



## Regulations of Bank accounts for individual customers at BNP Paribas Bank Polska SA

### Preliminary provisions

#### 1. Scope of Regulations

- The Regulations establish the conditions on which the Bank maintains Bank Accounts for Customers and provides Electronic Banking Services.
- The Bank maintains, after concluding the relevant agreements and on the basis thereof, the following customer Accounts:
  - Personal Accounts;
  - Savings Accounts;
  - Term Deposit Accounts,
  - Foreign Currency (FC) Accounts;
  - Trust/Escrow Accounts;
  - Individual Retirement Accounts (IKE).
- The Bank provides Customers with Electronic Banking Services which specifically include Cards, the Pl@net System or Call Center.

#### 2. Definitions

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

<b>Bank</b>	BNP Paribas Bank Polska SA with its registered office in Warsaw, ul. Suwak 3, entered into the National Court Register (KRS) maintained by the District Court for the capital city of Warsaw, XIII Commercial Division of the National Court Register, KRS No. 6421;
<b>Correspondent Bank</b>	a bank which maintains the bank account for the Bank (so-called Nostro account) or a bank for which the Bank maintains the bank account (so-called Loro account);
<b>Bank-o-phone</b>	automated self-service telephone system, a part of the Bank's Call Center, that operates based on the previously recorded voice messages; once the User gets through to the Bank-o-phone, s/he enters instructions using the telephone keyboard; the Bank-o-phone facility also enables the User to connect with the Consultant Service;
<b>Call Center</b>	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 placing Instructions;
<b>Authorised Debit Balance</b>	a limit granted by the Bank up to which the Account Holder may place Instructions exceeding the balance of funds deposited in his/her Personal Account; total funds deposited in the Bank Account, increased by funds the Bank makes available under credit facilities attached to the Bank Account and Authorised Debit Balance, reduced by all holds put by the Bank on the Bank Account; an order given to the Bank by the Account Holder in the way provided for in the Regulations or in the Bank Account Agreement - to make settlements specified therein, open or terminate the Term Deposit or perform other account maintenance operations;
<b>Available Balance</b>	any weekday from Monday to Friday, excluding public holidays, when the Bank performs the activity under the Regulations;
<b>Instruction</b>	technical and functional solutions provided by the Bank which enable the User to access his accounts through hard-wired or wireless connection devices, to carry out operations and other actions instructed by the User; detailed information regarding functionality and maintenance of Electronic Access Channels is available for consultation in the Bank's units, on the Bank's Website or through the Call Center.
<b>Business Day</b>	the International Bank Account Number used in international and cross-border settlements;
<b>Electronic Access Channels</b>	the Bank's branch, sub-branch or the Bank's agency unit;
<b>IBAN</b>	a payment card issued by the Bank for Personal Account;
<b>Bank Unit</b>	a document which contains personal data and specimen signature of the Account Holder or the Proxy authorised to give written instructions;
<b>Card</b>	a consumer within the meaning of the provisions of the Civil Code;
<b>Personal Data Form</b>	
<b>Customer</b>	

#### Civil Code

Civil Code Act of 23 April 1964 (Journal of Laws, No. 16, item 93, as amended) including amendments to the act and each law superseding this act; savings and checking account within the meaning of the Banking Law regulations, used to deposit money in PLN currency and make cash settlements, excluding settlements related to business activity; an FX rate applied by the Bank to exchange one Currency into another; the exchange is made in such a way that a foreign currency is converted at a buy rate applied by the Bank, and then thus calculated PLN amount is exchanged into a target Currency at a sell rate applied by the Bank; funds in PLN or a Foreign Currency, deposited for a specified period in the Term Deposit Account appropriate for a given currency;

#### Personal Account

#### Cross Rate

#### Term Deposit

#### Unauthorised Debit Balance

the debt the Account Holder owes to the Bank which exceeds 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; the Bank Account Number (Numer Rachunku Bankowego) used in domestic settlements;

#### NRB

#### Proxy

#### Account Holder

**an individual (natural person) duly authorised by the Account Holder;** a Customer, a party to the Account Agreement; any provisions of the Regulations applicable to the Account Holder shall be applied respectively to the Proxy, to the extent the Proxy is authorised to administer the Account; an Escrow Account Holder; Banking Law Act of 29 August 1997 (i.e. Journal of Laws of 2002, no. 72, item 665, as amended) including amendments to the act and each law superseding this act; foreign 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; FX rates applied by the Bank are available for consultation in the Bank Units, at the Bank's Website and through the Call Center; Personal Account, Savings Account, Term Deposit Account, Foreign Currency (FC) Account, Individual Retirement Account (IKE) or any other bank account opened by the Bank under the respective Bank Account Agreement;

#### Escrowee Banking Law

#### Currency Conversion

#### Bank Account

#### Individual Retirement Account (IKE)

savings account maintained in PLN currency pursuant to the provisions defined in the IKE Act;

#### Term Deposit Account

a savings account in which deposits are held for a fixed term within the meaning of the Banking Law, used for the term deposits only, maintained by the Bank under the Account Agreement; savings-type account within the meaning of the Banking Law regulations, used exclusively to accumulate funds. The Account Holder is not allowed to make any settlements related to payment of his/her liabilities through this account;

#### Savings Account

#### Trust Account

an account designated only for accumulating the funds entrusted to the Trustee by the third-party under a separate agreement;

#### Foreign Currency (FC) Account

an Account designated to accumulate funds in Currencies, payable on demand, and to make cash settlements; Personal Account, Term Deposit Account, Foreign Currency (FC) Account or Savings Account maintained by the Bank for the benefit of two Account Holders at least;

#### Regulations

#### Consultant Service

these Regulations regarding Bank Accounts for Individual Customers at BNP Paribas Bank Polska SA; the Bank's telephone service, a part of the Call Center, operated by the

Bank's employee; the connection with the Consultant Service is established through the Bank-o-phone; the official website of the Bank: [www.bnpparibas.pl](http://www.bnpparibas.pl); Internet banking system;

#### Internet Website

#### Pl@net system Table of Commissions and Fees

the Table of Commissions and Fees for Bank Activities Rendered to Natural Persons (pursuing no business activity) at BNP Paribas Bank Polska SA which includes a list of commissions and fees charged to the Account Holder or any other list of commissions and fees which will substitute the Table;

#### Bank Account Agreement

a bank account agreement under which the Bank maintains a respective Account;

#### Electronic Banking Services

electronic banking services within the meaning of the act on electronic payment instruments of 12 September 2002 (Journal of Laws of 2002, No. 169, item 1385, as amended);

#### IKE Act

the act on individual retirement accounts (IKE) of 20 April 2004 (Journal of Laws of 2004, No. 116, item 1025) and secondary regulations issued on the basis thereof;

#### User

the Account Holder granted an access to his/her Account by the Bank by means of the selected Electronic Access Channel or the Proxy to whom, upon consent of the Account Holder, the Bank granted an access to the Account via selected Electronic Access Channel; 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.

#### Currency

#### 3. Personal Account

- For maintenance of the Personal Account, the Bank shall charge commissions and fees as specified in the Account Agreement, Regulations and Table of Commissions and Fees.
- The Account Holder's failure to meet the terms and conditions required by the Bank to maintain a specific type of Personal Account for other reasons than change of such terms and conditions by the Bank, entitles the Bank to terminate the Account Agreement, unless the Parties decide otherwise.

#### 4. Savings Accounts

- The Account Holder may open Savings Accounts at the Bank in the selected currency, after concluding an Account Agreement and on the basis thereof.
- Standings orders and direct debits may not be submitted for Savings Accounts.
- The Bank may set the minimum payment or withdrawal amount for the Savings Account. A Savings Account shall be opened by the Bank provided that the Account Holder has paid the required minimum amount in the Bank's Unit within 30 days of the Account Agreement conclusion date or sufficient funds are available in the Account Holder's Personal Account or FC Account. The Personal Account or FC Account shall be debited upon an Instruction given by the Account Holder.
- The information on the terms and conditions under which Savings Accounts may be opened with the Bank, including the minimum payment and withdrawal amount, are available in the Bank Units, at the Bank's Website or through the Call Center.

#### 5. Joint Account

- The Bank shall maintain Joint Account provided that all Joint Account Holders enter into the Account Agreement with the Bank.
- Joint Account Holders shall be held jointly and severally liable towards the Bank for all liabilities arising under the Account maintained for them by the Bank.
- Each of Joint Account Holders may independently appoint and revoke the Proxy to their Joint Account.
- The Instructions given by Joint Account Holders shall be carried out by the Bank in the order in which they are submitted, taking into account the type of Instruction and the manner in which they were submitted. In particular, the Bank in the first place may start with carrying out the Instructions submitted through Electronic Access Channels, even though such instructions were received later than the instructions placed in the Bank Unit.

- In the event Joint Account Holders place at the same time the Instructions which are mutually exclusive, the Bank shall, in its sole discretion, decide which Instruction should be effected.

## 6. Power of Attorney

- The Account Holder may appoint the Proxy to the Bank Account.
- The manner and scope in which the Proxy may use the Account has been specified in the respective power of attorney granted to the Proxy, whereas the Proxy may not:
  - amend or terminate the Account Agreement, unless the special power of attorney states otherwise;
  - give further powers of attorney;
  - assign any rights under the Bank Account Agreement;
  - create a pay-on-death designation;
  - provide access to Electronic Access Channels;
  - change mailing address and the way of delivering the Account correspondence.
- The Proxy may place an Instruction to withdraw the Term Deposit amount before the agreed maturity date.
- Information on the maximum allowable number of Proxies to one Bank Account can be obtained in the Bank Units and through the Consultant Service.
- Respective provisions of the Regulations shall apply accordingly and specify how the Bank should carry out mutually exclusive Instructions the Joint Account Holders submitted at the same time.
- Power of Attorney should be made in writing, otherwise it shall be deemed null and void.
- If the Power of Attorney is not made on a bank form and in the presence of the Bank's employee, the Account Holder's signature put on the power of attorney document must be notarised.
- This requirement does not apply to a power of attorney granted to another bank in relation to a request to move the Personal Account to this bank. In such a case, the signature of the Account Holder put on the power of attorney must correspond with the specimen signature supplied to the Bank.
- 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.

## 7. Specimen signature

- For each Bank Account, the Bank shall have a document where all individuals authorised to give written Instructions put their specimen signatures (Specimen Signature Card).
- Written Instructions given by the Account Holder with respect to the Bank Account shall be carried out by the Bank only when the signature placed in the Instruction agrees with the specimen signature in the Personal Data Form. The Bank has the right to refuse to carry out the Instruction bearing the signature that differs from the specimen signature put in the Personal Data Form.
- The Bank may also adopt other methods to establish the identity of the Account Holder, in particular by using electronic devices or electronic data carriers to be used together with specimen signatures put in the Personal Data Form or instead.

## Bank Account Interest Rate

### 8. Interest rate

- Interest for the funds deposited in the Account shall be calculated at a fixed or variable interest rate on an annual basis.
- Interest is calculated for an actual number of days the funds have been kept in the Account, starting from the day the funds have been paid to the Account (the payment day inclusive) until the day they have been withdrawn from the Account (the withdrawal day exclusive). If the Instruction upon which the funds are posted on the Account specifies another date, interest on such funds shall accrue starting from the date specified therein.
- Calculation of interest on the funds deposited in the Account is based on a 365-day year.
- Interest calculated on the funds accumulated in the Account, subject to the provisions below, 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.
- Interest calculated on the funds accumulated in the Savings Account – products: Savings Account, VERY Saving Account and MORE Saving Account (specified in the Account Agreement), denominated in PLN, is capitalised i.e. added to the Account Balance after one (1) Business Day.
- Interest calculated on the funds accumulated on the FC Account is capitalised on 30 June each year, and if such a day is not a Business Day, then on the nearest Business Day following that day.
- If the 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.
- In the event a variable interest rate, not based on the published base rate (e.g. WIBOR, LIBOR or EURIBOR) is applicable, the Bank may unilaterally change the interest rate of funds accumulated in the Account if at least one of the following circumstances occur since the last change of the Account interest rate:
  - change of the lombard loan interest rate established by the National Bank of Poland (NBP), by at least 0.1%;
  - change of the bill of exchange rediscount rate as established by NBP, by at least 0.1%;

- change of the reference rate announced by NBP, by at least 0.1%;
  - change of the year-on-year inflation rate announced by the Central Statistical Office (GUS), by at least 1%;
  - change of the interest rate for one-month deposits in the inter-bank market, by at least 0.1%;
  - change of the mandatory reserve rate determined by NBP;
  - change of 1Y Treasury Bill market yield by 0.1% at least;
  - change of the market yield of the Treasury Bonds by 0.1% at least;
- whereas, change should be understood as change in the value of a given parameter as at the end of a Business Day compared to the value of the same parameter as at the end of any Business Day within the preceding three months.
- The Account Holder may be notified of interest rate changes, most commonly by e-mail.
  - Within 14 days of being notified of interest rate changes, the Account Holder may terminate the Bank Account Agreement, otherwise the new interest rate shall be deemed approved by the Account Holder and shall become effective.
  - If a variable interest rate, based on the published base rate, is applicable, the value of interest rate shall change automatically as the base rate changes.
  - Information on the current interest rate of funds deposited in the Bank Account is available in the Bank Units, on the Bank's Website and through the Call Center.

## Term Deposits

### 9. Term Deposit Acceptance Conditions

- The Account Holder may open Term Deposits with the Bank in the selected currency, after concluding an Account Agreement and on the basis thereof.
- To open specific Term Deposits, the Bank uses funds available in Personal Account or Foreign Currency Account or funds transferred to the Bank to fund the Term Deposit upon the relevant Instruction of the Account Holder.
- The Term Deposit Instruction should, in particular, specify as follows:
  - Term Deposit type selected from the types of deposits currently available in the Bank,
  - Term Deposit maturity date selected from maturity dates currently offered by the Bank,
  - Term Deposit amount and currency,
  - the way the Term Deposit principal and interest accrued on the Term Deposit principal is to be disposed of upon maturity.
- In the event that the last day of the Term Deposit maturity is not a Business Day, the Term Deposit shall mature upon the nearest Business Day following that day.
- The Bank shall each time provide the Account Holder with confirmation that the Term Deposit was opened and specify the terms and conditions under which it was opened.
- The information on the terms and conditions applicable to the opening of Term Deposits in the Bank is available in the Bank Units, on the Bank's Website, in the PL@net system and through the Call Centre.

### 10. Types of Term Deposits

- A Term Deposit may be either non-revolving or revolving.
- The Account Holder may decide how to dispose of the revolving Term Deposit principal and interest accrued, choosing one of the following ways:
  - roll over the Term Deposit with the same maturity for the Term Deposit principal and transfer interest accrued to the Personal Account or FC Account or another account indicated by the Account Holder on the rollover day or request withdrawal of the funds in cash in the Bank Unit;
  - roll over the Term Deposit with the same maturity and for the Term Deposit amount increased by interest accrued for the recent maturity date.
  - transfer the Term Deposit principal and interest accrued to the Personal Account or FC Account or another account indicated by the Account Holder on the rollover day or request withdrawal of the funds in cash in the Bank Unit;
- For non-revolving Term Deposits, upon the date of declared maturity, the amount of the Term Deposit, together with interest accrued, shall be put at the Account Holder's disposal.
- Term Deposit amounts put at the Account Holder's disposal together with interest accrued shall no longer bear interest.

### 11. Breaking Term Deposits

- The Account Holder may place an Instruction to withdraw the Term Deposit amount before the set maturity date.
- Breaking of the Term Deposit results in:
  - reduction in the Term Deposit interest rate for the entire term of the term deposit; the reduced interest rate amount can be found in the Bank Units, at the Bank's Website and through the Consultant Service;
  - putting the Term Deposit amount together with interest accrued at the Account Holder's disposal; the said amount shall no longer bear interest.

### 12. Automatic Overnight Deposit

- Under Personal Account Agreement, the Parties may place an Instruction to open automatic overnight deposits i.e. at the end of each Business Day the Bank shall use the funds deposited in Personal Account at the end of each Business Day to open a Term Deposit to mature on the next Business

Day; at the beginning of the next Business Day, the amount of Term Deposit (Automatic Overnight Deposit) shall be transferred back to the Personal Account. Interest accrued on the Automatic Overnight Deposit shall be credited by the Bank to Personal Account at the end of the day on which the Term Deposit matures.

- Upon placement of Automatic Overnight Deposit Instruction by the Account Holder, the Bank shall open, automatically, with no need to obtain additional Instructions from the Account Holder, the Term Deposit Account to keep Automatic Overnight Deposits.
- The Bank opens the Automatic Overnight Deposit at the end of each Business Day without any separate Instructions whenever at least the threshold amount is available as at the end of the day in the Account covered by the Agreement.
- Only the amount excluded from the Automatic Overnight Deposit is left in the Account of the Account Holder, hence the amount available in the Account, reduced by the excluded amount is used to open the deposit.
- The threshold amount required for opening Automatic Overnight Deposit, likewise the minimum amount excluded from the Automatic Overnight Deposit is determined by the relevant Order of the President of BNP Paribas Bank Polska SA Board of Executives.
- The information on the current Automatic Overnight Deposit interest rate, the threshold amount and the excluded amount determined by the Bank is available in the Bank Units, on the Bank's Website, or through the Consultant Service.

## Settlement Rules and Methods

### 13. General Principles for Carrying out Instructions

- The Account Holder may use the funds accumulated in his/her Account up to the Available Balance.
- The Bank may refuse to carry out the Instruction if:
  - it is against the binding regulations, or
  - 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
  - the funds deposited in the Account are insufficient to carry out the Instruction, or
  - there is a reasonable suspicion that the Instruction made is related to financing terrorist or criminal activity, or if the beneficiary of such an Instruction is an entity from the country (area) subject to economic or political sanctions recognised by the international community.

The Account Holder shall be promptly notified of the Bank's refusal to carry out the Instruction, not later, however, than within seven (7) days of the date the Instruction is made.

- The Bank has the right to set a maximum value of a single cash withdrawal from the Account which can be made without a prior notice to the Bank. The information on the amount of such a single cash withdrawal can be obtained in the Bank Units, on the Bank's Website or through the Consultant Service.
- In the event the Account Holder intends to withdraw from the Bank Account the funds exceeding 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 his/her intention to withdraw such funds at least two Business Days preceding the planned date of the withdrawal.
- To secure the funds deposited with the Bank, the Bank has the right to specify the following:
  - the Instruction amount which when exceeded requires additional actions to be performed by the Bank to confirm that such an Instruction was made by the Account Holder; the Instruction is confirmed in the way specified by the Bank.
  - a daily limit of cash withdrawals from the Bank Account made with a Card or a daily limit of card transactions charged to the Bank Account.
  - a daily/amount limit for a single Instruction carried out via Electronic Access Channels.

The information on the value of the amounts and limits specified above can be obtained in the Bank Units, on the Bank's Website, in the PL@net System and through the Consultant Service.

- Instructions which require exchange of currencies are carried out after Currency Conversion.
- In the event an incorrect posting is made in the Account, the Bank reserves the right to adjust such a posting without having to obtain the Account Holder's consent, and if the 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 from the receivables due to the Account Holder from the Bank under the Account Agreement.
- In the event the currency of an incoming transfer amount is different from the currency of the Account indicated in the incoming transfer order, the Bank shall credit the Account which is held in the same currency as the incoming transfer.
- In the event the Account Holder does not hold an Account in the currency of the incoming transfer, the Bank shall notify the Account Holder of the fact as soon as the transfer is received. The funds received with an incoming transfer shall bear no interest. With regard to such funds, the Account Holder may instruct the Bank to:
  - convert the funds put at its disposal and credit the Account held in a respective currency with the amount obtained after the Currency Conversion; or
  - make a cash withdrawal of the funds put at his/her disposal.

#### 14. Acceptable types of Instructions

The following types of Instructions are acceptable by the Bank:

- in writing – made in the Bank Unit, prepared on an appropriate form named accordingly as per the type of Instruction; or
- verbally – in the Bank Unit, in the case of cash deposits/withdrawals and Term Deposits opening/breaking; or
- electronically – via Electronic Access Channels.

#### 15. Settlement of Instructions

- Settlements made by the Bank may be carried out both in cash and in the non-cash form, unless otherwise provided in the Regulations.
- Cash settlements are carried out in the Bank Units by crediting the beneficiary's bank account with the amount due and debiting this amount from the bank account of the Account Holder.
- Non-cash settlements are carried out by way of:
  - transfer order; or
  - direct debit; or
  - Card.

#### 16. Transfer Orders

- When effecting a transfer order, the Bank shall debit the Account Holder's Account with the amount specified in the Instruction and credit the account of the transfer's beneficiary with the amount.
- Transfer order received by the Bank may be cancelled no later than the moment the Account of the Account Holder is debited with the transfer order amount.
- Transfer order confirmed by the Bank at the Account Holder's or Proxy's request may not be cancelled.

#### 17. Standing Orders

- Transfer orders can be made in the form of a standing order.
- To make a standing order, the Account Holder shall proceed as follows:
  - submit a relevant form duly filled in and signed to the Bank Unit, or
  - submit, through the Pl@net system, a duly completed form available in the Pl@net system, or
  - contact the Consultant Service and provide the information required by the Bank's employee and follow the instructions.
- Standing orders may be issued for a definite or indefinite period.
- Standing orders may:
  - specify a fixed amount to remain the same over the entire term of the standing order; or
  - provide detailed bases to calculate the standing order amount by the Bank; or
  - specify no amount of the Order at all.
- The Bank shall effect standing orders without the amount specified therein based on and after receipt of the documents, which make the basis for carrying out a respective standing order, from the Account Holder or an entity specified by the Account Holder. The Bank should be provided with such documents within the time allowing the Bank to effect a standing order when expected. Moreover, the documents should specify an exact amount to be transferred and the beneficiary's bank account number in the NRB format.
- If the date specified as a standing order execution date does not fall on a Business Day, the Bank shall effect the standing order on a Business Day directly preceding the indicated date.
- To allow the Bank to carry out the standing order, the Account Holder is obliged to ensure sufficient funds in the Account as at the end of a Business Day directly preceding the date of the standing order execution.

#### 18. Direct Debit

The Bank accepts and effects direct debits in accordance with the applicable law provisions.

#### 19. Card

- The Card allows the User, until expiry date specified on the card, to carry out Instructions to debit the Account.
- Detailed rules regarding Card issuance and use have been provided in separate agreements and regulations issued by the Bank.

#### 20. Carrying out Incoming Transfers and Outgoing Transactions (transfer, money order)

- The Bank shall credit the Bank Account with the cash payment or incoming transfer amount once it is made by a payer or received from the originator's bank. The Bank Account shall be credited no later than on the next Business Day, unless the content of such an incoming transfer or a cash payment instruction shows a later date.
- Depending on the date when the Instruction is delivered to the Bank:
  - in the period until 1 January 2012:
    - outgoing payment transactions in PLN ordered to domestic banks are executed at the latest:
      - by the end of the next Business Day following the Bank's receipt of the payment order submitted electronically,
      - by the end of the second Business Day following the Bank's receipt of the order submitted on paper;

- outgoing payment transactions in EUR, PLN ordered at the Bank to another European Union member state and the European Economic Area country, and outgoing payment transactions in EUR ordered to domestic banks are executed at the latest:
    - by the end of the third Business Day following the receipt of a payment order submitted electronically,
    - by the end of the fourth Business Day following the Bank's receipt of a payment order submitted on paper;
- starting from 2 January 2012, outgoing payment transactions ordered in EUR or PLN to another European Union member state and the European Economic Area country or to domestic banks are executed at the latest:
    - by the end of the next Business Day following the Bank's receipt of a payment order submitted electronically,
    - by the end of the second Business Day following the Bank's receipt of a payment order submitted on paper.
- Outgoing payment transactions in currencies of European Union member states other than EUR or PLN, ordered to another EU member state and the European Economic Area country or to domestic banks, are executed at the latest by the end of the fourth Business Day following the Bank's receipt of a payment order.
  - Other outgoing payment transactions are executed at the latest by the end of the sixth Business Day following the Bank's receipt of a payment order.
  - Execution of an outgoing payment transaction means crediting the payment account of the transfer/ money order beneficiary's bank.
  - The receipt of a payment order is the moment of its delivery to the Bank on a Business Day by the hour specified by the Bank in a relevant communication published in Branches and on its website [www.bnpparibas.pl](http://www.bnpparibas.pl). An Instruction submitted after the lapse of the hour indicated is considered submitted on the first subsequent Business Day

Authorised Debit Balance

#### 21. Conditions for Authorised Debit Balance

- Conditions for granting Authorised Debit Balance (limit, interest rate) are defined in the Account Agreement.
- Authorised Debit Balance is revolving in nature and entitles the Account Holder to give cash and non-cash instructions debiting the Personal Account up to the Authorised Debit Balance amount, even if the Personal Account balance is insufficient to cover such instructions. Each payment made to the Personal Account increases the balance of funds available under the Authorised Debit Balance granted, by the sum paid into the account.
- Each year the Bank shall automatically prolong the settlement period of the Authorised Debit Balance for the next 12 months on the existing conditions. The Bank shall not prolong the settlement period of the Authorised Debit Balance for one of the following reasons:
  - the Account Holder did not ensure the required payments into the Account;
  - Unauthorised Debit Balance occurred;
  - the Account Holder defaulted in payment of any amounts due to the Bank;
  - the Bank ceased granting Authorised Debit Balance to Individual Customers.
- Signing an Annex to the Account Agreement is not required for automatic prolongation of the settlement period of the Authorised Debit Balance.
- The settlement period of the Authorised Debit Balance shall not be prolonged if the Account Holder informs the Bank in writing, seven (7) days prior to the expiry of the settlement period at the latest, that he/she no longer wishes to use the Authorised Debit Balance.
- Should the Bank refuse to prolong the Authorised Debit Balance, the settlement period shall not be prolonged and the Account Holder shall be notified by the Bank of the Bank's refusal 7 days prior to the expiry of the settlement period at the latest.
- Interest on Authorised Debit Balance shall be charged against free cash flow on the Personal Account on the second Business Day of each month for the preceding month, and against first payments into the Personal Account in case of insufficient balance of funds in the account.

Electronic Access Channels

#### 22. Types of Electronic Access Channels

- The Bank allows the User to access information on the Account and make Instructions regarding the Account via Electronic Access Channels, including:
  - Pl@net system, or
  - Call Center, or
  - Cards.
- The Bank authorises the User to access the Pl@net system, MultiCash system and the Call Center upon signing the Bank Account Agreement by the Account Holder. The Bank shall grant the Card to the User upon signing an agreement on 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 Bank's Website and through the Call Center.
- The Pl@net system and the Call Centre services can be used by the User upon their activation by the Account Holder.
- In order to activate:

- Pl@net system - the Account Holder should connect to the Bank's Website and follow the instructions provided therein or file a request for activation in the Bank Unit;
  - Call Centre:
    - within the scope which enables the User to obtain the information on the Bank Account - the Account Holder should call the Consultant Service and follow the instructions provided by the Bank's employee; or
    - within the scope which enables the User to obtain the information on the Bank Account and administer the Bank Account - the Account Holder should file a relevant request in the Bank Unit.
- To deactivate an Electronic Access Channel, the Account Holder shall make a relevant written request in the Bank Unit.
  - The types of Instructions the User can make are limited to the available functionality of Electronic Access Channels. Information on functionality of Electronic Access Channels is available in the Bank Units, on the Bank's Website or through the Call Center.
  - The Bank provides the User with access to Electronic Access Channels 24 hours a day, 7 days a week. 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.

#### 23. Functionality and Technical Requirements

- The Pl@net system allows Users, with respect to all Accounts of the Account Holder held in the Bank, in particular to:
  - have access to information on the Account, Cards and transactions made by means of such Cards, commissions and fees charged by the Bank as well as Instructions made,
  - make and cancel such Instructions as transfer orders, opening or breaking Term Deposits,
  - make Instructions to acquire, convert or redeem the investment fund units/titles,
  - apply for the products currently offered by the Bank,
  - exchange mail with the Bank.The Account Holder may limit, within the scope determined by the Bank, his/her access or another User's access to the above specified services.
- With respect to all Bank Accounts held by the Account Holder, the Call Center enables the User to perform, in particular, the following actions:
  - access the information with respect to the Account and Instructions made (through the Bank-o-phone and Consultant Service);
  - make such Instructions as transfer orders (through Consultant Service), open or break Term Deposits (through the Bank-o-phone and Consultant Service);
  - define beneficiaries of transfer orders (through Consultant Service), make Instructions for their benefit (through the Bank-o-phone and Consultant Service);
  - access the information on Cards and other products the Bank offers to the Account Holder (through the Bank-o-phone and Consultant Service);
  - change daily card transaction limits (through Consultant Service);
  - have a stop or hold put on the Card (through Consultant Service);
  - activate a Card (through Consultant Service);
  - order confirmation of Instructions made (through Consultant Service).The Account Holder may limit, within the scope determined by the Bank, his/her access or another User's access to the above specified services.
- Proper operation of the Pl@net system requires the User to ensure that the computer and software is in good working order and:
  - connected to Internet,
  - equipped with the internet browser enabling the use of SSL 3.0 128-bit protocol.
- The Bank may change technical/hardware requirements for the equipment necessary to ensure proper operation of the Pl@net system.

#### 24. Security rules

- Any information the disclosure of which could make the Bank, while identifying the User or authorising Instructions he/she makes via the Electronic Access Channels, recognise another person as the User based on correct information provided by that person as required for such identification or authorisation, in particular the password, PIN code, SMS (text message) code or a private key, shall be kept secret by the User.
- The User is obliged to follow security rules set forth by the Bank. In particular, the User is obliged to maintain the proper security level of the computer s/he uses to access Electronic Access Channels; in particular, the User shall:
  - use original software only and apply a means of security recommended by the producer of such software,
  - make regular updates of operational system and the Internet browser recommended by the Bank,
  - use anti-virus programs and update them on a regular basis.Besides, the User is obliged to exercise due diligence when logging in and out from the system in order to secure Instructions made through Electronic Access Channels, including, in particular, preserving secrecy of the information referred to in item 1 likewise checking whether the connection made has been encrypted.
- Security rules have been described in detail on the Bank's Website; they are also available in the Bank Units or

through the Call Center. By entering into the relevant agreement, which provides for an option to use Electronic Access Channels, the User confirms that s/he has known security rules set by the Bank and adopted them for use.

- To preserve the security of the transactions made, the Bank additionally informs that the Bank neither shall request customers to provide their passwords via e-mail nor send electronically any website links with a request to log on.
- In the event when the above information and, in particular: the password, PIN code, SMS (text message) code or a private key has been lost, stolen, copied or disclosed to an unauthorised person, or if there is a suspicion that such a situation has occurred, the User shall immediately change the password or PIN code accordingly, or instruct the Bank to prevent (block) a further use of the respective Electronic Access Channel.
- 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 the selected data carrier.

## 25. User Identification

- The User obtains access to the Account through an Electronic Access Channel upon identification the Bank performs electronically in the manner appropriate for a given Electronic Access Channel.
- In particular, the Bank identifies the User or authorises Instruction he/she makes by means of an identification code, password, SMS (text message) code, private key 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 which are:
  - 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, and
  - forwarded to the User by the Bank on a current basis through the Electronic Channel the User wants 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.
- If the User identification is unsuccessful three times running, to secure the funds deposited on the User's Account, the Bank reserves the right to put a hold on the User's Account through a respective Electronic Access Channel.
- 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 Center and follow the instructions given by the Bank.
- The Bank may take extra safety measures, not mentioned in the Regulations, to prevent unauthorised individuals from using Electronic Access Channels.

## 26. Securing and Saving Instructions

All Instructions made through the Electronic Access Channels are duly saved, secured and stored by the Bank in a manner the Bank deems appropriate.

Commissions and Fees

## 27. Table of Commissions and Fees

- For maintenance of the Account, the Bank shall charge commissions and fees as specified in the Table of Commissions and Fees.
- Commissions and fees are charged to the Account. Commissions and fees denominated in the currency other than the currency of the debited Account are converted at mid-rate announced by the National Bank of Poland on the day preceding the day the Account is charged with such a commission or fee.
- The information on commissions and fees applied by the Bank can be obtained in the Bank Units, on the Bank's Website or through the Call Center.
- 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:
  - change of costs the Bank must incur to perform actions provided for in the Regulations, including the costs of electricity, telecommunications/television information connections;
  - change of the extent, manner or form of performing an action to which a given commission or fee is applicable;
  - necessity to adjust the level of commissions and fees to competitive offers;
  - change of legal provisions which affect the Bank's operations or the increase of costs the Bank incurs in connection with its operations specified in the Regulations;
  - 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.
- The Account Holder may be notified of changes made in the Table of Commissions and Fees in particular via e-mail.
- 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.

Final Provisions

## 28. Statements of Account

- Upon the request of the Account Holder who uses the PL@net system, the Statements of Account required under the Civil Code are provided by the Bank free of charge.
- The Statements of Account are forwarded according to the Declaration regarding the manner of receiving account statements.
- Should the Account Holder select the option to collect statements in person in the Bank Unit, the Account Holder shall collect them no later than on the 20th day of each month following the month covered by the statement.
- At the Account Holder's written request, the Bank Unit maintaining the Account makes the copies of the Statements of this Account.

## 29. Change of Personal Data of the Account Holder

The Account Holder shall notify the Bank of any changes of data s/he provided the Bank with upon concluding the Account Agreement.

## 30. Rules of Making and Processing Complaints

- The Account Holder may make complaints verbally, in writing, in person, on the phone or via e-mail in any Bank Unit, within 14 days from the day when he/she could potentially get to know about an irregularity occurrence.
- Complaints shall include all the information that might help process them, likewise copies of the documents which refer to actions complained about and specify the grounds for filing the complaint.
- 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.
- Complaints shall be processed by the Bank within 30 Business Days counting of the Business Day after the complaint lodging date.

## 31. Personal data protection

As provided in the Personal Data Protection Act of 29 August 1997 (Journal of Laws of 2002, No. 101, item 926, as amended), the Bank informs you that:

- personal data of the Account Holder may be processed with respect to the scope of services provided by the Bank and used for purposes related to the Bank's activity;
- the Account Holder may access personal data s/he agreed to disclose to the Bank, correct it and object to the processing of such data.

## 32. Disclosure clauses

The Bank informs the Account Holder that:

- The Bank may render the data about payment obligations arisen under agreements related to performing banking actions, available to Economic Information Bureaus operating under the Act of 9 April 2010 on Disclosure of Economic Information and Exchange of Economic Information (Journal of Laws No. 81, item 530), based on requests filed by such bureaus and to the extent specified therein.
- In order to undertake any necessary actions related to the conclusion and performance of the Account Agreement and in order to satisfy any reasonable needs of the Bank related to performing banking actions, the data provided by the Account Holder may be disclosed, under Article 105, item 4 of the Banking Law - to Biuro Informacji Kredytowej SA (Credit Information Bureau) with its registered office in Warsaw.

## 33. Authorisation

The Account Holder authorises the Bank to debit Accounts maintained in his/her favour, selected at the Bank's discretion, with amounts necessary to cover the Bank's receivables due from the Account Holder, without the Account Holder's additional Instructions.

## 34. Unauthorised Debit Balance

- Any Unauthorised Debit Balance must be immediately repaid by the Account Holder.
- The Bank reserves the right to demand interest on any Unauthorised Debit Balance for the period starting from the day the debit balance occurred until the day preceding the repayment; the interest shall be calculated at the maximum interest rate stipulated in the Civil Code Act dated 23 April 1964 (Journal of Laws of 1964, No. 16, item 93 as amended).
- Interest accrued on the Unauthorised Debit Balance amount may be charged by the Bank to any Account held by the Account Holder, without separate Instructions of the Account Holder.

## 35. Limitation of Bank Liability

The Bank shall not be held liable for any damage which might occur, if the Instructions are made in an inappropriate manner, contain errors or are incomplete.

## 36. Non-Assignment Clause

The Account receivables may not be assigned to any third party without a prior written consent of the Bank.

Amendments to the Regulations

## 37. Regulations Amendment Conditions

- The Bank may unilaterally amend the Regulations exclusively for significant reasons, including:
  - introduction of the new functional, organisational or technical solutions by the Bank,
  - the new banking products introduced or existing products modified by the Bank,
  - modification of the Bank's IT system used by the Bank to provide services specified in the Regulations,
  - changes in the scope, manner and form of providing services specified in the Regulations,
  - changes in the Bank's financial policy;
  - change of legal provisions which affect the Bank's operations or the increase of costs the Bank incurs in connection with its operations specified in the Regulations,
- The Account Holder may be notified of amendments to the Regulations particularly by electronic means.
- The Account Holder, within 14 days of the day s/he has received the notice about amendments to the Regulations, may give notice of termination of the Account Agreement; otherwise, the amendments shall be deemed accepted by the Account Holder and become effective.

Amendment, Termination and Expiry of Agreement

## 38. Amendments to Account Agreements

To be valid, any amendments to the Bank Account Agreement must be made in writing.

## 39. Account Agreement Termination by Account Holder

- The Account Holder may terminate the Account Agreement any time upon one-month notice.
- A notice of termination of the Account Agreement should be made in writing; otherwise it shall have no effect for the Bank, subject to item 3.
- If the Personal Account is moved to another bank, a notice of termination should be made in writing.
- For Term Deposit Accounts opened by the Account Holder, the 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).
- Upon the Account Agreement termination or expiry, the funds deposited on the Account shall be rendered available to the Account Holder. They shall bear no further interest.

## 40. Account Agreement Termination by Bank

- The Bank may terminate the Account Agreement upon one-month notice for important reasons, in particular when:
  - the information provided by the Account Holder, and required by the Bank to open and maintain the Account, is false;
  - the Account Holder fails to comply with the provisions of the Regulations or the Account Agreement;
  - the Account Holder's conduct disrupts customer services rendered to other Customers or poses danger to other Customers or the Bank's employees;
  - the Account Holder committed an offence or used the Bank Account not in conformity with the Law;
  - the Account Holder, on whose Bank Account the Bank puts a hold, fails to remove irregularities, which resulted in putting such a hold, within the timeframe set in a written notice the Bank sent to the Account Holder;
  - 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;
  - the Account Holder failed to provide the Bank with any information or documents required for the application of the financial security measures by the Bank, stipulated in Article 8b of the Act of 16 November 2000 on Anti-Money Laundering and Counter-Terrorism Financing;
  - the risk related to the Account Holder has been negatively assessed within the meaning of Article 8b of the Act of 16 November 2000 on Anti-Money Laundering and Counter-Terrorism Financing;
- For Term Deposit Accounts opened by the Account Holder, the 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).
- Once the period of notice of termination of the Account Agreement elapses, the funds deposited on the Account shall be put to the Account Holder's disposal. They shall bear no further interest.

## 41. Account Agreement Termination Date

The Account Agreement shall be terminated upon:

- lapse of the period of termination notice,
- when the Bank has received reliable information on the death of the Account Holder or one of the Joint Account Holders.