

The purchasing power you need, the rewards you deserve.

citi

Enjoy great rewards and more convenience when you add a Citi credit card to your relationship.

Citi Prestige® Card. The card that opens up a world more traveled.



Earn up to 60,000 bonus ThankYou® Points – 30,000 points after \$3,000 in purchases within the first 3 months of becoming a cardmember and 30,000 points after a total of \$15,000 in purchases within the first 12 months

- \$250 Air Travel Credit each year that will be automatically applied to flight-related expenses charged to your card, including airline tickets, baggage fees, upgrades and more¹
- Enjoy access to nearly 40 American Airlines Admirals Club® lounges for you, your immediate family or two guests when you present your card with an American Airlines boarding pass², as well as hundreds of Priority Pass™ Select lounges around the world.³
- Receive a \$100 Global Entry application fee credit⁴
- No foreign transaction fees on purchases⁵
- Earn 3 ThankYou Points per \$1 spent on air travel and hotels, 2 points per \$1 spent on entertainment, and 1 point per \$1 spent on other purchases⁶
- Earn a Relationship Bonus each year you are a cardmember⁶
- Travel with ease and enjoy global acceptance when you use your card with chip.
- \$350 Annual Fee⁵

Citi ThankYou® Cards – Earn points for living life your way

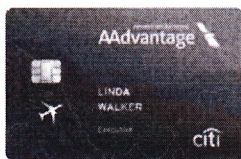


Citi ThankYou® Premier Card

Earn up to 50,000 bonus ThankYou Points – 30,000 points after \$3,000 in purchases within the first 3 months of becoming a cardmember and 20,000 points after a total of \$15,000 in purchases within the first 12 months

- Until April 18th, Earn 3 ThankYou Points per \$1 spent on dining at restaurants and entertainment, 2 points per \$1 spent at airlines, hotels and travel agencies, and 1 point per \$1 spent on other purchases
- Effective April 19th, earn 3 points per \$1 spent on travel and gas stations, including airfare, hotels, cruises, car rentals, railways, public transportation, parking and much more, 2 points per \$1 spent on dining out and entertainment, and 1 point per \$1 spent on other purchases
- 20% fewer points required for airfare redemption through the ThankYou Travel Center
- No points cap or expiration on points earned with this card
- No foreign transaction fees on purchases⁵
- Take advantage of Concierge Service for assistance with recommendations and reservations.
- Travel with ease and enjoy global acceptance when you use your card with chip.
- Annual fee waived for the first 12 months, after that \$125. Effective April 19th the fee will be reduced to \$95.⁵

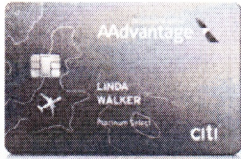
Introducing The New American Passport. The credit card for the modern explorer. Earn American Airlines AAdvantage® bonus miles and enjoy special travel privileges:



Citi® / AAdvantage® Executive World Elite™ MasterCard®⁷

Earn up to 60,000 American Airlines AAdvantage® bonus miles – 30,000 bonus miles after \$3,000 in purchases within the first 3 months of account opening and 30,000 bonus miles after \$15,000 in purchases within the first 12 months of account opening

- Admirals Club® membership (a membership value of up to \$500)⁹
- No foreign transaction fees on purchases⁵
- Enhanced Airport Experience¹⁰
- First checked bag free¹
- Travel with ease and enjoy global acceptance with your Citi chip credit card.
- \$350 Annual Fee⁵



Citi® / AAdvantage® Platinum Select® MasterCard®⁷

Earn up to 50,000 American Airlines AAdvantage® bonus miles – 30,000 bonus miles after \$3,000 in purchases within the first 3 months of account opening and 20,000 bonus miles after \$15,000 in purchases within the first 12 months of account opening⁶

- First checked bag free⁸
- Enjoy Group 1 Boarding and use the extra time to prepare for your flight¹¹
- Earn 10% of your redeemed AAdvantage® miles back – up to 10,000 AAdvantage® miles each calendar year¹²
- Earn 2 AAdvantage® miles per \$1 spent on eligible American Airlines and US Airways purchases and 1 mile per \$1 spent on other purchases^{13,14}
- Receive 25% savings on eligible in-flight purchases on American Airlines and US Airways flights¹⁵
- No annual mileage cap
- \$95 Annual Fee, waived for the first 12 months⁵

Terms and conditions of accounts, products, programs and services are subject to change.

¹First Checked Bag Free: For Citi® / AAdvantage® Executive World Elite® MasterCard®: For benefit to apply, the Citi® / AAdvantage® account must be open 7 days prior to air travel AND, reservation must include the primary cardmember's American Airlines AAdvantage® number 7 days prior to air travel. If your credit card account is closed for any reason, these benefits will be cancelled. Eligible Citi® / AAdvantage® Executive World Elite® MasterCard® primary cardmembers may check one bag free of charge when traveling to domestic destinations on flights marketed and operated by American Airlines, or on flights marketed by American Airlines and operated by SkyWest Airlines, Inc., Mesa Airlines, Inc., ExpressJet Airlines, Inc., Republic Airline Inc., or Envoy Air Inc. This benefit will not be available for travel on US Airways flights or on codeshare flights booked with an American Airlines flight number but operated by another airline. For the Citi® / AAdvantage® Executive World Elite® MasterCard®, up to eight customers traveling with the eligible primary cardmember will also get their first checked bag free of charge if they are listed in the same reservation. Waiver does not apply to overweight or oversized bags. This benefit cannot be combined with any existing AAdvantage® elite program benefits, including any waiver of baggage charges. Please see aa.com for baggage weight and size restrictions. Additional terms, conditions and restrictions may apply. Applicable terms and conditions are subject to change without notice.

For Citi® / AAdvantage® Platinum Select® MasterCard®: For benefit to apply, the Citi® / AAdvantage® account must be open 7 days prior to air travel AND, reservation must include the primary cardmember's American Airlines AAdvantage® number 7 days prior to air travel. If your credit card account is closed for any reason, these benefits will be cancelled. The Group 1 boarding benefit on your Citi® / AAdvantage® card will display at the top of your American Airlines boarding pass as Group 1. Eligible Citi® / AAdvantage® cardmembers will have Group 1 boarding on flights operated and marketed by American Airlines, or on flights marketed by American Airlines and operated by Envoy Air Inc., SkyWest Airlines, Inc., Mesa Airlines, Inc., ExpressJet Airlines, Inc. or Republic Airline Inc. This benefit will not be available for travel on US Airways flights or codeshare flights booked with an American Airlines flight number but operated by another airline. Group 1 boarding will only be printed on the top of the boarding pass of the eligible Citi® / AAdvantage® primary credit cardmember. Up to four customers traveling with and listed in the same reservation as the Citi® / AAdvantage® primary credit cardmember are eligible for Group 1 boarding. Applicable terms and conditions are subject to change without notice.

²Purchases made by the Primary cardmember and Authorized Users on the Card Account are eligible for this statement credit. Please allow 1-2 billing cycles after the qualifying incidental air travel fee is charged to your Card Account for statement credit(s) to be posted to the account. This statement credit is an annual benefit available for purchases appearing on your billing statements from December through the following December. Pending transactions that do not post in your December billing cycle will count towards the next year's Air Travel Credit. For full terms see \$250 Air Travel Credit in the Citi Prestige Card Terms and Conditions.

³Benefit applies to Citi Prestige® primary cardmembers who are 18 years of age or older and are traveling on American Airlines or American Eagle® carrier flight number only. The primary cardmember may bring as guest(s) either immediate family (spouse, domestic partner and/or children under 18 years of age) or up to two traveling guests. This benefit does not provide access privileges to Arrivals Lounge, or Flagship® Lounge facilities, or other airline lounges or clubs with which American Airlines may have reciprocal lounge or club access privileges, including lounges operated by oneworld® Alliance. To access the Admirals Club® lounge, the primary cardmember must present (i) his or her open and valid Citi Prestige World Elite® MasterCard®, (ii) his or her current government-issued I.D., and (iii) any additional required documentation. Prestige cardmembers must present a stand-by ticket or boarding pass, showing an American or American Eagle® carrier flight number, valid for travel on such flight. To locate a current list of lounges please visit aa.com/admiralsclub. For more information, please see Admirals Club® Access Privileges for Citi Prestige in the Citi Prestige Card Terms and Conditions at citi.com/citiprestige.

⁴Certain terms, conditions and limitations apply. Please see Priority Pass Select in the Citi Prestige Card Terms and Conditions.

⁵As a benefit of the Citi Prestige Card, Citi will provide one statement credit for this \$100 application fee, once the fee is charged to the account. The \$100 application fee credit will reset once every 5 years. Global Entry is a U.S. Government program Citi has no control over the application and/or approval process, and does not have access to any information provided to the government by the Citi Prestige cardmember. Citi has no liability regarding the Global Entry Program. If you need more information regarding the application and/or approval process, as well as the full terms and conditions of Global Entry program, please go to www.GlobalEntry.gov.

⁶See inside for Citi Disclosures, which include rates, fees and other cost information.

⁷Points may not be redeemed and may be lost if your Card Account is not open or current. Please see Citi ThankYou Rewards Citi Prestige Card Terms and Conditions.

⁸Offer Availability: This Citi® / AAdvantage® card offer is only valid for new applicants for a Citi® / AAdvantage® account applied for pursuant to this offer and is not available to existing cardmembers or recent applicants for a Citi® / AAdvantage® credit card.

⁹Bonus Miles: The American Airlines AAdvantage® miles will appear as a bonus in your AAdvantage® account 8-10 weeks after you have met the purchase requirements. Only the primary cardmember is eligible to earn miles. Purchases exclude returned goods and services, cash advances, convenience checks, transferred balances, credits, fees and interest charges.

¹⁰Admirals Club® Membership: Only primary Citi® / AAdvantage® Executive World Elite® MasterCard® cardmembers who are 18 years of age or older may receive membership privileges to the American Airlines Admirals Club® lounges. Authorized users of the Citi® / AAdvantage® Executive World Elite® MasterCard® credit card are not entitled to Admirals Club® membership privileges. To access the Admirals Club® lounge, the primary cardmember must present (i) his or her AAdvantage® number, (ii) his or her current government-issued I.D., (iii) his or her open and valid Citi® / AAdvantage® Executive World Elite® MasterCard®, and (iv) any additional required documentation. The primary cardmember may bring as guest(s) either immediate family (spouse, domestic partner and/or children under 18 years of age) or up to two traveling guests. All guests must remain with the cardmember during the club visit. All persons must be 21 years of age or older to consume alcohol. Should the Citi® / AAdvantage® Executive World Elite® MasterCard® account be closed for any reason, all Admirals Club® benefits will be immediately cancelled, including access to all Admirals Club® lounges. All Admirals Club® membership terms and conditions apply. To review the complete Admirals Club® membership rules, please visit aa.com/admiralsclub. Such membership terms and conditions are subject to change without notice. Additional restrictions may apply. If the primary Citi® / AAdvantage® Executive World Elite® MasterCard® cardmember is already an Admirals Club® member and has sixty or more days remaining (from the date the Citi® / AAdvantage® Executive World Elite® MasterCard® card account is approved by Citi) on such current Admirals Club® membership, he or she is eligible to receive a pro-rata refund from American Airlines for any unused portion of his or her current Admirals Club® membership fee. The refund will be based on the number of days remaining on such primary cardmember's current Admirals Club® membership. Refunds will be automatically made in the original form of payment within 12 weeks of becoming a Citi® / AAdvantage® Executive World Elite® MasterCard® cardmember. Lifetime Admirals Club® members, AIRpass® members with Admirals Club® privileges and Admirals Club® memberships purchased with Business Extra™ points are not eligible for a refund.

¹¹Enhanced Airport Experience: For benefit to apply, the Citi® / AAdvantage® account must be open 7 days prior to air travel AND, reservation must include the primary cardmember's American Airlines AAdvantage® number 7 days prior to air travel. If your credit card account is closed for any reason, these benefits will be cancelled. Citi® / AAdvantage® Executive World Elite® MasterCard® cardmembers will have the following benefits: priority check-in (where available), priority airport screening (where available), and priority boarding privileges when traveling on flights marketed and operated by American Airlines, or on flights marketed by American Airlines and operated by SkyWest Airlines, Inc., Mesa Airlines, Inc., ExpressJet Airlines, Inc., Republic Airline Inc., or Envoy Air Inc. Up to eight customers traveling with the eligible primary cardmember will also get priority check-in (where available), priority airport screening (where available), and priority boarding privileges if they are listed in the same reservation. Priority boarding group will only be printed on the boarding pass of the eligible Citi® / AAdvantage® primary credit cardmember. You may check in at any Business Class check-in position or First Class check-in when Business Class is not available, regardless of the class of service in which you are traveling on American Airlines. These benefits will not be available for travel on US Airways flights or on codeshare flights booked with an American Airlines flight number but operated by another airline. Exclusive lanes at security checkpoints are available, subject to TSA approval. Applicable terms and conditions are subject to change without notice.

¹²Group 1 Boarding: For benefit to apply, the Citi® / AAdvantage® account must be open 7 days prior to air travel AND, reservation must include the primary cardmember's American Airlines AAdvantage® number 7 days prior to air travel. If your credit card account is closed for any reason, these benefits will be cancelled. The Group 1 boarding benefit on your Citi® / AAdvantage® card will display at the top of your American Airlines boarding pass as Group 1. Eligible Citi® / AAdvantage® cardmembers will have Group 1 boarding on flights operated and marketed by American Airlines, or on flights marketed by American Airlines and operated by Envoy Air Inc., SkyWest Airlines, Inc., Mesa Airlines, Inc., ExpressJet Airlines, Inc., Republic Airline Inc. These benefits will not be available for travel on codeshare flights booked with an American Airlines flight number but operated by another airline. Group 1 boarding will only be printed on the top of the boarding pass of the eligible Citi® / AAdvantage® primary credit cardmember. Up to four customers traveling with and listed in the same reservation as the Citi® / AAdvantage® primary credit cardmember are eligible for Group 1 boarding. Applicable terms and conditions are subject to change without notice.

¹³10% Miles Back: For benefit to apply, your Citi® / AAdvantage® account must be open and active at the time of redemption. The American Airlines AAdvantage® bonus miles the primary cardmember earns through this benefit will be based on 10% of the total AAdvantage® miles the primary cardmember redeems each month during the calendar year. The maximum number of AAdvantage® bonus miles that can be earned annually from this benefit is 10,000 AAdvantage® bonus miles per calendar year and per AAdvantage® account, regardless of how many AAdvantage® miles you redeem in that calendar year. This benefit only applies to AAdvantage® miles redeemed from the primary cardmember's AAdvantage® account. Discover all the ways to redeem AAdvantage® miles at aa.com/redeem. Please allow 6-8 weeks after your redemption for the American Airlines AAdvantage® bonus miles to post to the primary cardmember's AAdvantage® account.

¹⁴Double Miles: Eligible American Airlines and US Airways purchases are items billed by American Airlines or US Airways as merchant of record booked through American Airlines or US Airways channels (aa.com, usairways.com, American Airlines and US Airways reservations, US Airways Vacations® and American Airlines and US Airways airport and city ticket counters). Products or services that do not qualify are car rentals, hotel reservations, American Airlines Vacations packages, purchases of American Airlines AAdvantage® miles, purchases of US Airways Dividend Miles®, duty free purchases and AA Cargo™ products and services. Miles earned will be posted to the primary cardmember's AAdvantage® account in 8-10 weeks.

¹⁵Eligible Purchases: AAdvantage® miles are earned on purchases except returned goods and services, cash advances, convenience checks, transferred balances, credits, fees and interest charges. Only the primary cardmember is eligible to earn miles.

¹⁶Citi® / AAdvantage® cardmembers will receive a 25% savings on in-flight purchases of food, beverages, and headsets on flights operated by American Airlines and US Airways when purchased with their Citi® / AAdvantage® card. Savings do not apply to any other in-flight purchases, such as wireless internet access, SkyMall® and DutyFree. This benefit is not available on codeshare flights booked with an American Airlines or US Airways flight number but operated by another airline. Offer is available on eligible flights as long as supplies last. Savings will appear as a statement credit 6-8 weeks after the transaction is posted to the cardmember's credit card account. Applicable terms and conditions are subject to change without notice.

American Eagle® service is operated by Envoy Air Inc., SkyWest Airlines, Inc., Mesa Airlines, Inc., ExpressJet Airlines, Inc., or Republic Airline Inc.

American Airlines reserves the right to change AAdvantage® program rules, regulations, travel awards and special offers at any time without notice and to end the AAdvantage® program with six months notice. Any such changes may affect your ability to use the mileage awards or credits that you have accumulated. Members may not be able to obtain all offered awards at all times or use awards for all destinations or on all flights. AAdvantage® travel awards, mileage accrual and special offers are subject to government regulations. Unless specified, AAdvantage® miles earned through this promotion/offer do not count toward elite-status qualification or AAdvantage Million Miler® status. American Airlines is not responsible for products or services offered by other participating companies. For complete details about the AAdvantage® program, visit aa.com/aaadvantage.

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oneworld is a mark of the oneworld Alliance, LLC.

Dividend Miles and US Airways Vacations are trademarks of US Airways, Inc.

We have the right to add, modify, or delete any Citi Prestige Card benefit, service, or feature at our discretion, at any time. Citi is not responsible for the products or services offered by other companies.

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The Citi / AAdvantage® Platinum Select® MasterCard® is issued by Citibank, N.A.

Citigold Checking Account Number

CREDIT CARD APPLICATION FOR CITIGOLD® MEMBERS

First Name MI Last

Citigold Checking Account Number

Citicard Number (CIN#)

Home Address (no P.O. boxes)

City State Zip Code

()

Primary Phone Social Security Number

If you have entered a cell phone number, or another number that you later convert to a cell phone number, you agree that we may contact you at this number. You also agree to receive calls and messages, such as pre-recorded messages, calls and messages from automated dialing systems, or text messages. Normal cell phone charges may apply.

Date of Birth (MM/DD/YYYY) Password (e.g., Mother's Maiden Name)

Information you supply about your salary/wages, other income and housing payment is important to us in considering your ability to make payments on the account.

Annual Salary and Wages¹ \$ _____

Other Annual Income¹ \$ _____

Examples: interest, dividends, rental income, retirement benefits

If you are 21 or older, you may include income from others that you can reasonably access to pay your bills.

***Alimony, child support or separate maintenance income need not be revealed if you do not wish to have it considered as a basis for repaying this obligation.**

Do you have any outstanding loans? Yes No

Monthly mortgage or rent payments \$ _____

E-MAIL ADDRESS

Include full address with punctuation. Example: jdoe@citi.com. If you provide an e-mail address, we may use it to contact you about your account. We may also use your e-mail address to send you information about products and services you may find useful.

ADDITIONAL CARDS: A fee may apply.

You can request an additional card for an immediate family or household member. Spouse may receive a card with separate last name. Married applicants may each apply for separate accounts.

First Name MI Last Relationship (Check one): Family Member Household Member Other

Social Security Number Date of Birth (MM/DD/YYYY)

By signing below, I certify that I have read the Citi Disclosures, and agree to meet the Terms and Conditions of Offer.

Signature of Primary Cardmember Date

04/11/2015

FOR BANK USE ONLY EMAIL TO DATA CAPTURE NEW APP (IN OUTLOOK ADDRESS LIST) OR FAX TO 866-671-5914

FINANCIAL CENTER REPRESENTATIVE: _____ BANKER GEID: 1010106150

COMPANY CODE: _____ REFERRING EMPLOYEE GEID: 1010106150

TELEPHONE #: _____ FIMP #: 13 FINANCIAL CENTER #: 946

FC STATE: CA FC ZIP CODE: _____ DATE FAXED: _____ Citigold Checking Account Number: _____

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Choose one of the following credit cards:

- Citi® / AAdvantage® Executive World Elite™ MasterCard®
(Source: S X E R M 3 5 4 7 Z Z R B Z Z Z Z Z Z)
- Citi® / AAdvantage® Platinum Select® MasterCard®
(Source: S X N G D 5 A 3 8 0 9 N F Z Z Z Z Z Z)
- Citi ThankYou® Premier Card
(Source: S M M G A 7 E 3 X O 7 N F Z Z Z Z Z Z)
- Citi Prestige® card
(Source: S 5 C G 1 2 N 3 8 0 7 R B Z Z Z Z Z R)

Mail to: Home or Business

PLEASE COMPLETE AND SIGN

IMPORTANT NOTICE: If you are applying for the Citi® / AAdvantage® Executive World Elite™ MasterCard® or Citi® / AAdvantage® Platinum Select® MasterCard®, please fill out this section.

Are you currently an American Airlines AAdvantage® member? Yes No

AAdvantage® number: _____
(Must be applicant's AAdvantage® card number)

If you do not know your AAdvantage® number, enter "9999999," otherwise a new AAdvantage® number will be assigned upon approval of your Citi® / AAdvantage® card.

CREDIT CARDS

TERMS & CONDITIONS OF OFFER

- This offer is only valid for new accounts. You must be at least 18 years of age. If you are married, you may apply for a separate account. Citibank, N.A. ("we" or "us") is the issuer of your account. Citibank, N.A. is located in Sioux Falls, SD.
- Federal law requires us to obtain, verify, and record information that identifies each person who opens an account, in order to help the government fight the funding of terrorism and money laundering activities. To process the Acceptance Form, we must have your name, street address, date of birth and other identifying information, and we may ask for identifying documents from you as well.
- Please allow four weeks from date of submission to process a completed application.
- We may gather information about you, including from your employer, your bank, credit bureaus, and others, to verify your identity and to determine your eligibility for credit, renewal of credit, and future extensions of credit. If you ask us, we will tell you whether or not we requested a credit bureau report and the names and addresses of any credit bureaus that provide us with such reports.
- To receive a credit card, you must meet our applicable criteria bearing on creditworthiness. Your revolving credit limit or credit limit will be determined by your annual salary and wages, your other annual income and a review of your debt, including the debt listed on your credit report. You will be informed of the amount of your revolving credit limit or credit limit when you receive your card. For the Citi[®] / AAdvantage[®] Executive World Elite[™] MasterCard[®], some revolving credit limits may be as low as \$5,000. For the Citi[®] / AAdvantage[®] Platinum Select[®] MasterCard[®], some revolving credit limits may be as low as \$1,500. For the Prestige[®] Card and Citi ThankYou Premier Card, some revolving credit limits may be as low as \$2,000. Please note that cash advances may be limited to a portion of your revolving credit limit or credit limit.
- If you are applying for a Citi[®] / AAdvantage[®] Executive World Elite[™] MasterCard[®] or a Citi[®] / AAdvantage[®] Platinum Select[®] MasterCard[®] you authorize us to report to American Airlines, AAdvantage[®] miles earned with us. You also authorize us to share with American Airlines experiential and transactional information regarding your activity with us.
- **Notice to Ohio Residents:** The Ohio laws against discrimination require that all creditors make credit equally available to all creditworthy customers, and that credit reporting agencies maintain separate credit histories on each individual upon request. The Ohio Civil Rights Commission administers compliance with this law.
- **Notice to Wisconsin Residents:** No marital property agreement, unilateral statement, or court decree adversely affects our rights, unless you give us a copy of such agreement, statement or court order before we grant you credit, or we have actual knowledge of its terms before your account is opened.

IMPORTANT INFORMATION ABOUT BALANCE TRANSFERS

Balance Transfer Instructions:

1. After receiving your card, you may call the customer service number on the back of your card to transfer balances. However, if you are presented with the option to transfer a balance with your application, it will take at least 14 days after your account is opened to process balance transfer payments. During this time you may cancel or modify your balance transfer request by calling the number on the back of your card.
2. You may transfer any amount, but the total amount of your balance transfers and balance transfer fees must be less than your available revolving credit limit. Be sure you do not transfer any disputed purchase or other charge amount, as you may lose your dispute rights. You cannot transfer balances from other accounts issued by Citibank, N.A. or its affiliates. If you are unsure of the issuer on the account, please visit www.citi.com/affiliatesproducts for a list of Citi products and affiliates.
3. Continue to make payments on your other accounts until you have confirmed this balance transfer has been received. Once approved, we pay the amount of the balance transfer directly to that issuer. The available revolving credit limit for your new card will be reduced

by the total amount of the transfers, including fees, we approve.

Things You Should Know About Your Balance Transfer Offer:

- If you transfer a balance with this offer, interest will be charged on purchases made with your credit card, unless your purchases have a 0% APR, or you pay the entire balance (including any transferred balances) in full each month by the payment due date.
- Balance transfers are made available at our discretion. All balance transfers are subject to the standard purchase APR unless an introductory or other promotional rate applies.
- If you default under your card agreement you may lose any promotional APR on the balance transfer

CITI® THANKYOU® REWARDS CITI THANKYOU® PREMIER CARD TERMS AND CONDITIONS

• Citi ThankYou® Rewards is offered to certain cardmembers ("you") at the sole discretion of Citibank, N.A. ("we"), the issuer of your card account ("Card Account"). ThankYou® Rewards or any portion thereof may be revised or terminated with 30 days prior written notice. Any revisions may affect your ability to use the ThankYou Points you have already accumulated. If ThankYou Rewards is terminated, you will only have 90 days from ThankYou Rewards termination date to redeem all your accumulated ThankYou Points ("ThankYou Points"). Rewards offered by ThankYou Rewards and the ThankYou Point levels required for specific rewards are subject to change without notice. Until April 18th, unless you are participating in a limited-time offer, you will earn:

- 3 ThankYou Points for every dollar you spend on purchases at restaurants and on select entertainment merchants, including sports promoters, theatrical promoters, movie theaters, amusement parks, tourist attractions, record stores and video rental stores;
- 2 ThankYou Points for every dollar you spend on purchases at airlines, hotels and travel agencies; and
- 1 ThankYou Point for every dollar you spend on all other purchases.

Effective April 19th, unless you are participating in a limited-time offer, you will earn:

- 3 ThankYou Points for every dollar you spend on purchases at airlines, hotels, car rental agencies, travel agencies, gas stations, commuter transportation, taxi/limousines, passenger railways, cruise lines, bridge and road tolls, parking lots/garages, campgrounds and trailer parks, time shares, bus lines, motor home/RV Rental and boat rentals;
- 2 ThankYou Points for every dollar you spend on purchases at restaurants and on select entertainment merchants, including sports promoters, theatrical promoters, movie theaters, amusement parks, tourist attractions, record stores and video rental stores; and
- 1 ThankYou Point for every dollar you spend on other purchases.

Airlines are classified as merchants that provide air travel. **Hotels** are classified as merchants that provide sleeping or meeting room accommodations, and may include goods and services that are on a bill for these accommodations by a hotel, motel or inn. **Car rental agencies** are classified as merchants that provide short-term or long-term rentals of cars. **Travel agencies** are classified as merchants that provide travel information and booking services, and include travel aggregators and tour operators. **Gas Stations** are classified as merchants that sell fuel for consumer use and may or may not be attended. **Commuter transportation** is classified as merchants that provide suburban and local mass passenger transportation over regular routes and on regular schedules, including ferries, commuter railways and subways. **Taxi/limousine** are classified as merchants that provide passenger transportation services for hire and includes horse-drawn cabs and carriages, bicycle taxis, aerial tramways, airport shuttles or cable cars. **Passenger railways** are classified as merchants that primarily provide long-distance transportation and may include overnight accommodations

on the train. **Cruise lines** are classified as merchants that provide passenger transportation on the open sea or inland waters for the purpose of vacation or pleasure and operate predefined and advertised routes. **Bridge and tolls** are classified as merchants who collect fees associated with toll roads, highways and bridges. **Parking lots/garages** are classified as merchants that provide temporary parking services for automobiles, usually on an hourly, daily or monthly contract or fee basis. **Campgrounds and trailer parks** are classified as merchants that provide overnight or short-term campsites for recreational vehicles, trailers, campers, or tents. **Timeshares** are classified as retailers that sell, lease, and rent timeshare real estate and arrange timeshare condominium exchanges. **Bus Lines** are classified passenger bus transportation services that operate on a regular schedule over predetermined routes. **Motor Home and Recreational Vehicle Rental** are classified as merchants that rent motor homes, RVs, pop-up campers, tent trailers, and other recreational vehicles on a daily, short-term, or extended-term basis. **Boat Leases and Boat Rentals** are classified as merchants that primarily provide boat rental and leasing services, including fishing boats, non-crew houseboats, sail boats, powerboats, jet skis, and yachts. **Restaurants** are classified as dining establishments that primarily prepare food and drinks for immediate consumption by consumers, either on the merchant's premises or packaged for takeout, and include bars, cocktail lounges, discotheques, nightclubs, taverns and fast food restaurants. **Sports promoters** are classified as merchants that operate and promote live sporting events (professional or semi-professional), and may also include sports stadiums. **Theatrical promoters** are classified as merchants that operate live theatrical productions or concerts, and include ticketing agencies. **Movie theaters** are classified as establishments that sell tickets and refreshments for movie productions. **Amusement parks** (including zoos, circuses and aquariums) are classified as establishments that operate parks or carnivals and offer mechanical rides and games and/or live animal shows. **Tourist attractions** and museums (including art galleries) are classified as establishments that operate attractions and exhibits for tourists.

- You may earn ThankYou Points as long as your Card Account is open and current. If your Card Account is closed, you will not be able to earn ThankYou Points and you will lose any accumulated ThankYou Points that have not been transferred to your ThankYou Member Account. Balance transfers, cash advances, convenience checks, returned purchases, disputed or unauthorized purchases/fraudulent transactions, finance charges, Card Account fees, and fees for services and programs you elect to receive through us do not earn ThankYou Points unless otherwise specified.
- If you do not already have a ThankYou Rewards Member Account ("ThankYou Member Account"), one will be set up for you. ThankYou Points earned from purchases post to your Card Account at the close of each billing cycle, and at that time we will transfer the ThankYou Points you earned to your ThankYou Member Account. (Bonus ThankYou Points may take one to two additional billing cycles to post to your Card Account.) ThankYou Points are not eligible for redemption until they are transferred to your ThankYou Member Account. ThankYou Points may not be redeemed and may be lost if your Card Account is not open or current.

The Citi® / AAdvantage® Executive World Elite™ MasterCard®, the Citi® / AAdvantage® Platinum Select® MasterCard®, the Citi Prestige® Card and the Citi ThankYou® Premier Card are issued by Citibank, N.A.

CITI® THANKYOU® REWARDS CITI PRESTIGE® CARD TERMS AND CONDITIONS

- Your Citi Prestige® Card Program includes benefits provided by Citi® or certain third party service providers ("Service Provider"). With the Citi Prestige Card you are eligible for benefits provided through the MasterCard® World Elite® program. In order to make use of these benefits you must make the qualifying purchase with your Citi Prestige Card and your card account must be open and current.
- We have the right to add, modify, or delete any Citi Prestige Card benefit, service, or feature at our discretion, at any time. Citi is not responsible for the products or services offered by other companies
- Citi® ThankYou® Rewards is offered to certain cardmembers ("you") at the sole discretion of Citibank, N.A. ("we"), the issuer of your card account ("Card Account"). ThankYou Rewards or any portion thereof may be revised or terminated with 30 days prior written notice. Any revisions may affect your ability to use the ThankYou Points you have already accumulated. If ThankYou Rewards is terminated, you will only have 90 days from ThankYou Rewards termination date to redeem all your accumulated ThankYou Points ("ThankYou Points"). Rewards offered by ThankYou Rewards and the ThankYou Point levels required for specific rewards are subject to change without notice.
- Unless you are participating in a limited-time offer, you will earn 3 ThankYou Points for every dollar you spend on purchases at airlines, hotels and travel agencies' and you will earn 2 ThankYou Points for every dollar you spend on purchases at restaurants and select entertainment merchants, including sports promoters, theatrical promoters, movie theaters, amusement parks, tourist attractions, record stores and video rental stores. You will earn 1 ThankYou Point for every dollar you spend on all other purchases. **Restaurants** are classified as dining establishments that primarily prepare food and drinks for immediate consumption by consumers, either on the merchant's premises or packaged for takeout, and include bars, cocktail lounges, discotheques, nightclubs, taverns and fast food restaurants. **Sports promoters** are classified as merchants that operate and promote live sporting events (professional or semi-professional), and may also include sports stadiums. **Theatrical promoters** are classified as merchants that operate live theatrical productions or concerts, and include ticketing agencies. **Movie theaters** are classified as establishments that sell tickets and refreshments for movie productions. **Amusement parks** (including zoos, circuses and aquariums) are classified as establishments that operate parks or carnivals and offer mechanical rides and games and/or live animal shows. **Tourist attractions and museums** (including art galleries) are classified as establishments that operate attractions and exhibits for tourists. **Record stores** are classified as establishments that sell CDs and related items, including online record stores. **Video rental stores** are classified as merchants that rent DVDs and/or games and related equipment for consumer use, including online video rentals. **Airlines** are classified as merchants that provide air travel. **Hotels** are classified as merchants that provide sleeping or meeting room accommodations, and may include goods and services that are on a bill for these accommodations by a hotel, motel or inn. **Travel agencies** are classified as merchants that provide travel information and booking services, and include travel aggregators and tour operators.
- Limited-time promotional offers do not apply to personal banking transactions you make using your card. So you will earn only 1 point per dollar spent on these transactions. We do not determine whether merchants appropriately identify all transactions you make on your Card Account, but we do reserve the right to determine which purchases qualify for ThankYou Points. Your ThankYou Points will not expire unless we terminate ThankYou Rewards.
- For those with a Citi® banking relationship, a relationship bonus will be a fixed percentage of purchases made on your Citi Prestige® Card during that membership year (the member year begins that date you became a Citi Prestige® Cardmember). You will earn a relationship bonus based on your Citigold, Citi Private Bank, Global Client or employee status as follows:

| Citigold® | Global Client | Employees in a special offer | Citi Private bank |
|-----------|---------------|------------------------------|-------------------|
| 15% | 15% | 15% | 25% |

Note the Relationship Bonus calculation does not include any other points, such as promotional bonus points, you may have earned during that membership year. It may take 1-3 billing statements for the Relationship Bonus to post to your Card Account at the end of each membership year.

- You may earn ThankYou Points as long as your Card Account is open and current. If your Card Account is closed, you will not be able to earn ThankYou Points and you will lose any accumulated ThankYou Points that have not been transferred to your ThankYou Member Account. Balance transfers, cash advances, convenience checks, returned purchases, disputed or unauthorized purchases/fraudulent transactions, finance charges, Card Account fees, and fees for services and programs you elect to receive through us do not earn ThankYou Points unless otherwise specified. If you do not already have a ThankYou Rewards Member Account ("ThankYou Member Account"), one will be set up for you. ThankYou Points earned from purchases post to your Card Account at the close of each billing cycle, and at that time we will transfer the ThankYou Points you earned to your ThankYou Member Account. However, ThankYou Flight Points are not transferred to your ThankYou Member Account unless we transfer, or have previously transferred, an equal or greater number of ThankYou Points earned from purchases. ThankYou Points, including ThankYou Flight Points are not eligible for redemption until they are transferred to your ThankYou Member Account. This transfer may take up to four business days. (Bonus ThankYou Points may take one to two additional billing cycles to post to your Card Account.) ThankYou Points are not eligible for redemption until they are transferred to your ThankYou Member Account. ThankYou Points may not be redeemed and may be lost if your Card Account is not open or current.
- If you do not already have a ThankYou Rewards Member Account ("ThankYou Member Account"), one will be set up for you. ThankYou Points earned from purchases post to your Card Account at the close of each billing cycle, and at that time we will transfer the ThankYou Points you earned to your ThankYou Member Account. However, ThankYou Flight Points are not transferred to your ThankYou Member Account unless we transfer, or have previously transferred, an equal or greater number of ThankYou Points earned from purchases. ThankYou Points, including ThankYou Flight Points are not eligible for redemption until they are transferred to your ThankYou Member Account. This transfer may take up to four business days. (Bonus ThankYou Points may take one to two additional billing cycles to post to your Card Account.) ThankYou Points are not eligible for redemption until they are transferred to your ThankYou Member Account. ThankYou Points may not be redeemed and may be lost if your Card Account is not open or current.

The Citi® / AAdvantage® Executive World Elite™ MasterCard®, the Citi® / AAdvantage® Platinum Select® MasterCard®, the Citi Prestige® Card and the Citi ThankYou® Premier Card are issued by Citibank, N.A.

Citi Disclosures

Citi® / AAdvantage® Executive World Elite™ MasterCard®

| Interest Rates and Interest Charges | |
|---|--|
| Annual Percentage Rate (APR) for Purchases | 15.24% This APR will vary with the market based on the Prime Rate. |
| APR for Balance Transfers | 15.24% for transfers completed within 2 months from date of account opening. This APR will vary with the market based on the Prime Rate. |
| APR for Cash Advances | 25.24% This APR will vary with the market based on the Prime Rate. |
| Penalty APR and When It Applies | Up to 29.99% , based on your creditworthiness. This APR will vary with the market based on the Prime Rate. This APR may be applied to your account if you: (1) Make a late payment or (2) Make a payment that is returned. How Long Will the Penalty APR Apply? If your APRs are increased for either of these reasons, the Penalty APR may apply indefinitely. |
| How to Avoid Paying Interest on Purchases | Your due date is at least 23 days after the close of each billing cycle. We will not charge you any interest on purchases if you pay your entire balance by the due date each month. |
| Minimum Interest Charge | If you are charged interest, the charge will be no less than 50 cents. |
| For Credit Card Tips from the Consumer Financial Protection Bureau | To learn more about factors to consider when applying for or using a credit card, visit the website of the Consumer Financial Protection Bureau at http://www.consumerfinance.gov/learnmore. |
| Fees | |
| Annual Fee | \$350* |
| Transaction Fees • Balance Transfer • Cash Advance • Foreign Purchase Transaction | Either \$5 or 3% of the amount of each transfer, whichever is greater. Either \$10 or 5% of the amount of each cash advance, whichever is greater. None |
| Penalty Fees • Late Payment • Returned Payment | Up to \$35 Up to \$35 |

How We Will Calculate Your Balance: We use a method called “daily balance.”

The information about the costs of the card described in this application is accurate as of 1/1/2015. This information may have changed after that date. To find out what may have changed, write to us at Citibank, P.O. Box 6116, Sioux Falls, SD 57117-6116.

New York residents may contact the New York State Banking Department to obtain a comparative listing of credit card rates, fees and grace periods by calling 1-877-226-5697.

Payment Allocation: We may apply the portion of your payments up to your Minimum Payment Due to lower APR balances first, including transferred balances. Generally, payments above your Minimum Payment Due will be applied to your highest rate balance first.

*A change to your Citigold client status may result in an increase in your fees, after advance notice and in accordance with applicable law.

Citi Disclosures

Citi® / AAdvantage® Platinum Select® MasterCard®

| Interest Rates and Interest Charges | |
|---|--|
| Annual Percentage Rate (APR) for Purchases | 15.24% This APR will vary with the market based on the Prime Rate. |
| APR for Balance Transfers | 15.24% for transfers completed within 2 months from date of account opening. This APR will vary with the market based on the Prime Rate. |
| APR for Cash Advances | 25.24% This APR will vary with the market based on the Prime Rate. |
| Penalty APR and When It Applies | Up to 29.99% , based on your creditworthiness. This APR will vary with the market based on the Prime Rate. This APR may be applied to your account if you: (1) Make a late payment or (2) Make a payment that is returned. How Long Will the Penalty APR Apply? If your APRs are increased for either of these reasons, the Penalty APR may apply indefinitely. |
| How to Avoid Paying Interest on Purchases | Your due date is at least 23 days after the close of each billing cycle. We will not charge you any interest on purchases if you pay your entire balance by the due date each month. |
| Minimum Interest Charge | If you are charged interest, the charge will be no less than 50 cents. |
| For Credit Card Tips from the Consumer Financial Protection Bureau | To learn more about factors to consider when applying for or using a credit card, visit the website of the Consumer Financial Protection Bureau at http://www.consumerfinance.gov/learnmore. |
| Fees | |
| Annual Fee | \$95. However, the annual fee is waived for the first 12 months. |
| Transaction Fees • Balance Transfer • Cash Advance • Foreign Purchase Transaction | Either \$5 or 3% of the amount of each transfer, whichever is greater. Either \$10 or 5% of the amount of each cash advance, whichever is greater. 3% of each purchase transaction in US dollars. |
| Penalty Fees • Late Payment • Returned Payment | Up to \$35 Up to \$35 |

How We Will Calculate Your Balance: We use a method called “daily balance.”

The information about the costs of the card described in this application is accurate as of 1/1/2015. This information may have changed after that date. To find out what may have changed, write to us at Citibank, P.O. Box 6116, Sioux Falls, SD 57117-6116.

New York residents may contact the New York State Banking Department to obtain a comparative listing of credit card rates, fees and grace periods by calling 1-877-226-5697.

Payment Allocation: We may apply the portion of your payments up to your Minimum Payment Due to lower APR balances first, including transferred balances. Generally, payments above your Minimum Payment Due will be applied to your highest rate balance first.

Citi Disclosures

Citi ThankYou® Premier Card

| Interest Rates and Interest Charges | |
|---|--|
| Annual Percentage Rate (APR) for Purchases | 15.24% This APR will vary with the market based on the Prime Rate. |
| APR for Balance Transfers | 15.24% for transfers completed within 2 months from date of account opening. This APR will vary with the market based on the Prime Rate. |
| APR for Cash Advances | 25.24% This APR will vary with the market based on the Prime Rate. |
| Penalty APR and When It Applies | Up to 29.99% , based on your creditworthiness. This APR will vary with the market based on the Prime Rate. This APR may be applied to your account if you: (1) Make a late payment or (2) Make a payment that is returned. How Long Will the Penalty APR Apply? If your APRs are increased for either of these reasons, the Penalty APR may apply indefinitely. |
| How to Avoid Paying Interest on Purchases | Your due date is at least 23 days after the close of each billing cycle. We will not charge you any interest on purchases if you pay your entire balance by the due date each month. |
| Minimum Interest Charge | If you are charged interest, the charge will be no less than 50 cents. |
| For Credit Card Tips from the Consumer Financial Protection Bureau | To learn more about factors to consider when applying for or using a credit card, visit the website of the Consumer Financial Protection Bureau at http://www.consumerfinance.gov/learnmore. |
| Fees | |
| Annual Fee | \$125. However, this fee is waived for the first 12 months. Effective April 19th the fee will be reduced to \$95. |
| Transaction Fees • Balance Transfer • Cash Advance • Foreign Purchase Transaction | Either \$5 or 3% of the amount of each transfer, whichever is greater. Either \$10 or 5% of the amount of each cash advance, whichever is greater. None |
| Penalty Fees • Late Payment • Returned Payment | Up to \$35 Up to \$35 |

How We Will Calculate Your Balance: We use a method called “daily balance.”

The information about the costs of the card described in this application is accurate as of 01/01/2015. This information may have changed after that date. To find out what may have changed, write to us at Citibank, P.O. Box 6116, Sioux Falls, SD 57117-6116.

New York residents may contact the New York State Banking Department to obtain a comparative listing of credit card rates, fees and grace periods by calling 1-877-226-5697.

Payment Allocation: We may apply the portion of your payments up to your Minimum Payment Due to lower APR balances first, including transferred balances. Generally, payments above your Minimum Payment Due will be applied to your highest rate balance first.

Citi Disclosures

Citi Prestige® card

| Interest Rates and Interest Charges | |
|---|--|
| Annual Percentage Rate (APR) for Purchases | 15.24% This APR will vary with the market based on the Prime Rate. |
| APR for Balance Transfers | 15.24% for transfers completed within 2 months from date of account opening. This APR will vary with the market based on the Prime Rate. |
| APR for Cash Advances | 25.24% This APR will vary with the market based on the Prime Rate. |
| Penalty APR and When It Applies | Up to 29.99% , based on your creditworthiness. This APR will vary with the market based on the Prime Rate. This APR may be applied to your account if you: (1) Make a late payment or (2) Make a payment that is returned. How Long Will the Penalty APR Apply? If your APRs are increased for either of these reasons, the Penalty APR may apply indefinitely. |
| How to Avoid Paying Interest on Purchases | Your due date is at least 23 days after the close of each billing cycle. We will not charge you any interest on purchases if you pay your entire balance by the due date each month. |
| Minimum Interest Charge | If you are charged interest, the charge will be no less than 50 cents. |
| For Credit Card Tips from the Consumer Financial Protection Bureau | To learn more about factors to consider when applying for or using a credit card, visit the website of the Consumer Financial Protection Bureau at http://www.consumerfinance.gov/learnmore. |
| Fees | |
| Annual Fee | \$350* \$50 for each authorized user. |
| Transaction Fees • Balance Transfer • Cash Advance • Foreign Purchase Transaction | Either \$5 or 3% of the amount of each transfer, whichever is greater. \$0* None |
| Penalty Fees • Late Payment • Returned Payment | \$0* \$0* |

How We Will Calculate Your Balance: We use a method called “daily balance.”

The information about the costs of the card described in this application is accurate as of 1/1/2015. This information may have changed after that date. To find out what may have changed, write to us at Citibank, P.O. Box 6116, Sioux Falls, SD 57117-6116. New York residents may contact the New York State Banking Department to obtain a comparative listing of credit card rates, fees and grace periods by calling 1-877-226-5697.

Payment Allocation: We may apply the portion of your payments up to your Minimum Payment Due to lower APR balances first, including transferred balances. Generally, payments above your Minimum Payment Due will be applied to your highest rate balance first.

*A change to your Citigold client status may result in an increase in your fees, after advance notice and in accordance with applicable law.