



## Credit and Collateral Regulations for Corporate Banking Customers

applies to customers serviced in the Bank's branches which before the merger date (30 April 2015) were branches of BNP Paribas Bank Polska S.A., customers serviced in the Bank's branches which before the merger date (30 April 2015) were branches of Bank Gospodarki Żywnościowej S.A., and who under relevant annexes to loan agreements have become subject to these Regulations, and to all new customers of the Bank

### PART I

#### General provisions

##### §1 Application scope of the Regulations

1. These Regulations shall be applicable to credit (loan) agreements and collateral actions concluded by the Bank with entrepreneurs and farmers.
2. Credit (loan) agreements refer to any agreements that entail credit risk for the Bank, based on which the Bank provides an entrepreneur or a farmer indicated in the agreement with appropriate funds subject to their repayment or with other solutions indicated in the agreement.  
Detailed terms and conditions on specific types of credit (loan) agreements are presented in Part II of the Regulations and are binding upon those Borrowers that use the respective forms of financing.
3. Collateral actions are agreements or unilateral statements concluded or accepted by the Bank in order to secure the Bank's receivables arising from credit (loan) agreements.

##### §2 Explanation of terms and expressions

The terms and expressions used in these Regulations shall have the following meaning:

- a) Bank - Bank BGZ BNP Paribas Spółka Akcyjna, with its seat in Warsaw;
- b) current credit term - a period within the financing term for which the Bank may render the working capital loan available;
- c) available balance - total amount of funds accumulated on the account and increased by the funds made available by the Bank under credit facilities within the account, but decreased by all amounts blocked on the account by the Bank;
- d) business day - every weekday from Monday through Friday when the Bank performs its credit or collateral activities, with the exception of public holidays;
- e) interest due date - means the day of a month, and if such day is not a business day, then it shall mean the first business day that follows;
- f) EURIBOR - Euro Interbank Offered Rate - an interest rate of interbank deposits in EUR, published at the EURIBOR website in the Reuters Monitor Money Rates Service at 1 p.m. (local time);
- g) other receivables - receivables due to the Bank under an agreement other than credit receivables, specifically, other receivables are interest, commissions and fees;
- h) derivative instrument - option, futures contract, swap, FX forward agreement and other property right whose price depends directly or indirectly on the price or value of financial instrument, foreign currency, interest rates, yield, financial indices, financial ratios, commodities, climate change indices, freight rates, greenhouse gas emissions levels, inflation ratios or other official statistical data, and also other assets, rights, commitments, indices or ratios (underlying instruments);
- i) Borrower - an entrepreneur or farmer with whom the Bank has entered into a loan agreement;
- j) credit (loan) - funds or facilities that the Bank provides to the Borrower for a specified period under an agreement, earmarked for a specific purpose; the Borrower shall return the funds to the Bank along with interest, commissions and fees due at scheduled repayment dates and fulfil other obligations resulting from the agreement;
- k) working capital loan - a credit facility designed for financing the Borrower's current needs related to the business activity conducted;
- l) investment loan - a loan other than working capital facility, specifically extended to finance the Borrower's investment outlays specified in an agreement;
- m) cross rate - FX rate applied by the Bank to exchange one foreign currency into another

foreign currency; the exchange is made in such a way that the base foreign currency is first exchanged into PLN at the Bank's buying rate and then the funds obtained are exchanged into a target foreign currency at the Bank's selling rate;

- n) LIBOR - London Interbank Offered Rate - an interest rate of interbank loans in different currencies in the London market, published at the website called LIBOR01 in the Reuters Monitor Money Rates Service at 1 p.m. (local time);
- o) receivables - any receivables due to the Bank under the agreement;
- p) loan receivables - loan amount or its portion that the Borrower is obligated to repay to the Bank;
- q) interest period - a period under the agreement and recurring through the whole current credit term or financing term, starting from the day following the end of the previous interest period and lasting to interest due date under the agreement (exclusive), however:
  - (i) the first interest period starts on the day of the loan disbursement date and lasts till the nearest interest maturity date (exclusive this day), and
  - (ii) the last interest period lasts until the last day of the current credit term or financing term (inclusive this day).

If the agreement does not specify any interest period, the interest period shall be one, three or six months, depending on the variable interest rate type stipulated in the agreement;

- r) fifth day of a month - means the fifth day of a month, and if such day is not a business day, then it shall mean the first business day that follows;
- s) Banking Law Act dated 29 August 1997 (consolidated text in: Journal of Laws of 2015, item 128, as amended), along with implementing rules, likewise each Act that amends or supersedes the aforesaid Act along with implementing rules to such amended or superseded Act;
- t) entrepreneur - an entrepreneur under Article 43 (1) of the Civil Code Act dated 23 April 1964 (consolidated text in: Journal of Laws No. 2014, item 121, as amended);
- u) currency conversion - exchange of foreign currencies made by the Bank at a buying/selling rate prevailing at the Bank on the day of such conversion, and in the case of conversion of one foreign currency into another foreign currency - at the cross rate; FX standard rates prevailing at the Bank are available at the Bank organizational units, on the Bank's website, at the Call Centre of the Bank, or provided by the Bank in any other way; currency conversion may be made with the Bank's consent only;
- v) farmer - a natural person, legal person or organisational unit without legal personality that is granted legal capacity by the provisions of law, and runs an agricultural activity within the meaning of the agricultural tax law provisions;
- w) Table of Commissions and Fees - a document that includes a list of commissions and fees applied by the Bank;
- x) tranche - a portion of a loan disbursed in a specified amount and on a scheduled date based on the Borrower's instruction, or as a result of circumstances stipulated in the agreement or the Regulations;
- y) making credit available - providing the Borrower with credit funds, while the disbursement of the credit made available may depend on the fulfilment by the Borrower of conditions determined in the agreement and Regulations;
- z) credit disbursement - crediting the Borrower's account with credit funds or transferring the credit funds by the Bank into an account indicated

by the Borrower, likewise other circumstances of a similar nature (e.g. granting a guarantee or opening a letter of credit) as a result of which the Bank transfers the credit funds or loses control over such funds due to the Borrower's earlier instructions;

- aa) agreement - an agreement on granting the loan, unless the content of these Regulations provides otherwise;
- bb) Entity Establishing the Collateral - an entity that has established legal collateral in favour of the Bank that secures the repayment of receivables; provisions of the Regulations shall be applicable to the Entity establishing the collateral, accordingly;
- cc) loan (credit) currency - a currency specified in the agreement, in which loan receivables are posted and credit interest accrues;
- dd) WIBOR - Warsaw Interbank Offered Rate - an interest rate of interbank loans in PLN, published at website called WIBO in the Reuters Monitor Money Rates Service at 11.30 a.m. (local time);
- ee) collateral - a right authorising the Bank to satisfy its due receivables in case the Borrower fails to repay them, or, as the case may be - any legal transaction that is the source of such right;
- ff) creditworthiness - capacity to repay any contracted loan along with due interest, fees and commissions at dates specified in the agreement, likewise capacity to fulfil other obligations stipulated in the agreement;
- gg) variable base interest rate - LIBOR, EURIBOR or WIBOR; in the case the base interest rate reaches a negative value - for the purpose of the loan interest rate calculation it is assumed that the base interest rate is zero.

##### §3 Disclosure obligations of the Borrower

Subject to §17, the Borrower shall:

- a) provide the Bank with reliable and true immediate information about all legal actions taken, judicial decisions and facts that affect the legal, economic and financial situation of the Borrower, in particular of the following:
  - (i) intention to conclude and conclusion of other loan, credit facility, leasing or factoring agreements, granting any suretyship, accessing to debt or assuming any obligations under promissory notes, if the value of obligations resulting from such agreements exceeds, within a financial year, 10% of the value of the Borrower's own funds calculated as at the end of the previous full fiscal year;
  - (ii) any derivative instruments' transactions concluded with third parties, in the scope and form indicated by the Bank; the above information should be provided to the Bank on a quarterly basis and additionally at the Bank's every request, within two (2) business days of receiving such a request;
  - (iii) intention to encumber and encumbering the Borrower's assets by a value exceeding, within a financial year, 10% of the Borrower's own funds calculated as at the end of the previous full financial year, in connection with any obligations, whether his own or third parties', towards any third parties;
  - (iv) intention to alienate and alienation of the Borrower's assets, by a value exceeding, within a financial year, 10% of the Borrower's own funds calculated as at the end of the previous full fiscal year, except for sale performed within the scope of the business activity pursued.
  - (v) changes in the agricultural production volume, area and quality of real estate classified as agricultural land, production direction and production assets, size and quality of the livestock, which may result in a deterioration of the economic and financial standing of the

Borrower that threatens timely repayment of any obligations due to the Bank (it applies to a natural person who is a farmer),

- (vi) petition filed to declare bankruptcy or to initiate restructuring proceedings concerning the Borrower,
- b) immediately disclose any information or documents requested by the Bank, in particular:
- (i) its identification, registration and corporate data, information on representation and filed applications for data change, including specifically the following:
- extracts from the National Court Register ("KRS") or another register of similar type (or their electronic versions),
  - VAT PL (NIP - Tax Identification Number),
  - REGON (statistical number),
  - tax residence certificate,
  - information about their ownership and capital structure,
- (ii) information about the Borrower's financial and economic situation, creditworthiness and capability of duly fulfilling its obligations towards the Bank, including in particular:
- F-01 reports, financial reports, consolidated financial reports - within 14 days of their preparation, however not later than within two (2) months after the end of the quarter concerned,
  - balance sheet, profit and loss account, cash flow statement - within 14 days of their preparation, however not later than within 3 months of the balance-sheet date,
  - expert auditor's report and opinion regarding the financial statements - within 14 days of receiving them, however not later than within six (6) months of the balance-sheet date,
- (iii) number of persons employed, property rights that the Borrower is entitled to and encumbrances, if any, established on such rights, and financial commitments (both balance sheet and off-balance sheet ones), likewise any issued judicial decisions obligating the Borrower to satisfy pecuniary claims, including judicial decisions pending appeal, and information about other banks that the Borrower keeps accounts with;
- (iv) allow authorised employees of the Bank, and other persons authorised by the Bank to conduct audit of the Borrower's accounting books and trade documents at the Borrower's site in order to recognise his business and financial standing, course of transactions financed, economic structure of assets and liabilities, manner of a credit utilisation, likewise value of collateral established, and in particular submit to the Bank the following documents: up-to-date certificates issued by the Tax Office and Social Security Office (ZUS) confirming no arrears in any payments due to the above institutions - at the Bank's request, however, at least once a year;
- (v) all other information or documents requested by the Bank, which, in the Bank's opinion, may be necessary to assess the Borrower's financial and economic situation.
- c) immediately notify the Bank about any essential changes related to the information presented to the Bank; and with respect to a natural person being a farmer - about the sale or lease of a farm business or its part and equipment and about the establishment of a right of use thereon, about a combination, division of the farm business or a change in the ownership structure if such changes result or may result in a deterioration of the Borrower's economic and financial standing; the obligation to notify the Bank about the expiration of the right to represent the Borrower, a change in the manner of representation, or changes of persons authorised to represent the Borrower, exists regardless of appropriate changes made in relevant registers;

The obligations specified herein above are considered fulfilled as far as the Borrower has published the relevant information or documents pursuant to separate regulations governing disclosure obligations related to the listing of the Borrower's shares on the Warsaw Stock Exchange.

#### §4 Representations and warranties

1. When signing an agreement, any persons representing the Borrower shall represent that they are authorised to effectively contract financial obligations on behalf of the Borrower.
2. By concluding an agreement, signing an annex thereto, likewise instructing the Bank to disburse a loan or credit facility, the Borrower represents and warrants that:
  - a) it is an entity validly incorporated and organised under the law applicable to the venue of its

registered office, and holds all the consents, licences, permits or authorisations (of both relevant State and local government bodies, likewise its internal bodies), which are required to conduct its activity in compliance with the law, and further, it also ensures that the aforesaid statement shall remain valid over the entire duration of the agreement;

- b) the Borrower has obtained any necessary permits and authorisations to conclude the agreement and establish collateral, likewise to effect payments under the aforesaid agreements that are enforceable and binding obligations of the Borrower;
  - c) the Borrower has taken all necessary steps in order to conclude the agreement and establish collateral, likewise to fulfil any obligations under the aforesaid agreements in a manner that shall not violate the company's memorandum and articles of association, founding deed, internal regulations, applicable laws and any other agreement that the Borrower is a party to, or is bound with, or any other relevant documents;
  - d) no court action is pending against the Borrower, no arbitration or administrative procedures that pose a threat to the Borrower or its property, which could result in a significant adverse impact on its ability to comply with its obligations under an agreement or collateral agreements to be concluded with the Bank, or the legality, validity or effectiveness of those agreements;
  - e) neither a bankruptcy petition, motion for starting composition agreement proceedings or rehabilitation or restructuring or other similar proceedings related to the Borrower's insolvency or risk of insolvency have been filed against or by the Borrower nor any of the above proceedings has been instituted against the Borrower, nor the Borrower is under liquidation;
  - f) the Borrower has not failed to fulfil any obligations related to the Borrower's contractual or public commitments that could materially and adversely affect the Borrower's capacity to fulfil any obligations under the agreement or collateral agreements, to be concluded with the Bank, or which could result in illegality, invalidity or ineffectiveness of the provisions of the agreement or collateral agreements to be concluded with the Bank; nor is there any risk of such a failure;
  - g) the Borrower's obligations resulting from the agreements and collateral agreements entered into with the Bank are within the scope of repayment priority or satisfaction not subordinated to any obligations resulting from the agreements made between the Borrower and other entities, except for such obligations whose repayment priority or satisfaction arises from generally applicable law;
  - h) the Borrower is not in arrears with any liabilities of public or legal nature (such as tax liabilities or social security contributions, etc.), and that there are no claims in connection with such liabilities of public or legal nature;
  - i) the Borrower's assets are free from any encumbrances and rights of any third parties, and in particular they have not been established as collateral for any commitment towards third parties;
  - j) any information and documents related to the agreement and delivered to the Bank by the Borrower are correct and complete, and fully reflect the Borrower's legal, financial and economic situation;
  - k) the Borrower is not aware of any essential information, documents or circumstances the disclosure of which could result in the Bank's refusal to grant, renew the credit or change the provisions thereof;
  - l) the Borrower irrevocably waives the option to offset the Borrower's claims towards the Bank with any of the Borrower's payment obligations due to the Bank;
  - m) without the Bank's consent, the Borrower shall not grant to any third parties (except the Borrower's employees) any authorisations or powers of attorney the scope of which matches with the Bank's powers arising from the authorisations and powers of attorney granted earlier by the Borrower; the authorisations and powers of attorney granted by the Borrower to the Bank in connection with concluding the agreement are irrevocable, and they shall not expire upon the principal's death (in the event the principal is an individual).
3. A natural person who is a farmer additionally represents that until the repayment of all receivables due to the Bank under the credit (loan) agreements concluded:

- a) s/he will maintain the agricultural production volume at least equal to the level presented to the Bank in the application for granting the Credit (Loan),
- b) s/he will maintain the area of real estate classified as agricultural land held by the Borrower under an ownership title, leasehold agreement or contract on lending for use, equal at least to the

level presented to the Bank in an application for granting the credit (loan); as regards leasehold agreements or contracts on lending for use, the obligation is deemed fulfilled if the Borrower holds a title to the above real estate for a period not shorter than resulting from the contents of the leasehold agreements or contracts on lending for use which were presented to the Bank in the application for granting the credit (loan),

- c) s/he will maintain the quality of real estate held and used, classified as agricultural land, in good agricultural culture that guarantees keeping the right to receive area subsidy payments and will ensure that no reasons for losing the right to receive area subsidy payments or the need to return them, will arise,
  - d) s/he will maintain the size of the livestock at the level that guarantees keeping the production volume equal at least to the level presented to the Bank in the application for granting the Credit (Loan),
  - e) s/he will maintain the remaining production assets, in particular machinery and farm buildings, at the level that guarantees running agricultural production equal at least to the level presented to the Bank in the application for granting the Credit (Loan),
  - f) s/he shall obtain the Bank's consent to make any changes regarding:
    - agricultural production volume,
    - area and quality of the real estate classified as agricultural land,
    - other production assets,
    - production direction,which changes may result in a failure to fulfil the above-mentioned obligations of the Borrower due to the Bank, indicated in sections a) through e) and deterioration of the Borrower's economic and financial standing, threatening the timely repayment of any receivables due to the Bank under the agreement. The consent must be given in writing, otherwise it shall be deemed null and void.
4. The statements made pursuant to items 2 and 3 above do not refer to any circumstances that the Borrower has informed the Bank of in writing. The Borrower shall immediately notify the Bank about any changes related to the circumstances referred to in items 2 and 3 above.
5. The Borrower declares that he was notified that:
- a) during the term of the agreement, it is required to take into account the interest rate risk and currency risk when determining the amount of debt to be repaid,
  - b) currency risk consists in:
    - increase of the loan debt and the amount of loan principal instalments or loan principal and interest instalments denominated in Polish currency due to the loan currency appreciation;
    - decrease of the loan debt and the amount of loan principal instalments or loan principal and interest instalments denominated in Polish currency due to the loan currency depreciation;
  - c) interest rate risk means that:
    - in the case of increase in the variable base interest rate (i.e. LIBOR, EURIBOR or WIBOR rate) - the loan interest rate will be higher, likewise the amount of loan principal instalments or loan principal and interest instalments;
    - in the case of decrease in the variable base interest rate (i.e. LIBOR, EURIBOR or WIBOR rate) - the loan interest rate will be lower, likewise the amount of loan principal instalments or loan principal and interest instalments;

#### §5 Creditworthiness assessment

1. Only the Bank shall be authorised to assess creditworthiness of the Borrower and of a person applying for a loan. Upon a motion of the entity applying for a loan the Bank shall submit a written explanation on the creditworthiness assessment made. The Bank may decide to make delivery of such an explanation conditional upon payment of a relevant fee by the Borrower.
2. The Bank may refuse to grant a credit (loan) or give consent to amend credit terms and conditions without giving reasons, and shall not be liable for any costs incurred by the person applying for the loan (the Borrower) in relation to the preparation and filing of a credit application.

#### §6 Term of financing

1. The Bank shall make the loan (credit) available to the Borrower for the "financing term" whose length is specified in the agreement.

2. If the financing term is determined in the agreement as one year or 12 months it shall be understood as 364 days.
3. The financing term commences on the day the loan agreement comes into force and continues for the period indicated in the agreement.
4. Subject to item 2 above, the financing term will expire on the day that corresponds with the agreement's date of coming into force, and if there was not such a day in the last month - on the last day of that month. The financing term end-date is the due date of the Bank's receivables unless pursuant to the agreement, they would be due earlier.
5. In the case the last day of the financing term does not fall on a business day, the financing term shall be prolonged until the nearest business day.
6. Termination of the agreement, irrespectively of its reasons, prior to the lapse of the financing term, shall result in shortening of the financing term until the day of the agreement termination.
7. The Bank may render a loan available also for subsequent current credit terms, within the financing term.
8. Duration of the first current credit term is specified in the agreement. The length of the subsequent current credit terms will be determined in the Bank's notification regarding making the loan available for the subsequent current term. Provisions of items 2 through 6 shall apply respectively.
9. The credit (loan) shall be made available to the Borrower for subsequent current credit terms upon a written application of the Borrower subject to the written consent of the Bank. The Bank's consent is conditional primarily on whether the Borrower's creditworthiness is maintained or not.
10. Applications for making the loan funds or facility available to the Borrower for a subsequent current credit term should be submitted by the Borrower at least two months prior to the expiry of the previous current credit term. The Bank may agree to render the loan available to the Borrower for a subsequent current credit term despite filing the respective application after the above due date.
11. The Bank shall notify the Borrower about making the credit (loan) available for a subsequent current credit term. Should there be no notification of making the credit (loan) available for a subsequent credit term or should there be a notification that such consent was not given, the credit (loan) will not be extended for the subsequent current credit term and the Borrower shall return the credit (loan) funds on the last day of the current credit term validity at the latest; however, the Bank is not obligated to make the (credit) loan available for any subsequent credit terms.
12. Making the credit (loan) available for a subsequent current credit term does not imply renewal of the obligation and does not require signature of an annex to the agreement, unless other stipulations of the credit (loan) agreement are changed.
13. Thirty (30) days before the end of the current credit term, the Borrower may request from the Bank a written confirmation of the decision on making the credit (loan) available for the next current credit term, provided that the Borrower's application has been submitted in due time.
14. Discontinuity of the current credit term does not prevent the Bank from providing the credit available again unless the agreement is terminated.

#### **§7 Commissions and Fees**

1. The Borrower is obliged to pay a fee for the title indicated in the agreement or in the fee & commission table.
2. Commissions and fees are debited to the Borrower's account held with the Bank. The Bank debits the account without any additional instructions from the Borrower.
3. The origination fee for granting the credit (loan) is due on the day the agreement is signed.
4. The amount of the commission for the first current credit term is specified in the agreement. The amount of the commission for each subsequent current credit term shall be agreed by the Bank and the Borrower upon filing the Borrower's application for making the loan available for the next current credit term.
5. The Bank may charge a commitment fee (on unused credit facility amount) on the credit (loan) made available but not utilised (in full or in part) / on the credit (loan) tranche made available but not utilised in the amount specified in the agreement. The fee is charged for each day the credit (loan) is not utilised, assuming that a year has 365 days, starting from the date the credit (loan) was made available (in full or in some portion) until the last allowable day of the credit (loan) utilisation. The fee is calculated on the amount which is a difference between the credit (loan) amount / loan tranche amount determined in the agreement / credit amount indicated in the Borrower's statement (for overdraft facilities) and the amount of the utilized credit

(loan) in a specific period / as at a specific day and will be charged:

- a) for revolving credits - the fee will be charged monthly on the last day of a month, and when it is not a business day, on the first business day that follows,
  - b) for non-revolving loans - at the latest, on the loan / loan tranche disbursement date, or at the latest on the date of the ineffective lapse of the loan disbursement term.
6. The obligation to pay a fee for the non-revolving loan prepayment (in full or in some portion), follows the Bank's decision on counting the paid amount towards repayment of a non-matured loan. A payment following the Borrower's termination of the loan agreement shall also be deemed prepayment. The fee rate is determined in the agreement or in the Table of Commissions and Fees.
  7. The fee for any amendments to the agreement is determined by the Bank and is due on the day of signature of a relevant annex to the agreement. The obligation to pay the fee on account of a loan currency change arises at the moment the Bank has changed the loan currency. The amount of the credit after the currency change constitutes the basis for setting the relevant fee.
  8. Any paid commissions and fees shall not be returned, even if the loan granted has not been used by the Borrower.
  9. Information on commissions and fees currently binding at the Bank is available in the Bank units, on the Website or through the Call Centre.
  10. The Bank reserves the right to unilaterally make a change to the Table of Commissions and Fees in the part regarding credits (loans) if at least one of the following circumstances occur:
    - a) change of costs the Bank must incur to perform actions provided for in the Regulations, including the costs of electricity, telecommunication or IT connections,
    - b) changes in the scope, manner or form of performing the actions covered by the Regulations, including technology related changes;
    - c) necessity to adjust the level of commissions and fees to competitive offers,
    - d) change of legal provisions which affect the Bank's operations or the increase of costs the Bank incurs in connection with its operations specified in the Regulations,
    - e) change of macroeconomic conditions which affect the Bank's operations or the increase of costs the Bank incurs in connection with its operations specified in the Regulations.
  11. The Borrower may be notified of changes made in the Table of Commissions and Fees in particular via email.
  12. Within 14 days of receiving information regarding the amendments to the Table of Commissions and Fees, the Borrower may terminate the agreement, otherwise it is deemed that he/she has accepted the amendments and they are binding.
  13. The Bank may also charge fees related to the credit (loan) granted, in the course of the agreement, calculated and payable pursuant to the Table of Commissions and Fees on the day the obligation to pay such fees arises. The up-to-date table of commissions and fees is available from every Bank's branch and the Bank's website: <http://www.bgzbnpparibas.pl>.
  14. The Bank may charge an administrative fee which is determined as at the last day of the preceding calendar quarter:
    - a) on the amount of the credit/limit which remains available as of that date - for products in the form of a revolving credit line,
    - b) on the amount of a disbursed loan that remains outstanding as of that date - for non-revolving products (including guarantees issued under non-revolving guarantee credit lines and letters of credit opened under non-revolving lines of letters of credit).

The fee shall be payable on the 15th day of the first month of the specific quarter or on the first business day after that date, and in the event the date of the credit/loan repayment or expiry of a guarantee or a letter of credit falls before that date - on the date of the full credit/loan repayment, expiry of the guarantee or letter of credit, on the basis of the amount of the credit/limit provided available, or the amount of the loan disbursed and outstanding immediately before the repayment/expiry. The current amount of the fee is determined in the Table of Commissions and Fees. The Bank may change the fee once a year if there is at least one of the factors listed in para. 10 of this article.
  15. Transitional dates of charging the administrative fee for Q1 and Q2 of 2017 are determined:
    - a) for Q1 of 2017 - on or after 15 April 2017, on the basis of the exposure (within the meaning of para. 14 a) and b) above) as at 31 March 2017,

- b) for Q2 of 2017 - on or after 15 April 2017, on the basis of the exposure (within the meaning of para. 14 a) and b) above) as at 31 March 2017,

The fees for consecutive periods, starting from Q3 of 2017, shall be calculated and charged pursuant to para. 14 above.

#### **§8 Making a credit (loan) available and its disbursement**

1. The Bank provides a credit (loan) available to the Borrower from the agreement conclusion date, unless the agreement provides otherwise and subject to item 2 below.
2. For overdraft facilities, the credit is made available to the Borrower when the Bank confirms that the Borrower has fulfilled credit disbursement conditions or making the credit available conditions, whereas if the overdraft facility agreement refers to conditions of making the credit available, they are considered identical with the disbursement conditions to the extent determined in the Regulations.
3. The Bank shall disburse the credit made available upon the fulfilment of the following conditions (disbursement conditions):
  - a) payment of commissions (fees) due,
  - b) opening a current account by the Borrower in the Bank in the credit currency,
  - c) establishment of collateral, unless the agreement provides otherwise,
  - d) payment of all and any public and legal fees related to the credit granting and establishment of collateral, and
  - e) fulfilment of other conditions for making the credit available, as specified in the agreement.

The confirmation of the fulfilment of the disbursement conditions is effected by presenting appropriate documents to the Bank.

4. In the event that within 3 months of the agreement conclusion, the Borrower has failed to satisfy the conditions necessary for the loan disbursement, then the Bank may withdraw from the agreement or terminate it, even if the conditions are satisfied after the aforesaid period. The Bank may submit a statement on withdrawal from the agreement within one year of the agreement conclusion date, with immediate effect.
5. The Borrower shall, within three (3) months of agreement conclusion, make instructions to disbursement of a working capital facility or a non-revolving loan in full or in some portion. Should the loan not be disbursed within this term, even in some portion, the Bank may lower the loan amount by the unused portion.
6. The loan shall be disbursed by the Bank within 3 business days of satisfying all and any conditions that determine credit availability and disbursement. If an instruction made by the Borrower is also required for the credit (loan) disbursement, the time frame shall be determined from the date of obtaining such instruction by the Bank, and fulfilment of other disbursement conditions, whichever occurs later.
7. An investment loan or its part is disbursed on the basis of a drawdown instruction submitted by the Borrower, or without such an instruction where the agreement so stipulates. To the drawdown instruction, the Borrower attaches payment documents (invoices, bills, etc.) that identify a bank account into which the Bank makes a transfer against the loan - in the case of refinancing the investment costs, it is the current account of the Borrower held with the Bank - as well as documents confirming that the loan will be disbursed in accordance with the purpose determined in the agreement. The Bank independently assesses whether a payment is consistent with the loan purpose. The loan is disbursed in the net amount (i.e. without VAT) or gross amount in the event the Borrower is not a VAT payer, indicated in payment documents submitted by the Borrower, unless the agreement provides otherwise.
8. Disbursement of the loan despite the Borrower's failure to fulfil all the terms and conditions, upon which the disbursement depended, shall not discharge the Borrower from the immediate fulfilment of the aforesaid terms and conditions.
9. If the loan was made available in tranches, the subsequent loan tranches shall be disbursed upon the fulfilment of relevant additional conditions specified in the agreement for the disbursement of specific tranches.
10. The Bank may refuse to disburse the credit (loan) (or a loan tranche), including to issue a guarantee or open a letter of credit, in particular if:
  - a) after the Bank has made the decision to grant the loan, it turns out that the Borrower fails to duly perform its obligations towards the Bank other than those related to the agreement under which the loan is to be disbursed, or the Borrower has provided false information which affects the assessment of the Borrower's creditworthiness, or the agreement conditions have been otherwise violated, or the Borrower has lost its creditworthiness as a result of circumstances the



Bank became aware of after making the decision on granting the loan (e.g. as result of instituting enforcement proceedings against the Borrower's property), or

- b) there is a circumstance which constitutes a violation of the loan granting conditions or such a circumstance would occur as a result of the loan disbursement, or
  - c) it is not possible for the Bank to acquire on the interbank financial market the funds in the amount and currency necessary to disburse the loan or a tranche of the loan for a given period of time or within the time period allowing the Bank to disburse the loan or a tranche of the loan pursuant to the agreement.
11. As a result of the credit (loan) disbursement, the credit (loan) is rendered available by the Bank to the Borrower in the currency of the credit (loan). In case of any economic situation changes that substantially affect the Bank's risk related to providing credit (loan) in a foreign currency or in case of a substantial decrease of availability of the foreign currency in the financial market, the Bank is entitled to exchange the credit (loan) foreign currency into PLN. Such a conversion is made based on the Bank's written statement addressed to the Borrower. The currency change becomes effective unless the Borrower terminates the loan whose currency is to be changed in this way. However, the loan may be terminated by the Borrower provided that all receivables due under the loan used so far and other receivables have been repaid in the loan currency before its change. The loan termination statement may be submitted within 30 days from the day of receiving the Bank's statement on the loan currency change. Any commissions and fees accrued on the loan amount with respect to which the termination was effectively made shall be returned by the Bank to the Borrower.
  12. If the Borrower makes an instruction to pay funds from the credit (loan) disbursed in the currency other than the credit (loan) currency, the Bank may make a currency conversion, provided that this currency is available at the Bank at the moment.
  13. Funds from the working capital loan being disbursed are transferred to the Borrower's current account held in the Bank or to another account specified by the Borrower. The disbursement is made on the basis of a loan drawdown instruction, pursuant to terms and conditions defined in the agreement. In the case the disbursed loan currency is different from the currency of the current account to be credited, the Bank shall transfer funds from the disbursed loan after the currency conversion.
  14. The Bank shall transfer funds from the loan disbursed in another currency than the loan disbursement currency on the second business day following the loan disbursement. Funds are transferred in the amount specified on the loan disbursement date. However, the date of payment of funds under the loan disbursed is considered the loan disbursement date.
  15. In order to satisfy the Bank's matured receivables due from the Borrower on account of the agreement signed regarding a derivative instrument - the Bank is entitled to disburse from the loan made available but not disbursed in full or in some portion, an amount equal to the Bank's matured receivables and count it towards the receivables repayment, despite the Borrower's different instruction and regardless of the Borrower's fulfilment of all the terms and conditions necessary for the loan disbursement. If the loan currency is different from the currency of the receivable being repaid, the Bank shall convert the respective loan amount into the currency of the receivable.
  16. In the event that the Borrower:
    - a) failed to fulfil the obligation to establish in favour of the Bank the collateral required under a separate agreement to secure a non-matured or contingent receivable of the Bank arising from a transaction regarding a derivative instrument, or
    - b) failed to establish the collateral required by the Bank pursuant to §18 item 5 of the Regulations,Irrespective of the Borrower's instruction to the contrary, and regardless of the Borrower's fulfilment of all the terms and conditions necessary for the loan disbursement, the Bank is entitled to independently disburse, from a loan granted but not disbursed in full or in part, a loan amount equal to the amount that the Borrower would be obliged to pay on account of derivative instruments transactions, as per the Bank's valuation of the Borrower's commitments towards the Bank under such transactions, which valuation was made as if the payment term of the said amount fell on the day of the Bank's valuation.

The loan amount disbursed in the way specified above shall be charged by the Bank on account of establishing a security deposit by the Borrower through assignment of the respective amount as collateral in favour of the Bank, under article 102 of the Banking Law. The security deposit shall collateralise the Bank's non-matured or contingent receivable due from the Borrower under derivative instrument transactions concluded between the Borrower and the Bank. On account of the Bank's using the amount assigned in this way to the Bank, it shall pay to the Borrower compensation equal to the

interest amount due to the Bank from the Borrower on account of the loan from the amount of which the collateral was established. If the loan currency is different from the currency of the receivable being collateralised, the Bank shall establish a security deposit upon conversion of the relevant loan amount into the currency of the collateralised receivable.

17. Foreign currency buy and sell rates applied by the Bank, hereinafter referred to as "FX rates," are determined by the Bank on the basis of the following:
  - a) average market FX rates of specific foreign currencies applied on the interbank FX market, published in the Thomson Reuters information service, hereinafter referred to as the "Average Market Foreign Exchange Rates", and
  - b) foreign exchange spreads determined in the Bank, pursuant to the rules determined below.
18. In the case that an Average Market Foreign Exchange Rate is not published in the information service referred to above, the Bank sets the FX Rates based on data relating to the Average Market Foreign Exchange Rates published in another information or transaction service. Should it be the case, information on the source of data relating to the Average Market Foreign Exchange Rates, on the basis of which the FX Rates have been set, is provided in the FX Table valid at the Bank.
19. The FX Rates are fixed by the Bank under the following rules:
  - 1) A foreign currency sell rate, hereinafter referred to as the "Sell Rate", is set as an Average Market Foreign Exchange Rate increased by a foreign exchange spread set for foreign currency sale, hereinafter referred to as the "Currency Sell Spread" which is calculated in the following manner:  
Currency Sell Spread = Average Market Exchange Rate x sale correction factor.
  - 2) A foreign currency purchase rate, hereinafter referred to as the "Buy Rate", is set as an Average Market Foreign Exchange Rate increased by a foreign exchange spread set for foreign currency purchase, hereinafter referred to as the "Currency Buy Spread" which is calculated in the following manner:  
Currency Buy Spread = Average Market Exchange Rate x purchase correction factor.
20. The difference between the Sell Rate and the Buy Rate of a given currency, calculated in line with the rules specified above, is a Foreign Exchange Spread which is a sum of the Currency Sell Spread and the Currency Buy Spread.
21. The Bank sets the value of the purchase correction factor and the sale correction factor depending on the interbank foreign exchange market volatility, liquidity of particular currencies and competitiveness of FX Rates offered to the customers, while the amount of:
  - 1) the Currency Sell Spread or the Currency Buy Spread calculated using these coefficients may not be higher than **5% of the Average Market Foreign Exchange Rate**, whereas
  - 2) the Foreign Exchange Spread calculated using these coefficients may not be higher than 10% of the Average Market Foreign Exchange Rate, with the proviso that the amount of these factors may be changed no more than once in a calendar month.
22. Information on the amount of the sale correction factor and the purchase correction factor is published in the form of an official notice available from the Bank's branches, call centre or the Bank's website - [www.bgzbnpparibas.pl](http://www.bgzbnpparibas.pl).
23. Foreign currency rates binding at the Bank are published in the FX Table valid at the Bank from the day and time indicated therein until another FX Table becomes valid at the Bank. FX rates may vary during the day on which they are set.
24. On each business day two FX Tables valid at the Bank are prepared:
  - 1) the first one, valid from 8.45 am, and
  - 2) the last one, valid from 4.15 pm.
25. Irrespective of the times specified in item 24, the Bank may prepare a new FX Table valid at the Bank, if in the time span between these hours, the Average Market Foreign Exchange Rate changed by at least half the value of the Foreign Exchange Sale Spread or the Foreign Exchange Purchase Spread in relation to the FX Table valid at the Bank and the change affected at least one currency listed in the FX Table valid at the Bank.
26. The FX Table valid at the Bank includes FX Rates determined on the basis of the Average Market Foreign Exchange Rates prevailing in the interbank currency market at 15 minutes prior to the time specified in the table, from which a given table is valid.
27. Current FX Tables valid at the Bank are available at the Bank's branches, in the electronic banking system and they are published on the Bank's website - [www.bgzbnpparibas.pl](http://www.bgzbnpparibas.pl).
28. The rules and terms of fixing the FX Rates may be changed in the following cases:
  - 1) new legal provisions are introduced or the existing ones are amended with regard to fixing rates or foreign exchange spreads by banks, if this requires introducing this sort of changes at the Bank,

2) decisions or recommendations are issued by bank supervision bodies, competition and consumer protection bodies or other state bodies entitled to do this, to the extent these changes include adjusting solutions adopted at the Bank to these decisions or recommendations.

## § 9 Loan (credit) interest rate

1. The loan interest shall accrue for the actual number of days from the loan (loan tranche) disbursement day inclusive until the day preceding the loan repayment. The interest shall be calculated on the loan amount actually used.
2. The loan interest shall be calculated using a fixed or variable interest rate.
3. A fixed interest rate cannot be changed over the Financing Term, subject to item 11 below.
4. A variable credit (loan) interest rate corresponds to a variable base rate specified in the agreement, increased by a number of percentage points specified in the credit (loan) agreement ("margin").
5. Any change of the variable base interest rate shall not be considered an amendment to the agreement. Change of the variable base interest rate shall result in an automatic change of the variable interest rate, accordingly.
6. The variable base interest rate may refer to LIBOR, EURIBOR or WIBOR rate.
7. The variable base interest rate is set for the first time on the loan disbursement day at the rate published two business days (established according to the country where the rate is published) before that day.
8. The variable base interest rate shall be updated by the Bank for the first time:
  - a) on interest maturity date that falls in a month following the month of the first loan disbursement, if that date differs from the loan disbursement date,
  - b) on interest maturity date that falls after the period corresponding to the variable base interest rate period (1M, 3M, 6M, etc.) indicated in the agreement and counted from the credit disbursement date - if the interest maturity date is the same as the credit disbursement date.
9. The Bank shall make subsequent updates of the variable base interest rates regularly in periods of time corresponding to the variable base interest rate periods (1M, 3M, 6M, etc.) specified in the agreement and counted from the last update date.
10. Every update of the variable base interest rate is made at the rate published two business days (established according to the country where the rate is published) before that day.
11. The fixed interest rate or margin stipulated in the agreement may be increased accordingly in order to cover costs incurred by the Bank in relation to granting the loan. This may take place if in the course of the financing term, under law regulations implemented after the agreement conclusion, the Bank will become obligated to establish loan-related provisions, special funds, deposits or pay similar fees. Instead of increasing the margin, however, the Bank may charge an additional commission or fee to the Borrower.
12. Where:
  - a) the agreement does not specify the interest rate, or
  - b) variable base interest rate, applicable to the currency of the credit facility or its tranche, is not published, or
  - c) the actual cost of respective financing by the Bank is higher in the interbank financial market than the amount of the published variable base interest rate, applicable to the currency of the credit facility or its tranche, or
  - d) it is not possible to set the interest rate for any other reason,the Bank shall individually determine the interest rate that shall be the total of the Bank's margin and appropriate interest rate established by the Bank in good faith, based on available and credible sources, inclusive of the costs of acquisition by the Bank of the required amount for a given period.
13. Interest rate shall be set per annum. Interest for one day is calculated by dividing the interest rate by:
  - 365 days for all credits (loans), except:
    - a) loans repaid in equal principal and interest instalments,
    - b) credits (loans) granted before 1 August 2016 other than overdraft facilities,
  - 360 days for credits (loans) listed in item 13 sections a) and b).
14. The Credit (Loan) interest rate may not be higher than the maximum interest rate. In the event the credit (loan) interest rate set forth in the manner stipulated in the agreement is higher than the maximum interest rate, the Bank shall charge interest equal to the maximum interest for this period.

### §10 Grace period

In the event the agreement provides for a grace period, the following provisions shall apply:

- grace period shall be set in months,
- grace period commences on the first day of the month that follows the month in which the credit disbursement period has expired,
- grace period shall not extend the financing term,
- grace period for the credit repayment shall not apply to other receivables due to the Bank, in particular the interest.

### §11 Currency of (credit) loan repayments

- Repayment of the receivables shall be made in the (credit) loan currency.
- Repayment of the receivables in the loan currency may also be preceded by currency conversion made by the Bank. The currency conversion is applied in particular when a foreign currency (credit) loan is repaid by debiting the Borrower's PLN account agreed upon for repayments.
- The above-mentioned rules shall be also applied accordingly when the Bank offsets its obligations under the agreement with the Borrower's receivables under the agreement.

### §12 Loan (credit) prepayment

- Unless the Bank and the Borrower specify otherwise in writing, any prepayment of receivables may be effected provided that the following conditions are fulfilled jointly:
  - the loan prepayment amount may not be lower than 25% of loan amount,
  - the loan prepayment amount equals the nearest loan instalment to be repaid or the sum of several nearest loan instalments to be repaid,
  - prepayment shall be made on the maturity date of the loan instalment.
- The Bank, in the first place, shall count the amount paid towards the loan receivables that are due the earliest. The Bank shall count the payment towards relevant receivables on the third day after receiving the instruction, at the latest, however, not later than on the repayment date of the matured receivables.
- In the case there are insufficient funds on the Borrower's bank account to cover the relevant prepayment fee, the Bank shall be entitled to decrease the loan prepayment amount by the fee due. The Bank is also authorised to count the amount of the prepayment, in full or in some portion, towards the receivables due to the Bank from the Borrower on the day of making the instruction, arising from a title other than the agreement.

### §13 Methods of receivables repayment

- Any credit (loan) receivables shall be repaid at their maturity (payment date) at the latest into the bank account designated in the agreement.
- In the event the loan amount is to be repaid in equal instalments and it is not divisible into equal instalments, the instalment amount will be rounded down, depending on the loan currency, either to full Polish zlotys or other respective currency, and the last (balancing) instalment will constitute the difference between the loan amount disbursed and the total of the remaining instalments.
- The receivables shall be repaid by the Bank's debiting of the Borrower's account up to the balance available at the receivables' maturity day. The Bank may debit the account without a separate instruction of the Borrower. The Borrower shall ensure that there are sufficient funds on the account to allow the repayment.
- In the event the receivables are to be repaid into a credit account of the Bank (the Bank's internal account), the funds earmarked for the receivables repayment should credit that account at the receivables maturity date at the latest.
- The Bank may at any time designate an account other than the one indicated in the agreement to be credited by the Borrower with funds necessary to cover the Bank's receivables. Such change is made through the Bank's statement and shall not require conclusion of any annex to the agreement.

### §14 Default on payments

- In case any liabilities are not repaid at their maturity until 2.00 p.m. Warsaw time, they shall become past due debt.
- To repay the past due debt, the Bank is authorised to debit each account held by the Borrower with the Bank, without the need to submit a separate instruction by the Borrower to that effect. In the situation that repayment of a past due debt is made through the Bank's debiting of the Borrower's account maintained in other currency than the currency of the past due debt, the Bank shall debit such account after a respective currency conversion.

- In the event there are insufficient funds on the Borrower's account at the Bank to repay the past due debt, the Bank is authorised to debit also the guarantor's accounts maintained by the Bank with the amount of the past due debt.
- The Bank shall calculate interest on past due debt at the maximum default interest rate stipulated under Article 481 of the Civil Code Act dated 23 April 1964 (consolidated text in: Journal of Laws of 2014, item 121, as amended).
- If a Borrower is late with repayment of the Borrower's obligation on account of a loan granted, the Bank will request the Borrower to make the repayment, and informs the Borrower that the Bank may file an application for restructuring the debt in the manner and under the rules determined in the Banking Law.
- The Bank shall notify the Entity Establishing the Collateral of any delays in the loan repayment, in a manner elected by the Bank, particularly: in writing, by phone, by e-mail or facsimile.

### §15 Allocation of loan (credit) repayments

- Any credit (loan) repayments received shall be allocated by the Bank towards its due receivables in the following order:
  - court and enforcement costs and other costs and expenses charged to the Borrower covered by the Bank,
  - commissions and fees,
  - interest on past due debt,
  - contractual interest,
  - principal receivable (loan principal).
- The above-mentioned order of receivables repayment refers to the receivables arising from all credit (loan) agreements concluded between the Bank and the Borrower, and any determination that a given amount is transferred to repay a specific agreement shall not change the aforesaid repayment order.
- The Bank may change the aforesaid order of receivables repayment specified in item 1 hereof without the need to justify the change made.

### §16 Financing term extension

- The financing term may be extended only upon the Bank's written consent; otherwise such extension shall be null and void.
- Extension of the financing term shall not be regarded as a conclusion of a new agreement (renewal) but as an amendment to the existing agreement under which the Bank granted the loan. Granting credit for the next current credit term processes under the rules stipulated in the Regulations.

### §17 Other obligations of the Borrower

- In the course of the agreement, without the Bank's prior written consent, the Borrower shall not:
  - (*repealed*)
  - grant powers of attorney to third parties (except the Borrower's employees) so that they could use the Borrower's accounts held with the Bank, assign any rights arising from such accounts to third parties, establish pledges on such rights or impose other restrictions as to the use of the accounts by any third parties,
  - use the loan for any other purpose than indicated in the agreement,
  - neither establish any pledge or mortgage (subject to Article 72 of the Act on Land and Mortgage Registers and Mortgages and Article 311 of the Civil Code) nor otherwise encumber any of its assets, whether owned now or purchased in the future, in connection with obligations (own or other persons') towards third parties.
- Furthermore, the Borrower shall also:
  - maintain the Borrower's current accounts with the Bank within the financing period and channel the Borrower's settlements through the aforesaid accounts,
  - lawfully conduct the Borrower's business, in particular, obtain any necessary permits, licenses and concessions,
  - lawfully keep the Borrower's accounting books and records, and commission independent auditors to review the Borrower's financial statements, if it is required by law,
  - promptly and duly perform the Borrower's obligations towards the Bank, likewise ensure timely and due performance of any obligations towards the Bank by entities in which the Borrower holds interest or shares that entitle him to control such entities, or by entities which are otherwise controlled by the Borrower,
  - promptly and duly pay liabilities of public and legal nature, in particular taxes and social security contributions,

- promptly and duly fulfil the Borrower's private legal obligations, specifically towards other financial institutions,
- maintain the Borrower's property in a non-deteriorated state (except for deterioration caused by normal wear and tear resulting from regular business activity) and its insurance in the manner suitable for the type of business activity and risks to which his property may be exposed, in order to guarantee the continuity of the business activity, likewise inform the Bank on any damage occurring (or possible, in his reasonable opinion, to occur) in this property,
- when contracting credit commitments towards third parties, to establish collateral for such commitments only on the condition that, at the same time, similar collateral is established in favour of the Bank, on pari passu terms, for each loan granted by the Bank that remains outstanding, so that the level of the Bank's security is at least the same, in the Bank's opinion, as the one of the collateral items established in favour of third parties that finance the Borrower, in particular as regards the type, priority, value and quality of collateral established for the Borrower's liabilities towards the Bank on account of the loan taking into account the loan type, amount and term, and if establishing such collateral is not possible, to establish other collateral or additional collateral in favour of the Bank in the form and value required by the Bank.

### §18 Loan Collateral - General Provisions

- The Borrower shall immediately establish the legal collateral stipulated in the agreement.
- At the Bank's request, the Borrower shall immediately establish additional legal collateral in case:
  - the Borrower's creditworthiness has materially deteriorated or is jeopardized, or
  - the value of the existing collateral for the credit has decreased or the Bank's risk related to the credit collateral has substantially increased due to other reasons, or there is a risk of such change, or
  - the credit collateral established earlier has become ineffective, or
  - the Bank has become entitled to terminate the Agreement.
- In the above-mentioned cases, the Bank shall be authorised to determine the type, manner of establishment, likewise conditions of the additional credit (loan) legal collateral.
- Until the time of establishing the additional credit (loan) collateral, the Bank may withhold the credit (loan) unused or repaid portion (as regards revolving facility).
- In the case:
  - the Borrower's contracting or intention to contract a financial commitment towards a third party (including also derivative instrument transactions), or
  - the Borrower makes or intends to make any transaction with a third party which results or may result in the encumbrance of the Borrower's assets in connection with the Borrower's own commitments or commitments of third parties, which in the Bank's opinion may have an adverse effect on the Borrower's ability to perform obligations due to the Bank on account of the loan or derivative instrument transactions concluded with the Bank,at the request of the Bank, the Borrower shall immediately establish, in favour of the Bank, collateral or additional collateral for the Bank's receivables on account the credit and on account of derivative instrument transactions. The form and value of such collateral or additional collateral shall correspond, in the Bank's opinion, to the increased credit risk of the Bank resulting from the above.
- The Borrower shall take any actions towards the party establishing collateral to ensure fulfilment of any obligations under the collateral agreement by the party establishing collateral, likewise to maintain the collateral value, and immediately notify the Bank about any circumstances which may result in the reduction in value for the Bank of the collateral accepted. In the event of the Borrower's failure to satisfy the said obligations, the Bank may deem that the collateral does not meet the requirements specified by the Bank, and therefore the Bank is authorised to request establishment of the additional collateral.
- The Bank is not obliged to notify the Entity Establishing the Collateral of any events related to the agreement performance, in particular, of any amendments to the loan agreement, loan prepayment or refusal to disburse the loan. In the event that the Bank is required under the binding law to notify the Entity Establishing the Collateral of any specific circumstances connected with performance of the agreement by the Borrower, the Bank shall elect at its discretion the manner of sending respective notification, in particular, such notification may be sent by mail, fax, e-mail, delivered in person or communicated by telephone.

8. The Bank is authorised by the Borrower to provide the Entity Establishing the Collateral, at a request of the latter, with the agreement, likewise information on the Borrower's outstanding debt balance and receivables repayment dates. The Bank is not obliged to notify the Borrower about the above request made by the Entity Establishing the Collateral.
9. Towards the Bank, the Entity Establishing the Collateral may not plead either the lack of awareness of the Borrower's obligations, or the lack of information of the Borrower's financial standing or creditworthiness.
10. The Entity Establishing the Collateral may not require the Bank to disclose detailed information on the collateral established by other persons, including the collateral established by the Borrower.
11. Any costs related to the credit (loan) legal collateral shall be covered by the Borrower. In particular, this refers to the following costs connected with:
  - a) establishment, change, supplementation or maintaining the effectiveness (validity) of collateral,
  - b) management, safekeeping or guarding of the collateral assets, likewise the manner of maintaining the collateral,
  - c) release of the collateral asset (including cancellation of respective collateral entry),
  - d) satisfaction of claims against the collateral.
12. The Bank may satisfy its claims against the collateral in a sequence selected at its discretion. The possibility of satisfying its claims against the collateral is not conditional upon ineffective enforcement of the receivables due from the Borrower.
13. The Bank is authorised to inspect at any time, on its own or through third parties, the condition of the collateral asset, whereas the Borrower and the Entity Establishing the Collateral are obligated, at the Bank's request, to immediately enable the Bank or a third party to conduct such an inspection and to provide an valuation (or revaluation) of the collateral value. The valuation (or revaluation) of the collateral value may also be commissioned by the Bank to be performed by a third party at market conditions. If the valuation is justified because the collateral value materially decreased or because not less than three (3) years have passed since the previous assessment was conducted, the Borrower shall cover the assessment costs; however, the obligation to pay these expenses arises only at the Bank's request.

#### **§19 Agreement termination under a notice of termination of the credit (loan) and events of default**

1. The Bank may notice to terminate the agreement in accordance with the Banking Law provisions applicable to credit (loan) agreements. In the event the conditions of a credit agreement termination are fulfilled, the Bank may also decrease the amount of the granted loan or its specific tranches (in full or in part) or increase the margin by up to 5 percentage points, yet maximum by such an amount that the total contractual interest rate should not exceed the maximum interest rate.
2. In particular the following shall be deemed the breach of the loan granting conditions:
  - a) submission of false or incomplete information by the Borrower with respect to the information required under § 3, 4, 17 and 18 of the Regulations, and any change of circumstances or breach of the obligations set out in the provisions of the aforementioned paragraphs, which in the Bank's opinion materially increase the credit risk,
  - b) a material change of the Borrower's ownership or capital structure without the Bank's prior written consent; the material change is deemed to be the following:
    - (i) loss of control (over 50% of shares (interest)) by the composition of shareholders existing as at the agreement conclusion time, or loss of their right to elect the majority of the composition of management or supervisory bodies,
    - (ii) a change which results in a loss of control by the entity having, as at the agreement conclusion date, the status of the Borrower's controlling entity, where the control means that the controlling entity, directly or indirectly:
      - holds the majority of voting rights in any governing body of the Borrower, also by means of agreements with other right holders, or
      - holds the right to appoint or revoke the majority of the members of the Borrower's governing or supervisory bodies, or
      - is authorised to set out financial and operational policies for the Borrower, individually or through person or entities it has appointed under a contract concluded with other holders of voting rights,
  - c) any material change of the object of the Borrower's business operations or moving of the Borrower's registered office outside the territory of Poland, without the Bank's prior written consent,

- d) merger with another entity, division or transfer of the Borrower's enterprise to any entity under any title whatsoever, without the Bank's prior written consent,
  - e) encumbrance or alienation of real estate mortgaged in favour of the Bank without the Bank's prior written consent,
  - f) termination (or any other early dissolution) of credit facility or loan agreement, likewise any other agreement which involves credit risk, concluded with the Borrower by any financial institution (including the Bank), likewise any situation where regardless of non-termination of such agreements, there were reasons to terminate them; the above also applies to the parent company (within the meaning of the Code of Commercial Companies and Partnerships Act of 15 September 2000, consolidated text in: Journal of Laws of 2013, item 1030, as amended) of the Borrower and the company for which the Borrower is a parent entity;
  - g) the Borrower's delay in performance of the Borrower's matured pecuniary obligations for longer than three months,
  - h) occurrence of another event which, according to the Bank, may materially impair the legal, economic or financial situation of the Borrower to the extent jeopardising its ability to duly perform its obligations arising under any agreement concluded with the Bank.
3. In the event of termination of the agreement, the Borrower shall lose the right to utilise the unused or repaid (for the revolving credit) part of the credit or facility upon serving the notice of termination by the Bank.
  4. In the event a guarantee credit line agreement, letter of credit line agreement, multi-option credit line agreement or multi-option premium credit line agreement have been terminated with a notice or if not all receivables under such agreements have been paid on the last day of the financing term, any matured receivables denominated in currencies other than the credit limit currency will be converted by the Bank into the currency of the credit limit and aggregated into one receivable. The currency conversion and aggregation of the matured receivables takes place on the date the Bank files a request for appending an execution clause to the extrajudicial enforcement title or the date the Bank files a petition for payment of such receivables, at the latest.
  5. Upon the agreement termination, the Bank shall also be entitled to convert the loan currency into PLN, likewise to offset its receivables with the dues to the Borrower arising from the Borrower's bank accounts held with the Bank (without the need to submit a separate declaration of will), despite the fact that the receivables payment term will fall on the date of the lapse of the agreement notice period. The Bank shall immediately notify the Borrower about such an offset made. The loan currency conversion into PLN shall also result in a change of the loan interest rate into an average (standard) interest rate currently applied by the Bank for the relevant PLN loan type.

#### **§20 Delivery of Letters**

1. Any letters from the Borrower to the Bank should be addressed to the Bank's branch which maintains the Borrower's current account.
2. Any letters sent by the Bank to the Borrower's last address shall be deemed duly served, unless the Borrower earlier notified the Bank, at least 7 days in advance, of the Borrower's new mailing address. If the Borrower has a bank account with the Bank which involves a possibility to use electronic access channels (electronic banking system), any declarations or statements of the Bank for the Borrower can be sent using such channels / systems.
3. If the Bank has an e-mail address or fax number of the Borrower received in the course of so-far cooperation, or if the Borrower indicated an e-mail address or fax number for correspondence delivery purposes, any letters sent by the Bank via e-mail or fax shall also be deemed duly served.
4. Letters shall be deemed duly served on the following dates:
  - a) if delivered in person or by a courier – on the day of their receipt,
  - b) delivered by fax or e-mail – on the day of confirmation of a correct fax transmission or email sending date,
  - c) if delivered via electronic channel / internet banking system – at the moment of its correct entry in the electronic channel / internet banking system,
  - d) if delivered by mail – on the date of delivery of a letter or on the day of the advising of its delivery to the last address given to the Bank by the Borrower or to the address revealed in the register in which the Borrower is entered.

#### **§21 Complaints**

1. The Borrower may lodge complaints (reservations) in the Bank concerning services provided by the Bank. For a Borrower who is a natural person, rules defined in items 2-4 shall apply.
2. Complaints may be lodged (i) in writing – in person in the Bank's branches or registered office, or by mail sent to the address of the Bank's branch or registered office, (ii) orally – by telephone at the call centre number +48 22 566 99 99 (a call charge according to operator's price list), or in person to be minuted in the Bank's branch or registered office, and (iii) by electronic means - through electronic banking systems or using a complaint form at the Bank's website: [www.bgzbnpparibas.pl](http://www.bgzbnpparibas.pl). Full contact details of the Bank's branches and registered office are provided at the website and in the Bank's branches.
3. When the Borrower has lodged a complaint, the Bank considers the complaint and provides a reply to the Borrower in paper or using another read-only data carrier, whereas the Bank replies to the Borrower by email at the Borrower's request.
4. The complaint is considered by the Bank and the reply is provided immediately, no later than within 30 days of the date of the complaint receipt. In particularly complex cases that prevent the Bank from resolving the complaint within the above time frames, in the information delivered to the Borrower, the Bank explains the reasons for the delay, specifies the circumstances that need clarification and sets a time scale for solving the complaint that cannot exceed 60 days of the complaint receipt, if the Borrowers are natural persons.

#### **§22 Amendments to the Regulations**

1. The Bank is authorised to change the Regulations or implement new regulations according to the rules of changing an agreement specimen during the continuing contract term. The Bank informs the Borrower on any amendments to the Regulations or implementation of new regulations by sending to the Borrower a text of amendments to the Regulations or new regulations, likewise by sending to the Borrower relevant information on where the Borrower can learn about amendments to the Regulations or the new regulations. The Bank ensures access to information on amendments to the Regulations or the new regulations in organisational units of the Bank. Such access may also be possible on the Bank's website or through the Call Centre of the Bank.
2. The amendments to the Regulations are effective upon 14 days after the Borrower was informed on the said amendments or new regulations, unless within this period the Borrower (Entity Establishing the Collateral) submits a written statement that it does not accept the new regulations or amendments to the Regulations. The statement that the Borrower does not accept the changes is equivalent to a agreement termination by the Borrower at 30-day notice.

#### **§23 Other stipulations**

1. Conclusion, amendments and termination of the agreement and collateral agreements shall be made in writing otherwise they shall be considered null and void.
2. Any legal relationships between the Bank and the Borrower shall be assessed in compliance with Polish law, and any disputes arising from these legal relationships shall be settled by the court competent for the place of the Bank's registered office.
3. Any receivables due to the Bank under the agreement may not be assigned to any third party without the Bank's written consent otherwise the assignment shall be considered null and void.
4. In the event of invalidity or ineffectiveness of any provisions of the Regulations, the agreement or collateral agreements, the other provisions shall remain in full force and effect.
5. In the case the Bank fails to implement any of the provisions of the Regulations, an agreement or collateral agreements, it may never be regarded as waiving its rights arising from such provisions.
6. The Regulations may be prepared and forwarded also in English and French language versions. In case of any discrepancies between the language versions, the Polish language version shall prevail.

## PART II

### Credit agreements and general financing agreement

#### §1 Non-revolving loan profile

1. The non-revolving loan is a loan with a predefined repayment schedule.
2. Repayment of the non-revolving loan in whole or in some portion shall not entitle the Borrower to reuse the same loan within its repaid amount. Any loan amount that has not been disbursed until the date of the loan first repayment may not be disbursed after that date.
3. The non-revolving loan may be a working capital facility or investment loan.
4. Any loan granted by the Bank is a non-revolving loan, unless otherwise stipulated in the Regulations or the agreement.

#### §2 Revolving loan profile

1. Repayment of a revolving credit prior to the end of the financing term shall entitle the Borrower to reuse the credit limit within its repayment amount, however, up to the credit amount (credit limit) and until the lapse of the financing term.
2. Repayment of the revolving credit prior to the financing term end is made based on the instruction given by the Borrower through the Bank's debiting the Borrower's current account indicated in the agreement.
3. The revolving credit shall be disbursed and repaid in a minimum amount indicated in the agreement. The repayment of the loan or its part shall not be made on the day of disbursement of the loan or its part.
4. The revolving credit is a working capital facility.

#### §3. Profile of a Guarantee Credit Line Agreement

1. Under the guarantee credit line agreement, the Bank provides the Borrower with an option to make guarantee issuance instructions. The total amount of guarantees to be issued by the Bank may not exceed the credit amount (credit limit) indicated in the agreement. The guarantees issued under the agreement and amounts paid by the Bank under the guarantees that remain unpaid by the Borrower shall decrease the amount of the credit limit available.
2. Validity periods of guarantees issued may not end later than 14 days prior to the end of the financing term.
3. The guarantee credit line agreement may be either a non-revolving facility agreement or a revolving facility agreement. As regards the revolving facility, whenever the Bank's obligation arising from the guarantee issued to the Borrower's order expires before the financing term end or prior to the end of the current credit term, if such has been determined, the amount of the credit limit available will increase and the Borrower will be entitled to apply to the Bank for issuance of subsequent guarantees, within the credit limit available and until the lapse of the financing term or the current credit term if such has been determined. With regard to the non-revolving facility, the credit limit shall not increase, and the Borrower may not apply for issuing subsequent guarantees.
4. In the event that the guarantee beneficiary demands payment under the guarantee issued by the Bank, the Bank shall effect the payment and the Borrower is obliged to return the paid amount to the Bank on the same date when the Bank makes the payment under the guarantee. If the Bank makes a payment in a foreign currency, the Borrower is obliged to repay the amount paid by the Bank after its currency conversion into the credit limit currency or after the conversion into PLN, in the event the credit limit currency is different from PLN, EUR or USD. The currency conversion shall be made on the day of making the payment by the Bank.
5. The amount paid to the guarantee beneficiary denominated in PLN, is returned to the Bank by debiting the Borrower's accounts at the Bank, without the need of a separate instruction from the Borrower. The Borrower shall ensure a sufficient amount of funds on the Borrower's accounts held at the Bank to cover the amount paid by the Bank under the guarantee. If there are insufficient funds on the Borrower's accounts, the debt becomes past due and the Bank is entitled to withhold the issuance of guarantees ordered by the Borrower.
6. The Borrower hereto agrees that in the case of a past due debt, the Bank shall be authorized to submit a written statement on the Borrower's liability novation within the meaning of Article 506 of the Civil Code; as a consequence, the Borrower's liability shall become a liability under a non-revolving loan with the principal debt amount corresponding to the amount paid by the Bank under guarantee, repayment date of seven (7) days of the date of payment under guarantee made by the Bank, and interest rate for past-due debt amounting to the maximum default interest rate determined under Article 481 of the Civil Code Act

dated 23 April 1964 (consolidated text in: Journal of Laws of 2014, item 121, as amended). Whenever the Entity Establishing the Collateral is different from the Borrower, and the collateral is a suretyship or a limited property right, the Entity Establishing the Collateral gives consent to maintain the collateral established by that Entity despite making the novation and the consent granted by the Entity Establishing the Collateral is required for making the novation. The consent will be presented in detail in specific collateral documents.

#### Credit currency

7. The credit limit may be denominated in PLN, USD or EUR. However, guarantees may be issued in any currency indicated by the Borrower, provided that the buy/sell rate of such a currency is quoted by the Bank. In the case the guarantee currency differs from the credit limit currency, the amount of the credit limit being used is each time decreased by the guarantee amount, which is increased, to secure against FX risk, by additional 5% of the guarantee amount, and in the case of a guarantee whose validity period exceeds six months, by additional 10% of the guarantee amount, using the FX rate binding at the Bank on the day of issuing the given guarantee.
8. In the event that the guarantees issued under the agreement are denominated in a currency other than PLN, USD, EUR, the credit limit amount thus used is determined through a conversion of the guarantee currency into the credit currency. Making such a conversion shall not require a separate instruction of the Borrower.
9. The agreement may specify credit limits (sub-limits) for particular currencies.

#### Security Deposit

10. In the event the Borrower has violated the conditions of the guarantee line agreement or in the case the timely repayment of the receivables due to the Bank is at risk, the Bank shall be entitled to request a security deposit from the Borrower and the Borrower is obliged to establish it. Any termination of the agreement made by the Bank shall be also deemed the Bank's request to establish a security deposit by the Borrower.
11. In a situation when the guarantee validity period is longer than the current credit term (if such a term has been determined), and the credit is not made available for the subsequent credit term, the Bank shall be entitled to request a security deposit from the Borrower and the Borrower shall establish it.
12. The security deposit constitutes collateral for conditional receivables due to the Bank from the Borrower regarding the reimbursement of amounts paid by the Bank under guarantees issued under the agreement.
13. The Borrower shall establish the security deposit within 30 days, and in the case of the bankruptcy risk, within seven (7) days of receiving the relevant request from the Bank, while in the situation described in clause 2 above, on the last business day prior the lapse of the current credit term at the latest.
14. The security deposit is made through a transfer of a specified amount by the Borrower towards the Bank, pursuant to Art. 102 of the Banking Law, in the amount corresponding to the amount of valid guarantees issued by the Bank under the agreement. In the request to make the security deposit, the Bank shall indicate the security deposit amount and the account to be credited with the deposit transfer.
15. The Borrower shall ensure sufficient funds on the Borrower's account to establish the security deposit.
16. In the event the Borrower has failed to establish the security deposit, the Bank shall be entitled to establish the security deposit by debiting the Borrower's accounts maintained by the Bank, without the Borrower's separate instruction. In the event the accounts are maintained in other currency than the currency of the security deposit to be made, the Bank shall make a currency conversion. If there are insufficient funds on the Borrower's accounts maintained by the Bank, the Bank is entitled to use the collateral established.
17. The request to the Borrower to make the security deposit shall entitle the Bank to withhold the issuance of subsequent guarantees ordered by the Borrower.
18. The funds that constitute the security deposit shall bear interest as per the interest rate of demand deposits currently applied at the Bank for a given currency.
19. In the event that the Bank makes a payment in favour of the Beneficiary of the guarantee issued by the Bank, the Bank may recover the paid amount against the security deposit established (satisfaction with the collateral) without any separate instruction of the Borrower.
20. The amount of the security deposit shall be decreased accordingly in the case of a guarantee expiry, likewise return of the guarantee by its beneficiary prior to its validity date, without requesting any payment under the guarantee in the meantime. The security deposit

shall be decreased after 14 days of the guarantee expiry or return of the guarantee prior to its validity date, in such a manner that the Bank returns the relevant funds plus the interest accrued to the Borrower's current account.

#### §4 Profile of a Letter of Credit Line Agreement

1. Under the L/C line agreement, the Bank provides the Borrower with the option to make L/C opening instructions. The total amount of letters of credit to be issued by the Bank together with the tolerated L/C amount indicated in the letter of credit instructions may not exceed the credit amount (credit limit) indicated in the agreement. Any letters of credit issued under the agreement and amounts paid by the Bank under the L/Cs that remain unpaid by the Borrower shall decrease the amount of the credit limit available.
2. The performance date of L/Cs opened by the Bank may not end later than 14 days prior to the end of the financing term.
3. The L/C line agreement may be either a non-revolving facility agreement or revolving facility agreement. As regards the revolving facility, whenever the Bank's obligation arising from the L/C opened to the Borrower's order expires before the financing term end or prior to the end of the current credit term, if such has been determined, the amount of the credit limit available will increase and the Borrower will be entitled to apply to the Bank for opening subsequent L/Cs, within the credit limit available and until the lapse of the financing term or the current credit term if such has been determined. With regard to the non-revolving facility, the credit limit shall not increase, and the Borrower may not apply for opening subsequent L/Cs.
4. The amount paid by the Bank under the L/Cs opened to the Borrower's order is returned on the date of payment by the Bank of the L/C amount in favour of its beneficiary by debiting the Borrower's accounts at the Bank, without the need of a separate instruction from the Borrower. The Borrower shall ensure a sufficient amount of funds on its accounts to cover the amount paid by the Bank. If the Bank makes a payment in a foreign currency, the Borrower is obliged to repay the amount paid by the Bank after its currency conversion into the credit limit currency or after the conversion into PLN, in the event the credit limit currency is different from PLN, EUR or USD. The currency conversion shall be made on the day of making the payment by the Bank.
5. If there are insufficient funds on the Borrower's accounts, the debt becomes past due and the Bank is entitled to withhold the performance of L/Cs ordered by the Borrower. Interest is calculated on past due debt at the maximum default interest rate stipulated under Article 481 of the Civil Code Act dated 23 April 1964 (consolidated text in: Journal of Laws of 2014, item 121, as amended).

#### Credit currency

6. The credit limit may be denominated in PLN, USD or EUR. However, L/Cs may be opened in any currency indicated by the Borrower, provided that the buy/sell rate of such a currency is quoted by the Bank. In the case the L/C currency differs from the credit limit currency, the amount of the credit limit being used is each time decreased by the L/C amount, which is increased, to secure against FX risk, by additional 5% of the L/C amount, and in the case of an L/C whose term of realisation exceeds six months, by additional 10% of the L/C amount, using the FX rate binding at the Bank on the day of opening the given L/C.
7. In the event that the letters of credit issued under the agreement are denominated in a currency other than PLN, USD, EUR, the credit limit amount thus used is determined through a conversion of the L/C currency into the credit currency. Making such a conversion shall not require a separate instruction of the Borrower.
8. The agreement may specify credit limits (sub-limits) for particular currencies.

#### Security Deposit

9. In the event the Borrower has violated the conditions of the letter of credit line agreement or in the case the timely repayment of the receivables due to the Bank is at risk, the Bank shall be entitled to request a security deposit from the Borrower and the Borrower is obliged to establish it. Any termination of the agreement made by the Bank shall be also deemed the Bank's request to establish a security deposit by the Borrower.
10. In a situation when the L/C validity period is longer than the current credit term (if such a term has been determined), and the credit is not made available for the subsequent credit term, the Bank shall be entitled to request a security deposit from the Borrower and the Borrower shall establish it.
11. The security deposit constitutes collateral for conditional receivables due to the Bank from the Borrower regarding the reimbursement of amounts paid by the

- Bank under letters of credit opened under the agreement.
12. The Borrower shall establish the security deposit within 30 days, and in the case of the bankruptcy risk, within seven (7) days of receiving the relevant request from the Bank, while in the situation described in clause 2 above, on the last business day prior the lapse of the current credit term at the latest.
  13. The security deposit is made through a transfer of a specified amount by the Borrower towards the Bank, pursuant to Art. 102 of the Banking Law, in the amount corresponding to the amount of valid L/Cs opened by the Bank under the agreement. In the request to make the security deposit, the Bank shall indicate the security deposit amount and the account to be credited with the deposit transfer.
  14. The Borrower shall ensure sufficient funds on the Borrower's account to establish the security deposit.
  15. In the event the Borrower has failed to establish the security deposit, the Bank shall be entitled to establish the security deposit by debiting the Borrower's accounts maintained by the Bank, without the Borrower's separate instruction. In the event the accounts are maintained in other currency than the currency of the security deposit to be made, the Bank shall make a currency conversion. If there are insufficient funds on the Borrower's accounts maintained by the Bank, the Bank is entitled to use the collateral established.
  16. The request to the Borrower to make the security deposit shall entitle the Bank to withhold the issuance of subsequent L/Cs ordered by the Borrower.
  17. The funds that constitute the security deposit shall bear interest as per the interest rate of demand deposits currently applied at the Bank for a given currency.
  18. In the event that the Bank makes a payment in favour of the Beneficiary of the letter of credit opened by the Bank, the Bank may recover the paid amount against the security deposit established (satisfaction with the collateral) without any separate instruction of the Borrower.
  19. The amount of the security deposit shall be decreased accordingly in the case of the expiry of the Bank's obligations under letters of credit opened to the Borrower's order. The security deposit shall be decreased after 14 days of the L/C expiry, in such a manner that the Bank returns the relevant funds plus the interest accrued to the Borrower's current account.

#### **§5 Overdraft Facility profile**

1. Under the overdraft agreement, the Bank undertakes to make available appropriate funds to the Borrower up to the credit amount specified in the agreement, on the Borrower's account maintained by the Bank. The funds shall be used against the debit limit of the said account.
2. Any instructions of the Borrower that are not fully covered by the agreed credit amount shall not be executed. The same shall apply to the Borrower's instructions in the case the available debit limit is insufficient for covering the Bank's receivables related to the execution of a given instruction.
3. The overdraft facility may be used repeatedly and each payment into the Borrower's current account reduces the outstanding debt balance.
4. Any payments into the Borrower's current account shall not decrease the outstanding debt balance of the overdraft facility, if the Bank is entitled to use the funds for the repayment of other receivables due to the Bank from the Borrower.
5. The overdraft facility is a working capital facility.

#### **§6 Profile of a Multi-Option Credit Line Agreement**

1. Under the multi-option credit line agreement, the Bank undertakes to put funds at the disposal of the Borrower, accept orders to issue guarantees or open L/Cs, up to the credit amount specified in the agreement (credit limit), and the Borrower undertakes to return the used funds along with other dues or to fulfil other obligations arising under the agreement.
2. The Borrower's instructions may be executed through the financing forms stipulated in the agreement. All applicable provisions of the Regulations shall apply accordingly.
3. The multi-option credit line agreement may determine credit limits for particular forms of financing.
4. Particular forms of financing are used based on instructions submitted by the Borrower, which shall not be understood as entering into a credit relationship separate from the agreement.
5. The multi-option credit line agreement is a revolving facility and cannot be used as an investment loan.
6. If one of the financing forms is a revolving credit, which in the event of the lack of funds on the Borrower's account can be utilised to repay matured receivables due to the Bank under the orders to issue a guarantee or open a letter of credit - the provisions of the Regulations and the credit agreement regarding the minimum amount of revolving credit disbursement and repayment - shall not apply.

#### **Credit currency**

7. The agreement may specify credit limits (sub-limits) for particular currencies.

8. The Borrower agrees that the Bank may, under its unilateral declaration submitted to the Borrower, exclude or limit the possibility of using the credit limit in a given currency or to reduce the credit limit determined for particular currencies. The Bank's declaration shall be effective as of the end of the current credit term and should be submitted at least one month prior to the effective date.
9. In order to monitor the credit limit utilisation level in the event the currency of the credit facility, guarantee or L/C is different from the currency in which the credit limit amount is expressed:
  - a) with respect to credit facilities – the Bank prior to each:
    - (a) extension of the financing term, making the credit available for the next current credit term or increase of the credit amount made available,
    - (b) disbursement of a new credit facility, and
    - (c) each last day of a month, has the right to convert, on the basis of NBP mid-rates, the disbursed credit facilities into the currency in which the credit limit amount has been determined, and
  - b) with respect to guarantees and L/Cs - the amount of the credit limit being used is each time decreased by a guarantee and L/C amount, which is increased, to secure against FX risk, by additional 5%, and in the case of a guarantee and L/C whose term of realisation exceeds six months, by additional 10%, using the FX rate applicable at the Bank on the day of issuing the given guarantee / opening the given L/C.

If the credit limit is exceeded, following the respective notification from the Bank, the Borrower shall repay the excess on the next day of receiving the aforesaid notification from the Bank. The Bank is authorised to debit the Borrower's account with the excess amount without any separate instructions of the Borrower.

#### **§7 Profile of a Multi-Option Premium Credit Line Agreement**

1. Under the multi-option premium credit line agreement, the Bank undertakes to put funds at the disposal of the Borrower, accept orders to issue guarantees or open L/Cs, up to the credit amount specified in the agreement (credit limit), and the Borrower undertakes to return the used funds along with other dues or to fulfil other obligations arising under the agreement.
2. The Borrower's instructions may be executed through the financing forms stipulated in the agreement. All applicable provisions of the Regulations shall apply accordingly.
3. The multi-option credit line agreement may determine credit limits for particular forms of financing.
4. The particular forms of financing are used based on instructions submitted by the Borrower, which shall not be understood as entering into a credit relationship separate from the agreement.
5. The multi-option credit line agreement is a revolving facility and cannot be used as an investment loan.
6. If one of the financing forms is a revolving credit, which in the event of the lack of funds on the Borrower's account can be utilised to repay receivables due to the Bank under the orders to issue a guarantee or open a letter of credit - the provisions of the Regulations and the credit agreement regarding the minimum amount of revolving credit disbursement and repayment - shall not apply.

#### **Credit currency**

7. The agreement may specify credit limits (sub-limits) for particular currencies.
8. The Borrower agrees that the Bank may, under its unilateral declaration submitted to the Borrower, exclude or limit the possibility of using the credit limit in a given currency or to reduce the credit limit determined for particular currencies. The Bank's declaration shall be effective as of the end of the current credit term and should be submitted at least one month prior to the effective date.
9. If the credit limit is exceeded on account of FX differences, following the respective notification from the Bank, the Borrower shall repay the excess on the next day of receiving the aforesaid notification from the Bank. The Bank is authorised to debit the Borrower's account with the excess amount without any separate instructions of the Borrower.

#### **§8 General Financing Agreement Profile**

1. The general financing agreement is a framework agreement under which the Bank undertakes to put funds at the disposal of the Borrower up to the amount determined in the general financing agreement (credit limit) or to render it possible for the Borrower to use other opportunities indicated in the agreement, upon the conclusion of specific agreements with the Borrower.
2. The Bank is not obliged to conclude specific credit agreements. Specific credit agreements will not be

concluded in particular when at the agreement conclusion time the Borrower is not creditworthy and does not meet the Bank's other requirements with respect to particular types of financing or if it would violate any regulations currently binding in the Bank.

3. Under the general financing agreement, the Borrower shall repay receivables due to the Bank under the specific credit agreements at dates and on conditions set out in the specific credit agreements. Once concluded, the specific credit agreements become enclosures to the general financing agreement.
4. The credit limit is a revolving limit. Upon repayment of a credit granted under the specific credit agreement, the Borrower may reuse the credit limit within the repaid amount, however, up to the credit limit and during the term stipulated in the general financing agreement.
5. The general financing agreement is concluded for an indefinite period of time and may be terminated immediately by each of the parties thereto. The termination of the general financing agreement becomes effective however only after the expiry or termination of all specific credit agreements concluded under the general financing agreement.
6. Any failure to meet the conditions of specific credit agreements shall be treated as the default on the general financing agreement.

#### **Collateral for receivables under the General Financing Agreement**

7. The collateral provided for in the general financing agreement secures the repayment of the Bank's receivables arising from all specific credit agreements concluded under the said agreement.
8. The establishment of the collateral under the general financing agreement shall not exclude the possibility of establishing any additional collateral for the Bank's receivables arising from specific credit agreements.
9. The collateral provided for in the general financing agreement shall be valid also after its expiry (termination) until the full repayment of all receivables arising from specific credit agreements concluded under the general financing agreement.