



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

### I. Preliminary 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 Transactions. Enclosures to the Regulations constitute an integral part hereof.
- The Bank maintains, after concluding the relevant agreements and on the basis thereof, 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;
  - 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 Electronic FX Trading Platform, under the rules determined in the Electronic FX Trading Platform Regulations.
- 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, BiznesPl@net System, Mobile BiznesPl@net System, Electronic FX Trading Platform, Connexis System, MultiCash System, Customer Service or the Call Centre.
- All provisions of the Regulations applicable to Payment Transactions shall be applied to PSD Transactions, unless the Regulations provide otherwise.
- Provisions of the Payment Services Act dated 19 August 2011 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

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

- Bank** - BNP Paribas Bank Polska SA, with its registered office in Warsaw, at ul. Kasprzaka 10/16, 01-211 Warsaw, entered into the National Court Register (KRS) maintained by the Regional Court for the capital city of Warsaw in Warsaw, XII 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** - an automated self-service telephone system, a part of the Bank's Call Centre, that operates based on the previously recorded voice messages. Once the User gets through to the Bank-o-phone, the User enters instructions using the telephone keyboard. The Bank-o-phone facility also enables the User to connect with the Consultant Service;
- 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;
- Cheque** - document drawn in the form provided for under the Cheque Law Act of 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;
- 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 initiates non-cash Payment Transactions from the Payment Account, in favour of the Account Holder (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);
- Available Balance** - total funds deposited in the Account, increased by funds the Bank makes available under credit facilities attached to the Account, reduced by all holds the Bank puts on the Account and if a Split Payment is made, increased by funds on the linked 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 Standing 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 the Transactions, does not operate. Working time of the Bank Units is available in the Bank Units, via the Call Centre and on the Website;
- Demerger Date** - shall mean the date on which the entity of the KRS no. 14540 was divided by transferring a part of its assets to the Bank under Article 529 § 1 item 4 of the Code of Commercial Companies and Partnerships Act dated 15 September 2000 (division by demerger), i.e. the date of entering the Bank's share capital increase related to that demerger to the register of entrepreneurs;
- 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 used by the User, and also 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 a conclusion and execution of Transactions and receiving 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 payment transaction are deemed received on the next Business Day. Cut-off Time specification for particular transactions is available in the Bank Units, on the Website and via the Call Centre;
- 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 or sub-branch, the Bank's franchise branch, Business Centre, in which the Bank's activity is conducted or an appropriate 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 document listing persons authorised to operate in the account(s) with their respective scopes of authorisation specified;
- Signature Specimen Card (SSC)** - a document which contains personal data and signature specimen of the Account Holder, his/her representatives or Proxies authorised to give written Instructions;
- Civil Code** - Civil Code Act of 23 April 1964 or any law superseding this act;
- Transfer Message** - a transfer message used for making Split Payments defined in Article 108a para. 3 of the VAT Act, together 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 a Currency, deposited for a specified period in the Term Deposit Account appropriate for a given currency;
- Mobile BiznesPl@net** - a version of the BiznesPl@net System suitable for mobile devices (mobile phones, tablets with Android/iOS) made available to the User using the BiznesPl@net System;
- Unauthorised 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 undertakes to pay all bank commissions and fees due on account of effecting a transfer, including costs of intermediary banks;
  - 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;
- 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, and 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 till date by the User;
- 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;
- Power of Attorney** - a document that specifies the scope of authorisation granted to a Proxy as regards the Accounts;
- Proxy** - any person authorised by the Account Holder to administer the Account within the scope stipulated in the Power of Attorney;
- Split Payment (MPP)** - payment made using the split payment mechanism, referred to in Article 108a of the VAT Act;
- 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.
- 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;
- VAT** - value added tax within the meaning of the VAT Act;

42. **Presenter** – the Account Holder who presents a cheque for Collection in the Bank;
43. **Account Holder or Customer** – an entity other than a consumer within the meaning of the Civil Code, which has entered into an Account Agreement with the Bank; to the extent in which a Proxy is authorised to perform activities on behalf of the Account Holder, any provisions of the Regulations pertaining to the Account Holder shall also apply to the Proxy, accordingly;
44. **Banking Law** – Banking Law Act of 29 August 1997 or each law superseding this act;
45. **NON-STP transfer** – a transfer, other than 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).
46. **SEPA Credit Transfer** – a transfer order which meets the following criteria:
- its amount is denominated in EUR,
  - it is sent between accounts maintained by banks based in Member States or 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;
47. **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, on the Website or in the Call Centre. The above definition is not applied to when concluding Transactions;
48. **Account** – a bank account opened by the Bank for the Account Holder under a relevant Account Agreement, except a VAT Account;
49. **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;
50. **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;
51. **Escrow Account** – a blocked bank account maintained by the Bank under a multilateral agreement, which specifies detailed terms and conditions of withdrawal of funds from this Account;
52. **Special Funds Account** – a Current Account opened to accumulate funds connected with the Account Holder's activity that are earmarked for a specific purpose indicated in the Special Funds Account Agreement;
53. **Term Deposit Account** – a term deposit account within the meaning of the Banking Law, used for Term Deposits only;
54. **Payroll Account** – an Auxiliary Account earmarked for remuneration transfers;
55. **Payment Account** – an account used to execute Payment Transactions, other than a Term Deposit Account, Progressive / Placement Account, Trust Account or Mass Payment Account and VAT Account;
56. **Auxiliary Account** – a Current Account earmarked for making settlements related to the Account Holder's business activity;
57. **Trust Account** – a trust account within the meaning of the Banking Law;
58. **Progressive / Placement Account** – an Account opened exclusively to accumulate funds related to the business activity run by the Account Holder;
59. **Acquired Account** – an Account or VAT Account opened in a branch which before the Demerger Date belonged to the entity of the KRS no. 14540; the sort code (i.e., a part of the bank account number that identifies the financial institution, specified on positions from 3 to 10 of the bank account number) of such an account is: 17500070, 17500100, 17501312, 17501514, 17501527, 17500025, 17500009, 17500012, 17500038, 17501019, 17501022, 17501035, 17501048, 17501051, 17501064, 17501077, 17501080, 17501093, 17501107, 17501110, 17501123, 17501136, 17501149, 17501152, 17501165, 17501178, 17501181, 17501194, 17501208, 17501211, 17501224, 17501237, 17501240, 17501253, 17501266, 17501279, 17501282, 17501295, 17501309, 17501325, 17501338, 17501341, 17501354, 17501367, 17501370, 17501383, 17501396, 17501400, 17501413, 17501426, 17501439, 17501455, 17501468, 17501484, 17501497, 17501501, 23400009 or 23400038;
60. **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;
61. **VAT Account** – VAT Account within the meaning of Article 62a para. 1 of the Banking Law, maintained by the Bank for the Account Holder;
62. **Regulations** – these Regulations regarding Accounts and provision of other Services for Corporate Customers and Small and Medium-sized Enterprises Segment Customers;
63. **SEPA** – the Single Euro Payments Area, which enables making payments under uniform rules and standardized mechanisms in all Member States and Switzerland;
64. **Consultant Service** – the Bank's telephone service, a part of the Call Centre, operated by the Bank's employee;
65. **Party/Parties** – the Account Holder, the Bank or both the Bank and the Account Holder, as the case may be;
66. **Website** – the Bank's Internet site: [www.bnpparibas.pl](http://www.bnpparibas.pl);
67. **Connexis System** – an international Internet banking system of the BNP Paribas Group;
68. **BiznesPL@net System** – the Internet banking system;
69. **MultiCash System** – an electronic banking system consisting of a set of telecommunications and IT devices and appropriate software, which allows the User to administer his/her Accounts;
70. **SEPA Credit Transfer Settlement System** – is a set of rules, practices and standards agreed at the 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;
71. **Table of Commissions and Fees** – a list of commissions and fees charged to the Account Holder presently applicable at the Bank;
72. **Placement Transaction** – a non-renewable Term Deposit, concluded over the phone, under terms and conditions negotiated individually;
73. **Payment Transaction** – depositing, transfer or withdrawal of funds;
74. **Account Agreement** – a bank account agreement, under which the Bank maintains a respective Account in favour of the Account Holder;
75. **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;
76. **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
77. **Payments Services Act** – the Payment Services Act dated 19 August 2011;
78. **VAT Act** – Value Added Tax Act of 11 March 2004;
79. **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;
80. **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");
81. **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;
82. **Cheque Drawer** – a natural or legal person, holding an account in the Bank or another bank, who has drawn a Cheque presented for Collection;
83. **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.;
84. **Polish zloty (PLN)** – the legal tender on the territory of the Republic of Poland.
88. **Exchange Rate (Kurs Wymiany)** – a Settlement Currency exchange rate, as determined in the Transaction Terms, at which the Notional Amount is either sold or bought;
89. **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;
90. **Notional Amount (Kwota Transakcji)** – an amount denominated in the Currency, sold by the Seller to the Buyer;
91. **Transaction Limit** – the amount set out unilaterally by the Bank at the Account Holder's request, based on estimated risk weights that the Bank uses to determine the maximum amount of receivables due from the Account Holder to the Bank under the Transaction(s);
92. **Confirmation** – a document prepared by the Bank (including also in an electronic form) confirming the Transaction Terms / change of the Transaction Terms;
93. **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;
94. **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.
95. **Today Transaction** – a Transaction whose Settlement Date is the Conclusion Date;
96. **Tomorrow Transaction** – a Transaction whose Settlement Date is the Business Day immediately following the Conclusion Date;
97. **Spot Transaction** – a Transaction whose Settlement Date is the second Business Day following the Conclusion Date;
98. **Settlement Currency (Waluta Rozliczenia)** – a currency in which the Buyer pays for the Notional Amount;
99. **Currency (Waluta Transakcji)** – a currency in which the Notional Amount is denominated;
100. **Transaction Terms** – the terms, agreed upon by the Parties, on which the Transaction was concluded.
- Terms pertaining to the Standardized Account Opening Pattern, used herein, shall have the following meaning:**
101. **Account Confirmation** – confirmation by the Bank that a Current Account has been opened based on the Standardized Account Opening Pattern;
102. **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 included in the BNP Paribas Group;
103. **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;
104. **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.
- §2. Bank account opening in accordance with the Standardized Account Opening Pattern**
- 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.
  - 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.
  - The Bank shall confirm opening of the Current Account by issuing an Account Confirmation.
  - 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.
  - 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 email address indicated in the Account Confirmation.
  - The Bank Account Application model and Account Confirmation model constitute Enclosure no 1 and Enclosure no 2 hereto, respectively.
  - The Regulations shall apply directly to the Current Account opened in accordance with the Standardized account opening pattern.
- §3. Power of Attorney**
- The Account Holder may appoint one or many Proxies.
  - The manner and scope in which a Proxy may administer the Account and the VAT Account linked thereto is specified in the Power of Attorney; however, the Proxy may not:

- a) notice to 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 account statements,
  - e) provide access to Electronic Access Channels, unless the Power of Attorney provides otherwise.
3. The Proxy may administer funds in the Account and in the VAT Account linked thereto within the limit of the Available Balance, unless the Power of Attorney provides otherwise.
4. Power of Attorney to administer funds in a given Account is equivalent to authorisation of the Proxy to administer all the funds in the VAT Account linked 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 realisation 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 for technical reasons (especially a system failure or 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. Power of Attorney should be in writing, otherwise it shall be deemed null and void (except powers of attorney granted using the relevant functionalities of the BiznesPl@net System). 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 included in the BNP Paribas Group, the Account Holder's signature affixed to the Power of Attorney must be notarized.
8. The written 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, included in the BNP Paribas Group, in the appropriate field on the 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 the next Business Day following the day of its delivery to the Bank.

#### **\$4. 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 submit 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 included in 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**

##### **\$5. Interest**

1. Interest for the funds deposited in the Account shall be calculated at a fixed or variable interest rate on an annual basis.
2. Interest 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 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 capitalised, 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 capitalisation 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 linked to the VAT Account, if the Account Holder does not indicate another Account linked to the VAT Account. If a variable interest rate which is not based on publicly available base rate (e.g., WIBOR, LIBOR or EURIBOR) applies, then the Bank may one-sidedly change interest rate on the funds gathered on the Account, if at least one of the following circumstances occurs:
  - a) In the case any of the following rates decreases by at least 0.1%: lombard credit interest rate, rediscount rate of promissory notes/bills of exchange, reference rate, deposit rate, set by the Monetary Policy Council, published by the National Bank of Poland, the Bank has the right to decrease the interest rate of Accounts in the range from 0.01% to 5%. In the case any of the aforesaid rates increases by at least 0.1%, the Bank has the right to increase the interest rate of Accounts in the range from 0.01% to 5%.
  - b) In the case the mandatory reserve rate, set by the Monetary Policy Council, published by the National Bank of Poland, decreases by at least 0.1%, the Bank has the right to increase the interest rate of Accounts in the range from 0.01% to 5%, and in the case this rate increases by at least 0.1%, the Bank has the right to decrease the interest rate of Accounts in the range from 0.01% to 5%.
  - c) In the case YOY inflation rate announced by the Central Statistical Office decreases by at least 1%, the Bank has the right to decrease the interest rate of Accounts in the range from 0.01% to 5%. In the case any of the aforesaid rates increases by at least 1%, the Bank has the right to increase the interest rate of Accounts in the range from 0.01% to 5%.
  - d) In the case any of the following rates: interest rate of one-month loans on the Polish interbank market (WIBOR 1M), interest rate of one-month deposits on the Polish interbank market (WIBID 1M), market yield of 1Y Treasury bills or market yield of the State Treasury bonds, decreases by at least 0.1%, the Bank has the right to decrease the interest rate of Accounts in the range from 0.01% to 5%. In the case any of the aforesaid rates increases by at least 0.1%, the Bank has the right to increase the interest rate of Accounts in the range from 0.01% to 5%. The change should be understood as a change in the value of a given ratio as at the end of a Business Day compared to the value of the same ratio as at the end of any Business Day within the preceding three (3) months;
  - e) In the case any of the following rates: interest rate of one-month loans offered on the interbank market in London (LIBOR 1M), interest rate of one-month loans in the euro zone (EURIBOR 1M), interest rate of one-month deposits offered on the interbank market in London (LIBID 1M), interest rate of one-month deposits in the euro zone (EURIBID 1M), decreases by at least 0.001%, the Bank has the right to decrease the interest rate of Accounts in the range from 0.01% to 5%. In the case any of the aforesaid rates increases by at least 0.001%, the Bank has the right to increase the interest rate of the Account in the range from

0.01% to 5%. The change should be understood as a change in the value of a given ratio as at the end of a Business Day compared to the value of the same ratio as at the end of any Business Day within the preceding three (3) months.

8. In the case changes of several base parameters specified in item 8 coincide, the Bank decides on the change of the interest rate, taking into account the overall situation and the parameter that has the most significant impact on the interest rate.
9. 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.
10. The Account Holder may be notified by 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.
11. 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.
12. 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, LIBID or LIBOR) is applied, the value of interest rate shall decrease or increase automatically along with a decrease or increase of the base rate, respectively (excluding the mandatory reserve rate whose increase causes a decrease of interest rate, and a decrease causes an interest rate increase) 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.
13. Information about interest rates currently applicable at the Bank is available in the Bank Units, Call Centre and at the Website.

#### **III. Term Deposits, Placement Transactions**

##### **\$6. 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 a written Instruction 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 BiznesPl@net 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 authorised 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 authorised 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. The instruction to open a 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 BiznesPl@net System and through the Call Centre.

#### **§7. 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 roll-over 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.

#### **§8. 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.

#### **§9. 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 shall automatically, with no additional Instructions of the Account Holder, open a Term Deposit Account dedicated to Automatic Overnight Deposits.
  4. The Bank shall 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. 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**

##### **§10. 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 para. 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 linked to the Account indicated by the Account Holder, subject to para. 4.
4. One Account may not be linked to more than one VAT Account. One Account may not be linked to more than one VAT 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 linked account, the new Account shall be linked to the VAT Account linked to the Current Account.
6. Information on the balance standing to the VAT Account is available in the systems Connexis, BiznesPl@net, Mobile BiznesPl@net, MultiCash and is provided to the Account Holder in a manner determined for providing account statements.

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

1. The Account Holder, for whom the Bank maintains a Current Account, may open a Progressive/Placement Account at the Bank 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 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 customers of the Corporate and Transaction Banking Business Line, available on the Website, the Bank's Units and in 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.

##### **§12. 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 MultiCash System, BiznesPl@net 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, 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.

##### **§13. 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 non-cash 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.

##### **§14. 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 BiznesPl@net System, MultiCash System or through the MT101 message.
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 a relevant Account cannot be subject to enforcement. The Bank shall not be

held liable for any steps taken based on enforceable decisions of enforcement bodies.

#### V. Manner and principles of making settlements

##### \$15. 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. 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.
3. The Bank may block the possibility of administering the funds gathered on the Account if:
  1. a) the Account has been opened with the reservation that the documents indicated by the Bank shall be delivered to the Bank; or
  2. 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.

##### \$16. Principles of crediting and debiting the VAT Account

1. Credit and debit to the VAT Account are made by crediting or debiting the Account linked to such VAT Account.
2. VAT Account can be credited only with the funds coming from:
  - 1) payment of amount equivalent to the VAT amount, using a Transfer Message;
  - 2) payment of VAT amount by the taxpayer, referred to in art. 103 para. 5a of the VAT law, in favour of the payer, referred to in art. 17a of the VAT law, using a Transfer Message;
  - 3) funds transferred from another VAT Account;
  - 4) refund:
    - a) of the amount equivalent to the VAT amount in cases referred to in art. 29a para. 10 item 1-3 and para. 14 of the VAT law, arising from the adjusting invoice issued by the taxpayer,
    - b) difference in tax, referred to in art. 87 para. 6a of the VAT law, by the treasury office, using the Transfer Message.
3. VAT Account can be debited only to:
  - 1) make:
    - a) payment of amount equivalent to the VAT amount, due for purchase of goods or services against a VAT invoice,
    - b) of the amount equivalent to the VAT amount in cases referred to in art. 29a para. 10 item 1-3 and para. 14 of the VAT law, arising from the adjusting invoice issued by the taxpayer, using the Transfer Message.
  - 2) payment of VAT, additional tax obligation, referred to in art. 112b and art. 112c of the VAT law, penalty interest in respect of the goods and services tax, or penalty interest in respect of additional tax obligation, to the account of the treasury office („Payment of VAT to treasury office from VAT Account“);
  - 3) payment of VAT amount by the taxpayer, referred to in art. 103 para. 5a of the VAT law, in favour of the payer, referred to in art. 17a of the VAT law, using a Transfer Message;
  - 4) transferring, with the use of the Transfer message, the amount equivalent to the VAT amount to the VAT Account of the supplier of goods or services by the Account Holder, who:
    - a) has received a payment with the use of the Transfer Message and
    - b) is not a supplier of goods or services indicated on the invoice, for which the payment is made;
  - 5) refund, with the use of the Transfer message, of unduly received payment to the VAT Account, from which the payment was received with the use of the Transfer Message;
  - 6) transfer of funds to another VAT Account with the use of the Transfer Message,
  - 7) transfer of funds to the Account indicated by the manager of the treasury office in the information on the decision, referred to in art. 108b para. 4 of the VAT law („Information on refund of VAT to the Account“).
4. In order to effect the Instruction using the funds gathered on the VAT Account the Bank shall in the first place charge the VAT amount to the linked VAT Account and credit the Account with same amount according to the Transfer Message.

5. If there are no funds on the VAT Account, the Bank shall, in order to effect the Instruction, debit the Account with the amount equivalent to the gross value of sales indicated in the Transfer Message.
6. If the funds on the VAT Account are not sufficient for payment of the VAT amount indicated in the Transfer Message, then in order to effect the Instruction the Bank shall debit the VAT Account up to the amount of balance to such account and credit the linked Account with same amount, on the basis of the Transfer Message.
7. Upon receipt of funds in the amount equivalent to the VAT amount indicated in the Transfer Message, the Bank shall debit the Account with the amount equivalent to the VAT amount and credit the VAT Account linked to such account with same amount.
8. If the Instruction is effected in order to pay VAT to the treasury office from the VAT Account, the Bank shall debit the VAT Account with the amount indicated in the Instruction and credit the Account linked to the VAT Account with same amount.
9. If the funds on the VAT Account are not sufficient to effect the Instruction to pay the VAT amount to the treasury office from the VAT Account, the Bank shall debit the VAT Account up to the amount of balance to such account and credit the Account with same amount, on the basis of the Instruction.
10. If the funds on the Account are insufficient to effect the Instruction to pay VAT to the treasury office from the VAT Account, the bank shall not make such transfer.
11. 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).
12. If the Account Holder submits an Instruction including payment for the invoice, using the Transfer Message, to the payee's account, for which its bank does not maintain a VAT Account, the bank shall return the funds according to the Transfer message. The Bank shall return to the VAT Account the amount of VAT defined in the Transfer message even if, as part of the Instruction realisation, the amount of VAT has not been charged to the VAT Account in the same amount.
13. If the Bank receives information on return of VAT to the Account, the Bank shall, without a separate Instruction of the Account Holder, immediately debit the VAT Account with the amount indicated in the Information on VAT refund to the Account and credit the Account indicated in the Information on VAT refund to the Account, with same amount.
14. If the amount indicated in the Information on VAT refund to the Account is higher than the funds gathered on the VAT Account, the Bank shall debit the VAT Account up to the amount of balance to such VAT Account and credit the Account indicated in the Information on VAT refund to the Account, with same amount. In such a case the obligation, referred to in para. 13 is regarded to have been fulfilled by the Bank in the full. The Bank is not required to transfer to the Account the amount constituting a difference between the balance standing to the VAT Account as of the date of Instruction execution arising from the Information on VAT refund to the Account, and the amount indicated in the Information on VAT refund to the Account, if such amount would be received in the VAT Account on a later date.
15. If the Information on VAT refund to the Account is received, the Bank shall refund the amount indicated in such information exclusively to the Account indicated in the Information on VAT refund to the Account. If on the date of Instruction execution, arising from the Information on VAT refund to the Account the Bank does not maintain the Account indicated in the Information on VAT refund to the Account, the Bank shall not execute such Instruction even if it maintains other Accounts linked to such VAT Account.

##### \$17. Limitations of cash withdrawals and other Instructions

1. The Bank has the right to set a maximum amount of a single cash withdrawal from the Account which can be made without a prior notice to the Bank. The Bank has also the right to set the maximum value of a single cash payment to the Account which can be made without a prior notice to the Bank and also determine which Currencies are serviced by the Bank in a cash form. The information on the above-mentioned amounts and Currencies serviced can be obtained in the Bank Units, on the Website or through the Consultant Service.
2. In the event the Account Holder intends to withdraw funds from the Account which exceed the maximum value of a single cash withdrawal acceptable without a prior notice to the Bank, the Account Holder shall advise the Bank Unit of its intention to withdraw such funds at least two Business Days preceding the planned withdrawal date. In the event such a notice is not delivered, the Bank has the right to refuse to carry out such a withdrawal. At the same time, the Bank will specify a date when the withdrawal will be executed, whereas the time limit will not be longer than the required period of a prior notice. Withdrawal is made

on an indicated business day and in an indicated branch of the Bank after 12 hrs.

3. Cash payments and withdrawals may be realised in the following currencies: PLN, EUR, USD, GBP, CHF, provided that cash payments and withdrawals in coins are only made in PLN.
  4. 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 suspicious on the basis of the analysis made, 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;
  3. 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 of Internet transactions and a day limit of correspondence and telephone transactions;
  - d) specify a daily/amount limit for a single Instruction carried out via Electronic Access Channels.
- In the event the authorisation of the Instruction, referred to in section a) or b) above or in both of them at the same time, is not confirmed, or if the limits referred to in item 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 BiznesPL@net System, or via the Consultant Service.

##### \$18. 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 published on the Website are applicable binding at the Bank at the moment of making the Instruction. 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.

##### \$19. Refusal to effect an Instruction by the Bank

1. Subject to other provisions of the Regulations, the Bank may refuse to effect an Instruction only in the following cases:
  - a) it is against the applicable regulations, or
  - b) refusal possibility or obligation arises from 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 the financing of a criminal activity (in particular terrorists acts), or
  - g) a payee of such Instruction is:
4. (i) an entity from a country (area) covered by total sanctions of the EEA countries or sanctions of the US government agencies,
5. (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),

6. (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 capital group do not run their business (the list of countries where members of the Bank's capital group run their banking business through a branch or subsidiary, is to be found at the Bank's website: [https://www.bnpparibas.pl/\\_file/repozytorium-pdf/inne-dokumenty/Listy-krajow/Listy-krajow.pdf](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
  7. or,
  8. (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
  9. (v) The Bank of the Payment Transaction principal or payee is a bank from a country referred to in sub-items (i)-(iii); or
  - h) an offence was committed or the Account was used not in conformity with 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 § 17 para. 4 letter 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 is not allowed under the law provisions.
  3. In the cases specified in item 1 section f) 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 letter f) even in a situation when it has effected such Instructions before.
  4. The Bank may charge a fee for a notification about a refusal to perform an Instruction, in the amount not exceeding justified costs incurred by the Bank, if the refusal was objectively justified, including in particular by the lack of funds in the Account.

## §20. Charging options

1. In the event the payment services supplier which acts in favour of the other party to the Payment Transaction, is situated on the territory of a Member State, the Account Holder may order an execution of a Payment Transaction in any currency only with the SHA Charging Option, whereby the Account Holder pays fees set in the Account Agreement and the Table of Commissions and Fees, while the other party - fees agreed upon with its bank or other payment services 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.

## §21. Submitting Instructions and Payment Transaction authorisation

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) orally - in the Bank branch, in the case of cash deposit payments or withdrawals and opening or breaking Term Deposits; or
  - c) electronically - via Electronic Access Channels, including via the PIS Supplier.
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 the BIC of the payee's bank with its registered office in the 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 its consent to execute the Instruction (authorisation):
    - a) for written Instructions - by providing the Bank with an Instruction form filled in and signed by the Account Holder, subject to provisions of § 26 para. 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 made via Electronic Access Channels:
      - i. The BiznesPl@net System, depending on a solution adopted in the Account Agreement:
        - 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.
      - ii. Mobile BiznesPl@net - by signing the Instruction with an individual PIN defined by the User;
      - iii. MultiCash System: through signing an electronic Instruction form with an electronic signature corresponding to the electronic signature class defined by the Bank. Information on the electronic signatures classes is available on the Website or in the Bank Units;
      - iv. Call Center: - through confirming, during a telephone conversation, an Instruction made verbally, after a prior identification of the User in the Call Centre.
  6. If execution of an Instruction requires a Currency Conversion, an authorisation for an Instruction execution encompasses also a consent to a Currency Conversion.
  7. 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.

## §22. 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 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.

## §23. 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 BiznesPl@net 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 are carried out via Call Centre in PLN only.

## §24. Standing Order

1. Transfer orders can be made in the form of a Standing Order.
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, through the BiznesPl@net System, a duly completed form available in this system.
3. Standing Orders 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 Standby 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 Standby Order, the Account Holder is obliged to ensure an Authorised Balance in the sufficient amount in the Account as at the end of a Business Day directly preceding the date of the Standby Order execution, and to cover the Bank's fees related to the Standby 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 authorisation) 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 (what means a withdrawal of its authorisation) by providing the Bank with a filled in and signed form made available by the Bank or via the BiznesPl@net System.
9. Standing Order may not be executed using a Split Payment.

## §25. 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 BiznesPl@net 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, except payments to ZUS (Social Security Board) and Tax Office.
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 transfer, not higher than the amount of available balance standing to the VAT Account.

#### **§26. 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. To have the Account debited with a direct debit submitted by the payee, the Account Holder's consent is required. The consent obtained by the payee from the Account Holder does not have to be provided to the Bank. The receipt by the Bank of a message that initiates the direct debit is tantamount to submitting the consent.
3. The Account Holder may request the Bank for a confirmation of / providing the consent referred to in para. 2 above. The Bank shall reply within ten (10) Business Days.
4. The Bank executes direct debits provided that sufficient funds are ensured in the Bank Account within the Available Balance to execute the direct debit one Business Day before the determined date of effecting the direct debit.
5. The Account Holder may cancel a specific direct debit (which means cancelling its authorisation) not later than until the end of the Business Day preceding the day of debiting the Account, agreed with the Bank - in writing or via the correspondence module of the BiznesPL@net System, indicating the payee's NIP (tax identification number), payment identifier related to the direct debit (IDP) which is to be cancelled, 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 cancel its consent to use a direct debit in settlements with a given payee (which means a withdrawal of authorisation to all Payment Transactions executed in favour of this payee under the consent granted). The cancellation may be made 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 BiznesPL@net System. In the event the Bank receives a cancellation of consent which has never been provided to the Bank, the Bank will interpret the cancellation as an instruction, referred to below, to block the specified payee.
7. The Account Holder may submit an instruction to block the Account against being debited by direct debits, applicable to all or specific payees. For a blockade for specific payees, the Account Holder shall provide NIP (tax identification numbers) of such payees. The instruction to block may be made in writing or through the correspondence module in the BiznesPL@net System. The blockade will become effective the next day following the submission of the instruction to the Bank.
8. The Account Holder may demand from the Bank a refund of the authorised 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 executed 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.

#### **§27. Card**

1. The Card allows the User, until expiry date specified on the card, to carry out Instructions which debit the Account.
10. Detailed rules of issuing and using Cards as well as observing the rules of secure usage of Cards and reporting unauthorised Payment Transactions have been stipulated in separate regulations.
- 11.

#### **§28. 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.

#### **§29. 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 charged before receiving the Instruction. Depending on the form of Instructions made, the moment of delivery is:
  - a) the moment the Bank receives a written 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 BiznesPL@net, Connexis, Multicash, Mobile BiznesPL@net Systems.
2. 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.
3. 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.
4. 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, except Instructions concerning Payment Transactions in PLN executed in whole on the territory of the Republic of Poland, which are governed by the Tax law 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..
5. 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 the Bank's receipt of an Instruction.
6. An execution of an outgoing Payment Transaction means the payment of Notional Amount will credit a payment account of a bank or other payment services provider of the payee of the Payment Transaction.
7. Detailed information on terms of carrying out Instructions is available in Bank Units, on the Bank's Website or through the Call Centre.
8. 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.

#### **§30. NON-STP Transfer**

For execution of a Payment Transaction that falls into the NON-STP Transfer category, the Bank shall charge relevant commissions or fees stipulated in the Table of Commissions and Fees.

#### **§31. 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 deposits 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 an Account type.
4. In the case the currency of an incoming transfer from the Acquired Account or an account maintained by a bank or credit institution other than the Bank is different from the currency in which the Account indicated in the transfer is maintained, the Bank, to avoid a Currency Conversion, in the first place shall credit with the transfer amount the Account maintained for the Account Holder in the transfer currency - if the Bank maintains an Account in the transfer currency apart from the Account indicated in the transfer. In other cases, the Bank makes a Currency Conversion and credits the Account indicated in the contents of the incoming transfer.
5. The Account Holder may place at the Bank an Instruction that incoming transfers for the Account Holder should be posted by the Bank on the Account indicated in the transfer order through NRB or IBAN, or on other Account indicated by the Account Holder. The Instruction may refer to incoming transfers in selected or all currencies, irrespective of the currency. 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. The above does not apply to transfers in PLN the Bank receives from domestic banks or other domestic payment services providers.
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 § 19 para. 1 letter f) items (i)-(iii) of the Regulations or when such a transfer concerns the Payment Transaction referred to in § 18 para. 1 letter f) item (iv) of the Regulations. Provisions of § 19 para. 3 of the Regulations shall apply accordingly.

#### **§32. 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**

#### **§33. Transaction conclusion manners**

13. Transactions may be concluded:
  - a) over the phone, or

- b) by electronic means via the Currency e-Platform, under separate regulations.

### **\$34. Preliminary Conditions for the Transaction conclusion.**

- The cooperation between the Bank and an Account Holder as regards the conclusion of Transactions can be started upon the prior fulfilment of the following conditions by the Account Holder:
  - the Account Holder holds Customer Settlement Accounts,
  - the Account Holder has indicated people authorised to enter into Transactions on behalf of the Account Holder,
  - and also,
  - the Account Holder holds, on the Transaction Conclusion Date, funds on the relevant Customer Settlement Account in a relevant currency and amount required to execute the Transaction - for a Today Transaction,
  - the Account Holder is granted a Transaction Limit by the Bank and the Account Holder submits an enforcement submission statement in the form and with contents accepted by the Bank - for a Tomorrow Transaction and Spot Transaction.
- The Account Holder's fulfilment of the preliminary conditions referred to in para. 1 shall not impose, on either Party, any commitment to conclude Transactions. In particular, the Bank may refuse to conclude a Transaction with a Customer if the Bank deems the conclusion of the specific Transaction inappropriate for the Customer.
- The Party shall not be liable to the other Party for any damage suffered by that Party, as a result of refusal to conclude the Transaction.

### **\$35. Concluding Transactions within the Transaction Limit**

- 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.
- In the event current market conditions should change or the Account Holder's economic and financial situation or assets should deteriorate, resulting in an increase of the risk of the Account Holder's default on payment obligations due to the Bank under the Transactions - the Bank may change the Transaction Limit amount.
- At the Account Holder's request, the Bank shall inform the Account Holder on the Transaction Limit availability on a given day.
- To enable the Bank to grant the Transaction Limit and determine its appropriate amount, likewise to verify the Transaction Limit, the Account Holder will provide the Bank with any documents and information required therefore by the Bank.
- At the Account Holder's request, the Bank, at its own discretion, may agree to conclusion of Tomorrow Transactions or Spot Transactions also in the case the Transaction Limit has been used in full or exceeded.
- At the Account Holder's request, the Bank may enter into a Tomorrow or Spot Transaction with the Account Holder without holding by the Account Holder a Transaction Limit at the Bank. 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.

### **\$36. Minimum Transaction amount**

Over the phone, the Bank concludes such 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.

### **\$37. Transaction conclusion over the phone**

- Transactions are concluded over the phone, provided that the Parties sign an Account Agreement.
- 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.
- In order to conclude Transactions over the phone, one Party shall contact the other Party in the following manner:
  - the Account Holder shall contact a Bank employee authorised to conclude the Transactions by calling the predefined telephone number;
  - the Bank shall contact the person indicated by the Account Holder in the Bank's form as the person authorised to conclude specific type of

Transactions on behalf of the Account Holder, at that person's telephone number held by the Bank.

- 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 letter b). The Bank shall identify the Account Holder solely on the basis of the above information. The Account Holder shall bear full responsibility for the Transactions concluded by any unauthorised person who was identified by the Bank in accordance with the Account Agreement provisions as the person authorised by the Account Holder to conclude the Transaction.
- 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.
- 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 (*Kwota Transakcji*), Currency (*Waluta Transakcji*), Settlement Currency (*Waluta Rozliczenia*), Exchange Rate (*Kurs Wymiany*), Settlement Date (*Dzień Rozliczenia*).

### **\$38. Transactions concluded under the condition precedent over the phone**

- Transactions may be concluded by the Parties under the condition precedent related to fulfilment of certain parameters pertaining to the Transaction Terms within the time frame agreed by the Parties.
- The Transaction is concluded once each Party has made a unanimous declaration of will to the effect that it accepts the Transaction Terms, including the condition precedent. Such Transaction shall become effective once the suspensive condition has been fulfilled.
- The Bank shall confirm the fact that the Transaction has become effective by providing the Customer with a Confirmation, pursuant to these Regulations.

### **\$39. Confirmations**

- The Bank confirms the Transaction conclusion to the Account Holder by providing the latter with a Confirmation, which is the evidence of the Transaction conclusion, immediately, no later than on the Business Day following the specific Transaction Conclusion Date, in the manner agreed with the Account Holder. However, the Transaction is validly concluded irrespective of whether its Confirmation has been made or not. Confirmations do not require the Bank's signature, and in any case will constitute sufficient proof of the agreed Transaction Terms.
- Any objections to the content of the Confirmation received should be raised on the date of the receipt thereof. When the Customer raises no objections against the Confirmation within the above time limit, it shall be understood that the Confirmation has been accepted as compliant with the Transaction Terms.

### **\$40. Transaction settlement**

- A Transaction is settled on the Settlement Date as follows:
  - if the Seller is the Bank - the Bank credits the Notional Amount to the Customer Settlement Account maintained in the Transaction Currency, and debits the Settlement Amount to the Customer Settlement Account in the Settlement Currency;
  - if the Seller is the Account Holder - the Bank debits the Notional Amount to the Customer Settlement Account maintained in the Currency and credits the Settlement Amount to the Customer Settlement Account in the Settlement Currency.
- 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 authorised enforcement body, make a payment directly to the Bank's Settlement Account, quoting the number of the Transaction under which the payment is executed.
- 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 of the Settlement Date.
- 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 shall 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, (however not earlier than on the Business Day following the Transaction Settlement Date). If as a result of concluding the Bank's Closing Transaction the Bank suffers a loss due to a exchange rate difference between the Exchange Rate and the exchange rate applied in the Bank's Closing Transaction, the Account Holder shall pay the Bank the amount equal to the loss suffered. The Bank will be authorized to collect such an amount, in a relevant currency, from the Customer Settlement Account or any other Account.

## **VII. Electronic Access Channels**

### **\$41. Types of Electronic Access Channels**

- The Bank allows the User to access information on the Account and place instructions regarding the Account via Electronic Access Channels, including:
  - Connexis System;
  - BiznesPl@net/Mobile BiznesPl@net System;
  - MultiCash System;
  - Customer Service;
  - Call Centre,
  - Card.
- The Bank authorises the User to access the Connexis System, BiznesPl@net System/ Mobile BiznesPl@net, MultiCash System, 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.
- The User may start using the Connexis System, BiznesPl@net, Mobile BiznesPl@net, MultiCash Systems, Customer Service and the Call Centre provided that the Account Holder/User has activated the above services. An additional condition for the User to use the MultiCash System is installation of the MultiCash System software in the registered office of the Account Holder, upon its written request. The Bank shall provide and install the MultiCash System software as well as its updates under a service fee/without any additional fees.
- In order to activate:
  - Connexis System, the Account Holder should sign an additional agreement with the Bank;
  - BiznesPl@net 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 BiznesPl@net;
  - Customer Service - the Account Holder should submit a request for activation of the service to the Bank's Unit;
  - Call Centre - the Account Holder should submit a relevant request to any Bank Unit;
  - MultiCash System - the Account Holder should submit the request regarding the system installation and activation to any Bank Unit.
  - Mobile BiznesPl@net - the Account Holder should submit a request to be granted authorization rights in any Bank Unit.
- To deactivate an Electronic Access Channel, the Account Holder shall make a relevant written (or in electronic form) request in the Bank Unit.
- Deactivation of BiznesPl@net also means blocking the User's access to Mobile BiznesPl@net and the Electronic FX Trading Platform.
- Type of Electronic Access Channels, their functionalities, including the type of Instruction 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.
- 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.
- The system automatically copies the Instructions made via MultiCash and stores them in the catalogues specifically used for that purpose. The Account Holder shall not delete the saved copies of the Instructions and provide them to the Bank whenever requested.
- Transmission protocols (logs) for Instructions placed via MultiCash are stored by this system for 21 days. The Account Holder shall not delete the protocols and provide them to the Bank whenever requested.
- In the event the Account Holder requests for an option to log in, via the BiznesPl@net System, to electronic platforms of companies that are members of the BNP



Paribas Group, the Account Holder thereby authorizes the Bank to provide the BNP Paribas Group company that services the specific platform with information which constitutes bank secrecy, to the extent necessary to provide such a platform available and log in to it from the BiznesPl@net System.

#### **§42. Functionality and technical requirements**

1. With respect to all Accounts, the BiznesPl@net 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 mail with the Bank.
- The Account Holder, or its duly authorised User, within the scope defined by the Bank, may restrict access for this or any other User to the above-mentioned services.
2. Conditions for making Mobile BiznesPl@net available to the User are the following: the User has to have access to BiznesPl@net and download to a mobile device dedicated applications called "Mobile BiznesPl@net" and provided by the Bank in Apple App Store and Google Play.
3. While activating Mobile BiznesPl@net, the User defines the PIN number used to authorize transactions in Mobile BiznesPl@net.
4. On the basis of authorization rights defined in BiznesPl@net, Mobile BiznesPl@net enables the user to:
  - a) access information on Accounts, Account history,
  - b) place and cancel Instructions to make a transfer to a contractor defined in BiznesPl@net.
5. Proper operation of the BiznesPl@net System requires the User to ensure that the computer and software is in good working order and:
  - a) that access to the Internet network is available, and
  - b) the computer is equipped with the internet browser enabling the use of TLS1.1 128-bit protocol.
6. The Bank may change technical or hardware requirements for the equipment necessary to ensure proper operation of the BiznesPl@net System/Mobile BiznesPl@net.
7. The MultiCash System enables the User to carry out the following operations from the Account Holder's office:
  - a) receiving statements of indicated Accounts,
  - b) receiving information on Account Balances for each Business Day within the Bank business hours; the complete information on transactions carried out on the Account on the Business Day is available on the next Business Day,
  - c) submitting transfer order Instructions, however domestic transfer orders may be also submitted with the future realisation date, no later than 30 days from the date of such Instruction's submission;
  - d) submitting transfer orders concerning transfers from the Account Holder's account opened in another bank and receiving statements on operations carried out on this account in SWIFT MT940 message form (after a relevant agreement has been signed with the Bank and the conditions stipulated in it are met),
  - e) submitting direct debits in domestic settlements.
- The Account Holder may limit access, for itself or another User, to the services specified above.
8. By means of the MultiCash System, the Bank accepts to perform only Instructions which were signed by the User with the electronic signature not earlier than three days before the date of their submission to the Bank. The Bank performs such Instructions with the date of their actual execution.
9. Transfer orders and direct debit Instructions submitted by means of the MultiCash System should be grouped in separate files consisting of Instructions of the same execution date, in accordance with the following scheme:
  - a) transfer orders in favour of Social Insurance Institutions,
  - b) transfer orders in favour of Tax Revenue Institutions,
  - c) direct debits,
  - d) other transfer orders.
- The Bank may perform the transfer order Instructions in favour of the Social Security Institutions or Tax Authorities, which contain an error that makes correct identification of the Institution concerned impossible, if such an error allows execution of such Instruction via the Bank IT system. The Bank immediately informs the Account Holder about the errors in the transfer order Instruction by electronic means.

10. Instructions submitted by means of the MultiCash System may be cancelled in writing in the Bank Unit, via facsimile by sending to the Bank a proper and correctly filled-in form, whose model is available on the Website or any other way previously approved by the Bank. Any change to the Instruction submitted by means of the MultiCash System requires such an Instruction cancellation, and then submitting a new Instruction.
11. When the Account Holder concludes an appropriate agreement with the Bank and fulfils conditions specified therein, the User can, via the MultiCash System, submit transfer orders from the Account Holder's account maintained in another bank and receive statements from the Bank of operations carried out on such an account.
12. To ensure the correct operation of the MultiCash System, the latest version of the software delivered by the Bank must be used.
13. 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.
14. 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 to be issued from September 2016,
  - h) order confirmation of Instructions made (through Consultant Service).
15. Telephone numbers to the Call Centre are specified at the Website (a call charge according to operator's price list).
16. 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.
17. A correct operation of the Call Centre requires the User to use a touch-tone dialling telephone in working order.
18. 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.

#### **§43. Security Rules**

1. Any information the disclosure of which could make the Bank, while identifying the User or authorising Instructions s/he makes via the Electronic Access Channels, recognise an unauthorised person as the User based on correct information provided by that person as required for such identification or Payment Transactions authorisation, 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 unauthorised persons to get to know the data identifying him/her or used to authorise 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 people only, and access to devices used for the Instruction Authorisation - only to people authorized to perform such actions.

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 in order to secure Instructions made through Electronic Access Channels.

In particular, when using the BiznesPl@net System, the User shall each time check (i) whether s/he is logging in to the Website (by verifying the Internet domain where the site, which s/he is logging in to, i.e., bnpparibas.pl, is located.), (ii) whether the connection with the Website is encrypted (then the site address starts with https://), (iii) whether s/he is connecting with the Bank's servers, by verifying the site certificate (a detailed manner of the verification is presented in the security rules described on the Website), and (iv) whether the sms code received by telephone is used to authorize the action which the User intends to perform.

3. 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 known security rules set by the Bank and adopted them for use.
4. To preserve the security of the Instructions made, the Bank informs you that the Bank neither shall request customers to provide their passwords to the Electronic Access Channels, especially via email or using any means of distance communication, nor send electronically any website links with a request to log on.
5. 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 unauthorised 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) a further use of the respective Electronic Access Channel. The same notification should be made in the case of loss, theft, appropriation, unauthorised 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 through contacting the Call Centre.
6. 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 unauthorised use of that Electronic Access Channel or intentional effecting of unauthorised Payment Transaction through that channel.
7. 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.
8. 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.
9. 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.
10. The agreement on the Software installation and use is signed by the Account Holder through accepting the end-user license. The Bank is not a party to the agreement signed by the Account Holder with the Software supplier. The Bank shall not be held liable towards the Account Holder in relation to the Software installation and use.
11. If the Account Agreement includes an obligation for the Account Holder to sign, 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.
12. 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.

13. The Security Rules determined above are not violated by granting consent by the Account Holder to the PIS Supplier to providing the service of access to information about Payment Accounts held and Payment Transactions related to such Payment Accounts.
14. The Bank may refuse access for a PIS Supplier or AIS Supplier to the specific Payment Account for objectively justified and duly documented reasons related to unauthorized or illegal access to the Payment Account by such AIS Supplier or PIS Supplier, including unauthorized initiation of a Payment Transaction.
15. In the event referred to in para. 14, the Bank, in a manner the Bank deems appropriate, in particular by electronic means, will notify the Account Holder about the refusal of access to the Payment Account and its reasons. Whenever possible, the information is provided to the Account Holder prior to the access refusal and on a Business Day following the refusal date at the latest. The Bank may provide such information at a later date, if its justified by security reasons or separate provisions. The Bank provides the PIS Supplier or AIS Supplier with access to the Payment Account as soon as the reasons justifying the refusal have ceased to exist.

#### **\$44. 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 (text message) 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) forwarded to the User by the Bank on a current basis through the Electronic Access Channel the User intends to use; all information provided by the User and required by the Bank to identify the User must be consistent with information held by the Bank.
3. If the User identification is unsuccessful three times running, to secure the funds deposited on the Account, the Bank reserves the right to put a hold on the Account through a respective Electronic Access Channel.
4. To unlock 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 unauthorised individuals from using Electronic Access Channels.

#### **\$45. 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**

#### **\$46. 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 by the Bank 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 reserves the right to unilaterally make a change to the Table of Commissions and Fees if at least one of the following circumstances occur:
  - a) change of the consumer price index
  - b) change of costs the Bank must incur to perform actions provided for in the Regulations, and specifically the costs of electricity, telecommunication/IT connections,
  - c) change of the extent, manner or form of performing an action, to which a given commission or fee is applicable,

- d) necessity to adjust the level of commissions and fees to competitive offers,
  - e) change or implementation of new legal provisions which affect the Bank's operations or the increase of costs the Bank incurs in connection with its operations specified herein,
  - f) 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.
5. The Account Holder may be notified of changes made in the Table of Commissions and Fees in particular by email.
  6. Within 14 days of receipt of the information on changes made in the Table of Commissions and Fees, the Account Holder may give notice of termination of the Account Agreement, otherwise, the change shall be deemed approved by the Account Holder and become effective.

#### **\$47. Rules for charging commissions and fees - general provisions**

1. If for a certain Bank customer category the Table of Commissions and Fees provides 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 reposted 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 publishing the information at the Website or via the BiznesPl@net or MultiCash System. 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.

#### **\$48. 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 FC 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 BiznesPl@net, Multicash and Connexis Systems, the debit amount converted into PLN at the NBP mid-rate shall be the basis for calculating the commission amount;
  - c) 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 FC Accounts effected in the Currency other than the Account Currency, the order amount debited to the FC 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.

#### **\$49. Specific rules regarding charging of selected commissions and fees**

Fee collection dates 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
For using the MultiCash System	on the 23rd day of each month for the following month
For the MultiCash System maintenance	on the 23rd day of each month for the following month
For the use of the BiznesPl@net System	on the 10th day of each month for the previous month
For SMS notifications within the BiznesPl@net 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	on the 1st day of each month for the previous month
Fee for preparing and sending consolidated account statements	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
Fee for high balances in EUR, CHF	on the 26th day of each month for the previous month

(\*) 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. Final provisions**

#### **\$50. Account Statements**

1. 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) a daily basis, on every Business Day for the preceding Business Day, or

- b) a weekly basis, on the Business Day chosen by the Bank for the preceding calendar week.
- 2. 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.
- 3. 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.

#### **\$51. 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.

#### **\$52. Correspondence with the Bank**

- 1. The Account Holder shall inform the Bank in writing or electronically (using the relevant functionality of the Electronic Access Channel) about any change in its registered office or mailing address by providing current documents with changed data to the Bank.
- 2. 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.
- 3. Communication can be sent by the Bank to the Account Holder's email address.

#### **\$53. Authorisation, hold put on the Account**

- 1. The Account Holder authorises the Bank to debit his/her Accounts, as selected by the Bank (except for the Escrow Account or Trust Account), with the amounts necessary to satisfy the Bank's receivables due from the Account Holder, without the Account Holder's additional Instructions, and to contractually set-off (without need to submit a separate declaration of will) any matured receivables due from the Account Holder against the Account Holder's receivables (even though non-matured) in respect of the Account (except Escrow Account or Trust Account). The Bank shall immediately notify the Account Holder about such an offset made. In the event the Account Holder is an individual, the above authorisation does not expire upon his/her death.
- 2. The Bank has the right to block 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 authorises 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 his/her account has been blocked or unblocked.

#### **\$54. Unauthorised debit balance**

- 1. Any Unauthorised Debit Balance must be immediately repaid by the Account Holder.
- 2. 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.
- 3. Maximum Default Interest accrued on the Unauthorised 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.

#### **\$55. Limitation of the Bank liability**

- 1. 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.
- 2. The Bank shall not be held liable for a damage which might occur as a result of execution of the Instructions placed in an inappropriate manner, containing errors or incomplete, and in particular due to providing an incorrect account number or amount.
- 3. The Bank shall not be held liable for any damage resulting from the circumstances beyond the Bank's control, in particular such as:
  - a) defective operation of power supply systems, telecommunications or IT systems owned by external suppliers or operators,
  - b) consequences of decisions made by public authorities,
  - c) force majeure effects understood, in particular, as a catastrophe, war, terrorist attack, strike or riots.
  - d) application by the Bank of provisions of law or the Bank's internal regulations on anti-money laundering and counter terrorist financing,

- e) attributable to the payee's bank or an intermediary bank indicated by the Account Holder.
- 4. In the event of damage occurrence, the Bank shall be held liable solely for normal consequences of an action or omission that led to the damage and only within the limits of the actual damage, i.e. losses incurred by the Account Holder, exclusive of lost opportunities.

#### **\$56. Liability for unauthorized Payment Transactions**

- 1. In the event Payment Transactions not authorised by the User were effected, the Bank is obligated to immediately, but no later than by the end of the Business Day following the date of an identification of the unauthorized Payment Transaction or the date of receiving a respective report submitted by the Account Holder under the rules determined in the Regulations, replenish the debited Account to the balance that would have existed if no unauthorised Payment Transaction had been effected, subject to the provisions below.
- 2. The Account Holder shall be held liable for Payment Transactions not authorised by the User, in their full amounts, if the specific Payment Transaction resulted from:
  - a) using the device, serving the User to use Electronic Access Channels, lost by or stolen from the User, or
  - b) appropriating the device serving the User to use the Electronic Access Channels.
- 3. The Account Holder shall be held liable for unauthorised Payment Transactions in their full amounts if the User has effected them intentionally or due to wilful misconduct or failure to exercise due diligence resulting in breaching at least one of the security obligations determined in the Regulations, including (i) using a device, by which the User uses an Electronic Access Channel, in breach of the Agreement, (ii) a failure to immediately report a loss, theft, appropriation or unauthorized use of that device or an unauthorized access to that device, to the Bank or an entity indicated by the Bank, or (iii) a failure to undertake any measures necessary to prevent a violation of an individual protection of such a device, in particular to store the device with due diligence without providing it to unauthorized persons.
- 4. After submitting a notification under the rules specified in the Regulations, which apply to 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 will not reimburse the unauthorized Payment Transaction amount to the Account Holder in the event there is a justified and duly documented basis for suspecting a fraud; the Bank shall notify the crime prosecution authorities thereof in writing
- 6. Rules of reimbursement of the unauthorized Payment Transaction amount shall apply also when the Payment Transaction is initiated via the PIS Supplier.

#### **\$57. Notification of the Bank on irregularities in Payment Transactions, Complaints**

- 1. The Account Holder shall immediately lodge a complaint, including notifying 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. 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 additional information or documents if, in the Bank's opinion, such information or documents are essential to process a complaint.
- 5. The Bank shall immediately process and reply to complaints regarding Payment Transactions and providing other services governed by the Payment Services Act, no later than within 15 Business Days of the date of receiving the complaint. To keep the date it is sufficient to send the reply before its lapse. In a particularly complicated cases, which render it impossible to process a complaint and send a reply within the aforesaid deadline, the Bank, in a notification

sent to the Account Holder, will explain the reasons for the delay, indicate circumstances which require findings to be made to process the case and determine the expected date of the consideration of the complaint and sending the reply, which cannot exceed 35 Business Days of receiving the complaint.

#### **\$58. Other Complaints**

- 15.
  - 1. With respect to matters other than those defined in § 61, 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.
  - 4. The complaint is considered by the Bank and the reply is provided immediately, no later than within 30 days of the date of the complaint receipt. In particularly complex cases that prevent the Bank from resolving the complaint within the above time frames, in the information delivered to the 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.
- \$59. Non-assignment and negative pledge clause**  
Receivables arising from the Account Agreement shall not be assigned to any third party without the prior written consent of the Bank.
- \$60. 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, unless the Account Agreement specifies otherwise.
  - 2. In the scope defined by the bank, declarations of will associated with execution of the Account Agreement, the requests may be submitted electronically via the system BiznesPl@net. Declaration of will in an electronic form submitted via the system BiznesPl@net brings about the same legal effects as a declaration made in writing. Declarations of will submitted in an electronic form must be made according to the authorisation rules defined in the Regulations.

#### **X. Amendments to the Regulations**

##### **\$61. Regulations amendment conditions**

- 1. The Bank may unilaterally amend the Regulations for significant reasons including in particular:
  - a) the new functional, organisational or technical solutions introduced by the Bank,
  - b) introduction of new banking products or modification of functioning of the existing products by the Bank,
  - c) enhancements of the Bank's information system the Bank uses to provide services specified in the Regulations,
  - d) changes in the scope, manner and form of providing services specified in the Regulations,
  - e) change or implementation of new law provisions or change in interpretation of the aforementioned provisions by competent bodies, and issuance of recommendations as to the application of relevant provisions by competent bodies and self-governing organization of banks to which the Bank belongs, affecting the Bank's operations or growth of expenses related to the Bank's activity covered herein.
- 2. The Account Holder may be notified of amendments to the Regulations particularly by electronic means.
- 3. Within 14 days of receipt of a notification about amendments to the Regulations, the Account Holder may terminate 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 para. 3 shall have no impact on the Transactions concluded prior to the termination of the Account Agreement and all provisions of the Account

Agreement and Regulations shall remain in force with respect to such Transactions, until their complete execution.

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

##### **\$62. Form of amendments to Account Agreement**

Any amendments to the Account Agreement must be in writing, otherwise they are null and void, unless the Account Agreement specifies otherwise.

##### **\$63. 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. Notice of termination of the Account Agreement may also include a notice of termination regarding Term Deposits opened, which means breaking, effective the lapse of the notice period, of all Term Deposits opened for the 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, 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.

##### **\$64. Bank Account Agreement termination by the Bank**

1. The Bank may terminate the Account Agreement upon one-month notice for important reasons, in particular when:
  - a) the Account Holder has provided the Bank with false information or 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 art. 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 (6) 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 pursues its activity without the required permit;
  - 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 sent by the Bank to the Account Holder;
  - j) 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 information or documents, required under the applied by the Bank financial security measures, stipulated in Article 34 of the Act dated 1 March 2018 on Anti-Money Laundering and Counter-Terrorism Financing,
  - l) negative assessment of risk within the meaning of Article 33 of the Act dated 1 March 2018 on Anti-Money Laundering and Counter-Terrorism Financing,
  - m) the Bank has phased out a product or a service offered under the Agreement,
  - n) amendments to the applicable law provisions that hinder or impair provision of services under the Account Agreement,

- o) 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,
  - p) Account Holder, his/her statutory representative, Proxy or any party to a Payment Transaction or any other transaction made with the use of the Account, including Escrow Account, is an entity on which any sanctions have been imposed, in particular domestic or international ones, 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),
  - q) Account Holder, his/her statutory representative or Proxy, 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 Anti-Money Laundering and Counter Terrorist Financing Act - may be used by an entity on which any sanctions have been imposed, in particular domestic or international ones, 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).
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. 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.

##### **\$65. Bank Account Agreement termination date**

1. The Bank Account Agreement shall be terminated:
  - a) upon the lapse of the notice of termination period,
  - b) once the Bank has received reliable information about the Account Holder's death or termination of its legal entity, effective from the date of the event occurrence; however, for natural persons, the Account Agreement is terminated at the earliest one year following 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 linked 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 execute any Instructions of the Account Holder in scope 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 linked 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.

##### **\$66. Court Jurisdiction**

Any disputes that may arise out of the agreements, which the Regulations have become an integral part of, shall be settled by the court competent for the venue of the Bank's registered office.

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

##### **\$67. 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.

Warsaw, 24 May 2019