



United States | 2022

Employee Handbook

Citi For You



Citi's Mission and Value Proposition:

A Mission of Enabling Growth and Progress

Citi's mission is to serve as a trusted partner to our clients by responsibly providing financial services that enable growth and economic progress. Our core activities are safeguarding assets, lending money, making payments and accessing the capital markets on behalf of our clients. We have 200 years of experience helping our clients meet the world's toughest challenges and embrace its greatest opportunities. We are Citi, the global bank – an institution connecting millions of people across hundreds of countries and cities.

We protect people's savings and help them make the purchases – from everyday transactions to buying a home – that improve the quality of their lives. We advise people on how to invest for future needs, such as their children's education and their own retirement, and help them buy securities such as stocks and bonds.

We work with companies to optimize their daily operations, whether they need working capital, to make payroll, or export their goods overseas. By lending to companies large and small, we help them grow, creating jobs and real economic value at home and in communities around the world. We provide financing and support to governments at all levels, so they can build sustainable infrastructure, such as housing, transportation, schools and other vital public works.

These capabilities create an obligation to act responsibly, do everything possible to create the best outcomes, and prudently manage risk. If we fall short, we will take decisive action and learn from our experience.

We strive to earn and maintain the public's trust by constantly adhering to the highest ethical standards. We ask our colleagues to ensure that their decisions pass three tests: they are in our clients' interests, create economic value, and are always systemically responsible. When we do these things well, we make a positive financial and social impact in the communities we serve and show what a global bank can do.

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EXCEPT FOR THE EMPLOYMENT ARBITRATION POLICY, THE LANGUAGE USED IN THIS HANDBOOK IS NOT INTENDED TO CREATE, NOR SHOULD IT BE INTERPRETED TO CREATE, A LEGAL CONTRACT OR AGREEMENT BETWEEN CITI AND ANY OR ALL OF ITS EMPLOYEES. THIS DISCLAIMER TAKES PRECEDENCE OVER ANY STATEMENT IN THIS HANDBOOK TO THE CONTRARY.

Letter from Sara Wechter

Dear Colleague:

At Citi, we live our mission of enabling growth and economic progress every day. To do this, we aim for excellence in everything that we do. It's woven into our culture and it's how we show up and deliver for our clients.

Each of us have an important role to play. To help drive our firm's collective success and deliver on our competitive advantage, it's important that you understand your individual responsibility for making Citi a modern and simpler bank, what you can expect working at Citi and, in turn, what is expected of you.

Our **U.S. Employee Handbook** was developed to provide that guidance. In the following pages, you'll learn more about the three core tenets of our firm: our [Mission and Value Proposition](#), the three [Ethical Tests](#), and our [Leadership Principles](#), which represent the qualities, behaviors and expectations we all must exhibit to deliver on our mission.

Whether you are beginning your career at Citi, or continuing your journey, please take the time to read through the Handbook carefully and ensure you have a firm understanding of your role.

Each of us has the distinct privilege of positively impacting millions of lives around the world. As a Citi colleague, you drive our business, our progress and the diversity of ideas that make Citi a great place to work.

Thank you for all that you do.

A handwritten signature in black ink that reads "Sara Wechter". The signature is fluid and cursive, with the first name "Sara" and last name "Wechter" clearly distinguishable.

Sara Wechter

Head of Human Resources

Introduction

Introduction to the Citi Employee Handbook

This Employee Handbook ("Handbook") is your basic source of Human Resources information. It describes the key Human Resources policies, procedures and standards for the domestic U.S. employees (including Expatriates working in the U.S.) of Citigroup Inc., its subsidiaries, and their affiliates ("Citi") that you must observe. This Handbook isn't meant to cover the specific operating procedures of your business unit or function. Your manager or others will provide information concerning those procedures to you.

Employment at-will

This Handbook is intended for your information and guidance. You understand that the Employment Arbitration Policy, which is a standalone policy contained in Appendix A, is a binding agreement between Citi and you. You understand that except for the Employment Arbitration Policy, nothing contained in this Handbook, nor the Handbook itself, is a contract of employment. In addition, nothing in this Handbook constitutes a guarantee that your employment will continue for any specified period of time or end only under certain conditions. Your employment with Citi is at-will, which means it can be terminated by you or Citi at any time, with or without notice (subject to the Employment Termination Notice and Nonsolicitation Policy ("Garden Leave") if applicable to you), for no reason or for any reason not otherwise prohibited by law. Additionally, the terms and conditions of employment, including compensation, benefits and privileges, can be changed or terminated without cause and without notice, at any time, and at the sole discretion of Citi.

From time to time, our policies will change

Except for the Employment Arbitration Policy and the "Principles of Employment," which are standalone agreements, to meet the changing needs of both Citi and its employees, Citi reserves the right at any time to create, amend, supplement, modify or rescind, in whole or in part, any policy, procedure, benefit or provision of this Handbook or the Handbook itself, as it deems appropriate and with or without notice.

In the event of any conflict between the employee benefits programs described in this Handbook and the information contained in the summary plan descriptions or the plan documents themselves, the respective formal plan documents and current applicable laws shall govern.

Because our policies and benefits are constantly under review, the information in this Handbook may be updated from time to time. *It's your responsibility to keep yourself informed with regard to all such updates, which are available on [Citi For You](#) under the Policies and Handbooks section.*

These updates, as well as other important information regarding your employment, may be distributed electronically, and may require that you provide an electronic signature, including click-through acknowledgments. In such cases, your electronic signature will have the same force and effect as a written signature. This Handbook applies to all U.S. employees, including Citi Expatriates assigned to the U.S. and Citi Expatriates on assignments outside the U.S., if they're compensated in U.S. dollars (unless, and only to the extent that, specific provisions of this Handbook are not permissible under local law in the assignment country). This Handbook, as well as the Employment Arbitration Policy, apply regardless of whether you've acknowledged receipt of this Handbook and, if you're a Citi Expatriate, should be referred to in conjunction with the Expatriate Handbook. A "Citi Expatriate" is a Citi employee who's actively participating in the Citi Expatriate Program pursuant to an accepted assignment letter administered by Global Mobility.

Introduction

If you have any questions about the interpretation or application of any information in this Handbook, you're encouraged to discuss them with your manager or Human Resources. For current employees, this Handbook supersedes any Employee Handbooks or Human Resources policies, practices or procedures that may have applied to you and that are inconsistent with or prior to this Handbook's distribution.

This Handbook doesn't supersede Citi's *Code of Conduct*, which is hereby incorporated by reference. In addition, the provisions of this Handbook don't supersede any applicable law. For example, where applicable law is more generous than a particular provision in this Handbook, or in the event any provision of this Handbook is in direct conflict with applicable law, then that law applies.

Indeed, nothing contained in this Handbook is intended to restrict or limit you in the exercise of your rights under any applicable law including, but not limited to, Section 7 of the National Labor Relations Act, Section 21F of the Securities Exchange Act of 1934, Section 23 of the Commodity Exchange Act of 1936, or Section 7 of the Defend Trade Secrets Act of 2016 ("Defend Trade Secrets Act"), and the rules thereunder.

Arbitration

This Handbook contains a policy that requires you and Citi to submit employment-related disputes to binding arbitration (see [Appendix A](#)). Please read it carefully.

No provision in this Handbook or elsewhere is intended to constitute a waiver, nor be construed to constitute a waiver, of Citi's right or your right to compel arbitration of employment-related disputes.

Important Contact Information

Contact Name	Contact For	Contact Information
Human Resources Professional Services ("Human Resources")	All general HR matters, including: <ul style="list-style-type: none">• Workplace concerns;• Guidance on HR policies and procedures;• Requests for accommodation	You can find information on how to contact HR in the Global Directory under HR and Other Resources.
HR Shared Services ("HRSS")	Questions regarding payroll, time and absence, benefits, and insurance.	Visit Citi for You to search for information, Open a Case , or Chat via the HR Help Center if further support is required. Citi For You - Need Help

Employee Handbook Acknowledgment

U.S. 2022 Employee Handbook Receipt Form

If you haven't already completed the Handbook acknowledgment, please return this form as directed by your business or function, but in any event no later than 30 days after receipt.

By signing below or electronically, you acknowledge that you've received the Handbook and you understand that it's your obligation to read the Handbook and become familiar with its terms.

I UNDERSTAND THAT BY ACKNOWLEDGING RECEIPT OF THE HANDBOOK AND THE EMPLOYMENT ARBITRATION POLICY, I AM WAIVING ANY RIGHT I MAY HAVE UNDER THE LAW TO BRING EMPLOYMENT-RELATED DISPUTES, WHETHER INITIATED BY ME OR BY CITI, IN FEDERAL OR STATE COURT, OR TO HAVE ANY EMPLOYMENT-RELATED DISPUTE HEARD BY A JURY. I UNDERSTAND THAT THIS WAIVER OF RIGHTS COVERS ALL TYPES OF EMPLOYMENT-RELATED DISPUTES AS DESCRIBED IN THE ARBITRATION POLICY. I UNDERSTAND THAT I WILL INSTEAD BE REQUIRED TO SUBMIT ALL SUCH EMPLOYMENT-RELATED DISPUTES FOR FINAL AND BINDING DECISION BY AN ARBITRATOR.

WITH THE EXCEPTION OF THE EMPLOYMENT ARBITRATION POLICY, WHICH IS A STANDALONE AGREEMENT CONTAINED IN APPENDIX A, AND IS A BINDING CONTRACT REQUIRING ME TO ARBITRATE ALL EMPLOYMENT-RELATED DISPUTES, I UNDERSTAND THAT NOTHING CONTAINED IN THIS HANDBOOK, NOR THE HANDBOOK ITSELF, IS CONSIDERED A CONTRACT OF EMPLOYMENT. IN ADDITION, NOTHING IN THIS HANDBOOK CONSTITUTES A GUARANTEE THAT MY EMPLOYMENT WILL CONTINUE FOR ANY SPECIFIED PERIOD OF TIME. I UNDERSTAND THAT, SUBJECT TO THE EMPLOYMENT TERMINATION NOTICE AND NONSOLICITATION POLICY ("GARDEN LEAVE"), WHERE APPLICABLE, MY EMPLOYMENT WITH CITI IS AT-WILL, WHICH MEANS IT CAN BE TERMINATED BY ME OR CITI AT ANYTIME, WITH OR WITHOUT NOTICE, FOR NO REASON OR ANY REASON NOT OTHERWISE PROHIBITED BY LAW.

I understand that appended to this Handbook is an Employment Arbitration Policy that requires me and Citi to submit employment-related disputes to binding arbitration (see Appendix A). I understand that it's my obligation to read these documents carefully. I also understand that no provision in this Handbook or elsewhere is intended to constitute a waiver, nor be construed to constitute a waiver, of my or Citi's right to compel arbitration of employment-related disputes.

Signature _____

Name (First, MI, Last)

[illegible]

10-digit GEID

[illegible]

Department

Date (mm/dd/yyyy)

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Section 1

Our Work Environment

Section 1: Our Work Environment

Diversity, equal employment opportunity and affirmative action

At Citi, our employees reflect the remarkable range of cultures and perspectives of our clients. We have a presence across nearly 100 countries and we do business in more than 160 countries – a powerful advantage that combines global insights with deep local knowledge. We recognize that unique individuals, collaborative teams and inclusive leaders are the engines of new ideas and far-reaching impact. It's our willingness to embrace the richness of our diverse teams, ideas and possibilities that drives our growth and progress.

A diverse workforce that represents a wide range of backgrounds, perspectives and experiences is an important part of Citi's mission and is directly related to our ability to innovate and deliver results for our clients.

Diversity and inclusion are embraced, people are hired and advanced on their merits, and employees treat each other with mutual respect and dignity. Around the world, we strive to be a company in which the best people want to work, where opportunities to develop are widely available, where we practice responsible finance, and where a healthy work/life balance is encouraged.

Our Affinity Model and Employee Network Program are closely connected to our business strategy and promotes individual leadership and employee development.

Citi has a longstanding commitment to equal employment opportunity for all employees and applicants for employment. This commitment applies to all employment decisions, including recruiting, hiring, training, promotions, compensation, benefits, transfers and terminations, and to Citi sponsored educational, social and recreational programs and facilities, including the use of restrooms that correspond with an employee's gender identity. At Citi, these employment decisions are made without regard to race, sex/gender, pregnancy (including childbirth or related medical condition), gender identity or expression, color, creed, religion, national origin, nationality, citizenship status, age, physical or mental disability or medical condition, sexual and reproductive health decisions, genetic information, marital status (including domestic partnerships and civil unions), sexual orientation, culture, ancestry, familial or caregiver status, military status, veteran's status, socioeconomic status,

unemployment status, status as a victim of domestic violence, or any other basis prohibited by law.

Citi also provides reasonable accommodations for religious practices, disabilities, and pregnancy (including childbirth, lactation, and related medical conditions) to enable employees to perform the essential functions of their jobs to their full capabilities.

Citi is also committed to ensuring that employees and applicants are not subjected to harassment, intimidation, threats, coercion, or discrimination because they filed a complaint; assisted or participated in an investigation, compliance review, hearing or other activity related to the administration of any federal, state or local law requiring equal employment opportunity law; or exercised any other right protected by equal employment opportunity laws.

Equal employment opportunity is a fundamental responsibility and is the foundation of a true meritocracy in which employees succeed based on their talent, contributions, leadership and teamwork. Citi has a number of programs that support these commitments:

- Citi takes affirmative action, including monitoring workforce representation, works to ensure efforts are being made to increase the diversity of our workforce, and administers an audit and reporting system. Citi also provides other employment programs and policies to enhance equal employment opportunity.
- Citi supports the formation and operation of Employee Network chapters. Citi's Employee Network Chapters serve as local branches of our Affinities and are an important part of our diversity strategy. These chapters are employee-initiated and employee-led groups. Each Network Chapter is open to all employees.

Our 10 Affinities – Black Heritage, Asian Heritage, Disability, Generations, Hispanic/Latino Heritage, Citi Salutes, Multicultural, Families Matter, Pride and Citi Women – each represent different demographics and are designed to ensure that we understand, appreciate and leverage the uniqueness of our entire employee base. Information about our Affinities and Network Chapters is available on the Diversity website at <https://www.citi.net/EN/diversity/Pages/default.aspx>.

All of us have a responsibility to take positive action to ensure an inclusive working environment that is free of discrimination and harassment.

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Unlawful discrimination, harassment and retaliation

Unlawful discrimination, harassment, and retaliation make it impossible for us to achieve our goals as a company and are inconsistent with maintaining a work environment in which employees and others can achieve their highest levels of individual productivity, and will not be tolerated.

Citi strictly prohibits all forms of unlawful discrimination, harassment and retaliation, whether committed by or against managers, co-workers, non-employees, paid or unpaid interns, clients, customers, vendors or visitors, and whether it occurs while at work, during business travel, at work-related or Citi-sponsored events, or outside of work. Calls, texts, e-mails, and social media usage can constitute unlawful workplace harassment, even if they occur away from the workplace or outside of work hours.

Employees and applicants for employment will not be subject to different terms or conditions of employment or harassment based on race, sex/gender, pregnancy (including childbirth or related medical condition), gender identity or expression, color, creed, religion, national origin, nationality, citizenship status, age, physical or mental disability or medical condition, sexual and reproductive health decisions, genetic information, marital status (including domestic partnerships and civil unions), sexual orientation, culture, ancestry, familial or caregiver status, military status, veteran's status, socioeconomic status, unemployment status, status as a victim of domestic violence or any other basis prohibited by law.

Everyone is responsible for creating a work environment free of unlawful discrimination, harassment and retaliation, and Citi encourages any employee or other individual covered by this policy who experiences, witnesses, or otherwise becomes aware of inappropriate behavior to speak up when it happens and report such behavior. Supervisors and managers who receive a complaint or information about suspected unlawful discrimination, harassment or retaliation, observe what may be such conduct, or for any reason suspect that such conduct is occurring **are required** to report it to Human Resources or the Citi Ethics Office.

Employees and other individuals covered by this policy have a legal right to a workplace free from unlawful discrimination, sexual or other unlawful forms of harassment, and retaliation, and individuals can enforce this right by filing a complaint internally with Citi and/or, under federal, state or local anti-discrimination laws, through arbitration and/or with a government agency

or, except where inconsistent with federal law, in court. Internal complaint procedures and other legal protections are described below.

Employees and others who engage in unlawful discrimination, harassment or retaliation will be subject to disciplinary action up to and including termination of employment or assignment for gross misconduct. Citi also reserves the right to take appropriate remedial measures even when based on inappropriate conduct that does not rise to the level of unlawfulness.

The definition of sexual harassment

Sexual harassment is a form of sex discrimination and is unlawful under federal, state, and (where applicable) local law. Sexual harassment includes harassment on the basis of sex, sexual orientation, gender identity and the status of being transgender and also includes unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature when:

1. Such conduct is made either explicitly or implicitly a term or condition of an individual's employment;
2. Submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual; or
3. Such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile or offensive working environment, even if the complaining individual is not the intended target of the sexual harassment.

The following are examples of inappropriate conduct that is prohibited:

- Comments, gestures, signs, displays, noises, jokes, pranks, or degrading or intimidating language or behavior that are sexual in nature or are inappropriately directed at someone because of their sex.
- Sexually suggestive objects, books, magazines, photographs, cartoons, pictures, calendars, posters, electronic communications, or other materials, such as:
 - Displaying pictures, posters, calendars, graffiti, objects, promotional material, reading materials or other materials that are sexually demeaning or pornographic and including such displays on workplace computers or cell phones and sharing such displays while in the workplace.
- Unwelcome verbal or physical advances, sexually explicit derogatory statements, or sexually

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discriminatory remarks that are offensive or objectionable to the recipient, that cause the recipient discomfort or humiliation, or that interfere with the recipient's job performance, such as:

- Touching, pinching, patting, grabbing, brushing against or poking another individual's body;
- Subtle or obvious pressure for unwelcome sexual activity.
- Offering favorable terms or conditions of employment (including hiring, promotion, continued employment and any other term, condition or privilege of employment) in exchange for sexual favors or threatening less favorable terms or conditions of employment if sexual favors are refused, such as:
 - A request for sexual favors accompanied by an implied or overt threat concerning the recipient's job performance evaluation, a promotion or other job benefits or detriments.
- Hostile actions taken against an individual because of that individual's sex, sexual orientation, gender identity and the status of being transgender, such as:
 - Interfering with, destroying or damaging a person's workstation, tools or equipment, or otherwise interfering with the individual's ability to perform the job;
 - Sabotaging an individual's work;
 - Bullying, yelling, or name-calling.

Sexual harassment is prohibited whether it's between members of the opposite sex or members of the same sex.

Prevention training

Workplace harassment prevention training is required to be taken by all employees on an annual basis. The training is designed to educate employees on what sexual harassment is and includes specific examples of inappropriate conduct. It explains how to report concerns of sexual harassment so Citi can investigate and take appropriate remedial action. It also includes information about the federal, state and local laws that prohibit sexual harassment and the remedies available to the victims of harassment. Managers will also receive training on their responsibilities to prevent and report any complaints of sexual harassment.

Other types of harassment covered by this policy

The principles and prohibitions described in this policy also apply to harassment based on race, sex/gender, pregnancy (including childbirth or related medical condition), gender identity or expression, color, creed, religion, national origin, nationality, citizenship status, age, physical or mental disability or medical condition, sexual and reproductive health decisions, genetic information, marital status (including domestic partnerships and civil unions), sexual orientation, culture, ancestry, familial or caregiver status, military status, veteran's status, socioeconomic status, unemployment status, status as a victim of domestic violence, or any other basis prohibited by law.

Citi prohibits harassment based on the above characteristics at work, at work-related events, and outside of work. Citi also prohibits the following: comments, jokes, or other degrading or offensive language or behavior (such as racial slurs or epithets) and objects, books, magazines, photographs, cartoons, pictures, calendars, posters, electronic mail, or other materials that may be offensive to individuals in a particular group.

How to make a complaint

Several options are available to raise a complaint of unlawful discrimination or harassment (including sexual harassment). You're encouraged to report any incident you experience or witness to your manager, another member of your management chain, Human Resources, or the Citi Ethics Office (Phone: 1-866-384-4299 or 1-212-559-5842; Web submission: <https://www.citi.net/EN/Pages/ethicsoffice/ContentPages/report.aspx>).

You aren't required to report your complaint to anyone who's the subject of the complaint. For example, if your complaint concerns your manager, you should raise your complaint through one of the other contacts listed above. Supervisors or managers who observe or receive complaints of unlawful discrimination, harassment or retaliation must report those complaints to Human Resources or the Citi Ethics Hotline; failure to report those complaints will result in disciplinary action.

Citi will promptly begin an impartial investigation of any complaint of unlawful discrimination, harassment, or retaliation. The steps taken during an investigation may vary depending on the specific allegations. Generally, the investigation will be conducted by an Employee Relations Advisor (or other designee in an independent function) who will interview all parties involved, including any relevant witnesses, and review documents and materials

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that are relevant to the allegations. At the end of the investigation, Citi will notify the individual who complained of its findings and, where appropriate, take remedial measures. Investigations are handled with sensitivity and in a timely manner, and Citi will maintain confidentiality to the extent possible, consistent with the need to investigate and address the matter. All employees and other workers are expected to cooperate fully in such investigations.

Retaliation and Suppression

Citi prohibits any form of retaliation against any individual covered by this policy who has made a complaint; exercised any of their rights protected under state, federal or local law; participated in an investigation or proceeding involving a complaint of unlawful discrimination, harassment, retaliation, or an ethical concern; requested a reasonable accommodation for a physical or mental disability or medical condition (as defined and protected under applicable law), pregnancy (including childbirth or related medical condition), or religious belief; requested a leave of absence under Citi's Policies; or has refused to participate in illegal sales practices. Retaliation includes any adverse action taken because an individual has engaged in such activity and need not be job related or occur in the workplace to be prohibited by this policy and/or the law. Examples of adverse action are the denial of a promotion, refusal to hire, denial of job benefits, reprimands, negative evaluations, threats, harassment, demotion, suspension, discharge, or other adverse treatment.

Citi also strictly prohibits the suppression of complaints whether intentionally or otherwise. Employees must not prevent, prohibit or otherwise discourage another individual from making a complaint, encourage someone to change a complaint, or intentionally fail to escalate a complaint.

If you believe that you've been subjected to any retaliatory treatment, you're encouraged to raise a complaint through the same procedures described above under "How to make a complaint."

Legal Protections and External Remedies

Unlawful harassment, discrimination, and retaliation not only violate Citi's policies, but are also illegal under federal, state, and/or local laws. These laws allow individuals who believe they have been discriminated against, harassed, or retaliated against to file a complaint and pursue legal remedies within the applicable statute of limitations from the appropriate authorities, including the U.S. Equal Employment Opportunity Commission and state or local

fair employment practices agencies, and, where applicable in the case of physical touching, coerced physical confinement or coerced sex acts, local law enforcement.

Additional state-specific information, including, contact information for certain government agencies that enforce these laws, is available in Appendix A of Citi's Unlawful Discrimination, Harassment and Retaliation Policy available on [Citi For You](#).

For More Information

If you have any additional questions, please contact Human Resources. You can find contact information for the appropriate HR contact in the Global Directory under HR and Other Resources in the paragraph that begins "For guidance related to HR Policy Interpretation."

Reasonable accommodations for pregnant employees, employees with disabilities or medical conditions

Citi is committed to a culture of diversity and inclusion in the workplace. As part of that commitment, Citi recognizes that some individuals with a physical or mental disability or medical condition (as defined and protected under applicable law), and women who are pregnant may require reasonable accommodations to enable them to perform the essential functions of their jobs to their full capabilities.

If you have a disability or medical condition or are pregnant and require a reasonable accommodation in connection with your employment, please submit your request through the HR Help Center via [Citi For You](#), navigating to the menu bar option, "Open A Case," selecting the HR Case Category, "Workplace," and clicking the item called, "Workplace Accommodation/Adjustment Request." Once the case is submitted, it will route to the appropriate HR Team and a member of that team will conduct the appropriate follow-up. If you are unable to submit the request yourself, you may ask your manager or HR contact to do so on your behalf.

Requests for accommodations are confidential. Medical information from your medical provider may be necessary to understand and/or provide the requested accommodation. Any medical information that you and your medical providers may need to disclose in the accommodation process will be held in confidence and won't be disclosed, except when required by law

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or to ensure the safety of the workplace. For additional information, please visit the HR Help Center via [Citi For You](#) and/or contact Human Resources.

Ergonomics

Citi recognizes that an ergonomically correct workstation along with standard worksite equipment are important for you to do your job safely and comfortably whether you work at a Citi facility or work remotely.

To determine if your workstation is ergonomically appropriate for you, Citi offers Office Ergonomics Training, an online self-paced training and self-assessment module available on [Citi For You](#) that provides a basic understanding of ergonomics that can help you work more comfortably and reduce the risk of injury. There is also a video available for you to watch that will assist you in adjusting your chair properly and work more comfortably at <https://www.citi.net/sites/broadcastcenter/Pages/video.aspx?p=16522>.

You're encouraged to review the results of your training and self-assessment with your manager in the event any changes to your workstation or standard worksite equipment may be needed. Managers may order standard worksite equipment from this link https://servicenowhr.citigroup.net:4431/citihrportal?id=kb_article_view&sysparm_article=KB0020456. No separate HR accommodation process is needed.

If you have a medical condition for which you need special ergonomic equipment, you should request an accommodation as noted in the section above.

Reasonable accommodations for religious beliefs

Citi recognizes that you may hold religious beliefs or observe religious practices that occasionally conflict with your work schedule or assigned responsibilities. To enable you to fulfill your religious obligations, Citi provides up to 10 unpaid days off per year for religious observances (see "Religious observance" on page 54).

If you require other forms of religious accommodation, please contact your manager or Human Resources to begin a cooperative/interactive dialogue regarding the requested accommodation. Citi will make reasonable efforts to accommodate your religious beliefs, observances and practices, including religious dress and grooming practices.

Other reasonable accommodations

The safety of our employees is paramount, and Citi recognizes that victims of domestic violence, sex offenses, stalking and other violent crimes may require time off or workplace accommodations for their health, safety, and welfare. If you require such an accommodation, please contact your manager or Human Resources to begin a cooperative/interactive dialogue regarding the requested accommodation. Requests for accommodations are confidential.

Ethics, Code of Conduct, and "Principles of Employment"

Citi expects all of its employees and other representatives to act in accordance with the highest standards of ethics and professional integrity in all aspects of their activities and to comply with all applicable laws, rules, regulations, and Citi policies and procedures.

We must never compromise that integrity, either for personal benefit or for Citi's purported benefit.

If you encounter a situation that you feel is not right, or if you have any questions about the best course of action in a particular situation, or if you have any reason to believe that any Citi employee, or anyone working on Citi's behalf, may have engaged in misconduct, which includes violations or potential violations of law, regulation, rule, or breaches of policy, procedure, or the *Code of Conduct*, you must promptly escalate your concern to any of the following:

- Your manager or another member of management;
- Human Resources;
- Your business unit or function's internal legal counsel;
- Your Independent Compliance Risk Management Officer (ICRM);
- Citi Security and Investigative Services (CSIS);
- The Citi Ethics Office.

The *Code of Conduct* provides an overview of Citi's key policies and sets forth the standards of ethics and professional behavior that apply to all Citi employees. A number of policies in this Handbook are described in more detail in Citi's *Code of Conduct*. Likewise, the "Principles of Employment," which all employees sign at the time of hire, is a summary of key policies that apply to every employee.

Section 1

Our Work Environment

All employees are expected to read and comply with the *Code of Conduct*. You can obtain the *Code of Conduct* at <https://www.citigroup.com/citi/investor/corporate/governance.html>.

Citi prohibits any form of retaliatory action against anyone who raises concerns or questions in good faith regarding ethics, discrimination, or harassment matters; requests a reasonable accommodation for a disability, pregnancy (including childbirth or related medical condition), or religious belief; reports suspected violations of law, regulation, rule, or breach of policy, procedure, or *Code of Conduct*; or participates in a subsequent investigation of such concerns.

In addition, you must also be aware of the detailed policies, procedures and regulations specific to your business or function, position and/or legal entity. It's your responsibility to become familiar with and comply with these policies and procedures and any supplemental policies and procedures to which your business, function, position or legal entity is subject. Failure to do so, including your failure to escalate known breaches of Citi's policies, may result in disciplinary action up to and including termination of employment.

Citi Policies are available on the Citi Policy Directory at <http://policies.citigroup.net>.

Section 2

Your Responsibilities

Section 2: Your Responsibilities

Employment Policies

Citi believes in maintaining a professional work environment for our employees and clients. Each of us shares the responsibility to conduct ourselves in accordance with the workplace standards outlined in this Handbook. These standards apply regardless of where you are working.

Attendance

Good attendance, reporting to work on time, and working your assigned schedule are essential to Citi's business operations. Balancing work and personal life can be a challenge, and occasionally illness or other compelling personal situations may cause you to arrive late, leave early, or be absent from work. In these situations, you must follow these procedures:

Notify your manager

For any absence, lateness, early departure, or any unauthorized absence from work during the workday, you must provide to your manager as much notice as possible under the circumstances along with the general reason. If you're going to be either absent or late, you must notify your manager no later than one half-hour prior to your scheduled starting time each day of the absence or late arrival along with the general reason. If you're initially unable to contact your manager yourself, you should have a family member or friend contact your manager. You should then follow up with your manager as soon as possible. You should not provide your manager with any specific medical information.

If your manager is unavailable

If you're unable to reach your manager to notify them of your absence or late arrival, you should contact another manager in your department or any other employee your manager designates for this purpose.

You must ensure that a message indicating that you'll be absent or late and the general reason for your absence or late arrival is communicated. You must also provide a phone number where you can be reached during business hours.

Excessive or unacceptable patterns of absences, lateness, early departures, or other unauthorized absences from work during the workday or a failure to contact your manager on a timely basis about any absence may lead to disciplinary action up to and including termination of employment. If you're absent without leave for three or more consecutive scheduled workdays without following any of the notification procedures described above, or if you're absent without leave for seven or more consecutive calendar days but haven't filed a claim for a leave of absence or disability benefits with MetLife (1-888-830-7380), you may be treated as having voluntarily resigned your employment and may not be eligible for rehire. Additional attendance guidelines may apply to certain business units. Please contact your manager or Human Resources for additional information.

Professional appearance

Your attire should always reflect the highest standard of professionalism. Depending on your business or function or your location, you're expected to dress appropriately for the business scheduled for a given workday, such as formal business, business casual, or casual attire. To promote inclusivity in the workplace, appearance and attire guidance is not gender specific, and Citi will provide reasonable accommodations related to a disability or religious belief. Certain jobs may require you to wear a uniform. Your manager or Human Resources can provide guidance on appropriate attire.

Citi recognizes that personal appearance can be a form of self-expression. Clothing choices and tattoos shouldn't be suggestive, offensive or disrespectful to your colleagues or our clients. At all times, you are expected to present a neat and professional image and to make the right decisions regarding your personal attire every day whether working remotely, in a physical Citi location, or on Zoom.

Managers must personally adhere to and communicate the attire applicable to their business or function. Any employee who wears inappropriate attire may be counselled and asked to change clothing. Repeated violations may result in disciplinary action up to and including termination of employment.

Section 2

Your Responsibilities

Workplace safety/violence in the workplace

Threats or acts of violence, whether committed by or against managers, co-workers, clients, vendors, visitors or other individuals, in the workplace or outside of work and whether verbal or physical, won't be tolerated. Any employee who threatens or perpetrates a violent act will be subject to disciplinary action up to and including termination of employment, and may also be subject to civil litigation and/or criminal prosecution.

Workplace violence includes any threat, act or behavior that causes or threatens to cause harm, physical or otherwise, to another person or property. Examples of workplace violence include:

- Physical assault or threat of assault, fighting, or using obscene or abusive language or gestures;
- Making any threat with or by reference to a weapon;
- Vandalism or arson;
- Racial, sex/gender-based, homophobic, or similar epithets or other derogatory remarks associated with hate crimes;
- Threatening or menacing behavior of any kind, including acts of terror, such as bomb threats, bioterrorism, or threats of violence, including domestic violence;
- Stalking, sexual, emotional, and psychological intimidation or verbal abuse;
- Comments condoning or inciting violent events or behaviors; and
- Comments that may be intended as a joke but may be deemed to be threatening or violent.

Except as provided by local law, unless you're authorized by Citi, you may not use or possess a weapon in the workplace, regardless of whether you have a license. "Workplace" as used in this policy means any Citi-owned or leased property including Citi vehicles or parking areas, sites of Citi-sponsored events, any client or vendor location while on Citi business, and any other locations where Citi employees are gathered.

"Weapon" as used in this policy includes anything readily capable of lethal use or of inflicting serious bodily injury, including but not limited to: (i) any firearm or other device that shoots a bullet or any other projectile, whether loaded or unloaded; (ii) any explosive or incendiary device/substance; (iii) a knife of any length/in any sheath or casing

(excluding plastic kitchenware or standard kitchenware by food service preparers); (iv) any other device/substance that is designed or traditionally used to inflict harm or that could reasonably be expected to cause alarm including any replica or facsimile of a device/substance described above; (v) any instrument, device, or substance that is not permitted by the foregoing but which through use or threatened use may cause alarm or harm to oneself or to others.

We have a responsibility to ourselves and to our colleagues to foster a safe and secure workplace. From time to time, Citi may publish or provide information, including state specific guidelines, on its intranet. For example, the New York airborne infectious disease exposure prevention plan is available on [Citi For You](#) under State and Federal Labor Law Notices. From time to time, Citi may publish or update these documents, including state specific guidelines, on its intranet.

You have an obligation to notify CSIS, CRS or local building management of any security incidents or fire hazards to help promote workplace safety.

If you're subject to, aware of, or observe any threat or act of workplace violence, including domestic violence that impacts the workplace, you must immediately report it to your manager, Human Resources, or a security officer.

Tobacco-free workplace

As part of our commitment to providing a healthy work environment, all Citi offices are tobacco-free workplaces.

Our Tobacco-Free Workplace Policy precludes the use of all tobacco products, including cigarettes, electronic cigarettes, handheld vaporizer pens and any other device used to simulate smoking, cigars, pipes, hookah and chewing tobacco and any other form of smokeless tobacco, including but not limited to snuff, chew-gutka, jarda, betel and quid, while in any area of the workplace. Workplace includes offices, hallways, stairs, conference rooms, restrooms, break rooms, lunchrooms, lobbies, and all internal community areas over which Citi has control, as well as outside on Citi grounds and parking lots, or inside Citi-owned or leased vehicles. This policy applies to employees, clients, vendors and visitors.

You share the responsibility for adhering to and enforcing this policy. Please bring any breaches of this policy to the attention of a manager, Human Resources, or a security officer.

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Your Responsibilities

Substance abuse

It's Citi's policy to maintain a work environment that fosters the health and safety of its employees and protects the integrity of its business practices. As such:

- The possession, transfer, sale or use of illegal drugs (including controlled substances without a valid prescription) in the workplace or outside of work while on Citi business is prohibited and may lead to legal prosecution.
- The use or possession of recreational drugs on Citi premises is prohibited.
- The use or possession of alcohol on Citi premises is prohibited except where authorized by Citi senior management in consultation with HR in advance.
- If you report to work unfit for duty you may be subject to disciplinary action up to and including termination of employment and/or you may be referred for a health evaluation or chemical screening for drugs and alcohol. If you refuse to submit to a screening or you're under the influence when injured on the job, you may not be eligible for Workers' Compensation or unemployment compensation benefits.

If you have a drug- or alcohol-related problem, you're encouraged to call the Be Well program at 1-800-952-1245 (1-800-772-0997 for TTY access) to seek confidential assistance.

Random drug testing and health evaluations for employees in safety-sensitive positions

If you're hired into or currently working in a position such as driver, pilot, security officer, or other designated position that involves "safety-sensitive" responsibilities, you may be required to undergo a health evaluation.

This health evaluation, conducted periodically at Citi's discretion, may include a physical examination and chemical screening for illegal and recreational drugs and alcohol and other substance abuse.

All health evaluations are conducted in accordance with the provisions of the Americans with Disabilities Act and applicable state laws.

If you're involved in an accident while operating a motor vehicle or aircraft as part of your job, you may be referred for a health evaluation or chemical screening as well. If

you refuse to submit to an evaluation or screening or if you test positive as a result of a chemical screening, your employment will be terminated immediately.

Solicitation

Citi is committed to making a difference in the communities where we live and work, and we encourage our employees to support that goal in such ways as participating in community service and charitable organizations and events; however, Citi prohibits unauthorized solicitation and distribution during work hours and on its premises.

To ensure a productive work environment, solicitation between or among employees where some or all of them are on work time isn't permitted. Solicitation includes exchanging or borrowing money in connection with gambling ("gambling" includes, but is not limited to, games of chance, sports betting and any other activities prohibited by law, including office pools (i.e., March Madness, World Series, Super Bowl, World Cup, U.S. Open, etc.)). Solicitation also includes buying or selling non-Citi products or services; buying, selling, or offering tickets or memberships in an organization; soliciting money for other unauthorized purpose; and engaging in individual fundraising, including for any charity that isn't Citi-sponsored.

Requests from clients and vendors to engage in solicitation during an employee's work time are also prohibited. Only Citi-approved vendors may extend offers or discounts on their products and services to Citi employees. These offerings are generally made available to U.S. employees through Citi Employee Offerings, which is accessible through [Citi For You](#). For more information on how to make a vendor referral, see Citi Employee Offerings on page 60.

Persons not employed by Citi aren't permitted to solicit or distribute literature on Citi premises at any time for any purpose unless such solicitation/distribution relates to products or services offered by Citi's business partners or otherwise support Citi policies.

Neither employees nor non-employees are permitted to use Citi resources, such as e-mail, collaborative worktools (i.e. SharePoint and Citi Collaborate), bulletin boards, equipment or facilities, for solicitation/distribution. Citi also prohibits the distribution of non-business-related materials during work time and in work areas at any time.

Citi allows solicitation/distribution on behalf of Citi-sponsored charitable and community service organizations, which may include Citi-wide non-profit fundraising activities. Examples include Citi-sponsored non-profit fundraising activities associated with the March of

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Dimes, United Way, or Habitat for Humanity. For further information on charitable contributions visit the Citi Policy Directory at <http://policies.citigroup.net> to view the complete Charitable Contributions Policy and Standard.

In addition, you may receive solicitations for Citi products and services, such as checking and savings accounts, mortgage and credit products, brokerage accounts, investment products, financial planning services, payment and electronic services, etc., and, occasionally, for authorized products and services offered by Citi's business partners. Periodically, you may receive solicitations in connection with Citi's benefit plans and programs and from Citi's Global Government Affairs office as well.

To view the Solicitation Policy for further detail, visit [Citi For You](#).

Social media

Citi recognizes that you may engage in the use of third-party social media (such as Facebook, LinkedIn and Twitter). Whether for personal or approved business reasons, you're responsible for all content you post on social media. Whenever you participate in social media activities, you must comply with Citi's Social Media Procedure, your obligations under the *Code of Conduct*, and all policies, standards, and procedures applicable to your role or your business/function, including any business/function policy that limits, restricts or prohibits social media activity relating to Citi's business and its clients or regulatory requirements.

Personal use of third-party social media sites should be conducted outside your work hours and should not interfere with your job. You may not use Citi Communications Equipment, Systems and Services for personal use of third-party social media sites. You should be clear in your personal social media activity that you're expressing your own views, not those of Citi. Do not disparage Citi's clients, vendors or business partners, its or their products or services or Citi's competitors in your social media activities. Content that is offensive or creates a hostile work environment, including harassing, discriminatory, threatening or retaliatory behavior between co-workers, is not permissible, regardless of whether it occurs in or outside the workplace, including on personal social media sites as outlined in the *Code of Conduct*.

As a reminder, you must get approval from your manager and Citi's Global Public Affairs Office before using social media to conduct Citi's business and before posting a blog, comment, video or any other content to a third-

party social media site regarding Citi's operations, clients, products or services. Communications relating to Citi's business may be restricted and/or subject to content restrictions, pre-use filing and/or approval requirements, supervisory review, and record retention. Therefore, before engaging in the use of social media—whether for business or personal reasons—consult your manager and the Compliance Officer for your business or function to determine if any restrictions or requirements apply to you.

Where business use of social media has been authorized, including use of Citi-sponsored internal (e.g., Collaborate) and third-party (e.g., Citi's Facebook page) social media sites, access to and use of these sites will be limited to approved business purposes only, and must comply with any applicable guidelines, terms and conditions governing the site including, in the case of a third-party site, any site terms and conditions and privacy policies published by the site owner or sponsor. As with other usage of Communications Equipment, Systems and Services, Citi monitors and has the ability to record access to and use of a Citi Authorized Site in accordance with and to the extent permitted by applicable law and Citi policy.

Citi's policies and expectations regarding job performance and workplace conduct continue to apply when you use social media regardless of whether it occurs in or outside the workplace, including on personal social media sites.

To view the complete Social Media Procedure as well as Frequently Asked Questions (FAQs), visit the Citi Policy Directory at <http://policies.citigroup.net>.

Photographs and recordings

In order to protect proprietary and confidential client account information and to avoid disclosing personally identifying information of clients, Citi has certain restrictions on photographing or audio and/or video recording in work areas, whether you're working in the office or remotely. To the extent permitted by applicable law and except as provided below, you're prohibited from photographing or audio and/or video recording proprietary business data, documents or information and confidential client information on your personal device. This prohibition applies when such proprietary information is discussed in business meetings, business strategy sessions, project updates, and/or whenever such proprietary or confidential client information is captured on whiteboards, flip charts or any other medium. This applies regardless of whether you're at a Citi location, working remotely or traveling and regardless of whether the photography or recording device is Citi-issued or your

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own personal mobile device. Devices include cell phones, smart phones, PDAs, personal laptops, tablets, or any device with a camera or digital recording, data transfer, web browsing feature, or other non-Citi communication applications. Through Citi's BlackBerry Work application, you may, for business purposes only, utilize the photo/video recording function to capture images and/or transmit them only to your Citi e-mail account or another colleague's Citi e-mail account. This ensures the information remains within Citi's secure network.

You also may not photograph or record others in the workplace (including at work-related events) without their knowledge and consent unless expressly authorized to do so as part of your official job responsibilities (e.g., for regulatory purposes, quality monitoring, audio and video business conferencing or company sponsored events). Such conduct not only violates Citi policy, but is unlawful in some states.

With employees around the world, your day-to-day responsibilities will likely require you to engage with many colleagues, including colleagues in other locations. To allow employees to connect a face with a name, from time to time Citi may ask you to provide a photograph or may use a previously taken and stored photograph of you for business and/or administrative purposes, such as for inclusion in our Global Directory, Citi.net or Citi Collaborate. Any photographs you provide to Citi must be business-appropriate. If you'd like to decline or opt out of Citi's use of your photograph, you'll be provided an opportunity to do so, excluding instances where a digital image is used to verify your identity for security purposes.

Personal device use for non-business-related activities

While at work, use of personal devices, including wearable devices, to engage in non-business-related activities such as personal calls, sending or receiving texts, checking voicemail, and/or Internet usage must not interfere with your job responsibilities or be distracting or offensive to others.

Depending on your business, function or location, additional guidelines may apply. Contact the Business Information Security Officer (BISO) for your business or function and your manager for further guidance.

Citi property and your personal property

Citi may provide offices, desks, files, lockers, workstations, and other equipment ("Citi Property") for your use during your employment. Citi Property may be inspected at any time. As such, you should have no expectation of privacy relating to Citi Property. It's your responsibility to safeguard Citi Property as well as your personal property by, for example, locking desks, lockers, files, etc., and keeping personal property, such as handbags, wallets, backpacks and briefcases, out of public view and access. Access to most business premises is restricted to people with proper identification and a legitimate need to enter. Citi doesn't accept responsibility or make reimbursement for lost, stolen or damaged personal property.

Employment of relatives

As the employment of relatives of Citi employees can create actual or perceived conflicts of interest, any such employment is subject to the provisions set forth in the Global Employment of Relatives Policy ("EOR Policy"). The EOR Policy outlines, among other things, specific restrictions on the hiring and/or continued employment of immediate family members of Citi's Board of Directors, Executive Management Team, Direct Reports to the CEO of Citigroup Inc., Chief Country Officers (CCOs) or Section 16 Officers, as well as restrictions relating to the hiring and/or continued employment of certain relatives of employees.

Current and former relatives of any Citi employee may not be employed if Citi determines that it would create an actual or perceived conflict of interest. Employees who live together are deemed to be relatives under the EOR Policy. Proposed external or internal hiring of current and former relatives requires the advance review and approval of Human Resources officers as outlined in the EOR Policy. Even where the employment of a relative would be permitted and is approved, the individual must be deemed to be the most qualified candidate for a posted and available position and must be selected through Citi's competitive hiring process. If employees become relatives during the course of their employment, they must notify Human Resources of their status as soon as reasonably possible. Employees may be expected to periodically confirm that they have disclosed to Citi the names of any relatives who work at Citi and that there have been no changes to those relationships or their roles at Citi. The principles of this EOR Policy also apply to the engagement of directly managed workers (non-employees). Failure

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to disclose relationships covered by the EOR Policy may result in disciplinary action, up to and including termination of employment.

You should refer to the Citi Policy Directory at <http://policies.citigroup.net> for the full Global Employment of Relatives Policy including applicable approval requirements. In addition, any proposed hiring of a Senior Government Official, a referral or a relative of a Senior Government Official, or a referral of a Senior Commercial Person as defined in the Citi Anti-Bribery Policy, requires pre-approval in accordance with the Citi Anti-Bribery Policy and the Anti-Bribery Hiring Procedures, which are also available on the Citi Policy Directory.

Consensual relationships

Citi believes that an environment where there is a clear delineation between personal and business interactions is most effective for conducting business and maintaining a productive work environment. To ensure an appropriate work environment, managers may not date or have any intimate relationship or intimate relations with any individual in their direct, indirect or matrix reporting chain or with any non-employees who are assigned to perform work within or in support of their department. Further, individuals will not be permitted to be employed in certain positions, departments and/or functions that may allow them to intentionally or unintentionally influence, control or affect the terms and conditions of employment of another employee or a business relationship with a client or vendor with whom they are, or have been, engaged in a consensual relationship.

Employees (including managers) with none of the working relationships described above may date or have an intimate or other personal relationship or intimate relations with a co-worker, provided that there's no actual or perceived conflict of interest and that any such relationship doesn't (i) actually or potentially adversely affect the confidentiality of Citi's information/data and/or (ii) otherwise adversely affect the workplace. Generally, employees who are in consensual or other personal relationships (including intimate relations) should have no reason to interact with each other for Citi business. Although consensual relationships are a matter of personal choice, they must remain private between the individuals involved and should not be visible in the workplace.

If you find that a relationship may be developing with a co-worker, client, or vendor that wouldn't be permitted under this policy, you're expected to inform your manager or Human Resources so that any potential, actual or

perceived conflict of interest can be addressed. It may be determined that a transfer to another position or department is necessary.

Media inquiries, speeches and publications

Citi's Global Public Affairs Office is the sole entity authorized to issue press releases or public statements on behalf of Citi to the media (which includes any national or local newspapers, magazines, Internet-based news services, journalists, authors, and radio and television stations). Should representatives from the media contact you seeking a statement on behalf of Citi, you must promptly refer them to the Global Public Affairs Office. Only individuals specifically designated by Global Public Affairs may provide official comments, either on or off the record, or materials or publications to the media. This includes all interaction with the media, however formal or informal, and irrespective of the subject matter. Contact information is located in the "Useful Addresses and Telephone Numbers" section in the back of the *Code of Conduct* at https://www.citigroup.com/citi/investor/corporate_governance.html.

To ensure that your activities do not create a conflict of interest or inadvertently disclose confidential business information, you may not publish, post or link to any material in written or electronic format (including books, articles, pod casts, webcasts, blogs, website postings, photos, videos or other media), make speeches, give interviews, or make public appearances on behalf of or as a representative of Citi that mention Citi's operations, clients, products or services, without prior approval from your manager and the local Public Affairs Officer for your business, function or region.

Reporting requirements

Your obligations

Background Checks and Regulatory Screening

All employees and non-employees are subject to periodic criminal background checks and regulatory screening.

You may be subject to additional screening based on your business or function. Certain positions that involve securities, insurance or mortgages require employees to be registered or licensed through industry regulatory bodies, states, industry registries, or other organizations. Employees may not perform activities requiring

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the applicable registration/license unless they are appropriately qualified (e.g., through an examination) and properly registered/licensed.

Individuals who have certain criminal, credit, and/or regulatory offenses in their background are not permitted to support Citi businesses regulated by the Securities and Exchange Commission (SEC), Commodity Futures Trading Commission (CFTC), the Financial Industry Regulatory Authority (FINRA) and/or the Federal Deposit Insurance Corp. (FDIC). To comply with this restriction, Citi may perform criminal background checks and/or obtain consumer reports about you during the course of employment.

Affirmative Self-Disclosure Obligations

All employees and non-employees also have an affirmative obligation to self-report certain criminal, civil, and regulatory events or offenses, as described below. You must immediately notify your manager, ICRM Officer, and Human Resources of any of the following (except where prohibited by law):

- Your arrest, summons, subpoena, arraignment, indictment, plea of guilty or no contest, finding of guilt, or conviction for any criminal offense, including participation in any pretrial diversion program or similar program for such offense;
- Your involvement in any investigation or legal proceeding by any court, governmental body, regulatory body or securities industry self-regulatory body including any request for testimony before such bodies;
- A refusal or revocation of your registration, or an injunction, censure, fine, suspension, expulsion or other disciplinary action by any governmental or securities industry regulatory body to which you are a subject;
- Your association with a broker/dealer or other institution that was suspended, expelled or had its registration denied or revoked by any governmental or securities industry regulatory body;
- A client complaint or disciplinary action of which you're a subject brought by another broker/dealer or a client of a broker/dealer which previously employed you;
- A bankruptcy or contempt proceeding, cease or desist order, injunction or civil judgment to which you're a party;
- An investigation commenced by a prior employer of which you're the subject; or
- Your involvement in any securities or commodities-related lawsuit or arbitration, or a request for you to testify in any securities or commodities-related lawsuit or arbitration.

Questions should be directed to your manager, ICRM Officer, and Human Resources. If you're unsure whether a matter requires disclosure, you should resolve the uncertainty in favor of disclosure.

Managers who become aware of any of the above must promptly escalate it to Human Resources and their ICRM Officer.

Failure to immediately report the matters above is a serious offense and may result in disciplinary action up to and including termination of employment. A criminal conviction or any of the other events listed above isn't an automatic bar to continued employment. Factors such as legal and regulatory requirements, the length of time since the event, the nature of the offense, and your job duties are among the factors that may be taken into account when determining next steps.

Personal information about you

Citi may, to the extent permitted by law, collect, use, maintain and disclose (collectively "use") certain information about you in connection with your employment, obtaining or providing services or our day-to-day business activities. Citi uses a wide range of employee information including, but not limited to, contact information; compensation and benefits information; work and time management and reporting line information; education, talent, volunteer and training information; information about individuals you identify to Citi for benefits or other purposes; background check information; and government-related information (such as tax data and SSNs).

This list isn't exhaustive, and Citi may use other personal information about you as permitted by applicable law.

Citi uses this information for business purposes such as communicating with its staff; maintaining continuity of business; expense management; administering compensation and benefits; and managing its workforce, business and operations (for example, by allocating work, providing information technology (IT), and ensuring a safe and secure place to work). You agree that Citi may contact you by automated text message or other automated dialing methods as needed at the phone number or numbers you provide. In addition, Citi may use this information for legal, compliance, regulatory and investigative purposes (including disclosure of such information in response to or in connection with legal process). Again, this list isn't exhaustive, and Citi may use information about you for other purposes as permitted by applicable law.

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Because Citi is a global organization, employee information may be used by a range of Citi affiliates and workers worldwide, for example, where payroll or IT services are performed by one or more Citi affiliate on behalf of others. In addition, Citi may disclose information about you to third parties (including but not limited to vendors who may be providing services to Citi) wherever Citi does business; for business, operational or regulatory purposes; and where required or permitted by law for any other purpose deemed appropriate by Citi.

Such third parties may include service providers (for example, payroll, benefits, compensation, or IT service providers), professional advisers, consultants, governmental and regulatory bodies, law enforcement, safety and security personnel, and other financial institutions or their respective designees. Citi also may disclose certain personal information about you in connection with corporate activity, including mergers, sales or reorganizations. Again, these examples aren't exhaustive.

Reviewing personal information

You may view some of the personal information Citi holds about you via [Citi For You](#), which is available on the Citi intranet and may be accessed with your user ID and Single Sign-On password. In accordance with applicable law you also may view the personnel file Citi maintains about you by making a request to Human Resources. You'll be given access to your personnel file, and any other information required by applicable law.

Updating personal information

You must ensure that your contact and emergency contact information is up to date. You can update your contact information and certain other personal information directly through [Citi For You](#). Employees may be expected to periodically review and confirm all personal information is current. To make changes to your benefits, please contact the appropriate administrator or visit the appropriate benefits website through My Total Compensation and Benefits at www.totalcomponline.com.

Immigration sponsorship and U.S. work authorization

Citi may sponsor employees in certain positions for employment-based immigration at the discretion of management after consultation and review by Citi's immigration counsel and Human Resources.

If you have U.S. work authorization valid only through a specific date (i.e., pursuant to a visa status that permits you to work with Citi), you must maintain communication with Human Resources and Citi's immigration counsel regarding your continued authorization to work in the U.S. In this regard you should advise Human Resources and Citi's immigration counsel of any changes to your position, the terms and conditions of your employment, legal vehicle employer, work location, or immigration status before they occur, if possible. You're responsible for ensuring the maintenance of current work authorization and providing documentation of such authorization when necessary. Re-verification of your work authorization must occur on or before the expiration date of your current work authorization document.

Business visitors to the U.S.

On occasion, Citi colleagues from abroad may be required to travel to the U.S. for a short trip for limited business purposes. Such visitors who travel to the U.S. with a valid B-1 visa (or who qualify for entry without a visa under the Visa Waiver Program) may engage in specific business activities only. Those activities include attending meetings, consulting with associates, short-term training, negotiating contracts or attending conferences. It is important to note that a business visitor may not engage in any hands-on work, including local or productive employment, while in the U.S. and it is a violation of law to do so. If you've any questions about whether a visitor to the U.S. will engage in permissible activities or require work authorization, please contact in-house immigration counsel or Human Resources.

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Temporary changes in work location

U.S.-based foreign nationals sponsored by Citi

Authorization to work in the U.S. may be limited to a specific job location. A change in your work location (e.g., another city, state or country and including your time working at home) may necessitate additional filings with the government to document new working locations not identified in the original petition or application. To ensure compliance with all applicable laws and regulations and before any arrangements are made, your manager and you must contact Human Resources and outside immigration counsel to ensure that all necessary steps are taken, including obtaining approvals and documentations, in advance of any change in work location. Such requests generally may be made only in connection with participation in one of Citi's Mobility programs or because of a specific business need.

All U.S.-based employees

To ensure compliance with all applicable laws and regulations regarding limitations on travel and work in another country, U.S.-based-employee initiated requests to extend time in another country for personal reasons by requesting to work remotely on a temporary basis are generally not permissible outside the U.S. when not the result of a specific business need. Such a request must be reviewed and approved in advance (in writing) by your manager, Human Resources and in coordination with applicable local control functions.

Before approving an employee's request to extend their stay beyond a planned business trip or vacation, or to work temporarily from somewhere other than their assigned work location (e.g. in another city, state, or country), it's the manager's responsibility to work with HR to ensure that there are no adverse consequences arising from approving the request. Adverse consequences can arise from the generation of corporate or personal income while working at the host location, which can result in unplanned financial liability and complex tax withholding. There are also visa regulatory requirements, remittance and filing obligations or an employee's immigration status restrictions that must be adhered to.

Such a request generally may be made only in connection with participation in the Global Expat Program or the Cross-Border Program or because of a specific business need.

Business travel within the U.S.

From time to time, Citi may ask colleagues to travel within the U.S., spending time in another state for business purposes. Certain jurisdictions impose state and local tax requirements on non-residents when traveling to their jurisdiction to conduct business. Additionally, the requirements may include an employee's obligation to file a certificate of non-residence (or similar document) under certain circumstances, based on state or local tax provisions. You will be expected to respond to any requests for information when identified as traveling to a jurisdiction requiring such certification.

Professional designations

You may use professional designations and certifications or make references to professional licenses or educational degrees if they relate to your job and are approved by your manager for use. Such designations include JD, CPA, MBA, CFP, CFA and CFTA.

You may not use professional designations that state or imply a specialized knowledge or educational training that you don't possess. References to licenses, professional certifications or degrees should be correct and current. If you possess a license or certification, you must obtain approval prior to using the license to produce income outside your employment with Citi; however, use of such licenses or certifications on your own behalf, and for your direct personal (nonmonetary) benefit, is permitted. Employees with direct or indirect customer contact must not use certain licenses in an income producing capacity during their employment with Citi. For additional information refer to Citi's Outside Directorship and Business Interest Policy at <http://policies.citigroup.net>.

References/employment verification

You must refer all requests for employee information, including references and employment and mortgage verification, to The Work Number at www.theworknumber.com.

On occasion you may be asked to provide an employment or character reference to a new employer or educational institution for another employee. While we support employees who are making changes, we must ensure that we do not create risk for Citi and our employees. Therefore, you cannot provide references

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for current or former employees in written, verbal, or electronic form. This restriction also applies to requests received from social media sources such as LinkedIn. Employees may choose to provide copies of their performance evaluations to prospective employers or educational institutions that want information about job performance, provided that such evaluations do not contain confidential information.

Under certain circumstances, including where your employment is terminated in connection with suspected fraudulent or criminal activity or other wrongdoing, Citi may provide information regarding your employment (including the reason for termination of employment) to governmental and regulatory bodies, law enforcement, other financial institutions or their agents, within Citi for business purposes, or as otherwise not specifically prohibited by law.

The Work Number is an automated employment verification service that allows your name, most recent hire and termination dates, classification (as full-time or part-time), and other information to be verified within minutes. You can use this service for mortgage applications, reference checks, loan applications, apartment leases, or any other purpose that requires proof of employment or income.

The Work Number offers three levels of information to a verifier/agency that you authorize to access your information:

1. "Employment" consists of your name, employment status, most recent hire and, where applicable, termination dates, total years of service with Citi, and job title.
2. "Employment and Income" consists of all the information provided under "Employment" plus current or most recent rate of pay; gross earnings year to date with a breakdown for overtime pay, commissions and bonuses; and, if applicable, gross earnings from Citi for the past two calendar years.
3. "Social Services" consists of all the information under "Employment and Income" plus individual pay period data and, if enrolled, medical/dental insurance coverage with Citi.

You provide the verifier/agency with the Citi company code (24841) and other information. The verifier/agency also will need a Salary Key when verifying employment and income information. You can obtain a Salary Key either by visiting the website above or by calling The Work Number at 1-800-367-2884 or TTY 1-800-424-0253.

For government agency requests that cannot be fulfilled through The Work Number, please contact HR Shared Services (HRSS).

Wage/Employment Verification is available through Citi Employee Self-Service. Just go to the HR Help Center via [Citi For You](#) and search "Generating a Reference Letter" knowledge article. It allows you the ability to instantly generate and print wage/employment verification letters.

Re-employment

Employees who leave Citi in good standing may reapply for a position. If you're re-employed following any separation from Citi, you will be subject to all background checks, including a criminal background check and drug test, and you must provide references for any period of interim employment. Upon re-employment, your status in Citi benefits plans will be based on the specific rules of each plan.

Whether prior service with Citi may be taken into consideration for benefits purposes is governed by applicable plans. Your Citi service date will be reviewed automatically and adjusted accordingly.

Your Citi service date will determine your eligibility for Citi programs and may vary from your adjusted service date under certain benefit plans. You must also be actively at work for at least 90 consecutive days as a benefits-eligible employee to receive certain benefits. If you've any questions about this process, including Citi service "bridging" questions, you should contact HR Shared Services (HRSS).

Other Key Workplace Policies

In addition to employment policies, our Handbook provides an overview of other key workplace policies that you're responsible to become familiar with and adhere to. Supplemental policies to which your business or function is subject also apply to you.

Safeguarding personal, proprietary and confidential information

To serve our clients and stakeholders, and to meet our legal, regulatory and compliance obligations, you're responsible for safeguarding personal, proprietary and

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confidential information that you may create, discover, use, access, send or receive during your employment with Citi (as used in this Handbook, "Confidential Information").²

Employees who send, receive or have access to personal information about Citi's workers³ as a result of their position or job responsibilities – including Social Security numbers, driver's license numbers, passport numbers, dates of birth, home addresses or home telephone numbers, personal e-mail addresses, Internet identification names or passwords, and parents' surname(s) prior to marriage – must safeguard that personal information in accordance with all applicable policies, standards and guidelines and are prohibited from using, sharing or communicating that information to any individual, externally or internally, for non-business-related purposes.

You must comply with all laws and policies applicable to Confidential Information including, without limitation, Citi's *Code of Conduct*, the Citi Privacy and Confidentiality Policy, Citi Privacy Policy for Transferred European Workforce Data, Citi Information Technology Management Policy and Standards, Citi Information Security Standards, Citi Records Management Policy, and this Handbook.

Nothing contained in this Handbook or policy is intended to prohibit employees from disclosing information relating to their own terms and conditions of employment³.

If you have questions concerning the appropriate and permissible use of personal information associated with Citi workforce data, please contact Human Resources, your In-Business Privacy Officer, or your Business Information Security Officer (BISO) or visit the Citi Policy Directory at <http://policies.citigroup.net/>.

Nothing contained herein is intended to prohibit or restrict you or Citi from providing evidence or other information to any government, regulatory, or self-regulatory agency such as (without limitation) the Securities and Exchange Commission ("SEC"), the Commodity Futures Trading Commission ("CFTC"), the National Labor Relations Board ("NLRB"), the Equal Employment Opportunity Commission ("EEOC"), the Department of Justice ("DOJ"), the Financial Industry Regulatory Authority, Inc.

("FINRA"), or the New York Stock Exchange ("NYSE"), or from responding to any court order or subpoena, or from participating in any reward program offered by any government, regulatory, or self-regulatory agency.

You may also disclose Confidential Information, including trade secrets, to (a) any government, regulatory, or self-regulatory agency, including under Section 21F of the Securities and Exchange Act of 1934, Section 23 of the Commodity Exchange Act of 1936, or Section 7 of the Defend Trade Secrets Act of 2016 ("Defend Trade Secrets Act"), and the rules thereunder, or (b) an attorney in connection with the reporting or investigation of a suspected violation of law or to an attorney or in a court filing under seal in connection with a retaliation or other lawsuit or proceeding, as permitted under the Defend Trade Secrets Act. You do not need the prior authorization of Citi to make these disclosures or provide evidence or other information to any government, regulatory, or self-regulatory agency, and you're not required to notify Citi that you have done so.

The disclosures permitted under this Paragraph are intended for regulatory and/or law enforcement purposes. It does not permit disclosure for commercial or competitive purposes of any confidential information, including trade secrets, to government owned, related or sponsored agencies, entities or enterprises that compete directly or indirectly with Citi and its businesses.

Intellectual property

You're required to engage your business unit or function's internal legal counsel to review any new products, processes, names, brands or technology that you or your team are developing to ensure that Citi secures appropriate trademark, copyright, patent or other intellectual property protection.

As described more fully in the "Principles of Employment", you shall disclose and assign to Citi any work of authorship, invention, discovery, development, concepts, improvements, trademarks or trade secrets made or conceived by you, either alone or jointly with others, during the time you're employed by Citi which pertains to Citi's

² Examples of Confidential Information include (without limitation) information about Citi or its businesses, products and services; regulator supervisory letters; methods, systems and business plans; information about Citi's workers; and information about Citi's current, former, and prospective clients, vendors and business partners. Citi's workers include any current or former employee, officer, director or non-employee engaged by Citi; any individual applying to become a worker; and any dependents or other individuals whose details have been given to Citi by a worker for work- or other employment-related reasons (for example, for emergency contact purposes).

³ Citi's workers include any current or former employee, officer, director or non-employee engaged by Citi; any individual applying to become a worker; and any dependents or other individuals whose details have been given to Citi by a worker for work- or other employment-related reasons (for example, for emergency contact purposes).

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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"). At Citi's request and expense, you must assist Citi with any effort to perfect such assignment; any controversy or legal proceeding relating to Intellectual Property; and in any effort by Citi to secure domestic and foreign Intellectual Property protection. Works of authorship created within the scope of your employment are owned by Citi as "works for hire." You also must irrevocably waive any author's moral rights applicable to any Intellectual Property and agree not to exercise such rights in any manner. You may not use any Intellectual Property without Citi's express permission, and you may not copy, share, or otherwise use Intellectual Property after your employment at Citi ends.

Managing records and data at Citi

Citi complies with all legal and regulatory requirements regarding records and data management.

Data, information and records, as defined in the Citi Records Management Policy and the Citi Data Management Policy, that are owned, collected, used, shared and managed by Citi and its third parties must be accurate and complete. You're responsible for the integrity, quality, accuracy and completeness of the data and records that you create, modify, or are under your control. Citi information that is collected, used and managed by Citi and its third parties must be retained, and disposed of in accordance with the Citi Records Management Policy. If the data, information or records are identified as potentially relevant to an ongoing legal matter, the data may not be altered or deleted.

Additional information is available in the Records Management Policy on the Citi Policy Directory at <http://policies.citigroup.net> or contact your Records Management Program Lead or Data Governance Officer.

Electronic communications at Citi

Citi provides communications equipment, systems (including applications) and services, including but not limited to computers, laptops, intranet, Internet access, Wi-Fi, e-mail, instant messaging (such as Microsoft Skype for Business or Zoom); and websites and applications with embedded communications features (collectively "Communications Equipment, Systems and

Services"). Communications, Equipment, Systems and Services includes Citi-approved third-party platforms or applications such as BYOD or BlackBerry Work or remote access software that may be installed on personal devices.

Only Communications Equipment, Systems and Services either provided by, sanctioned by, or approved by Citi, may be used to conduct business on behalf of Citi. The Legal and ICRM departments must review the use of any new software, platform or equipment used to carry messages before it's used for business purposes. Any improper or unauthorized use, removal or theft of Communications Equipment, Systems and Services will result in disciplinary action up to and including termination of employment and, as applicable, criminal prosecution.

All communications, information, data, or files that you use, create, send, receive, download, store, or delete, including any personal communications, while utilizing Communications Equipment, Systems and Services are the property of Citi and may be used by Citi for any purpose.

Citi may, in its discretion, monitor, inspect, review, record, copy, retain, access, delete or disclose (collectively, "monitor") any or all of your activities and/or communications while using Communications Equipment, Systems and Services, whether on- or off-site (including remote work). This includes communications sent, received, or deleted and other information stored on a computer hard drive, shared drives and Citi servers, or cloud services. Monitoring may be periodic, random or continuous.

Citi recognizes that you may use Communications Equipment, Systems and Services for personal matters from time to time. However, Communications Equipment, Systems and Services may not be used to access your personal e-mail account or for personal social networking activities. Excessive personal use of Communications Equipment, Systems and Services interferes with your job performance. Therefore, while some personal use is permitted, it should be very limited, must otherwise comply with this and other applicable policies, and may be monitored and retained.

Because your use of Communications Equipment, Systems and Services is always subject to monitoring, you should have no expectation of personal privacy when you use Communications Equipment, Systems and Services for any reason, including for personal use.

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Prohibited uses of communications equipment, systems and services

Citi's Communications Equipment, Systems and Services may not be used for any inappropriate or unauthorized purposes such as, but not limited to:

- Using a personal e-mail, blog, website or unapproved personal social media account to conduct business on behalf of Citi

Note that business use of social media sites, including but not limited to, LinkedIn, Facebook, and Twitter, may be restricted or prohibited by your business or function.

- Accessing personal e-mail or other Communications Equipment, Systems and Services without authorization;
- Soliciting or distributing materials unrelated to or contrary to Citi business or Citi's business interests (including creating or modifying marketing and prospecting letters, sales literature, and solicitations that haven't been approved for public distribution by Citi) or that otherwise would violate law or Citi policy;
- Sending client or business information (such as addresses, transactional data, accounts, product information, scenarios and strategy) to non-authorized persons/businesses;
- Forwarding electronic communications containing information that is classified as Internal, Confidential, or Restricted (including Material Non-public Information) to a personal email account;
- Downloading or otherwise installing any hardware or software except with the prior approval and assistance of the IT Department;
- "Hacking" into or otherwise gaining or attempting to gain unauthorized access to any other computer system or facility;
- Willfully facilitating any illegal activity or any other activity that may be detrimental to the reputation and interests of Citi, or that may violate any applicable Citi policy; or
- Any other use that doesn't comply with applicable law, or Citi's policies, practices or guidelines, including Citi's Information Security Standards, the Electronic Communications Policy, and any applicable business policy, or that may be detrimental to the reputation and interests of Citi.

For additional information on Citi's Information Security Standards and the Electronic Communications Policy, please visit the Citi Policy Directory at <http://policies.citigroup.net>.

Additional business and supervision requirements

Depending on your business or function, some messaging platforms may be prohibited. Specifically, you may be prohibited from communicating with employees in another business (e.g., certain employees of Banking, Capital Markets and Advisory employees may be restricted in their communications with equity research analysts). Any attempt to circumvent such information barriers is prohibited. Global ICG Markets and Securities Services, and all employees globally who have been determined by Citi to engage in designated market activities, may not participate in, or contribute to, multi-firm chatrooms. This applies to chat rooms that automatically open when you log in and ad hoc chats, even if you do not actively participate or review messages. This does not apply to internal chat rooms, chat rooms with multiple clients from the same institution, deal-specific chat rooms used by syndicate desks, or other chat rooms pre-approved by the business and ICRM. If you receive any written messages containing a client complaint, grievance, or allegation of misconduct, you must immediately forward such communication to your manager and a relevant Legal and/or ICRM contact, as appropriate. Moreover, as with any other form of written communication, Electronic Communications that you send to clients or others outside Citi, must adhere to specific content standards depending on the nature of the communication.

Certain Electronic Communications also may be subject to supervisory review and approval prior to dissemination.

Bring Your Own Device ("BYOD")

Eligible employees may use their own personal mobile device ("Dual-Use/BYOD Device") to access Citi systems for business purposes. All Citi-approved software installed on Dual-Use/BYOD Devices must be used in accordance with applicable Citi guidelines. All Citi information must be stored within Citi-approved software or applications such as BYOD or BlackBerry Work. Eligible employees must have a supported Dual-Use/BYOD Device. Eligible employees are expected to review and understand the terms of BYOD participation. Generally, when applicable guidelines are followed, Citi does not expect participation in BYOD to result in any incremental charges associated with the use of a Dual-Use/BYOD Device; however, if any incremental charges are necessary for business purposes, you should seek reimbursement in accordance with the Citi Expense Management Policy.

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Safeguarding Communications Equipment, Systems and Services

When using Communications Equipment, Systems and Services, you must comply with all equipment safeguarding procedures that may apply in your business or function. Some of these safeguarding procedures are as follows:

- Laptop computers must be secured and the keys to the required locking device secured elsewhere. Laptop computers can be secured by locking them into a compatible docking station, or into an approved tether that's attached to a desk or workstation or locked in a cabinet.
- Smaller equipment (i.e., BlackBerrys, beepers, cellular phones, calculators) must be either kept on the person who's assigned the equipment or secured in a locked cabinet.
- When traveling, equipment must not be left unattended in public places. Equipment left unattended in a hotel must be secured in a locked hotel room or safety deposit box or equivalent.
- User passwords must not be shared or made known to others and must be changed frequently.
- Information that Citi businesses are obligated to protect as described in the Citi Information Security Standards must be stored only on Citi-managed devices. It may be stored on personal devices only when approved in advance by the Chief Information Officer (CIO) or Council member (or designee) for your business or function.
- Documents marked Internal Use Only and Confidential Information of Citi, its employees, or its customers, third parties or partners should never be transmitted or forwarded to outside individuals or companies not authorized to receive that information.
- Movement of Citi-owned data to alternate media such as thumb drives, CD/DVD media or uploaded to non-Citi-sponsored websites (such as cloud storage), where permitted, must comply with the Cyber and Information Security Policy and its supporting Standards. Such activity is subject to monitoring.

Mail services

Incoming Mail - All mail received at a Citi Office using a Citi address becomes the property of Citi and therefore may be opened, scanned and delivered electronically, in

alignment with Citi's security protocols and digitization efforts without further consent of the individual recipient.

While the mail services areas are designed and staffed for business use only, we understand with the ever increasing use of e-commerce and the concern for package security, you may wish to send some nonperishable, non-flammable, non-combustible, non-hazardous packages to your work address. While business mail will always take precedence, you will be notified by e-mail of any personal mail/packages received in the mail center. All personal mail/packages must be retrieved from the mail center within 7 days. Personal packages that are left at the mail center for more than 7 days will be returned to sender. Department managers will be notified of any excessive personal use of mail services. Non-business-related periodicals will not be accepted and will be discarded. There is no guarantee that personal mail sent to your Citi work address will be directed to you in an expedient manner.

Outgoing Mail - Citi's outgoing mail services are designed and staffed for business-related mail only. If used for personal mail, you're responsible for ensuring that outgoing personal mail sent from your Citi work address contains the proper postage and/or tracking information, and you must comply with any shipping restrictions imposed by the carrier.

Citi doesn't accept responsibility or make reimbursement for lost, stolen or discarded personal mail and packages either sent to or mailed from your Citi work address.

Gifts and entertainment

Business gifts and entertainment

The success of our organization is a result of the quality of our client and other business relationships. Providing or accepting gifts and entertainment (including travel and/or lodging), may in some cases be seen as a conflict of interest or, in certain cases, can constitute a violation of anti-bribery or other laws, rules or regulations.

Employees must not offer, provide, request, or accept a gift or entertainment where it may appear that the gift or entertainment might influence an improper action or inaction, secure an improper advantage, or induce the improper performance of a responsibility by the recipient.

Business gifts or entertainment that involve any illegal activity or form of "adult" entertainment and/or could have a negative reputational impact to Citi (e.g., is indecent, sexually explicit, or otherwise of an inappropriate nature) are expressly and strictly prohibited. Employees who

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provide or participate in such gifts or entertainment, even at their own personal expense, managers who permit such gifts or entertainment, and any employees who are aware of such gifts or entertainment and do not report it are subject to disciplinary action up to and including termination of employment.

For more information including pre-approval and recordkeeping requirements, see the Citi Gifts and Entertainment Standard, the Citi Expense Management Policy, the Citi Anti-Bribery Policy, the Activities Involving U.S. Public Officials Standard, and the Legislative Lobbying and Corporate Political Contributions Involving Non-U.S. Government Officials Standard, each of which is available on the Citi Policy Directory at <http://policies.citigroup.net>, as well as the *Code of Conduct*.

Gifts and loans between employees

From time to time employees may choose to exchange gifts. The value of any such gifts should be reasonable and customary for the occasion. Gifts between employees that create an actual or perceived conflict of interest, which can be reasonably expected to compromise judgment or improperly influence decision making or which serve as or appear to be a quid pro quo, may not be given. Additionally, gifts between employees are not to be a substitute for, or supplement to, compensation (e.g., as a supplement to or substitute for a bonus). Under no circumstances may gifts between employees be reimbursed by Citi.

Loans between employees, including soliciting, pressuring, coercing, or influencing workers into lending money, can create actual or perceived conflicts of interest and therefore are prohibited. An exception can be made for short-term de minimis loans in appropriate circumstances, e.g., lending money to pay for lunch on the occasion when a co-worker forgot their wallet.

Conferences and seminars

Employees who plan to attend business-related conferences, seminars, workshops, training or similar events (collectively "Conferences") should consult their manager for guidance. Your attendance must have a valid business purpose and be approved in accordance with the Gifts and Entertainment Standard, the Citi Expense Management Policy and other relevant policies and procedures.

Employees who are invited to attend Conferences hosted or sponsored by industry associations, law firms, consulting firms, regulators, not-for-profit entities, or other external parties may be permitted to accept a waiver of registration fees. Employees should review the fee waiver with their

supervisor as per the Gifts and Entertainment Standard. Prior to accepting gifts, entertainment, travel, and/or lodging in relation to Conference attendance, refer to the Gifts and Entertainment Standard for applicable pre-approval requirements.

Anti-bribery

Citi is committed to the prevention of bribery in its dealings around the world. You're expected to conduct Citi's business and operations in accordance with the highest standards of business conduct, which includes compliance with all applicable laws prohibiting bribery, corruption, fraud, and false statements and avoidance of even the appearance of wrongdoing or impropriety.

For more information go to the Citi Policy Directory at <http://policies.citigroup.net> and review the Citi Anti-Bribery Policy, or visit the ICRM Anti-Bribery website for tools and resources. Also, you may review Citi's Anti-Bribery Program Statement, which is available on Citi's external website at: <http://www.citigroup.com/citi/investor/data/antibribery.pdf?ieNocache=128>.

Corporate credit cards

Your position with Citi may require you to have a corporate credit card for business expenses. If you're issued a corporate credit card, you're required to sign a credit card agreement. You're required to use your Citi Corporate Card appropriately and in compliance with the [Citi Expense Management Policy](#) (CEMP) and with the Terms and Conditions of the Corporate Card Program. For further information on Citi's Corporate Card Program, visit Citi's Corporate Card Program website at <https://www.citi.net/EN/Pages/citisharedservices/ContentPages/corpcardpolicy.aspx>.

Employees at every level are responsible for expense management. You're responsible for ensuring your card usage and expenses comply with the CEMP and are approved by the proper authority. It's also your responsibility to ensure that card payments are made on a timely basis, the card account is kept current, and all charges and credits are accurate. You should submit expense reports in a timely manner. Citi will not reimburse you for any late fees you incur on your Corporate Card.

Citi's Corporate Card is provided for business travel and other business-related expenses only. Corporate cards may not be used for personal charges, fraudulent activity, or any other misuse or non-authorized activities in violation of

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the [Code of Conduct](#) and/or HR policies (e.g., entertaining clients and/or other employees at adult entertainment establishments, unauthorized purchase of gifts for clients).

Corporate card activity is monitored. If you improperly manage your card payments or expense reports, you're found to have used your corporate card inappropriately (including for personal reasons) or for any fraudulent activity, or you're found to have falsified an expense report, use of the card may be terminated and you may be subject to disciplinary action up to and including termination of employment.

Frequently Asked Questions (FAQs) can be found on the [Citi Global Travel](#) web page.

Antitrust and Fair Competition

We protect the interests of our clients and customers by abiding by all competition and antitrust laws. By doing this, we help preserve competition in the market and protect consumers from unfair business arrangements.

To ensure fair competition and compliance with applicable law, you must:

- Avoid situations that create the potential for unlawful anti-competitive or collusive conduct.
- Immediately stop any conversation in which a competitor, client, or third party with whom Citi does business tries to engage in anti-competitive or collusive conduct and promptly report the incident to your business unit or function's internal legal counsel.
- Examples of anti-competitive conduct may include:
- Sharing pricing, rates, terms of trading, or other strategic information with competitors.
- Allocating markets, territories, or clients among competitors.
- Reaching agreement with other companies about employee compensation or benefits.
- Unlawful agreements with another company not to hire or solicit its employees.
- Efforts to use clients to facilitate coordinated activity among competitors, or attempts by clients to use Citi to disadvantage their competitors.

Employee Personal Trading

To avoid the appearance of impropriety Citi's Personal Trading and Investment Policy (PTIP) establishes a framework under which Covered Persons and Citi Access Persons are required to conduct their personal trading activities.

Individuals defined as either Covered Persons or Citi Access Persons subject to the PTIP are notified of and required to acknowledge their obligations in writing, generally at the time of hire, promotion or transfer.

Both Covered Persons and Citi Access Persons are required to disclose all trading accounts in which they have the power, either directly or indirectly, to affect or influence trading decisions. Covered Accounts must be maintained at a Citi in-house entity or Preferred Broker.

General questions should be directed to the policy contacts identified in the PTIP. A copy of the PTIP is available on the Citi Policy Directory at <http://policies.citigroup.net>.

Outside Directorships and Business Interest Policy ("ODBI")

To protect Citi from potential conflicts of interest or other franchise risks, you must obtain the approvals of Citi's Outside Directorships and Business Interest Policy (ODBI) before accepting a directorship or engaging in any other outside business activity or relationship. This includes, but is not limited to, accepting full- or part-time employment or compensation from any other business, company or person; serving as an officer, director, partner, or employee of another business or organization; or running for or holding a public office; or holding an official position on a political campaign.

You're responsible for identifying and raising to your manager and ICRM any outside activity or relationship, and they will determine if it may pose an apparent or potential conflict of interest. For additional information regarding outside activities refer to Citi's ODBI Policy available on the Citi Policy Directory, <http://policies.citigroup.net>.

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Political activities

Employees who wish to make personal political contributions or engage in other political activities in the U.S. must do so in accordance with Activities Involving U.S. Public Officials Standard ("Standard"). When pursuing business with U.S. federal, state or local government entities, or interacting in any way with officials or employees of such entities, employees should be aware that special procedures or limitations may apply. For more information, please see the Standard available on the Citi Policy Directory at <http://policies.citigroup.net> and visit the Anti-Bribery website. Consult your Compliance Officer or the contacts identified in the Standard with questions.

Section 3

Raising Workplace Concerns

Section 3: Raising Workplace Concerns

Open-door communications

Citi fosters open and transparent communications about workplace concerns. We encourage you to meet with your immediate manager, your manager's manager, or Human Resources to discuss any concerns or other issues that are important to you. We are committed to a work environment in which each employee's opinion is valued and issues and concerns are surfaced early and discussed candidly. Open and honest communications are essential to quickly resolving problems, finding the best ways to work together and being the best for our clients.

We recognize that misunderstandings or conflicts arise in the course of daily business relationships. When a job-related disagreement arises, such as a disagreement with a performance rating or review, you're expected to attempt to resolve the matter through open dialogue with your manager, and/or your manager's manager.

If you need assistance with preparing to discuss your disagreement or concern with your management, contact Human Resources.

Additionally, in the event you don't feel comfortable raising an issue to your manager or your manager's manager, or if you have concerns you feel haven't been addressed adequately, Human Resources should be your first point of contact. Human Resources can provide an objective viewpoint and, depending on the circumstances, can provide coaching to you, your manager, and/or others; help clarify policies or procedures; investigate complaints; or help facilitate the resolution of issues and concerns. All workplace concerns are handled with discretion and sensitivity.

Citi Ethics Office

You may contact the Citi Ethics Office to raise any concerns about ethics, discrimination or harassment matters, or to report violations or potential violations of other applicable laws, regulations, rules, or breaches of policy, procedure or the *Code of Conduct* including those related to your employment. As a Citi employee, you have a responsibility to promptly raise any concerns or questions that you have about your conduct or that of others, either through contacting the Citi Ethics Office or one of the contacts listed in this section.

If you have any question as to whether a particular situation requires escalation, you should always choose to escalate.

Reminder: Human Resources should be your first point of contact for general Human Resources matters.

If you have reason to believe that any Citi employee, or anyone working on Citi's behalf, may have engaged in misconduct, which includes violations or potential violations of law, rule, regulation ("Violations") or breaches of applicable policy, standard or procedure ("Breaches"), including Violations or Breaches resulting from Misconduct as defined in this paragraph as behavior that is a departure from industry or other applicable standard of conduct (whether external or internal), breaches of Citi's *Code of Conduct* or other ethical standard, or deliberate avoidance or manipulation of controls (collectively "Misconduct") regardless of significance or severity (including suspected or attempted fraud, criminal activity, or illegal sales practices), or if you believe you're being asked to act improperly or illegally, or if you receive a complaint or observe any form of unlawful discrimination, harassment or retaliation, you must promptly escalate your concern to any of the following:

- Your manager or another member of your management chain;
- Human Resources;
- Your business unit or function's internal Legal counsel;
- Your Independent Compliance Risk Management (ICRM) Officer; or
- Citi Security and Investigative Service (CSIS)

If you're uncomfortable raising concerns with any of the persons or channels listed above, you may report your concern to the Citi Ethics Office, located in the U.S., by:

- Calling the Citi Ethics Hotline, a toll-free number (available 24 hours per day, seven days per week in multiple languages) by:
 - Dialing 1-866-ETHIC-99 (1-866-384-4299); or
 - Dialing 1-212-559-5842 (direct or collect)
- Reporting online through website submission at: <https://www.citi.net/EN/Pages/ethicsoffice/ContentPages/report.aspx>

Section 3

Raising Workplace Concerns

Reports to the Ethics Office about human resources-related matters are forwarded to Human Resources and Employee Relations for review and follow-up.

Concerns to the Ethics Office may be made anonymously to the extent permitted by applicable laws and regulations. If you wish to report anonymously, please do not provide your name or other identifying information when submitting your concern. However, you must understand that if you do choose to remain anonymous and do not provide a means to contact you, Citi may be unable to obtain the additional information needed to investigate or address your concern. When submitting a concern, please provide as much detailed information as possible. Including specific information, such as the business or function, location, individuals, transactions, events, and dates involved, enables a more effective investigation.

Citi is committed to investigating any concern raised and, where warranted, taking appropriate remedial action. Citi prohibits any form of retaliatory action against anyone for raising concerns or questions in good faith regarding ethics, discrimination or harassment matters; requests a reasonable accommodation for a disability, pregnancy (including childbirth or related medical condition), or religious belief; reports suspected violations of law, regulation, rule, breaches of policy, procedure, or the *Code of Conduct*; or participates in a subsequent investigation of such concerns.

Investigations

You are required to cooperate fully with any appropriately authorized internal or external investigation, including but not limited to those involving ethical issues or complaints of discrimination or harassment. You should never withhold, tamper with, fail to communicate relevant information in connection with an investigation or otherwise interfere with the investigation (such as by attempting to persuade other employees to respond in certain ways). You're expected to maintain and safeguard the confidentiality of an investigation, except as otherwise provided below or by applicable law. Making false statements to or otherwise misleading internal or external auditors, investigators,

legal counsel, Citi representatives, regulators, or other governmental entities may be grounds for disciplinary action up to and including termination of employment and may also be subject to criminal prosecution.

While we encourage you to raise issues to Citi first, we appreciate that this is not always possible. As such, nothing contained herein is intended to prohibit or restrict you or Citi from providing evidence or other information to any government, regulatory, or self-regulatory agency such as (without limitation) the Securities and Exchange Commission ("SEC"), the Commodity Futures Trading Commission ("CFTC"), the National Labor Relations Board ("NLRB"), the Equal Employment Opportunity Commission ("EEOC"), the Department of Justice ("DOJ"), the Financial Industry Regulatory Authority, Inc. ("FINRA"), or the New York Stock Exchange ("NYSE"), or from responding to any court order or subpoena, or from participating in any reward program offered by any government, regulatory, or self-regulatory agency.

You may also disclose confidential information, including trade secrets, to (a) any government, regulatory, or self-regulatory agency, including under Section 21F of the Securities and Exchange Act of 1934, Section 23 of the Commodity Exchange Act of 1936, or Section 7 of the Defend Trade Secrets Act of 2016 ("Defend Trade Secrets Act"), and the rules thereunder, or (b) an attorney in connection with the reporting or investigation of a suspected violation of law or to an attorney or in a court filing under seal in connection with a retaliation or other lawsuit or proceeding, as permitted under the Defend Trade Secrets Act. You do not need the prior authorization of Citi to make these disclosures or provide evidence or other information to any government, regulatory, or self-regulatory agency, and you are not required to notify Citi that you have done so. The disclosures permitted under this Paragraph are intended for regulatory and/or law enforcement purposes. It does not permit disclosure for commercial or competitive purposes of any confidential information, including trade secrets, to government owned, related or sponsored agencies, entities or enterprises that compete directly or indirectly with Citi and its businesses.

Section 4: Your Career

Career development

Career development is an integral part of Citi's philosophy.

It's up to you to invest in your future by staying abreast of industry trends and emerging business priorities. Be deliberate about cultivating new skills, perspectives, and relationships to help make the most of your opportunities now and maximize your options later. Be sure to make time to have meaningful conversations with your manager. These conversations provide you with an opportunity to gather and share valuable information on your progress and how you're meeting personal and business objectives. Leverage Citi's Leadership Principles, the core behaviors expected from all of us, as your guide to improve your skills and develop as a leader.

Career mobility

Career mobility means providing to you the choice of pursuing job opportunities across the organization, whether those opportunities exist down the hall, in a different business, or in a different country. To be eligible to apply for an internal job opening, you must meet the following guidelines:

- You must have been in your current position for a minimum of 12 months;
- Your current performance, conduct, and attendance must be satisfactory, meaning that you're not on any kind of performance improvement plan or discipline greater than a Letter of Education; and
- You must meet the minimum job requirements of the posted position including, as applicable, satisfying any regulatory, screening or licensing requirements.

If you decide to pursue other career opportunities within Citi, you're encouraged to inform your manager of your intentions as soon as possible and are required to do so once you've reached the final stage of the interview process.

You're also responsible for notifying your current manager of your intent to accept an offer and working out a transition plan.

Before making a job offer, hiring managers (or recruiters on their behalf) are required to consult with your current

manager and Human Resources as applicable, to gather relevant performance and qualification data. Hiring managers must ensure a current manager is made aware when an offer has been extended. While each situation may differ based on business needs, the hiring and current managers will work together to coordinate a mutually agreeable internal transfer date.

For more information, to view the Career Mobility Guidelines or discover career opportunities nearby and around the world, visit [Citi For You](#).

Employee performance

Citi is committed to developing and recognizing excellence in employees, and it starts with goal setting. Setting meaningful performance goals at the beginning of each year is critical to achieving key business priorities. You and your manager should talk about your personal goals to ensure alignment to the broader business priorities and should revisit them throughout the year to make adjustments if needed. Goals should be clear and focus on what matters most and should specify both what you will achieve and how you will achieve them in accordance with our Leadership Principles. Additionally, development plans should be revisited regularly, considering feedback shared through our 360 process or from ongoing performance conversations and behavioral expectations as described in the Leadership Principles.

Performance review conversations encourage thoughtful, honest feedback in connection with your goals and create a foundation for pay and promotion decisions. Performance reviews drive a high level of business performance, ensure balance between your demonstrated leadership behaviors and the achievement of business goals, and prepare you for the future by developing and leveraging strengths through coaching and feedback.

All Citi employees have a responsibility to conduct business according to the highest ethical standards and in accordance with all regulatory requirements, and performance is evaluated against these standards as well. We have two overall ratings to measure "what" we accomplish and "how" we accomplish our goals. These overall ratings will be evaluated at year-end on a four point rating scale against four evaluation pillars; Leadership, Risk and Control, Financial Performance, and Client and Franchise Outcomes The Financial Performance

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Your Career

pillar is applicable for all employees, except employees in Risk, Compliance and Audit. The Leadership Principles capture the measurable skills, abilities and knowledge that we should practice to be successful at Citi.

Conversely, poor performance against these measures as well as conduct-related discipline will be taken into account in determining an employee's performance ratings, eligibility for merit increase and/or a discretionary incentive and retention award, if any, and the value of such award.

You may contact your manager or Human Resources for information about the performance review process.

Performance management and conduct

Our goal is for you to reach your maximum potential at Citi, and we hope that you'll take a proactive role in continuously improving your performance. However, if your manager or Human Resources determines that you haven't achieved or sustained an acceptable level of performance, or haven't complied with Citi's policies, practices or procedures, your employment may be terminated at any time without notice (except as otherwise provided in the Employment Termination Notice and Nonsolicitation Policy).

Depending on the severity, frequency, or totality of the circumstances, your manager may counsel you, provide you with a policy reminder, letter of education, formal warning or final warning, or ask you to commit to specific actions as part of a record of discussion or performance improvement plan.

It's within the discretion of your manager or a disciplinary review committee (depending on the circumstances) to determine whether some form of performance or disciplinary action is appropriate up to and including termination of employment. Those matters that are covered under the Global Disciplinary Review Policy will be handled in accordance with the provisions of the Policy in the determination of discipline and recommendations of impact to compensation. For further details, refer to the Global Disciplinary Review Policy available on the Citi Policy Directory.

If you're placed on a performance improvement plan, it may affect your compensation including your eligibility for a merit increase or a discretionary incentive and retention award. A performance improvement plan also may restrict your eligibility to receive a promotion or to transfer to a new job.

If you receive disciplinary action arising from misconduct or engage in poor risk management performance during the performance year, your performance and compensation will be impacted negatively as prescribed in Citi's Accountability Framework ("Framework") during the year end performance and compensation process.



We Succeed Together:

We value and learn from different perspectives to surpass stakeholder expectations.

- Breaks down barriers to deliver the best of Citi.
- Measures performance through the lens of our stakeholders.
- Invests in colleagues from all backgrounds.
- Shows empathy for colleagues, clients and communities.

Section 5

Your Compensation

Section 5: Your Compensation

Employment classifications

Employees' positions are classified by Citi as non-exempt or exempt. Generally, non-exempt and exempt status is determined by specific job responsibilities. Your employment classification determines applicable pay policies. The following definitions help identify employment classification:

Exempt employees

Exempt employees' compensation is determined based upon their roles' (i) primary duties and responsibilities and (ii) annual base salary rate regardless of the number of hours worked. They aren't eligible for overtime pay. Generally, they don't record hours worked, including travel, in Citi's Time Management System, Workday, except where otherwise required by state law, such as in Nevada and Illinois, and certain leave policies.

Non-exempt employees

Non-exempt employees must record all hours worked and are entitled to receive overtime pay.

Work schedules

Depending on work schedules, employees are classified as regular full-time, regular part-time, temporary full-time, or temporary part-time. Employment classifications determine if an employee is eligible for certain policy provisions. Eligibility for Citi benefits is determined under the terms of the benefit plans.

From time to time work schedules may change based on business needs. Advance notice will be provided to employees as soon as practicable.

- Regular full-time employees are scheduled to work a full-time schedule and are employed to work in a job that's expected to last longer than 90 days or, for employees working a flexible schedule, work the equivalent of a full-time schedule over the regular pay period.
- Regular part-time employees are scheduled to work less than a full-time schedule, and are employed to work in a job that's expected to last longer than 90 days.

- Temporary full-time employees (including interns) work a full-time schedule for an assignment of limited duration that's expected to last less than 90 days. With prior HR approval, interns may work more than 90 days and remain in temporary status.
- Temporary part-time employees (including interns) work less than a full-time schedule for an assignment of limited duration that's expected to last less than 90 days. With prior HR approval, interns may work more than 90 days and remain in temporary status.

For questions about your employment classification, contact Human Resources.

Compensation philosophy

Citi's compensation philosophy is designed to attract, retain and motivate highly talented employees through competitive incentive compensation programs and practices that consider the long-term best interests of our shareholders and other stakeholders. Citi's compensation programs are designed to achieve five primary objectives:

- Align compensation programs, structures and decisions with shareholder and other stakeholder interests
- Reinforce a business culture based on the highest ethical standards
- Manage risks to Citi by encouraging prudent decision-making
- Reflect regulatory guidance in compensation programs
- Attract and retain the best talent to lead the Company to success

Citi may make changes to its incentive compensation plans, programs, arrangements and awards as it deems necessary, in its sole discretion. For further details go to http://www.citigroup.com/citi/investor/corporate_governance.html.

About your pay

For payroll purposes, our workweek is from Sunday to Saturday. Employees are paid biweekly, every other Friday. If a payday falls on a U.S. holiday, payment is made on the preceding business day.

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Non-exempt employee pay will be based on actual hours worked, provided that you timely record your hours in Citi's timekeeping system of record, Workday, through [Citi For You](#) for the pay period. In the event you don't submit your hours worked, pay will be calculated based on your regularly scheduled hours, and any adjustments you submit will be processed during the next pay period.

Pay statements are available via [Citi For You](#) no later than one calendar day before payday. In states that permit electronic delivery of pay statements, employees are expected to access their pay statements via [Citi For You](#).

Based on state law requirements, Citi may provide employees with periodic notices and/or acknowledgements regarding pay. When applicable, employees are asked to acknowledge and return these notices in a timely manner.

For information on your pay statement, to view and/or print your pay statement or other helpful information, visit [Citi For You](#).

Methods of payment

Citi encourages you to enroll to have your pay directly deposited into a bank account or brokerage account of your choice. You're encouraged to use direct deposit to ensure prompt payment and receipt of your funds. Direct deposit offers many conveniences:

- **Security:** Direct deposit is a secure transaction. Money is deposited into your account(s) each payday. You don't have to worry about losing or misplacing your checks.
- **Convenience:** You don't need to make a trip to the bank to deposit or cash your checks. Your money is available on payday to be withdrawn, transferred, and used to pay bills.
- **Green:** Direct deposit uses less paper.
- **No waiting:** Unlike a check deposit, there isn't a waiting period before you may withdraw funds or use them in other transactions.
- **Flexibility:** You may have your pay deposited into one or two accounts.

If you don't elect to receive your pay via direct deposit, you'll be paid by check, which will be mailed to the home address you identify in Workday.

Overtime pay

You're eligible to receive overtime pay if your job is classified as non-exempt. Non-exempt employees are compensated for overtime worked at 1½ times the regular hourly rate of pay for all hours worked beyond the 40th hour in a workweek and, where required by state law, in excess of a specified number of hours in a given day.

For purposes of overtime, time worked includes only actual time worked during the workweek; it doesn't include vacation/holiday/planned time off (unless you're required to work on a scheduled holiday – see Vacation/Holiday/Planned Time Off on page 43) or unplanned/sick time off, Volunteer Days, or emergency closures. Scheduling compensatory time off ("comp time") in lieu of paying overtime to non-exempt employees isn't permitted. If you're non-exempt, your manager must provide advance approval for you to work overtime. However, overtime must be paid regardless of whether or not the time was approved in advance by your manager. Employees who don't obtain their manager's advance approval may be subject to disciplinary action up to and including termination of employment.

Recording work hours

If you're non-exempt, you must accurately record all time worked on a timely basis (including time spent on activities that Citi considers work-related). Time worked includes time spent working on a company-issued device (e.g. BlackBerry), or a Dual-Use/BYOD Device, working remotely, or checking work-related voicemail and e-mail, as well as time spent logging in and out of computer and telephone systems. Study time granted to employees in positions that require a license or certification also must be recorded as time worked. Generally, time spent attending town hall or team meetings and/or recognition events are considered time worked when it's management's expectation that you attend.

Working without pay, also known as working off-the-clock, is strictly prohibited. Managers may not request, allow, or require "off-the-clock" work, and any manager who does so in breach of this policy will be subject to disciplinary action up to and including termination of employment.

Employees who have access to the Citi intranet will access Workday through [Citi For You](#) to record their time worked and absences; some businesses may use other systems to facilitate the input of non-exempt employee time worked and absences to Workday. Your time must be recorded on a daily basis or as soon as practical to reflect start and

Section 5

Your Compensation

end (in and out) times in addition to absences that occur. At the end of each week, you submit the time record for manager approval. If you don't have access to the Citi intranet, your manager will provide other means for recording time.

Exempt employees may be required to complete timesheets when they have absences to report, if required by state law, and/or in certain circumstances at management's request. Exempt employees shouldn't record time off in less than full-day increments.

Timesheets, whether electronic or paper, are legal documents that Citi is required to keep for three years or, where required by state law, longer.

You're responsible for recording time worked and time away from work accurately. Managers and Citi Non-Employee Business Contacts are responsible for ensuring that non-exempt employees and non-employee resources are reporting their time worked accurately, in the appropriate time recording system, and are responsible for approving timesheets on a timely basis. Employees and non-employees who falsify any time record or who otherwise breach this policy, including managers and Citi Business Contacts who do not comply with their obligations under this policy, may be subject to disciplinary action up to and including termination of employment and release from non-employee assignment.

If you have any concerns about your timesheets or your pay, including premium pay, overtime pay or whether certain activities should be recorded as time worked, or any other issue relating to your wages or hours of work, please contact Human Resources or any of the resources for raising workplace concerns listed in Section 3. You'll be promptly reimbursed for any errors that result in an underpayment. Conversely, you're required to reimburse Citi, to the extent permitted by law, for any overpayments you may receive. Retaliation against any employee for raising a concern is strictly prohibited.

Meal and rest periods

Citi complies with all state laws governing meal and rest periods, and employees are completely relieved of all work-related duties during their meal and rest periods. In states that provide for a 20-minute meal period, a 30-minute unpaid meal period should be provided.

In states with no meal or rest period requirements, your management will determine appropriate meal and/or break periods. The following guidelines generally apply, but may vary based on state laws or business needs:

- Thirty (30) minutes unpaid meal period for a shift of five (5) or more hours, to be taken in the middle of the employee's shift insofar as practicable;
- Ten (10) minutes paid rest period for every four (4) hours worked, to be taken in the middle of each four (4) hour period of work insofar as practicable;
- Meal and rest periods shouldn't be combined.

Mothers' room

Citi provides mothers with reasonable paid breaks during the workday in order to express milk. The break time may run concurrently with any paid break time already provided, and may result in additional and/or extended paid break time. In the event a new mother is traveling on Citi business, the cost of shipping breast milk home will be reimbursed by Citi.

Many of our worksite locations have a mothers' room. If your worksite doesn't have a mothers' room, please contact Human Resources for assistance in finding an appropriate private space. Citi's Mothers' Room Procedure, which contains additional information about mothers' rooms, is located on [Citi For You](#).

Premium pay

Employees working in eligible positions may receive premium pay for certain work shifts or language skills. Eligibility is based on your line of business or assigned work schedule.

Cash advances

Cash advances, including a salary advance on wages yet to be earned, are generally not permitted. Requests for exceptions must be submitted, and will be determined, in accordance with the Citi Expense Management Policy (CEMP).

Deductions from pay

If you're an exempt employee, your salary is intended to compensate you for all hours worked and won't be subject to any deduction or reduced in any manner that violates federal or state law. Your salary may not be reduced in any workweek for any of the following reasons:

- Variations in the quantity or quality of work;
- Absences created or caused by any business or by its operating requirements;

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- Partial-day absences (except for penalties or suspensions for violations of written safety rules of major significance); or
- Any other reasons prohibited by federal or state laws.

Under federal and state law, your salary is subject to certain deductions. For example, unless state law requires otherwise, your salary may be reduced for the following reasons:

- Full-day absences that aren't covered by any Citi Paid Time-Off Policy and exceed your vacation/holiday/planned time off and unplanned/sick time-off allotment;
- Full-day absences due to disability, where the absence otherwise would be paid as salary continuation by the disability plan;
- Absences of one or more full days before eligibility under such a disability plan begins, or after salary continuation for such absences is exhausted;
- Suspensions for violations of written safety rules of major significance, or violations of written workplace conduct rules, such as rules against sexual harassment and workplace violence;
- The first or last week of employment in the event you work less than a full week;
- Any unpaid leave taken under the FML Policy in compliance with the Family and Medical Leave Act;
- Whole workweeks in which you don't perform any work; or
- Offsets to salary limited to fees or pay for jury duty, witness service or military service.

Your salary also may be reduced for the following reasons:

- Certain types of deductions, such as for medical, dental or life insurance benefits or 401(k) contributions or Social Security, state, federal or local taxes.
- State and local tax deductions may include taxes imposed on non-residents when traveling to a particular state to conduct business. In addition, you may have an obligation to file a certificate of non-residence and allocation of withholding taxes (or similar document) under certain circumstances, based on state or local tax provisions.
- Payroll or disability benefits overpayments.

You'll be reimbursed in full for any isolated, inadvertent or improper deductions, as defined by law. If concerns about

any salary pay deductions arise, you should discuss and resolve them with Human Resources.

Merit increases

Citi strives to pay competitive salaries that recognize individual performance. Starting salaries vary depending on numerous factors that can include competitive market data, experience and education. In addition, employees whose performance meets or exceeds expectations are evaluated periodically and may be eligible for merit increases.

Merit increases, if paid, may vary by business and position. You may not be eligible for a merit increase if your base salary is at the top of the salary or compensation range applicable to your position.

Incentive and retention compensation

Incentive and retention compensation may be awarded pursuant to plans or programs operated by Citi on a company-wide basis or by individual businesses or functions for certain employees and may be either variable or discretionary. At Citi, incentive compensation plans are generally characterized as either "variable" or discretionary. Generally, under a variable incentive plan, an award value is determined and earned primarily based upon a specific formula; under a discretionary plan, managers select participants and determine the value to award at their discretion based on overall risk-balanced performance against quantitative and qualitative goals appropriate for participants' roles.

Citi administers different incentive and retention compensation plans and programs because the various businesses and functions, and employee levels within each business or function, may have different objectives served by the design of incentive and retention compensation programs.

Consistent with our compensation philosophy, compensation at Citi is awarded for one or more of the following purposes: to motivate employees to achieve specific goals while engaged in ethical conduct and effectively managing risk, to recognize and reward performance exceeding expectations while not incentivizing imprudent or excessive risk-taking, to promote retention of valued employees, and to attract new employees to the company.

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Your Compensation

Discretionary incentive and retention awards

Citi's Discretionary Incentive and Retention Award Plan governs discretionary incentive and retention awards ("Incentive and Retention Awards"), which may be granted to eligible employees to reward their performance and to retain them.

Decisions to grant or not to grant an award, an award's value, and the form of the award are in the sole discretion of management and will depend upon such factors as Citi's performance, your sector's performance, your business or function group's performance, and your individual performance. When assessing your individual performance for purposes of Incentive and Retention Awards, Citi takes into account any conduct issues that arose during the year, including any issues that demonstrate or show a pattern of non-compliance or for certain employees, risk limit breaches, that resulted in formal or final warning.

Incentive and Retention Awards are generally granted on an annual basis. However, these awards may vary from year to year or be discontinued in the sole discretion of management. Receipt of an Incentive and Retention Award in one or more years is not a guarantee of, and does not create an expectation or right to, any future award.

You must be actively working for Citi when the cash or other immediate portion of the Incentive and Retention Award is actually paid in order to receive an award (or any portion of an award), regardless of whether you've worked during all or part of the period that the award covers.

Incentive and Retention Awards are granted in pre-tax amounts, and Citi reserves the right to grant all or part of an award in a form other than cash. Incentive and Retention Awards may be subject to vesting conditions and other terms and conditions as described in the award program documents.

No manager or other employee has the authority to make a commitment of guaranteed compensation or benefits

of any kind including, but not limited to, any guaranteed Incentive and Retention Award, or any other form of guaranteed cash, equity or deferred cash award, except in a written offer of employment, or in a writing signed by both the Business or Function Head and the Senior Human Resources Officer for your business or function.

Some businesses may have Incentive Award Targets. If an Incentive Award Target applies to you, your award remains discretionary and the provision of an award, as well as the amount, if any, is subject to change based on Citi, business, and your individual performance. The terms of Citi's Discretionary Incentive and Retention Award Plan and this policy apply to any Incentive Award Target.

Citi retains the right, in its sole discretion, to modify the Discretionary Incentive and Retention Award Plan or any incentive or other compensation plan, program, or arrangement sponsored, maintained or awarded by Citi.



We Deliver with Pride:

We strive for client excellence, controls excellence and operational excellence.

- Simplifies, standardizes and clarifies work.
- Holds self and others accountable for managing risk with appropriate controls.
- Creates long-term value by fixing root causes.
- Takes pride in always doing the right thing.

Section 6: Time Off

This section explains Citi’s policies on paid time off and other circumstances that may require an employee’s absence from work.

Vacation/Holiday/ Planned time off

Vacation/holiday/planned time off is combined into a single balance of time to provide increased flexibility so you can schedule and enjoy time away from work. All vacation/holiday/planned time off must be scheduled and approved by your manager in Workday.

The vacation/holiday/planned time off balance for regular full-time and regular part-time employees scheduled to work 20 hours or more per week on a pro-rated basis includes the following:

- 12 paid holidays
- Vacation/Planned time
- Purchased vacation
- Milestone bonus vacation/planned time

Vacation/holiday/planned time off is accrued monthly over a 12-month period and determined based on your employment status, job title and years of service with Citi.

Regular part-time employees scheduled to work 20 hours or more per week will accrue vacation/holiday/planned time based on the percentage of hours of a full workweek they’re regularly scheduled to work.

You can take available paid vacation/holiday/planned time off prior to its accrual for the current year with the approval of your manager. If you exhaust all vacation/holiday/planned time off hours before the end of the year and you do not have enough time to use for core holidays like Thanksgiving and Christmas, you will be required to take an unpaid day for those holidays. If you leave Citi and have taken paid time before it’s been accrued, you’re required to pay that time back to Citi to the extent permitted by law.

U.S. Consumer Wealth Management employees who hold the title of Senior Wealth Advisor, Wealth Advisor or their equivalent aren’t eligible for and don’t receive or accrue paid vacation/holiday/planned time off. Instead, they’re allowed to schedule and take the day off and will continue to receive the same salary that they’d otherwise receive.

Citi businesses that follow the Federal Reserve Bank Regulatory Authority (“FINRA”) holiday schedule generally will observe the following days:	Citi businesses that follow the Financial Industry (“FRB”) holiday schedule generally will observe the following days:
<ul style="list-style-type: none">• New Year’s Day;• Martin Luther King, Jr. Day;• Presidents’ Day;• Good Friday;• Memorial Day;• Juneteenth Day;• Floating Holiday;• Independence Day;• Labor Day;• Thanksgiving Day;• Christmas Day;• Heritage Day	<ul style="list-style-type: none">• New Year’s Day;• Martin Luther King, Jr. Day;• Presidents’ Day;• Memorial Day;• Juneteenth Day;• Independence Day;• Labor Day;• Columbus Day/ Indigenous Peoples’ Day;• Veterans’ Day;• Thanksgiving Day;• Christmas Day;• Heritage Day

Temporary full-time and temporary part-time employees aren’t eligible for paid vacation/holiday/planned time off.

For more information, please visit the HR Help Center via [Citi For You](#).

Working on a core holiday

Exempt employees who are required to work on a core holiday receive their regular salary and can work with their manager to schedule a day off in place of the observed holiday recognized by the business or function.

Regular non-exempt employees who are required to work on a holiday observed by their business or function will be paid holiday overtime pay for all hours worked if designated as an overtime eligible holiday. You should enter the actual time worked on the observed holiday and submit a time off request for vacation/holiday/planned time off for the day in Workday.

The holiday calendar is designed to support both the Federal Reserve Bank (FRB) and Financial Industry Regulatory Authority (FINRA) in order to provide the

Section 6

Time Off

businesses and functions with the flexibility to determine the appropriate coverage for business needs during the holidays.

The holiday schedule for your business or function is communicated at or before the beginning of each year, letting you know which of these holidays are core holidays and which are floating holidays.

As a best practice, you should proactively submit time off requests in Workday for all core holidays designated by your specific business or function as soon as they are announced for the following year.

Vacation/holiday/planned time off annual entitlements

Vacation/holiday/planned time off eligibility is based on your Citi service date. The Citi service date may recognize prior service for employees who worked for Citi previously, left the company, and then returned and may be taken into consideration determining the number of days/hours accrued each month.

When you reach a long-service employment anniversary (20th, 30th, 35th, 40th, 45th, and 50th anniversary) you'll be eligible to take an additional 5 days off in the year in which your milestone service anniversary occurs.

Vacation/holiday/planned time off for new hires

Paid vacation/holiday/planned time off for eligible new hires or rehires is accrued on a prorated basis and is determined by the month in which you're hired or rehired based on the Paid Vacation/Holiday/Planned time off Entitlement (accrual per month).

On January 1 following your hire date, you'll become subject to the vacation/holiday/planned time off (annual entitlement) based on length of service as determined by your Citi service date.

Treatment of vacation/holiday/planned time off due to a promotion, transfer or status change

If you have a change in status or job title, you'll retain all unused vacation/holiday/planned time off accrued to date and will accrue vacation/holiday/planned time off going forward based on your new status and job title as follows:

- If the change in status occurs on the first of the month, you'll accrue vacation/holiday/planned time off at the new rate effective with the date of the status change.
- If the change in status occurs on or after the second of the month, you'll accrue vacation/holiday/planned time off at the new rate as of the first day of the month following.
- If you transfer from a vacation/holiday/planned time off eligible position to a non-eligible position (for example, U.S. Consumer Wealth Management employees who hold the title of Senior Wealth Advisor, Wealth Advisor, or their equivalent), you may be eligible to receive a payment of any unused vacation/holiday/planned time off accrued to date.

For this policy, status change is defined as a transfer, promotion, or other change to your schedule or classification (e.g., temporary to regular) that renders you eligible for paid vacation/holiday/planned time off, including at a different level. Starting at the beginning of the next calendar year, you'll accrue vacation/holiday/planned time off consistent with your status change.

Scheduling of available vacation/holiday/planned time off must be preapproved by your manager, who may make adjustments to your request based on business needs. If you'll reach a new level based on your length of service at any time during the year, you'll accrue time at that new level as of January 1 of that same year.

Vacation/holiday/planned time off/carryover

- Up to 10 days (80 hours) of unused vacation/holiday/planned time off may be permitted as vacation/holiday/planned time off carryover to be used in the first quarter of the following year. For Regular part-time employees who are scheduled to work 20 hours or more per week, the amount of vacation/holiday/planned time off permitted to be carried over will be prorated.
- Vacation/holiday/planned time off carryover is maintained in a separate balance in Workday. As with any other vacation/holiday/planned time off, scheduling of any carryover time must be preapproved by your manager. Except where state or local law provides otherwise, all carryover vacation/holiday/planned time off must be taken prior to April 1 of the following year or it'll be forfeited.
- Employees in states that require carryover of

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vacation/holiday/planned time off or other paid time off from one year to the next (for example, California, Colorado, Minnesota, Montana and Nebraska) may do so. However, the aggregate vacation/holiday/planned time off is subject to a cap (to the extent permitted by applicable law). Once the cap is reached, no additional vacation/holiday/planned time off will accrue until you use some of your vacation/holiday/planned time off. Once below the cap, you'll again accrue vacation/holiday/planned time off the first of the following month in which the balance falls below the cap.

- You won't retroactively accrue any vacation/holiday/planned time off for prior months in which the cap was reached.
- The cap or maximum vacation/holiday/planned time off that may accrue is the number of vacation/holiday/planned time off hours projected for that year plus one workweek based on your standard schedule of hours. For full-time employees:

Applicable vacation/holiday/planned time	Maximum vacation/holiday/planned time off level "cap"
24 days	29 days
29 days	34 days
34 days	39 days
39 days	44 days

- In states that require carryover of accrued but unused vacation/holiday/planned time off from one year to the next, the cap on the maximum vacation/holiday/planned time off for regular part-time employees who are scheduled to work 20 hours or more per week is prorated based on the percentage of hours of a full workweek they're regularly scheduled to work.
- If you transfer out of a state that requires carryover of accrued but unused vacation/holiday/planned time off from one year to the next, any existing carryover balance plus unused vacation/holiday/planned time off accrued prior to the transfer date will be available as part of "Frozen Vacation" available in Workday.
- Vacation/holiday/planned time off accrues monthly and will continue to be earned during periods of approved STD leaves and approved leaves under the FML Policy, and during military leaves of absence (unless otherwise specified by applicable law). Employees on long-term disability (LTD) leave are not eligible for vacation/holiday/planned time off. If you're on an approved LTD leave, you'll be provided the option when to receive a payment, if eligible, for

vacation/holiday/planned time off or carryover time accrued but unused prior to the commencement of your LTD leave, as applicable based upon the date your leave commenced.

- Regular part-time employees who are scheduled to work fewer than 20 hours per week and temporary employees aren't eligible for paid vacation/holiday/planned time off but may be granted time off without pay with manager's approval.

Treatment of vacation/holiday/planned time off upon termination

For employees who meet the criteria for retirement (see the Retirement section on page 61), retirement is effective the first day of the month following your last day of employment. If you retire effective February 1 or after and you're actively working through January 31 or later, you'll be paid for a full year's vacation/holiday/planned time off (even if such time off hasn't yet been earned) less the vacation/holiday/planned time off you've taken during the year (subject to any applicable vacation/holiday/planned time off cap) and for, as applicable and based on the effective date of your retirement being on or before April 1, your carryover vacation/holiday/planned time off, purchased vacation, and for any "frozen vacation time" that some employees retained from previous vacation policy prior to employment with Citi. Note, employees who voluntarily resign their employment for any reason other than retirement are not eligible for retirement treatment of vacation/holiday/planned time off.

- Upon termination of employment other than for retirement or Cause¹, you'll be paid for all accrued but unused vacation/holiday/planned time off (including any purchased vacation/planned time off) for the year (subject to the amount of any applicable vacation/holiday/planned time off cap), carryover vacation/holiday/planned time off time (as applicable based on the date of your last day of employment being on or before April 1), and for any "frozen vacation time" that some employees retained from a previous vacation policy prior to employment with Citi (to the extent permitted by applicable law).
- Employees who are terminated for Cause (including gross misconduct) or for fraud or theft are not eligible to receive payment for accrued vacation/holiday/planned time off pay unless otherwise required by law.
- Upon termination of employment other than for

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retirement, if your actual vacation/holiday/planned time off taken exceeds your vacation/holiday/planned time off accrued for the year as of the date of your termination of employment, you will be required to reimburse Citi for those days/hours.

- If your position is eliminated, you're eligible to receive benefits under the Citigroup Separation Pay Plan, and you're retirement-eligible by the end of your formal notice period, you'll receive payment for a full year's vacation/holiday/planned time off for the calendar year in which your employment is terminated, less vacation/holiday/planned time off taken (subject to the amount of any applicable vacation/holiday/planned time off accrual cap) as long as the notice period ends on or after January 31.

Vacation Purchase Program

Citi's vacation purchase program is designed to offer our employees the opportunity to supplement their vacation/holiday/planned time off entitlement.

Regular full-time and part-time employees who are scheduled to work 20 or more hours per week may elect to purchase up to five extra days each year. Non-exempt employees may purchase in increments of 4 hours, and exempt employees may only purchase in full day increments.

Elections to purchase vacation/holiday/planned time off may only be made during open benefits enrollment and you must re-elect this benefit each year during open enrollment to continue participation for the following year. If you have used any purchased time that has not been paid for at the time of termination of employment, you will be required to pay the amount due to Citi, or it may be withheld from your final paycheck. Any payments made for purchased time that has not been used prior to termination of employment will be reimbursed as taxable income.

U.S. Consumer Wealth Management employees who hold the title of Senior Wealth Advisor, Wealth Advisor, or their equivalent are not eligible for and do not receive paid vacation/holiday/planned time off and therefore are not eligible to purchase time.

For full details on the Program go to the HR Help Center via [Citi For You](#).

Mandatory Absence Policy

Citi's Mandatory Absence Policy requires that certain employees who occupy sensitive positions must be absent from their sensitive work activities for specified periods. Mandatory absence requirements are generally two weeks; however, the length may vary by business or job function.

Unless restricted further by each business or function, other absences (e.g., jury duty, family, medical, pregnancy, parental and military leave) may be substituted for vacation/holiday/planned time off as long as the employee doesn't engage in fulfillment of their sensitive duties during the absence.

The Mandatory Absence Policy reflects guidance issued by the Federal Reserve Board and is intended to provide an additional safeguard against certain forms of internal fraud and theft that require the continual presence of the employee. You'll be notified if you work in a "sensitive" position.

For further guidance, please refer to the Mandatory Absence Policy on the Citi Policy Directory at <http://policies.citigroup.net>.

Unplanned/sick time off

Citi recognizes that an occasional illness, unforeseen emergency, regular preventative care, or other personal or parental issues may come up.

¹ Citi shall have "Cause" to terminate employment if: (i) the employee engages in excessive risk taking in contravention of standards established or revised by the business head, Risk Management and/or senior management, or the employee fails to comply with any balance sheet or working or regulatory capital guidance provided by the business head or function head; (ii) the employee is subject to an action taken by a regulatory body or a self-regulatory organization ("SRO") as a result of any act or omission which substantially impairs the employee from performing their duties; (iii) the employee engages in misconduct or gross misconduct in connection with their employment including a breach of Citi's compliance and control policies; (iv) the employee breaches Citi's non-compliance-related policies or rules including with respect to expense management and human resources; the employee is dishonest in connection with their employment; (vi) the employee breaches their fiduciary duty of loyalty to Citi; (vii) the employee violates a federal or state securities or banking law, rule or regulation or the employee violates the constitution, by-laws, rules or regulations of a regulatory authority or SRO; (viii) the employee fails to remain licensed to perform their duties; (ix) the employee fails to devote all professional time to their assigned duties and to the business of Citi (except as may be expressly permitted or authorized under Citigroup's Outside Directorships and Business Interests policy or any policy regarding outside activities applicable to the employee's business or function); (x) the employee is convicted of a felony or a crime of breach of trust, money laundering or dishonesty or the employee participates in a pre-trial diversion program after charged or indicted for a felony or such crime; (xi) the employee fails to perform assigned duties or is deemed deficient in the performance of such duties; (xii) the employee made a factual representation or omission in the furtherance of hiring or retention which proves to have been incorrect in any material respect when made; (xiii) the employee's actions subject Citi, by virtue of their affiliation with Citi, to negative or adverse publicity; or (xiv) any other conduct that Citi deems to be misconduct.

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For these reasons, Citi provides to eligible employees up to seven days of paid unplanned/sick time off when needed for unscheduled or unexpected health or emergency needs, medical appointments, planned wellness visits, unexpected urgent care, or other personal or parental issues such as your own or a loved one’s illness or other medical needs, death of a relative that wouldn’t be covered under the Bereavement/Compassionate Policy, domestic violence, sexual assault, unexpected parent/teacher conference, serious property damage, severe inclement weather, or other reasons under state or local law. Citi will keep confidential any information provided by an employee who uses unplanned/sick time off for sick or safe time purposes.

Once unplanned/sick time off is exhausted, you may use vacation/holiday/planned time off with your manager’s approval.

Except where state or local law or federal executive orders require otherwise:

- Regular full-time employees are eligible for seven days (56 hours) of unplanned/sick time off per calendar year. Unplanned/sick time off is prorated for regular part-time employees who are scheduled to work 20 hours or more per week.
- Unplanned/sick time off is provided on a calendar-year basis and is provided on January 1 of each year to regular full-time employees and regular part-time employees who are scheduled to work 20 or more hours per week.
- Part-time employees who are scheduled to work fewer than 20 hours per week and temporary employees don’t receive paid unplanned/sick time off.
- Unused unplanned/sick time off may not be carried over from year to year and isn’t paid at termination of employment.
- Exempt employees may take unplanned/sick time off in full workday increments only.

For details, contact HR Shared Services (HRSS).

If your use of unplanned/sick time off is excessive or is taken in an unacceptable pattern or in any other manner inconsistent with this policy, your pay may be affected and you may be subject to disciplinary action up to and including termination. If you’re absent from work for more than 7 consecutive calendar days for medical reasons, you must report your absence to MetLife.

Please refer to Attendance in “Section 2: Employment Policies” on page 17 for procedures on reporting unplanned/sick time off to your manager.

New hires/rehires

Eligible new hires and rehires receive unplanned/sick time off on a prorated basis determined by the month of hire/rehire based on the schedule below except where state or local law differs:

New-hire unplanned/sick time off schedule	
Month	Days/Hours
January	7 (56 hours)
February	7 (56 hours)
March	6 (48 hours)
April	6 (48 hours)
May	5 (40 hours)
June	5 (40 hours)
July	4 (32 hours)
August	4 (32 hours)
September	3 (24 hours)
October	3 (24 hours)
November	2 (16 hours)
December	0

Frozen sick

Some employees retain “frozen sick banks” from a previous sick leave policy. Frozen sick banks are used only for the following:

- An approved Employee Medical Leave (“EML”) as defined in the FML Policy, for which short-term disability (STD) or Workers’ Compensation benefits have been exhausted or otherwise aren’t available; and
- To provide salary continuation from the first day of an approved long-term disability (LTD) leave for up to a total of 52 weeks to employees who haven’t elected LTD coverage.

Sick time from “frozen sick banks” isn’t paid at termination of employment for any reason and isn’t available to rehires.

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Understanding unplanned/sick time, Employee Medical Leave (EML) and Family Member Medical Leave (FMML)

The difference between unplanned/sick time off used for an employee's illness and an Employee Medical Leave (EML) or a Family Member Medical Leave (FMML), as defined in the FML Policy, is that unplanned/sick time off is provided for periodic absences from work due to illness not defined as a serious health condition (e.g., cold). On the other hand, EML and FMML are granted to cover situations where an employee will be absent due to a serious health condition (which generally involves inpatient care or continuing treatment by a health care provider and absences of more than three consecutive calendar days).

Inclement weather

Citi makes every effort to remain open during scheduled operating hours in order to provide continuity of service to our clients. However, Citi recognizes that due to inclement weather conditions there may sometimes be delays getting to work, including road closures or the shutdown of mass transportation. When conditions dictate, Citi may declare a delayed opening, office closure, or facilitate early departures from work.

There may be unique situations when a site is open for business but a severe or hazardous weather-related disruption where you reside may prevent you from reporting to work. You're responsible for notifying your manager as soon as possible to discuss your particular circumstances. Based on the situation you may be permitted to work remotely from home or another Citi location. You may also use unplanned/sick time, or if there is no unplanned/sick time available and your manager approves it, available vacation/holiday/planned time off time. Other alternative solutions may include making up the missed time with your manager's approval during the same day or week or using unpaid time.

For additional information regarding inclement weather procedures, contact your manager or Human Resources.

Disability leaves of absence

Illnesses, serious health conditions, or injuries that require you to be away from work for more than seven consecutive calendar days may be covered under Citi's Disability Plan, which provides both short-term disability (STD) and, subject to employee election, long-term

disability (LTD) benefits and is administered by MetLife. Regular full-time employees and regular part-time employees who are scheduled to work 20 or more hours per week must be actively at work and benefits-eligible for at least 90 days based on your most recent hire date before you're considered eligible for disability benefits.

A few points to remember:

- You must be eligible for an EML (as defined in Citi's FML policy) and/or an accommodation for the extension of job protected leave under the Americans with Disabilities Act (ADA) or applicable state or local law for your job to be protected while you're on a disability leave. Information about Citi's FML policy is in the "Family and Medical Leave" section below; information on reasonable accommodations can be found on page 49.
- If you're on an approved disability leave and/or an EML and released to return to work after your job protection period has expired and you haven't requested or been granted a reasonable accommodation under the ADA or applicable state or local law (as described below) for additional job protected leave, then you'll be provided with an unpaid 30-day period within which to search internally for an open position. If you're not able to obtain a position within such period, your employment will be terminated.
- If you're not yet eligible for disability benefits but may need a leave of absence for a disability within your first 90 days of employment, you must submit a claim to MetLife so that your disability can be confirmed. If it's determined you're disabled and unable to work, MetLife will medically manage the claim only.
- If you exhaust your STD leave entitlement but are unable to return to work, and you're not eligible to receive LTD benefits (for example, because you didn't elect LTD coverage, or have a preexisting condition that isn't covered), you still must submit (i) a claim to MetLife for additional approved leave, which will be unpaid or (ii) an accommodation request for unpaid leave. Even though you may not be eligible to receive LTD benefits, obtaining approval for continued leave from MetLife allows for possible continuation of your employment and continuation of certain benefits. If you don't obtain approval for additional leave, you'll be on an unapproved leave and your employment may be terminated.
- If you're unable to return to work and remain on an approved disability leave for more than 52 weeks, your employment may be terminated (unless an extended

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job-protection accommodation under the ADA or applicable state or local law (as described below) has previously been requested and approved). However, if you qualify, you may continue to receive LTD benefits until age 65 (the duration of LTD benefits varies if your disability begins after age 62) and your claim will continue to be handled by MetLife. Notwithstanding anything to the contrary, if you're a qualified individual with a disability under the ADA or any applicable state or local law, then you may be eligible for job protection while you're on a disability leave, whether or not you qualify for an EML or STD or LTD benefits (for example, you may not qualify for EML or STD benefits because you're a new hire and haven't yet completed 90 days of active employment). If, however, your disability prevents you from returning to work and a reasonable accommodation hasn't been requested and approved, your employment may be terminated.

- Employees whose disability claim is denied or benefits terminated will be provided with a 180-day appeal period. Information on the appeal process, as well as the reason for the denial/termination of disability benefits, will be provided by MetLife.

For additional information about disability benefits, visit Citi Benefits at citibenefits.com.

In the event of any differences between this policy and the formal plan documents, the formal plan documents will control.

Family and Medical Leave

Citi recognizes that certain life events like pregnancy, adoption, the birth of a child, your own or a family member's serious health condition, or the needs of a family member serving in the military may require you to take time away from work. Accordingly, Citi provides eligible employees job-protected leave for the following reasons:

- For your own serious health condition and injuries covered under Workers' Compensation where you're unable to perform your job;
- To care for a family member who has a serious health condition;
- For the birth, adoption (including surrogacy and a child born involving a gestational carrier), or foster care placement of your child and to care for or bond with that child;
- To attend to a qualifying exigency arising out of the fact that your family member who's a member of the

U.S. Armed Forces (including the National Guard and Reserves) is on active duty, or is called to active duty, in a foreign country; and

- To care for your spouse, domestic partner, civil union partner, child, parent, or next of kin who's a covered service member in the U.S. Armed Forces or veteran and who suffers from a serious illness or injury incurred or aggravated in the line of duty.

All leaves described above are provided pursuant to Citi's FML Policy and applicable law and may be provided completely or partially with pay or unpaid, depending on the type of leave, as set forth in the FML Policy. Additional details regarding these leaves, including eligibility for and duration of the leave, are described in the FML Policy, available on the HR Help Center via [Citi For You](#).

Paid Pregnancy Leave (PPL)

Citi provides eligible employees with job-protected Paid Pregnancy Leave ("PPL"). PPL includes disability/recovery time, which begins no later than the date the child is born, and Paid Parental Bonding Leave (PBL), which is described below.

Paid Parental Bonding Leave (PBL)

Eligible employees who will be parents in connection with the birth or adoption (including foster care placement for the purpose of adoption) of a child may be eligible for job-protected Paid Parental Bonding Leave ("PBL") to care for or bond with that child. PBL must be taken and concluded no later than 52 weeks after the birth or adoption of the child. PBL is not provided in connection with the adoption or placement of a stepchild or relative.

Adoption & surrogacy assistance

In addition to any other benefits described in this Handbook, regular full-time employees and part-time employees who are scheduled to work 20 hours or more per week and who've been actively at work with Citi for at least 90 days may be eligible for reimbursement of adoption, surrogacy or gestational carrier expenses incurred while employed, up to a lifetime maximum of \$30,000 per family incurred while employed.

Employees must be actively working at the time expenses are incurred and submitted in order to be eligible for reimbursement; employees whose jobs have been eliminated are also eligible for reimbursement of expenses incurred and submitted during any applicable notice period.

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For further program details and to access the Adoption Assistance Benefit Reimbursement Form, go to the HR Help Center via [Citi For You](#).

The reimbursement of adoption expenses, excluding surrogacy or gestational carrier expenses, is excluded from wages and isn't subject to income tax. However, it's subject to Social Security and Medicare withholding.

For details, contact HR Shared Services (HRSS).

Other Leaves

Community impact

Citi encourages its employees to give their time and talent to non-profit organizations that are important to them and, in turn, have a positive impact on the communities we serve, by granting time off designated for these purposes.

Volunteer Day

The Citi Volunteer Program allows regular full-time employees and part-time employees who are scheduled to work 20 hours or more per week to take the equivalent of one paid day off (up to a maximum of eight hours or the part-time equivalent for non-exempt employees) each year to volunteer for an eligible organization of their choice.

Eligible volunteer activities benefit the general community and include financial education, board participation, committee work, fundraising, tutoring, mentoring, and neighborhood revitalization and required trainings needed prior to engaging in a volunteer activity. The volunteer activity you choose is intended to be performed during regular work hours and may be performed on a single workday or, for non-exempt employees, incrementally on multiple days.

Before taking your volunteer time, you should obtain approval from your manager, just as you would get approval in advance for any vacation/holiday/planned time off.

Your manager must approve the specific day or times you'll be out of the office but isn't required to approve the actual volunteer activity you'll be performing during that time. A Volunteer Day must be used at the time the volunteer activity is performed.

U.S. Consumer Wealth Management employees who hold the title of Senior Wealth Advisor, Wealth Advisor, or their equivalent aren't eligible for and don't receive paid time

off. Instead, they may take time off at their manager's discretion and may continue to receive the same salary they otherwise would have received.

You must adhere to program guidelines and use the Volunteer Day only for eligible activities and organizations. Please refer to the guidelines online at <https://www.citi.net/EN/Pages/volunteers/ContentPages/resources.aspx>.

A Volunteer Day can't be carried over from one year to the next, and, if unused, isn't paid at termination of employment.

To find local volunteer opportunities and to track volunteer hours, eligible employees have access to the Citi Volunteers platform at <https://citi.benevity.org/user/login>. You're encouraged, but not required, to track all volunteer hours through this system.

Giving Back Leave

Citi's Giving Back Leave Program is designed to encourage our employees to pursue their philanthropic interests and focus on volunteerism. The Program offers employees the opportunity to contribute their time and talent to charitable organizations about which they are passionate. Regular full-time employees and part-time employees who are scheduled to work 20 hours or more per week, who have a minimum of 5 years of service from their most recent hire date at the time the request for leave is submitted, and who are in good standing are eligible to request a Giving Back Leave.

Eligible employees may take a Giving Back Leave once every 5 years calculated from the last day of the first leave, not to exceed 2 Giving Back Leaves for the duration of employment with Citi (including, in the case of rehired employees, all prior periods of employment with Citi).

For details on the Program and information on how to request a Giving Back Leave through the HR Help Center via [Citi For You](#).

President's Volunteer Service Award

U.S. employees who log 100 hours or more in a calendar year into the Volunteer Management System are eligible to receive the President's Volunteer Service Award, which recognizes outstanding volunteer service and inspires others to volunteer. These awards honor Americans who've made volunteering a central part of their lives.

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Award recipients receive a lapel pin, personalized certificate of achievement, and a letter from the President of the United States. You can obtain more information about this award at the President's Volunteer Service Award website at www.presidentialserviceawards.gov.

Bereavement/compassionate Leave

We understand that the death of a family member is difficult to deal with and everyone needs time to grieve a loss with time, and differently or to attend to matters related to their loss. If you suffer a death in your immediate family (including the loss of an employee's unborn child), Citi provides up to ten scheduled workdays of paid time off (inclusive of paid or unpaid time off which may be required by local law, where greater) to eligible employees.

"Immediate Family" is defined as a parent, spouse, partner (domestic partner or partner in a civil union), sibling, child, your legal guardian or ward and grandparent/grandchild. "Immediate Family" includes biological, legally adopted, or foster, "step" and extends to families of domestic partners in these same relationships. It also includes "in-law" for parent, sibling, and child only.

Citi recognizes that family structures can be unique and diverse in nature. Additional time off, including paid or unpaid time off, including time off for the death of an "Extended Family" member defined as aunt, uncle, niece, nephew, cousin, great grandparent/great-grandchild or other individual with whom you have a close relationship may be available under local laws, or otherwise approved by your manager and will be deducted from any sick/unplanned or vacation/holiday/planned time off (in that order) or equivalent time off banks and, if no paid time off is available, will be unpaid. Managers are encouraged to support employees during this time in their lives.

In most cases, the time off should be taken as consecutive days and within one month of the death of the immediate or extended family member. Bereavement time away is a benefit that Citi offers subject to the *Code of Conduct*. We trust employees will use it only for qualifying family members, and thus initial proof of eligibility for bereavement time away is generally not required. However, Citi reserves the right to require documentation to support eligibility.

Jury duty

If you're called to jury duty or subpoenaed to serve as a witness in a non-Citi-related matter in which you're not a named party, you'll receive time off from work with pay. Your manager may ask that you request a postponement of jury duty should business needs require. Please notify your manager as soon as possible when you've been called to jury duty or subpoenaed to serve as a witness so that arrangements can be made to cover your responsibilities during your absence.

You should submit proof of court attendance to your manager; you may keep any amounts paid by the court for jury duty service. When court isn't in session, your attendance isn't required, or you weren't selected for jury duty, you must report to work.

Employees who work a late shift may be excused from work for the shift immediately preceding and/or the next scheduled work period immediately following jury service.

For absences in connection with any non-Citi-related matter where you're a named party (for example, claimant or respondent), you may use your vacation/holiday/planned time off.

Military Leave

Citi provides job-protected paid military leave to regular full-time and regular part-time employees who are scheduled to work 20 hours or more per week and are ordered to active duty service in the U.S. federal and state Armed Forces. Eligible employees will receive their regular base pay for the first 30 days of the leave (excluding any extension of the current leave). After this initial 30-day leave period, employees' regular base pay will be offset by any military pay received. You should reach out to HR Shared Services (HRSS) to understand the effect military leave will have on your benefits. Except in exigent circumstances, you must provide advance verbal or written notice of military service to your manager. In addition, you must provide HRSS with documentation of your military rank and current years of military service, e.g., copy of military orders or pay statement, within 30 days of your approved leave in order to continue to receive pay after the initial 30-day leave period. At the end of military service, you must provide timely written notice to your manager and HRSS of your intent to return to work, and a copy of your discharge papers, and return to work within the applicable time period.

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Military Training Leave

Regular full-time and regular part-time employees who are scheduled to work 20 or more hours per week will be provided with paid time off in order to take part in required periodic military training with the National Guard or Reserves to fulfill military commitments that aren't covered under Citi Paid Military Leave of Absence Policy. During this time off, eligible employees receive their regular base pay.

Prior to any military training leave, you must provide notice of the military training obligation to your manager and HRSS. In addition you must provide HRSS with a copy of your military pay statement as soon as practicable, but no later than 30 days following the last day of your training.

To view Frequently Asked Questions (FAQs) and a helpful checklist, visit [Citi For You](#).

For further details, policy-related questions, or other assistance in connection with either Military Leave or Military Training Leave, contact HR Shared Services (HRSS).

Voting

Generally, employees are expected to vote before or after work hours on Election Day. However, state or local law or your manager may allow you time off during the workday so that you can vote. Except where local law differs, where work schedules conflict with polling times, Citi provides up to three consecutive hours of paid time off for reasonable requests. For non-exempt employees, time away from work to vote should be taken either at the beginning or end of the shift, or at an otherwise mutually agreed upon time in order to minimize disruption and ensure adequate staffing, and this time away from work should be recorded as "Civic" in Workday, Citi's timekeeping system of record.

Religious observance

Regular full-time employees may be granted up to ten unpaid days off (e.g., generally 80 hours for non-exempt employees; for regular part-time employees who are scheduled to work 20 or more hours per week, a prorated number of hours based on a regular schedule of hours per week) for you to participate in religious observances.

Of course, you may use any available paid vacation/holiday/planned time off for this purpose. Other accommodations may be available or provided instead; please see "Reasonable accommodations for religious beliefs" on

page 15. You should notify your manager in advance of the need to take time off for religious observance.

Religious observance days can't be carried over from one year to the next.

Refresh, Recharge, Reenergize "R3" Leave

Citi's R3 Program is designed to encourage employees to pursue their personal interests and focus on wellness by offering an opportunity to travel, pursue personal goals, or simply take extra time off to refresh and rejuvenate.

Regular full-time employees and part-time employees who are scheduled to work 20 hours or more per week, who have a minimum of 5 years of service from their most recent hire date at the time the request for leave is submitted, and who are in good standing may request an R3 Leave of 12 consecutive weeks.

R3 Leave must be requested and approved by your manager at least 3 months in advance. During an approved R3 Leave, you will receive 25% of your regular base pay and, upon completion of the leave, you will be returned to your same role unless you would not otherwise have continued to be employed, (e.g., due to a job elimination) regardless of the leave. If you are eligible, you may choose to substitute vacation/holiday/planned time off for a portion of your leave.

Eligible employees may take a R3 Leave once every 5 years calculated from the last day of the first leave, not to exceed two R3 Leaves for the duration of employment with Citi, (including, in the case of rehired employees, all prior periods of employment with Citi.)

For details on the Program and information on how to request a R3 Leave through the HR Help Center via [Citi For You](#).

Personal leave of absence

Regular full-time employees and part-time employees who are scheduled to work 20 or more hours per week may request an unpaid personal leave of absence for a maximum of four weeks for compelling personal circumstances including to care for someone who isn't covered by our FML Policy. You may return to the same or an equivalent job if your leave doesn't exceed four weeks, unless you wouldn't have continued to be employed regardless of the leave.

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Time Off

Employees will be required to first use accrued paid time off (including unplanned/sick time off, frozen vacation time, carryover vacation/holiday/planned time off, vacation purchased time off, and accrued vacation/holiday/planned time off in that order) to be eligible to request an unpaid leave of absence.

Unless an extension has been granted, if you don't return to work at the end of the approved leave period you'll be considered to have voluntarily resigned from Citi and may not be eligible for rehire.

If you go on an approved personal leave of absence, you may continue coverage under the medical, dental, vision and HCSA or LPSA plans. A reduction in hours (to less than 20 hours per week) constitutes a COBRA-qualifying event under the plans. See the Health and Insurance Benefits Handbook at handbook.citibenefitsonline.com/ regarding continuation of coverage. You will be billed directly for this coverage, and failure to pay the billed amount will result in a loss of coverage.

You'll also continue to have access to Citi's Be Well Program and Wellness benefits from outside the Citi intranet through Citi Benefits at citibenefits.com/Well-Being/Mental-Health-Support.

Coverage in the Business Travel Accident/Medical insurance will be suspended during the leave. Coverage in the Dependent Day Care Spending Account (DCSA), Transportation Reimbursement Incentive Program (TRIP) Transit, and TRIP Parking ends when you begin your leave.

Upon returning to work, you're required to re-enroll in the DCSA and TRIP programs if you'd like to continue these benefits. All personal leaves of absence must be approved by your manager. Approval will be based on business needs at the time of the request. Your performance and your length of service may also be considered.

For additional information on the process and forms, visit [Citi For You](#).

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Your Work/Life Priorities

Section 7: Your Work/Life Priorities

Be Well Program

The Be Well program, part of the Minds at Citi initiative aimed at changing the way we think about, act around and respond to mental health, offers a variety of programs designed to help you navigate life, work, and family care issues – all under one phone number. Including:

- Short-term counseling services
- Resource & referral services including Elder Care Management
- Contact the Be Well Program as follows:
- Telephone: 1 (800) 952 1245
- TTY: 1-800-772-0997
- Website: <https://login.lifeworks.com>
- Username: bewell
Password: livewell

Short-term counseling services

Short-term counseling is a confidential service designed to help you and your household members resolve issues that affect your personal life or interfere with your job performance. You can call Be Well 24/7 for help with issues such as sleeping difficulties, anxiety or depression, substance or alcohol abuse, emotional and physical abuse, family and relationship issues, workplace conflict, adopting healthy behaviors, financial concerns and more.

When you or your household members call for counseling support, you will speak with a licensed counselor who will talk with you about your concerns and, if warranted, refer you to an appropriate counselor near your work or home. You can schedule up to five face-to-face counseling sessions per issue with a licensed counselor per year at no cost to you. If you require additional counseling, the counseling service will make every effort to refer you to a counselor in your medical plan. Contact your specific plan to confirm coverage details.

In addition to the services described above, employees at certain Citi locations have access to free, onsite Be Well counselors—saving you time—and offering the same level

of confidentiality as Be Well's other services. To learn more call the Be Well number.

All counseling services are confidential, as required by law. That is, no information will be shared without the written consent of the individual seeking assistance unless the counselor is legally bound to take action.

The counseling service is a core benefit available to all benefits eligible employees and their household members. You do not have to enroll or make any contributions to use this benefit.

Employees and their household members can also access the Be Well website, which includes many additional resources to help with physical and mental wellness.

Resource & referral services including elder care management

Resource & referral services are designed to save you time by providing valuable research and advice on a number of common every day challenges facing Citi employees. Whether you're researching options for child care, or dealing with the concerns of your elderly parent, this service can help. These services are completely confidential.

Your team will provide practical solutions, customized referrals and resources on a wide variety of topics, including parenting/child care, adoption, and caring for older adults. You can also obtain assistance with everyday needs, such as finding pet care, planning a vacation, or locating a mover.

Resource and referral services are a core benefit available to all benefits-eligible employees. You do not have to enroll or make any contributions to use this benefit.

Live Well at Citi Program Including Health Advocate

The Live Well at Citi Program provides you and your family with tools and resources (such as the Virgin Pulse Portal, Health Advocate, and Be Well program) to manage your health care and help you achieve your health goals.

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The programs and resources are free, easy to use, and secure. Live Well at Citi programs can help you:

- Quit using tobacco products through the Live Well at Citi Tobacco Cessation Program. It's free and enrollees may choose from web-based programs or one-on-one telephonic support from a health coach. The program is available to employees and spouses/partners/civil union partners who are enrolled in a Citi medical plan. For more information, call Virgin Pulse at 1-855-814-5595 Monday through Thursday 8:00am to 11:00pm, Friday 8:00am to 8:00pm, Saturday 8:00am to 3:00pm Eastern Time;
- Lose weight, lower your cholesterol or improve your diet;
- Access resources and information about your health and the health of your family, including online and telephonic coaching programs, management of chronic conditions such as diabetes;
- Navigate the health care system, including assistance with insurance claims, billing issues;
- Find a hard-to-reach doctor or specialist;
- Assess your health and identify your health risks;
- Change your lifestyle to avoid health risks;
- Manage an existing health condition.

The powerful tools and practical resources offered through Live Well at Citi enable you to take charge of your health.

Call Health Advocate to learn more about the Live Well at Citi Program at 1-866-449-9933, Option 1.

Employees can visit the Virgin Pulse Portal where you can access Citi's Healthy Activities Programs, including the Live Well Tobacco Cessation Program and Health Assessment via My Total Compensation and Benefits at www.totalcomponline.com. After logging in, click the link for "new Live Well Rewards & Health Assessment". Spouses, domestic partners and dependents 18 and over should use the Virgin Pulse Portal: <https://landing.virginpulse.com/LiveWell> and will need to create a user name and password.

New Parent Program

The New Parent Program is a Citi-sponsored series of six short, pre-recorded webinars for new and expectant parents to support them prior to and after their leave. The webinars offer insightful, expert advice on topics ranging from planning and preparing for working parenthood to making a success of your return and ongoing work-life balance. Each webinar has a corresponding downloadable workbook with tools, practical tips and checklists. To

access the New Parent Program at Citi, go to Citi's Learning Management System (LMS) and search "New Parent Program."

To learn more about the New Parent Program at Citi, go to <https://citiforyou.citigroup.net/en-us/Pages/BN-FamServices.aspx>.

Backup Dependent Care Program

The backup dependent care program is offered to employees to assist in balancing the competing demands of work and your personal life. The Bright Horizons Backup Care program is offered for your dependent children, adult family members and even yourself.

For your dependent children, center-based backup care is offered through a nationwide network of more than 3,000 Bright Horizons Child Care Centers and several Citi-dedicated centers. In-home care is available through a network of Bright Horizons providers.

Employees can use the service when they need to be at work and their regular child care is unavailable, including but not limited to:

- When your regular caregiver is ill or temporarily unavailable;
- When your child's regular day care center or school program is closed;
- When you're between child care arrangements;
- When transitioning back into a regular work schedule after returning from leave; and
- When you need in-home child care for your child who is mildly ill and needs to stay home.

In-home adult care is available for you or your family member when assistance is needed for basic care service, such as:

- When you or an adult family member is recovering from an illness and needs home assistance; or
- When your aging parent in another city needs someone to check up on them or an occasional visit.

Care is available 20 days per dependent per year at a nominal fee that is subsidized by Citi. Newborn care to support the transition back to work is available for up to an additional 20 days at Citi dedicated backup care centers.

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To learn more about the Backup Dependent Care program offered through Bright Horizons visit <https://www.citibenefits.com/Work-or-Life/Child-Elder-Care> or to register and/or request reservations, call 877-286-3138 and speak with a care consultant available 24 hours a day, seven days a week or visit <https://clients.brighthorizons.com/livewell>. The user name is "livewell" and the password is "Benefits4You".

Additional family support

In addition to backup dependent care, Citi employees can now join Bright Horizons' online care database, featuring matching technology, without incurring a membership fee for additional family support. The new online care database includes resources ranging from elder care and childcare to pet care and household help. The registration fee is waived for Citi employees. Program features include:

- Employee-selected caregivers through Sittercity with unlimited use.
- Care services for anyone in your immediate family.
- You make all the arrangements directly with the providers through a self-service website and care is negotiated directly with the provider of your choice. Care is not pre-screened or subsidized by Citi. All care requests made through this program are made independently of Bright Horizons and Citi. Should care not meet your expectations, you must contact the service provider directly.

Visit <https://clients.brighthorizons.com/livewell> and scroll down to "Additional Family Support" for more information.

Sleep assistance

Citi has partnered with the experts from Sleepio, a digital sleep-improvement program featuring cognitive behavioral therapy techniques to help you improve your sleep. This program is sponsored by Live Well at Citi at no cost.

For more information and to receive personalized advice to help improve your sleep, visit: sleepio.com/LIVEWELL.

Education & College Advising Program (formerly known as College Coach)

Citi has partnered with Bright Horizons, a leading provider of college advisory services that guides and assists

families through the college preparation process for their children. The program assists with:

- High school planning,
- Selecting the right college,
- Preparing enrollment applications, and
- Financing advice.

The Education & College Advising program (formerly known as College Coach) is provided at no cost and includes personalized assistance from former college admissions and financial aid officers. Information on live training webinars and online resources is available on [Citi For You](#). For more information call 1-866-914-5807, or e-mail coach@getintocollege.com.

Live Well at Citi Health Services

Citi is committed to improving the health and well-being of our employees by promoting a culture of physical and mental health. Live Well at Citi Health Services offers a variety of health resources to help you get well, stay well, and live well, and to help you make informed health care choices and work in a safe and healthy environment.

Overview of services

Primary care

- Live Well at Citi Medical Clinics in New York, New Jersey, Florida, Texas, Kentucky, and Missouri
 - Assessment, treatment, recommendations and/or referral for illness and injury including assistance in obtaining second opinions and diagnostic confirmations
 - Laboratory blood tests, EKGs, allergy shots, medical injections per medical orders from your physician
 - Immunization and consultation for international business travel to provide maximum protection while traveling. Consult with Health Services before traveling outside of the U.S. for business-related matters.
 - Periodic medical exams for expatriate employees and eligible dependents

Services may vary by location.

Health and wellness services

- Live Well at Citi Health Promotion and Wellness Services offers free health promotion campaigns and

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screenings throughout the year to encourage healthy lifestyles. Health risk reduction programs include:

- Annual free seasonal flu shots
- Heart health programs including blood pressure/cholesterol screenings
- Breast health workshops
- Skin cancer screenings
- Hearing screenings
- Subject matter expertise and consultations regarding communicable diseases in the workplace and emerging infectious diseases around the globe
- An online self-paced training module that provides a basic understanding of ergonomics, helps you work more comfortably, and reduces the risk of injury is available on the Live Well at Citi Collaborate website on [Citi For You](#).

Travel Health Services

- Partners with Corporate Travel and Global Mobility to prepare international business travelers and expatriates with health resources and recommended preventative measures indicated for destination countries
- Pre-travel e-mail alerts are sent to international business travelers with destination country health information, medical alerts, recommended/required immunizations and preventative medication at the time of ticketing
- Monitoring of international medical care including referrals to appropriate medical specialists and other on-ground resources worldwide for local, expatriate employees, and international business travelers, as well as providing emergency medical evacuations coordinated through International SOS (ISOS)

How We Work

Citi places a high value on attracting and retaining top talent and supporting the work/life balance of its employees while also serving business continuity needs and optimizing the company's real estate footprint. Citi is an agile global organization focused on succeeding together through an adaptive work culture, and providing increased flexibility, transparency, and creativity. Our global approach includes three role personas - hybrid, resident and remote. The majority of roles globally are designated as Hybrid. Employee designations are at the direction of the business or function in consultation with HR.

- **Hybrid** roles require an in-office presence a minimum of three days per week and have defined options for remote work up to two days per week.
- **Resident** roles must be performed at an employee's assigned Citi work location.
- **Remote** roles may be performed 100% remotely, and employees designated as remote are not assigned a specific Citi work location.

Our expectation is for everyone to follow the requirements of their schedule based on their designated role persona. For more information, please visit the HR Help Center via [Citi For You](#) to view the How We Work Global Guidelines and FAQs for Hybrid and Remote Designated Roles.

Citi Anniversary Program

Beginning with five years of service and every five years thereafter, employees will be eligible to receive a milestone recognition award. On your milestone anniversary date, you'll receive an award notification via e-mail. The award notification will allow you to browse and redeem a gift card of your choice from participating merchants. The award notification will also include a link to a congratulatory letter and an anniversary certificate.

If you don't have an e-mail address, your manager will receive the award notification via e-mail for distribution to you, along with the letter and the anniversary certificate. For additional information, go to [Citi For You](#).

Citi Gratitude Program

Celebrate the outstanding work your colleagues are doing every day. Recognize individuals, teams, peers, or others. Congratulate colleagues and through the social feed, stay up to date on the latest recognition activity. Citi Gratitude awards recognize employees who embody Citi's Leadership Principles and allow employees to express appreciation for exceptional work.

Citi Gratitude features two types of awards:

- **Citi Applause Awards.** Praise the work of a teammate who made an extra effort or a quick contribution to a project.
- **Monetary Points Awards.** Recognize a colleague who went above and beyond and has made a significant impact. These awards range in value to differentiate employee contributions and are subject to management's approval.

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For more information, go to Rewards and Recognition, Citi Gratitude on [Citi For You](#) or recognitionprogram.citi.com.

Citi Employee Offerings

You and your family can save money using a variety of resources:

- BenefitHub provides U.S. employees discounts for your favorite activities, products and services including auto and home insurance, wireless services, admissions to leading cultural institutions, and access to Citi branded merchandise. Plus, use purchasing power to pay over time through payroll deductions. Visit [My Total Compensation and Benefits](#) through www.totalcomponline.com using your single sign on. After logging on, click the BenefitHub link.
- [ibank@citi](#), available using single sign on, offers discounts on Citi's financial products and services for U.S. employees.

Tuition Program

Citi encourages employees to seek career development opportunities by pursuing studies through its Tuition Program, which is available to regular full-time employees or part-time employees who are scheduled to work 20 hours or more per week and who meet the eligibility

requirements. Through this Program, you may be reimbursed or receive tuition assistance for certain educational courses and related qualified expenses and fees incurred on a calendar year basis. To receive tuition assistance or reimbursement, you must be actively working for the duration of the course, at the time you submit your application, and on the date any tuition reimbursement or assistance is paid, except in certain circumstances. For more information, please review the Tuition Program available in the HR Help Center via [Citi For You](#).

Survivor Support

A Survivor Support Specialist is available to your spouse, partner, or partner in a civil union for your peace of mind in the event of the loss of a loved one. If you pass away while employed by Citi, your survivors are eligible for this service. A Survivor Support Specialist will help your family member(s) understand if there are any benefits related to your retirement, health and insurance plans that they might be entitled to receive.

For more information about Survivor Support services call ConnectOne at 1-800-881-3938. After the introductory message has been recited, there is a prompt to enter *11 for Survivor Support. This will route directly to a specialist without navigating the full voice response system or providing a PIN and login information.

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Employment at-will

We hope that the employment relationship will be one of mutual satisfaction and benefit to both you and Citi.

However, there's no contractual right or obligation for you to remain in the employment of Citi or for Citi to continue to employ you for any definite period of time.

Your employment relationship with Citi is at-will. At-will employment entitles you and Citi to terminate the employment relationship at any time for no reason or any reason, not otherwise prohibited by law, without providing prior notice (subject to the Employment Termination Notice and Nonsolicitation Policy ("Garden Leave") if applicable to you), warning or discipline.

Return of property and safeguarding confidential information

Regardless of how your employment terminates, prior to or on your last day of work, you must return all Citi or Citi Client information classified as Citi internal use only (or higher) (and all means of accessing such Confidential Information), Citi property, and Communications Equipment, Systems and Services including, but not limited to, all ID cards, keys, telephone cards, remote access cards, credit cards, laptops, cell phones or smartphones, BlackBerrys, job-related notes, office or computer equipment.

To the extent permitted by applicable law, upon your termination of employment, you may not use, take with you, or retain any Citi property, and you're prohibited from accessing, taking, retaining, using or disclosing any Citi or Citi Client information classified as Citi Internal use only (or higher). You may not—in anticipation of your leaving Citi or otherwise—attempt to send any Citi or Citi Client information classified as Citi Internal use only (or higher, including any Personally Identifiable Information (PII) not specifically owned by you) externally, including sending to a personal/home/family e-mail address, or attempting to upload this information to any third-party service provider or server or non-Citi website (e.g., Google), or otherwise engage in any other unauthorized use, misappropriation or disclosure of Citi or Citi Client owned information.

Please refer to Citi's Electronic Communications policy on the Citi Policy Directory at <http://policies.citigroup.net> for more information.

Nothing contained in this Handbook or any Citi policy is intended to prohibit or restrict you from disclosing confidential information including trade secrets to (a) any government, regulatory or self-regulatory agency, including under Section 21F of the Securities and Exchange Act of 1934, Section 23 of the Commodity Exchange Act of 1936, or Section 7 of the Defend Trade Secrets Act of 2016 ("Defend Trade Secrets Act"), and the rules thereunder or (b) an attorney in connection with the reporting or investigation of a suspected violation of law or to an attorney or in a court filing under seal in connection with a retaliation or other lawsuit or proceeding, as permitted under the Defend Trade Secrets Act. You do not need the prior authorization of Citi to make any disclosures, and you're not required to notify Citi that you have made any such disclosures.

The disclosures permitted under this Paragraph are intended for regulatory and/or law enforcement purposes. It does not permit disclosure for commercial or competitive purposes of any confidential information, including trade secrets, to government owned, related or sponsored agencies, entities or enterprises that compete directly or indirectly with Citi and its businesses.

Exit interviews and surveys

When you leave Citi, you may be asked to participate in an online exit survey as an opportunity to provide more feedback and report any ethics-related concerns. In some instances, Human Resources may ask to schedule a personal exit interview (in person or over the phone) to gain further insight about your Citi experience. The information received may assist Citi in making changes in the position, department or Citi's policies.

During the online exit survey and/or personal exit interview, the following topics (among others) may be discussed:

- Your reason for leaving, new employer information, evaluation of compensation and benefits, job satisfaction, and management evaluation, as well as feedback on your work environment;
- Any concerns you may have had during your employment.

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- You may also be asked to provide updated contact details so Citi can reach out with any questions.

Nonsolicitation of employees and clients

While you're employed by Citi and for the one-year period following your last date of employment with Citi, to the extent permitted by law, you agree that you will not, directly or indirectly, (a) induce or otherwise counsel, advise, encourage or solicit, including through the use of social media, any client of Citi whom you serviced or with whom you had substantial contact during your employment to terminate its relationship with Citi or to transfer assets away from, or otherwise reduce its business with, Citi, or (b) if you're an officer-level employee, solicit any Citi employee to leave the employment of Citi for the purpose of employment outside of Citi, regardless of whether the solicitation for employment originates from the Citi employee.

Employment Termination Notice and Nonsolicitation Policy ("Garden Leave")

Certain employees are also subject to the Employment Termination Notice and Nonsolicitation Policy (commonly referred to as "Garden Leave"), which requires advance notice of the resignation or termination of your employment in most circumstances. Covered positions are listed in the full policy.

Employees covered by the policy must provide advance notice of either 30, 50 or 75 days of the resignation of their employment. In return, Citi will provide these same employees with reciprocal notice of the involuntary termination of their employment other than for Cause as defined in the policy.

In addition, during their employment, inclusive of the Early Termination Notice Period, and for a one-year period following the termination of their employment for any reason, covered employees must in no way solicit or facilitate the solicitation of Citi's clients or its employees.

The complete Employment Termination Notice and Nonsolicitation Policy is available on the HR Help Center via [Citi For You](#).

Voluntary termination of employment

Resigning

Before the effective date of your resignation and unless you're required to provide more notice pursuant to the Employment Termination Notice and Nonsolicitation Policy ("Garden Leave"), you should provide at least two weeks' notice to your manager.

This notice provides time to make an orderly transition of your workflow and to process the termination of your employment. In some cases, your manager may ask that you stop working on an earlier date; in such event, you'll be paid through the end of the two-week period.

Please refer to "Leaving Citi, A Guide to Corporate Benefits and Equity Programs" located on [Citi For You](#), for information about how Citi benefits and programs are treated in the case of a voluntary resignation.

Retirement

Due to the various age and-service requirements that affect the retirement benefits and programs for which you may be eligible, you should begin your retirement process 90 days prior to your planned retirement. This will allow time to discuss whether you meet the retirement criteria and allow for the processing of applicable pension and retirement benefits.

To begin the retirement process and to receive information about retirement benefits offered by Citi, such as pension and 401(k) retirement savings plans, please contact the appropriate service center for each of these plans. You also may refer to "Leaving Citi, A Guide to benefits and equity programs for U.S. employees terminating employment for any reason" located on Citi For You under Life Events.

Note: Retirement treatment of vacation/holiday/planned time off may consist of payment for a full year's vacation/holiday/planned time off (even if such time off hasn't yet been accrued) less the vacation/holiday/planned time off you've taken during the year (subject to the amount of any applicable vacation/holiday/planned time off cap) and for, as applicable your carryover vacation/holiday/planned time off if the effective date of your retirement is on or before April 1.

You'll be eligible to receive retirement treatment of your vacation/holiday/planned time off if:

- You retire from Citi and initiate the retirement process within the prescribed time period(s); or

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- Your employment is terminated due to a Qualifying Event rendering you eligible for benefits under the Separation Pay Plan, and
- The sum of your age (in full years) plus completed years of service with Citi totals at least 60, you've attained at least age 50, you have completed at least five full years of Citi service, and your retirement date is effective February 1 or after and you've actively worked through January 31 or later. (Your retirement is effective the first day of the month following your last day of employment.) Note: employees who voluntarily resign their employment for any reason other than retirement are not eligible for retirement treatment of vacation/holiday/planned time off.

Retirement case management

Citi Benefits Center provides Retirement Specialists to employees who plan to retire. To learn more about your retirement options or initiate retirement, call a Retirement Specialist through ConnectOne, 1-800-881-3938. Choose the "Initiate Retirement" option from the "Benefits" menu.

Involuntary termination of employment

If your employment is terminated involuntarily, you can call the following contacts for information about how your benefits and programs are treated.

- ConnectOne: 1-800-881-3938, for 401(k) plan distribution, choose the "401(k) Plans" option from the "Benefits" menu; to convert Basic Life and Basic AD&D insurance to an individual policy, choose the "Health and Insurance" option from the "Benefits" menu, for information about the Citigroup Pension Plan, choose the "Pension" option from the "Benefits" menu;
- MetLife: 1-888-830-7380 to continue Group Universal Life (GUL) insurance and term life insurance on an individual basis; 1-888-252-3607 regarding continuation of Supplemental AD&D insurance;
- For COBRA continuation coverage (medical, dental and vision care and the Health Care Spending Account [HCSA]/Limited Purpose Health Care Spending Account [LPSA]) or retiree medical coverage, if eligible, contact ConnectOne at 1-800-881-3938. From the "Benefits" menu, select the "Health and Insurance Benefits" option; followed by the "Spending Account" option;

- Citi Equity Compensation Customer Service Department: 1-877-711-2433 or 1-718-248-4510 for information about the Capital Accumulation Program, and the Citi Employee Option Grant, the Deferred Cash Award programs, and other award programs.

Job eliminations

As business needs warrant, Citi may restructure the organization to take advantage of new opportunities, meet competitive challenges, react to economic shifts, or introduce advanced technology to improve services and efficiency.

Therefore, Citi may periodically sell or close a line of business, reduce staff, relocate positions or functions, and/or significantly change the skill requirements of some jobs. Employees who are involuntarily terminated from Citi due to a job elimination or relocation may be eligible for separation pay under the terms and conditions of the Citigroup Separation Pay Plan then in effect, if any. In order to receive separation pay under any such plan, you must meet all eligibility criteria and other plan requirements through any applicable notice period.

Treatment of time off at termination of employment

Vacation/Holiday/Planned time off

For details on the treatment of vacation/holiday/planned time off upon termination of employment (including for terminations other than for Cause, for Cause, due to job elimination and upon retirement), please refer to the "Vacation/Holiday/Planned time off" section of this Handbook.

Frozen vacation time

Some employees retained "frozen vacation time" from a previous vacation policy prior to employment with Citi. This time will be paid at termination of employment, unless, to the extent permitted by state law, your termination is for Cause (including gross misconduct) or for fraud or theft.

Unplanned/Sick time off

Except where state or local law provides otherwise, no unplanned/sick time off is paid at termination of employment for any reason.

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Frozen sick

Sick time from “frozen sick banks” isn’t paid at termination of employment for any reason and isn’t available to rehires.

Final Pay

Your final pay consists of wages and benefits due (if any) to be paid upon termination of employment. If you have any concerns about your final pay, please contact HR Shared Services (HRSS). You’ll be promptly reimbursed for any errors that result in an incorrect reduction of your pay. Conversely, you’re required to reimburse Citi, to the extent permitted by law, for any overpayments that you may owe to Citi (e.g., personal charges to company credit cards).

Citi Alumni Network

The Citi Alumni Network allows you to stay connected with Citi and your fellow alumni, enjoy benefits and special offers, learn about Citi Alumni events in your area, read just-released Citi research and news, join former colleagues to volunteer in your community, and find out about job opportunities.

The Citi Alumni Network, now with over 27,000 members in 100 countries around the world, is open to all former Citi employees who have spent at least one year with the company, have left in good standing and/or are eligible for rehire. Please join us at www.citi.com/alumni.

Current employees can learn more at <https://collaborate.citi.net/groups/citi-alumni-network>.

Appendix A.

The Employment Arbitration Policy

Statement of Intent

Citi values each of its employees and fosters good relations with, and among, all of its employees. Citi recognizes, however, that disagreements occasionally occur between an individual employee and Citi or between employees in a context that involves Citi.¹

Citi believes that the resolution of such disagreements is best accomplished through open-door communications and by external arbitration (with respect to all matters within the scope of this Policy). 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 or relates to 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 or relates to 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 or relates to your association with CGMI. Also, you must submit to AAA where you otherwise meet the criteria for FINRA arbitration under this Policy but FINRA declines the use of its facilities or the dispute is ineligible for arbitration before FINRA.

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.

To the extent permitted by 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 after this Policy is distributed, shall constitute consideration for and assent to your obligations under this Policy.

Scope of Policy

This Employment Arbitration Policy applies to both you and to Citi, and makes arbitration the required and exclusive forum for the resolution of all covered employment-related disputes (i.e., other than disputes which are expressly excluded from this Policy as described below) between you and Citi (including Citi's predecessors, successors and assigns, its current, former, and future parents, subsidiaries and affiliates and its and their current, former, and future officers, directors, employees and agents). However, this Policy doesn't create a legal claim where one does not otherwise exist under law. Therefore, by acknowledging receipt of this Policy and/or continuing your employment with Citi after this Policy is distributed, you are accepting the Policy and waiving any legal right you may have to bring your employment-related disputes in court and/or to have your disputes heard by a jury. This Policy applies to both existing and future disputes, including any disputes based on conduct that occurred before this Policy. Subject to the remainder of this Section, these disputes include, without limitation, claims, demands or actions under Title VII of the Civil Rights Act of 1964 ("Title VII"), 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

¹ Citi refers to Citigroup Inc., its subsidiaries and affiliates.

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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, or retaliation, or any claims arising under or related to the Citigroup Separation Pay Plan.

Claims for Workers' Compensation or unemployment compensation benefits aren't covered by this Policy; however, claims for workers' compensation retaliation and unemployment compensation retaliation remain covered by this Policy. Non-individual California Labor Code Private Attorneys General Act ("PAGA") claims for penalties relating to California Labor Code violations that you did not directly experience also are not covered by this Policy. Disputes which are expressly precluded from arbitration by federal statute also are not covered by this policy.

If you elect to pursue in court claims that are excluded from this Policy, including claims regarding disputes which are expressly precluded from arbitration by federal statute, Citi may at its option sever any such claims that you file in court from any other claims that you bring against Citi. Citi may choose whether those other claims will be litigated separately in arbitration (if they are covered by this Policy) or whether those other claims will be litigated together with the claims excluded from this Policy that you filed in court.

This Policy doesn't exclude the jurisdiction of the National Labor Relations Board ("NLRB"), the Equal Employment Opportunity Commission ("EEOC"), state and local human rights agencies, and/or any law enforcement 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 or other proceeding with, or participate in an investigation or other proceeding conducted by, any government, regulatory or self-regulatory agency, including (without limitation) the EEOC, state or local human rights agency, and/or any law enforcement agency. You do not need the prior authorization of Citi to provide evidence or other information to any government, regulatory or self-regulatory agency, and you are not required to notify Citi that you have done so.

Nothing contained in this Policy is intended to prohibit or restrict you or Citi from providing evidence or other information to any government, regulatory, or self-

regulatory agency such as (without limitation) the Securities and Exchange Commission ("SEC"), the Commodity Futures Trading Commission ("CFTC"), The Department of Justice ("DOJ"), the Financial Industry Regulatory Authority, Inc. ("FINRA"), or the New York Stock Exchange ("NYSE"), or from participating in any reward program offered by any government, regulatory, or self-regulatory agency. You may also disclose confidential information, including trade secrets, to (a) any government, regulatory, or self-regulatory agency, including under Section 21F of the Securities and Exchange Act of 1934, Section 23 of the Commodity Exchange Act of 1936, or Section 7 of the Defend Trade Secrets Act of 2016 ("Defend Trade Secrets Act"), and the rules thereunder or (b) an attorney in connection with the reporting or investigation of a suspected violation of law or to an attorney or in a court filing under seal in connection with a retaliation or other lawsuit or proceeding, as permitted under the Defend Trade Secrets Act. You do not need the prior authorization of Citi to make these disclosures or provide evidence or other information to any government, regulatory, or self-regulatory agency, and you are not required to notify Citi that you have done so.

The disclosures permitted under this Paragraph are intended for regulatory and/or law enforcement purposes. It does not permit disclosure for commercial or competitive purposes of any confidential information, including trade secrets or attorney-client privileged information, to government owned, related or sponsored agencies, entities or enterprises that compete directly or indirectly with Citi and its businesses.

Claims covered under this Policy must be brought in arbitration in an individual capacity only for injuries or violations directly experienced by the party bringing the claim and must be adjudicated on an individual basis. As a result, you expressly waive any right, with respect to any claims covered under this Policy, to arbitrate violations or injuries that you did not directly experience. Neither you nor Citi may submit or maintain a class, collective or, with respect to any claims covered under this Policy, a non-individual representative action for resolution under this Policy or in any forum.

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 disputes covered by this Policy which might otherwise be brought on a class, collective or non-individual representative action basis. Accordingly, you may not participate as a class or collective action representative or as a member of any

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class, collective or, with respect to any claims covered under this Policy, of a non-individual representative action, and will not be entitled to any recovery from a class, collective or non-individual representative action in any forum. Any disputes concerning the validity of this class, collective and non-individual representative action waiver will be determined and enforced under and in accordance with the Federal Arbitration Act, and shall be decided by a court of competent jurisdiction, not by the arbitrator.

The arbitrator will have no power to adjudicate claims on a class, collective, or non-individual representative basis. The arbitrator will have no power to adjudicate or award remedies for violations that a party to the arbitration did not directly experience. The arbitrator will have power to adjudicate or award remedies only as to violations that a party to the arbitration directly experienced. Non-individual claims, including non-individual representative action claims brought pursuant to PAGA, place significant burden on arbitration. Therefore, the arbitrator cannot hear or decide non-individual claims. Claims may not be joined or consolidated in arbitration with disputes brought by other individual(s), unless agreed to in writing by all parties. The arbitrator will have no authority or power to make class or collective decisions or award class or collective remedies. Similarly, the arbitrator will have no authority or power to award penalties pursuant to PAGA other than for violations the individual employee directly experienced. Once appointed, the arbitrator may not consolidate more than one person's claims, and the arbitrator may not otherwise preside over any form of class, collective, or non-individual representative proceeding, including non-individual PAGA claims.

To the extent any dispute between you and Citi is not subject to arbitration for any reason, the class, collective and non-individual representative action waiver set forth in this Policy still applies to the extent permitted by law.

In the event this class or collective action waiver is found to be unenforceable with respect to any claim, then any such claim brought on a class or collective action basis must be decided by a court of competent jurisdiction, not an arbitrator, and the court will decide the claim as to which the class or collective action waiver was held unenforceable, provided that if any portion of the waiver remains valid, then the individual claim(s) will be heard and enforced in arbitration, and under no circumstance will the non-individual claim(s) be heard in arbitration.

If, for any reason, the non-individual representative action waiver is held unenforceable or invalid in whole or in part, then a court of competent jurisdiction, not an arbitrator, will decide the claim as to which the non-individual

representative action waiver was held unenforceable, provided that if any portion of the waiver remains valid, then the individual claim(s) will be heard and enforced in arbitration, and under no circumstances will the non-individual claim(s) be heard in arbitration.

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.

This Policy doesn't require that Citi institute arbitration before taking disciplinary action of any kind, including termination of employment. However, if you disagree with any such disciplinary 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.

For any dispute that by law cannot be subject to pre-dispute arbitration agreements, you and Citi may voluntarily agree to resolve that dispute by arbitration after the dispute has arisen. Such arbitration shall be governed by the same rules and procedures set forth in this Policy.

Arbitration rules and procedures

These rules and procedures will govern all arbitrations between Citi and its employees, including those conducted on a voluntary basis through mutual agreement of the parties, except as otherwise agreed by you and Citi.

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 the arbitration forum at the time of the filing of an arbitration claim, the rules and procedures of this Policy shall govern.

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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 General Counsel, Global Employment Law 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 to 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 also 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. The AAA's Employment Arbitration Rules and Mediation Procedures can be found at www.adr.org/employment.

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 qualified 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. 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), unless the parties agree otherwise. Throughout this Policy there will be references to AAA or FINRA, but only one set of these rules applies to any particular proceeding. 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. Confidential information and attendance at hearing

This Policy does not require that claims be kept confidential; however, Citi reserves the right to seek an appropriate order from the arbitrator(s) in order to protect personally identifiable ("PII"), client, confidential, proprietary or otherwise sensitive information. Other than the party and the party's representative, the arbitrator(s) shall have authority to exclude witnesses from the hearing during the testimony of any other witness and any person who isn't a witness from attending 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.

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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 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; strict 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 is obligated to follow and apply the law applicable to any claims covered by this Policy, and does not have the authority to enlarge upon or add to, subtract from or disregard, or otherwise alter your or Citi's rights under such laws. 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.

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- c. No precedential effect. No arbitration finding, ruling, order, award or decision will have any preclusive effect as to any other issues or claims in any other arbitration or court proceeding unless the party asserting preclusion and the party against whom preclusion is asserted were also named parties in the original arbitration.

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. The Federal Arbitration Act and enforcement

This Policy shall be governed by and enforced under the Federal Arbitration Act (Title 9 U.S.C.) ("FAA"). The award of the arbitrator may be enforced under the terms of the FAA 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. Timing of fee payments. Any required fees or costs for the arbitration shall be due no sooner than thirty days after receipt of an invoice from AAA or FINRA for those required fees or costs.

- d. Postponement/cancellation fees. Postponement and cancellation fees shall be payable, at the discretion of the arbitrator, by the party causing the postponement or cancellation.
- e. 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.
- f. Legal fees and expenses. Each side shall pay its own legal fees and expenses subject to Paragraphs 19(b) and 23 (a) and (b) above and to applicable law.

The allocation of expenses as provided for in items "a" through "e" 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 such amendments are distributed or provided to employees 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.

Allegra DiGia

A handwritten signature in black ink, appearing to read 'Allegra DiGia', is written over a light gray rectangular background.

Head of Employee Relations
and HR Policy COE

