



November 4, 2014

Luther Barnum, Jr.
9725 White Barn Way
Riverview, Florida 33569

Dear Luther:

We are pleased to extend you an offer to join CTI in Solutioning, a division of Citi's Enterprise O&T. We were impressed with your accomplishments, and are confident that Citi can offer you a rewarding and challenging career opportunity.

This letter and any attachments ("Letter") set forth the terms of our offer. References herein to "Citi" shall mean Citigroup Inc., its subsidiaries, and its and their affiliates. If you accept, you will be joining a family of companies that serves 200 million customer accounts in nearly 100 countries and is bound together by a workforce committed to excellence, and a workplace based on mutual respect, where every employee can make a difference.

The terms of our offer are as follows:

Start Date:

Your anticipated start date will be November 10, 2014, or such other date we may mutually agree upon, but generally no later than thirty days from the date of this Letter, subject to your compliance with any employment termination notice that you may be required to provide to your current employer.

Title/Function:

Upon joining Citi, you will serve as the Infrastructure Sr. Tech Analyst, in the Solutioning department within CTI, reporting to Rajesh D Mandayam.

Pre-Employment Requirements:

This offer of employment is subject to satisfactory completion of all reference and background checks (which will include a consumer or investigative consumer report, and a criminal background check) and a pre-employment drug screen. Furthermore, you must provide appropriate work authorization and, in compliance with the Immigration Reform and Control Act of 1986, complete an Employment Verification Form I-9 and present proof of identity and employment eligibility no later than 3 days after your start date. Please note that these reference and background checks may not be completed by your start date. If the outcome of

these checks and the pre-employment screening are not satisfactory, this offer may be withdrawn and/or your employment may be terminated immediately.

Please call 800-241-4904 within 48 hours of accepting this offer to schedule a drug test. Be prepared to identify yourself as a Citi candidate and provide your name and zip code where you would like to take the test. You also may be asked for the name of your HR Recruiter who is Lisa Roberts. Cancellations of the drug test are prohibited. You may wish to consider whether to wait to resign from your current position until you receive notification from us of a satisfactory pre-employment drug screening.

Fingerprinting instructions will be provided to you.

You are required to complete your new hire paperwork and pre-employment screening prior to your start date; failure to do so may result in a delay of your start date. Please remember to bring acceptable documents for employment eligibility verification on your start date.

Orientation:

On or after your first day of employment you will receive an email inviting you to complete Citi's New Hire Orientation web-based training module. This self-paced training module will provide you an overview of Citi's history and our business, the health and welfare benefits you may be eligible to receive*, as well as other very important items that you will need to know as you begin your career at Citi. When you have your Citi systems access you can launch the training by selecting the link in the email you receive, by viewing recommended/required training on the Citi Learning Portal, or by using the following link: <https://training.citigroup.net>

Please email: l.psginquiries@citi.com if you are having difficulty accessing the training.

Location and Work Hours:

Your primary work location will be Tampa, FL, and your regularly scheduled work hours shall be determined.

A copy of your new hire paperwork will be sent to you separately. If you have any questions about completing your new hire paperwork, please contact Chris Isaziga at (813) 604-6771.

Benefits:

As of your start date, you will be eligible to participate in Citi's comprehensive employee benefits plans, subject to any exclusions and limitations in effect at the time of delivery. A benefits enrollment package will be provided to you at your home address within a few weeks of your start date (note: timing is dependent on timely entry of your employment information into the HR Management System (HRMS).) You must enroll by the deadline stated in your benefits package, which is generally 31 days after your start date. Regardless of when you enroll within the 31 day enrollment period, benefits are retroactive to your eligibility begin date, which is generally your start date. If you do not enroll within the 31 day period, you will not have another opportunity to enroll until the next annual enrollment period, unless you

experience a qualified change in status. Please note that all compensation, benefits and other policies, plans and programs are subject to change at any time at management's discretion. For more information on enrollment and the Citi health and insurance benefits plans visit Citi Benefits Online at www.citibenefitsonline.com.

Base Salary:

Your annual base salary will be \$110,000.00, payable in accordance with Citi's regular payroll practices as in effect from time to time (which currently provide for payments on every other Friday).

Discretionary Incentive and Retention Award:

You will be eligible for a discretionary incentive and retention award, generally made on an annual basis. Such awards are made at the discretion of management and, if made, will be based upon a variety of factors, including your performance, the performance of your business, and the performance of Citi, and for newly hired employees only, the length of time you have been in the position during the performance year. Absent a separate written agreement to the contrary, all awards are discretionary and you do not have a right to receive such an award. In order to be eligible to receive an award, you must be actively employed by Citi on the day the day you receive the award or award notification, as the case may be, which is generally in the year following the year services are performed, but no later than March 15 of the following year. Subject to Citi's policies, programs and practices regarding such awards, including Citi's Capital Accumulation Program or Citi's Deferred Cash Award Plan (collectively referred to as "CAP"), Citi reserves the right to grant all or part of any discretionary incentive and retention award(s) in a form other than cash including, for example, a deferred cash award, a contingent, deferred or restricted stock award, stock options, and/or common stock equivalents (pursuant to which awards denominated in cash currency may be settled in Citigroup Inc. common stock or other compensation). Awards may be subject to vesting conditions and other terms described in the award program documents in effect at the time of the award. Citi's policies, programs and practices with respect to discretionary incentive and retention awards, including the types of awards offered and the award program terms, may change at any time at Citi's discretion.

Prior Restrictive Covenants:

You represent and agree that you will abide by any pre-existing terms and conditions that are contained in any contractual restrictive and other covenants you may have entered into with any prior employer, client/customer or other person or entity, including (without limitation) any covenants relating to the hiring or solicitation of employees, solicitation of clients/customers, your employment by a competitor, or maintaining the confidentiality of proprietary information, and your timely delivery to your current employer of any required notice of termination of your employment with it, as applicable. You further represent that your employment with Citi will not violate any pre-existing restrictive or other covenant, and you understand that your employment with Citi is contingent upon same. If you are subject to any such covenants, you will disclose and provide copies of them to me prior to accepting this offer.

Compliance Requirements:

You are required to obtain Citi's compliance approval for any outside business activity in which you are currently involved. If you have any questions regarding these requirements, please call the Outside Activities hotline at 866-547-9144 and notify your HR representative.

Training and Licensing Requirements:

Your continued employment is contingent, among other things, upon your successful completion of any and all training requirements for your position, including passing all applicable exams. If, in the future, Citi sets forth licensing requirements for your position, your continued employment will also be contingent upon obtaining these licenses in a timeframe specified by the business.

Arbitration:

Any controversy or dispute relating to your employment with or separation from Citi will be resolved in accordance with Citi's Employment Arbitration Policy as set forth in the Principles of Employment which you will be required to sign as a condition of your Citi employment, the terms of which are incorporated herein. A copy of the Principles of Employment is attached.

I acknowledge that I have received and read or have had the opportunity to read this arbitration agreement. I understand that this arbitration agreement requires that disputes that involve the matters subject to the agreement be submitted to mediation or arbitration pursuant to the arbitration agreement rather than to a judge and jury in court.

At-Will:

This offer should not be construed as a promise or guarantee of employment for any defined period of time. Your employment relationship with Citi is "at will," which affords you and Citi the right to terminate the relationship at any time for no reason or any reason not otherwise prohibited by law.

Confidential Information:

You agree that during your employment and after your employment with Citi terminates for any reason, you will keep confidential and not disclose or use for any purpose not authorized by Citi or required by law any personal, proprietary, confidential and/or secret information of or regarding Citi, its business, products and services, methods, systems, and business plans, and information (including personal information) regarding its current, former and prospective employees, clients, or vendors, that you may have access to or acquire during the course of your employment with Citi ("Confidential Information"). You further agree to promptly return all Confidential Information upon the resignation or termination of your employment for any reason. These obligations are further described in the Intellectual Property and Confidential Information Agreement which you will be required to sign as a condition of your employment with Citi. A copy of the Intellectual Property and Confidential Information Agreement is included in your new hire paperwork and is available for your review prior to your acceptance of this offer upon request. You acknowledge that should you breach this provision in any way,

Citi will suffer immediate and irreparable harm and that money damages will be inadequate relief. Therefore, you acknowledge and agree that, in addition to any other remedies, Citi will be entitled to injunctive relief to enforce this paragraph, and you hereby consent to the issuance by a court of competent jurisdiction of a temporary restraining order, preliminary or permanent injunction to enforce Citi's rights herein.

Taxes:

All compensation, payments, incentive and retention awards, stock, options, perquisites, and benefits set forth in this Letter are subject to applicable federal, state and local taxes, and Citi will withhold such taxes as it determines are required by applicable law or regulation. You will remain obligated to pay all required taxes on all compensation, payments, incentive and retention awards, perquisites, and benefits regardless of whether these amounts have been withheld or are required to be withheld by Citi.

Confidential Offer:

You agree to keep the terms of this offer strictly confidential, and further agree not to disclose this offer or the terms thereof to any person or entity other than your attorney, accountant, tax advisor and immediate family members, and as otherwise required or permitted by applicable law. Nothing contained herein is intended to prohibit or restrict you or Citi from disclosing this offer to any government, regulatory, or self-regulatory organization ("SRO"), or from responding to any court order or subpoena.

Media Inquiries and Statements:

Upon your acceptance of this offer, you agree that at no time shall you discuss any matters affecting or concerning Citi with any member of the media unless a duly authorized representative of the business in which you will work and Citi's Global Public Affairs group both grant prior written consent. This requirement is not intended to supersede your rights and obligations under the applicable law and Citi policy, including but not limited to Citi's policies regarding media inquiries.

Severability:

In the event that any provision of this Letter shall be determined to be invalid or unenforceable, in whole or in part, the remaining provisions of this Letter shall be unaffected thereby and shall remain in full force and effect to the fullest extent permitted by law.

Merger of Terms:

This Letter describes Citi's offer of employment. Any other documents, discussions, or agreements that you may have had with us are not part of our offer unless they are described in this Letter. If there is any conflict between this Letter and the terms of the documents described in this Letter, the terms of the documents will control. Further, any award or grant made to you pursuant to any equity or incentive compensation or employee purchase plan or program, including but not limited to any stock incentive plan, shall be treated pursuant to the terms of the applicable program(s) or plan(s) and any changes thereto. Please consult the relevant prospectus and any applicable supplement for the controlling terms. In the event of

any conflict between the terms of this Letter and those of the applicable plan or program, then the terms of the plan or program shall govern.

Modification:

Except as otherwise provided herein, this Letter may not be modified except by a separate writing signed by both you and the Senior Human Resources Officer for your business.

409A of the Internal Revenue Code:

We agree that, unless any plan, program or arrangement referred to in this Letter provides for payments or awards that are subject to Section 409A of the Internal Revenue Code of 1986, as amended, and the rules and regulations promulgated thereunder (the "Code"), any payment or award made pursuant to this Letter is intended to be a short-term deferral that is exempt from Section 409A of the Code, and that this letter shall be administered in accordance with the short-term deferral exception to Section 409A of the Code. You agree that if any payment or award to be made pursuant to this Letter or any plan, program or arrangement referred to in this Letter is determined to be subject to Section 409A of the Code, then such payment or award shall be administered in accordance with Section 409A of the Code.

In addition, you hereby agree that if you are determined to be a "specified employee" (as defined in Section 409A of the Code), at the time of your "separation from service" (as defined in Section 409A of the Code) from Citi, then any payment, whether made pursuant to this Letter or any other plan, program or arrangement sponsored by Citi, that is subject to Section 409A of the Code and is payable on account of your "separation from service" shall be made on the date that is six months after your "separation from service" (or, if earlier, the date of your death).

Legal and Regulatory Compliance:

Notwithstanding anything in this Letter to the contrary, any payment or award made to you pursuant to this Letter will be subject to any limitations, adjustments or clawback provisions applicable to you to the extent required under (a) any applicable law, regulation, rule, regulatory guidance or legal authority or (b) any policy implemented at any time by Citi in its discretion to (i) comply with any legal, regulatory or governmental requirements, directions, supervisory comments, guidance or promulgations specifically including but not limited to guidance on remuneration practices or sound incentive compensation practices promulgated by any U.S. or non-U.S. governmental agency or authority, (ii) comply with the listing requirements of any stock exchange on which Citi's common stock is traded or (iii) comply with or enable Citi to qualify for any government loan, subsidy, investment or other program.

Expiration:

To accept this offer of employment, please review, sign and return one executed original of this Letter to my attention within the next five business days, otherwise this offer of employment will lapse.

We look forward to having you on board.

Sincerely yours,

Lisa Roberts

Lisa Roberts
Senior Recruiter
On Behalf of Citi Professional Recruiting

Accepted: LUTHER G. BARNUM JR

Candidate Printed Name

Luther G. Barnum Jr.

Candidate Signature

Date: 11/4/2014

Date: 11/4/2014

PRINCIPLES OF EMPLOYMENT

As you consider our offer of employment or continued employment with Citigroup Inc., its subsidiaries, and its and their affiliates (collectively "Citi"), there are certain matters that we want to clarify.

First, you must observe the policies that we publish from time to time for employees. These include a requirement that you maintain the highest standards of conduct and act within the highest ethical principles. You must not do anything that may be a conflict of interest with your responsibilities as an employee. These expectations are included in this Employee Handbook, the Citi *Code of Conduct*, and any other policies that apply to your business, your function or to Citi employees generally.

These documents are available for your review prior to your acceptance of employment, if you choose to review them. If you're a new hire, you'll be asked to acknowledge receiving a copy of the Citi *Code of Conduct* and the U.S. Employee Handbook on or before your Start Date. Remember: It's your responsibility to read and understand these policies and expectations. If you have any questions, now or in the future, please ask your Human Resources or Employee Relations representative.

Second, you must never use (except when necessary in your employment with us), nor disclose to any unauthorized person within Citi or anyone not affiliated with Citi, any personal, proprietary, or confidential information you obtain as a result of your employment with us ("Confidential Information"). This applies both while you're employed with us and after that employment ends. If you leave our employ, you may not disclose, use, retain, or take with you any Confidential Information or any writing or other record that relates to Confidential Information.

Third, your employment with us requires your full attention. You waive any rights to and further agree to assign, and hereby do assign, any work of authorship, invention, discovery, development, or improvement made or conceived by you, either alone or jointly with others, during the time you're employed by us that pertains to our business; arises out of your employment; is aided by the use of time, materials, property, or facilities of Citi; or is at Citi's request and expense ("Intellectual Property"). Works of authorship created within the scope of your employment are owned by Citi as "works for hire."

In addition, in the event that you currently own rights in any inventions or technologies (such as financial models, trading strategies, or software programs) that pertain to Citi's business ("Other Technologies"), you're required to notify your manager of the existence and nature of such things prior to your employment with us. *Unless you obtain a signed written agreement from an authorized representative of Citi providing otherwise prior to your employment with us, you agree to assign, and hereby do assign, to us any interest that you have in Other Technologies.*

Additionally, you agree to assist Citi in connection with any effort to perfect the assignment of Intellectual Property including Other Technologies; any controversy or legal proceeding relating to Intellectual Property; and in obtaining domestic and foreign patent(s), copyright, or other protection covering Intellectual Property. You also must irrevocably waive author's moral rights relating to Intellectual Property and not exercise such right in any manner.

Fourth, you and Citi agree to follow Citi's dispute resolution/arbitration procedure for resolving all disputes^[1] arising out of or relating to your employment with and separation from Citi (other than disputes which by statute are not arbitrable). This applies while you're employed by us as well as after your employment ends. While we hope that disputes with our employees will never arise, we want them resolved promptly if they do arise. These procedures don't preclude us from taking disciplinary actions (including terminations of employment) at any time, but if you dispute those actions, we both agree that the disagreement will be resolved through these procedures.

Our procedures are divided into two parts:

1. An internal dispute resolution procedure that allows you to seek review of any action taken regarding your employment or termination of your employment which you think is unfair.

2. In the unusual situation when this procedure doesn't fully resolve a dispute, and such dispute is based upon a legally protected right (i.e., statutory, contractual, or common law), we both agree to submit the dispute (except disputes which by statute are not arbitrable), to binding arbitration within the time provided by the applicable statute(s) of limitations, as follows:

- Before the arbitration facilities of the Financial Industry Regulatory Authority, Inc. ("FINRA") if you are, or were, a person associated with Citigroup Global Markets Inc. ("CGMI"), i.e., a member of FINRA ("Associated Person"), and your dispute, or any portion of it, arises out of your association with CGMI. You're an Associated Person if you're FINRA registered, or applied for registration; you're an officer, director or branch manager of CGMI; or, you're engaged in CGMI's investment banking or securities business. Keep in mind that you may be a Citi Dual Employee meaning you're employed by both CGMI and another Citi affiliate (e.g., Citibank, N.A.). If you're a Citi Dual Employee and any aspect of your dispute arises out of your association with CGMI, your entire dispute must be submitted to FINRA, including any dispute with your other non-CGMI, Citi employer.
- Before the American Arbitration Association ("AAA") where you don't meet the criteria above for FINRA arbitration. This includes when you're a Citi Dual Employee and no aspect of your dispute arises out of your association with CGMI. Also, you must submit to AAA where you otherwise meet the criteria for FINRA arbitration but FINRA declines the use of its facilities.

Arbitrations shall be conducted in accordance with the respective arbitration rules of the FINRA or AAA, as applicable, then in effect and as supplemented by Citi's Employment Arbitration Policy ("Arbitration Policy") then in effect. A copy of the current Arbitration Policy is attached.

Again, it's your responsibility to read and understand the dispute resolution/arbitration procedure. If you have any questions, now or in the future, please ask your Human Resources or Employee Relations representative.

Fifth, during your employment and for the one-year period following the resignation or termination of your employment for any reason, you agree that you won't (a) engage in any conduct, either individually or in concert with a third party, which, directly or indirectly, causes or attempts to cause any Citi employee to terminate his or her employment with Citi, or (b) solicit, either directly or indirectly, individually or in concert with a third party, any client of Citi whose account(s) you served or whose name you learned during your employment with Citi.

Sixth, nothing herein constitutes a contract of employment for a definite period of time. The employment relationship is "at-will," which affords either party the right to terminate the relationship at any time for no reason or any reason not otherwise prohibited by applicable law.

Citi retains the right to decrease an employee's compensation and/or benefits, transfer or demote an employee, or otherwise change the terms and conditions of any employee's employment with Citi at any time with or without notice at its sole discretion.

We believe these matters are important to you as an employee and to us as an employer.

Your acceptance of our offer of employment with Citi constitutes your acceptance of the aforementioned provisions.

Understood and agreed.

A handwritten signature in black ink, appearing to read "Luther S. Baum".

Candidate Signature

A handwritten date in black ink, appearing to read "11/14/2014".

Date

[1] These include, but aren't limited to, all claims, demands, or actions alleging unlawful employment discrimination or other conduct under Title VII of the Civil Rights Act of 1964, the Civil Rights Act of 1866, the Civil Rights Act of 1991, the Age Discrimination in Employment Act of 1967, the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Family and Medical Leave Act of 1993, the Fair Labor Standards Act of 1938, the Equal Pay Act of 1963, the Employee Retirement Income Security Act of 1974, the Worker Adjustment and Retraining Notification Act of 1989, and all amendments thereto, and any other federal, state, or local statute or regulation or common law doctrine regarding employment, employment discrimination, the terms and conditions of employment, termination of employment, compensation, breach of contract, defamation, retaliation or whistleblower claims, or any claims arising under the Citigroup Separation Pay Plan.

THE EMPLOYMENT ARBITRATION POLICY

Statement of Intent

Citi values each of its employees and looks forward to good relations with, and among, all of its employees. Occasionally, however, disagreements may arise between an individual employee and Citi or between employees in a context that involves Citi.[2]

Citi believes that the resolution of such disagreements will be best accomplished by internal dispute resolution and, where that fails, by external arbitration. For these reasons, Citi has adopted this Employment Arbitration Policy ("Policy"), which is applicable to all employment-related disputes, whether initiated by you or by Citi, as further described below. Arbitration shall be conducted either under the auspices of the Financial Industry Regulatory Authority, Inc. ("FINRA") or the American Arbitration Association ("AAA") as follows:

- Before the arbitration facilities of FINRA if you are, or were, a person associated with Citigroup Global Markets Inc. ("CGMI"), i.e., a member of FINRA ("Associated Person"), and your dispute, or any portion of it, arises out of your association with CGMI. You're an Associated Person if you're FINRA registered, or applied for registration; you're an officer, director or branch manager of CGMI; or, you're engaged in CGMI's investment banking or securities business. Keep in mind that you may be a Citi Dual Employee meaning you're employed by both CGMI and another Citi affiliate (e.g., Citibank, N.A.). If you're a Citi Dual Employee and any aspect of your dispute arises out of your

association with CGMI, your entire dispute must be submitted to FINRA, including any dispute with your other non-CGMI, Citi employer.

- Before the arbitration facilities of the AAA where you don't meet the criteria above for FINRA arbitration. This includes when you're a Citi Dual Employee and no aspect of your dispute arises out of your association with CGMI. Also, you must submit to AAA where you otherwise meet the criteria for FINRA arbitration but FINRA declines the use of its facilities.

Arbitration hearings shall be held in the closest available venue to your current Citi work location (or for former employees, their last Citi work location) and shall be conducted in accordance with the respective arbitration rules of the FINRA or AAA, as applicable, then in effect and as supplemented by this Policy. Throughout this Policy there will be references to AAA or FINRA, but only one set of rules applies to any particular proceeding.

Employment with Citi is a voluntary relationship for no definite period of time, and nothing in this Policy or any other Citi document constitutes an express or implied contract of employment for any definite period of time. This Policy doesn't constitute, nor should it be construed to constitute, a waiver by Citi of its rights under the "employment-at-will" doctrine nor does it afford an employee or former employee any rights or remedies not otherwise available under applicable law.

Your eligibility and consideration for merit increases, incentive and retention awards, equity awards, or the payment of any other compensation to you, as well as your acceptance of employment with Citi, or your continued employment with Citi, shall constitute consideration for your rights and obligations under this Policy.

Scope of Policy

This Policy applies to both you and to Citi, and makes arbitration the required and exclusive forum for the resolution of all employment-related disputes (other than disputes which by statute are not subject to arbitration) which are based on legally protected rights (*i.e.*, statutory, regulatory, contractual, or common-law rights) and arise between you and Citi, its predecessors, successors and assigns, its current and former parents, subsidiaries, and affiliates, and its and their current and former officers, directors, employees, and agents (including disputes based on legally protected rights that are submitted to but aren't resolved by the Dispute Resolution Procedure). These disputes include, without limitation, claims, demands, or actions under Title VII of the Civil Rights Act of 1964, the Civil Rights Acts of 1866 and 1991, the Age Discrimination in Employment Act of 1967, the Older Workers Benefit Protection Act of 1990, the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Family and Medical Leave Act of 1993, the Fair Labor Standards Act of 1938, the Equal Pay Act of 1963, the Employee Retirement Income Security Act of 1974, the Worker Adjustment and Retraining Notification Act, and all amendments thereto, and any other federal, state, or local statute, regulation, or common-law doctrine regarding employment, employment discrimination, the terms and conditions of employment, termination of employment, compensation, breach of contract, defamation, retaliation, or whistle-blowing, or any claims arising under the Citigroup Separation Pay Plan.

Claims for Workers' Compensation or unemployment compensation benefits aren't covered by this Policy.

Claims covered under this Policy must be brought on an individual basis. Neither you nor Citi may submit a class, collective, or representative action for resolution under this Policy.

To the maximum extent permitted by law, and except where expressly prohibited by law, arbitration on an individual basis pursuant to this Policy is the exclusive remedy for any employment-related claims which might otherwise be brought on a class, collective or representative action basis. Accordingly, you may not participate as a class or collective action representative or as a member of any class, collective, or representative action, and will not be entitled to any recovery from a class, collective, or representative action in any forum. Any disputes concerning the validity of this class, collective, and representative action waiver will be decided by a court of competent jurisdiction, not by the arbitrator.

In the event this waiver is found to be unenforceable, then any claim brought on a class, collective, or representative action basis must be filed in a court of competent jurisdiction, and such court shall be the exclusive forum for all such claims.

Nothing in this Policy shall prevent you or Citi from seeking from any court of competent jurisdiction injunctive relief in aid of arbitration or to maintain the status quo prior to arbitration.

The Policy doesn't exclude the National Labor Relations Board from jurisdiction over disputes or matters covered by the National Labor Relations Act. Nothing herein shall be construed to constitute a waiver of your right to file a charge or complaint with this agency. Further, this Policy doesn't exclude the jurisdiction of the Equal Employment Opportunity Commission ("EEOC") and/or state and local human rights agencies to investigate alleged violations of the laws enforced by the EEOC and/or these agencies. You aren't waiving any right to file a charge of discrimination with the EEOC and/or state or local human rights agency. However, you shall not be entitled to seek or receive any monetary compensation as a result of any proceeding arising from the filing of a charge, and/or participating in an investigation resulting from the filing of a charge, with the EEOC and/or state or local human rights agency.

In addition to their obligations under this Policy, certain employees or former employees are subject to the arbitration requirements of FINRA. This Policy is not intended to exclude FINRA from jurisdiction over any dispute required to be arbitrated before FINRA under its rules.

This Policy doesn't require that Citi institute arbitration, nor is Citi required to follow the steps of the Dispute Resolution Procedure, before taking corrective action of any kind, including termination of employment. However, if you disagree with any such corrective action, believe that such action violated your legally protected rights, and wish to pursue the dispute, you must

institute proceedings in accordance with the Policy. The results of the arbitration process are final and binding on you and Citi.

Nothing in this Policy is intended to preclude your right to challenge the validity of this Policy on such grounds as may exist in law or equity.

Retaliation against employees who file a claim under this Policy, including claims regarding the validity of this Policy or any provision thereof, is expressly prohibited.

Arbitration Rules and Procedures

Arbitration under this Policy shall be conducted pursuant to the Employment Arbitration Rules and Mediation Procedures of the AAA or the rules for FINRA arbitration, in either case, "rules." Citi has modified and expanded these rules and procedures in certain respects. In particular, provisions covering fees and costs have been modified so that many of the costs typically shared by the parties will be borne by Citi.

To the extent any of the rules or procedures set forth in this Policy are in conflict with the rules or procedures of FINRA or the AAA at the time of the filing of an arbitration claim, the rules and procedures of FINRA or the AAA shall govern.

1. Initiation of arbitration proceeding

All disputes, whether initiated by you or by Citi, must be timely filed in accordance with the applicable statute of limitations for the claim(s) alleged. To initiate arbitration you must send a written demand for arbitration to the Director of Employee Relations for Citi; the demand will be considered timely if filed or received by Citi within the time period provided by the statute of limitations applicable to the claim(s) set forth in the demand. All demands, whether filed by you or by Citi, shall set forth a statement of the nature of the dispute, including the alleged act or omission at issue; the names of all persons involved in the dispute; the amount in controversy, if any; and the remedy sought. If you are an Associated Person or a Citi Dual Employee, you also will be required to specify whether your dispute, or any remedy sought in the dispute, is related in any way or arises out of your association with CGMI. Within 30 calendar days of receiving a demand, or as soon as possible thereafter, Citi shall file the demand with the appropriate office of the AAA or FINRA. You and Citi will also complete any other required forms for submission of the claim for arbitration, such as the Uniform Submission Agreement, when filing a claim with FINRA. For disputes subject to FINRA arbitration, you may initiate a claim with Human Resources as outlined herein or pursuant to FINRA's Code of Arbitration procedure, which can be found at www.finra.org/ArbitrationMediation/Rules/CodeofArbitrationProcedure/index.htm.

2. Appointment of neutral arbitrator(s)

Neutral arbitrator(s) shall be appointed in the manner provided by AAA or FINRA rules, as applicable. However, it's Citi's intent that arbitrators be diverse, experienced, and knowledgeable about employment-related claims.

3. Qualifications of neutral arbitrator(s)

No person shall serve as a neutral arbitrator in any matter in which that person has any financial, personal or other interest in the result of the proceeding, or in which that person has a relation to the underlying dispute, including any relation to the parties. Prior to accepting appointment, the prospective arbitrator(s) shall disclose any circumstance likely to prevent a prompt hearing or to raise an issue as to the arbitrator's bias, impartiality or independence. Upon receipt of such information, the AAA or FINRA, as applicable, either will replace that person or communicate the information to the parties for comment. Thereafter, the AAA or FINRA, as applicable, may disqualify that person, and its decision shall be conclusive. Vacancies shall be filled in accordance with the AAA or FINRA rules, as applicable.

4. Vacancies

The AAA or FINRA, as applicable, is authorized to substitute another arbitrator if a vacancy occurs or if an appointed arbitrator is unable to serve promptly.

5. Proceedings

The hearing shall be conducted by the arbitrator(s) in whatever manner will most expeditiously permit full presentation of evidence and arguments of the parties. The arbitrator(s) shall set the date, time, and place of the hearing, notice of which must be given to the parties by the AAA or FINRA, as applicable, at least 30 calendar days in advance unless the parties agree otherwise. In the event the hearing can't reasonably be completed in one day, the arbitrator(s) will schedule the hearing to be continued on a mutually convenient date.

6. Representation

Any party may be represented by an attorney or other representative (excluding any Citi supervisory employee) or by himself or herself. For an employee or former employee without representation, the AAA or FINRA, as applicable, may, upon request, provide reference to institutions that might offer assistance.

7. Confidentiality of and attendance at hearing

The arbitrator(s) shall maintain the confidentiality of the hearings unless the law provides to the contrary. The arbitrator(s) shall have the authority to exclude witnesses, other than a party and the party's representative(s), from the hearing during the testimony of any other witness. The arbitrator(s) also shall have the authority to decide whether any person who isn't a witness may attend the hearing.

8. Postponement

The arbitrator(s) for good cause shown may postpone any hearing upon the request of a party or upon the arbitrator's own initiative and shall grant such postponement when all of the parties agree thereto.

9. Oaths

Before proceeding with the first hearing, each arbitrator may take an oath of office and, if required by law, shall do so. The arbitrator(s) may require a witness to testify under oath

administered by any duly qualified person and, if it's required by law or requested by any party, shall do so.

10. Stenographic record

In the event a party requests a stenographic record, that party shall bear the cost of such record. If both parties request a stenographic record, the cost shall be borne equally by the parties. In the event the claimant requests a stenographic record, Citi shall bear the cost of obtaining a copy of the record for itself. In the event Citi requests a stenographic record, Citi also shall bear the cost of providing a copy to the claimant.

11. Arbitration in the absence of a party

Unless the law provides to the contrary, the arbitration may proceed in the absence of any party or representative who, after due notice, fails to be present or fails to obtain a postponement. An award shall not be made solely on the default of a party. The arbitrator(s) shall require the party who's present to submit such evidence as the arbitrator(s) may require for the making of the award.

12. Discovery

Discovery requests shall be made pursuant to the rules of the AAA or FINRA, as applicable. Upon request of a party, the arbitrator(s) may order further discovery consistent with the applicable rules and the expedited nature of arbitration.

13. Prehearing motions

The arbitrator(s) shall be authorized to consider and rule on prehearing motions, including dispositive motions. Any ruling regarding such motion shall be made consistent with Section 19 of this policy.

14. Evidence

The arbitrator(s) shall be the judge of the relevance and materiality of the evidence offered; conformity to legal rules of evidence shall not be necessary.

15. Evidence by affidavit and filing of documents

The arbitrator(s) may receive and consider the evidence of witnesses by affidavit but shall give it only such weight as the arbitrator(s) deems (deem) it entitled to after consideration of any objection made to its admission. All documents to be considered by the arbitrator(s) shall be filed at the hearing.

16. Closing of hearing

The arbitrator(s) shall ask whether the parties have any further proof to offer or witnesses to be heard. Upon receiving negative replies, or if satisfied that the record is complete, the arbitrator(s) shall declare the hearing closed and the minutes thereof shall be recorded.

17. Waiver of procedures

Any party who proceeds with the arbitration after knowledge that any provision or requirement of these procedures hasn't been complied with, and who fails to state objections thereto in writing, shall be deemed to have waived the right to object.

18. Time of award

The award shall be made promptly by the arbitrator(s) unless otherwise agreed by the parties or specified by law. The arbitrator(s) shall be instructed to make the award within 30 calendar days of the close of the hearing or as soon as possible thereafter.

19. Award

a. Form. The award shall be in writing and shall be signed by the arbitrator(s). If either party requests, such award shall be in a form consistent with the rules of the AAA or FINRA, as applicable. All awards shall be executed in the manner required by law. The award shall be final and binding upon the parties, and judicial review shall be limited as provided by law.

b. Scope of relief. The arbitrator(s) shall be governed by applicable federal, state, and/or local law. The arbitrator(s) may award relief only on an individual basis. The arbitrator(s) shall have the authority to award compensatory damages and injunctive relief to the extent permitted by applicable law. The arbitrator(s) may award punitive or exemplary damages or attorneys' fees where expressly provided by applicable law. The arbitrator(s) shall not have the authority to make any award that's arbitrary and capricious or to award to Citi the costs of the arbitration that it's otherwise required to bear under this policy.

20. Delivery of award to parties

The parties shall accept as legal delivery of the award the placing of the award or a true copy thereof in the mail addressed to a party or its representative at the last known address via certified mail, return receipt, personal service of the award, or the filing of the award in any manner that's permitted by law.

21. Enforcement

The award of the arbitrator may be enforced under the terms of the Federal Arbitration Act (Title 9 U.S.C.) and/or under the law of any state to the maximum extent possible. If a court determines that the award isn't completely enforceable, it shall be enforced and binding on both parties to the maximum extent permitted by law.

22. Judicial proceedings and exclusion of liability

a. Neither the AAA or FINRA, nor any arbitrator in a proceeding under this Policy, is a necessary party in judicial proceedings relating to the arbitration.

b. Parties to these procedures shall be deemed to have consented that judgment upon the arbitration award may be entered in any federal or state court having jurisdiction thereof.

23. Expenses and fees

Unless otherwise precluded by applicable law, expenses and fees shall be allocated as follows:

a. Filing fees. Citi shall pay any filing fee required by the AAA or FINRA, as applicable.

b. Hearing fees and arbitrator fees. Citi shall pay the hearing fee and arbitrator fee for the hearing.

c. Postponement/cancellation fees. Postponement and cancellation fees shall be payable, at the discretion of the arbitrator, by the party causing the postponement or cancellation.

d. Other expenses. The expenses of witnesses shall be paid by the party requiring the presence of such witnesses. All other ordinary and reasonable expenses of the arbitration, including hearing room expenses; travel expenses of the arbitrator, AAA, or FINRA representatives, as applicable; and any witness produced at the arbitrator's direction, shall be paid completely by Citi.

e. Legal fees and expenses. Each side shall pay its own legal fees and expenses subject to Paragraph 23 (a) and (b) above.

The allocation of expenses as provided for in items "a" through "d" may not be disturbed by the arbitrator except where the arbitrator determines that a party's claims were frivolous or were asserted in bad faith.

24. Serving of notice

Any notices or process necessary or proper for the initiation or continuation of an arbitration under these procedures, for any court action in connection therewith or for the entry of judgment on an award made under these procedures, may be served on a party by mail addressed to the party or its representative at the last known address or by personal service, in or outside the state where the arbitration is to be held, provided that reasonable opportunity to be heard with regard thereto has been granted to the party. The AAA or FINRA, as applicable, and the parties also may use facsimile transmission, telex, telegram, or other written forms of electronic communication to give the notices required by these procedures, provided that such notice is confirmed by the telephone or subsequent mailing to all affected parties. Service on the other party must be simultaneous with the filing and be made by the same means.

25. Time period for arbitration

Any proceeding under this Policy must be brought within the time period provided for within the statute(s) of limitations applicable to the claims asserted by the claimant.

26. Amendment or termination of arbitration policy

Citi reserves the right to revise, amend, modify, or discontinue the Policy at any time in its sole discretion with 30 calendar days' written notice. Such amendments may be made by publishing them in the Handbook or by separate release to employees and shall be effective 30 calendar days after such amendments are provided to employees and will apply prospectively only. *Your continuation of employment after receiving such amendments shall be deemed acceptance of the amended terms.*

27. Interpretation and application of procedure

Except as otherwise provided by this Policy, the arbitrator shall interpret and apply these procedures as they relate to the arbitrator's powers and duties; all other procedures shall be interpreted and applied by the AAA or FINRA, as applicable. Except as otherwise expressly agreed upon, and except as otherwise provided by this Policy, any dispute as to the arbitrability of a particular claim made pursuant to this Policy shall be resolved in arbitration.

28. Severability

If any part or provision of this Policy is held to be invalid, illegal, or unenforceable, such holding won't affect the legality, validity, or enforceability of the remaining parts and each provision of this Policy will be valid, legal, and enforceable to the fullest extent permitted by law.

[2] Citi refers to Citigroup Inc., its subsidiaries, and affiliates.