank is not obligated to verify that the account number belongs to the intended beneficiary of the transfer
- Any losses resulting from an incorrect account number or other misidentification of the beneficiary are your responsibility and not Citibank's

International Transfers. For funds transferred to beneficiaries and beneficiary banks in other countries, we will normally convert the funds to the currency of the destination country, at the current Citibank currency conversion rate. If you want the funds sent in U.S. dollars, we cannot guarantee that the beneficiary will receive the funds in U.S. currency.

The local bank may charge a fee for currency conversion. The actual amount that the beneficiary receives may be reduced by charges imposed by the beneficiary bank, including charges for exchange of currency.

An international transfer of funds into your account may be reduced by fees imposed by the sending bank or by any correspondent bank, including Citibank.

In addition, in the case of transfers into your account which are sent in foreign currencies, we will convert the funds into U.S. dollars at the current Citibank, N.A. conversion rate. Citibank's conversion rate for both outgoing and incoming foreign fund transfers includes a commission for the conversion service.

Security Procedures. When you place an order for a funds transfer, we will follow a security procedure established for your protection and ours to verify that the transfer has been properly authorized. You understand that the security procedure is designed only to verify the source of the funds transfer instruction and not to detect errors in the content of that instruction. The procedure depends on the means by which you provide instructions to us. The procedure may entail a telephone call back when your funds transfer order exceeds a predetermined dollar threshold. By placing a transfer order, you agree to our use of the applicable security procedure. You agree to be bound by the resulting transfer, whether or not authorized by you, provided we have accepted the transfer order in accordance with our established security procedure.

Claims. You have the responsibility to let us know of any error, delay or other problem with your funds transfer within 30 days from the date you receive notification that we have transferred the funds. In the event of an error or delay with respect to your funds transfer caused by Citibank, our sole obligation to you is to pay or refund such amounts as may be required under applicable law. In no event will we be liable for any consequential or incidental damages in connection with your funds transfer. Any claim for interest payable by Citibank shall be at Citibank's savings account rate.

If you fail to notify us of any claim concerning your funds transfer within one year from the date that you received notification that your funds transfer order has been executed, any claim by you will be barred under applicable law.

Delays or Non-Execution of Transfers. We will usually use electronic means to transfer money for you. We may, however, use any banking channel or other facility. We will not be liable for any delay or failure to send your funds transfer due to circumstances beyond our control. We will not be liable to you for any delay or failure to execute your funds transfer due to the acts or omissions of any intermediary or beneficiary bank.

Canceling or Changing a Transfer. If you decide to cancel or change your funds transfer order, you may do so only if we receive your instructions before we have sent the funds transfer and provided we have a reasonable time to act on your instructions. In general, after we have sent your funds transfer, you will not be able to cancel or change it unless the beneficiary bank consents to such a request. Citibank and/or the beneficiary bank may impose a charge for canceling or changing a funds transfer and for any required currency conversion. Citibank will not be liable to you for any losses resulting from the failure of the beneficiary bank to cancel or change your funds transfer.

Rejecting a Transfer Request. We reserve the right to reject your order for a funds transfer. We may reject the order if you have insufficient funds in your account. We may reject the order if your order is unclear or incomplete or if for any other reason the order is unsatisfactory to us. See "Withdrawal Refusals" on page 20 for other reasons we may reject a funds transfer request.

Cut-Off Time for Executing Your Transfer Request. If your order for a funds transfer is received by us at or after our established cut-off hour for processing wires (check your local Financial Center for cut-off hours), your order may not be processed until the next business day.

Incoming Funds Transfers. Notice of incoming fund transfers to you will be deemed to have occurred when you receive your periodic bank statement containing a credit to your account for the funds received. Also, you can call CitiPhone Banking to determine if a transfer has been credited to your account.

ACH Provisional Credits. Credit for an ACH transfer is provisional until the receiving financial institution obtains final settlement. If final settlement doesn't occur, the originator of the transfer is not deemed to have made payment to the beneficiary, and the beneficiary's bank is entitled to a refund of the provisional credit.

If we give you provisional credit for an ACH transfer, but do not receive final payment, you become obligated to us for the full amount without prior notice or demand.

WITHDRAWALS

Where To Make a Withdrawal.

At a Financial Center. You can withdraw up to your available balance by cashing a check or making a withdrawal. You may be requested to present identification.

At a Citibank Proprietary ATM. You can use your Citibank® Banking Card to withdraw cash from any of your accounts. For information on applicable withdrawal limits, please see the "Cash Withdrawals" section on page 8.

At an ATM Network Machine. With your Citibank® Banking Card, you can also get cash at participating network ATMs. There may be a transaction fee for non-Citibank ATM network machine withdrawals. In addition, the financial institution which owns the machine may charge you a fee for the withdrawal.

Writing a Check. You can write a check for any amount up to the available balance in your checking account or Money Market Account by using one of the personalized checks you receive from us. Checks must be written in U.S. dollars. We process most checks by automated means based on information encoded on the checks. As such, we may not physically examine all checks to determine if they are properly signed or completed. You agree that we may rely on such a process and that it will be deemed an acceptable standard of care on our part.

Paying Your Checks. The decision to pay your check or return it unpaid is made at the time the check is presented to Citibank, or earlier if Citibank receives electronic notification that a check you wrote has been presented for deposit at another bank. We may ignore any legal copy appearing on your checks (such as “Void after 60 days”). Citibank’s decision to pay or not to pay a check is based on funds available in your account and other factors. See “Overdrawing Your Account” and “Withdrawal Refusals” on page 20. Our decision regarding payment of your check is final when made and will not be affected by any subsequent deposits to your account.

Note: As checks you have written are presented to us for payment during the course of a business day, we will place a hold on available funds in your account for the amount of those checks resulting in a reduction in your available account balance throughout that day. The held funds are applied against processing of those checks later that day.

Post-Dated Checks. You agree not to write post-dated checks. If you do, we may or may not pay the check on the day it is presented.

All States Except New York. According to state law, if you write a postdated check on your account and intend that the check will not be paid by us until the date written on the check, you must notify Citibank at the time you write the check. In order for your notice to be effective, you should call the CitiPhone Banking® and give us the number, payee and date of the check. You may also send written notice of your postdated check request to us at the address printed on your periodic statement. An oral or written request to register a postdated check is good for six (6) months and may be renewed for additional six (6) month periods by giving written notice to us within the period during which the original notice is in effect. A postdated check will be registered only if the notice is received at such time and in such manner as to afford us a reasonable opportunity to act on it before we take action with respect to the check. We will pay any postdated check that has not been properly registered with us or not registered in a timely manner.

Checks with Stale Dates: We have the right to pay a check even though the date on it is more than 6 months old. To make sure a check will not be paid, you should place a Stop Payment Order on it.

Stop Payment Orders: Any signer on the account can instruct us to stop payment on a check that has not been paid.

You can issue a stop payment order by using Citibank Online or calling CitiPhone Banking®. Payment cannot be stopped on a check that has already been paid or that is in the process of being paid. At the time that you place a stop payment order, we may not be able to tell you whether the check has been paid or is in the process of being paid. We will confirm receipt of your order in writing, and you should advise us immediately of any changes or corrections. A stop payment order will stay in effect for 6 months, unless you instruct us to cancel it or to renew it, provided we have not already returned the check. The order may be renewed for additional six-month periods.

You’ll need to provide your account number, the check number and amount, and the date the check was written. If this information is not exactly correct, the stop payment may not be effective.

We may pay the check when the stop payment order expires. Under certain circumstances, the law may allow the party in possession of the check to enforce payment, despite the stop payment order.

If you write a new check to replace one on which you have placed a stop payment order, be sure it has a different check number and date. It is also helpful if you write the word “replacement” on it so it is not mistaken for the original check.

You cannot place a stop payment order on official checks or international cheques, except when such checks have been lost, stolen, or destroyed. If such a check is lost, stolen, or destroyed within 90 days of the date the check was issued, you and/or the payee must sign a “Stop Payment Request and Indemnity” form. You may also be required to purchase a surety bond for twice the amount of the instrument. If you report the check lost, stolen or destroyed after 90 days of its issuance, the bank will require you to sign a “Stop Payment Request and Indemnity” form.

Overdrawing Your Account. In the event the available balance in your account is insufficient to cover your day’s transactions, we generally will utilize the following payment hierarchy:

We pay all electronic debits (ATM withdrawals, ACH debits, online bill payments, and point-of-sale transactions) first. We then process all debits for purchasing of securities through Smith Barney. If available funds remain after processing these transactions, we pay your checks in the order of largest to smallest dollar amount. For accounts maintained with a Financial Center located in the State of Texas, we will pay your checks in order of the smallest to the largest dollar amount.

In the event of insufficient funds to pay your checks, we may return your checks and charge you a fee. At our sole discretion, we may create an overdraft by paying the check or permitting the transaction. Either way, there will be a service charge. (See Service Fees and Charges section of the Marketplace Addendum.) Each account owner is jointly and severally responsible for paying any overdrafts created by any authorized signer(s) or party to the account, whether or not the owner participates in the transaction or benefits from its proceeds. We have a line of credit called Checking Plus, which will cover these checks and prevent returned or “bounced” checks. We also have Safety Check, which lets you link a Money Market or Day-to-Day Savings account to cover overdrafts or use of uncollected funds in your checking account.

Withdrawal Refusals. In some instances, we may refuse a request for a withdrawal from an account. The following is a list of the most common reasons we refuse withdrawal requests:

- If the funds you wish to withdraw are not yet available (See the Funds Availability at Citibank section of the Marketplace Addendum.)
- If there are insufficient funds in your account
- If you use a type of check not acceptable to us
- If the funds you wish to withdraw are being held to cover a checking account withdrawal under our Safety Check service
- If the withdrawal you are requesting is of the type that is limited by federal regulations, and you have already reached the applicable limit
- If, in the case of a joint account, any account signer gives us written instructions not to permit a withdrawal
- If the account is pledged as collateral for a loan
- If we have been ordered by a court or other legal process not to permit the withdrawal
- If you do not present us with appropriate identification or any other information that we may require
- If we are aware of any dispute relating to the account
- If we have some suspicion of fraud, irregularity, or illegality.

Withdrawal Notice. We reserve the right to require seven days advanced notice before permitting a withdrawal from all checking, savings and Money Market accounts. We are required by law to reserve this right, but we do not presently exercise it.

Check Cashing

Your Own Checks. You can cash a check at any Financial Center, for any amount up to the available balance with your Citibank® Banking Card or acceptable identification.

Third-Party Checks. You can cash a third-party check (one you received from another person) at any Financial Center, up to the available balance in your accounts using your Citibank® Banking Card as identification. A hold will be placed on your Citibank accounts for the amount of the check until the check clears. If a check you deposit or wish to cash is payable to a party other than yourself, or is payable jointly to you and another party, we may require that the other party's endorsement be verified or guaranteed before we accept the check. We also reserve the right to refuse to accept such a check for either encashment or deposit. We do not accept double-endorsed government checks.

When you write one of your checks to another person, that person, with proper identification, may be able to cash it at a Financial Center if the check is for \$5,000 or less.* Otherwise, the payee will be required to deposit the check to an account at Citibank or elsewhere. For checks presented for encashment to a California or Nevada financial center by a payee who does not bank with us, we may also require the payee to provide a fingerprint before cashing the check. If the payee refuses to provide a fingerprint, we may refuse to cash the check. You agree that our refusal to do so is reasonable and that we will not be liable to you for our refusal.

*Checks drawn on the Financial Center located in Delaware must be presented to that location for encashment.

Demand Drafts. If you provide your account number to a third party in order to charge your account by means of one or more demand drafts (i.e., items which do not bear your actual signature, but purport to be drawn with your authorization), you authorize us to pay such drafts, even though they do not contain your signature and may exceed the amounts you authorized to be charged. This provision shall not obligate us to honor demand drafts. We may refuse to honor demand drafts without cause or prior notice, even if we have honored similar items previously.

You may not deposit demand drafts (items not bearing the maker's signature, but purporting to be authorized by the maker) to an account with us without our prior, express written consent. If you deposit demand drafts with us, you agree that we may withhold a portion of the proceeds of such drafts in a reserve account, in an amount that we reasonably believe may be needed to cover future chargebacks, returned items, and/or claims that such drafts were unauthorized. You grant us a security interest in the reserve account. Unless we agree otherwise in writing with you, reserve funds shall not bear interest. Our right to charge your account for returned demand drafts will not be limited by the balance or existence of any reserve. Our rights with respect to the reserve, as well as the security interest granted to us, shall survive the termination of this agreement. We may discontinue accepting demand drafts at any time without cause or prior notice.

Electronic Presentation of Checks. When you write a check to a third party, such as a merchant, that party or its depository institution may present that check electronically for payment instead of sending us the paper check. When we receive these items in electronic form, they are debited against your account the same as if we had received the actual paper check.

ACCOUNT STATEMENTS AND NOTICES

You can get your current balance and available balance anytime at a Citibank ATM, by calling CitiPhone Banking (available 24 hours a day, seven days a week), at ATM network machines and through Citibank® Online. See the section entitled "The Citibank® Banking Card" on page 7 for details on account information available to you.

Periodic Statements. We will mail you a periodic account statement (except for Passbook Savings accounts) showing all activity, all transactions made with your Citibank® Banking Card, all transfers you authorize in advance, and other account information for the statement period. It will include:

- A summary of your linked balances
- An itemized listing of your transactions by date, including information about checks presented against your account.

Account packages with Checking, Checking Plus and linked Retirement Plans will receive monthly statements. All other account packages will receive a statement whenever there is consumer activity or every three months, whichever comes first. Quarterly statements are produced January, April, July and October of every year.

You can arrange to receive separate statements for your linked Citibank, N.A. account components by calling CitiPhone Banking.

Cancelled Check Options for Citigold Accounts. Unless you elect otherwise, we will not mail to you either your original cancelled checks or images of your cancelled checks with your periodic statement. Instead, Citibank will retain copies of your cancelled checks for a period of time.

Images of your cancelled checks presented within the past ninety (90) days are available to you through Citibank Online. If you prefer, you may elect to have your check images or original cancelled checks delivered with your periodic statements. You must speak with an Account Representative in order to sign up for this service. Please note that if you receive check images with your statement, included among those images may be some checks which were presented for payment but which were returned unpaid after your statement was prepared and sent to you. The “Checking Activity” section of your statement will list all checks paid during the statement period.

Additionally, you may request a copy of any of your cancelled checks by calling Customer Service. Please refer to the Schedule of Service Fees and Charges for All Accounts in the Marketplace Addendum for applicable fees.

Cancelled Check Options for all Other Accounts. We will not mail to you either your original cancelled checks or images of your cancelled checks with your periodic statement. Instead, Citibank will retain copies of your cancelled checks for a period of time.

Images of your cancelled checks presented within the past ninety (90) days are always available to you at no charge through Citibank Online.

Depending on the account package you have chosen, you may also be able to elect to receive images of your cancelled checks with your periodic statement. If this option is available for the account you have opened, you must speak to an Account Representative in order to sign up for this service. Please refer to the Marketplace Addendum for additional information as to whether this service is available for the account you have selected.

Please note that if you receive check images with your statement, included among the imaged checks may be some checks which have been presented for payment but which were returned unpaid after your statement was prepared and sent to you. The “Checking Activity” section of your statement will list all checks paid during the statement period.

Additionally, you may request a copy of any of your cancelled checks by calling Customer Service. Please refer to the Schedule of Service Fees and Charges for All Accounts in the Marketplace Addendum for applicable fees.

Passbook Savings Accounts. When you open a Passbook Account, we will give you a passbook in which your aggregate account activity can be entered; however, you do not need to present your passbook to transact on your account. You can have your passbook brought up-to-date by bringing it to any Financial Center or by mailing it to your home Financial Center.

If your passbook is lost, stolen or destroyed, notify us immediately. Once the necessary forms are completed and processed, we will issue a replacement passbook with a new account number.

Records and Receipts. When you complete a transaction using your Citibank® Banking Card, you can get a Citibank ATM Banking Record or ATM network record indicating the date, time, amount, location and other details of the transaction.

HOW CHECKING ACCOUNTS ARE MAINTAINED

For accounting purposes, all Citibank consumer checking accounts (Regular Checking, Citigold Interest Checking, Interest Checking and Basic Banking Account) consist of two sub-accounts; a transaction sub-account to which all financial transactions are posted; and a holding sub-account into which available balances above a pre-set level are transferred daily. Funds will be transferred to your transaction sub-account to meet your transactional needs. For Regular Checking and Basic Banking Account, both sub-accounts are non-interest bearing. For Citigold Interest Checking and Interest Checking, both sub-accounts pay the same interest rate.

Transfers can occur on any business day. Transfers to the holding sub-account will be made whenever available balances in the transaction sub-account exceed a preset level. Transfers from the holding sub-account to the transaction sub-account will be made whenever transaction sub-account balances fall below a predetermined level. Because banking regulations limit the number of transfers between these types of sub-accounts, all balances in the holding sub-account will be transferred to the transaction sub-account in the sixth transfer in any calendar month.

Both sub-accounts are treated as a single account for purposes of the client’s deposits and withdrawals, access and information, tax reporting, fees, etc.

SUBSTITUTE CHECKS AND YOUR RIGHTS

What is a Substitute Check? The following information applies to those customers who receive a “substitute” check from us instead of the original check (such as those customers receiving original paid checks with their periodic account statements).

Federal law allows banks to replace original checks with “substitute checks”. A substitute check is a paper reproduction created from a digital image of the front and back of the original check and bears the legend “This is a legal copy of your check.” Under the law, a substitute check is the “legal equivalent” of the original check. In other words, it can be used in the same way and for all purposes you would use the original check.

Your Rights. The following rights apply if you receive a substitute check from us in lieu of the original check. These rights do

not apply to original checks or to electronic debits. Your rights as to these transactions remain unchanged and are described in other sections of this Manual. Please note these rights also do not apply to images of checks furnished to you or viewed through Citibank Online.

In certain cases, Federal law provides a special procedure that allows you to request a refund for losses you incur if you believe a substitute check you have received from us is incorrectly posted to your account (for example, if your account was debited for the wrong amount) and production of the original check is needed to determine the validity of the charge. The losses you may attempt to recover may include the amount that was withdrawn from your account and fees that were charged as a result of the withdrawal (for example, bounced check fees.) The amount of the refund you may request under this procedure is limited to the amount of your loss or the amount of the substitute check, whichever is less. You are also entitled to interest if your account is an interest-bearing account. If your loss exceeds the amount of the substitute check, you may be able to recover additional amounts under other laws.

Under federal law, you may receive up to \$2,500 of your refund (plus interest if you have an interest-bearing account) within 10 business days after we receive a complete claim from you and the remainder of your refund not later than 45 calendar days after we receive a complete claim from you. You will not be entitled to a refund if we determine that the substitute check was correctly posted to your account. Alternatively, we may reverse the refund (including any interest on the refund) if we later determine that the substitute check was correctly posted to your account.

Filing a Claim. If you believe a substitute check you have received from us was improperly debited to your account, please call CitiPhone Banking at the number indicated on the back cover of this Manual. You must contact us within 40 calendar days of the date we mailed or otherwise made available to you the substitute check in question. We may extend the time period if you were prevented from contacting us for extenuating reasons. In certain situations, such as forgery claims, we may require that you put your claim in writing. If so, we must receive the information in writing within ten business days from the day you first notified the bank of your claim. If you are not able to contact us by telephone, you may also write to us at the following address:

Citicorp Data Systems Incorporated
P.O. Box 769014
San Antonio, TX 78245

In investigating your claim, we may request the following information from you:

- Description of how you suffered a loss;
- Amount of your loss;
- Explanation as to why original check is needed to determine validity of charge to your account; and
- A copy of the substitute check and/or information to help us identify the substitute check (such as check number, the amount of the check and payee).

Overdraft Protection

This section outlines two services that are designed to help you cover overdrafts, as well as give you access to uncollected funds in your checking account.

CHECKING PLUS® (VARIABLE RATE)

Checking Plus is a personal line of credit linked to your Citibank checking account that provides overdraft protection and allows you to borrow the extra cash you need. You can write checks or withdraw cash at any time directly from your credit line — without overdrawing your checking account — up to your available credit limit. Checking Plus also provides you with access to deposited funds that are not yet available in your checking account.

SAFETY CHECK

Safety Check covers overdrafts with transfers from your linked Money Market or Day-to-Day Savings account. There is a fee for this service. Safety Check will not permit you to get cash or transfer funds from your checking to other accounts if there are insufficient funds in your checking account. The linked contributing account also covers the use of deposited funds that are not yet available in your checking account.

Contributing Accounts. When you sign up for Safety Check, you may select one account you maintain at Citibank as your “contributing account.” It can be either a Day-to-Day Savings or Money Market account. Other types of deposit accounts are not eligible contributing accounts. Only available funds in your contributing account can be used for Safety Check coverage. Funds in your contributing account will not be held or set aside until the funds are actually transferred to cover an overdraft or payment against uncollected funds. You will continue to have full access to them, and they will continue to earn interest. If the checking or contributing account is a joint account, all owners must authorize Safety Check coverage.

Transfer Maximums. No more than \$99,999.99 per calendar month will be transferred from your Day-to-Day Savings account or per monthly period from your Money Market Account to cover overdrafts or use of uncollected funds in your checking account. If one or more transactions cause your checking account to have a negative available balance on a given day, and if you have available funds in your contributing account to cover them, only one transfer will be processed for the total amount transferred to cover the transactions.

Federal regulations require Citibank to limit the total number of certain kinds of transfers (including Safety Check transfers)

from your contributing account. The total permitted from Day-to-Day Savings, and Money Market Accounts is six per statement period. For details, see “Limits on Transfers” on page 18. If the total number of transfers has reached the applicable limit, no Safety Check transfers will be made for the remainder of that calendar month or statement period, and checks which overdraw your checking account will be returned.

Foreign Exchange Services

Citibank's World Wallet® offers you the convenience of ordering foreign currency at competitive exchange rates quickly and easily. You can order foreign currency simply by calling CitiPhone Banking®.

If you place your order before 5:00 local time within each marketplace, your order will be delivered by the end of the next business day to a Financial Center you select, or directly to your address on record – no delivery to P.O. Boxes – for an additional nominal charge. For deliveries to your home or Place of Business (POB) limits apply as follows: foreign currency \$3,000.00. Foreign currency is available in 60 different currencies. For more information about these services, you may call CitiPhone Banking or 1-800-756-7050.

Your account will be automatically debited by us for the amount of your order, plus any applicable service and shipping charges. For redemptions of foreign currency, your account will be credited in U.S. dollars, less any applicable service charges.

The exchange rate for a purchase or redemption of foreign currency is the Citibank foreign currency banknote conversion rate in effect at the time you place your purchase order or redeem your currency. This rate includes a commission to Citibank for the conversion service.

Limitation of Liability. Citibank assumes no responsibility and makes no representation regarding (a) comparative exchange rates available from other sources, and (b) foreign laws relating to currencies, including without limitation, the importation of currencies and laws affecting the free convertibility of local currencies.

Resolution of Disputes by Arbitration

***Note to Clients holding accounts at Financial Centers located in California:** The provisions in this arbitration section do not apply to deposit, Ready Credit, or Checking Plus® accounts held at Financial Centers located in California.

THIS SECTION CONTAINS IMPORTANT INFORMATION FOR CLIENTS APPLYING FOR DEPOSIT, READY CREDIT, CHECKING PLUS® OR CHECKING PLUS (VARIABLE RATE) ACCOUNTS AND THE SERVICES RELATED THERETO ON OR AFTER AUGUST 1, 2001. IT PROVIDES THAT EITHER YOU OR WE CAN REQUIRE THAT ANY DISPUTES BE RESOLVED BY BINDING ARBITRATION. ARBITRATION REPLACES THE RIGHT TO GO TO COURT, INCLUDING THE RIGHT TO PARTICIPATE IN A CLASS ACTION OR SIMILAR PROCEEDING. IN ARBITRATION, THE DISPUTE IS SUBMITTED TO A NEUTRAL PARTY, AN ARBITRATOR, INSTEAD OF A JUDGE OR JURY. ARBITRATION PROCEDURES ARE SIMPLER AND MORE LIMITED THAN RULES APPLICABLE IN COURT. THE DECISION OF THE ARBITRATOR IS FINAL AND BINDING.

Agreement to Arbitrate Disputes. You agree that by opening an account with us on or after August 1, 2001 or accepting any of the services described in this Client Manual, either you or we may elect to require that any dispute between us, or concerning your other Citibank deposit, Ready Credit, Checking Plus or Checking Plus (Variable Rate) accounts, except those disputes specifically excluded below, be resolved by binding arbitration.

Disputes Covered by Arbitration. If you open a deposit, Ready Credit, Checking Plus or Checking Plus (Variable Rate) account with us on or after August 1, 2001, any claim relating to or arising out of that account and any unresolved claim relating to any existing or prior deposit, Ready Credit, Checking Plus or Checking Plus (Variable Rate) account with us will be subject to arbitration. Disputes include any unresolved claims concerning any services relating to such account, including, without limitation, safe deposit box services, wire transfer services, and use of a Citibank® Banking Card or Citibank® Banking Card displaying the MasterCard logo. Disputes include not only claims made directly by you, but also made by anyone connected with you or claiming through you, such as a joint account holder, account beneficiary, or a representative or agent. Disputes include not only claims that relate directly to Citibank, but also its parent, affiliates, successors, assignees, employees, and agents and claims for which we may be directly or indirectly liable, even if we are not properly named at the time the claim is made. Disputes include claims based on any theory of law, contract, statute, regulation, tort (including fraud or any intentional tort), or any other legal or equitable ground, and include claims as counterclaims, cross-claims, third party claims, interpleaders or otherwise. Disputes include claims made as part of a class action or other representative action, it being expressly understood and agreed to that the arbitration of such claims must proceed on an individual (non-class, non-representative) basis. Disputes also include claims relating to the enforceability or interpretation of any of these arbitration provisions.

Disputes Excluded from Arbitration. Disputes filed by you or by us individually in a small claims court are not subject to arbitration, so long as the disputes remain in such court and advances only an individual claim for relief.

Commencing an Arbitration. The arbitration must be filed with one of the following neutral arbitration forums: American Arbitration Association or National Arbitration Forum. If you initiate the arbitration, you must notify us in writing at Citibank, Litigation/ Arbitration Unit, One Court Square, 43rd Floor/Zone 9, Long Island City, NY 11120. If we initiate the arbitration, we will notify you in writing at your last known address on file. You may obtain a copy of the arbitration rules for these forums, as well as additional information about initiating an arbitration by contacting these arbitration forums at the following addresses:

American Arbitration Association:	335 Madison Avenue – 10th Floor New York, NY 10017-4605 www.adr.org
National Arbitration Forum:	P.O. Box 50191 Minneapolis, MN 55405 www.arbitration-forum.com

The arbitration shall be conducted in the same city as the U.S. District Court closest to your home address, unless the parties agree to a different location.

Administration of Arbitration. The arbitration shall be decided by a single arbitrator, unless either party to the arbitration requests a panel of three arbitrators in which case the arbitration shall be conducted by a panel of three arbitrators (said arbitrator or arbitrators hereinafter referred to as “the arbitrator”). The arbitrator shall decide the dispute in accordance with applicable substantive law consistent with the Federal Arbitration Act. The arbitrator shall be empowered to award any damages or other relief provided for under applicable law and will not have the power to award relief to, or against, any person who is not a party to the arbitration. The decision rendered by the arbitrator shall be in writing; however, the arbitrator need not provide a statement of his reasons unless one is requested by you or us. The award of the arbitrator shall be final and binding, subject to judicial intervention or review only to the extent allowed under the Federal Arbitration Act. The award of the arbitrator can be entered as a judgment in any court having jurisdiction.

Costs. The party initiating the arbitration shall pay the initial filing fee. If you file the arbitration and an award is rendered in your favor, we will reimburse you for your filing fee. If there is a hearing, we will pay the fees and costs for the first day of that hearing. If either you or we request a panel of three arbitrators, the party making the request shall pay the fees of those additional arbitrators unless the arbitrator rules otherwise. All other fees and costs will be allocated in accordance with the rules of the arbitration forum. However, we will advance or reimburse filing and other fees if the arbitrator rules that you cannot afford to pay them or finds other good cause for requiring us to do so. Each party shall bear the expense of their respective attorneys, experts, and witnesses and other expenses, regardless of who prevails, except to the extent the arbitrator assess costs of the arbitration to either you or us.

No Class Action or Joinder of Parties. You and we agree that no class action, private attorney general or other representative claims may be pursued in arbitration, nor may such action be pursued in court if either you or we elect arbitration. Unless mutually agreed to by you and us, claims of two or more persons may not be joined, consolidated, or otherwise brought together in the same arbitration (unless those persons are joint account holders or beneficiaries on your account and/or related accounts, or parties to a single transaction or related transaction); this is so whether or not the claim may have been assigned.

Right to Resort to Provisional Remedies Preserved. Nothing herein shall be deemed to limit or constrain our right to resort to self-help remedies, such as the right of set-off or the right to restrain funds in an account, to interplead funds in the event of a dispute, to exercise any security interest or lien we may hold in property, or to comply with legal process, or to obtain provisional remedies such as injunctive relief, attachment, or garnishment by a court having appropriate jurisdiction.

Governing Law. You and we agree that our relationship includes transactions involving interstate commerce and that these arbitration provisions are governed by, and enforceable under, the Federal Arbitration Act. To the extent state law is applicable, the laws of the state governing your account relationship apply.

Severability, Survival. These arbitration provisions shall survive (i) termination or changes to your deposit, Checking Plus or Checking Plus (variable rate) or Ready Credit accounts, or any related services we provide; (ii) the bankruptcy of any party; and (iii) the transfer or assignment of your deposit, Checking Plus or Checking Plus (variable rate) or Ready Credit accounts, or any related services we provide. If one or more of these arbitration provisions are deemed invalid or unenforceable, the remaining portions shall nevertheless remain valid and enforceable.

This is a copy of the signature card signed by customers at account opening.



DATE: CITIBANK ACCOUNT

Account Title: _____

Check appropriate box: Individual Joint UTMA Trust Estate Other _____ Exempt from backup withholding

Address: _____

Account Number(s): _____

SIGNER	TAX ID NUMBER	ISSUE/LINK TO CITIBANK® BANKING CARD

Citibank is allowed by law to share with its affiliates any information about its transactions or experiences with you. Unless permitted by law, Citibank will not share among its affiliates other information about you that Citibank gets at any time from you or from third parties (for example, credit bureaus), if you check: Signer 1 Signer 2 Signer 3 Signer 4 Signer 5.

By signing below, I: (1) certify my tax status; (2) accept the terms described on the reverse side; and (3) agree to be bound by any agreement governing any account opened in the title indicated on this card.

TAX CERTIFICATION: Under penalties of perjury, I certify that: (1) the number shown on this form is my correct taxpayer identification number, and (2) I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) The IRS has notified me that I am no longer subject to backup withholding, and (3) I am a U.S. person (including a U.S. resident alien).

Certification Instruction: You must cross out item (2) above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return.

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

_____ Signature Signer 1	_____ Date	_____ Signature Signer 2	_____ Date	_____ Signature Signer 3	_____ Date
_____ Signature Signer 4	_____ Date	_____ Signature Signer 5	_____ Date		

TERMS FOR CONSUMER ACCOUNTS

By signing the reverse side of this card, I authorize Citibank ("you") to accept instructions from me to open/close accounts, apply for credit and request services, without my further original signature. You may accept my oral or electronic instructions with the same effect as if I had signed them. I agree to follow your security procedures and to provide my signature upon request. You may at any time refuse to accept such instructions. I authorize you to record and monitor my telephone calls as evidence of my instructions and for service quality purposes. In addition, I authorize you to obtain a consumer report in connection with the application, opening, update or renewal of any loan or deposit account I apply for or open and I understand that you may obtain such reports. I also authorize you to use these consumer reports to consider me for other programs with Citibank. Upon request, you will inform me if a consumer report has been obtained and will give me the name and address of the agency furnishing the report.

NON RESIDENT ALIEN TAX CERTIFICATION NOTICE

(If joint account holders, each must provide a separate tax certification):

Foreign persons who receive certain types of U.S. income must provide IRS Form W-8BEN (Certificate of Foreign Status of Beneficial Owner for United States Tax Withholding) or a substitute Form W-8BEN to: (1) Establish that you are a foreign person; (2) Claim that you are the beneficial owner of the income for which Form W-8BEN is being provided; and (3) If applicable, claim a reduced rate of, or exemption from, withholding as a resident of a foreign country with which the United States has an income tax treaty. Form W-8BEN should be used for Foreign Estates and Foreign Complex Trusts. Form W-8IMY should be used for Foreign Grantor Trusts, Foreign Simple Trusts and Foreign Partnerships. Also, Foreign Partnerships may, in limited instances, give a Form W-8ECI.

• If you are a Foreign Person (individual), initial here _____ and complete IRS Form W-8BEN or substitute Form W-8BEN. NOTE: If one owner of the account(s) is a U.S. Person, that person's name and SSN will be used for U.S. Tax Reporting and withholding (if applicable) purposes.

For Bank Use Only

For each signer who is not a US citizen you must note his/her response when asked if they are a public figure or a related individual: Check the box that applies to each signer (indicate yes or no for each) and place your initials to the right.

Signer 1 Yes No Signer 2 Yes No Signer 3 Yes No Signer 4 Yes No Signer 5 Yes No Associate's Initials _____



Our Privacy Notice

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

YOU HAVE CHOICES

As a Citibank* customer, you have the opportunity to make choices about how personal information about you may be shared. As you consider this, we encourage you to make choices that enable us to provide you with quality products and services that help you meet your financial needs and objectives.

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.

ABOUT THIS NOTICE

We are providing this privacy notice to consumer clients who purchase products or receive services from us for personal, family or household purposes (“you”). This notice tells you how we collect, handle, and disclose personal information about you. If you want to limit our disclosing this information, please see the **Privacy Choices Form** on panel iii of this notice. If you are a joint account holder, we will accept instructions from either of you and apply them to the entire account. This notice applies to both current and former customers. We may change this notice from time to time. If we do, we will notify you as required by applicable law.

Personal Information We Collect and May Disclose

The personal information we collect about you comes from the following sources:

- Information we receive from you, such as your name, address, and telephone number,
- Information about your transactions, such as your account balances, payment history, and account activity, and
- Information we receive from consumer reporting agencies and other sources, such as your credit bureau reports and other information relating to your creditworthiness.

We may disclose any of the above information that we collect to affiliates and nonaffiliated third parties as described below.

The term “personal information,” as used in this notice, means information that identifies you personally. We may use information which does not personally identify you to help manage our businesses and to provide us, our affiliates, and other companies insight into consumer spending behavior. We may do this even if you ask us to limit disclosure of personal information about you, as described in the Privacy Choices Form.

Affiliates to Whom We May Disclose Personal Information

Our affiliates are the family of companies controlled by Citigroup. Affiliates to whom we may disclose personal information about you are in several different businesses, including banking, credit cards, consumer finance, insurance, and securities. Our affiliates include those doing business under the names CitiFinancial, CitiMortgage, Smith Barney, and Primerica.

*All references to Citibank refer to Citibank N.A.

Nonaffiliated Third Parties to Whom We May Disclose Personal Information

Nonaffiliated third parties are those not part of the family of companies controlled by Citigroup.

We may disclose personal information about you to the following types of nonaffiliated third parties:

- Financial services providers, such as companies engaged in banking, credit cards, consumer finance, securities, and insurance, and
- Non-financial companies, such as companies engaged in direct marketing and the selling of consumer products and services.

If you fill in **Box 1** on the **Privacy Choices Form**, we will not disclose personal information about you to nonaffiliated third parties except as follows. First, we may disclose personal information about you as described above in “Personal Information We Collect and May Disclose” to third parties that perform marketing services on our behalf or to other financial institutions with whom we have joint marketing agreements. Second, we may disclose personal information about you to third parties as permitted by law, such as disclosures necessary to process and service your account, to protect against fraud, and to protect the security or confidentiality of our records.

YOUR PRIVACY CHOICES

This section describes your privacy choices. Please remember that we will continue to protect personal information about you regardless of your privacy choices.

Disclosing to Nonaffiliated Third Parties (Box 1)

As described in this notice, we will limit the personal information about you that we disclose to nonaffiliated third parties if you fill in **Box 1** on the **Privacy Choices Form**.

Sharing with Citigroup Affiliates (Box 2)

Our ability to share information with our affiliates helps us to more easily provide you with quality products and services to meet your financial needs and goals.

The law allows us to share with our affiliates any information about our transactions or experiences with you. Unless otherwise permitted by law, we will not share with our affiliates other information that you provide to us or that we obtain from third parties (for instance, credit bureaus) if you fill in **Box 2** on the **Privacy Choices Form**.

Information for Vermont and California Customers

In response to a Vermont regulation, we will automatically treat accounts with Vermont billing addresses as if you filled in **Box 1** and **Box 2** on the **Privacy Choices Form**. And if we disclose personal information about you to nonaffiliated third parties with whom we have joint marketing agreements, we will only disclose your name, address, other contact information, and information about our transactions or experiences with you.

In response to a California law, we will automatically treat accounts with California mailing addresses as if you filled in **Box 1** on the **Privacy Choices Form** and will not disclose personal information about you to nonaffiliated third parties except as permitted by the applicable California law. We will also limit the sharing of personal information about you with our affiliates to comply with all California privacy laws that apply to us. To further restrict sharing with affiliates as described in this notice, you can fill in **Box 2** on the **Privacy Choices Form**.

PRIVACY CHOICES FORM

To limit disclosures of personal information about you as described in this notice, you can call us toll free at the Customer Service number shown below. Or you can fill in the appropriate box or boxes to indicate your privacy choices and send the form to the address listed below.

Be sure to include your Citibank Banking Card number or Citibank account number below.

1. Limit the personal information about me that you disclose to nonaffiliated third parties.
2. Limit the personal information about me that you share with Citigroup affiliates.

My Citibank® Banking Card or Citibank account number is: _____

(PLEASE PRINT)

Name _____

Address _____

City _____ State _____ ZIP _____

If you filled in any of the boxes above, please mail this form in a stamped envelope to:

**Citibank Processing Center
Mail Stop CBL
P.O. Box 769022
San Antonio, TX 78245-9022**

**Or call us toll-free at 1-888-214-0017,
to inform us of your privacy choices.**

Please allow approximately 30 days from our receipt of your privacy choices for them to become effective.

If you are also a customer of other Citigroup affiliates and you receive a notice of their intent to share certain information about you, you will need to separately notify them if you do not want them to share such information.

You can use your Citibank® Banking Card wherever you see these symbols.



Citibank® Banking Card with the MasterCard logo will be accepted at participating merchants.



To find the most convenient location, you can call: 1-800-CITI-ATM, 24 hours a day, 7 days a week. Also visit us at world wide web at www.citibank.com/locations.

Note: Not all accounts are accessible at every ATM network machine. Assistance is also available 24 hours a day, 7 days a week, at phones located in Citibank ATMs.

CitiPhone Banking®

Toll-Free	1-888-CITIBANK
To call collect from outside the US	1-210-677-0065
For the speech and hearing impaired – call our Text Telephone TDD	1-800-945-0258

- To report errors or to ask questions about electronic transfers
- To obtain current interest rates and annual percentage yields
- For balance inquiries or other kinds of account information
- To transfer funds between your accounts
- To report a stolen, missing or damaged Citibank® Banking Card
- To order checks
- To request a stop payment on a check

Other Customer Service Telephone Numbers*

Citibank® Online	1-800-374-9700 Citibankonline.com
Contact your Financial Advisor or Smith Barney Text Telephone (TDD)	1-800-846-5200 1-800-568-3405
Retirement Plan Services Text Telephone (TDD)	1-800-695-5911 1-800-788-6775
Citigold Customer Service for Accounts with linked Smith Barney Investment Accounts (if your Financial Advisor is inside a Citibank Financial Center) or for relationships which do not contain a linked Smith Barney Investment account	1-888-CITIGOLD (1-888-248-4465)
Citigold Customer Service for Accounts with linked Smith Barney Investment Accounts (if your Financial Advisor is outside a Citibank Financial Center)	1-866-793-3977
Citibank MasterCard or Visa	1-800-950-5114

Citibank MasterCard and Visa credit cards are issued by Citibank (South Dakota), N.A.

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



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