ASSURANCE

INTRODUCTION

Citibank (South Dakota), N.A. (the "Bank") has established business relationships with independent third-party non-affiliated vendors ("Vendors") pursuant to which such Vendors make available to the Bank's cardmembers club memberships offering certain products and services (collectively "Products"), including club memberships offering certain non-insurance products and services (collectively "Membership Products").

In order to communicate these offers to persons holding credit cards of the Bank and authorized users of such cards (collectively "Cardmembers"), such Vendors may contact the Cardmembers by direct mail or telemarketing, sometimes employing the services of telemarketing firms and personnel not affiliated with the Bank ("telemarketers"), to solicit the purchase of their Products by Cardmembers.

The Attorneys General of Arizona, California, Colorado, Florida, Idaho, Illinois, Indiana, Iowa, Kansas, Kentucky, Maryland, Michigan, Mississippi, Missouri, Nevada, New Mexico, New York, North Dakota, Ohio, Oklahoma, Oregon, Pennsylvania, Puerto Rico, Vermont, Washington and Wisconsin; the Office of Consumer Protection of the State of Hawaii; and the Department of Administration of the State of Montana (referred to collectively as the "States"), acting pursuant to their respective consumer protection statutes, and the Bank enter into this Assurance concerning the marketing and sale of such Products to Cardmembers resident in their respective states and Puerto Rico.

The Bank and the States recognize the importance of ensuring Cardmember understanding of the Products so that Cardmembers may make informed decisions about their purchases, and

also recognize the necessity for ensuring that Cardmembers' accounts are charged for such purchases only with their express authorization.

IT IS HEREBY AGREED by the States and the Bank and its agents and employees, and in the event of a disposition of all or substantially all of its assets, its successors and assigns, that:

1. WRITTEN VENDOR AGREEMENTS AND MEMBERSHIP VENDOR AGREEMENTS

Any agreement between the Bank, or any affiliate of the Bank on behalf of the Bank, and a Vendor for purposes of making Products of a Vendor available for purchase by a Cardmember (a "Vendor Agreement") shall be in writing and shall contain the substance of the general consumer protection principles set forth in Section 2. For a period of five (5) years from the Execution Date of this Assurance, any Vendor Agreement entered into for the purpose of making Membership Products of a Vendor available for purchase by a Cardmember (a "Membership Vendor Agreement"), shall also contain the substance of the provisions set forth in Section 3.

2. PROVISIONS OF WRITTEN VENDOR AGREEMENT

This Section 2 sets forth the substance of the provisions that shall be contained in a Vendor Agreement and made applicable to the marketing and sale of Products to Cardmembers:

2.1 The Vendor Agreement shall provide that no solicitation, Product description, courtesy literature, renewal notice, fulfillment material, or other marketing material, whether communicated by mail, telephone, electronic or other means (hereinafter referred to collectively as "Marketing Materials"), or any telemarketing script used by Vendors or their telemarketers to solicit the purchase of their Products by Cardmembers ("Scripts") shall be deceptive under the deception standards of the respective state(s).

2.2 The Vendor Agreement shall provide that no Script or Marketing Materials shall be used by Vendors or their telemarketers to solicit a Cardmember for the purchase of a Product without the Bank's prior review and approval of the Script or the Marketing Materials.

2.3 The Vendor Agreement shall provide that Vendors and their telemarketers shall comply with all applicable consumer protection laws and regulations in connection with the marketing of Products to Cardmembers.

2.4 The Vendor Agreement shall provide that Vendors shall not charge a Cardmember's account with the Bank for a Product without the Cardmember's express authorization of the purchase.

2.5 If a Script or a written solicitation to purchase a Product mentions or refers to the Bank, the Vendor Agreement shall require that the Script or written solicitation clearly and conspicuously disclose the identity of the Vendor and that the Bank is not affiliated with the Vendor.

3. PROVISIONS OF WRITTEN MEMBERSHIP VENDOR AGREEMENT

This Section 3 sets forth the substance of the provisions that, for a period of five (5) years from the Execution Date of this Assurance, shall be contained in a Membership Vendor Agreement and made applicable to the marketing and sale of Membership Products to Cardmembers:

3.1 **Marketing Materials.** The Membership Vendor Agreement shall provide that no Marketing Materials or any Script shall be used by the Vendor or its telemarketers in

soliciting any Cardmember without the prior review and approval by the Bank of the Marketing Materials or Script. The Membership Vendor Agreement shall provide that all descriptions of Membership Products made in Marketing Materials or Scripts shall be substantiated by the Vendor to the Bank's satisfaction under commercially reasonable standards of due diligence as being materially accurate and complete.

3.2 Identity of Selling Entity. If the Marketing Materials or Script mentions or refers to the Bank in any fashion, the Marketing Materials or Script shall clearly and conspicuously disclose: (a) the identity of the Vendor; and (b) that the Bank is not affiliated with the Vendor. In the case of a Script, the required disclosures shall be made in the "opening" section of the Script, and the disclosure required by (b) shall be made in close proximity to the first textual reference to the Vendor. In the case of a written solicitation, the required disclosures shall appear in the first textual page of the solicitation, and the disclosure required by (b) shall be in close proximity to the first textual reference to the Vendor.

3.3 Plain Language Disclosure. Written solicitations, fulfillment materials, and renewal notices sent to Cardmembers, whether communicated by mail or electronically, shall clearly and conspicuously disclose the following information, as applicable, in plain language:

a. A brief description of the Membership Product;

b. Any important limitations or exclusions relating to the Membership Product;

c. [If applicable] The terms of the trial offer including when the trial period begins and its duration, and the fact that the Cardmember must affirmatively cancel before the end of the trial period to avoid charges;

d. The term membership fee for the Membership Product and, if a trial period is offered, the fact that the term membership fee will be charged to the Cardmember's account if the membership is not canceled before the end of the trial period;

e. [If applicable] The method to cancel membership before the end of the trial period and avoid charges, including a toll free telephone number;

f. [If applicable] A description of the automatic renewal provisions including the fact that: (i) the Vendor will automatically charge the Cardmember's credit card for the then-current membership fee; (ii) the Cardmember will receive written notice prior to the renewal billing with instructions for cancellation and how to avoid an automatic renewal charge; and (iii) to avoid an automatic renewal charge, the Cardmember must call or write prior to the renewal date to the designated toll-free number or address;

g. For Membership Products billed at one time for a term of six months or more, the Vendor's satisfaction guarantee/refund policy that a Cardmember may cancel his or her membership at any time during a specified period of the initial membership term and receive a full refund of the membership fee paid for the initial membership term. The specified period for such Membership Products shall be no less than six months from the date of purchase. For Membership Products billed

on a monthly basis, the Vendor's satisfaction guarantee/refund policy that a Cardmember may cancel his or her membership at any time and receive a full refund of the membership fee paid for the current month; and

h. The identity of the Vendor selling the Membership Product or the Club Name and, if different from the disclosed Vendor or Club Name, the billing entity.

The Bank previously has created a "Plain Language Box" and has required that a Plain Language Box be used by Vendors marketing Membership Products to its Cardmembers. A Plain Language Box in substantially the form attached hereto as Exhibit "A" shall be deemed to comply with the disclosure requirements of this Section 3.3.

3.4 Use of "Free" and "Free Trial" Offers. If Marketing Materials or a Script uses the word or phrase "free trial offer," "free," "no-cost," or any other word or phrase of similar import in describing a Membership Product or feature of a Membership Product or as an incentive to purchase a Membership Product, or the offer is for a Membership Product for which there is a free trial period at the end of which the Cardmember's account will be charged for the term membership fee unless the Cardmember has canceled:

a. The Cardmember shall not be charged for any portion of the free trial period or for any Membership Product characterized as "free" or without cost.

b. The Cardmember shall not be charged for the Membership Product until after the free trial period has terminated and the Cardmember has not canceled.

c. The Marketing Materials or Script shall clearly and conspicuously disclose:

i. The fact that if the Cardmember does not affirmatively cancel before the end of the free trial period, his or her account will be charged for the term membership fee for the Membership Product;

ii. When the free trial begins and its duration;

iii. The method to cancel and avoid any charge, including a toll-free telephone number; and

iv. The term membership fee for the Membership Product and how that amount will be charged to the Cardmember if no cancellation is made.

d. The fulfillment material sent to a Cardmember after the enrollment is made shall state clearly and conspicuously that the Cardmember's account will be charged automatically unless the Cardmember cancels within the free trial period, or substantially similar words.

e. No Marketing Materials or Script shall state or represent that the Cardmember is not making a purchasing decision by accepting the free trial offer.

3.5 Refund Policy. For Membership Products billed at one time for a term of six months or more, the Bank shall require that a Cardmember shall have the right, at a minimum, to cancel his or her membership at any time during a specified period of the initial membership term and receive a full refund of the membership fee paid for the initial membership term. The specified period for such Membership Products shall be no less than six months after the date of purchase. For Membership Products billed on a monthly

basis, the Bank shall require that a Cardmember may cancel his or her membership at any time and receive a full refund of the membership fee paid for the current month.

3.6 Express Authorization and Record.

a. No Cardmember's account with the Bank shall be charged for a Membership Product without the Cardmember's express authorization of the purchase. If the Cardmember must affirmatively cancel in order to avoid being billed for the Membership Product, such authorization shall be obtained by advising the Cardmember of the following, asking if the Cardmember's account can be charged and receiving his/her affirmative consent to purchase and be billed for the Membership Product:

i. The Membership Product being purchased and the amount to be billed for the Membership Product, which amount shall be no more than the applicable term membership fee, excluding renewals, for the relevant product;

ii. That the Cardmember's account will be charged, without any further action required by the Cardmember, and that the Vendor will notify the Bank so that the Bank can bill the membership fee to the Cardmember's credit card account;

iii. [If applicable] When the trial period begins and its duration;

iv. [If applicable] That unless the Cardmember cancels within the trial period, the Cardmember's account will automatically be charged the term membership fee for the relevant Membership Product;

v. [If applicable] The method of cancellation within the trial period, including a toll-free number.

b. A record of the authorization of purchase and payment required by Section 3.6.a shall be made and retained for at least 24 months, and shall be maintained in a manner that ensures the Bank's ready access to such record. The record shall be in written form if the purchase and payment were authorized by mail; by an audiotape recording if the purchase and payment were authorized by telephone and audiotaping is not objected to by the Cardmember; and by an e-mail to the Cardmember capable of being printed if the purchase and payment were authorized online. Any non-electronic written record of authorization must contain the signature of the Cardmember whose credit card is charged. In the case of an audiotaped authorization, the Cardmember shall be informed, prior to the beginning of the taping, that the call or the authorization portion of the call will be audiotaped. Once the audiotape has begun, it shall not be stopped nor a new audiotape created of the same Cardmember for the same transaction.

3.7 **Automatic Renewal.** If the Membership Product is billed at one time for a term of six months or more with an automatic renewal:

a. The Script shall clearly and conspicuously disclose that the Vendor will automatically charge the term membership fee to the Cardmember's account at the beginning of each new membership period, and shall advise the Cardmember of the length of the membership period and the fee for the initial membership period.

b. Between 30 and 60 days prior to the date on which the Vendor intends to bill a Cardmember's account for an automatic renewal of a membership club, the Vendor shall send to the Cardmember a renewal notice or renewal materials which shall include the information set forth below. If an envelope is used, the outside of the envelope containing those materials shall bear only the Cardmember's name and address, appropriate return address, appropriate information concerning the sender such as logo and club name, postage, and the following or substantially similar text in 14 point, upper case, bold font on the front side: "**IMPORTANT INFORMATION CONCERNING UPCOMING CHARGE FOR MEMBERSHIP RENEWAL.**" If such notice is delivered electronically, the following or substantially similar text shall appear in the subject line: "**UPCOMING CHARGE FOR MEMBERSHIP RENEWAL.**"

c. The Vendor shall include the following information either in a separate notice or letter that may be included with a mailing of other items, on the cover of any catalog, or on the front of the top page of any multi-page set of written renewal membership materials:

i. The following or substantially similar text in at least 12 point, upper case, bold font in the subject line or as the initial text in a paragraph containing only the text in (ii) below: **"UPCOMING CHARGE FOR MEMBERSHIP RENEWAL"**; and

ii. The following or substantially similar text in at least 12-point font in the text section: "You are a member of [club name]. Your current

membership term is due to expire, and will be automatically renewed, on [date]. You have the following choices:

(A) "Renew Your Membership. Do nothing and your membership will be renewed automatically and $_____ [renewal membership amount] will be billed to the credit card you designated for the billing of your initial membership charge. [if applicable] Remember that your renewal membership also comes with a full satisfaction guarantee.

(B) "Cancel Your Membership. To cancel your membership and avoid a [$ amount] charge to your account for renewal membership, you must call [Vendor or sponsoring entity] at [toll-free number] before the renewal date."

The Vendor may use a font smaller than 12 point for the above text if such smaller font is at least two points larger than the other text in the letter and is no smaller than 10 points.

4. PROVISION OF NONPUBLIC PERSONAL INFORMATION

The Bank shall not provide information about its Cardmembers to Vendors except in compliance with Title V, Subtitle A of the Gramm-Leach-Bliley Act of 1999 ("Act") and the Regulations promulgated thereunder by the Office of the Comptroller of the Currency ("Regulations") as such Act and Regulations may from time to time be amended or interpreted, and, with respect to residents of a state with a statute, regulation, order or interpretation that is

determined by the Federal Trade Commission to be more protective than the Act pursuant to Section 507 of the Act, any such state statute, regulation, order or interpretation.

5. IMPLEMENTATION

5.1 Time Period. The States acknowledge that compliance with this Assurance may require the execution of new Vendor Agreements, or the modification of existing Vendor Agreements, pursuant to which the Vendors that are parties to those Vendor Agreements may be required to implement certain changes with respect to the manner in which they solicit the purchase of Products by Cardmembers. Any Vendor Agreement entered into prior to the Execution Date of this Assurance shall be brought into compliance with the provisions of this Assurance at the earliest available renewal date for any such Vendor Agreement, but in no event later than one year after the Execution Date of this Assurance; provided, however, that changes to Vendors' printed materials are not required until the first regularly-scheduled printing cycle after such renewal date, but in no event later than one year after the Execution Date of this Assurance. Any Vendor Agreement entered into on or after the Execution Date of this Assurance shall comply with this Assurance.

5.2 Compliance Procedures. The Bank shall use reasonable procedures which are designed to assure its Vendors' compliance with the contractual provisions required by Section 3 of this Assurance and the Bank's compliance with this Assurance.

5.3 Electronic Delivery. Any notice, disclosure or other communication required by this Assurance to be made or delivered to Cardmembers may be made or delivered electronically in a message directed personally to the Cardmember, in accordance with

applicable law, to those Cardmembers who have authorized the electronic delivery of information.

5.4 Cardmember Inquiries. In the event a Cardmember makes a complaint or inquiry to the Bank stating, in substance, that a charge for a Product to the Cardmember's account is unauthorized, the Bank shall resolve such complaint or inquiry in accordance with applicable law.

5.5 Applications and/or Filings. To the extent required by the States' respective laws, a State may: (i) make an application to any appropriate State court for an order approving this Assurance, which shall be considered an Assurance of Voluntary Compliance as provided by the States' respective laws; or (ii) otherwise file this Assurance in any appropriate State court.

5.6 Effect of Assurance.

a. This Assurance: (i) constitutes a complete settlement and release by each of the States of all claims and causes of action relating to or based upon the subject matter of this Assurance which could have been asserted by them, either individually or collectively, under any federal consumer protection statutes or regulations or the consumer protection statutes or regulations of their respective states proscribing unfair and/or deceptive acts or practices,[1] any telemarketing

[1]ARIZONA - Consumer Fraud Act, A.R.S. §§ 44-1521 *et seq.*; CALIFORNIA - Bus. & Prof. Code §§ 17200 *et seq.* and 17500 *et seq*; COLORADO - Colorado Consumer Protection Act, C.R.S. §§ 6-1-101 *et seq.*; FLORIDA - Deceptive and Unfair Trade Practices Act, Fla. Stat. ch. 501.201 *et seq.* (1999); HAWAII - Rev. Stat. § 480-2; IDAHO - Consumer Protection Act, Idaho Code §§ 48-601 *et seq.*; ILLINOIS - Consumer Fraud and Deceptive Business Practices Act, 815 ILCS §§ 505/1 *et seq.* (1998); INDIANA - Deceptive Consumer Sales Act, Indiana Code 24-5-0.5-1 *et seq.*; IOWA - Consumer Fraud Act, Iowa Code § 714.16; KANSAS - Consumer Protection Act, K.S.A. 50-623 *et seq.*; KENTUCKY - Consumer Protection Act, KRS 367.110 *et seq.*; MARYLAND - Consumer Protection Act, Md. Code Ann., Com. Law II sec. 13-101, *et seq.*; MICHIGAN - Consumer Protection Act, M.C.L. 445.901 *et seq.*, M.S.A.

statutes or regulations, or any statutes or regulations regulating the Bank's practices relating to the sharing of Cardmember information with Vendors against the Bank or any of its agents or employees, or, with respect to dispositions of all or substantially all of its assets, its successors or assigns prior to the Execution Date of this Assurance; and (ii) resolves completely and finally the States' inquiry into the subject matter of this Assurance including the Bank's business relationships with Vendors pursuant to which Vendors make Products available to Cardmembers. No State will make a claim or institute any proceeding under any federal consumer protection statutes or regulations or the consumer protection statutes or regulations of their respective states proscribing unfair and/or deceptive acts or practices cited in footnote 1, any telemarketing statutes or regulations, or any statutes or regulations regulating the Bank's practices relating to the sharing of Cardmember information with Vendors against the Bank or any of its agents or employees, or, with respect to dispositions of all or substantially all of its assets, its successors or assigns, based upon conduct prior to the Execution Date of this Assurance that is related to the subject matter of this Assurance.

19.418(1) *et seq.* (1994); MISSISSIPPI - Consumer Protection Act, Miss. Code Ann. §§ 75-24-1 *et seq.*; MISSOURI - Merchandising Practices Act, §§ 407-010 *et seq.*; MONTANA - Mont. Code Ann. §§ 30-14-101 *et seq.*; NEVADA - Deceptive Trade Practices Act, Nevada Revised Statutes 598.0903 *et seq.*; NEW MEXICO - Unfair Trade Practices Act, NMSA §§ 57-12-1 *et seq.* (1978); NEW YORK - N.Y. Gen. Bus. Law §§ 349 & 350 and Executive Law § 63(12); NORTH DAKOTA - North Dakota Cent. Code, § 15-15-02, Chapter 51-15; OHIO - Ohio Consumer Sales Practices Act, R.C. §§ 1345.01 *et seq.*; OKLAHOMA - Consumer Protection Act 15 O.S. §§ 751 *et seq.*; OREGON - Unlawful Trade Practices Act, ORS 646.605 to 646.656; PENNSYLVANIA - Unfair Trade Practices and Consumer Protection Law, 73 P.S. §§ 201-1 *et seq.*; PUERTO RICO - Code Civil Proc.- Legal Proceedings 32 LPRA Sec. 3341, Monopolies and Restraint of Trade 10 LPRA Sec. 259 & 272;VERMONT - Consumer Fraud Act, 9 V.S.A. §§ 2451-2464; WASHINGTON - Unfair Business Practices/Consumer Protection Act, R.C.W. 19.86; WISCONSIN - Fraudulent Representations, Wis. Stat. sec. 100.18 (1).

b. So long as the Bank complies with this Assurance, no State will make a claim or institute any proceeding under any federal consumer protection statutes or regulations or the consumer protection statutes or regulations of their respective states proscribing unfair and/or deceptive acts or practices, any telemarketing statutes or regulations, or any statutes or regulations regulating the Bank's practices relating to the sharing of Cardmember information with Vendors against the Bank or any of its agents or employees or, with respect to dispositions of all or substantially all of its assets, its successors or assigns for any acts or practices covered by this Assurance; provided, however, that this Subsection 5.6(b): (i) shall terminate with respect to Section 3 of this Assurance after the expiration of the five (5) year period specified therein; and (ii) shall not apply to any federal or state statute, regulation or amendment enacted after the Execution Date of this Assurance.

5.7 **Disputes.** In the event of a dispute relating to this Assurance, the parties shall negotiate in good faith to resolve such dispute before initiating any action or proceeding relating to this Assurance. To this end, each party to this Assurance agrees not to initiate any action or proceeding against the other party based upon a dispute relating to this Assurance without first: (i) furnishing written notice of the dispute to the other party's designated representatives identified in Section 8 below at the addresses specified therein or such other addresses as may be designated by the other party and a copy of such notice to the Office of the Comptroller of the Currency; (ii) describing the nature of the dispute; (iii) allowing the party receiving the notice a period of fifteen (15) business days, or such

additional time as may be agreed, to provide a written response to the notice; and (iv) if requested by the party receiving the notice, meeting with the recipient party to discuss the dispute and alternatives to the initiation of any such action or proceeding based on all of the circumstances. If the party sending the notice is one of the State(s), the meeting to discuss the dispute shall be with the State(s) raising the dispute and, at the option of either party, may also include the States' representatives designated in Section 8. The meeting referred to in this section may be conducted by teleconference.

5.8 Notwithstanding any provision herein to the contrary, this Assurance shall not apply to any business activities conducted by a person or entity that hereafter owns or acquires the capital stock or assets of the Bank unless such acquisition pertains to all or substantially all of the credit card portfolios, capital stock or assets of the Bank. In that event, this Assurance shall apply only with respect to those business activities of the acquirer that relate to the credit card assets acquired.

6. RELATION TO OTHER AGREEMENTS AND LAWS OR INTERPRETATIONS

The parties recognize that situations may arise in which the provisions of this Assurance may conflict with, or differ from, other laws, rules, regulations, agreements or similar guidance relating to the subject matter of this Assurance. Sections 6.1 through 6.5 of this Assurance address such potential conflicts or differences.

6.1 **Other Agreement(s) by the States.** In the event that any of the States, whether acting independently, as part of a group of states and/or in conjunction with any other governmental entities, enters into any agreement, assurance, consent judgment, settlement,

or other binding document regarding the subject matter of any section herein (an "Other Agreement"), and after the notice and consultation required by Section 6.3 hereof, provided the State(s) have consented to the Bank's request for modification, the Bank may comply with, or may require a Vendor to comply with, such applicable provision(s) of the Other Agreement with respect to Cardmembers resident in the territorial jurisdictions of the State(s) entering into the Other Agreement, and such action shall constitute compliance with the counterpart provision(s) of this Assurance in such jurisdictions.

6.2 New Law(s) or Interpretation(s). In the event that a federal or state law, rule, regulation or a judicial or administrative interpretation respecting the subject matter of any section herein (a "New Law or Interpretation") is passed, adopted, officially communicated or rendered after the Execution Date of this Assurance, and after the notice and consultation required by Section 6.3 hereof, provided the State(s) have consented to the Bank's request for modification, compliance with the New Law or Interpretation in the jurisdiction(s) in which the New Law or Interpretation is applicable shall constitute compliance with the counterpart provision(s) of this Assurance with respect to those jurisdictions.

6.3 Notice, Consultation and Modification. If the Bank intends to comply with, or to require a Vendor to comply with, any provision of any Other Agreement (Section 6.1) in lieu of complying with a counterpart provision of this Assurance, or if the Bank believes that provision(s) of this Assurance have been superseded by a New Law or Interpretation (Section 6.2), the Bank shall: (i) notify in writing the States' representatives designated in Section 8 of the provision(s) of such Other Agreement with which the Bank intends to

comply or to require a Vendor to comply or the provision(s) of such New Law or Interpretation which it believes have superseded counterpart provision(s) of this Assurance; and (ii) request that this Assurance be modified accordingly, which modification may be effectuated by means of a letter agreement. Within thirty (30) days after such notice is sent, the States' representatives to whom the notice is addressed shall inform the Bank in writing whether the States will consent to the Bank's request for a modification of this Assurance, which consent shall not be unreasonably withheld. At the request of either the States or the Bank, the parties shall meet to discuss the provisions at issue and an appropriate manner in which to resolve any potential disagreement with respect to them. The meeting referred to in this section may be conducted by teleconference.

6.4 Inconsistent Other Agreements or Law or Interpretation. In the event that any federal or state law, rule, regulation or a judicial or administrative interpretation respecting the subject matter of any section herein (a "Law or Interpretation") or any Other Agreement, regardless of when adopted, rendered or executed, imposes requirement(s) that are inconsistent with any provision of this Assurance, the Bank may comply with, or may require a Vendor to comply with, such inconsistent requirement(s) of the Law or Interpretation or Other Agreement in the jurisdiction(s) in which the Law or Interpretation or Other Agreement is applicable, and such action shall constitute compliance with the counterpart provision(s) of this Assurance with respect to those jurisdiction(s). The Bank shall provide written notice to the States' representatives designated in Section 8, and to the Office(s) of the Attorney General of the affected

jurisdiction(s), of the inconsistent provision(s) of such Other Agreement or Law or Interpretation with which the Bank intends to comply or to require a Vendor to comply under this Section 6.4 and of the counterpart provision(s) of this Assurance which are inconsistent with such Other Agreement or Law or Interpretation.

A requirement of an Other Agreement or Law or Interpretation shall be deemed to be inconsistent with counterpart provision(s) of this Assurance: (i) if the Bank cannot comply with the Other Agreement or Law or Interpretation without violating counterpart provision(s) of this Assurance; or (ii) if compliance with the Other Agreement or Law or Interpretation would require a Vendor with whom the Bank has a business relationship to violate the contractual provisions required by this Assurance. The provisions of this Section 6.4 shall be self-effectuating and shall not require a modification of this Assurance.

6.5 OCC Directives or Instructions.

a. The Bank shall comply with, or, as appropriate, require a Vendor to comply with, any directive or instruction of the Office of the Comptroller of the Currency ("OCC") relating to the subject matter of any section herein, and action taken in conformity with any such directive or instruction shall not be deemed a violation of this Assurance; provided, however, that compliance with any such OCC directive or instruction shall not excuse the Bank's compliance with this Assurance unless said OCC directive or instruction imposes requirement(s) that are inconsistent with any provision of this Assurance.

b. In the event that any OCC directive or instruction relating to the subject matter of any section of this Assurance imposes requirement(s) that are

inconsistent with any provision of this Assurance, the Bank shall provide written notice to the States' representatives designated in Section 8. An OCC directive or instruction shall be deemed to be inconsistent with counterpart provision(s) of this Assurance: (i) if the Bank cannot comply with the OCC directive or instruction without violating counterpart provision(s) of this Assurance; or (ii) if compliance with the OCC directive or instruction would require a Vendor with whom the Bank has a business relationship to violate the contractual provisions required by this Assurance. The provisions of this Section 6.5 shall be self-effectuating and shall not require a modification of this Assurance.

7. NO WAIVER OR ADMISSION/MUTUAL RESERVATION OF RIGHTS

7.1 Except as provided in Section 5.6 of this Assurance, no party to this Assurance relinquishes or waives any legal rights or arguments with respect to this Assurance, its subject matter or enforcement, and the entry into this Assurance shall not be deemed to be a waiver of any legal right or argument.

7.2 The States acknowledge that it is the position of the Bank and the OCC that only the OCC may exercise visitorial powers over the Bank. The Bank and the OCC believe that these exclusive visitorial powers include, but are not limited to, the regulation, examination and supervision of Bank and Bank activities as well as the enforcement of applicable federal and state consumer protection laws, rules and regulations. Accordingly, the Bank expressly reserves the right to claim and/or argue that the power to supervise or enforce this Assurance and/or to examine for compliance with this Assurance resides solely with the OCC. The Bank acknowledges that it is the position of the States that the

States may enforce applicable federal and state consumer protection laws, rules and regulations against the Bank. Accordingly, the States expressly reserve the right to seek to enforce this Assurance and/or to seek to examine for compliance with this Assurance, and the Bank expressly reserves its right to respond by asserting the visitorial powers argument and/or defense described above.

7.3 The Bank expressly disclaims and denies any wrongdoing whatsoever. This Assurance and all negotiations, statements, and proceedings in connection therewith shall not be construed as or deemed to be evidence of an admission or concession on the part of the Bank of any liability or wrongdoing by it, and shall not be offered or received in evidence in any action or proceeding, or used in any way, as an admission, concession or evidence of any liability or wrongdoing of any nature on the part of the Bank, and shall not be construed as, or deemed to be evidence of, an admission or concession that any person suffered any damage. Neither this Assurance or any orders or documents contemplated herein or related hereto, nor any of the terms hereof or thereof, shall be offered or received in evidence as an admission of liability or wrongdoing on the part of the Bank. Vendors' compliance with the contractual provisions required by this Assurance shall not relieve such Vendors from their obligation to comply with all applicable laws, rules and regulations of the States.

8. **NOTICES.** All notices and other communications relating to this Assurance between the States and the Bank shall be in writing and shall be deemed to have been given when delivered in person to the parties' designated representatives at their addresses set forth below, or when received or refused if sent to the parties' designated representatives at their addresses given below

by registered or certified mail with return receipt requested, or to such other representatives or addresses as the parties shall designate by a notice sent in a like manner.

Representatives of the Bank:

Group General Counsel
Citibank, N.A.
399 Park Avenue, 6th Floor
New York, New York 10043

General Counsel
North America Credit Cards
Citicorp Credit Services, Inc.
One Court Square
Long Island City, New York 11120

Joseph S. Allerhand, Esq.
Peter N. Cubita, Esq.
Weil, Gotshal & Manges LLP
767 Fifth Avenue
New York, New York 10153-0119

Representatives of the States:

Consumer Frauds and Protection Bureau
State of New York
Department of Law
120 Broadway, 3rd Floor
New York, NY 10271

Consumer Law Section
Office of the Attorney General
110 West A Street, Suite 1100
San Diego, CA 92101

Consumer Fraud Bureau
Office of the Attorney General
500 S. Second Street
Springfield, IL 62706

Office of the Attorney General
109 State Street
Montpelier, VT 05609

9. **EXECUTION.** This Assurance may be executed in counterparts. This Assurance shall take effect on the "Execution Date," which shall be the date on which the Bank is notified in writing by the States that the Assurance has been executed by the Bank and by all of the States.

10. The Bank agrees to pay, within thirty (30) business days after the Execution Date of this Assurance, the sum of $1,600,000.00 to the States, in individual checks made payable to such accounts and addresses as the States shall direct. The States state that such sum shall be divided among the States as they may agree and may be designated for attorneys' fees and investigative

costs or for consumer education, litigation, public protection or local consumer aid funds, or any other purpose authorized by state law at the discretion of each State.[2]

WHEREFORE, the following signatures are affixed hereto as of the Execution Date.

CITIBANK (SOUTH DAKOTA), N.A.

By: _____

Attorneys for CITIBANK (SOUTH DAKOTA), N.A.:

WEIL, GOTSHAL & MANGES LLP
767 Fifth Avenue
New York, NY 10153

By: _____
Joseph S. Allerhand, Esq.

_____
Peter N. Cubita, Esq.

CORPORATE ACKNOWLEDGMENT

STATE OF)
:ss
COUNTY OF)

[2] With respect to the State of Colorado, the States state that said payment shall be utilized, first, for reimbursement of Colorado's actual costs and attorney fees and, second, to be held in trust by the Attorney General for future consumer education, consumer fraud, or antitrust efforts.

_____, being duly sworn, deposes and says:

I am a corporate officer of Citibank (South Dakota), N.A., the entity described in and which executed the foregoing Assurance. I have executed the aforesaid instrument with the consent and authority of Citibank (South Dakota), N.A. and those responsible for the acts of said entity and duly acknowledge same.

_____

Sworn to before me this

_____ day of _____, 2002

_____
Notary Public

FOR THE STATES

JANET NAPOLITANO
Attorney General
State of Arizona
NOREEN MATTS
Assistant Attorney General

BILL LOCKYER
Attorney General
State of California
SUSAN HENRICHSEN
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GARTH LUCERO
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Assistant Attorney General

JAMES E. DOYLE
Attorney General
State of Wisconsin
BARBARA TUERKHEIMER
Assistant Attorney General

EXHIBIT A

SAMPLE APPROVED PLAIN LANGUAGE BOX FOR A MEMBERSHIP PRODUCT FOR CITIBANK CARDMEMBERS (VERSION FOR ANNUAL MEMBERSHIPS)

The Plain Language Box brought to you by Citibank℠

At Citibank, we work hard to bring valuable offers and services to our customers and to ensure they are simple to understand and use. That's why we ask our service providers to include this Plain Language Box for special offers to Citibank Cardmembers. As part of our commitment to quality, customer satisfaction and business integrity, this Plain Language Box will help you to make an informed decision.

Citibank is committed to keeping you informed about marketing and promotional offers from reputable companies. However, if you prefer not to receive these offers by phone or mail, simply call Citibank Customer Service at [toll-free number].

[Vendor] tells you about the [Membership Product] in Plain Language.

The [Membership Product] offers [brief description of product/service]. For further questions, please contact [Vendor] at [toll-free number].

Some Important Exclusions	[Description of important exclusions, if any.]
Free Trial	[Membership Product] is free for [duration of trial period], during which time you are entitled to all the privileges and benefits of [Membership Product]. Your free trial begins when you receive your membership kit.
Price and Automatic Billing	Following the [duration of trial period] free trial, the annual membership fee of $[price] will be automatically billed to your Citibank credit card account unless you cancel.
How to Cancel and Avoid Charge	To avoid a charge to your Citibank credit card, you must cancel your membership before the end of the free trial period by calling [toll-free number].
Automatic Renewal	To ensure uninterrupted service, the membership fee for renewal will be charged automatically to your Citibank credit card at the beginning of the renewal period at the then-current membership fee. You will receive written notice prior to renewal billing. To avoid a charge for the renewal fee, you must cancel the renewal of your membership by calling [toll-free number] prior to the renewal date.
Satisfaction Guarantee	You may cancel during [the specified period of] your membership and receive a [description of applicable refund].
Service Provider	[Membership Product] is provided by [Vendor and Vendor Address]. Citibank (South Dakota), N.A., and its corporate affiliates are not responsible or liable in connection with [Membership Product] or the services provided thereunder.