



## Regulations regarding Accounts and provision of other Services for Corporate Customers and Customers from the Small and Medium-sized Enterprises Segment

### I. General Provisions

#### \$1. Scope of the Regulations

- The Regulations establish the conditions on which the Bank maintains Accounts for Account Holders, provides electronic banking services and concludes FC Transactions. Appendices to these Regulations shall make an integral part hereof.
- The Bank maintains, after concluding the relevant agreements or on the basis of the law, the following Account types for Account Holders:
  - Current Accounts;
  - Auxiliary Accounts;
  - Special Funds Accounts;
  - Term Deposit Accounts;
  - Progressive/Placement Accounts;
  - Payroll Accounts;
  - Foreign Currency (FC) Accounts;
  - Subsidy Accounts;
  - Trust Accounts;
  - Escrow Accounts;
  - PSP Accounts;
  - VAT Accounts
- Subject to para. 5, having concluded an Account Agreement, the Account Holder can conclude Transactions and Placement Transactions over the phone, provided that terms and conditions stipulated in the Regulations have been fulfilled.
- Transactions can be concluded using the FX Trading Platform or the GDealer application, under the rules determined in the separate regulations regarding these channels. If the Bank and the Account Holder have entered or will enter into a master agreement whose scope covers Transactions, since the master agreement conclusion date the Parties will conclude Transactions solely on the basis of that master agreement.
- The Bank uses Electronic Access Channels to provide Account Holders with electronic banking services which specifically include Cards, GOMobile Biznes System, GOMobile Biznes, FX Trading Platform, GODEALER, Connexis System, Connexis Cash Mobile, Customer Service or the Call Centre.
- All provisions of the Regulations applicable to Payment Transactions shall be applied to PSD Payments, unless the Regulations provide otherwise.
- Provisions of the Payment Services Act dated 19 August 2011 (Journal of Laws no. 2014, item 873, as amended) within the scope stipulated in Article 16 and 33 thereof, shall not apply to the services provided by the Bank under the Account Agreement and the Regulations.

#### \$2. Definitions

The terms used in the Regulations shall be construed as follows:

- Bank** - BNP Paribas Bank Polska SA with its registered office in Warsaw, at ul. Kasprzaka 2, 01-211 Warsaw, entered into the Register of Entrepreneurs of the National Court Register (KRS) by the District Court for the capital city of Warsaw in Warsaw, XIII Commercial Division of the National Court Register, under KRS number: 0000011571;
- Correspondent Bank** - a bank which maintains a bank account for the Bank (Nostro account) or a bank for which the Bank maintains a bank account (Loro account);
- Bank-o-phone** - component of the Call Centre, self-service, automated telephone service of the Bank, operating on the basis of previously taped voice communications. Once the User gets through to the Bank-o-phone, s/he enters instructions using the telephone keyboard. The Bank-o-phone facility also enables the User to connect with the Consultant Service;
- Biometric authorization data** - user key, created and digitally saved in a mobile device, generated for one, defined biometric feature of the User and corresponding to a unique code created by the Bank. Examples of biometric feature are a fingerprint or individual face characteristics. The unique code is permanently linked to the User login. The purpose of the code is for the User to use it to accept a logging method or authorize an Instruction using biometric features. The User can withdraw approval for login or Instruction authorization using biometric features by turning off this function in GOMobile Biznes. The biometric feature and the above-mentioned User key are neither transferred to the Bank nor saved by the Bank.
- BMR Regulation (EU) 2016/1011** of the European Parliament and of the Council of 8 June 2016 on indices used as benchmarks in financial instruments and financial contracts, or to measure the performance of investment funds, and amending Directives 2008/48/EC and 2014/17/EU and Regulation (EU) No 596/2014, as amended.
- Call Centre** - a service that enables registered Users to obtain, over the phone, round-the-clock access to Accounts as regards receiving information on Account balances and submitting Instructions;
- Connexis Cash Mobile** - a version of the Connexis System suitable for mobile devices (mobile phones, tablets with Android/iOS) made available to the User using the Connexis System;
- Cheque** - a document drawn in the form provided for under the Cheque Law Act dated 28 April 1936, including an unconditional order of the Cheque Drawer addressed to its bank to pay the cash amount specified on the cheque to the cheque bearer or a person mentioned using the funds which the Cheque Drawer has at its disposal in that bank;
- Biometric features reader** - mobile device function made available by the manufacturer of the using biometric features or of the software installed on it. It is used to read the biometric features and save it on the device in order to create a corresponding User key;
- Value Date** - moment of time from which or until which the Bank calculates interest on the funds that have credited or debited the Account;
- AIS Supplier** - an entity, other than the Bank, which provides the Account Holder with information about the Payment Account and the related Payment Transactions (Account Information Service, AIS);
- PIS Supplier** - an entity, other than the Bank, which provides the Account Holder with a service consisting in initiation of cashless Payment Transactions from the Payment Account (Payment Initiation Service, PIS);
- CAF Supplier** - an entity, other than the Bank, which issues a payment card or another payment instrument based on the payment card, to the Account Holder; the instrument, upon consent of the Account Holder, will be linked to the Payment Account indicated by the Account Holder in such a way that, at the request of the CAF Supplier, the Bank will confirm that the amount required to execute the Payment Transaction made using the above payment instrument is available in the Payment Account (Confirmation Availability of Funds, CAF)
- Payment Services Supplier** - Account Holder operating in Poland as a payment service agency, a small payment institution, payment institution, electronic money institution or a branch of a foreign electronic money institution or a bank offering payment services only;
- Available Balance** - total funds deposited in the Account, increased by funds the Bank makes available under credit facilities attached to the Account, decreased by all blockages made by the Bank on the Account, and if a split payment is made, increased by funds on the related VAT Account;
- Instruction** - an order given to the Bank by the Account Holder in the manner provided for in the Regulations or in the Account Agreement - to make settlements specified therein, in particular cash deposits or cash withdrawals, to make transfers of pecuniary funds via a transfer order, including a Standby Order and direct debit, to make a settlement using a Card, likewise open or break a Term Deposit or perform other Account maintenance operations;
- Business Day** -
  - each day from Monday through Friday, when the Bank runs its regular business under the Regulations, except for public holidays or days when any institution or financial market, required to settle the Transactions or determine conditions indispensable to settle Payment Transactions or Transactions, does not operate and
  - Saturdays and Sundays - in relation to Transactions that may be concluded on those days via the Electronic FX Trading Platform or the GODEALER application, except for public holidays (other than Sunday).
 Working time of the Bank Units is available in the Bank Units, the Call Centre and on the Website;
- Electronic Access Channels** - technical and functional solutions provided by the Bank, which enable the User to access his/her Account through hard-wired or wireless connection devices, to order transactions and other actions initiated by the User; detailed information regarding functionality and maintenance of Electronic Access Channels can be obtained in the Bank Units, on the Website or through the Call Centre;
- Electronic FX Trading Platform** - an Internet transaction platform of the Bank which enables in particular conclusion and execution of Transactions, including for the purpose of the Transfer Instruction execution) and receipt of the information on the financial market by the Account Holder. The Electronic FX Trading Platform may be provided by the Bank under various names / labels.
- EUR** - euro, a legal tender in the countries which are members of the Currency and Monetary Union;
- Cut-off Time** -
  - an hour on the Business Day determined for particular outgoing Payment Transactions (i.e. transactions where the Bank sends the funds to the payee's bank) and incoming transactions (i.e. transactions where the Bank receives the funds from the payer's bank), after which any Instructions received to calculate the date of effecting a transaction are deemed received on the next Business Day.
  - in reference to FX Transactions - the time by which the Customer should make the Transfer Instruction; Cut-off Time specification for particular transactions is available in the Bank Units, the Call Centre or on the Website;
  - in reference to Customers for whom the Bank acts as depositary in the meaning of the Act on investment funds and management of alternative investment funds - the time by which the Customer should make the Transfer Instruction in order for it to be realized on the given Business Day (after fulfilling all other requirements); a List of Cut-off Times for particular Payment Transaction will be sent to Customers electronically.
- GOMobile Biznes** - a version of the GOnline biznes System adapted for mobile devices, made available to the GOnline biznes System Users, pursuant to the Regulations;
- GODEALER** - a mobile application installed on Android or iOS mobile devices for concluding Transactions, making financial market information available to the User and using other services made available by the Bank. The application can be made available in different versions;
- IBAN/NRB** - international bank account number/ bank account number, a unique identifier for a bank account used to identify it in Payment Transactions;
- Endorsement** - transfer of rights under a Cheque by placing the "for collection" clause on the back of the Cheque and signing it by the Presenter pursuant to the Specimen Signature Card or the Account Administration Card;
- Collection** - accepting the Cheque by the Bank from the Presenter and: sending it to the Cheque Drawer's bank for payment (external collection), or making payment for it, if the Bank maintains the Cheque Drawer's Account (own collection);
- Bank Unit** - the Bank's branch, sub-branch, the Bank's franchise branch or the Business Centre, in which the Bank's activity is conducted or a relevant, separated department that concludes Transactions. A list of all Bank Units is available on the Website, through the Call Centre and in each Bank Unit;
- Card** - a payment card issued by the Bank to the Account;
- Personal Data Form (PDF)** - a document that includes personal data of each person duly authorised to place Instructions in accordance with the authorisation held and a specimen signature of that person;
- Account Administration Card (AAC)** - a written document listing all persons authorized to dispose of the Accounts with their respective scopes of authorization specified;
- Specimen Signature Card (SSC)** - a document which contains personal data and specimen signature of the Account Holder, its representatives or Proxies authorised to give written Instructions;
- Civil code** - the law of 23 April 1964 r. Civil code or any law act replacing this law;
- Transfer Message** - a transfer message used for making split payments defined in Article 108a item 3 of the VAT Act, along with any modifications provided for in the provisions of law;
- Cross Rate** - an FX rate applied by the Bank to exchange one Currency for another; the exchange is made in such a way that one Currency is converted at a buy rate applied by the Bank, and then so calculated PLN amount is exchanged for a target Currency at a sell rate applied by the Bank;
- Term Deposit** - funds in PLN or in a Currency, deposited for a specified period on a Term Deposit Account appropriate for a given currency;
- Unauthorized Debit Balance** - the debt the Account Holder owes to the Bank which exceeds the Available Balance, arising in particular from the settlement of Instructions against the Account or debiting the Account with the amount of commissions or fees due to the Bank;
- Maximum Default Interest** - the maximum default interest determined on the basis of Article 481 of the Civil Code;
- Charging Option** - a division of costs of effecting a Payment Transaction between the transfer's payer and payee; The Charging Options include:
  - BEN Charging Option - all commissions and fees of all banks that participate in effecting a transfer are paid by the payee;
  - OUR Charging Option - the transfer payer pays all bank commissions and fees due on account of effecting a transfer, including costs of intermediary banks;

- c) **SHA Charging Option** – all commissions and fees due to the sending bank are paid by the payer, while all costs of the payee's bank and intermediary banks are paid by the payee;
39. **Software** – specialist software developed to reduce the risk of stealing funds from bank accounts and bank data sent electronically, in particular, which reduces the risk of self-installation of malware (i.e., an illegal, automatic and illicit download of data while browsing websites making unauthorised transactions), as well as phishing. Such software is an additional element of protection and in no case replaces any anti-virus software or protection software, including firewalls used so far by the User;
40. **Member State** – a member state of the European Union or the European Free Trade Association (EFTA) – a party to the Agreement on the European Economic Area;
41. **Power of Attorney** – a document that specifies the scope of authorization granted to a Proxy as regards the Accounts;
42. **Proxy** – any person authorized by the Account Holder to administer the Account within the scope stipulated in the Power of Attorney;
43. **Split payment - MPP** – payment made using the split payment mechanism, referred to in Article 108a of the VAT Act;
44. **PSD Payment** – a Payment Transaction in PLN, EUR or other currency of a Member State, effected on the territory of the Republic of Poland or in trading with Member States.
45. **International Payment** – a Payment Transaction in any currency with respect to which the payment services supplier acting in favour of the other party to the Payment Transaction is situated in a country other than a Member State;
46. **VAT** – goods and services tax within the meaning of the VAT Act;
47. **Presenter** – the Account Holder who presents a cheque for collection in the Bank;
48. **Electronic Signature** – any qualified electronic signature, and an advanced electronic signature acceptable for the Bank, and an electronic signature within the meaning of Article 3 (10-12) 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, acceptable for the Bank. The list of advanced electronic signatures and electronic signatures acceptable for the Bank is available on the Website and in Bank Units;
49. **Account Holder or Customer** – an entity which is not a consumer within the meaning of the provisions of the Civil Code that entered into the Agreement on Account with the Bank;
50. **The Banking Law** – the law of 29 August – the banking law or any law act superseding the law;
51. **NON-STP transfer** – a transfer that is not a domestic transfer in PLN, whose contents show any of the following deficiencies or errors:
- incorrect SWIFT code (BIC) of the payee's bank,
  - the payee's account number is not IBAN (if the payee's account is held in the country where IBAN use is required),
  - the instruction is improperly formatted (the data were entered in inadequate fields).
52. **SEPA Credit Transfer** – a transfer order which meets all the following criteria jointly:
- it is denominated in EUR,
  - it is sent between accounts maintained by banks based in Member States, Great Britain and Switzerland,
  - it includes a correct number of the payee's account, consistent with the IBAN format,
  - it includes the SHA Charging Option,
  - it is free of any additional payment instructions;
53. **Currency Conversion** – currency exchange made by the Bank and upon its consent at the Bank's buy/sell rate applicable at the moment the Bank proceeds to carry out an Instruction, or, at the Cross Rate in the case one Currency is exchanged into another Currency. The exchange rates applied by the Bank are determined on the basis of current currency exchange rates on the interbank market adjusted by the Bank's fixed margin expressed in per cent. Information about exchange rates of currencies and margins for specific currencies (in the form of a difference between a sell rate and buy rate – the so-called spread) is available in the Bank Units, Call Centre and on the Bank's Website. The above definition is not applied to when concluding Transactions;
54. **Account** – a bank account opened by the Bank for the Account Holder under a relevant Account Agreement, excluding VAT Account;
55. **Current Account** – a settlement account within the meaning of the Banking Law earmarked for all and any settlements related to the Account Holder's business activity;
56. **Subsidy Account** – an Auxiliary Account used by the Account Holder to receive and safekeep funds derived from the state budget subsidies for specific purposes as well as funds obtained under financed programmes providing access to the EU budget, and not repayable aid funds granted by member states of the European Free Trade Association and also not repayable funds derived from other foreign sources;
57. **Escrow Account** – a blocked bank account maintained by the Bank under a multilateral agreement which regulates in details the terms and conditions of withdrawal of funds from this Account;
58. **Special Funds Account** – a Current Account earmarked for aggregating funds connected with the Account Holder's activity;
59. **Term Deposit Account** – a term deposit account within the meaning of the Banking Law;
60. **Payroll Account** – an Auxiliary Account earmarked for remuneration payments;
61. **Payment Account** – an Account serving to effect Payment Transactions that is not a Term Deposit Account, Progressive/Placement Account, Trust Account or Mass Payment Account, and the VAT Account;
62. **Auxiliary Account** – a Current Account earmarked for making settlements connected with the Account Holder's activity;
63. **Trust Account** – a trust account within the meaning of the Banking Law;
64. **Progressive/Placement Account** – an account maintained in PLN, designated only for accumulating funds of the Account Holder obtained in relation with the business activity conducted;
65. **PSP Account** – an Account maintained for a Payment Services Supplier intended for keeping funds accepted by the Payment Services Supplier from users in order to perform payment transaction or received by the Supplier in exchange for electronic money spent;
66. **Foreign Currency (FC) Account** – an Account designated to accumulate funds in Currencies, payable on demand, and to make cash settlements. The Bank maintains FC Accounts in Currencies determined in the Bank's offering;
67. **VAT Account** – Vat account within the meaning of Article 62a item 1 of the Banking Law Act, maintained by the Bank for the Account Holder;
68. **Regulations** – these Regulations regarding accounts and provision of other services for Corporate Customers and Small and Medium-sized Enterprises Segment Customers;
69. **SEPA** – the Single Euro Payments Area, which enables making payments under uniform rules and standardized mechanisms in all Member States, Great Britain and Switzerland;
70. **Consultant Service** – the Bank's telephone service, a part of the Call Centre, operated by the Bank's employees;
71. **Strong Authentication** – a User authentication procedure including the use of at least two elements classified as knowledge, possession or feature of a User, applied by the Bank in case when the User obtains online access to the Account, initiates an electronic Payment Transaction or performs, via remote channel, an activity which may be related to a risk of fraud associated with the payment services provided or other frauds;
72. **Party/Parties** – the Account Holder, the Bank or both the Bank and the Account Holder, as the case may be;
73. **Website** – the Bank's Internet site: [www.bnpparibas.pl](http://www.bnpparibas.pl)
74. **Connexis System** – an international Internet banking system of the BNP Paribas Group;
75. **GOonline Biznes System** – internet banking system;
76. **SEPA Credit Transfer Settlement System** – is a set of rules, practices and standards agreed at interbank level, applicable to participants of the system, included in the "SEPA Credit Transfer Scheme Rulebook" issued and updated by the European Payment Council, intended to achieve interoperability for the provision and operation of SEPA payment products and services;
77. **Table of Commissions and Fees** – a list of commissions and fees charged to the Account Holder presently applicable at the Bank;
78. **Placement Transaction** – a non-renewable Term Deposit, concluded over the phone, under terms and conditions negotiated individually;
79. **Payment Transaction** – depositing, transfer or withdrawal of funds;
80. **Account Agreement** – a bank account agreement, under which the Bank maintains a respective Account in favour of the Account Holder;
81. **Unique Identifier** – a combination of letters, digits or symbols determined for the payee by the bank of the Payment Transaction payee, which is delivered by the Payment Transaction payer in order to unequivocally identify the payee or its account maintained by the payee's bank;
82. **Customer Service** – a service provided by the Bank, allowing for the Account Holder's contact with the Bank by telephone on the principles defined in a separate document;
83. **Complaint Act** – act dated 5 August 2015 on Complaint Handling by the Financial Market Entities and Financial Ombudsman (Journal of Laws of 2016, item 892, as amended);
84. **Act on payment services** – Act of 19 August 2011 on payment services;
85. **VAT Act** – Act of 11 March 2004 on the goods and services tax;
86. **User** – the Account Holder provided with access to the Account by the Bank by means of the selected Electronic Access Channel, or the Proxy to whom, upon the Account Holder's consent, the Bank granted access to the Account via the selected Electronic Access Channel;
87. **Currency** – monetary values that are a legal tender outside the territory of the Republic of Poland and included in the list of convertible currencies published by the President of the National Bank of Poland ("NBP");
88. **Own Payment** – cash payment into the Account, made on behalf and in favour of the Account Holder, if the Account Holder is indicated in the Instruction as the ordering party and payee, or the Payment Instruction has been signed by the Account Holder or persons authorized by the Account Holder to place Instructions on his/her behalf;
89. **Cheque Drawer** – a natural or legal person, holding an account in the Bank or another bank, who has drawn a Cheque presented for Collection;
90. **Standing Order** – a Payment Transaction in which the Bank receives and executes an instruction to settle regular payment obligations of the Account Holder on the territory of Poland in PLN; The Standing Order is characterized by an invariable amount of the payment obligation, fixed calendar date of its execution, invariable details of the payee and repeating title of the payment obligation, e.g. on account of rental of premises, subscription fee, repayment of fixed instalments, alimony payments, etc.;
91. **Polish zloty (PLN)** – the legal tender on the territory of the Republic of Poland.
- The terms and expressions concerning Transactions used in the Regulations shall have the following meaning:**
92. **Transfer Instruction** – a transfer order placed by the Account Holder at the Bank, denominated in the Currency, for the Notional Amount (or its part) which the Account Holder purchased from the Bank at the Exchange Rate applied;
93. **Settlement Date** – a Business Day, agreed in the Transaction Terms, when a Transaction is executed (settled);
94. **Valuation Date** – shall mean each Business Day in the course of the Agreement on Collateral, during which the Bank calculates the Valuations /sum of Valuations for individual /all Transactions;
95. **Conclusion Date** – a Business Day when a Transaction is concluded;
96. **Buyer/ Seller** – depending on the circumstances, the Bank or the Account Holder;
97. **Exchange Rate** – a Settlement Currency exchange rate, as determined in the Transaction Terms, at which the Notional Amount is either sold or bought;
98. **Settlement Amount** – an amount denominated in the Settlement Currency, equivalent to the Notional Amount in the Settlement Currency, calculated as the product of the Notional Amount and the Exchange Rate;
99. **Notional Amount** – an amount denominated in the Currency, sold by the Seller to the Buyer;
100. **Transaction Limit** – an amount established by the Bank upon Account Holder's request, specifying an estimated maximum value of receivables due from the Customer to the Bank under Transaction(s). The Transaction Limit Amount sets the Bank's risk level arising from Transaction(s). The actual amount of receivables due from the Customer to the Bank under Transaction(s) may be different from the adopted Transaction Limit amount.
101. **Business Day Locations** – locations appropriate to establish whether a given day is a Business Day. A Business Day Location may be established by the Parties for particular Transactions;
102. **Confirmation** – a document prepared by the Bank in form of a durable medium confirming the Transaction Terms /amendments to the Transaction Terms;
103. **Customer Settlement Account** – a bank account, indicated in the Account Agreement, held by the Account Holder at the Bank in the Currency or in the Settlement Currency, through which the Transaction is executed;
104. **Transaction (Currency Transaction)** – a currency transaction whereby the Seller shall sell the Notional Amount to the Buyer, while the Buyer shall buy it for the Settlement Amount on the Settlement Date. The Transaction is not an Instruction within the meaning of the Regulations.
105. **Today Transaction** – a Transaction whose Settlement Date is the Conclusion Date;
106. **Tomorrow Transaction** – a Transaction whose Settlement Date is the Business Day immediately following the Conclusion Date;
107. **Spot Transaction** – a Transaction whose Settlement Date is the second Business Day following the Conclusion Date;
108. **Settlement Currency** – a currency in which the Buyer pays for the Notional Amount;
109. **Currency** – a currency in which the Notional Amount is denominated;
110. **Transaction Terms** – the terms, agreed upon by the Parties, on which the Transaction was concluded;
111. **Valuation** – an amount denominated in PLN which is a difference between the current value, calculated by the Bank as at the Valuation Date, of not matured receivables due to the Account Holder from the Bank under a given Transaction and current value of not matured obligations due from the Account Holder to the Bank under this Transaction.
- Terms pertaining to the Standardized Account Opening Pattern, used herein, shall have the following meaning:**
112. **Account Confirmation** – confirmation by the Bank that a Current Account has been opened based on the Standardized Account Opening Pattern;

113. **Standardized Account Opening Pattern** – pattern that defines rules applied to opening a Current Account based on the standardized documentation used by BNP Paribas entities, including the Bank, based in the European Union, provided to customers by a relevant bank or credit institution that are part of the BNP Paribas Group;
114. **Bank Account Application** – an application for opening an account along with necessary documents determining the terms and conditions that govern opening and maintenance of a Current Account by the Bank in accordance with the Standardized Account Opening Pattern.
115. **Applicant** - an entrepreneur based in a Member State of the European Union that applies for opening and maintenance of a Current Account in accordance with the Standardized Account Opening Pattern;
- §3. Bank account opening in accordance with the Standardized Account Opening Pattern**
1. An applicant may file an application for opening a Current Account to be maintained by the Bank, in accordance with the Standardized Account Opening Pattern.
  2. An applicant shall file a Bank Account Application with the EU-based bank or credit institution included in the BNP Paribas Group, which are an appropriate institution in terms of the Applicant's registered office location.
  3. The Bank shall confirm opening of the Current Account by issuing an Account Confirmation.
  4. A Current Account shall be opened in accordance with the Standardized account opening pattern on the day the Account Confirmation is issued by the Bank. A condition for opening the Account is positive assessment in the risk area of money laundering and financing of terrorism.
  5. On the day the Account Holder receives the Account Confirmation, he/she shall provide the Bank with the information confirming the receipt of this document, by forwarding it to the e-mail address indicated in the Account Confirmation.
  6. The Regulations shall apply directly to the Current Account opened in accordance with the Standardized Account Opening Pattern and to Accounts opened by the Customer in the course of the Account Agreement.
- §4. Power of attorney**
1. The Account Holder may appoint one or more Proxies.
  2. The manner and scope of administering the Account and the related VAT Account by the Proxy is defined by the Power of Attorney, with a proviso that the Proxy may not:
    - a) terminate the Account Agreement,
    - b) give further powers of attorney,
    - c) assign receivables under the Account Agreement,
    - d) change mailing address and the way of delivering the Account correspondence and statements of account,
    - e) provide access to Electronic Access Channels; unless the Power of Attorney provides otherwise.
  3. The Proxy may administer the funds on the Account and on the related VAT Account up to the Available Balance, unless the Power of Attorney provides otherwise.
  4. A Power of Attorney to administer funds on a given Account is equivalent to authorization of the Proxy to administer all the funds on the VAT Account related to this Account.
  5. Within the scope of the Power of Attorney to the Payment Account granted to the Proxy, the Proxy may express consent to providing services by the AIS Supplier, PIS Supplier or CAF Supplier in favour of the Account Holder.
  6. As regards execution by the Bank of Instructions submitted simultaneously by Proxies, or the Account Holder and a Proxy, when any of them hinders execution of other Instructions, the Bank shall process the Instructions following the order in which they have been placed, however, Instructions made via the Electronic Access Channels shall be executed in the first place, unless it is impossible or hindered due to technical reasons (especially a failure or system malfunction). The Bank may refuse to effect an Instruction whose execution is not possible due to a previous execution of another Instruction pursuant to the rules specified above.
  7. The Power of Attorney shall be made in writing or with the Electronic Signature. If the Power of Attorney has not been signed in the presence of the Bank's employee or an employee of a bank based abroad which is part of the BNP Paribas Group, the Account Holder's signature affixed to the Power of Attorney must be notarized (this does not apply to powers of attorney signed with an Electronic Signature).
  8. The Power of Attorney may be granted in the contents of the Account Administration Card or a separate document.
  9. The specimen signature of the Proxy shall be affixed in the presence of the Bank's employee or employee of a bank based abroad which is part of the BNP Paribas Group, in the appropriate field on the Personal Data Form or Power of Attorney form received from the Bank.
  10. The Bank may refuse to carry out the Instruction received from a person posing as a Proxy to the Account, should the Bank be in doubt as to the correctness of the Power of Attorney and its scope, likewise identity of such a person.
11. Revocation of the Power of Attorney by the Account Holder becomes effective with respect to the Bank immediately after its delivery to the Bank.
- §5. Account Administration Card, Specimen Signature Card and Personal Data Form**
1. For each Account maintained by the Bank in favour of the Account Holder, the Bank keeps an Account Administration Card or Specimen Signature Card.
  2. Any changes of persons in the AAC are made by signing a new AAC which effective its delivery to the Bank, replaces the previous AAC. The AAC is signed in the presence of the Bank's employee or an employee of a bank based abroad which is included in the BNP Paribas Group.
  3. Each representative of the Account Holder and each Proxy submits a signed and correctly completed Personal Data Form to the Bank.
  4. In the presence of the Bank's employee or employee of a bank based abroad which is part of the BNP Paribas Group, each representative of the Account Holder shall put, in the Personal Data Form or Signature Specimen Card, his/her signature specimen to be appended when giving written Instructions.
  5. Written Instructions relating to the Account and given by the Account Holder (or the Proxy) shall be carried out by the Bank only when the signature placed in the Instruction is consistent with the specimen signature in the Personal Data Form or Specimen Signature Card or in the Power of Attorney. The Bank may refuse to effect Instructions which contain a signature inconsistent with the specimen signature affixed in the Personal Data Form or Specimen Signature Card or in the Power of Attorney.
  6. The Bank may also introduce other ways to verify the Account Holder's identity, in particular by using electronic devices or electronic information carriers that will be used in addition to the Personal Data Form and Signature Specimen Card or instead of it.
- II. Account Interest Rate**
- §6. Interest Rate**
1. Interest Rate for the funds deposited in the Account shall be calculated at a fixed or variable interest rate on an annual basis.
  2. Interest Rate is calculated for an actual number of days the funds have been kept in the Account, starting from the day the Account was credited with those funds (this day inclusive) until the day the Account was debited with the funds amount (this day exclusive). In the case of a payment or transfer into the Account the beginning of the term of calculating interest rate on the Account is the Business Day during which the Bank received the funds for the Account Holder.
  3. Interest on the funds deposited in the Account is calculated on a 365-day year basis.
  4. Interest calculated on the funds accumulated on the Account, with the exception of a Term Deposit Account and Progressive/Placement Account is capitalized, i.e. added to the Account balance, on the last day of each calendar quarter, and if such a day is not a Business Day, then on the next Business Day following that day.
  5. Interest accrued on the funds deposited on a Progressive/Placement Account is capitalised on a monthly basis, on the last day of each month, and if such a day is not a Business Day, then on the nearest Business Day following that day.
  6. Subject to the provisions regarding Term Deposits, if the Bank Account Agreement is terminated or expires before the interest capitalization date, interest shall be capitalised upon termination or expiry of the agreement, respectively, and if such a date is not a Business Day, then on the nearest Business Day following that date.
  7. If the funds gathered on the VAT Account are interest bearing, interest shall be capitalised without a separate instruction on the Current Account related to the VAT Account, if the Account Holder does not indicate another Account related to the VAT Account.
  8. The Bank may change the amount of variable interest rates in the event that at least one of the following indicators has changed:
    - 1) for PLN accounts:
      - a) any of the base interest rates set by the Monetary Policy Council (reference rate, lombard rate, deposit rate, bills of exchange rediscount rate, bills of exchange discount rate) by at least 0.01 percentage point (p.p.),
      - b) mandatory reserve rate set by the Monetary Policy Council by at least 0.01 p.p.,
      - c) deposit interest rates on the Polish intrabank market: WIBID of any tenor (period) or loan interest rates on the Polish intrabank market WIBOR of any tenor (period) of market yield, 1Y Treasury bills index, market yield of the State Treasury bonds index by at least 0.1p.p.,
      - d) consumer price index - by at least 1 percent compared to the previously published the same index for monthly, quarterly, six-months or yearly period,
    - 2) for foreign currency accounts:
      - a) level of base interest rates of the central bank of the country in the currency of which, the account is maintained, by at least 0.01 percentage point; information on the amount of these rates are published on the websites of the central banks of the aforementioned countries or institutions with corresponding functions, in the financial press and on the websites of financial services agencies,
      - b) rates of LIBOR USD EURIBOR, SONIA, SOFR, SARON, ESTR, of any tenor (period) which specify the cost of raising funds in foreign interbank markets, by at least 0.001 percentage point,
9. Any change in the amount of variable interest rates is introduced by the Bank under the following rules:
  - a) direction of a respective index change is taken into account when changing a given interest rate, whereby depending on the index type, increase of an index may cause a decrease of the variable interest rates and a decrease of an index may cause an increase of the variable interest rates
  - b) interest rates may be changes by 0.01 p.p. to 5 p.p. Not later than within 6 months from the change of the value of the index.
  - c) interest rates are changed under the rules, and under the Holder's authorizations, provided for amendments to the Regulations.
10. Application of variable interest rates may result in reduction or increase of the interest rate of the Account during the term of the Agreement.
11. In the event a variable interest rate, based on the published base rate (lombard credit interest rate, rediscount rate of promissory notes/bills of exchange, reference rate, mandatory reserve rate, deposit rate, market yield of 1Y Treasury bills, market yield of the State Treasury bonds, inflation rate, WIBID, WIBOR, EURIBID, EURIBOR, LIBOR) is applied, the value of interest rate shall decrease or increase automatically along with a decrease or increase of change of the base rate, by the value equal to the change of a given base rate, without a prior separate notification of the Account Holder on the interest rate change by the Bank.
12. If, during the term of the Account Agreement, costs borne by the Bank in connection with performance of banking activities and services by intermediary of third parties, or pursuant to any provision of generally applicable law, an obligation is imposed on the Bank to increase costs, including create, pay or maintain particular provisions, special funds or fees related to performance of banking activities by the Bank, the Bank has the right to change interest rates for funds on Accounts (including Progressive Accounts) or the interest calculation manner to the extent justified by the above changes, in the manner foreseen for the Regulations.
13. The interest rate change may be made within six months from the date of occurrence of the circumstance that constitutes the basis for the change.
14. The Account Holder may be notified about a change of the interest rate either in a paper or electronic form; additionally, the Bank publishes the information about the interest rate change at the Website.
15. Within 14 days of being notified of interest rate changes, the Account Holder may terminate the Account Agreement, otherwise the new interest rate shall be deemed approved by the Account Holder and shall become effective.
16. Information about interest rates currently applicable at the Bank is available in the Bank Units, Call Centre and at the Website.
17. The Bank may introduce promotional, higher interest rates for the Accounts for a limited time, without prior notice. The Bank announces the introduction of these interest rates by providing the Interest Rate Table in the Bank's branches and at its Website.
18. If a variable interest rate applies based on a published base rate which constitutes an index, in the event of permanent or temporary deletion or material change of the index, principles specified in Enclosure 1 to the Regulations shall apply.
- III. Term Deposits, Placement Transactions**
- §7. Term Deposit Acceptance Conditions**
1. The Account Holder may open Term Deposits in the Bank upon concluding an Account Agreement concerning a Term Deposit Account.
  2. Term Deposits can be opened:
    - a) by an Instruction in writing or with an Electronic Signature submitted to the Bank (under the terms and conditions indicated by the Bank in the information available in the Bank Units, Call Centre or on the Website);
    - b) via the GOnline biznes System (under the terms and conditions indicated by the Bank in the information published in this System), upon specifying authorized Users;
    - c) over the phone, under the terms and conditions agreed individually (Placement Transaction);
  3. The Bank opens specific Term Deposits on the Term Deposit Account upon the relevant Instruction submitted by the Account Holder.

4. In order to conclude a Placement Transaction, one Party shall contact the other Party in the following manner:

- a) a person authorized to act on behalf of the Account Holder when entering into Placement Transactions, shall contact, at the specified telephone number, the Bank's employee authorized to negotiate terms and conditions of and conclude Placement Transactions on behalf of the Bank; or
- b) The Bank contacts the person indicated by the Account Holder as authorized to act on behalf of the Account Holder when concluding Placement Transactions /, using telephone number of such person, indicated by the Account Holder /Proxy.

The Bank identifies the person acting on behalf of the Account Holder in a manner and according to the rules applied when concluding a Transaction. Concluding a Placement Transaction in the above manner is confirmed in the statement.

5. A written Instruction shall be replaced by unanimous declarations of will made by the Account Holder and the Bank during the recorded phone conversation that include significant elements indicated in the Instruction for concluding a Placement Transaction. The Bank and the Account Holder agree to this manner of Instruction recording by the Bank on electronic data carriers selected by the Bank. Such a recording could constitute evidence in proceedings before common courts, held to resolve potential disputes in connection with the Instructions made over the phone.
6. Instruction to open the Term Deposit should, in particular, specify the following:
  - a) Term Deposit type selected from the types of deposits currently available at the Bank;
  - b) Term Deposit maturity period selected from periods currently offered by the Bank;
  - c) Term Deposit amount and currency, while as regards Placement Transactions, the minimum Term Deposit amount is indicated on the Website unless the Bank, at its discretion, agrees to open the Term Deposit in a lower amount;
  - d) the way the Term Deposit amount and interest accrued on the Term Deposit amount is to be administered upon its maturity, however, in the case of Placement Transactions, their amount and accrued interest will be transferred to the Account from which the funds to conclude a given Placement Transaction originated;
  - e) interest rate (only for Placement Transactions).
7. The Account Holder may decide how to administer the Term Deposit principal and interest accrued, choosing one of the following ways:
  - a) transfer the Term Deposit principal and interest accrued to the Account indicated in the Instruction to open a Term Deposit;
  - b) roll over the Term Deposit for the Term Deposit amount and transfer interest accrued to the Account indicated in the Instruction to open Term Deposit;
  - c) roll over the Term Deposit for the Term Deposit amount increased by interest accrued until the recent maturity date.
8. The Bank shall open a Term Deposit provided that the Account Holder supplies an appropriate amount of funds for the Term Deposit to the Bank branch or that there is a sufficient amount of funds on the Account Holder's Current or FC Account to cover the Term Deposit amount.
9. In the event the last day of the Term Deposit maturity is not a Business Day, the Term Deposit shall mature on the next Business Day following that day.
10. The Bank shall each time confirm to the Account Holder that a Term Deposit has been opened and specify the terms and conditions under which it was opened. The terms and conditions under which a Term Deposit has been opened can be confirmed in particular by a printout, unsigned by the Bank, from the Bank's computer system, sent by the Bank to the email address indicated in the Account Agreement.
11. The information on the terms and conditions applicable to the opening of Term Deposits in the Bank can be obtained in the Bank Units, on the Bank's Website, in the GOnline Biznes System and through the Call Centre.

#### **§8. Types of Term Deposits**

1. A Term Deposit may be either non-revolving or revolving.
2. For Placement Transactions, upon the date of declared maturity, the amount of the Term Deposit, together with interest accrued, shall be returned by the Bank to the account from which it originated.
3. For revolving Term Deposits, upon the date of declared maturity, the Term Deposit shall be rolled over automatically for a subsequent period of the same duration under the terms and conditions currently applicable in the Bank upon the rollover date, however, if upon the rollover date the Bank no longer offers Term Deposits of the same type, the Term Deposit principal together with interest accrued shall be returned by the Bank to the Current Account.
4. Upon the revolving Term Deposit rollover date, the interest accrued on the Term Deposit amount for the previous period, as specified in the Account Holder's Instruction, shall be:
  - a) reimbursed by the Bank to the Current Account, or
  - b) added to the rolled over Term Deposit amount.

#### **§9. Breaking Term Deposits**

1. The Account Holder may place an Instruction to withdraw the Term Deposit amount before the declared deposit maturity (breaking a Term Deposit). The Placement Transaction may be broken over the phone.
2. Breaking the Term Deposit results in:
  - a) lowering the Term Deposit interest rate for the entire deposit duration to the amount depending on the actual deposit maturity period; the current lowered interest rate is available in the Bank Units, on the Website or via the Consultant Service.
  - b) returning the Term Deposit principal together with interest accrued to the Current Account; the said amount shall no longer bear interest.

#### **§10. Automatic Overnight Deposit**

1. The Bank can offer the Account Holder a possibility of making an Instruction to open automatic overnight deposits under which as of the end of each Business Day, the Bank shall open a Term Deposit that matures on the next Business Day using funds accumulated on the Current Account or FC Account as at the end of each Business Day. In the beginning of the next Business Day, the amount of the Term Deposit thus opened is transferred back to the Current Account or FC Account, respectively (Automatic Overnight Deposit). Interest accrued on the Automatic Overnight Deposit is credited by the Bank to the Current Account or FC Account, respectively, at the end of the day when the Deposit matures.
2. On the same Business Day, the Bank shall open one Automatic Overnight Deposit using funds accumulated on one Account.
3. Upon making an Automatic Overnight Deposit Instruction by the Account Holder, the Bank may automatically, with no additional instructions of the Account Holder, open a Term Deposit Account dedicated to Automatic Overnight Deposits.
4. The Bank may open the Automatic Overnight Deposit under the condition that the credit balance in the Account indicated in the Automatic Overnight Deposit Instruction is not lower than the threshold agreed upon by the Parties.
5. In the Automatic Overnight Deposit Instruction, the Account Holder may determine the following:
  - a) the amount of money, which shall remain on the Account after opening the Automatic Overnight Deposit; or
  - b) the minimum amount of money, which shall be used to open the Automatic Overnight Deposit; or
  - c) the amount of money, which should be used to open the Automatic Overnight Deposit.

The above-mentioned amount of funds cannot be lower than the threshold or minimum amount specified by the Bank, respectively.

6. If this product is available in the Bank's current offer, information on the standard Automatic Overnight Deposit interest rate, currencies and the threshold amount is available in the Bank Units, on the Website or through the Call Centre.

#### **IV. Provisions pertaining to specific Accounts**

##### **§11. VAT Account**

1. To each Account, excluding the Escrow Account, Term Deposit Account, Placement Account/Progressive Account, FC Account, the Bank shall open, by virtue of law, a VAT Account, subject to item 3.
2. The Bank shall notify the Account Holder of the number of such VAT Account, in an electronic or paper form.
3. At the request of the Account Holder the Bank shall open another VAT Account related to the Account indicated by the Account Holder, subject to item 4.
4. One Account may not be related to more than one VAT Account. One VAT Account may be linked to more than one Account.
5. If the Bank maintains more than one VAT Account and the Account Holder requests for another Account to be opened, without indicating which of the VAT Accounts should be the related account, the new Account shall be related to the VAT Account linked to the Current Account.
6. Information on the balance standing to the VAT Account is available in the Connexis System, Connexis Cash Mobile, GOnline Biznes System, GOMobile Biznes, GOMobile Biznes and is provided to the Account Holder in a manner determined for providing Account statements.

##### **§12. Progressive/Placement Account**

1. The Bank may maintain a Progressive/Placement Account for the Account Holder, for whom it maintains a Current Account, upon conclusion and under the Account Agreement on Progressive/Placement Account.
2. Standby orders and direct debits may not be submitted for a Placement/Progressive Account. The Progressive/Placement Account may be supplied with the funds from the Current Account only. The

Progressive/Placement Account may be debited only under Instructions crediting the Current Account.

3. The Bank may stipulate a minimum amount whose payment is a condition for opening a Progressive/Placement Account. In such a case, the Progressive/Placement Account shall be opened provided that within 30 days of concluding the Account Agreement on the Progressive/Placement Account, the Account Holder pays at least the minimum amount into a relevant account in the Bank indicated in this agreement, or submits an Instruction of debiting the Current Account and crediting the Progressive/Placement Account with this amount.
4. The funds accumulated in the Progressive/Placement Account shall bear interest which depends on the amount of funds deposited in this Progressive/Placement Account. The interest rate applied to funds deposited in the Progressive/Placement Account is determined in the Interest Rate Table for Corporate and Transactional Banking available on the Website, in the Bank's Units and the Call Centre. The interest rate may be changed under the conditions stipulated in §5.
5. Information about the currently applicable conditions of opening Progressive/Placement Accounts, including the minimum amount and interest rate level, is available on the Website, in the Bank Units and via the Call Centre. At each demand of the Account Holder, the Bank will send the current Interest Rate Table to the Account Holder in an electronic form.

##### **§13. Payroll Account**

1. The Account Holder, for whom the Bank maintains a Current Account, may open a Payroll Account at the Bank upon conclusion and under the Account Agreement on Payroll Account.
2. Information on balances and operations in the Payroll Account shall not be provided via the Call Centre,
3. Instructions regarding any transfers from the Payroll Account, placed via the GOnline Biznes System or through the MT101 message, shall be executed by the Bank provided that funds available in the Account specified by the Account Holder in writing or with an Electronic Signature, are sufficient to cover the Instruction execution and commissions and fees payable to the Bank for this operation.
4. In order to execute the aforementioned Instructions to debit the Payroll Account, the Bank shall first charge relevant funds to the Account referred to in para. 3, then credit the Payroll Account with the funds, and finally execute the Instruction by debiting the Payroll Account.
5. If a Customer wished to realize split payments from a Payroll Account, it is necessary to open a separate VAT Account linked only with the Payroll Account.

##### **§14. Payment Account**

1. The Bank provides the AIS Supplier, to the extent defined by the Account Holder, with any information regarding the specific Payment Account and the related Payment Transactions, required for the entity to render the service of access to the account information. Irrespective of the scope of consent granted to the AIS Supplier by the Account Holder, the Bank shall not provide the AIS Supplier with sensitive data regarding the payment,
2. The Account Holder may submit an Instruction to execute a cashless Payment Transaction from the Payment Account available online through the PIS Supplier. The Bank executes such Payment Transactions under the same rules as Payment Transactions ordered by the Account Holder acting directly. The Bank is authorized to execute Payment Transactions ordered through the PIS Supplier under different rules than it usually executes Payment Transactions, as long as it is justified by objective reasons, and in particular by the time of execution, priority nature of the Payment Transaction or amount of fees.
3. At the request of the CAF Supplier, the Bank will immediately confirm that the amount required to execute a Payment Transaction made using a card issued by that supplier is available in the Payment Account, as long as:
  - (i) the Payment Account is available online at the moment the CAF Supplier is submitting the request, (ii) the Account Holder has granted consent to the Bank to provide answers to such requests of the CAF Supplier, and (iii) the consent referred to in item (ii) was granted by the Account Holder before submitting the first request for confirmation by the CAF Supplier.
4. The Bank's confirmation of the availability of funds for the CAF Supplier will consist in giving the "yes" or "no" answer and will not include providing the Payment Account balance.
5. The confirmation will not enable the Bank to block funds in the Payment Account.
6. The Account Holder can apply to the Bank for providing data that identify the CAF Supplier and the reply given.
7. The above provisions shall not apply to Payment Transactions initiated through payment instruments based on a payment card, whereon electronic money is kept.
8. In the event a Payment Transaction is initiated by a payee or through the payee's intermediation in connection with a Payment Transaction executed using a payment card, and its exact amount is unknown at the moment when

the Account Holder grants consent to the Payment Transaction execution, the Bank may block funds in the Payment Account only when the Account Holder has agreed to blocking the exactly specified amount of funds. Once the Bank receives the Instruction, the funds blocked in the Payment Account shall be released immediately, upon receiving information about the exact amount of the Payment Transaction.

#### **\$15. Subsidy Account**

1. The Account Holder, for whom the Bank maintains a Current Account, may open a Subsidy Account in PLN or EUR at the Bank upon conclusion and under the Account Agreement on Subsidy Account.
2. The Account Holder shall use the Subsidy Account solely for the purpose for which it has been opened.
3. The Account Holder may place Instructions pertaining to the Subsidy Account exclusively via the GOnline Biznes System, the FX Trading Platform, through the MT101 message or with the Card.
4. In the event any receivables in the Subsidy Account or any other Account that cannot be seized as stipulated by law provisions, are seized by enforcement bodies, the Bank is not obliged to apply any legal measures to challenge the steps taken by an enforcement body or to prove that the funds deposited in the relevant Account cannot be subject to enforcement. The Bank shall not be held liable for any actions taken based on enforceable decisions of enforcement authorities.

#### **V. Settlement rules and methods**

##### **\$16. General principles for carrying out Instructions**

1. The Account Holder may use the funds accumulated in the Account up to the Available Balance, which means that the Bank effects Instructions received only if the Available Balance allows the Bank to effect such Instructions and cover charges related to them.
2. Limitation as to using the funds may result from the provisions or stipulations of the Account Agreement or a separate agreement between the Customer and the Bank, including a blockade established.
3. The Bank executes an Instruction immediately after its receipt subject to Cut-Off Times for particular Instructions. An Instruction carried out into NRB, IBAN or another Unique Identifier indicated by the Account Holder shall mean that the Instruction has been effected in favour of a proper payee, regardless of the additional information provided by the Account Holder, in particular name or first name and surname of a payee in the Payment Transaction.
4. The Bank may block the possibility of administering the funds gathered on the Account if:
  - a) the Account was opened with the provision that the Bank is presented with documents it indicated - whereby the Bank will inform the Account Holder of the failure to meet the obligation to present the documents and the planned block on the Account and conditions of its cancellation, or
  - b) the Bank has approached the Account Holder for delivery of documents or information necessary for the Bank to carry out or update the risk assessment within the meaning of the applicable regulations on counteracting money laundering and financing terrorism, and the Account Holder failed to provide such documents or information to the Bank within the set deadline.
5. In the event that an Account participating in the cash pooling service is seized under enforcement proceedings, the seizure amount is not higher than PLN 3,000, and the Available Balance is sufficient to pay the seizure in full, the Bank shall post the funds equal to the Account seizure amount to the Bank's technical account for the period of 7 days. Such posting of the funds does not deprive the Account Holder of the right to challenge the enforcement measures.
6. The Bank may decide not to realize Payment Transaction outgoing to or incoming from specified countries, the list of which is available in the Bank's Branches, the Call Centre and from the Website. This shall not apply to the Member States, the Great Britain, Switzerland and the OECD states.

##### **\$17. Principles of crediting and debiting the VAT Account**

1. Credit and debit to the VAT Account are made under the principles regulated by Articles 62b and 62c of the Banking Law.
2. The Bank is not required to verify the correctness of calculation of the VAT Amount indicated in the Transfer Message, or any other data included in the Transfer Message (especially the invoice number and tax identification number NIP).

##### **\$18. Limitations of cash withdrawals and other Instructions**

1. Cash payments and withdrawals may be executed in the currencies specified in the Cash Service Rules at Bank Units, published on the website. Yet cash payments and withdrawals in coins are only made in PLN.

2. The Bank may effect a cash withdrawal in PLN requested by the Customer in a foreign currency, in accordance with the current FX Rate Table, if the withdrawal amount or its ending is lower than the banknotes denominations in this currency currently available at the Bank Unit or in the event of unavailability of foreign currency.
3. The Bank has the right to set a maximum value of the amount of cash withdrawal in a given Bank Unit, which can be made without a prior notice to the Bank.
4. Information on these amounts, including particular currencies and a specification of the Bank Units performing cash service is available on the Website, at Bank Units and in the Consultant Service.
5. The Bank reserves the right to refuse to realize cash payment in a given currency due to limited availability of the currency. Details regarding the currencies under limitations are included in the Cash Service Rules at the Bank available from the Website.
6. Cash withdrawals are subject to advice in the amount and terms indicated in the Cash Service Rules at Bank Units and refer to the sum of withdrawals within one day, in one Bank Unit. In the event such a notice is not delivered, the Bank has the right to refuse to carry out such a withdrawal.
7. The Account Holder may advise or cancel a specific withdrawal by intermediary of an employee of the Bank Unit, Customer Service or via GOnline Biznes System, provided that the Bank makes such functionality available.
8. The Customer may indicate a preferred face value structure of the advised withdrawal, while the Bank is not obliged to prepare withdrawal in a given structure.
9. The Bank may consent to the performance of non-advised withdrawals whose amount is subject to advice. In such a case the Bank has the right to charge a commission according to the Table of Commissions and Fees.
10. The Customer has the right to cancel the pre-advised cash withdrawal one Business Day before the withdrawal by 4 pm at the latest. In the event when the Customer does not collect the whole or part of the pre-advised cash withdrawal, the Bank has the right to charge a commission according to the Table of Commissions and Fees.
11. To secure the funds deposited with the Bank, the Bank has the right to:
  - a) specify the Instruction amount, which, when exceeded, requires the Bank to take additional steps to confirm that such an Instruction was authorised by the Account Holder; the Instruction is confirmed as specified by the Bank;
  - b) apply mechanisms of monitoring transactions in order to prevent illegal/fraudulent transactions, detect and block such payment transactions before their execution. The Instruction deemed in the analysis requires the Bank to take additional steps to confirm that such an Instruction was authorised by the Account Holder; the Instruction is confirmed in the manner selected by the Bank;
  - c) specify a day limit for cash withdrawals from the Account using a Card or a day limit for cashless Card transactions debiting the Account; including a day limit on Internet transactions and a day limit on correspondence and telephone transactions;
  - d) specify a daily/amount limit for a single Instruction carried out via Electronic Access Channels.

In the event the authorization of the Instruction, referred to in section a) or b) above is not confirmed, or if the limits referred to in section c) and d) above are exceeded, the Bank refuses to carry out the Instruction.

Information about the levels of the amounts and limits specified above, as well the Instruction amount which, when exceeded, requires the Bank to take additional steps to confirm its authorisation by the Account Holder, is available in the Bank Units, on the Website, in the GOnline Biznes System, or via the Consultant Service.

##### **\$19. Currency conversion**

1. Instructions which require exchange of currencies are carried out after Currency Conversion. To this end, foreign exchange rates specified in the FX rate table, valid at the Bank at the moment of the Instruction execution, are applicable. Information on the current foreign exchange rates applied at the Bank can be obtained in the Bank Units, on the Website or through the Call Centre. Foreign exchange rates applied in a Currency Conversion are changed automatically when foreign exchange rates applicable at the Bank change. A prior notification of the Account Holder is not required.
2. A Currency Conversion is always carried out using Currency exchange rates applied at the Bank at the moment of effecting the Instruction. Information on the current Currency exchange rates applied at the Bank can be obtained in the Bank Units, on the Website or through the Call Centre. Currency exchange rates applied in a Currency Conversion are changed automatically when Currency exchange rates applicable at the Bank change. A prior notification of the Account Holder is not required.

##### **\$20. Refusal to effect an Instruction by the Bank**

1. Subject to other provisions of the Regulations, the Bank may refuse to carry out an Instruction only if:
  - a) it is against the law, or
  - b) such refusal is possible or mandatory under separate provisions;
  - c) the Account Holder failed to provide the Bank with the information or documents necessary for the Bank to fulfil its obligations with respect to carrying out the Instruction, or
  - d) information provided by the Account Holder is incorrect; or
  - e) the funds on the Account, within the Available Balance, are insufficient to carry out the Instruction and cover the Bank's fees related to carrying out such Instruction; or
  - f) there is a reasonable suspicion that the Instruction made is related to a criminal activity (in particular terrorists acts), or
  - g) a payee of such Instruction is:
    - (i) an entity from a country (area) covered by total sanctions of the EEA countries or sanctions of the US government bodies,
    - (ii) an entity included in lists of persons, groups and entities to which specific measures are applied that restrict financial transactions under the European Union law, generally applicable domestic rules and those of the OFAC (Office of Foreign Assets Control in the US Treasury Department), the UNO, likewise the FATF (Financial Action Task Force),
    - (iii) an entity from a country other than a member of the Organization for Economic Co-operation and Development (OECD), where members of the Bank's group do not run their business (the list of countries where members of the Bank's group run their banking business through a branch or subsidiary, is to be found on the Bank's website: <https://www.bnpparibas.pl/file/repozytorium-pdf/inne-dokumenty/Listy-krajow/Listy-krajow.pdf> , and making the Payment Transaction with such a country involves, in the Bank's opinion, a risk for the Bank or for the Account Holder;
  - or,
  - (iv) a Payment Transaction concerns payment for goods or services originating from the countries or controlled by the governments of the countries referred to in sub-items (i)-(iii) or in Article 16 item 6;
  - or
  - (v) the Bank of the Payment Transaction principal or payee is a bank from a country referred to in sub-items (i)-(iii) or in ; or
  - h) an offence was committed or the Account was used in violation of the law; or
  - i) the amount indicated in the Instruction exceeds the limits set for a given Instruction or Account; or
  - j) the Bank effected the Instruction of the Account Holder or the Proxy that excluded effecting the Instruction made at the same time by the Account Holder or the Proxy, respectively; or
  - k) funds of the Account have been blocked and effecting the Instruction in full amount is not possible; or
  - l) any information, marked as required, in the form used to make the Instruction (including the electronic form) has not been given or the information given is incorrect, or
  - m) the bank of the Payment Transaction payee does not maintain an account in the currency in which the Payment Transaction was initiated; or
  - n) the Account Holder orders a transfer into an account held with the Bank, effecting of which would require double Currency Conversion or
  - o) the Instruction that was considered suspicious during the analysis referred to in Article 18 item 11 section b) cannot be confirmed with the Account Holder at the specified time.

2. An Instruction whose execution is refused is deemed not received. The Bank shall forthwith inform the Account Holder about reasons of the refusal to effect an Instruction, and about a procedure of rectifying errors that caused the refusal; however, not later than on the date appointed for the Instruction execution as specified in the Regulations, unless such a notification could violate the law provisions by the Bank.
3. In the cases specified in item 1 section g) above, the Bank may require the Account Holder to provide additional documents concerning this Instruction. The Bank may refuse to effect the Instructions referred to in item 1 section g) even in a situation when it has effected such Instructions before.
4. The Bank may charge a fee for notification about refusal to effect the Instruction in the amount not exceeding justified costs borne by the Bank, if the refusal was reasonably justified, including in particular with a lack of funds on the Account.

##### **\$21. Charging options**

1. In the event when a payment service provider acting in favour of the other party of the Payment Transaction is on the territory of one of the Member States, the Account Holder may order effecting a Payment Transaction in any currency only with a SHA Charging Option, in which case s/he bears the fees specified in the Account Agreement

- and the Table of Commissions and Fees, and the other party - the fees agreed with their bank or other payment service provider.
2. For International Payments, it is possible to use SHA, OUR or BEN Charging Options – according to the payer's choice. The payer is obliged to cover commissions or fees calculated for such a Payment Transaction execution by other banks or payment services providers.
  3. When executing PSD Payments, the Bank does not charge commissions or fees by reducing the amount of an international money order. In the event of the execution of the Instruction to execute Payment Transactions other than PSD Payments, the Payment Transaction amount may be reduced by due commissions and fees.

## §22. Submitting Instructions and Payment Transaction authorization

1. The following types of Instructions are acceptable by the Bank:
  - a) in writing – made in the Bank Unit, prepared on appropriate forms named accordingly as per the type of Instruction; or
  - b) verbally – in the Bank branch, in the case of own payments or cash withdrawals and opening or breaking Term Deposits; or
  - c) electronically – via Electronic Access Channels, including via the PIS Supplier or with an Electronic Signature.
2. Foreign Payment Instruction should include the following:
  - a) currency ISO code and the Instruction amount specified in digits and in words,
  - b) name and address of the Account Holder,
  - c) the Account full number in the NRB or IBAN format, which will be debited by the amount of the Instruction as well as the commissions and fees due to the Bank,
  - d) name, address, country and residence status of the payee,
  - e) name and registered office of the payee's bank,
  - f) correct number of the payee's account in the payee's bank,
  - g) charging option,
  - h) title of the payment in favour of the payee.
3. Instruction to execute a Payment Transaction in any currency between suppliers operating on the territory of the Republic of Poland or other Member States (other than the SEPA Credit Transfer), should include details specified in para. 2 (however, the number of the payee's account must be consistent with the IBAN format and the selected charging option will be the SHA Charging Option), and a BIC code of the payee's bank with its seat in a Member State.
4. The SEPA Transfer Instruction will be executed by the Bank only provided that:
  - a) it is denominated in EUR,
  - b) it includes the number of the payee's account consistent with the IBAN format, maintained by the Bank which is a current participant of the SEPA Credit Transfer Settlement System,
  - c) it includes a payment title,
  - d) it includes the SHA Charging Option,
  - e) it is made for a standard execution time (not expedited).
5. The Account Holder gives consent (authorisation) to execute the Instruction:
  - a) for written Instructions or Instructions signed with an Electronic Signature – by providing the Bank with an Instruction form filled in and signed by the Account Holder, subject to provisions Article 26 item 2,
  - b) for verbal Instructions - through signing, by the Account Holder, of a confirmation of making cash payment or withdrawal and confirmation of opening or breaking a Term Deposit,
  - c) for Instructions placed online via Electronic Access Channels, by using Strong Authentication in the following manner:
    - i. via GOnline Biznes System - by providing a password (including a password to log in to the ongoing communication session) and, depending on the solution adopted:
      - providing an SMS code, sent by the Bank for this Instruction, on the Instruction form, or
      - providing a code, generated by a token for this Instruction, on the Instruction form, or
      - appending an electronic signature to the Instruction;
      - selecting the "Approve" button in the mobile application (mobile authorization). This method of authorization requires the user to physically hold a mobile device with the GOnline Biznes application installed and an active mobile token at the same time;
    - ii. GOnline Biznes - through an element of an authorized session on a mobile device linked to a User and signing the Instruction with an individual PIN defined by the User or using the biometric authorisation data;

- d) for Instructions placed through Call Centre - through confirming, during a telephone conversation, an Instruction made verbally, after a prior identification of the User in the Call Centre.
6. The Bank may withdraw from applying the Strong Authentication in cases provided for in legal provisions or decision of relevant bodies.
7. If execution of an Instruction requires a Currency Conversion, an authorization for an Instruction execution encompasses also a consent to a Currency Conversion.
8. Unless further provisions of the Regulations stipulate otherwise, an Instruction may not be cancelled (which means no possibility of withdrawing its authorisation) from the moment it is received by the Bank, unless the Bank grants its consent to cancelling an Instruction after this time. The Bank is authorized to charge the Account Holder with a fee for the Instruction cancellation.

## §23. Forms of Settlements

1. Settlements made by the Bank may be carried out both in a cash and non-cash form, subject to other provisions of the Regulations.
2. Cash settlements are carried out in the selected Bank Units by crediting the payee's bank account with the amount due or debiting an appropriate amount to the Account.
3. Cashless settlements are carried out through:
  - a) transfer order (including Standing Order);
  - b) direct debit;
  - c) Card;
  - d) Cheque.

## §24. Transfer Orders

1. When effecting a transfer order Instruction, the Bank shall debit the Account with the amount specified in the Instruction or its equivalent in the currency of the Account indicated for debiting and credit with this amount the account of the transfer's payee indicated in the Instruction, or shall transfer the amount to the bank or other payment services provider of the transfer payee.
2. The transfer order Instruction received by the Bank may be cancelled (which means a withdrawal of its authorisation) no later than at the moment the Account of the Account Holder is debited with the transfer order amount.
3. The Account Holder may cancel an Instruction for a future-dated transfer (what means withdrawal of its authorisation) not later than until the end of the Business Day preceding the agreed day of debiting the Account, unless the Bank gives its consent to cancel an Instruction after this date.
4. A transfer order Instruction placed at the Bank Unit or Contact Centre shall be cancelled (which means a withdrawal of its authorisation) in writing or, upon the Bank's consent, also in any other way. A transfer order Instruction placed in the GOnline Biznes System should be cancelled through this system, unless the Bank gives its consent to any other cancellation manner.
5. Transfer order Instruction confirmed by the Bank at the Account Holder's request may not be cancelled.
6. Domestic transfers via Call Centre are carried out in PLN only.

## §25. Standing Order

1. Transfer orders can be made in the form of Standing Orders.
2. To make a Standing Order, the Account Holder shall proceed as follows:
  - a) submit a relevant form, duly filled in and signed, to the Bank Unit, or
  - b) submit, via the GOnline Biznes System, a duly completed form available in this system.
3. A Standing Order Instruction may be issued for a definite or indefinite period.
4. A Standing Order Instruction must specify:
  - a) a fixed amount to remain the same over the entire validity period of the Instruction; with a reservation that the Account Holder may separately define the amount of the first or the last payment, which is to be executed with the Standing Order Instruction, or
  - b) that a Standing Order concerns the entire balance on the Account as at a given day, or
  - c) that a Standing Order concerns the amount of funds exceeding a defined amount on a given day.
5. To allow the Bank to carry out the Standing Order, the Account Holder is obliged to ensure an Authorized Balance in the sufficient amount in the Account as at the end of a Business Day directly preceding the date of the Standing Order execution, and to cover the Bank's fees related to the Standing Order execution.
6. If the date specified as a Standing Order Instruction execution date does not fall on a Business Day, the Bank shall effect the Standing Order on a Business Day directly following this day.
7. The Account Holder may cancel a Standing Order Instruction (which means cancelling its authorization) not later than until the end of the Business Day preceding the agreed date of debiting the Account.
8. A Standing Order, regardless of its submission form, is cancelled (which means a withdrawal of its

authorization) by providing the Bank with a filled in and signed form made available by the Bank or via the GOnline Biznes System.

9. A Standing Order may not be effected using a Split Payment.

## §26. Domestic Mass Payments

1. On the basis of a request, the Bank will provide the Customer with a domestic mass payments service ("Domestic Mass Payments") in the GOnline Biznes System, which enables an execution of a large number of outgoing transfers whose Instructions will be sent collectively to the Bank in the so-called package.
2. Under the Domestic Mass Payments, only domestic payments will be executed, in PLN, up to PLN 1,000,000
3. The Domestic Mass Payments service will be executed using a technical account in PLN (Mass Payments Account) indicated as the transfer payer's account.
4. Funds to execute the packages of outgoing transfers and for the Bank's commissions and fees for the execution of the Instructions related to the Domestic Mass Payments service will be collected from the Account specified in the request.
5. The Customer shall ensure adequate funds in the Account equal to the sum of payments in the specific Package and the commission and fee amount due to the Bank.
6. Funds reimbursed by third-party banks on account of payments which have not been executed will be posted to the Mass Payments Account and then automatically booked to the Account specified.
7. Service parameters, file formats, transfer execution statuses for a given package as well as commissions and fees related to the Domestic Mass Payments service provided by the Bank, are determined in the request for providing the service.
8. In case of execution of Mass Domestic Payments using a Split Payment, the VAT Account shall be debited with the amount of VAT representing a sum of amounts of VAT arising from individual transfers, not higher than the amount of available balance standing to the VAT Account.

## §27. Direct Debit

1. The Bank collects and effects domestic direct debit orders in PLN. The direct debit service consists in debiting the Account with a defined amount as a result of initiation of this transaction by its payee.
2. The Account Holder must give his/her consent for the Account to be debited with a direct debit placed by the payee. The consent obtained by the payee from the Account Holder does not need to be submitted to the Bank. Receiving by the Bank a message initiating a direct debit is tantamount to giving consent.
3. The Account Holder may apply to the Bank for confirming/providing consent referred to in item 2. The Bank shall provide the answer within 10 Business Days.
4. The Bank shall effect direct debits provided that one Business Day before the determined date of effecting the direct debit, there are sufficient funds on the Account within the Authorized Balance necessary to execute the direct debit.
5. The Account Holder may cancel a specific direct debit (which means withdrawing its authorization) not later than until the end of the Business Day preceding the day of debiting the Account, agreed with the Bank - in writing, with an Electronic Signature, or via the correspondence module of the GOnline Biznes System indicating VAT PL (NIP) of the payee, payment identifier linked with the direct debit which s/he wishes to cancel and the date, on which the Bank should refrain from debiting the Account on account of executing this direct debit.
6. The Account Holder may withdraw his/her consent to use a direct debit in settlements with a given payee (which means a withdrawal of authorization to all Payment Transactions effected in favour of this payee under the consent granted). The consent may be withdrawn through submitting to the Bank, by the Account Holder or the payee or the bank of this payee, a consent withdrawal form, made available by the Bank, filled in and signed by the Account Holder, or through the correspondence module in the GOnline Biznes System. Should the Bank obtain withdrawal of consent which was never submitted to it, it shall deem this withdrawal an instruction to block a particular payee, as referred to below.
7. The Account Holder may place an instruction to put a hold on the Account against direct debit with respect to all or specified payees. In the case of a hold regarding particular payees, the Account Holder shall provide a Tax Identification Number (NIP) of these payees. An instruction to put a hold may be placed in writing, with an Electronic Signature, or via correspondence module in GOnline Biznes. The hold shall become effective as of the day following placing an instruction at the Bank.
8. The Account Holder may demand from the Bank a refund of the authorized direct debit transaction, which has already been executed, within five (5) Business Days of the date of debiting the Account.
9. Within one Business Day of the date the Bank receives a refund request, it makes a refund of the full amount of the Payment Transaction effected under a direct debit instruction together with interest on the direct debit amount due to the Account Holder as accrued on its Account, if the Account bears interest.

## **§28. Card**

1. The Card allows the User, until expiry date specified on the card, to carry out Instructions to debit the Account.
2. Detailed rules of issuing and using Cards as well as observing the rules of secure usage of Cards and reporting unauthorized Payment Transactions have been stipulated in separate regulations.

## **§29. Cheques**

1. The Bank accepts cheques which are not stale for Collection from the Presenter and cashes them in the following manner:
  - a) external collection (if a Cheque is drawn by the Cheque Drawer whose account is maintained in another bank) - in such a situation, the Presenter receives the amount for which the Cheque is drawn when the Cheque Drawer's bank transfers the amount to the Bank,
  - b) own collection (if a Cheque is drawn by the Cheque Drawer whose account is maintained by the Bank) - in such a situation the Bank pays for the Cheque in the form of a non-cash settlement or as a cash withdrawal, to debit the Cheque Drawer's account.
2. Cheques which include "crossed cheque," "transfer to account" or another similar clause may be paid only in a non-cash form, i.e. by crediting the Presenter's Account by funds on account of their purchase by the Cheque Drawer's bank.
3. Cheques accepted by the Bank for Collection in the external collection mode should contain an Endorsement. By making an Endorsement on cheques, the Presented authorizes the Bank to exercise all rights under the cheque, including to present the Cheque for payment in the Cheque Drawer's bank.
4. In the event the cheque is returned by the Cheque Drawer's bank with a refusal to pay, the Bank returns the Cheque to the Presenter.
5. On account of accepting Cheques for Collection and cashing them, the Bank charges commissions and fees pursuant to the Table of Fees and Commissions applicable in the Bank.

## **§30. Deadlines for receiving and carrying out Instructions on Outgoing Payment Transactions**

1. An Instruction is considered received at the moment when the Instruction is delivered to the Bank. In the event the Bank receives the Instruction on a day other than a Business Day, the Instruction is deemed to be received on the first Business Day following that day. The Account is not credited before the Instruction has been received.
2. Depending on the form of Instructions made, the moment of delivery is:
  - a) the moment the Bank receives a written, document or verbal Instruction,
  - b) the Bank receives an Instruction through the Call Centre,
  - c) the moment an Instruction is entered into an electronic communication channel in a manner that enables the Bank to read it - for Instructions made in the GOnline Biznes, Connexis, Connexis Cash Mobile, GOMobile Biznes.
3. In the event the Instruction is made on a day which is not a Business Day for the Bank or it is made after the Cut-off Time, it shall be deemed, only for purposes of calculating the Instruction execution date, that the Bank has received the Instruction on the nearest Business Day following the day on which it is placed.
4. If the Instruction is to be effected on the day indicated by the Account Holder (future-dated Instruction), it shall be deemed that the Bank received the Instruction on the day indicated as its execution day, only for purposes of calculating the Instruction execution date. In the event it is not a Business Day for the Bank, it shall be deemed, for purposes of calculating the Instruction execution date, that the Bank has received the Instruction on the nearest Business Day following that day.
5. PSD Payments in EUR or PLN, are executed not later than:
  - a) by the end of the next Business Day following the Bank's receipt of the Instruction submitted electronically,
  - b) by the end of the second Business Day after receipt by the Bank of Instruction in a paper form, excluding Instructions concerning Payment Transactions in PLN executed in whole on the territory of the Republic of Poland, which are governed by the Tax Law Act of 29 August 1997 and the Regulation of the European Parliament and of the Council (EU) No. 952/2013 of 9 October 2013 establishing the European customs code, which are executed not later than by the end of the next Business Day after their receipt by the Bank.
6. Instructions other than Payment Transactions in EUR and PLN executed on the territory of the Republic of Poland or other Member States are executed by the end of the fourth Business Day following their receipt by the Bank.
7. An execution of an outgoing Payment Transaction means the Payment Transaction amount will credit a payment

account of a bank or other payment services provider of the payee of the Payment Transaction.

8. Detailed information on terms of carrying out Instructions is available in Bank Units, on the Bank's Website or through the Call Centre.
9. In the event of doubts as to whether the Instruction has been submitted by a person authorized to act on behalf of the Account Holder, the Bank may suspend the Instruction execution until the Account Holder is contacted to confirm making the instruction.

## **§31. NON-STP Transfer**

In case of execution of a Payment Transaction qualifying as a NON-STP Transfer, the Bank will charge a fee for additional actions related to payment orders that do not comply with STP standard, pursuant to the Table of Commissions and Fees.

## **§32. Cash Payments and incoming transfers execution**

1. The Bank credits the Account:
  - a) with the amount of an open cash payment made at the cash desk of the Bank's Unit - immediately upon its making, no later than on the same Business Day. The date of posting of closed payments is indicated in a separate agreement regarding the service of that product;
  - b) with the incoming transfer amount received by the end of the Business Day - immediately upon crediting the Bank's account with this amount;
  - c) payments received after Cut-Off Times credit the Account on the following Business Day. The day on which the Account is credited with the incoming transfer amount is the Value Date.
2. The Bank provides the Payment Transaction amount available to the Account Holder immediately after the amount credits the Bank's account, in the event on the Bank's side: (i) there is no currency conversion or (ii) there is a currency conversion between EUR and the currency of a Member State or between two currencies of Member States. The obligation to immediately provide the Payment Transaction amount available to the Account Holder applies also to Payment Transactions between accounts maintained by the Bank.
3. If the Agreement stipulates that the Bank does not post incoming transfers on a specified Account type, the Bank credits the Current Account with the amount of a transfer ordered to such Account type.
4. The Bank shall credit the Account indicated in the transfer order with the amount of the incoming order.
5. If the Account indicated in the transfer or in the instruction submitted by the Account Holder is maintained in a currency other than the transfer currency, the Bank will credit the Account after a Currency Conversion of the transfer amount.
6. The Bank may refuse to credit the Account with the incoming transfer amount in a situation when the principal or the intermediary in such a Payment Transaction is one of the entities referred to in Article 20 item 1 section g) sub-items (i)-(ii) of the Regulations or when such a transfer concerns the Payment Transaction referred to in Article 20 item 1 section g) sub-items (iv)-(v) of the Regulations. § 20 item 3 of the Regulations shall apply accordingly.

## **§33. Adjustments of incorrect postings**

In the event an incorrect posting is made in the Account or the VAT Account, the Bank reserves the right to adjust such a posting without having to obtain the Account Holder's consent, and if the Account or the VAT Account has been credited as a result of an incorrect posting, the Account Holder shall immediately return unduly received funds to the Bank. The Bank has the right to deduct the receivables due to the Bank from the Account Holder on account of an undue amount posted to his/her Account or VAT Account from the receivables due to the Account Holder from the Bank under the Account Agreement, without the need to submit a separate declaration of will. The Bank shall immediately notify the Account Holder about such an offset made.

## **VI. Conclusion, confirmation and settlement of Transactions**

### **§34. Transaction conclusion manners**

Transactions may be concluded:

- 1) over the phone, or
- 2) electronically - via Electronic FX Trading Platform or the Godealer application, under separate regulations and after making such functionality available to the Account Holder by the Bank.

### **§35. Preliminary Conditions for the Transaction conclusion.**

1. A decision on starting cooperation with the Account Holder as regards the conclusion of Transactions shall be conditioned by the Bank upon the Account Holder's prior fulfilment of the following conditions:
  - 1) holding Customer's Settlement Accounts by the Account Holder,

- 2) indicating by the Account Holder of persons authorized to conclude Transactions on behalf of the Account Holder, in addition to the above;
  - 3) at the Conclusion Date, the Account Holder shall hold funds in the relevant currency on the Customer Settlement Account that are sufficient to execute the Transactions - in the case of concluding Today Transactions,
  - 4) the Account Holder shall be granted a Transaction Limit by the Bank and, if required by the Bank, the Account Holder shall submit an enforcement submission statement in the form and with contents accepted by the Bank - in the case of concluding Tomorrow Transactions and Spot Transactions.
2. Fulfilment by the Account Holder of the preconditions specified in item 1 shall not impose on the Parties any obligations to conclude the Transactions.
  3. The Parties shall not be liable towards each other for damage for which they are not culpable.

## **§36. Concluding Transactions within the Transaction Limit**

1. At the Account Holder's request, a Transaction Limit can be granted by the Bank to the Account Holder. Upon granting the Transaction Limit, the Account Holder can enter into Tomorrow Transactions and Spot Transactions with the Bank, provided that their conclusion does not result in exceeding the Transaction Limit granted.
2. At the Account Holder's request, the Bank shall inform the Account Holder on the Transaction Limit availability on a given Business Day.
3. In order to make it possible for the Bank to grant and set the Transaction Limit in proper amount, and to verify the assessment of the financial and economic standing of the Account Holder and their ability to re-pay receivables under the Transactions concluded within the granted Transaction Limit amount, the Account Holder shall present the Bank with all the documents and information required by the Bank for this purpose.
4. If the Account Holder does not present the documents or information referred to in para. 3 on time; or if the presented documents or information indicate that their financial and economic standing and their ability to re-pay receivables under the Transactions concluded within the granted Transaction Limit amount has decreased, the Bank may lower the amount of the Transaction Limit.
5. At the request of the Account Holder, the Bank may, at its discretion, agree to enter into a Tomorrow Transaction or Spot Transaction with the Customer, also in the case the Transaction Limit has been used in full or exceeded, or in the case the Customer has no Transaction Limit with the Bank.
6. After the Account Holder has applied for concluding Tomorrow or Spot Transactions, the Bank shall inform the Account Holder about a possibility of its conclusion or refusal to conclude it, taking into account in particular the Notional Amount and Transaction type requested by the Account Holder.

## **§37. Minimum Notional Amount**

Over the phone, the Bank concludes the Transactions whose Notional Amount or its equivalent in the Settlement Currency calculated at the Exchange Rate, is not lower than PLN 50,000.00. The Bank can consent to concluding a Transaction in a lower amount.

## **§38. Transaction conclusion over the phone**

1. Transactions are concluded over the phone, provided that the Parties sign an Account Agreement.
2. Each Party grants its consent to recording the content of telephone conversations pertaining to Transactions, in particular the Transaction Terms, by the other Party, on electronic data carriers it has selected. Such a recording could constitute evidence in proceedings before courts of law, held to resolve potential disputes between the Parties in connection with the Transactions concluded over the phone.
3. In order to conclude Transactions over the phone, one Party shall contact the other Party in the following manner:
  - 1) the Account Holder shall contact a Bank employee authorized to conclude the Transactions by calling the predefined telephone number;
  - 2) the Bank shall contact the person indicated by the Account Holder in the Bank's form as the person authorized to conclude specific type of Transactions on behalf of the Account Holder, at that person's telephone number held by the Bank.
  - 3) In order to identify the Account Holder, the person authorized by the Account Holder to conclude a specific type of Transactions shall provide, at the request of the Bank's employee, information out of the identifying data specified by the Account Holder on the Bank's form referred to in para. 3 item 2. The Bank shall identify the Account Holder on the basis of the above information. Transactions executed by a person using identification information available only to the Account Holder, shall be charged to the Account Holder.

- 4) Identification information referred to in para. 3 item 2 constitute confidential data and the Account Holder shall not disclose this data to unauthorized persons.
4. The Transaction is concluded once the Account Holder and the Bank have made a unanimous declaration of will, to the effect that they accept the Transaction Terms.
5. In order to enter into a Transaction, the Parties shall, in each case, agree on at least the crucial Transaction Terms out of the following: Notional Amount, Currency, Settlement Currency, Exchange Rate, Settlement Date.

#### **§39. Transactions concluded to perform a Transfer Instruction**

1. A transaction concluded to perform a Transfer Instruction - is concluded by the Account Holder to enable the latter to place a Transfer Instruction with the Bank on the Settlement Date for a given Transaction at the latest and to perform this instruction by the Bank.
2. Due to the fact that until the moment of posting by the Bank of a Transfer Instruction (resulting in the execution of the Transaction Settlement by the Bank, by debiting the Customer's Settlement Account with the Settlement Amount in the Settlement Currency), the Settlement Amount resulting from the Transaction is visible on the Customer's Settlement Account as an available balance, the Account Holder, while submitting other instructions concerning the funds on that account, is obliged to ensure:
- 1) on the Settlement Date - in the case of Today Transactions, or
  - 2) on the Business Day preceding the Settlement Date - in the case of Tomorrow Transactions or Spot Transactions,

cash in the amount necessary to execute a Transfer Instruction by the Bank (including the Account Holder's payment of a commission on this account).

3. In case of a Transaction concluded for the purposes of executing a Transfer Instruction, concluded:
- 1) by telephone - the Account Holder, in addition to agreeing on the Terms and Conditions of the Transaction, referred to in Article 37 item 6, is additionally obliged to:

- inform about the purpose of concluding a Transaction (a Transaction concluded for the purpose of executing a Transfer Instruction) the Bank's employee authorized to conclude Transactions on behalf of the Bank,
- and then, after receiving information from that employee about the reference number of the Transaction concluded - include that number in the Transfer Instruction submitted to the Bank via the GOnline Biznes System, or

- 2) via the Electronic FX Trading Platform or the Goddealer application - the Account Holder, in addition to agreeing on the Terms and Conditions of the Transaction, referred to in Article 37 item 6, is additionally obliged to include the reference number of the Transaction concluded, generated by this trading platform or the Goddealer application, in the Transfer Instruction submitted to the Bank via the GOnline Biznes System.
4. Conclusion of the Transaction results in the Account Holder's obligation to submit the Transfer Instruction to the Bank on the Settlement Date at the latest. The obligation should be fulfilled by submitting one or more Transfer Instructions via the GOnline Biznes System, for the total amount equal to the entire Notional Amount. Each Transfer Instruction should be submitted by the Cut-Off Time relevant for the specific Transaction Currency.
5. The Bank may refuse to execute the Transfer Instruction in the event there are no funds on the relevant Customer Settlement Account in the amount sufficient for the Bank to perform a Transfer Instruction (including payment of a commission thereunder by the Account Holder).
6. In order for the Bank to execute a Transfer Instruction at the Exchange Rate agreed upon by the Parties in the Terms and Conditions of Transaction, a Transfer Instruction is to be submitted each time, in accordance with the following:
- 1) the GOnline Biznes System functionalities,
  - 2) the provisions referred to in item 4,
  - 3) provisions referred to in item 3 sections 1-2, concerning the need for the Account Holder to take into account the reference number of the Transaction concluded in a Transfer Instruction submitted to the Bank via the GOnline Biznes System.
7. The Transfer Instruction submitted by the Account Holder:
- 1) in breach of the rules referred to in item 3 sections 1-2, concerning the need for the Customer to include the reference number of the Transaction concluded in a Transfer Instruction submitted to the Bank via the GOnline Biznes System, or
  - 2) not in accordance to the GOnline Biznes System functionalities,
- will be executed by the Bank on standard terms, without taking into consideration the Exchange Rate

agreed in the Transaction Terms, i.e. at the exchange rate consistent with the table of exchange rates applicable in the Bank.

8. If:
- 1) the Account Holder fails to submit one or more than one Transfer Instruction for the total Transaction Amount or
  - 2) There are no sufficient funds on the Customer's relevant Settlement Account to execute the Transfer Instruction by the Bank (including the payment of a commission on this account by the Customer),

The Transaction Amount or its part which has not been subject to the Transfer Instruction, may be converted by the Bank into the Settlement Currency of that Transaction, at the exchange rate(s) indicated in the table of exchange rates applicable in the Bank at the moment of the currency conversion, unless on the Conclusion Date, by 4:30 p.m., the Account Holder agrees with the Bank on another exchange rate at which the Bank will convert the currency. In order to agree on the exchange rate referred to above, the Parties will contact each other on the phone.

9. If, as a result of the currency conversion referred to in item 8, the amount of the exchange rate difference between the Exchange Rate and the exchange rate used in the currency conversion:
- 1) is due to the Bank - the Account Holder shall pay this amount to the Bank. The payment shall be made through charging this amount by the Bank from the Customer's Settlement Account in the Settlement Currency or from any other account of the Account Holder held with the Bank. Whenever the currency of the amount due to the Bank is different from the currency of the account from which such an amount is collected - the Bank shall convert this amount into the currency, in which it is due to it at an appropriate exchange rate indicated in the table of exchange rates applied at the Bank at the moment of the collection,
  - 2) is due to the Account Holder - the Bank shall credit the Customer's Settlement Account in the Settlement Currency.

#### **§40. Proposals**

Today, Tomorrow and Spot Transactions may be concluded in a bid mode, i.e. as a result of a statement of will to conclude such Transaction made by the Customer (in a method accepted by the Bank), containing material provisions of the Transaction ("the Bid") and of the Bank accepting such Bid in the time frame agreed on by the Parties. The Today, Tomorrow and Spot Transactions are concluded when the Bank realizes the Bid made by the Customer.

#### **§41. Confirmations**

1. The Bank confirms to the Transaction conclusion to the Account Holder by providing him/her with respective Confirmation, which constitutes evidence of the Transaction conclusion, immediately, however, no later than on the Business Day following the Transaction Conclusion Date, in the manner agreed with the Account Holder. The Transaction, however, shall be validly entered into irrespective of whether its Confirmation has been drawn up or not.
2. The Confirmation does not require a signature from the Bank and is of informative character, with regard to the Transaction concluded. Objections to the text of the Confirmation received should be raised immediately, no later than by the end of the Business Day on which it was received.

#### **§42. Transaction settlement**

1. Subject to the provisions referred to in Article 38 item 2, the Transaction Settlement shall take place on the Settlement Date in the following manner:
  - 1) If the Seller is the Bank - the Bank shall credit the Notional Amount to the Customer Settlement Account maintained in the Transaction Currency, and shall debit the Settlement Amount to the Customer Settlement Account in the Settlement Currency;
  - 2) If the Seller is the Account Holder - the Bank shall debit the Notional Amount to the Customer Settlement Account maintained in the Currency and credit the Settlement Amount to the Customer Settlement Account in the Settlement Currency.
2. On the Settlement Date, the Account Holder shall ensure funds on the relevant Customer's Settlement Account in the amount of, respectively, the Notional Amount or the Settlement Amount, and in the case of a seizure of that account by an authorized enforcement body, make a payment directly to the Bank's Settlement Account, quoting the number of the Transaction under which the payment is effected.
3. 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 Default Interest on the equivalent of the past-due payment amount, translated into PLN at the NBP mid-rate as at the Settlement Date.

4. In the event on the Settlement Date there are no sufficient funds on the respective Customer Settlement Account to execute (settle) the Transaction, the Bank may refrain from making the payment which it is obliged to make under the Transaction, and may conclude a transaction opposite (as to trade direction) to the given Transaction (the "Bank's Closing Transaction") in order to close the Bank's open currency position. The Bank's Closing Transaction will be concluded at the relevant exchange rate determined in the first table of exchange rates announced by the Bank on the Bank's Closing Transaction conclusion date (not earlier than on the Business Day following the Transaction Settlement Date). If, as a result of concluding the Bank's Closing Transaction, an amount under the exchange rate difference between the FX Rate and the exchange rate applied in the Bank's Closing Transaction:
- 1) is due to the Bank - the Account Holder shall pay this amount to the Bank. The payment shall be made through charging this amount by the Bank from the Customer's Settlement Account in the Settlement Currency or from any other account of the Account Holder held with the Bank. Whenever the currency of the amount due to the Bank is different from the currency of the account from which such an amount is collected - the Bank shall convert this amount into the currency, in which it is due to it at an appropriate exchange rate indicated in the table of exchange rates applied at the Bank at the moment of the collection,
  - 2) is due to the Account Holder - the Bank shall credit the Customer's Settlement Account in the Settlement Currency.

#### **§43. Transaction valuation**

1. The Bank shall calculate the Transaction Valuations on every Valuation Date and once a week provide the Account Holder with information on its amount as at the indicated Valuation Date (provided that there were Transactions pending on the Valuation Date).
2. Whenever the information on Transaction Valuation provided to the Account Holder refers to the "Regulations on conclusion of FX and derivative transactions" - it shall mean these Regulations (insofar as such Transactions are concerned).

#### **VII. Electronic Access Channels**

##### **§44. Types of Electronic Access Channels**

1. The Bank allows the User to access information on the Account and place Instructions regarding the Account via Electronic Access Channels, including:
  - a) Connexis/ Connexis Cash Mobile;
  - b) the GOnline Biznes System / GOMobile Biznes;
  - c) Customer Service;
  - d) Call Centre;
  - e) Card.
2. The Bank authorizes the User to access the Connexis/ Connexis Cash Mobile, GOnline Biznes System/ GOMobile Biznes, Customer Service and the Call Centre upon signing an Account Agreement by the Account Holder. The Bank shall grant the Card to the User upon submitting a request for using the Card by the Account Holder. Information on IT hardware requirements necessary to use Electronic Access Channels is available in the Bank Units, on the Website or through the Call Centre.
3. The User may start using the Connexis, Connexis Cash Mobile, GOnline Biznes, GOMobile Biznes Systems, Customer Service and the Call Centre provided that the Account Holder/User has activated the above services.
4. In order to activate:
  - a) Connexis/ Connexis Cash Mobile, the Account Holder should sign an additional agreement with the Bank;
  - b) GOnline Biznes System - the Account Holder should submit a request for activation, with the Bank's Unit, indicating at least persons (Users) for original definition of rights to the System GOnline Biznes;
  - c) Customer Service - the Account Holder should submit a request for activation of the service to the Bank's Unit;
  - d) Call Centre - the Account Holder should submit a relevant request to any Bank Unit;
  - e) GOMobile Biznes - is made available to all Users who have GOnline Biznes.
5. To deactivate an Electronic Access Channel, the Account Holder shall make a relevant written request or a request with an Electronic Signature in the Bank Unit.
6. Deactivation of GOnline Biznes also means blocking the User's access to GOMobile Biznes and the Electronic FX Trading Platform.
7. Type of available Electronic Access Channels, their functionalities, including the type of Instructions which the User may submit via such channels are limited by the current functional scope of the Electronic Access Channels. Information on the scope of functionality of Electronic Access Channels can be obtained in the Bank Units, on the Website or through the Call Centre.
8. The Bank provides the User with access to Electronic Access Channels 24 hours a day, 7 days a week, except



the Customer Service. The Bank, however, stipulates the possibility of making breaks in the operation of the Electronic Access Channels, to perform such actions as maintenance, enhancements or security measures, necessary to ensure proper operation of the Electronic Access Channels.

9. In case when the Account Holder requests the possibility to log in via the GOonline Biznes System to electronic platforms of companies from the BNP Paribas Group, the Account Holder thereby authorizes the Bank to provide the BNP Paribas Group company operating a given platform with information constituting a bank secrecy, to the extent necessary to make available and service the possibility to log in to the company's platform from the GOonline Biznes System.

#### **\$45. Functionality and technical requirements**

1. With respect to all Accounts, the GOonline Biznes System enables the User to perform, in particular, the following actions:
  - a) access the information on the Account, Cards and Payment Transactions made by means of such Cards, commissions and fees charged by the Bank as well as Instructions made;
  - b) make or cancel Instructions, including transfer orders, opening or breaking Term Deposits,
  - c) apply for products currently offered by the Bank,
  - d) submit Instructions regarding products offered by the Bank,
  - e) exchange correspondence with the Bank.The Account Holder, or its duly authorized User, within the scope defined by the Bank, may restrict access for this or any other User to the above-mentioned services.
2. GOmobile Biznes will be made available on the condition that the User has access to the GOonline Biznes System and has downloaded and installed the "GOmobile Biznes" application on their mobile device. The list of operational systems for mobile devices dedicated to using GOmobile Biznes is available from the Website.
3. While activating GOmobile Biznes, the User defines the PIN number used to authorize transactions in GOmobile Biznes.
4. While activating a mobile token in GOmobile Biznes the User may use an option to establish a separate PIN for mobile authorization in GOmobile Biznes.
5. For log-in and authorization in the GOmobile Biznes application, the User may also use the Biometric authorization data, f.e. a fingerprint or individual face characteristics.
6. A User who uses the log-in and authorization methods based on the Biometric authorisation data shall not allow third persons to save their biometric features on the User's mobile device where the GOmobile Biznes application is installed and activated.
7. The Bank shall not be held liable if the User, while using the mobile device, including its features such as the biometric features reader, allows for the features of such third person to be read and in the device qualifies the third person data as the User data.
8. In justified cases related in particular to safety or technical problems, the Bank reserves the right to turn off the Biometric authorization data function.
9. Based on the authorizations defined in the GOonline Biznes System, GOmobile Biznes allows the User access to a part of the GOonline Biznes functions. A list of those functions is available from the Website;
10. Proper operation of the GOonline Biznes System requires the User to ensure that the computer and software is in good working order and:
  - a) ensuring access to the Internet network, and
  - b) equipped with the internet browser enabling the use of TLS1.1 128-bit protocol.
11. The Bank may change technical or hardware requirements for the equipment necessary to ensure proper operation of the GOonline Biznes System/GOmobile Biznes Detailed technical requirements for using the Electronic Access Channels are available from the Website.
12. The Connexis System has the following features:
  - a) an international system to administer accounts dedicated especially to entities from different countries, where the BNP Paribas group operates,
  - b) secured access to the system using token-type devices,
  - c) possibility to effect transfers and generate account statements with respect to accounts attached to the User,
  - d) authorisation of payments from different accounts in various countries,
  - e) possibility of cooperation with F-K systems applying data exchange using MT101 and MT940 formats,
  - f) possibility to transfer administration of the access to the account in the system to indicated Users.
13. Conditions for making Connexis Cash Mobile available to the User are the following: the User has to have access to the Connexis System and download to a mobile device dedicated applications called "Connexis Cash Mobile" and provided by the BNP Paribas Group in Apple App Store and Google Play.

14. Connexis Cash Mobile, under authorization rights defined in the Connexis System allows the User to:
  - a) access information on Accounts, Account history,
  - b) authorize an Instruction of a transfer ordered via the Connexis System.
15. With respect to all Accounts, the Call Centre enables the User to perform, in particular, the following actions:
  - a) access the information with respect to the Account and Instructions made (through the Bank-o-phone and Consultant Service),
  - b) open or break Term Deposits (through the Bank-o-phone and Consultant Service),
  - c) make transfer orders Instructions to the benefit of the predefined beneficiaries (through the Bank-o-phone),
  - d) make transfer orders Instructions - through the Consultant Service,
  - e) access information on Cards and other products the Bank offers to the Account Holder (through the Bank-o-phone or Consultant Service),
  - f) have a stop or hold put on the Card - through the Consultant Service, and through the Bank-o-phone only for Cards to be issued from September 2016,
  - g) activate the Card - through the Consultant Service, and through the Bank-o-phone only for Cards issued from September 2016,
  - h) order confirmation of Instructions made (through Consultant Service).
16. Telephone numbers to the Call Centre are specified at the Website (a call charge according to operator's price list).
17. Instructions made through the Consultant Service cannot exceed the daily limit amount determined by the Bank. The daily limit amount is specified on the Website.
18. A correct operation of the Call Centre requires the User to use a touch-tone dialling telephone in working order.
19. The Account Holder can, within the scope determined by the Bank, limit its own access or access of predefined Users to the services specified above.

#### **\$46. Security Rules**

1. Any information the disclosure of which could make the Bank, while identifying the User or authorizing Instructions s/he makes via the Electronic Access Channels, recognize an unauthorized person as the User based on correct information provided by that person as required for such identification or Payment Transactions authorization, or the Transaction conclusion, in particular a password, PIN, SMS code, a private key or a key generated by a token, shall be kept secret by the User. Therefore, the User shall maintain confidentiality of any information that would enable somebody to access any of the Electronic Access Channels, make Instructions or other requests using them. The above obligation covers also the User's commitment to ensure conditions that make it impossible for unauthorized persons to get to know the data identifying him/her or used to authorize Payment Transactions, passed on by the User while using Electronic Access Channels.
2. The User is obligated to follow security rules set forth by the Bank. In particular, proper security should be maintained of the telecommunications and IT devices (e.g. computer, mobile phone, tablet) used by the User to access Electronic Access Channels; specifically, the User shall:
  - a) use original software only and apply means of security recommended by the producer of such software,
  - b) make regular updates of the operating system and the Internet browser recommended by the Bank,
  - c) use current versions of anti-virus and anti-malware software and firewalls to protect the computer against unwanted network traffic,
  - d) limit access to telecommunication devices to trusted persons only, and access to devices used for the Instruction Authorisation - only to persons authorized to perform such actions.
3. Besides, the User is obliged to exercise due diligence when executing any activities related to using the Electronic Access Channels, especially logging in and out from the system and authorization of Payment Transactions, in order to secure Instructions made through Electronic Access Channels. While using the GOonline Biznes System, the User is obliged to verify each time (i) whether he/she logs on to the Website (by verifying the domain name of the website he/she is logging on to, i.e. bnpparibas.pl), (ii) whether the connection to the Website is encrypted (in such a situation the website address starts with https://), (iii) whether it establishes a connection with the Bank's servers by verifying the website certificate (a detailed manner of such verification is indicated in the security rules described on the Website), and (iv) whether the SMS Code received on the phone in the text message is used to authorize the action he/she intends to take.
4. Security rules have been described in detail on the Website; they are also available in the Bank Units or through the Call Centre. By entering into the relevant agreement, which provides for an option to use Electronic Access Channels, the User confirms that he/she has read and understood the security rules set by the Bank and accepted them.

5. To preserve the security of the Instructions made, the Bank informs you that it does not contact Users requesting them to provide their access passwords to the Electronic Access Channels, especially via email or using any means of distance communication, or by redirecting them (sending links) to any websites.
6. In the event the above information, in particular: the password, PIN, SMS Code, a private key or a token device has been lost, stolen, appropriated, copied or disclosed to or used by an unauthorized person, or if there is a suspicion that such a situation has occurred, the User shall immediately change the password or PIN accordingly, or instruct the Bank to prevent (block) any further use of the respective Electronic Access Channel. The same notification should be made in the case of loss, theft, appropriation, unauthorized use, access or copying of the content of the device possessed by the User serving him/her to use the Electronic Access Channels or a suspicion that such a situation has occurred. The notification referred to herein should be made by contacting the Call Centre.
7. The Bank reserves the right to block any Electronic Access Channel in the following cases:
  - a) any justified reasons related to secure access via such an Electronic Access Channel,
  - b) in connection with a justified suspicion of an unauthorized use of that Electronic Access Channel or intentional effecting of unauthorized Payment Transaction through that channel.
8. Out of concern for security of services provided by the Bank through the Consultant Service, all telephone conversations between the User and the Bank's employees may be recorded by the Bank on a selected data carrier.
9. The Bank recommends that the Account Holder who uses the Account via any Electronic Access Channel should install and use the Software in its IT system. The Account Holder, accepting the Bank's recommendations, should install and use the Software indicated by the Bank. The Account Agreement may provide that the installation and use of the Software, including entering into a relevant agreement with the Software supplier, constitutes the Account Holder's obligation and not only the Bank's recommendation.
10. The Bank enables the Account Holder a use of the Software without any additional charges under a separate agreement signed by the Bank with the Software supplier.
11. The agreement on the Software installation and use is concluded by the Account Holder directly with the Software supplier by accepting the end-user licence. The Bank is not a party to the agreement signed by the Account Holder with the Software supplier. The Bank wishes to inform you that installation and use of the Software is a technical solution that substantially increases the safety of the Electronic Access Channels use.
12. If the Account Agreement includes an obligation for the Account Holder to conclude, prior to starting the use of the Account through any Electronic Access Channel, a separate agreement with the Software supplier on the installation and use of the Software indicated in the Account Agreement, the Account Holder shall immediately notify the Bank about signing the said agreement.
13. The Account Holder shall be informed by the Bank, in a manner the Bank deems appropriate, in particular through a direct contact with the Account Holder, a separate message or messages addressed individually to the Account Holder to the email address indicated in the Account Agreement or via information published on the Website about basic assumptions, objectives and functionalities of the Software as well as the need of its update.
14. The security rules specified above are without prejudice to the Account Holder's consent of the PIS Supplier to provide the service of initiating payments from Payment Accounts or the AIS Supplier to provide the service of access to information on the Payment Accounts held and Payment Transactions related to those Payment Accounts.
15. The Bank may deny the PIS Supplier or AIS Supplier access to a given Payment Account for objectively justified and duly documented reasons related to unauthorized or illegal access to a Payment Account by such AIS Supplier or PIS Supplier, including unauthorized initiation of a Payment Transaction.
16. In the case referred to in item 14, the Bank, in a manner chosen by it, in particular by electronic means, informs the Account Holder about the denied access to the Payment Account and its reasons. This information, if possible, is provided to the Account Holder before the access denial, and at the latest on the Business Day following the day of such refusal. The Bank may provide such information at a later date if it is justified by security reasons or separate regulations. The Bank enables the PIS Supplier or AIS Supplier to access the Payment Account immediately after the reasons justifying the refusal cease to exist.

#### **\$47. User Identification**

1. The User obtains access to the Account through an Electronic Access Channel upon identification that the Bank performs in the manner appropriate for a given Electronic Access Channel.
2. In particular, the Bank identifies the User or verifies the Instruction s/he makes by means of an identification code, PIN, password, SMS Code, code generated by a token or other information owned by the Bank that should be known to the User only. In order to carry out the identification procedure by the Bank, the User shall follow the instructions:
  - a) presented in the information materials the User received from the Bank through the Electronic Access Channel s/he wants to use; the information provided by the User and requested by the Bank to identify the User must be consistent with the information held by the Bank;
  - b) provided to the User by the Bank on a current basis through the Electronic Access Channel that the User intends to use; all information provided by the User and required by the Bank to identify the User must be consistent with the information held by the Bank.
3. If the User identification is unsuccessful three times running, to secure the funds deposited on the User's Account, the Bank reserves the right to put a hold on the User's Account through a respective Electronic Access Channel.
4. To unblock an Electronic Access Channel blocked by the Bank, the Account Holder must contact the Bank Unit or the Consultant Service of the Call Centre and follow the instructions given by the Bank.
5. The Bank may take extra safety measures, not mentioned in the Regulations, to prevent unauthorized individuals from using Electronic Access Channels.

#### §48. Securing and saving Instructions

All Instructions made through the Electronic Access Channels are duly captured, secured and stored by the Bank in a manner the Bank deems appropriate. **VIII. Commissions and fees**

#### §49. Table of Commissions and Fees

1. For maintenance of the Account, the Bank shall charge commissions and fees as specified in the Table of Commissions and Fees.
2. Commissions and fees are charged to the Account. Commissions and fees denominated in the currency other than the currency of the debited Account are converted at the NBP mid-rate announced on the day preceding the day the Account is charged with such a commission or fee.
3. The information on commissions and fees currently applied by the Bank can be obtained in the Bank Units, on the Website or through the Call Centre.
4. The Bank can unilaterally amend the Table of Commissions and Fees for important reasons which are deemed to be the occurrence of at least one of the following circumstances:
  - a) change of the consumer price index, compared to the previous index for a quarterly six-months or yearly period - by at least 1%
  - b) change of at least one of the interest rates published by the NBP, including the MPC, in particular:
    - change of the NBP lombard loans rate - by at least 1% of the indicator since its last change,
    - change of the NBP bill of exchange rediscount rate - by at least 1% of the indicator since its last change,
    - change of the NBP reference rate - by at least 1% of the indicator since its last change,
    - change of the mandatory reserve rate - by at least 1% of the indicator since its last change,
  - c) change of change of costs the Bank must incur to perform actions provided for in the Regulations, and specifically the costs of electricity, telecommunication/IT connections, IT, intrabank settlements, cards settlements, Payment Instruments, labour costs and costs of third party services in relation to the previous price for the given service in a quarterly, six-months or yearly period by at least 0.1%;
  - d) change of scope, method or form of performance of the actions related to the product or service provided by the Bank under the Regulations and having impact on the Bank's operation or on the change of costs of operation under the Regulations incurred by the Bank by at least 0.1%;
  - e) necessity to adjust the level of commissions and fees to competitive offers, in relation to the Bank's market position, taking into consideration the amount of assets and type of product or service provided by the Bank;
  - f) changing or introducing new provisions of law or changing or applying new reference rates affecting the Bank's activity or increasing the operating costs covered by the Regulations, provided that the Bank is obliged, based on these Regulations, to adjust fees and commissions or to collect fees and commissions, or if the amended or newly introduced provisions of law have a direct impact on activities related to the execution of the agreement,

- g) changing the manner of provision of services resulting from technical or technological solutions in the IT system impacting the Bank's activity and its services or impacting the increase of the costs of operation under the Regulations incurred by the Bank by at least 0.1%, as long as they ensure due performance of the Agreement;
- h) 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,
- i) in connection with withdrawal from the Bank's offer of a Commission and Fee Plan or any product or service offered under the Account Agreement and covered by the Table of Commissions and Fees;
- j) in order to introduce change of name of a document or a service, editorial or structure changes or to make existing provisions of the Table of Commissions and Fees more precise;
5. The amendment to the Table of Commissions and Fees shall be made in accordance with the rules and Account Holder rights foreseen for amendments of the Regulations, referred to in § 66 para. 2-4.
6. The Bank is entitled to change the Table of Commissions and Fees without prior notice as long as these changes refer only to lowering or waiving collection of fees and commissions or changes to the names of products, services, systems without changing their functionality.

#### §50. Rules for charging commissions and fees - general provisions

1. If for a certain Bank customer category the Table of Commissions and Fees provides for any particular rules and amounts of commissions or fees to be charged for specific services, as far as all other services are concerned, these customers are subject to fees and commissions according to the general rules set out in the Table of Commissions and Fees, binding on all customers of the Bank.
2. For non-standard services not included in the Table of Commissions and Fees, the Bank may charge fees in the amounts determined on an individual basis.
3. Commissions and fees for services executed upon orders of other banks are charged in the amount agreed with these banks.
4. Commissions and fees may be paid by the Account Holder in cash or charged by debiting the Account.
5. In the event of paying a commission or fee in cash, the Account Holder pays the due fee (commission) upon carrying out the operation for which the fee (commission) is charged.
6. The commission on purchase and sale of a foreign currency for PLN concerns only cash operations, understood as transactions where at least one side of operation is made in cash.
7. Commissions and fees for maintaining Accounts and execution of instructions are charged in the amounts and on dates set out in the Table of Commissions and Fees binding as at the day of effecting a given activity.
8. The Bank reserves the right to charge Accounts with commissions and fees due without a separate Account Holder's instruction.
9. The commission for maintaining a Foreign Currency Account is charged in the Account Currency in the amount equivalent to the PLN rate calculated according to the NBP mid rate, each time to the FC Account which the commission applies to.
10. In the event on the day of charging a periodical commission, the Account balance is insufficient to cover the amount due, the Account is debited with a respective commission due and then the amount is repoted into the separate analytical account assigned to the Account Holder and maintained in a domestic currency. In such a case the Bank Unit maintaining the Account calls the Account Holder to settle its liabilities within the time frame set out in the payment reminder.
11. The Bank notifies Account Holders of updated contents of the Table of commissions and fees by exposing the new version in each branch of the Bank, by making the new version available on the Bank's Website or via the GOnline Biznes. As far as fees related to the maintaining of Accounts are concerned, amendments to the Table of Commissions and Fees become effective 14 days after announcement. Any other amendments shall become effective on the date provided in the Order of the President of the Bank's Management Board.
12. In the case of commissions on bank transfers based on exchange rates, the exchange rates binding at the moment of effecting the transfer order shall be applied.
13. The Bank's failure to collect commissions or fees within the time limit specified in the agreement with the Customer or the Regulations / Table of Commissions and Fees does not affect the Bank's right to collect them at a later date.
14. All fees and commissions are specified as net amounts. If a given service is taxed with VAT, the fee/commission will be increased by the VAT tax due according to the provisions of the binding law;

#### §51. Rules for charging fees and commissions regarding foreign currency operations

1. Commissions determined in PLN shall be charged for:

- a) maintaining Foreign Currency Accounts, by debiting the Foreign Currency Account with the amount equivalent to the fee amount in PLN after its conversion into an appropriate Currency at the NBP mid-rate;
  - b) orders from PLN Accounts effected in Currencies, by debiting the Account with a fraction of the Account debit amount resulting from the Currency Conversion of the order amount; however, for instructions placed via GOnline Biznes and Connexis Systems, the debit amount converted into PLN at the NBP mid-rate shall be the basis for calculating the commission amount;
  - c) under Foreign Currency Account orders, by debiting the Account with a fraction of the order amount converted into PLN at the NBP mid-rate;
  - d) collection of Cheques in a Currency, at accepting the Cheque, in the amount being a fraction of the Cheque amount converted into PLN at the NBP mid-rate;
  - e) costs calculated by intermediary banks that participated in the International Payment execution, in the case when the said costs are borne by the payee. If the said costs are calculated in the Currency other than the Currency of the Account they are debited to, then their actual amount in PLN shall be determined on the basis of the currently applicable buy and sell rates of the Bank; however, for orders placed via Electronic Access Channels, the NBP mid-rate shall be applied.
2. In the case of operations on Foreign Currency Accounts effected in the Currency other than the Account Currency, the order amount debited to the Foreign Currency account is used as the basis for determining the commission; however, for instructions placed via Electronic Access Channels, NBP mid-rates are applicable to calculate the order amount in PLN (and to calculate the commission).
  3. Commissions and fees relating to costs charged by other banks acting as intermediary in the execution of a Payment Transaction may be charged, regardless of fees or commissions charged by the Bank. Such receivables are charged either by debiting the Account or by a respective decrease of the order or cheque amount.
  4. The commission amounts in PLN and Currencies are charged after rounding them off to the nearest hundredth.

#### §52. Specific rules regarding charging of selected commissions and fees

Collection dates for some fees and commissions are as follows:

TITLE	TIME FRAMES
For opening an Account	Fee collected at Account opening or when the first amount credits the Account
For Account maintenance	on the 26th day of the month for which the commission is charged, or on the 5th or 26th day of each month for the previous month - in the event when the commission amount depends on fulfilment of particular conditions

TITLE	TIME FRAMES
For using the GOnline Biznes System (monthly)	on the 10th day of each month for the previous month
For SMS notifications within the GOnline Biznes System	on the 10th day of each month for the period from the 10th day of the month preceding the charge collection to the 9th day of the month, when the fee is charged.
Commission for a token (monthly)	on the 26st day of each month for the previous month
Commission for preparing and sending consolidated statements to accounts	on the 1st day of each month for the previous month
Execution of instructions based on MT101 orders submitted by the Account Holder via the Connexis System (monthly)	on the 10th day of each month

Service of MT940 statements for the Account Holder - the Connexis System user (monthly)	on the 10th day of each month
For the use of the Connexis System	on the 10th day of each month
Monthly fee for maintaining a high balance in EUR, CHF, DKK, SEK, USD, GBP, HUF, CZK, OK, PLN (monthly)	on the 10 day of each month for the previous month
Yearly fee for for maintaining a high balance at the end of the calendar year	on 10 January for the previous year

(\* ) If the commission charging day determined in the above-mentioned table falls on a day other than a Business Day, commissions or fees due shall be charged on the Business Day following that day. Other commissions and fees are collected at the moment of effecting an operation which is subject to a commission or fee.

## IX. Provisions pertaining to Payment Services Suppliers

### §53. Obligations of Payment Services Suppliers

- A Payment Services Supplier shall file with the Bank documents confirming their authorization as soon as they are entered into the register of payment services suppliers or receive notification authorizing to operate in Poland as a Payment Services Supplier.
- A Payment Services Supplier, in provision of payment services or services of issuing and redemption of electronic money to their customers, may only use those services of the Bank that have been made available to them for that purpose. The Bank ensures impediment-free and effective use of its services made available to the Payment Services Suppliers for that purpose.
- The Payment Services Suppliers shall, for the whole period of cooperation with the Bank:
  - operate in compliance with the law, including strict observance of the Act on Anti-Money Laundering and Counter-Terrorism Financing of 1 March 2018 in the scope in which it relates to the obliged entities (with particular emphasis on Article 118 thereof), Act on Payment Services, Regulation (EU) 2015/847 of the European Parliament and of the Council of 20 May 2015 on information accompanying transfers of funds;
  - provide the Bank immediately, at its request, with any necessary information on:
    - its performance of its duties related to counteracting money laundering and terrorism financing,
    - its observance of sanctions and embargoes,
    - immediate ordering party and the ultimate beneficiary of each transaction realized via the Bank,
    - transactions which seemed suspicious to the Bank, the authorized bodies or other participants of the payment market. Such doubts may in particular relate to counteracting money laundering and terrorism financing and observance of sanctions and embargoes,
  - not make the accounts opened with the Bank available to third parties,
- In order to make it possible for the Bank to correctly recognize the money laundering and terrorism financing risk referred to in Article 33, para. 4 of the Act on Anti-Money Laundering and Counter-Terrorism Financing dated 01 March 2018 as well as to apply the financial security measures referred to in Article 34 para. 1 thereof, the Payment Service Provider shall immediately inform the Bank:
  - of the authorizations to operate as Payment Service Provider in Poland and any changes or loss to these authorisations,
  - of public registers in which those authorisations and changes are disclosed,
  - truly and completely of its status, condition, intentions and operation in Poland, in particular by answering the Bank's questions included in a relevant survey,
  - of any Account used by the Payment Service Provider in order to provide payment services,
  - of public warning issued by authorised bodies in respect to the Payment Service Provider,
  - of incidents (events) of breach by the Payment Service Provider:
    - of the provisions of the Act on Anti-Money Laundering and Counter-Terrorism Financing of 01 March 2018,
    - of the provisions of this Act, including failure to comply with the recommendations and

communications of the General Inspector of Financial Information (GIIF),

(iii) of the provisions regarding counteracting money laundering and terrorism financing of other EU member states,

- of important facts and risks that may impact performance of the Account Agreement other than specified in items a-f.

- The Bank maintains Currency Accounts for Payment Service Providers in selected Currencies only.

### §54. Material reasons for termination of an Account Agreement for a Payment Service Provider

- The Bank has the right to unilaterally terminate an Account Agreement for a Payment Service Provider without notice if the Payment Service Provider:
  - loses authorization to provide payment services in Poland,
  - without consent of the Bank, performs payment services operations, the nature of which was not agreed on with the Bank,
  - without consent of the Bank, uses the Bank's services to provide services, the nature of which was not agreed on with the Bank, and which is against the Bank's policy, in particular in relation to the money laundering and terrorism financing risk,
  - does not inform the Bank of its authorizations to provide payment services, loss or change of scope of such authorizations.
- Taking into consideration the special nature of the operation and related responsibility both on the Payment Service Provider and the Bank, in the event of incidents or situations:
  - described in para. 16 item 4, sub-item b) or para. 20 item 1, sub-item f), 20 item 1, sub-item g) (i) or (ii) or para. 69 item 1, sub-item j) - l), q or r) of the Regulations,
  - when Account Holder is placed on the public warning list of dishonest entrepreneurs kept by the PFSa or a similar list kept by a relevant supervisory body of another EEA country,
  - when the Account Holder's actions suggest that they fail to comply with the special restrictive measures referred to in Article 118 of the Act on Anti-Money Laundering and Counter-Terrorist Financing of 1 March 2018, in particular that they fail to comply with the international sanctions recommendations and communications of the GIIF,
  - when the Account Holder uses the PSP Account in breach of the Account Agreement.

The Bank - in the face of the high risk of money laundering and terrorism financing - is entitled to terminate the Payment Service Provider' Account Agreement without notice.

## X. Final provisions

### §55. Account Statements

- The Account Statements are forwarded at dates and in the manner agreed on in the Account Agreement or in a written Instruction of the Account Holder-, accepted by the Bank. The Account Holder can choose in particular the statements prepared on:
  - a daily basis, on every Business Day for the preceding Business Day, or
  - a weekly basis, on the Business Day chosen by the Bank for the preceding calendar week.
- If the Account Holder has not chosen any type of account statements and the manner in which the Account Holder wishes to receive them, monthly statements required under the Civil Code are sent by the Bank free of charge.
- Upon the Account Holder's request, the Bank Unit maintaining the Account makes copies of statements for this Account for a fee determined in the Table of Commissions and Fees.

### §56. Change in Account Holder's Personal Data

The Account Holder shall notify the Bank of any changes of data which the Account Holder provided to the Bank upon concluding the Account Agreement.

### §57. Correspondence with Bank

- The Account Holder shall inform the Bank in writing or with an Electronic Signature about any change in its registered office or mailing address by providing current documents with changed data to the Bank.
- Any communication sent by the Bank to the Account Holder by post or courier to the last mailing or permanent address specified - if the Account Holder provided no mailing address - shall be deemed duly served.
- Communication can be sent by the Bank to the Account Holder's email address.

### §58. Authorisation, hold put on the Account

- The Bank shall charge the Accounts maintained by the Bank in favour of the Account Holder (except for the

escrow Account, the Trust Account and term deposit accounts), with funds necessary to satisfy the due receivables of the Bank towards the Account Holder, without the need for an additional Instruction to be submitted by the Account Holder and shall make a contractual deduction (without the need for an additional declaration of intent) of any of its due receivables towards the Account Holder under the Account (except for the escrow Account or the Trust Account and term deposit accounts). The Bank shall immediately notify the Account Holder about such an offset made. The Bank will inform the Account Holder of the amount charged by displaying it in the Account statement.

If the Bank's receivable under the deduction is expressed in a different currency than the account currency, the Bank shall make the conversion pursuant to the provisions of §18 accordingly,

- The Bank has the right to put a hold on funds on the Account (except for the Escrow Account or Trust Account) whenever an event of default occurs under an agreement based on which the Bank has granted financing to the Account Holder or a third party, if the Account Holder is obliged to repay such financing (as a surety or for another reason), provided that occurrence of such event of default authorizes the Bank to terminate the agreement. The period for which the account remains blocked cannot exceed the period during which the event of default continues to exist. The account may be blocked up to the current debt due to the Bank under the agreement to which the event of default applies. The Bank shall immediately notify the Account Holder that a hold has been put on or released from his/her account.

### §59. Unauthorized debit balance

- Any Unauthorised Debit Balance must be immediately repaid by the Account Holder.
- The Bank is entitled to accrue interest on any Unauthorised Debit Balance, in the amount of Maximum Default Interest, for the period starting from the day the debit balance arose until the day preceding its repayment.
- Maximum Default Interest accrued on the Unauthorized Debit Balance amounts may be charged by the Bank to any Account held by the Account Holder, without having to obtain a separate Instruction of the Account Holder.

### §60. Limitation of the Bank's liability

- The Bank shall not be held liable for effects of disclosing, via Electronic Access Channels, the information subject to bank secrecy to the person identified by the Bank as the User in connection with providing correct information necessary to make such an identification or Payment Transaction authorization or to conclude a Transaction, in particular the password, the PIN number, an SMS Code, the private key or a token-generated code.
- The Bank shall not be held liable for damage caused by making an Instruction with an incorrect account number.
- The Bank shall not be held liable for any damage resulting from the circumstances beyond the Bank's control, i.e.:
  - the Bank's justified actions in order to apply the generally binding law provisions or decisions, opinions, rulings or interpretations by public bodies, including supervisory authorities and courts,
  - the Bank's application of financial security measures defined in the Account Agreement or anti-money laundering and financing of terrorism laws.
- In no situation shall the Bank be liable for any lost opportunity.
- In the event of a delay in payment by the Bank at the fault of the Bank, the maximum limit of the Bank's liability in the amount of statutory interest for the payment amount for the period of delay.

### §61. Liability for unauthorized Payment Transactions

- In the event of occurrence of Payment Transactions which have not been authorized by the User, the Bank shall be obliged immediately, but not later than by the end of the Business Day following the day on which the unauthorized Payment Transaction is found to have occurred or the day of receiving the relevant notification made by the Account Holder under the terms specified in the Regulations, to restore the debited Account to the state as it would have been had the unauthorized Payment Transaction not taken place, subject to the provisions below.
- The Account Holder is responsible for Payment Transactions which have not been authorized by the User in full, if the given Payment Transaction is a result of:
  - using the device, serving the User to use Electronic Access Channels, lost by or stolen from the User, or
  - misappropriation of the device by means of which the User uses the Electronic Access Channel.
- The Account Holder is liable for unauthorized Payment Transactions in full amount if the User has led to them intentionally, or as a result of an intentional or resulting from a failure to exercise due diligence breach of at least one of the safety obligations set forth in the Regulations,

including (i) the use of the device with which the user is using the Electronic Access Channel contrary to the Agreement, (ii) failure to immediately notify the Bank or an entity indicated by the Bank of any loss, theft, misappropriation or unauthorized use of this device or unauthorized access to this device, (iii) failure to take necessary measures to prevent violation of individual security features of this device, in particular of storage of the device with due diligence and preventing unauthorized persons from access to it, or (iv) failure to verify, using the GOnline Biznes System, whether he/she has logged on to the Bank's website or whether the SMS code is intended to approve the action he/she plans to take.

4. After submitting, pursuant to §45 para. 6 of the Regulations, a notification of occurrence or suspicion of occurrence of a situation putting the security of the Electronic Access Channel at risk, the Account Holder is not held liable for unauthorised Payment Transactions, unless they resulted from the User's deliberate action. If the Bank fails to ensure a possibility of making a notification, the Account Holder shall not be held responsible for unauthorised Payment Transactions, unless they resulted from the User's deliberate action.
5. The Bank shall not return the amount of an unauthorized Payment Transaction to the Account Holder if it has reasonable and duly documented grounds to suspect fraud and shall inform in writing the law enforcement authorities about it.
6. Rules of refund of the unauthorized Transaction amount shall apply also to Transactions initiated through a Third Party Provider.

#### **§62. Notification of the Bank on irregularities in Payment Transactions, Payment Transaction Complaints**

1. The Account Holder shall immediately notify the Bank about any identified unauthorised, non-performed or improperly performed Payment Transactions, in the following forms: verbally, in writing, in person, by a proxy, by phone or via email or in each Bank Unit.
2. If the Account Holder fails to make such a notification regarding unauthorised, non-performed or improperly performed Payment Transactions within three (3) months from the date of debiting the Account, or from the date on which the transaction was to be executed - the Account Holder's claims against the Bank for unauthorised, non-performed and improperly performed Payment Transactions shall expire.
3. In order to make complaint processing more efficient, 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 shall specify the grounds for complaint filing.
4. At the Bank's request, the Account Holder shall provide any additional information or documents if, in the Bank's opinion, such information or documents are essential to process a complaint.
5. Complaints concerning Payment Transactions and provision of other services regulated by the Payment Services Act shall be processed by the Bank and replied to immediately, no later than within 15 Business Days from the date of receipt of the complaint. To observe the time limit it is sufficient to send the reply before the time limit expiry. In particularly complex cases that prevent the Bank from resolving the complaint within the above time frames, in the information delivered to the Account Holder, 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 35 Business Days of the complaint receipt. To observe the time limit it is sufficient to send the reply before the time limit expiry, and for replies given in writing, sending the letter in a post office of a designated service provider, i.e., the provider obliged to provide universal postal services.

#### **§63. Other Complaints**

1. With respect to matters other than those defined in Article 59, the Account Holder may lodge complaints (reservations) in the Bank concerning services provided by the Bank. Complaints shall be lodged immediately after the occurrence of circumstances which raise doubts of the Account Holder, which will facilitate and accelerate a fair consideration of the complaint. In the event of an Account Holder who is a natural person, rules defined in para. 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 Website. 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 Account Holder's has lodged a complaint, the Bank considers the complaint and provides a reply to the Account Holder in paper or using another read-only data

carrier, whereas providing the reply by email requires the Account Holder's request.

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 Account Holder, 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 Account Holders are natural persons.

4. The Bank's complaints procedure does not exclude the Account Holder's claims arising from the law provisions applicable to the Agreement. The Account Holder may also apply for considering the case to the Financial Ombudsman, pursuant to the Complaint Act.

#### **§64. Assignment and pledge of receivables**

Receivables arising from the Account Agreement shall not be assigned to any third party without the prior consent in writing or with an Electronic Signature of the other party.

#### **§65. Representations and requests**

1. Declarations of will or knowledge submitted by the Parties in scope of execution of the Account Agreement, shall be delivered in writing or with an Electronic Signature, unless the Account Agreement specifies otherwise.
2. The Account Holder who makes a statement using an Electronic Signature shall not make available their data or data of devices for affixing the Electronic Signature to third parties (including access data for email or a mobile phone) and shall properly secure such access in order to avoid the possibility of third parties signing the document.

#### **XI Conditions for amending the Regulations**

##### **§66. Amendments to the Regulations**

1. The Bank may unilaterally amend the Regulations exclusively for significant reasons, including:
  - a) 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 Account Agreement,
  - b) changes in the Bank's products and services related to technical and IT progress, which increase security or facilitate the Account Holder to use the services and products of the Bank, provided that this ensures due performance of the Account Agreement, and makes it necessary to adjust the provisions of the Regulations,
  - c) change of the functionality of banking services or products offered by the Bank resulting from changes of the Bank's IT infrastructure,
  - d) improving the clarity of rules and deadlines for setting the FX rates or changing the frequency of setting the FX rates or indicating a source, independent from the Bank and publicly accessible, which is the basis for the FX rates set by the Bank.
  - e) new functional, organizational or technical solutions introduced by the Bank,
  - f) introduction of new banking products or modification of functioning of the existing products by the Bank, including in the scope resulting from change or introduction of new reference indicators
  - g) enhancements of the Bank's information system the Bank uses to provide services specified in the Regulations,
  - h) changes in the scope, manner or form of the Bank's performance of activities covered by the Regulations,
  - i) withdrawal from the Bank's offer of a product or service under the Agreement and covered by the Regulations,
  - j) in order to introduce change of name of a document or a service, editorial or structure changes or to make existing provisions of the Table of Commissions and Fees more precise.
2. Subject to provisions of §49 item 6, the Bank shall inform the Account Holder of a planned amendment to the Regulations, electronically or in writing, not later than 14 days before the proposed effective date of the amendment.
3. Within 14 days of receipt of a notification about amendments to the Regulations, the Account Holder may submit a written statement that they do not accept the amendments without paying any fees on that account, which results in termination of the Account Agreement upon one-month notice, otherwise the amendments shall be deemed accepted by the Account Holder and become effective.
4. The termination of the Account Agreement in the manner referred to in item 3 shall have no impact on the Transactions concluded prior to the termination of the

Account Agreement and all provisions of the Account Agreement, including the provisions of the Regulations and the Table of Commissions and Fees shall remain in force with respect to such Transactions, until their complete execution.

#### **XII. Amendment, termination and expiry of the Account Agreement**

##### **§67. Form of amendments to Account Agreement**

Any amendments to the Account Agreement must be made in writing or with an Electronic Signature, otherwise they are null and void, unless the Account Agreement specifies otherwise.

##### **§68. Account Agreement Termination by Account Holder**

1. The Account Holder may terminate the Account Agreement at any time upon one-month notice, whereas in the event the Account Holder has unsettled Transactions or Term Deposits, the Account Agreement shall expire, respectively, upon the Settlement Date of the last Transaction / upon maturity of the last Term Deposit (during the notice period, a revolving Term Deposit shall not be rolled over for subsequent periods).
2. termination of the Account Agreement may also include termination of Term Deposits concluded, which means early termination of all Term Deposits concluded for a period longer than the notice period of the Account Agreement. In such a case provisions of the regulations that govern breaking a Term Deposit shall apply.
3. A notice of the Account Agreement termination addressed to the Bank shall be made in writing or with an Electronic Signature, otherwise it shall be deemed null and void.
4. Upon termination or expiry of the Account Agreement, the Bank puts the funds deposited on the Account at the Account Holder's disposal. The funds shall bear no further interest.
5. In the event of termination of the Agreement, the Account Holder shall:
  - a) pay dues to the Bank, including all fees and commissions due to the Bank until the expiry of the Account Agreement, under pain of starting execution proceedings;
  - b) in the event of a positive balance on the last VAT Account and of closing of the Account for which the last VAT Account is maintained, make an instruction to credit the funds to the Account Holder's VAT account with a different bank.
  - c) shall dispose of the funds on the Account at the latest by the expiry date of the Account Agreement.

##### **§69. Account Agreement Termination by Bank**

1. The Bank may terminate the Account Agreement upon one-month notice for important reasons, i.e. when:
  - a) the Account Holder failed to provide the Bank with required information, provided the Bank with false information, failed to provide the Bank with required documents or provided the Bank with documents that are forged or attest to untruth or the Account Holder has misled the Bank in any other manner when concluding or performing the Account Agreement
  - b) the Account Holder fails to comply with the provisions of the Regulations or the Account Agreement;
  - c) within 14 days from the date of respective notice, the Account Holder has failed to pay the sum of commissions or fees, charged by the Bank for the Account maintenance;
  - d) the Account Holder, User, Proxy or any person that is a member of governing bodies of the Account Holder, its shareholder or stakeholder, has committed a crime defined in the provisions of Chapters XXXIII-XXXVII of the Penal Code (consolidated text and Article. 586-592 of the Commercial Code of Companies and Partnerships) or uses the Account against the law or for illicit purposes;
  - e) within uninterrupted period of six (3) months, no transaction is carried out on the Account, except for the interest rate capitalisation or charging fees and commissions due to the Bank;
  - f) the Account Holder has ceased to conduct the activity, in connection with which the Bank opened the Account;
  - g) The Account Holder conducts business activity without the required permit or illegally;
  - h) the Account Holder's conduct disrupts customer services rendered to other Customers, or it jeopardizes or violates the interest of the Bank, of other Customers or the Bank's employees;
  - i) the Account Holder, whose Account has been blocked under the Regulations, fails to eliminate the reasons for the Account blocking, within the time frames specified in a written notice or notice with an appended Electronic Signature sent by the Bank to the Account Holder;
  - j) There is a justified suspicion of violation by the Account Holder of the law provisions related to anti-money laundering and financing of terrorism,

- or using the Bank's activity to carry out criminal or related activities,
  - k) failure to provide the Bank with any data, information or documents, required under the applied by the Bank financial security measures, stipulated in Article 34 of the Act of 01 March 2018 on Anti-Money Laundering and Counter-Terrorism Financing,
  - l) negative assessment of risk within the meaning of Article 33 of the Act of 01 March 2018 on Anti-Money Laundering and Counter-Terrorism Financing,
  - m) Withdrawal of a product or service offered under the Agreement from the Bank's offer or unavailability of a product or service in the SME and Corporations Business Line,
  - n) amendments to the Bank's business strategy.
  - o) amendments to the applicable law provisions that hinder or impair provision of services under the Account Agreement,
  - p) The Bank found out that another issuer of electronic payment instruments recorded the Account Holder as a person who fails to duly perform his/her electronic payment instrument agreement,
  - q) The Holder, his/her statutory representative, Attorney or any party to a payment transaction or other transaction made with the use of any Account held by the Holder, including an Escrow Account is an entity on which domestic or international sanctions have been imposed, or embargoes imposed by the European Union, the United Nations Organization and the United States of America (sanctions in the remit of the Department of State or Department of Treasury),
  - r) The Holder, his/her statutory representative or Attorney, and parties to the Escrow Account, use a given Account to conduct an activity which - in the Bank's justified opinion based on applied financial security measures required by the Law on Anti-Money Laundering and Financing Terrorism - may be used by an entity on which domestic or international sanctions have been imposed, or embargoes imposed by the European Union, the United Nations Organization or the United States of America (sanctions in the remit of the Department of State or Department of Treasury)
  - s) The Bank has the right to terminate the Agreement for all Accounts without a termination notice if there has been no turnover in the previous 12 months in all of the Holder's Accounts, besides interest and fees, and total funds on these Accounts does not exceed PLN 100 and if the above Accounts are not linked to other products that the Account Holder can use under the Agreement or other agreements concluded with the Bank, under which it is necessary to maintain the above Accounts
2. For Term Deposit Accounts opened by the Account Holder, the Bank Account Agreement shall expire upon maturity of the last Term Deposit (during the notice period, a revolving Term Deposit shall not be rolled over for subsequent periods).
  3. In the event of termination of the Agreement by the Bank, the Account Holder shall:
    - a) pay dues to the Bank, including all fees and commissions due to the Bank until the expiry of the Account Agreement, under pain of starting execution proceedings;
    - b) in the event: in the event of a positive balance on the last VAT Account and of closing of the Account for which the last VAT Account is maintained, make an Instruction to credit the funds to the Account Holder's VAT account with a different bank.
    - c) dispose of the funds on the Account at the latest by the expiry date of the Account Agreement.
  4. Upon the lapse of the Account Agreement notice period, the Bank puts the funds deposited on the Account at the Account Holder's disposal. The funds shall bear no further interest. Transfer of funds is only possible to an account of the Account Holder maintained with that bank.
  5. If there are any funds left in the VAT Account after the Agreement is terminated, the Bank shall post them to a technical account and pay them to the Account Holder on receipt of the information of the Head of Tax Office referred to in Article 108b. Of the VAT Act.

#### **§70. Account Agreement Termination Date**

1. The Bank Account Agreement shall be terminated:
  - a) lapse of the notice of termination period,
  - b) on the date referred to in § 69, item 1, section s) as long as the Bank decided to terminate the Account Agreement
  - c) after the Bank receives reliable information about the death or termination of the Account Holder's legal existence, with effect on the day of that event, with the reservation that in the case of a natural person the Account Agreement is terminated not earlier than one year after the date of the Account

- Holder's death and provided that no succession management has been established.
2. If one day before the Account Agreement termination (for any reason), any funds are gathered on the VAT account, the Bank shall maintain only one Account related to the VAT Account until receipt by the Bank of the Information on VAT refund to the Account or until occurrence of another event provided for by the law, as a result of which the balance of funds on the VAT Account shall be zero. In such period the bank shall not effect any Instructions of the Account Holder in respect of the funds gathered on the Account and VAT Account (and shall not credit the Account on account of cash payments and effect incoming transfers), except Instructions arising from receipt of the Information on VAT refund to the Account. In case of termination of the Account Agreement by the Bank, the Bank shall, in the declaration on termination of the Account Agreement, indicate the Account which will be related to the VAT Account.

In case of termination of the Account Agreement in the part concerning the Account to which only one VAT Account relates, the Account Holder shall submit an Instruction to transfer the funds gathered on the VAT Account to another VAT Account. If the Account Holder fails to submit such Instruction within the notice period, the Bank may make a transfer from such VAT Account to a VAT Account he/she indicates.

#### **§71. Court Jurisdiction**

If the Account Holder is not a natural person, any disputes that may arise out of the agreements, which the Regulations have become an integral part of, shall be settled by the court having jurisdiction over the venue of the Bank's registered office.

#### **XII. Final provisions**

##### **§72. Access to personal data**

The Bank hereby informs you that in relation to effecting international cash transfers via the Society for Worldwide Interbank Financial Telecommunication (SWIFT) the personal data may be accessed by the government administration of the United States of America.

## BMR Appendix

## §1

This Appendix no. 1 to the Regulations regarding Accounts and provision of other Services for Corporate Customers and Customers from the Small and Medium-sized Enterprises Segment which constitutes integral part Regulations, hereinafter referred to as the "Rules", constitutes the rules of operation by the Bank in the case of temporary or permanent cessation of the provision of the Reference Rate or change to the method of its calculation.

## §2

Capitalized terms used in the Rules which are not defined in the Regulation shall have the meaning defined below:

1. **Administrator** means the entity that has control over the provision of the Benchmark.
2. **Application Day** means a day on which the Parties are to apply Reference Rate to determine the Parties' performance in accordance with Agreement.
3. **Replacement Day** means:
  - a) if the Announcement on the Lack of License occurs, the later of:
    - i. the first day following the 15 Business Day period after the Announcement on the Lack of License, or
    - ii. the first day in which the Current Rate may not be lawfully applied to agreements specified in the BMR,
  - a) if the Announcement on the Cessation of Publication occurs, the later of:
    - i. the first day following the 15 Business Day period after the Announcement on the Cessation of Publication, or
    - ii. the first day on which the Current Rate has not been published in connection with the Announcement on the Cessation of Publication,
  - b) in the case of the Cessation of Representativeness, the later of:
    - i. the first day following the 15 Business Day period after the Announcement on the Cessation of Representativeness, or
    - ii. the first day on which the Current Rate has ceased to be representative in accordance with the Announcement on the Cessation of Representativeness.
4. **EURIBOR** means the Benchmark - Euro Interbank Offered Rate, the Administrator of which is the European Money Market Institute (EMMI) or another entity which assumes this role in the future, for the tenor (period) determined in the Agreement for the Reference Rate.
5. **€STR** means the Euro short-term rate, the Administrator of which is European Central Bank (ECB) or another entity which assumes this role in the future.
6. **Working Group** means 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 Rate.
7. **Adjustment** means positive, negative or zero value and/or formula or calculation methodology to be applied to limit or eliminate the economic effects of replacing the Current Rate with the Replacement Rate. The adjustment may include calculation method (in particular, daily compounding, averaging or adding of a series of overnight rates over a period for which interest is calculated) and/or other amendments related to the substitution of the Current Rate.
8. **Central Counterparty** means authorised central counterparty, through which the Bank clears transactions, which uses the Reference Rate and hedge the risk of its changes, e.g. LCH Ltd. or KDPW\_CCP.
9. **LIBOR** means the Benchmark - London Interbank Offered Rate, the Administrator of which is the ICE Benchmark Administration Limited or another entity which assumes this role in the future, for the currency and tenor (period) determined in the Agreement for the Reference Rate.
10. **Appointing Entity** means 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 Replacement Rate and the Adjustment.
11. **Bloomberg Rule Book** means the up-to-date „IBOR Fallback Rate Adjustments Rule Book" or another document which will replace it.
12. **SARON** means the Benchmark - Swiss Average Rate Overnight, the Administrator of which is SIX Swiss Exchange or another entity which assumes this role in the future;
13. **SONIA** means the Benchmark - Sterling Over Night Index Average, the Administrator of which is Bank of England or another entity which assumes this role in the future
14. **SOFR** means the Benchmark - Secured Overnight Financing Rate, the Administrator of which is Federal Reserve Bank of New York or another entity which assumes this role in the future;

15. **Replacement Rate** means Reference Rate (benchmark within the meaning of BMR) replacing Current Rate in the Fallback Event, as specified in the Agreement;
16. **Reference Rate** mean Benchmark specified in the Agreement as the basis for calculating interest for the funds deposited in the Account, specified for the currency or tenor (period) or Benchmark, the change of which constitutes the basis for possibility of changing such interest;
17. **Current Rate** means Reference Rate applicable prior to the occurrence of Fallback Event
18. **RFR** means €STR, SONIA, SOFR or SARON
19. **Fallback Event** means one of the following events:
  - a) a credible source provides public information that the Reference Rate 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 Reference Rate or such permit or registration for the provision of the Reference Rate has been revoked or suspended (the "Announcement on the Lack of License"),
  - b) the Appointing Entity provides public information that the Administrator has permanently ceased to or is to permanently cease to publish the Reference Rate if, until the date of such information no replacement entity is specified for the Administrator which would continue to calculate or publish the Reference Rate (the "Announcement on the Cessation of Publication"),
  - c) the Appointing Entity provides public statement that the Reference Rate is no longer representative or will cease to be representative for its underlying market or for the economic reality Reference Rate was supposed to measure and that it is not possible to make Reference Rate representative again (the "Announcement on the Cessation of Representativeness"),
  - d) the Reference Rate is not published due to reasons other than connected with the Regulatory Event (the "Temporary Lack of Publication").
20. **Benchmark** means benchmark or index within the meaning of BMR
21. **Regulatory Event** means Announcement on the Lack of License, Announcement on the Cessation of Publication or Announcement on the Cessation of Representativeness

## §3

1. The Bank will establish the Replacement Rate and the Adjustment in accordance with §5 - §11 from the first day of Application Day falling on the Replacement Day or after that day, for the remainder of the term of the Agreement, subject to other provisions of this paragraph.
2. If during the period from the Regulatory Event date to the Replacement Day no Current Rate has been published or it may not be lawfully used - the Replacement Rate and the Adjustment are applied starting from the first of Application Day after the occurrence of the Regulatory Event. In such case, the Bank shall establish the Replacement Rate and the Adjustment as at the Replacement Day again.
3. Following the occurrence of the Regulatory Event, the Replacement Rate and the Adjustment are applied irrespective of the later cessation of the grounds for the replacement of the Current Rate.
4. A change of the method of calculation of the Reference Rate announced by the Administrator, including a change that is deemed material in accordance with BMR, shall not constitute a Fallback Event or grounds for amending the Agreement.
5. The provisions of the Rules are respectively applicable to the situation where the Current Rate serves as a basis for the change of the interest for the funds deposited in the Account

## §4

In the event of the Temporary Lack of Publication, the Bank uses the last available value of the Reference Rate before the day of the Temporary Lack of Publication. If during the time of the Temporary Lack of Publication the Regulatory Event occurs, the provisions applicable to the Regulatory Event shall be applied.

## §5

1. If a Regulatory Event related to LIBOR, EURIBOR or EURIBID occurs, the Bank shall first apply the fallback solutions described in §6 and §12. In the case where the fallback solutions described in §6 cannot be applied, the fallback solutions described in §7 - §12 shall apply.
2. If a Regulatory Event related to the Reference Rate other than LIBOR, EURIBOR or EURIBID occurs, the fallback solutions described in §7 - §12 shall apply.

## §6

1. If a Regulatory Event related to LIBOR occurs, the Bank shall apply as the Replacement Rate the RFR in the currency of the Current Rate:
  - 1) for GBP LIBOR (LIBOR for pound sterling) - SONIA,
  - 2) for CHF LIBOR (LIBOR for Swiss franc) - SARON,
  - 3) for USD LIBOR (LIBOR for United States dollar) - SOFR.

2. If a Regulatory Event related to EURIBOR occurs, the Bank shall apply as the Replacement Rate the €STR.
3. The Bank applies to Replacement Rate the Adjustment calculated in the manner as described in §12.

## §7

If the Regulatory Event occurs, the Bank shall apply the Replacement Rate and the Adjustment nominated by the Appointing Entity provided that the nomination relates to the type of clients which includes the User and to the type of arrangements which corresponds to the Agreement. If the Appointing Entity does not nominate the Adjustment (nor does it indicate that the Adjustment shall not be applied), the Adjustment shall be established by Bank in accordance with §12.

## §8

In the case where the fallback solutions described in §7 cannot be applied by the Bank, the Bank shall apply the Replacement Rate and the Adjustment nominated by the central bank for the currency of the Reference Rate provided that the nomination relates to the type of clients which includes the User and to the type of arrangements which includes the Agreement. If the central bank for the currency of the Reference Rate does not nominate the Adjustment (nor does it indicate that the Adjustment shall not be applied), the Adjustment shall be established by Bank in accordance with §12.

## §9

In the case where the fallback solutions described in §7-§8 cannot be applied by the Bank, the Bank shall apply the Replacement Rate and the Adjustment nominated by the Working Group provided that the nomination relates to the type of clients which includes the User and to the type of arrangements which includes the Agreement. If the Working Group does not nominate the Adjustment (nor does it indicate that the Adjustment shall not be applied), the Adjustment shall be established in accordance with §12.

## §10

In the case where the fallback solutions described in §7-§9 cannot be applied by the Bank, the Bank shall apply the Replacement Rate and the Adjustment as applied by the Central Counterparty for the Benchmark which is the same as the Current Rate.

## §11

In the case where the fallback solutions described in §7-§10 cannot be applied by the Bank, the Bank shall apply as Replacement Rate the reference rate of the central bank relevant for the currency of Reference Rate. The Bank applies Adjustment established in accordance with §12.

## §12

1. This §12 shall apply unless the provisions of the Rules provide otherwise.
2. The method of calculating the Adjustment is the median difference between the Current Rate and the Replacement Rate for the period of five (5) years (or shorter, if the Current Rate or the Replacement Rate has been calculated for the shorter period) preceding the Regulatory Event day (subject to the application of detailed solutions as provided in that regard under the Bloomberg Rule Book).
3. The Bank adds the Adjustment to the Replacement Rate.

## §13

If the Regulatory Event occurs, the Bank will provide User with the information on the applied fallback, the established Replacement Rate and its value, and, if applicable, the information on the applied Adjustment. The information shall be provided in the way specified for notifications under the Agreement and will publish information regarding the establishment of the Replacement Rate and the Adjustment on the website of the Bank - [www.bnpparibas.pl](http://www.bnpparibas.pl).

## §14

Following permanent replacement of the Current Rate with the Replacement Rate, the provisions of the Regulations, Agreement and Rules which refers to Reference Rate and Current Rate shall be applied accordingly to the Replacement Rate and the Adjustment.

Warsaw, 16<sup>th</sup> March 2022