

Master Account and Service Terms

1. Introduction

1.1 The Terms (as defined in 1.4 below) apply to each bank account (an "Account") opened using a Customer Activation Form signed by the Customer or in any other manner acceptable to the Bank, and are binding on the Customer and the direct or indirect bank subsidiary of Citigroup Inc. that holds the Account ("Bank"). If the Bank has more than one branch, then "Bank" means the branch where the Account is held or the branch that performs the Service (as defined below). In addition, the Terms apply to products and services provided by the Bank that are account-related and to any other product or service which is expressed to be subject to the MAST (or any predecessor account terms and conditions of the Bank) (a "Service"). These Master Account and Service Terms (the "MAST") include the Confidentiality and Data Privacy Conditions referred to in Section 9 hereof ("CDPC"), which also apply to Trade Transactions (as defined in the CDPC) to the extent provided in the CDPC.

1.2 The MAST are supplemented and/or amended for Accounts and Services provided in certain countries or territories by local conditions (the "Local Conditions") that will be supplied to the Customer by the Bank and will be binding on the Customer and the Bank.

1.3 If there is a conflict between the MAST and any Local Conditions, the Local Conditions prevail; and if there is a conflict between the MAST or any Local Conditions and any agreement or other conditions relating to a Service including any Service-related materials such as user guides (a "Service Agreement"), that Service Agreement prevails.

1.4 When used herein, the term "Terms" refers collectively to the MAST, the Local Conditions and the Service Agreements.

2. Authority

The Bank may rely on the authority of each person designated in writing (in a form acceptable to the Bank) by the Customer to send Communications (defined below) or do any other thing until the Bank has received written notice acceptable to it of any change from a duly authorized person and the Bank has had a reasonable time to act (after which time it may rely on the change).

3. Communications

3.1 Each of the Customer and the Bank will comply with certain agreed security procedures (the "Procedures") designed to authenticate the Customer's log-on to the Bank's connectivity channels and to verify the origination of communications between them such as enquiries, data and other information exchanges, advices, transactional instructions, and account management instructions (each a "Communication"). Depending upon the method of Communication used by the Customer, the Procedures may constitute one or more of the following measures: unique transaction identifier, digital signatures, encryption algorithms or other codes, multifactor authentication, user entitlements, schedule validation or such other measures as in use for the Communications method agreed to by the Customer. Procedures for Communications involving MIFTs (as defined in 3.4 below) are provided in connection with the use of that service.

3.2 The Bank is not obliged to do anything other than what is contained in the Procedures to establish the authority or identity of the person sending a Communication and may rely upon the authority and identity of such person if the Bank complies with the Procedures. The Bank is not responsible for errors or omissions made by the Customer or the duplication of any Communication by the Customer and may act on any Communication by reference to a bank identification or account number only, even if a bank or account name is provided. The Bank will promptly notify the Customer (by telephone if appropriate) if a Communication is not acted upon for any reason.

3.3 If the Customer requests the Bank to recall, cancel or amend a Communication, the Bank will use its reasonable efforts to comply and the Customer shall be responsible for all costs, losses and other expenses related thereto.

3.4 If the Bank acts on a manually initiated funds transfer ("MIFT") instruction in accordance with the Procedures, the Customer will be responsible for any costs, losses and other expenses related thereto.

4. Credits and Debits

4.1 The Bank is not obliged to make a credit to an Account before receipt by the Bank of a corresponding and final payment in cleared funds. If the Bank makes a credit before such receipt, the Bank may reverse all or part of the credit (including any interest thereon), make an appropriate entry to the Account and require repayment of an amount corresponding to such credit if it has been withdrawn.

4.2 The Bank may, but is not obliged to, make a debit to an Account, whether based upon payment instructions from the Customer or in accordance with the Terms that might result in or increase a debit balance. If the total amount of debits to an Account at any time would exceed the immediately available funds credited to the Account, and any available credit lines that may be utilized for such purpose, the Bank may decide which debits it will make (in whole or in part and in the order it selects).

4.3 Unless otherwise provided in an agreement signed by the Bank and the Customer, the Bank may at any time cancel any extensions of credit with respect to any Account or Service. The Customer will transfer to the Bank on closure of an Account and otherwise on demand from the Bank sufficient immediately available funds to cover any debit balance on an Account or any other utilized extensions of credit and any interest, fees and other amounts owed.

5. Checks and Payment Instruments

The Customer will make reasonable efforts to avoid any fraud, loss, theft, misuse or dishonor in respect of checks, payment instruments and related materials. The Customer will promptly notify the Bank in writing of the loss or theft of any check or payment instrument and will return to the Bank or destroy any unused checks, payment instruments and related materials when the relevant Account is closed.

6. Statements and Advices

The Customer shall notify the Bank in writing of anything incorrect in a statement or advice promptly and in any case within thirty (30) days from the date on which the statement or advice is sent in writing or made available to the Customer. Nothing herein is intended to prevent the Customer from notifying the Bank of any errors or corrections beyond such time, provided that the Bank shall not be responsible for any losses caused by such delay in notification.

7. Interest, Fees and Taxes

7.1 The Customer shall pay to the Bank all fees, interest and other amounts that apply to the Accounts and Services. Unless otherwise agreed in writing, the Bank may modify any fees, interest rates and other amounts at any time (but subject to any legal requirement as to notice).

7.2 All such fees, interest and other amounts are payable to the Bank without deduction for taxes or amounts of a similar nature ("Taxes"), which are the responsibility of the Customer. If any such Taxes are paid by the Bank or any of its affiliates, the Customer shall promptly reimburse the Bank for such payment.

7.3 The Customer is responsible for all Taxes on earned interest and other payments made by the Bank to the Customer. If required by any applicable Government Requirement (as defined below), the Bank shall deduct or withhold for or on account of Taxes from any such payments to the Customer. The Bank shall timely pay the full amount withheld to the relevant governmental authority in accordance with such Government Requirement. The Bank shall notify the Customer of any such withholding as soon as reasonably practicable.

7.4 The Customer shall notify the Bank in writing within 30 days of any change that affects the Customer's tax status pursuant to any Government Requirement (e.g., a change in the Customer's country of residence or in its legal entity classification, or if it ceases to be or becomes a financial institution).

7.5 Unless otherwise agreed in writing, the Bank may debit any Account for fees, interest or other amounts due to the Bank.

8. Performance

8.1 The Bank will perform in good faith and with reasonable care, as determined in accordance with the standards and practices of the banking industry. In connection with its provision of services under the Terms, the Bank may use any communications, clearing or payment system, intermediary bank or other entity (each, a "System") and services are subject to the rules and regulations of any such System.

8.2 Neither the Customer nor the Bank shall have any liability for any special or punitive damages, indirect, incidental or consequential losses or damages, or any loss of profit, goodwill or business opportunity, whether or not the relevant loss or damage was foreseeable or contemplated, even if one party advised the other of the possibility of such loss or damage.

8.3 Any obligation of the Bank with respect to an Account is (i) subject to the Government Requirements of the country or territory in which the Bank is located, and (ii) is enforceable only at and against the Bank, which is the sole place of payment and not at or against another branch or affiliate of the Bank. The Bank is only obliged to make payments in

respect of an Account in the currency in which the Account is denominated at the time of such payment or as may otherwise be required by Government Requirement (as defined below).

8.4 Neither the Customer nor the Bank will be responsible for any failure to perform any of its obligations with respect to any Account or Service (including, with respect to the Bank, a request for payment or transfer from an Account) if such performance would result in a breach by it, its related branches, affiliates, or the Systems, of any Government Requirement or if its performance is prevented, hindered or delayed by a Force Majeure Event; in such case its obligations will be suspended for so long as the Force Majeure Event continues (and, in the case of the Bank, no other branch or affiliate shall become liable). Neither the Bank nor any of its related branches or affiliates will be responsible for any action taken to comply with economic sanctions or Government Requirement (and no other branch or affiliate shall become liable). "Force Majeure Event" means any event due to any cause beyond the control of the relevant party, such as restrictions on convertibility or transferability, requisitions, involuntary transfers, unavailability of any System, sabotage, fire, flood, explosion, acts of God, economic sanctions, Government Requirement, civil commotion, strikes or industrial action of any kind, riots, insurrection, war or acts of government or similar institutions. "Government Requirement" means any applicable law or regulation, any requirement or decree of a legal, governmental, regulatory or similar authority, or an agreement entered into by the Bank and any governmental authority or between two or more governmental authorities (such law, regulation or authority may be domestic or foreign).

8.5 Without prejudice to any other provision in the Terms, this Section 8 applies to all rights and obligations of the Customer and the Bank in respect of the activities contemplated by the Terms, including, without limitation, any claims arising in connection with such activities that may be made against either party, whether arising from breach of contract, tortious or similar acts, or otherwise.

9. Customer Information

Responsibilities of each party relating to the privacy and confidentiality of information are set forth in the CDPC, which are incorporated herein by reference.

10. Closing an Account; Termination

10.1 Subject to any requirements of applicable law or unless otherwise agreed in writing, the Bank or the Customer may close an Account or terminate all or part of any Service upon written notice.

10.2 On closure of an Account, the Bank will, subject to the Terms, pay to the Customer any final cleared funds standing to the credit of the Account (and any interest due) as at the time the Account is closed.

11. General

11.1 Neither the Customer nor the Bank may assign or transfer any of its rights or obligations under the Terms without the other party's prior written consent, which will not be unreasonably withheld or delayed, provided that the Bank may make such an assignment or transfer to a branch or affiliate if it does not materially adversely affect the provision of services to the Customer. The Bank shall provide notice of any such assignment or transfer.

11.2 If any provision of the Terms is or becomes illegal, invalid or unenforceable under any applicable law, the remaining provisions of the Terms will remain in full force and effect (as will that provision under any other law).

11.3 No failure or delay of the Customer or the Bank in exercising any right or remedy under the Terms will constitute a waiver of that right. Any waiver of any right will be limited to the specific instance.

11.4 The Customer and the Bank consent to telephonic or electronic monitoring or recording for security and quality of service purposes and agree that either party may produce telephonic or electronic recordings or computer records as evidence in any proceedings brought in connection with the Terms.

11.5 Written notice shall be effective (i) if delivered to the Customer's principal business address specified in the Customer Activation Form or to the Bank's address on the most recent statement for the relevant Account or (ii) if sent to such other address as one party may notify the other party in writing, including an address for notices to be sent electronically. Notices shall be in English unless otherwise agreed or required by local law.

11.6 Unless otherwise provided, when "written," "writing" and words of similar meaning are used in the Terms, they refer to both paper and electronic forms such as e-mails, faxes, digital images and copies, electronic notices capable of being stored and printed, and similar electronic versions.

11.7 Unless otherwise agreed in writing, the Bank may make any currency conversion using exchange rates that are reasonable in the relevant market at the time and for the size and type of the transaction.

11.8 The Customer will provide to the Bank all documents and other information reasonably requested by it in relation to any Account or Service.

11.9 Each party represents and warrants to the other party that (i) it has obtained and is in compliance with all necessary and appropriate consents, approvals and authorizations for the purposes of its entry into and performance of the Terms, and (ii) its entry into and performance of the Terms will not violate any applicable law or regulation.

12. Law; Jurisdiction; Immunity

12.1 In relation to any Account or Service, the Terms are governed by the law of the country or territory in which that Account is held or Service is provided, unless, in relation to Services, otherwise provided in a Service Agreement.

12.2 In relation to any Account or Service, the courts of the country or territory in which that Account is held or Service is provided have exclusive jurisdiction to hear any dispute arising out of or in connection with the Terms, unless, in relation to Services, otherwise provided in a Service Agreement, and the Customer and the Bank irrevocably submit to the jurisdiction of such courts.

12.3 Each of the Customer and the Bank waives to the fullest extent it can all immunities, whether sovereign or otherwise, it may have, including, without limitation, immunity from legal proceedings, immunity from execution of any judgment and immunity in respect of any form of relief that may be granted against it.