



## Regulations on Dual Currency Deposit Transactions

### § 1. Preliminary Provisions

#### 1. Scope of the Regulations

These Regulations on dual currency deposit transactions ("the Regulations") determine the rules and procedures for the Bank and the Customer with respect to conclusion of dual currency deposit transactions and their execution.

#### 2. Definitions – general provisions

Terms and expressions used in these Regulations shall be construed as follows:

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| <b>Bank</b>  | BNP Paribas Bank Polska Spółka Akcyjna.  |
| <b>Business Day</b>                                    | each day from Monday through Friday, except for public holidays or days when no institution or no financial market, required to settle the Transactions or determine parameters indispensable to settle the Transactions, operates.  |
| <b>Valuation Date</b>                                  | each Business Day in the course of the Master Agreement, during which the Bank calculates the Valuation.   |
| <b>Customer</b>  | a natural person pursuing business activity or legal person, or an organizational unit, which is not a legal person, having legal capacity, who has concluded the Master Agreement with the Bank or who performs preparatory activities determined in these Regulations aimed at concluding the Master Agreement with the Bank.  |
| <b>Retail Customer</b>                                 | a customer assigned the Retail Customer category by the Bank, under the Customer classification carried out pursuant to the MiFID Regulation requirements.   |
| <b>FC Customer</b>                                     | a Customer which is a 'financial counterparty' under EMIR Regulations.   |
| <b>NFC Customer</b>                                    | a Customer which is not a 'financial counterparty' under EMIR Regulations.   |
| <b>NFC+ Customer</b>                                   | a NFC Customer which (together with entities of the Group it belongs to), has exceeded the threshold amount defined in the EMIR Regulations, and as a result is obligated to clear derivative instruments centrally.   |
| <b>NFC- Customer</b>                                   | a NFC Customer whose FX Options embedded in the Transactions are subject, in accordance with the EMIR Regulations, to reporting obligations by the Bank.   |
| <b>Professional Customer</b>                           | a customer that has been assigned a "Professional Customer" category by the Bank (under a classification of Customers in accordance with the requirements of the MiFID Regulation).  |
| <b>Business Day Locations</b>                          | locations relevant to establish whether a given day is a Business Day. Business Day Locations may be established by the Parties for particular Transactions.   |
| <b>LEI (Legal Entity Identifier)</b>                   | a 20-character alpha-numeric code that uniquely identifies entities concluding derivative instrument transactions on global financial markets. LEI is assigned to market participants worldwide through a network of Local Operating Units (LOU), integrated within the global system, and enables the assessment of the credit risk generated by institutional financial and non-financial entities. The Bank's LEI is: NMH2KF074RKAGTH4CM63.   |
| <b>List of the Bank's Telephone Numbers</b>            | a document which includes a set of telephone numbers to persons authorised by the Bank to enter into Transactions and provide information on their execution.  |
| <b>FX Option</b>                                       | a derivative instrument in which one of the Parties buys from the other Party, for a specified price (premium), a right to request the other Party on the expiry date, to exercise on the settlement date, a specific FX transaction (i.e. buy or sell the transaction amount) at a set rate (strike rate).  |
| <b>Transaction Description</b>                         | document attached as Enclosure no. 2 to the Regulations, and being their integral part, containing:<br>1) the definitions and description of the Transaction,<br>2) a general description of the risks associated with concluding Transactions,<br>3) description of the rules of procedure in the event of lack Benchmark publication or change in the Benchmark's method calculation.  |
| <b>Electronic Signature (electronic signature)</b>     | advanced electronic signature (acceptable to the Bank) or qualified electronic signature within the meaning of Regulation (EU) No 910/2014 of the European Parliament and of the Council of 23 July 2014 on electronic identification and trust services for electronic transactions in the internal market and repealing Directive 1999/93/EC of 23 July 2014 (Official Journal of the European Union, L 257/73) and the Act of 5 September 2016 on trust services and electronic identification, their implementing provisions and the provisions that will change or replace them. A list of advanced electronic signatures acceptable to the Bank is available in the Bank's units and on its website. |
| <b>Confirmation</b>                                    | document prepared by the Bank in the form of a durable medium, containing information:<br>1) on the agreed by the Bank and the Customer: Transaction Terms, conditions of early termination (breaking) of the Transaction, and<br>2) which the Bank is obligated to provide to the Customer in accordance with the requirements of the Delegated Regulation in connection with the Transaction conclusion.   |
| <b>Banking Law</b>                                     | the Banking Law Act dated 29 August 1997.  |
| <b>Customer Profiling</b>                              | the assessment that the Bank performs on the basis of information from the Retail Customer on his / her:<br>- knowledge of financial instruments and the investment service, and<br>- investment experience,<br>to verify whether the financial instruments or the investment service provided by the Bank under the Master Agreement are appropriate for a given Customer.  |
| <b>Customer Settlement Account</b>                     | Customer's bank account indicated by the Customer in the Customer Information Attachment, or in other document, or agreed upon by the Parties under the Transaction Terms Arrangement.   |
| <b>MiFID Regulation</b>                                | Directive 2014/65/EU of the European Parliament and of the Council of 15 May 2014 on financial instruments markets, and amending Directive 2002/92/EC and Directive 2011/61/EU, along with its delegated acts, implementing acts and national law implementing its provisions.   |
| <b>EMIR Regulations Trade Repository</b>               | Regulation (EU) no. 648/2012 of the European Parliament and of the Council of 4 July 2012 along with implementing regulations, binding in the currently applicable wording.  |
| <b>Ordinance</b>                                       | ordinance of the Minister of Finance dated 30 May 2018 regarding the procedures and conditions to be applied by investment companies, banks, referred to in Article 70, item 2 of the Act on Trading in Financial Instruments, likewise custody banks .  |
| <b>Delegated Regulation</b>                            | Commission Delegated Regulation (EU) 2017/565 of 25 April 2016 supplementing Directive 2014/65/EU of the European Parliament and of the Council as regards organisational requirements and operating conditions for investment firms and defined terms for the purposes of that Directive  |
| <b>PRIP Regulation</b>                                 | Regulation (EU) No 1286/2014 of the European Parliament and of the Council of 26 November 2014 on key information documents for packaged retail and insurance-based investment products (PRIIPs)   |
| <b>Transaction/ Dual Currency Deposit Transaction/</b> |  |

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| <b>Dual Currency Deposit</b>                               | each agreement entered into by the Parties under the Master Agreement.   |
| <b>Master Agreement</b>                                    | the agreement or agreements concluded between the Bank and the Customer, regarding the rules of conclusion and settlement of Transactions. Each Master Agreement which allows entering into Transactions - is the master agreement within the meaning of Art. 85 of the Act of 28 February 2003 on Bankruptcy Law and Art. 250 and Art. 299 para. 3 of the Restructuring Law Act of 15 May 2015.   |
| <b>Eligible Counterparty Transaction Terms Arrangement</b> | a customer assigned the Eligible Counterparty category by the Bank, under the Customer classification carried out pursuant to the MiFID Regulation requirements.   |
| <b>Transaction Terms</b>                                   | submission by the Parties of declarations of intent, which represent acceptance of the Transaction Terms.  |
| <b>Valuation</b>   | conditions agreed upon by the Parties, under which the Transaction has been concluded or closed (early terminated).<br>an amount in PLN calculated by the Bank at the Valuation Date, which is a difference between:<br>- current unmatured receivables due to the Customer from the Bank under an FX Option embedded in a given Transaction and<br>- current unmatured obligations of the Customer to the Bank under this FX Option.<br>When the Customer terminates the Dual Currency Deposit before the Deposit Termination Date, the Valuation does not include a potential Early Termination Fee - costs due to the Bank for concluding a Transaction closing the FX Option on the interbank market |
| <b>Customer Information Attachment</b>                     | a document drawn up in accordance with the model provided by the Bank or another document drawn up by the Customer, whose content corresponds to the model provided by the Bank - submitted by the Customer to the Bank in connection with the conclusion of the Master Agreement, containing, inter alia, details of the Customer and its representatives, necessary to conclude a Transaction.   |

The Bank and the Customer are also hereinafter referred to as "**the Parties**" (jointly) or "**the Party**" (individually).

In the Master Agreement, Confirmations and other documents concerning Transactions, foreign currencies are described using letter codes determined in the announcement of the President of the National Bank of Poland of 23 February 2014 or other relevant legal act that will supersede it.

Whenever the Regulations, the Master Agreement or any other document related thereto provide for a reference to a signature, signing, signed document or statement of any nature, and unless they provide otherwise, this is understood to mean:

- 1) the signature of such document/statement by hand, or
- 2) submission of the Electronic Signature.

### 3. Definitions - for the needs of the Master Agreement on opening and maintaining Dual Currency Deposits

Whenever there is a reference in the Master Agreement on opening and maintaining Dual Currency Deposits to:

- 1) a document entitled "MiFID - information leaflet for BNP Paribas Bank Polska S.A. customers" - it shall mean "**Information Package for the Customer of the Global Markets Line of BNP Paribas Bank Polska S.A.**",
  - 2) a document entitled "Financial instruments at BNP Paribas Bank Polska S.A." - it shall mean these **Regulations**,
  - 3) "Deposit Conclusion Instruction" - it shall mean an instruction to conclude a Transaction at the moment of the Arrangement of the Transaction Terms, placed by the Customer and accepted by the Bank,
  - 4) telephone numbers for the needs of [communication] addressed by the Customer to the Bank in connection with the performance of the Master Agreement (including with conclusion of Transactions) - it shall mean a **List of the Bank's Telephone Numbers**,
  - 5) "Dual Currency Deposit" - it shall mean the **Transaction / Dual Currency Deposit Transaction / Dual Currency Deposit**,
  - 6) "Confirmations" - it shall mean the **Confirmations**,
  - 7) "Regulations for Opening and Maintaining Term Dual Currency Deposits by BNP Paribas Bank Polska S.A." - it shall mean these **Regulations**,
  - 8) "Regulations on Handling Customers' Complaints at BNP Paribas Bank Polska S.A." / "Regulations on Handling Corporate Customers' Complaints at BNP Paribas Bank Polska S.A." - it shall mean these **Regulations**,
  - 9) "Arrangement of the Terms and Conditions of the Deposit" - it shall mean the Arrangement of the Transaction Terms, referred to, respectively, in these Regulations.
4. The following items submitted / provided by the Customer, before the date of entry into force of these Regulations:
- 1) Customer's identification password, necessary to conclude Transactions,
  - 2) any contact data: numbers of telephones, faxes and addresses for the purposes of communication addressed by the Bank to the Customer in connection with the performance of the Master Agreement (including conclusion of Transactions),
  - 3) data of the Customer and his/her representatives, which is indispensable for the Transaction(s) conclusion.
  - 4) representations concerning authorization of the Customer's representatives to conclude Transactions in the performance of the agreement specified in this § 1 item 3, shall remain in force, until their change or expiry. Any change regarding the above mentioned data shall, for its effectiveness, be executed through the Customer Information Attachment.

## § 2. Documents regulating legal relations between the Parties

### 1. Documentation

The following documents govern the legal relationship between the Parties:

- 1) Master Agreement,
- 2) Regulations with enclosures (including Transaction Description and enclosure to the Transaction Description),
- 3) Confirmations.

### 2. Joint legal relationship

The Master Agreement, the Regulations and each Transaction - should be construed jointly.

All references to the Master Agreement shall mean at the same time references to each concluded Transaction, unless the context explicitly indicates otherwise.

### 3. Non-compliance of provisions

Should any inconsistency be found between the Transaction Terms and the provisions of the Master Agreement, the provisions agreed by the Parties in the Transaction Terms shall prevail.

## § 3. Agreement Conclusion

### 1. Form of the Master Agreement

Conclusion of the Master Agreement, as well as any amendments thereto, must be maintained under pain of nullity: in writing or in an electronic form with the use of the Electronic Signature, unless the Regulations or Master Agreement stipulate otherwise.

### 2. Documents and information submitted by the Customer to the Bank

Before concluding the Master Agreement, the Customer is obliged to submit to the Bank the documents and information which the Bank indicates and which are used to:

- 1) identify the Customer,
- 2) properly authorise the persons acting on behalf of and for the Customer,
- 3) assess the Customer's knowledge and experience in Transactions (according to the MiFID Regulation),
- 4) assign the Customer to the target group (according to the Regulation).

The Customer is required to submit the following documents, among others:

- a) for a Customer assigned to a Retail Customer category by the Bank (according to the MiFID Regulation):
  - the "Customer Profile Questionnaire" completed and signed by the Customer - so that the Bank may complete Customer Profiling and assign the Customer to the target group,
  - the "Statement regarding Cross-Border Swap Transactions" completed and signed by the Customer - so that the Bank may assign the Customer to the target group,
  - the "Result of the Appropriateness Assessment of Financial Instruments and Investment Service" - so that the Bank may complete Customer Profiling - or
- b) for a Customer assigned to a Professional Customer or Eligible Counterparty category by the Bank (in accordance with the MiFID Regulation):
  - the "Questionnaire (Target Group)" completed and signed by the Customer
  - the "Statement regarding Cross-Border Swap Transactions" completed and signed by the Customer,
 so that the Bank may assign the Customer to the target group.

The Bank has the right to ask the Customer to provide other documents or information to properly fulfil the reporting obligation to the Transaction Repository.

### 3. Inappropriateness

If the Customer Profiling shows that the Dual Currency Deposit is not appropriate for a Retail Customer, the Bank will notify the Customer thereof. In such a case, the Bank and the Customer may enter into Transactions under the Master Agreement - if, despite the warning, the Customer has submitted an application with regard to this case, subject to item 2 below.

However, the Bank will not conclude a Transaction with the Customer if:

- 1) the Customer refuses to submit to an assessment of financial instruments and investment service or performance of this assessment is not possible due to other reasons, or
- 2) the "Result of the Appropriateness Assessment of Financial Instruments and Investment Service" will show that the financial instrument is not appropriate for a given Customer due to the Customer's lack of knowledge of it.

The Bank assumes that the Professional Customer and the Eligible Counterparty have the necessary knowledge and investment experience which allow them to conclude Transactions.

#### 4. Documents and information submitted by the Bank to the Customer

Prior to the conclusion of the Master Agreement, the Bank shall forward the following information/documents to the Customer:

- 1) Regulations along with enclosures (including Transaction Description and enclosure to the Transaction Description),
- 2) List of the Bank's Telephone Numbers;
- 3) "Information Package for the Customer of the Global Markets Line of BNP Paribas Bank Polska SA."
- 4) other information, if required by law.

Before entering into the first Transaction, the Bank shall forward a document including key information determined in the PRIIP Regulation to the Retail Customer, at the Customer's choice:

- 1) on a durable medium in the meaning of the Delegated Regulation:
  - a) in electronic form – including by electronic mail to the e-mail address specified by the Customer in the Customer Information Attachment or
  - b) in a paper form, to the address of the Customer's mailing address or
- 2) via website [www.bnpparibas.pl/repozytorium/priip/dokumenty-zawierajace-kluczowe-informacje-kid](http://www.bnpparibas.pl/repozytorium/priip/dokumenty-zawierajace-kluczowe-informacje-kid) – the Bank shall inform the Customer thereof to the e-mail address specified in the Customer Information Attachment, referring to the website address.

The Customer is obligated to peruse the document referred to above before concluding a Transaction with the Bank.

Retail Customer has the right to receive from the Bank a free paper copy of the document including key information for investors.

Unless otherwise stipulated in the Master Agreement, any correspondence related to: the Master Agreement and Transaction shall be forwarded to the Customer in the manner specified by the Customer in the Customer Information Attachment.

#### 5. Implementation of MiFID Regulation and Regulation requirements

Before concluding the Master Agreement, the Bank:

- 1) classifies a Customer to a Customer category and
- 2) performs Customer Profiling - applies only to a Retail Customer, and
- 3) assigns the Customer to a target group to which the Bank may offer Dual Currency Deposits.

#### 6. Service Nature

When concluding Transactions, the Bank conducts activity of buying or selling, for its own account, financial instruments in order to execute the Customer's orders.

In connection with the performance of the Master Agreement, the Bank shall not provide the services of:

- 1) receiving and transmitting the Customer's orders,
- 2) investment advice.

Neither information nor opinions regarding the Transaction Terms provided by the Bank constitute a recommendation regarding investments in financial instruments, nor will they be interpreted as such by the Customer.

#### 7. Limited number of Master Agreements concluded

The Customer may conclude with the Bank only one Master Agreement related to Transactions.

#### § 4. Powers of attorney

##### 1. Proxies

The Customer may appoint proxies to make statement of will in matters related to Transactions, including to conclude Transactions and any other activities specified in the Regulations and the Master Agreement, indicating in the Customer Information Attachment the details of such proxies and the scope of their authorization.

##### 2. Authorization to represent the Customer

A person deemed to be duly authorized to represent the Customer in matters related to Transactions is the person specified in the Customer Information Attachment.

##### 3. Signature specimen

The Customer shall provide the Bank, in a paper form, specimens of signatures of the authorized persons, unless he/she uses electronic channels enabling the Electronic Signature to be submitted.

If specimens of signatures are affixed in paper form, they are affixed as part of the Customer Information Attachment.

##### 4. Revocation of the Power of Attorney

The power of attorney may be revoked by amending the Customer Information Attachment, unless the Bank accepts revocation of the power of attorney in a different manner. Such an amendment is signed by a person duly authorized to act on behalf of the Customer. If the Parties have not agreed on another term in the Master Agreement, revocation of a power of attorney shall become effective with respect to the Bank once such information has been entered in the relevant IT system of the Bank. Changes are introduced to the IT system immediately after the relevant document has been delivered to the Bank.

#### § 5. Preconditions

The Bank shall start cooperation with the Customer as regards the conclusion of Transactions upon the Customer's fulfilment of the following conditions jointly:

- 1) concluding the Master Agreement with the Bank;
- 2) other, determined in the Master Agreement, in addition to the above;
- 3) at the moment of the Transaction Terms Arrangement, the Customer holds, on its Settlement Account maintained in the Deposit Currency, cash funds equal to the Deposit Amount.

#### § 6. Voluntary Nature of the Transaction Conclusion

##### 1. No commitment to conclude Transactions

Fulfilment by the Customer of the preconditions specified in the Regulations and the Master Agreement, shall not impose on the Parties any obligations to conclude the Transactions..

In connection with the conclusion of Transactions, the Bank does not act as another liquidity provider within the meaning of Delegated Regulation (EU) 2017/575 of the Commission, which supplements Directive 2014/65/EU of the European Parliament and of the Council concerning markets in financial instruments, with regard to regulatory technical standards for the data, published through order execution systems, regarding the quality of transaction execution - therefore the Bank may refuse to enter into a Transaction.

##### 2. Exclusion of the Parties' liability

The Parties shall not be liable towards each other for damage for which they are not culpable.

#### § 7. Transaction Types

1. The Parties shall enter into the Transactions defined in the Transaction Description.
2. To conclude a Transaction it is necessary that the Parties each time agree upon essential Transaction Terms indicated in the Transaction Description.

#### § 8. Transaction Terms Arrangement

##### 1. Manner of the Transaction Terms Arrangement

The Transaction Terms are agreed as follows:

- 1) over the phone, or
  - 2) electronically, including via means of electronic communication and via internet transaction platform or mobile applications - after making such functionality available to the Customer by the Bank.
- Consistent declarations of intent on the Transaction conclusion should be submitted in a manner appropriate for the means of communication used.

##### 2. Customer Identification

In order to agree the Transaction Terms:

- 1) over the phone:
  - a) the Customer shall contact a Bank employee authorised to conclude the Transactions by calling at the predefined telephone number, or
  - b) the Bank shall contact a person indicated in the Customer Information Attachment as the person authorized by the Customer to conclude the Transactions, by calling the telephone number of the said person provided to the Bank.

To identify the Customer, the person authorized by the Customer to conclude a Transaction shall provide, at the request of the Bank employee, information selected out of the identification data contained in the Customer Information Attachment. Identification data constitutes confidential data and the Customer shall not make it available to unauthorized persons.

The Bank shall identify the Customer on the basis of the above information.

Transactions executed by a person using identification information available only to the Customer, shall be charged to the Customer,

- 2) for the Transactions concluded electronically, or in any other manner agreed upon by the Parties - the Parties are identified in accordance with the arrangements made between the Bank and the Customer.

### 3. Transaction Conclusion

Transactions are deemed concluded upon Arrangement of the Transaction Terms.

Due to continuous trading and the necessity to enter Transaction Terms into the Bank's IT systems, even though the agreed Transaction Terms are entered immediately after they are agreed on, there can be a time lapse between the agreement and entry of the data.

### 4. Electronic recording of the Transaction Terms

The Bank records and saves telephone conversations and keeps all correspondence (including emails) between the Parties to the extent resulting from the applicable provisions of law. The Bank makes it possible for the Customer to listen to the recorded phone calls and makes available the correspondence with the Customer for the period of five (5) years from the end of the year when the phone call of exchange of correspondence took place, unless relevant law foresees a longer storage period. Recorded telephone conversations and all correspondence may constitute evidence in the event of initiating any proceedings to determine circumstances of particular Transactions.

## § 9. Confirmations

### 1. Forwarding a Confirmation to the Customer

The Bank confirms to the Customer the Transaction conclusion by providing the Customer with respective Confirmation (on a durable medium), immediately, however, no later than on the business day following the day of the Transaction conclusion, in the manner agreed with the Customer.

Confirmation does not require the Bank's signature, and is of informative character, with regard to the Transaction concluded. In the event of a missing Confirmation, the Customer shall inform the Bank immediately of the fact.

### 2. Correct Confirmation

All complaints relating to discrepancies between the Transaction Terms and the wording of the Confirmation shall be processed pursuant to the Dispute Early Detection and Solution Procedure in § 16 of the Regulations.

## § 10. Valuation of Currency Option embedded in Transaction

### 1. Valuation

The Bank calculates the Valuation on each Valuation Date and provides the Customer with information on the Valuation amount:

- 1) once a week - as at a specific Valuation Date,
- 2) once a month - as at a Valuation Date that falls on the last Business Day of the month preceding providing of information.

### 2. Definitions

Whenever there is a reference to the Regulations on Foreign Currency and Derivative Transactions in the information on Valuation, it shall mean the Regulations (with respect to options and Transactions).

## § 11. Implementation of obligations arising from the EMIR Regulations – general provisions

### 1. Customer Status

Unless a Customer informs the Bank, by way of a signed statement, about other status of the Customer than the one accepted by the Bank, for the needs of fulfilling duties arising under the EMIR Regulations, the Bank assumes that the Customer is the NFC Customer.

The Customer shall monitor, on a current basis, the circumstances and events that affect its status as the NFC Customer or NFC+ Customer. In the event:

- 1) the threshold set out in the regulations issued pursuant to Article 10. item 4 of the EMIR Regulations has been exceeded or met again, or
- 2) the Customer's status has changed,

the Customer is forthwith obligated, not later than prior to the conclusion of the Derivative Transaction or change of the existing Derivative Transaction, to notify the Bank of this fact by way of a signed statement.

### 2. Obtaining a LEI code or updating its validity date

The Customer is obligated to immediately apply to the relevant LOU for assigning a LEI code to the Customer / updating the LEI code's validity date, and inform the Bank about this code / updated validity date of the assigned LEI code. Until the Bank is notified accordingly, the Bank may not report the Transactions, on behalf of the Customer, to the Trade Repository.

At the Customer's request, the Bank, under of a power of attorney granted to the Bank by the Customer and drawn up according to the requirements of a given LOU - may apply on the Customer's behalf to such a LOU for assigning a LEI code to the Customer / updating the validity date of the assigned LEI code. The Customer is obliged to reimburse the Bank for any fees incurred by the Bank in connection with acquiring or holding a LEI code in favour of the Customer.

## § 12. Reporting information to the Trade Repository - in accordance with the EMIR Regulations

### 1. Authorization to report information

The Customer authorizes the Bank to report ("Reporting") the information under Reporting in compliance with the EMIR Regulations to the Trade Repository kept by Krajowy Depozyt Papierów Wartościowych with which the Bank has concluded a relevant agreement in this scope, unless, under the above-mentioned provisions, the Customer has been classified as an NFC- Customer and therefore the above Reporting obligation is with the Bank under the law.

### 2. Reporting

The Reporting is made within the scope, in the manner and on dates defined in the EMIR Regulations and in the agreement concluded by the Bank with the specific Trade Repository.

At the Customer's request, however, not more often than once a month, the Bank shall make available to the Customer, the information reported on the Customer's behalf to the Trade Repository, related to the month to which the Customer's request pertains.

Unless the EMIR Regulations state otherwise, the Bank has the right to cease the Reporting to the Trade Repository on the Customer's behalf in the event of occurrence of justified important reasons (i.e. if the Customer fails to provide the Bank with information required by the Trade Repository, e.g. LEI code).

Should the Bank cease the Reporting, it shall inform the Customer thereof within thirty (30) calendar days of the cease date of the Reporting to the Trade Repository on behalf of the Customer.

### 3. Cancellation of the Reporting authorization

If the Customer intends to make reports to the Trade Repository on its own or through another party of its choice, and provided that this does not infringe the EMIR Regulations, the Bank and the Customer, under a separate agreement, shall establish conditions for ceasing the Reporting by the Bank.

### 4. Possible fees related to the Reporting

The Bank shall render to the Customer a service of Reporting the Transactions to the Trade Repository on its behalf, free of charge; however, the Reporting may involve an obligation to incur specific fees imposed by such Trade Repository. In such case, the Customer shall, at the Bank's request, return to the Bank the amount of fee that the Bank incurred in favour of the Trade Repository in relation to the Reporting on behalf of the Customer - based on the fees set by the Repository (specified on the website [www.kdpw.pl/pl/uslugi/agencja-numerujaca/LEI/Strony/OplatyLEI.aspx](http://www.kdpw.pl/pl/uslugi/agencja-numerujaca/LEI/Strony/OplatyLEI.aspx)).

The Bank shall not charge a fee for this.

### 5. Reporting obligation resting on each Party

The obligation under the EMIR Regulations to report to the Trade Repository is imposed on each Party of the Transaction (i.e. separately on the Customer and the Bank), unless the Customer has been classified as a NFC- Customer on the basis of the above provisions - and therefore the above Reporting obligation by virtue of law rests with the Bank.

Although the Bank reports on behalf of the Customer to the Trade Repository, the penalties resulting from the Customer's failure to meet the requirements under the EMIR Regulations to the extent above mentioned, may be imposed directly on the Customer.

## § 13. Transaction Portfolio Compression - in accordance with the EMIR Regulations

When the number of Transactions concluded and not terminated, which pursuant to the EMIR Regulations do not have to be centrally cleared by CCP, exceeds 500 (five hundred) - the Parties (on the Bank's initiative or at the Customer's request) at least once every six (6) months, shall undertake measures to find an option to compress the Transaction portfolio and, to the extent required by law, make a separate agreement governing the rules of compression.

## § 14. Transaction Portfolio Reconciliation - in accordance with the EMIR Regulations and preparing a specification of Customer's assets related to the Transaction (in accordance with the Delegated Regulation)

The process of the Transaction portfolio reconciliation (in accordance with the EMIR Regulations) and preparing a specification of Customer's assets related to the Transaction (in accordance with the Delegated Regulation) - consists in providing the Customer, at least on the dates specified in the EMIR Regulations, with relevant information ("the Information") by the Bank on agreed the most important Transaction Terms and Valuation.

After receiving the Information, the Customer is obligated to:

- 1) verify the accuracy of the Information with the agreed Transaction Terms,
- 2) report any inconsistencies of the data contained in the Information - within a complaint reporting procedure.

If no irregularities are reported within five (5) Business Days from the date of receipt of the Information, the Parties shall be deemed to have reconciled the portfolio of the Transactions concluded and to have confirmed the status of the Customer's assets relating to the Transactions.

#### § 15. Delay in Effecting Payments

##### 1. Default Interest

The Party which fails to fulfil its obligation related to making the payment under the Master Agreement or Transaction in due time shall, at a request of the other Party, pay interest for delay equal to the maximum interest defined in the Civil Code Act dated 23 April 1964 on the equivalent of the past-due payment, translated into PLN at the NBP mid-rate prevailing at the payment's due date.

#### § 16. Dispute Early Detection and Solution Procedure

##### 1. Complaints and their filing time limits

Should any inconsistency be found between the Transaction Terms and the contents of the Confirmation received, the Customer should notify the Bank about this fact within two (2) Business Days upon receiving the Confirmation.

In the event the Customer disagrees with the information received from the Bank presenting the Valuation of FX Options embedded in the Transaction as at a specific Valuation Date - the Customer has the right to lodge a complaint within five (5) Business Days of the receipt of the aforesaid information from the Bank.

Any inconsistencies regarding circumstances other than the ones indicated above, should be reported by the Customer to the Bank within five (5) Business Days of their identification or of the moment when, acting with due care, the Customer could identify them at the earliest time possible.

##### 2. Filing Complaints

Complaints may be filed by the Customer:

1) electronically - via electronic banking systems or using a complaint form on the website [www.bnpparibas.pl](http://www.bnpparibas.pl)

2) over the phone:

+48 500 990 500 – for domestic calls

+48 22 134 00 00 – for domestic and international calls

(the operator's rates apply)

3) in writing to the following address:

BNP Paribas Bank Polska S.A.

Biuro Zarządzania Procesem Rozpatrywania Reklamacji (Complaints Handling Bureau)

ul. Oświęcimska 9

41-707 Ruda Śląska

4) personally - in any Bank's branch. A complaint may be filed verbally or in writing.

Full contact details of the Bank's branches and registered office are provided at the above-mentioned website and in the Bank's branches.

Complaints shall include all the information that might help process them, likewise copies of the documents which refer to an action being the subject of the complaint and specify the grounds for complaint filing.

If additional information or documents are required to process a complaint, the Bank may request the Customer to present it.

The Bank maintains a register of complaints lodged, recording there the Customer's name, duration of the dispute since the moment of lodging the complaint by the Customer until the date of closing the dispute, type of the Transaction and the amount complained about.

##### 3. Complaint consideration date

The Bank considers complaints and provides a reply within the following time limits:

1) complaints regarding inconsistency of the Transaction Terms with the Confirmation received - within two (2) Business Days. In the event the Customer's complaint is accepted, the Confirmation content shall be changed accordingly, depending on the results of analysis of objections raised by the Customer. The provisions of § 9 shall apply accordingly to a new Confirmation received.

2) complaints related to the non-compliance of the Valuation of FX Options embedded in Transactions as at a given Valuation Date - not later than on the fifth (5th) Business Day after receipt of that complaint by the Bank,

3) other complaints - promptly, yet not later than within thirty (30) calendar days of its receipt. In particularly complex cases that prevent the Bank from resolving the complaint within the above time frames, in the information delivered to the Customer, the Bank explains the reasons for the delay, specifies the circumstances that need clarification and sets a time scale for solving the complaint that may not exceed sixty (60) calendar days of the complaint receipt.

##### 4. Notifying the Customer of the Complaint Procedure Progress and Outcome

The Bank may reply to the Customer's complaint in the manner specified by the Customer, i.e. on paper or another durable medium (including e-mail) to the Customer's address specified in the Master Agreement.

##### 5. Conduct after Complaint Procedure End

In cases when the Customer disagrees with the manner of handling a complaint by the Bank, the Customer should immediately notify the Bank about it in writing. In such a situation, the Bank and the Customer will undertake, in good faith, activities and negotiations aimed at an amicable solution of the dispute concerned, within five (5) calendar days of the dispute date. The failure to solve the existing dispute by the Parties in an amicable manner within that period puts an end to an early dispute detection and solution process.

##### 6. Other Provisions

The Bank's complaint procedure does not exclude the Customer's claims arising from the law provisions applicable to the Master Agreement.

#### § 17. Orders Execution Policy

The Bank applies the "Policy on the Execution of Orders of the Customer of the Global Markets Line of BNP Paribas Bank Polska S.A." ("the Policy") with respect to conclusion of Transactions with the Customers, to the extent that the Policy is applicable to the Customer. The Policy is included in the following document: "Information Package for the Customer of the Global Markets Line at BNP Paribas Bank Polska S.A."

Conclusion of Transactions covered by the Policy is tantamount to expressing consent by the Customer to apply the Policy to the Customer.

Except as otherwise provided in the Master Agreement or the Customer Information Attachment, changes to the Policy will be made available via the website by amending the "Information Package for the Customer of the Global Markets Line of BNP Paribas Bank Polska S.A." accordingly. The Customer will then receive the relevant information about the Policy change on a durable medium within the meaning of the Delegated Regulation, via email.

Conclusion of a Transaction covered by the revised Policy will be considered as acceptance of amendments to the Policy.

The Customer acknowledges and agrees to enter into Transactions outside the trading system.

#### § 18. Amendments to the Regulations

##### 1. Reasons for the Regulations amendment

The Bank may unilaterally amend the Regulations exclusively for significant reasons, including:

- 1) introduction of new or amendments to the applicable law provisions, or issuance by authorized state bodies of recommendations or interpretations, as well as a specific administrative decision on the manner of these law provisions application - to the extent to which the Bank is obligated to implement or apply such provisions in order to duly perform the Master Agreement,
- 2) changes in the Bank's products and services related to technical and IT progress, which increase security or facilitate the Customer to use the services and products of the Bank, provided that this ensures duly performance of the Master Agreement, and makes it necessary to adjust the provisions of the Regulations;
- 3) change of the functionality of banking services or products offered by the Bank resulting from changes of the Bank's IT infrastructure, which entail no additional obligations of the Customer, to the extent in which it results in the need to adjust the provisions of the Regulations.

##### 2. Notification of the Regulations Amendment

Notification of the Regulations amendment will be forwarded to the Customer in the form of a durable medium.

##### 3. Application scope of the amended Regulations

The amended Regulations are applicable to the Transactions concluded:

- 1) since the effective date of the new Regulations,
- 2) prior to the date on which they enter into force, however, insofar as their provisions regulate the issues that arise in relation to the Transactions, starting on the date, on which they enter into force.

##### 4. Termination of the Master Agreement in the Event of Amendments to the Regulations

Amendments to the Regulations become effective, if the Customer, within fourteen (14) calendar days from the date of receiving notification of amendments to the Regulations, has not terminated the Master Agreement (with one-month notice period), or if the Customer submitted a statement on acceptance of the amendments to the Regulations prior to expiration of that period. In the termination period the provisions of the existing Regulations shall apply, subject to the next sentence.

In the event that the Customer concludes a Transaction in the termination period, after the effective date of the new Regulations, the provisions of the new Regulations shall apply to the concluded Transactions.

If until the date of the Master Agreement dissolution as a result of the Customer's notice of termination, any payment obligations under the concluded Transactions are not fulfilled - the notice period of termination shall be extended and the Master Agreement shall be terminated upon fulfilment by the Parties of all payment obligations arising from the concluded Transactions. Until this point, all the provisions of the amended Regulations shall remain in force in relation to the Transactions.

#### **§ 19. Termination of the Master Agreement.**

1. The Master Agreement may be terminated:
  - 1) if the Parties have not entered into Transactions or fulfilled all obligations arising from the Transactions – by either Party upon one month's notice signed by persons authorized to do so, or
  - 2) by mutual agreement of the Parties.
2. The Master Agreement shall also be terminated, subject to § 18(4), on the day on which the agreement or agreements under which the Bank maintains bank accounts for the Customer is / are terminated, unless otherwise agreed.

#### **§ 20. Generic advice**

##### **1. Providing generic advice**

The Bank, as part of cooperation under the Master Agreement, may provide generic advice to the Customer, hereinafter referred to as the "advice". Advice is provided on the basis of the current market situation, and takes into account individual situation and needs of the Customer, however, such advice is not a recommendation relating to a particular Transaction. When providing the advice, the Bank acts in the best interest of the Customer.

##### **2. Form of providing advice**

Advice is provided in a form chosen by the Bank.

##### **3. Scope of advice**

The advice refers to providing detailed information about the risks and characteristics related to the Transaction,

#### **§ 21. Final provisions**

##### **1. The Bank's liability**

For non-performance or improper performance of obligations arising under the Master Agreement and Transactions concluded hereunder, the Bank shall be liable only for the actual damage inflicted on the Customer. The Bank shall not be liable for any lost opportunity.

##### **2. Assignment of rights**

Due to the Customer's individual assessment, the Customer may not assign its receivables arising under any Transaction without the Bank's prior consent.

##### **3. Costs incurred by the Customer in connection with Transactions**

Information on the costs incurred by the Customer in connection with the Transactions is included in Enclosure no. 1 to the Regulations.

##### **4. Bank Guarantee Fund**

The Customer's receivables due from the Bank, arising under the Master Agreement or Transactions concluded thereunder, are not secured by the mandatory deposit guarantee system, established under the Act of 10 June 2016 on the Bank Guarantee Fund, deposit guarantee system and compulsory restructuring.

##### **5. Application of the Regulations**

The Regulations shall become applicable as of 12 December 2022.

## Costs incurred by the Customer in connection with Transactions

With regard to the Transactions concluded with the Bank, the Customer shall bear the costs (margin) included in the price of the Transactions or in the price of early Transaction termination, depending on:

- 1) Transaction Terms or early Transaction termination (e.g. volume, currencies / interest rates, duration);
- 2) cost of the Bank's equity allocated to a given Transaction or early Transaction termination,
- 3) operating costs related to the Transaction or early Transaction termination,
- 4) extraordinary market events.

The total costs of a transaction related to a financial instrument include solely a margin included in the Transaction price.

The actually applied margin decreases the return on investment in favour of the Customer.

Once a year, the Bank provides the Customer with a report on the costs and fees that the Customer incurred in the previous calendar year – in connection with Transactions ("Annual Costs Statement").

With regard to Retail Customers, the Bank shall provide the Customer with information on costs - also in documents containing key information specified in the PRIIP Regulation.

### Maximum margins

Below we present maximum margins which can be charged by the Bank depending on a Transaction type. The margin actually charged may be lower.

In the event of extraordinary market events, understood as:

- 1) change of the EURUSD fixing rate (published by the European Central Bank) or the EURPLN or USDPLN fixing rate (published by the National Bank of Poland) - by min. 5% within a period of thirty (30) calendar days,
- 2) change of the deposit rate (published by the European Central Bank) or the reference rate (published by the National Bank of Poland) - by min. fifty (50) basis points within a period of thirty (30) calendar days,

the margins charged may be higher than those specified below.

The maximum margins are presented based on an assumption, on an indicative basis, of an investment amount of 100,000 PLN and Fixing Days falling up to one (1) year and up to two (2) years of the Transaction Conclusion Date, respectively.

| Investment initial value: 100.000,00 PLN |  |          |       |           |       |
|--|--|----------|-------|-----------|-------|
| Investment period                        |  | ≤ 1 year |       | ≤ 2 years |       |
| Instrument                               | Details of the Transactions                      | PLN      | %     | PLN       | %     |
| Dual Currency Deposit Transactions       | Cost of the investment service                   | 0,00     | 0%    | 0,00      | 0%    |
|  | Cost of the financial instrument                 | 3500,00  | 3,50% | 4500,00   | 4,50% |
|  | Payments from third parties                      | 0,00     | 0%    | 0,00      | 0%    |
|  | Total of costs and fees incurred by the Customer | 3500,00  | 3,50% | 4500,00   | 4,50% |

For the Dual Currency Deposit Transaction - the maximum margin is 3.5% of the Deposit Amount - in the transaction with the Fixing Date up to one (1) year, and in addition, maximum 1% of the Deposit Amount for each subsequent commenced year of the Transaction duration. The maximum margin may be charged both when the Transaction is entered into and when the Transaction is terminated early due to the change of the Deposit Termination Date (it is then included in the Early Termination Fee).

### Averaged margins

Below are presented averaged margins, charged historically by the Bank over a period of at least twelve (12) months.

The averaged margins are presented on the assumption that an exemplary investment Transaction of PLN 100,000 is made and settled on exemplary dates.

| Investment initial value: 100.000,00 PLN |           |       |                           |       |                           |       |            |       |
|--|-----------|-------|---------------------------|-------|---------------------------|-------|------------|-------|
| Investment period                        | ≤ 1 month |       | 1 to 3 months (inclusive) |       | 3 to 6 months (inclusive) |       | > 6 months |       |
|  | PLN       | %     | PLN                       | %     | PLN                       | %     | PLN        | %     |
| Dual Currency Deposit Transactions       | 96,13     | 0,10% | 483,40                    | 0,48% | 786,46                    | 0,79% | 1394,26    | 1,39% |

## Transaction Description

Any expressions used in this Transaction Description have the meaning assigned to them in the Regulations and the Master Agreement, unless otherwise stipulated herein. Polish terms used in the Transaction Description (in italics in brackets) shall have the same meaning as the terms in English and may be used interchangeably. The Transaction Description shall make an integral part of the Regulations.

### Dual Currency Deposit Transactions

#### § 1. Definitions

With respect to the Dual Currency Deposit Transactions, the terms and expressions used below shall mean as follows:

|  |   |
|--|---|
| <b>Administrator</b>                       | a term defined in the Enclosure to the Transaction Description.   |
| <b>Deposit Commencement Date</b>           | a Business Day falling normally on the Transaction Conclusion Date or on another Business Day as agreed by the Parties in the Transaction Terms.  |
| <b>Fixing Date</b>                         | a Business Day on which the Bank compares the Reference Exchange Rate with the Exchange Rate and decides on exercising its right to currency Conversion, falling normally 2 Business Days prior to the Deposit Termination Date or on another Business Day as agreed by the Parties in the Transaction Terms.   |
| <b>Deposit Termination Date</b>            | a Business Day agreed in the Transaction Terms, on which the Bank reimburses the Deposit Amount to the Customer (in the Deposit Currency or Alternative Currency) along with the Term Deposit Interest and Bonus Interest.  |
| <b>Transaction Conclusion Date</b>         | a Business Day on which a Transaction was concluded by the Parties.   |
| <b>Deposit Termination Date</b>            | a Business Day falling in the period from the Deposit Commencement Date (inclusive) until the Fixing Date (inclusive), until the time of the Reference Exchange Rate announcement.  |
| <b>Cut-Off Time</b>                        | the hour defined as such in the place agreed upon in the Transaction Terms.   |
| <b>Reference Exchange Rate</b>             | an exchange rate for a currency pair being the subject of the Dual Currency Deposit Transaction (Deposit Currency and Alternative Currency) determined by the central bank or other entity on the Fixing Date at the Cut-Off Time, applied to determine the Bank's right to make the currency Conversion. The type of the Reference Exchange Rate is agreed by the Parties in the Transaction Terms.                      |
| <b>Exchange Rate</b>                       | an exchange rate used for the Conversion of the Deposit Currency into the Alternative Currency, agreed in the Transaction Terms.  |
| <b>Deposit Amount</b>                      | an amount denominated in the Deposit Currency, indicated in the Transaction Terms, which is the subject of the Transaction. The Deposit Amount is constant throughout the Deposit Term.   |
| <b>Bonus Interest</b>                      | an amount denominated in the Deposit Currency, paid to the Customer by the Bank on the Deposit Termination Date, equivalent to an option bonus for purchasing an FX Option from the Customer by the Bank, that is for the right to Currency Conversion, calculated in the Deposit Term, with an assumption that the base year has 365 days.   |
| <b>Dual Currency Deposit Interest</b>      | an amount denominated in the Deposit Currency which is a sum of Bonus Interest and Term Deposit Interest.   |
| <b>Term Deposit Interest</b>               | an amount denominated in the Deposit Currency, paid to the Customer by the Bank on the Deposit Termination Date, calculated in the Deposit Term on the Deposit Amount, on the basis of the Term Deposit Interest Rate, with an assumption that the base year has 365 days.  |
| <b>Deposit Term</b>                        | a period commencing on the Deposit Commencement Date (inclusive) and ending on the Deposit Termination Date (exclusive).  |
| <b>Early Termination Fee</b>               | an amount denominated in the Deposit Currency, which may be charged by the Bank in case of early termination (breaking) of the Dual Currency Deposit by the Customer prior to the Deposit Termination Date, calculated by the Bank on the Deposit Early Termination Date and resulting from the cost of conclusion, on the interbank market, of a transaction closing an FX Option embedded in the Dual Currency Deposit. |
| <b>Dual Currency Deposit Interest Rate</b> | a fixed annual interest rate, being the sum of the Bonus Interest Rate and the Term Deposit Interest Rate, which is the basis for calculating the Dual Currency Deposit Interest by the Bank.   |
| <b>Bonus Interest Rate</b>                 | a fixed annual interest rate agreed upon in the Transaction Terms.  |
| <b>Interest Rate</b>                       | a fixed annual interest rate agreed upon in the Transaction Terms, and being a basis for calculation of the amount due to the Customer on account of a term deposit embedded in the Dual Currency Deposit.  |
| <b>Conversion</b>                          | currency conversion made by the Bank on the Deposit Termination Date of the Deposit Amount (in the Deposit Currency) into the Alternative Currency, using the Exchange Rate.  |
| <b>Base Currency</b>                       | a currency, whose a unit price (rate) is denominated in the Quoted Currency.  |
| <b>Deposit Currency</b>                    | a currency indicated in the Transaction Terms, in which the Deposit Amount is denominated.  |
| <b>Quoted Currency</b>                     | a currency in which the price of the Base Currency unit (or specified number of currency units) is denominated.   |
| <b>Alternative Currency</b>                | a currency agreed in the Transaction Terms, in which the Bank pays the Deposit Amount to the Customer in the case of Conversion.  |

#### § 2. Description of Dual Currency Deposit Transactions

The Dual Currency Deposit is a financial instrument, consisting of:

- 1) term deposit - in the amount equal to the Deposit Amount and in a currency identical to the Deposit Currency, and
- 2) FX Call Option for the Deposit Currency in the amount equal to the Deposit Amount, sold by the Customer.

Both of the above-mentioned Dual Currency Deposit components are inseparably linked and form a single product.

Under the Dual Currency Deposit, the Customer shall obtain Term Deposit Interest and Bonus Interest from the Bank. The Term Deposit Interest shall be paid on the term deposit maturity date (which is identical to the Deposit Termination Date).

The Bonus Interest Rate shall be paid on the Deposit Termination Date.

The right to the Conversion is determined depending on the Reference Exchange Rate fluctuation on the FX Option expiry date, which is identical to the Fixing Date - as regards to / compared to a set Exchange Rate, while mutual settlement of the Parties shall take place on the FX Option settlement date, which is identical to the Deposit Termination Date.

On the Deposit Commencement Date, the Customer makes the Deposit Amount in its Settlement Account available to the Bank, while the Bank under the Transaction concluded, opens a term deposit and debits with its amount the Customer's Settlement Account.

On the Deposit Termination Date, the Bank undertakes, in cases where:

- 1) the Deposit Currency is the Quoted Currency, and the Alternative Currency is the Base Currency and the Reference Exchange Rate is greater than or equal to the Exchange Rate - to credit the Customer's Settlement Account maintained in the Deposit Currency with the: Deposit Amount, Term Deposit Interest and Bonus Interest;
- 2) the Deposit Currency is the Quoted Currency, and the Alternative Currency is the Base Currency and the Reference Exchange Rate is lower than the Exchange Rate:
  - a) to convert the Deposit Amount into the Alternative Currency at the Exchange Rate (the "Conversion"), and then credit the Customer's Settlement Account maintained in the Alternative Currency with that amount, and
  - b) to credit the Customer's Settlement Account maintained in the Deposit Currency with the: Term Deposit Interest and Bonus Interest;
- 3) the Deposit Currency is the Base Currency, and the Alternative Currency is the Quoted Currency, and the Reference Exchange Rate is lower than or equal to the Exchange Rate - to credit the Customer's Settlement Account maintained in the Deposit Currency with the: Deposit Amount Term Deposit Interest and Bonus Interest;
- 4) the Deposit Currency is the Base Currency, and the Alternative Currency is the Quoted Currency, and the Reference Exchange Rate is greater than the Exchange Rate:
  - a) to convert the Deposit Amount into the Alternative Currency at the Exchange Rate (the "Conversion"), and then credit the Customer's Settlement Account maintained in the Alternative Currency with that amount, and
  - b) credit the Customer's Settlement Account maintained in the Deposit Currency with the: Term Deposit Interest and Bonus Interest.



### § 3. Transaction Terms

In order to enter into a Dual Currency Transaction, the Parties shall, in each case, agree the essential Transaction Terms out of the following:

- 1) Deposit Amount (*Kwota Depozytu*);
- 2) Deposit Currency (*Waluta Depozytu*);
- 3) Alternative Currency (*Waluta Wymiany*);
- 4) Reference Exchange Rate (*Kurs Referencyjny*);
- 5) Exchange Rate (*Kurs Wymiany*);
- 6) Fixing Date (*Dzień Wymiany*);
- 7) Deposit Commencement Date (*Dzień Rozpoczęcia Depozytu*);
- 8) Deposit Termination Date (*Dzień Zakończenia Depozytu*);
- 9) Bonus Interest Rate (*Oprocentowanie Bonusowe*);
- 10) Interest Rate (*Oprocentowanie Depozytu Terminowego*);
- 11) Dual Currency Deposit Interest Rate (*Oprocentowanie Depozytu Dwuwalutowego*).

### § 4. Inability to Determine the Reference Exchange Rate

In the event of inability to determine the Reference Exchange Rate in the manner specified in the Transaction Terms, as result of lack of publication of such rate or occurrence of a material change in the method of setting the rate by the Administrator, the provisions of the Enclosure to the Transaction Description.

### §5. Transaction Early Termination

To early terminate (break) the Transaction prior to the Deposit Termination Date - the Customer, on the Deposit Early Termination Date, shall (i) contact the Bank in the manner provided for the Arrangement of the Transaction Terms and (ii) make a declaration of intent on early termination of the Transaction.

For the Transaction early termination, i.e. prior to the Deposit Termination Date - the Bank may charge an Early Termination Fee. A precondition for the Transaction early termination is acceptance by the Customer of the Early Termination Fee due to the Bank.

As a result of the Transaction early termination prior to the Deposit Termination Date, the Bank shall refund the Deposit Amount to the Customer, less a possible Early Termination Fee (risk of losing the invested capital). The Interest accrued on the Deposit Amount is not due to the Customer. The amount of the Early Termination Fee is dependent on the cost of conclusion by the Bank, in the interbank market, a transaction closing the FX Option embedded in the Dual Currency Deposit; the respective amount is dependent on fluctuation of market parameters that affect such financial instrument on the Deposit Early Termination Date, and thereby is unknown as at the Transaction Conclusion Date.

### §6. General Description of Risks Inherent in Dual Currency Deposits

The purpose of this section is to provide the Customer that is classified by the Bank, in accordance with the MiFID Regulation, to the category of retail customers or professional customers or eligible counterparties - with a general description of risks associated with investing in Dual Currency Deposits. This description is neither any form of investment advice (nor any other form of advice), nor a recommendation on conclusion of Dual Currency Deposits. Prior to conclusion of a Dual Currency Deposit, the Customer should consider, on its own, whether such Transaction reflects his/her knowledge and experience as regards products, financial standing and objectives set and, if necessary, should seek professional advisory services.

Conclusion of Dual Currency Deposits is associated with the following risks for the Customer:

#### Principal Loss Risk:

Conclusion of a Dual Currency Deposit is connected with the Conversion risk (i.e. converting the Deposit Amount from the Deposit Currency into the Alternative Currency at the Exchange Rate set on the Deposit Commencement Date). The Bank shall effect the Conversion if on the Fixing Date, the Deposit Currency appreciates in value against the Alternative Currency. The Conversion depends on the comparison of the Exchange Rate and the Reference Exchange Rate for a given pair of currencies set on the Fixing Date.

The principal loss risk is associated with the Conversion at a rate which is unfavourable as compared to the market rate. If it is necessary to reconvert the Deposit Amount paid out in the Alternative Currency into the original Deposit Currency at the market exchange rate on the Fixing Date, there is a risk of loss of part of the invested capital (that is, obtaining a lower Deposit Amount than the amount initially invested). Only interest on the Dual Currency Deposit ("**the Dual Currency Deposit Interest**") is guaranteed, and it will be paid to the Customer in the amount agreed at the investment opening, always in the Deposit Currency. The option of currency conversion and possible loss of a deposit principal is dependent on the market rate trend for a given pair of currencies on the Fixing Date, and is not known at the time of the Transaction conclusion. In addition, the risk of deposit principal loss may arise as a result of the Customer's incurring the Early Termination Fee.

In the event the funds invested prior to the Deposit Termination Date are withdrawn, the Customer shall receive a refund of the invested principal amount (without Dual Currency Deposit Interest), which may be reduced by the Early Termination Fee, calculated on the Deposit Breaking Date. The aforesaid fee is dependent on the costs of closing transactions on the interbank market, which are components of the Dual Currency Deposit (the right to Conversion, among others).

#### Liquidity:

Dual Currency Deposits are transactions concluded outside the regulated market (OTC, over-the-counter) and are not traded on the secondary market; therefore, they are not considered liquid instruments. However, it is possible to close the position resulting from such instrument by entering into a reverse (closing) transaction with the Bank or another financial institution with respect to the transaction already concluded.

A reverse transaction is entered into under new terms and conditions agreed upon with the Bank, or another financial institution offering such instruments, and results in concluding a new transaction in addition to the transaction being closed. Depending on agreed terms and conditions of the closing transaction as well as current market conditions, the transaction may eventually balance in full or in part economic effects of the closing transaction or entail the necessity for the Customer to pay a specified amount resulting from the settlement of the transactions.

However, one should bear in mind that in extreme situations (economic crisis, war, etc.) entering into a closing transaction may become particularly difficult and consequently, it may become impossible to conclude such a transaction, or quotations applied to such transactions may be unavailable or the quality of quotations may be deteriorated. There is also the risk that no financial institution will be willing to enter into a closing transaction with the Customer.

#### Inflation Risk:

A risk that inflation will have a negative impact on the rate of return on the Dual Currency Deposit concluded. This risk means that due to inflation the amount received on the Deposit Termination Date may have a lower purchasing power (it will not be possible to purchase the same goods) than on the Conclusion Date.

## Rules of procedure in the event of lack of Benchmark publication or a change in the Benchmark's method of calculation

This Enclosure to the Transaction Description, hereinafter referred to as the "**Rules of Procedure**", sets of the rules of conduct for the Bank in the event of a temporary or permanent cessation of Benchmark's provision or a change of the method of Benchmark calculation.

Any terms and expressions used in Rules of Procedure shall have the meaning assigned to them in the Regulations and the Transaction Description, unless otherwise stipulated herein. Rules of Procedure is an integral part of the Regulations and the Transaction Description.

### §1. Definitions

The terms and expressions used in the Rules of Procedure shall have the following meaning:

|                              |   |
|------------------------------|---|
| <b>Administrator</b>         | the entity exercising control over the Benchmark development.   |
| <b>Benchmark Banking Day</b> | a day which, in accordance with applicable laws, is not a statutory holiday and is not a Saturday.  |
| <b>Application Day</b>       | a day on which the Parties are to apply the Benchmark to determine the Parties' performance in accordance with Transaction Terms.   |
| <b>Replacement Day</b>       | respectively: <ol style="list-style-type: none"> <li>1) if the Announcement on the Lack of License occurs - the first day in which the Current Benchmark may not be lawfully applied to Transaction,</li> <li>2) if the Announcement on the Cessation of Publication occurs - the first day on which the Current Benchmark has not been published in connection with the Announcement on the Cessation of Publication.</li> </ol>   |
| <b>Working Group</b>         | a working group, nominated by, operating under the supervision of or with the participation of public authorities or market regulators, preparing the proposal for the replacement of the Current Benchmark.  |
| <b>Appointing Entity</b>     | the European Commission, any relevant authority supervising the Administrator, the Administrator, authorized public authority or any other entity authorized in accordance with applicable laws to recommend or nominate the Alternative Benchmark.   |
| <b>Fallback Event</b>        | one of the following events: <ol style="list-style-type: none"> <li>1) a credible source provides public information that the Benchmark will not be registered or no decision on its equivalence will be issued or the Administrator has not received or will not receive a relevant permit or registration for the provision of the Benchmark or such permit or registration for the provision of the Benchmark has been revoked or suspended (the "<b>Announcement on the Lack of License</b>"),</li> <li>2) the Appointing Entity provides public information that the Administrator has permanently ceased to or is to permanently cease to publish the Benchmark if, until the date of such information no replacement entity is specified for the Administrator which would continue to calculate or publish the Benchmark (the "<b>Announcement on the Cessation of Publication</b>"),</li> <li>3) the Benchmark is not published due to reasons other than connected with the Regulatory Event (the "<b>Temporary Lack of Publication</b>").</li> </ol> |
| <b>Benchmark</b>             | Reference Rate.   |
| <b>Alternative Benchmark</b> | the Benchmark replacing the Current Benchmark in case of the Fallback Event.  |
| <b>Current Benchmark</b>     | the Benchmark applicable prior to the occurrence of the Fallback Event.   |
| <b>Regulatory Event</b>      | Announcement on the Lack of License or Announcement on the Cessation of Publication.  |

### § 2. General Provisions

1. The Bank will establish the Alternative Benchmark in accordance with § 2 - § 7 and applied them from the first day of Application Day falling on the Replacement Day or after that day, for the remainder of the term of the Transaction, subject to other provisions of this paragraph.
2. If during the period from the Regulatory Event date to the Replacement Day no Current Benchmark has been published or it may not be lawfully used – the Alternative Benchmark is applied starting from the first day of Application Day after the occurrence of the Regulatory Event. In such case, the Bank shall establish the Alternative Benchmark as at the Replacement Day again.
3. Following the occurrence of the Regulatory Event, the Alternative Benchmark is applied irrespective of the later cessation of the grounds for the replacement of the Current Benchmark.
4. A change of the method of calculation of the Benchmark announced by the Administrator shall not constitute a Fallback Event or grounds for amending the Transaction.

### § 3. Temporary Lack of Publication

In the event of the Temporary Lack of Publication of a Benchmark the provisions applicable for Regulatory Event shall apply with the proviso that the Alternative Benchmark shall be applied again for the next Application Days.

### § 4. Regulatory Event – general provisions

1. If a Regulatory Event the Bank shall first apply the fallback solutions described in § 5.
2. In case Alternative Benchmark applied by the Bank in accordance with § 5 does not have a currency pair corresponding to the Benchmark, Bank applies as Alternative Benchmark the Alternative Benchmark for the euro currency and Currency divided by the Alternative Benchmark for the euro currency and Settlement Currency.

### § 5. Regulatory Event – detailed provisions

1. If a Regulatory Event occurs, the Bank shall apply Alternative Benchmark Bloomberg FX Fixing for the same time in the same time zone as the publication of Benchmark and the relevant currency pair.
2. In the case where the fallback solutions described in item 1 cannot be applied by the Bank, the Bank shall apply the Alternative Benchmark WM Reuters Spot Rate for the same time in the same time zone as the publication of Benchmark and the relevant currency pair.
3. In the case where the fallback solutions described in item 1 - 2 cannot be applied by the Bank, the Bank shall apply the Alternative Benchmark average exchange rate announced by the National Bank of Poland.

### § 6. Information

If the Regulatory Event occurs, the Bank will provide the Customer with the information on the applied fallback, the established Alternative Benchmark and its value in the way specified for notifications under the Master Agreement and will publish information regarding the establishment of the Alternative Benchmark on the website of the Bank - [www.bnpparibas.pl](http://www.bnpparibas.pl).

### § 7. Relevant application of provisions

Following permanent replacement of the Current Benchmark with the Alternative Benchmark, the provisions of the Master Agreement and the Rules of Procedure which apply to the Benchmark and Current Benchmark shall be applied accordingly to the Alternative Benchmark.