



Regulations regarding Universal Accounts for Corporate and Transaction Banking Business Line

I. General Provisions

§1 Application Scope of the Regulations

- The Regulations establish the conditions on which the Bank maintains Accounts for Customers, provides Electronic Banking Services and concludes Transactions. Enclosures to the Regulations constitute an integral part hereof.
- The Bank maintains, after concluding relevant agreements and on the basis thereof, the following customer accounts:
 - Current Accounts;
 - Auxiliary Accounts;
 - Special Funds Accounts;
 - Term Deposit Accounts;
 - Payroll Accounts;
 - Foreign Currency (FC) Accounts;
 - Trust Accounts.
- The Bank provides Customers with Electronic Banking Services which specifically include Cards, the PI@net Systems, MultiCash System or the Call Centre.
- The Bank's Customers can conclude Transactions and negotiate Term Deposits over the phone, provided that terms and conditions stipulated in the Agreement and the Regulations have been fulfilled.
- The Bank's Account Holders can conclude Transactions using the BiznesPI@net System. For a Transaction to be concluded in the above manner, the BiznesPI@net System must be made available to the Customer on the basis of a relevant request submitted by the Account Holder.

§2 Definitions

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

- Bank - BNP Paribas Bank Polska SA with its registered office in Warsaw, at ul. Suwak 3, 02-676 Warsaw, 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, under no. KRS 6421;
- 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 within the Call Centre, operating based on the pre-recorded voice messages; once the connection with the Bank-o-phone is established, 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 making Instructions;
- 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;
- Instruction - an order given to the Bank by the Account Holder/Proxy - made in the way provided for in the Regulations or in the Account Agreement - to make settlements specified therein, 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.
- Settlement Date - a Business Day when a Transaction is executed (settled);
- Transaction Conclusion Date - a Business Day when a Transaction is concluded;
- Electronic Access Channels - technical and functional solutions provided by the Bank, which enable the User to access his/her 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 can be obtained in the Bank Units, on the Bank's Website or through the Call Centre;
- IBAN - the International Bank Account Number used in cross-border settlements with banks based in the European Union member states, Iceland, Lichtenstein and Norway;
- Card - a payment card issued by the Bank to the Account;
- Bank Unit - the Bank's branch, sub-branch or agency unit, or a Business Centre or a relevant, separated department that concludes Transactions;
- Signature Specimen Card (SSC) - a document that includes personal data and the Account Holder's or Proxy's signature specimen;
- Personal Data Form (PDF) - a document that specifies personal data of all persons duly authorised to administer the Account or funds deposited on the Account;
- Customer - an entity that is not a consumer within the meaning of the provisions of the Civil Code Act of 23 April 1964 (Journal of Laws, No. 16, item 93, as amended);
- Buyer/ Seller - shall mean, depending on the circumstances, the Bank or the Customer;
- Cross Rate - an FX rate applied by the Bank to exchange one Convertible 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 Polish zloty (PLN) amount is exchanged into a target Convertible Currency at a sale rate applied by the Bank; while entering into a Transaction, the Bank and the Customer negotiate an FX rate to exchange one Currency into another and determine this rate in Transaction Terms;
- Exchange Rate - shall mean a Settlement Currency exchange rate, as determined in Transaction Terms, at which the Transaction Currency is either sold or bought by the Customer;
- Notional Amount - shall mean an amount, denominated in the Transaction Currency, sold to the Buyer by the Seller;
- Term Deposit - funds in PLN or a Convertible Currency, deposited for a specified period in the Term Deposit Account appropriate for a given currency;
- 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;
- NRB - the Bank Account Number (abbreviation of Polish: Numer Rachunku Bankowego) used in domestic settlements;
- Maximum Interest - maximum interest stipulated in the Civil Code Act dated 23 April 1964 (Journal of Laws of 1964, No. 16, item 93 as amended).
- Power of Attorney - a document that specifies the scope of authorisation granted to a Proxy as regards the Accounts of the Accounts Holder or Transactions, and includes the Proxy's personal data and signature specimen;
- Proxy - an individual (natural person) approved by the Bank, having full capacity to perform acts in law, authorised by the Account Holder to administer his/her Account or conclude Transactions;
- 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;
- Trustee - a Trust Account Holder;
- Banking Law Act - the Banking Law Act dated 29 August 1997 (Journal of Laws of 2002, No. 72 item 665, as amended);
- Cross-border Transfer - a transfer or cash payment made in the Bank to a beneficiary's account held in the European Union member state, Iceland, Lichtenstein and Norway;
- International Transfer - a transfer or cash payment made in the Bank to a beneficiary's account held in a country other than the European Union member state, Iceland, Lichtenstein and Norway;
- Currency Conversion - Foreign Currency exchange made by the Bank and upon its consent at the Bank's buy/sell rate applicable the moment the Bank proceeds to carry out an Instruction, or, at the Cross Rate in the case one Convertible Currency is exchanged into another Convertible Currency; FX rates applied by the Bank can be obtained in the Bank Units, on the Bank's Website and through the MultiCash System or Consultant Service; this definition does not apply to Transaction conclusion;
- Account - Current Account, Special Funds Account, Auxiliary Account, Term Deposit Account, Escrow Account, Foreign Currency Account or other bank account, opened by the Bank for the Account Holder upon the relevant Account Agreement;
- Current Account - a settlement account within the meaning of the Banking Law, opened to make any settlements connected with the Account Holder's activity, including Transaction settlements;
- Auxiliary Account - a Current Account earmarked for making settlements connected with the Account Holder's activity.
- 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;
- Term Deposit Account - a term deposit account within the meaning of the Banking Law, used for Term Deposits only;
- Escrow Account - an escrow account within the meaning of the Banking Law;
- Foreign Currency (FC) Account - an Account designated to accumulate funds in Convertible Currencies, payable on demand, and to make cash settlements, including Transaction settlements;
- Payroll Account - an Auxiliary Account earmarked for remuneration transfers.
- Regulations - these Regulations regarding Universal Accounts for Corporate and Transaction Banking Business Line;
- Consultant Service - the Bank's telephone service, a part of the Call Centre, operated by the Bank's employee; the connection with the Consultant Service is established through the Bank-o-phone;
- Website - the Bank's Internet site: www.bnpparibas.pl;
- PI@net Systems - the Internet banking system provided by the Bank, which comprises the PI@net System and the BiznesPI@net System;
- MultiCash System - an electronic banking system consisting of a set of telecommunication and IT devices and appropriate software, which allows the User to administer his/her Accounts;
- Table of Commissions and Fees - a document indicated in the Account Agreement that includes a list of commissions and fees charged to the Account Holder and the rules of their calculation and deduction;
- Order Validity Deadline - shall mean an hour not earlier than 9.00 a.m. and not later than 5.00 p.m. of the official time binding for the territory of Poland (Warsaw time) on the Business Day indicated by the Customer in an Order, by which an exchange rate for the Settlement Currency at which the Bank would agree to conclude a Transaction with this Customer in the manner described in the Master Agreement, should reach the value equal to the Exchange Rate indicated by the Customer. The Order Validity Deadline shall not fall later than on 30th (thirtieth) calendar day from the date of placing the Order.
- Transaction - a transaction whereby the Seller shall sell the Transaction Amount to the Buyer, while the Buyer shall buy it for the amount that is equivalent to the Transaction Amount denominated in the Settlement Currency, calculated at the Exchange Rate. A Settlement Date of the Transaction is its conclusion date. The Transaction is not an Instruction in the understanding of the Regulations.
- Account Agreement - a bank account agreement or a universal bank account agreement, under which the Bank maintains a respective Account in favour of the Account Holder;
- Electronic Banking Services - electronic banking services within the meaning of the Electronic Payment

Instruments Act of 12 September 2002 (Journal of Laws of 2002, No. 169, item 1385, as amended);

51. User – the Account Holder granted 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 access to the Account via the selected Electronic Access Channel;
52. Settlement Currency - a currency in which the Buyer pays for the Notional Amount;
53. Currency - a currency in which the Notional Amount is denominated;
54. Transaction Terms - the terms, agreed upon by the Parties while a relevant Transaction's conclusion, on which the Transaction has been concluded;
55. Convertible Currency (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;
56. Order – a transaction with the following features: it is concluded under a condition precedent that an exchange rate for the Settlement Currency at which the Bank would agree to conclude with a given Customer a Transaction in the manner specified in the Master Agreement, at the Order Validity Deadline, reaches the value equal to the Exchange Rate indicated by the Customer. At the moment of its execution, an Order becomes a Transaction.
57. Polish zloty (PLN) – a legal tender on the territory of the Republic of Poland.

§3 Power of Attorney

1. The manner and scope in which the Proxy may use the Account is specified in the respective power of attorney granted to the Proxy; however, the Proxy may not:
 - a) change or terminate the Account Agreement,
 - b) give further powers of attorney,
 - c) apply for issuing a Card,
 - d) enter into Transactions,
 - e) open Term Deposits over the phone, unless the Power of Attorney provides otherwise.
2. The Proxy may administer funds accumulated on the Account within the limit of the Available Balance, unless the Power of Attorney provides otherwise.
3. Information on the maximum allowable number of Proxies to one Account can be obtained in the Bank Units and through the Consultant Service.
4. 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 first of all, unless it is impossible or hindered due to technical reasons (especially a failure or system malfunction).
5. Power of Attorney should be made in writing, otherwise it shall be deemed null and void. If the Power of Attorney has not been made on a bank form in the presence of the Bank's employee, the Account Holder's signature in the Power of Attorney document shall be notarised.
6. Proxy's signature specimen should be affixed in the presence of an Account Holder, in the space provided for this purpose on the Power of Attorney form provided by the Bank.
7. The Bank may refuse to execute 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.
8. 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 Signature Specimen Card

1. To each Account maintained by the Bank in favour of the Account Holder, the Bank keeps a Signature Specimen Card(s).
2. In the Signature Specimen Card, the Account Holder shall put, in the presence of the Bank's employee, his/her signature specimen to be appended when giving written Instructions.
3. The Account Holder submits signed and correctly completed Personal Data Form to the Bank.
4. 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 signature specimen in the Signature Specimen Card or in the Power of Attorney. The Bank may refuse to effect Instructions which contain a signature inconsistent with the signature specimen affixed in the Signature Specimen Card or in the Power of Attorney.

5. 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 Signature Specimen Card or instead of it.

II. Account Interest Rate

§5 Interest Rate

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 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.
3. Calculation of interest on the funds deposited in the Account is based on a 365-day year.
4. Interest calculated on the funds accumulated on the Account, with the exception of a Foreign Currency Account and Term Deposit Account, are 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 date.
5. Interest calculated on the funds accumulated on a Foreign Currency Account are capitalised on 30 June each year, and if such a day is not a Business Day, then on the next Business Day following that date.
6. 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.
7. In the event a variable interest rate, not based on the published base rate (e.g. WIBOR, LIBOR or EURIBOR), is applied, the Bank may unilaterally change the interest rate for the funds deposited in the Account, should at least one of the following circumstances occur since the last change of the Account interest rate:
 - a) change of the lombard loan interest rate established by the National Bank of Poland, by at least 0.1%;
 - b) change of the bill of exchange rediscount rate as established by the National Bank of Poland, by at least 0.1%;
 - c) change in the reference rate announced by the National Bank of Poland, by at least 0.1%;
 - d) change in the YOY inflation rate announced by the Central Statistical Office, by at least 1%;
 - e) change in the interest rate of one-month deposits on the interbank market, by at least 0.1%;
 - f) change in the rate of mandatory reserve determined by the National Bank of Poland;
 - g) change in the market yield of 1Y Treasury bills by at least 0.1%;
 - h) change of the market yield of the State Treasury Bonds by at least 0.1%;
 - i) however, the change should be understood as the change in value of a given parameter as at the end of the Business Day in comparison to the value of the same parameter as at the end of any Business Day in the preceding three months.
8. The Account Holder will be notified of interest rate changes, and the notification may in particular be made by electronic channels.
9. 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.
10. 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.
11. Information on the current interest rate of funds deposited in the Bank Account can be obtained in the Bank Units, on the Bank's Website or through the Call Centre.

III. Term deposits

§6 Term Deposit Acceptance Conditions

1. The Account Holder may open Term Deposits in the Bank upon concluding of and on the basis of a Term Deposit Agreement, and in the case of Term Deposits negotiated individually with the Bank upon concluding of and under terms specified in, a separate agreement. Following the conclusion of the relevant Account Agreement, the Account Holder may also make an over-the-phone Instruction to open a Term Deposit under terms and conditions negotiated individually with a relevant Bank Unit.

2. The Bank opens specific Term Deposits on the Term Deposit Account upon the relevant Instruction submitted by the Account Holder.
3. In order to open a Term Deposit over the phone, under terms and conditions negotiated individually with a relevant Bank Unit, the Account Holder shall contact, at the provided telephone number, the Bank's employee authorised to conclude Transactions and open Term Deposits. The Bank identifies the Customer in a manner and according to the rules applied when concluding a Transaction. Opening a Term Deposit in the above manner is confirmed in the statement.
4. 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 opening a Term Deposit. 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 courts of law, held to resolve potential disputes in connection with the Instructions made over the phone.
5. The Term Deposit Instruction should, in particular, specify as follows:
 - a) Term Deposit type selected from the types of deposits currently available in the Bank;
 - b) Term Deposit maturity period selected from periods currently offered by the Bank;
 - c) Term Deposit amount and currency; however, in the case of Term Deposits opened over the phone, the minimum Term Deposit amount is PLN 1,000,000.00 or its equivalent in another currency, calculated according to the fixing of the National Bank of Poland binding on the Term Deposit opening date, unless the Bank, at its sole discretion, agrees to open a Term Deposit of 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 Term Deposits opened over the phone, their amount and accrued interest will be transferred to the Account from which the funds to a given Term Deposit originated;
 - e) interest rate (only in case of Term Deposits negotiated individually),
6. The Account Holder may decide how to dispose of 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.
7. 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.
8. 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.
9. The Bank shall each time confirm to the Account Holder that a Term Deposit was opened and specify the terms and conditions under which it was opened. The terms and conditions under which a Term Deposit was 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.
10. 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 Pl@net Systems and through the Call Centre.

§7 Types of Term Deposits

1. A Term Deposit may be either non-revolving or revolving.
2. 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.
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 roll-over date, however, if upon the roll-over date the Bank offers no Term Deposits of the same maturity dates, the Term Deposit principal together with interest accrued shall be put at the Account Holder's disposal.
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) put at the Account Holder's disposal, or
 - b) added to the rolled over Term Deposit amount.
5. Term Deposit amounts put at the Account Holder's disposal together with interest accrued shall no longer bear interest.

§8 Deposit Breach before its Maturity

1. The Account Holder may place an Instruction to withdraw the Term Deposit amount before the declared deposit maturity. A Term Deposit opened under terms and conditions negotiated individually with a relevant Bank Unit over the phone, may be broken in the same manner.
2. Breaking of 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) putting the Term Deposit principal together with interest accrued at the Account Holder's disposal; the said amount shall no longer bear interest.

§9 Automatic Overnight Deposit

1. The Bank may 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 opened this way 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 Current 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 Bank and Account Holder.
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 money cannot be lower than the threshold or minimum amount specified by the Bank, respectively.
6. The information on the current Automatic Overnight Deposit interest rate and currencies likewise the threshold amount agreed on with the Bank is available in the Bank Units, or through the Call Centre.

IV. Settlement Rules and Methods

§10 General Rules of Making and Carrying Out Instructions

1. The Account Holder may use the funds accumulated in his/her Account up to the Available Balance.
2. The Bank has the right to block transactions on the funds accumulated on the Account, when the Account was opened with the reservation that certain documents indicated by the Bank shall be submitted, and the Account Holder failed to submit these documents in the set time.
3. Domestic settlements shall be carried out by the Bank only when the Account number and the beneficiary's account number are provided in the NRB format. International and Cross-border transfers shall be carried out by the Bank in the International Bank Account Number (IBAN) format only.
4. The Bank shall not be held liable for any damage resulting from carrying out the Account Holder's Instructions, or the instruction whose beneficiary is the Account Holder, effected based on the bank account numbers in the NRB or IBAN format despite discrepancies between the beneficiary's name (company) or address and the bank account number specified in the Instruction.

5. The Bank may refuse to carry out the Instruction if:
 - a) it is against the law; or
 - b) the Account Holder failed to provide the Bank with information or documents necessary for the Bank to fulfil its obligations with respect to carrying out the Instruction; or
 - c) the funds deposited in the Account are insufficient to carry out the Instruction; or
 - d) there is a reasonable suspicion that the Instruction made is related to financing terrorist acts 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 when the Instruction is made.

6. The Bank has the right to set the maximum value of a single cash withdrawal from the Account which can be made without a prior notice to the Bank. The Bank has 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. The information on the above-mentioned amounts can be obtained in the Bank Units, on the Bank's Website or through the Consultant Service.
7. In the event the Account Holder intends to withdraw from the 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.
8. To secure the funds deposited with the Bank, the Bank has the right to specify the following:
 - a) the Instruction amount, which, when exceeded, requires the Bank to make additional actions to confirm that such an Instruction was submitted by the Account Holder; the Instruction is confirmed as specified by the Bank;
 - b) a daily limit for cash withdrawals from the Account using a Card or a daily limit for non-cash Card transactions debiting the Account;
 - c) a daily or amount limit for a single Instruction carried out via Electronic Access Channels.

Information on the value of the amounts and limits specified above is available in the Bank Units, on the Bank's Website, in the Pl@net Systems and via the Consultant Service.

9. Instructions which require exchange of currencies are carried out after a Currency Conversion.
10. 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.
11. 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.
12. 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 should immediately instruct the Bank to:
 - a) 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
 - b) make a cash withdrawal of the funds put at his/her disposal.

§11 Acceptable Types of Instructions

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 type of Instruction; or
- b) verbally – in the Bank Unit, in the case of cash deposits/withdrawals and Term Deposits opening/breaking; or
- c) electronically – via Electronic Access Channels, unless the Customer and the Bank agreed in the Account Agreement upon a different manner of submitting Instructions.

§12 Settlement of Instructions

1. Settlements made by the Bank may be carried out either in cash or in a non-cash form, unless other provisions of the Regulations provide otherwise.
2. Cash settlements are carried out in the Bank branches by crediting the indicated beneficiary's bank account with an appropriate amount.
3. Non-cash settlements are carried out by way of:
 - a) transfer orders; or
 - b) direct debits; or
 - c) Cards.

§13 Transfer Order

1. 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 this amount.
2. 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.
3. The transfer order confirmed by the Bank at the Account Holder's or Proxy's request may not be cancelled.

§14 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 Pl@net Systems, a duly completed form available in these Systems.
3. Standing orders may be issued for a definite or indefinite period.
4. A Standing Order Instruction shall specify the fixed amount to remain the same over the entire term of the standing order.
5. To allow the Bank to carry out the standing order on time, 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.
6. 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.

§15 Direct Debit

The Bank collects and effects direct debits according to the law.

§16 Card

1. The Card allows the User, until expiry date specified on the card, to carry out Instructions to debit the Account.
2. Detailed rules of issuing and using Cards have been provided in separate agreements and regulations issued by the Bank.

§17 General Principles for Carrying out Instructions

The provisions below shall apply subject to the provisions of § 17a.

1. The Bank shall carry out, without delay, the Instructions received, taking into account the following:
 - a) the manner and the date upon which the Instructions have been made, and
 - b) methods and dates of settlements applicable in the inter-bank settlement systems the Bank uses to carry out this kind of Instructions.
2. The Bank shall effect Instructions accepted only provided that the Available Balance allows for covering such Instructions.
3. The amount specified in the Instruction shall be charged to the Account on the day the Bank proceeds to effect it.
4. The performance of a credit transfer or money remittance Instruction means crediting the payment account of the credit transfer / money remittance beneficiary's bank.
5. The point in time of receipt of an Instruction 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. An Instruction submitted after the lapse of the hour indicated is considered submitted on the first subsequent Business Day.

§17a Detailed Execution Terms of Selected Credit Transfer or Money Remittance Instructions

1. Depending on the date when the Instruction is delivered to the Bank:
 - a) in the period until 1 January 2012:
 - (i) settlements 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 Instruction submitted electronically,
 - at the latest, by the end of the second Business Day following the Bank's receipt of the Instruction submitted on paper;
- (ii) Cross-border Transfers in EUR or PLN and settlements in EUR ordered to domestic banks, are executed:
- at the latest, by the end of the third Business Day following the Bank's receipt of the Instruction submitted electronically,
 - at the latest, by the end of the fourth Business Day following the Bank's receipt of the Instruction submitted on paper;

- b) effective 2 January 2012, transfers in EUR or PLN ordered to domestic banks, or Cross-border Transfers in EUR or PLN, are executed:
- at the latest, by the end of the next Business Day following the Bank's receipt of the Instruction submitted electronically,
 - at the latest, by the end of the second Business Day following the Bank's receipt of the Instruction submitted on paper.
2. Transfers in currencies of EU Member States other than EUR and PLN - cross-border transfers or the ones ordered to domestic banks, are executed at the latest by the end of the fourth Business Day after the point in time of receipt of the relevant Instruction by the Bank.
3. Other Instructions are executed at the latest by the end of the sixth Business Day after the point in time of receipt of the relevant Instruction by the Bank.
4. If a later Instruction execution date is indicated in the Instruction, the Bank will execute it at the date indicated. Detailed information on terms of executing Instructions is available in Bank Units and via the Call Centre.

§18 Incoming Transfers

The Bank shall credit the Account with the cash payment or incoming transfer amount once it is made by a payer or received from the originator's bank. The 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.

V. Conclusion and Settlement of Transactions

Transactions may be concluded over the phone or by electronic means using the BiznesPI@net System.

§19 Transaction Conclusion over the Phone

1. Transactions are concluded over the phone, provided that the Bank and the Customer sign a relevant Account Agreement. The Customer and the Bank grant their consent for the content of their telephone conversations pertaining to Transactions, and in particular to Transaction Terms, to be recorded 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 in connection with the Transactions.
2. In order to conclude a Transaction, the Customer shall contact, at the provided telephone number, the Bank's employee authorised to conclude Transactions over the phone. To identify the Customer, the Account Holder or his/her Proxy shall provide, at the request of the Bank's employee, information selected out of data indicated in the PDF, including a password and Customer number. The Bank shall identify the Customer solely on the basis of the above information. The Customer 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 Customer to conclude the Transaction.
3. The Transaction is concluded once the Customer and the Bank have made a unanimous declaration of will, to the effect that they accept the Transaction Terms. Unanimous declarations of will regarding the intention to conclude a Transaction are in particular made over the phone.
4. The Customer may conclude a Transaction with the Bank, if the Customer:
 - holds relevant accounts in the Transaction Currency and Settlement Currency; and
 - b) the Transaction Amount or its equivalent denominated in the Settlement Currency, calculated at the Exchange Rate, is not lower than PLN 50,000, unless the Bank agrees to enter into a Transaction for a lower amount; and
 - c) at the moment of agreeing on Transactions Terms, holds a sufficient amount of money in his/her Current Account or FC Account, denominated in Polish zlotys or a relevant Currency, to effect a Transaction on the Settlement Date; or collateral for the Transaction execution has been established by an ownership transfer of cash to the Bank, pursuant to Article 102 of

the Banking Law, in the amount required by the Bank; or funds in Polish zlotys or a relevant Currency have been blocked on the Current Account or FC Account, in the amount necessary to effect a Transaction on the Settlement Date.

however, the fulfilment by the Customer of the conditions precedent to the Transaction conclusion does not imply any obligation for the Bank or the Customer to conclude any Transaction.

5. In order to conclude a Transaction, the Customer shall, in each case, agree on at least significant Transaction Terms, to be chosen from the Transaction Amount, Transaction Currency, Settlement Currency, Exchange Rate or the Settlement Date.
6. The Bank shall confirm, without delay, the Transaction Terms to the Customer by sending a Transaction confirmation to the Customer or by making them available via the BiznesPI@net System. The Transaction, however, shall be deemed validly concluded irrespective of whether its Confirmation has been made or not. The Bank may send the Confirmation to the Customer in writing by facsimile, via electronic data transmission system, or in the form of an unsigned printout from the Bank's IT system, and, in each case, such a Confirmation will constitute a sufficient confirmation of the agreed Transaction Terms.

§ 20 Conclusion of Transactions or Making Instructions using the BiznesPI@net System

1. only the people indicated in the SSC or the Power of Attorney as Customer's representatives authorised to make Transactions via the BiznesPI@net System can be considered Users. Should the SSC change in this respect or the Power of Attorney be revoked, the Customer shall at the same time submit a separate instruction to the Bank to grant the User, or cancel, authorisation rights to make Transactions via the BiznesPI@net System;
2. Authorisation rights granted to the User to conclude Transactions via the BiznesPI@net System shall become effective when Users receive a confirmation of granting such authorisation rights;
3. The User will be identified by the Bank only by logging in the BiznesPI@net System using the authorisation method applied by the User. It is sufficient to conclude a Transaction in this manner.
4. For concluding Transactions or making Orders via the BiznesPI@net System it is indispensable that in the BiznesPI@net System, the Account Holder indicates those accounts out of Current Accounts, Auxiliary Accounts or Foreign Currency Accounts, on which Transactions for a given pair of currencies will be settled ("Deal on PI@net" section, "Settings" menu).
5. A Transaction may be concluded if at the moment of agreeing on the Transactions Terms, the Account Holder has cash funds sufficient for its execution on Settlement Accounts.
6. Transactions may be concluded and Orders made by the User only in such pairs of currencies in which Accounts to which the Account Holder has granted full authorisation rights to the User, are maintained.
7. Conclusion of a Transaction requires carrying out the following actions:
 - a) the User logs into the BiznesPI@net System, "Deal on PI@net" section, "Spot Transactions (Today)" menu, for a given currency pair, he/she fills in the fields indicated in the form as relevant for the Transaction and confirms them with the "Ask about Price" button;
 - b) the Bank presents the User an initial offer for purchase or sale of a specific Transaction Amount expressed in the Transaction Currency for the Settlement Currency. The rate presented to the User this way is a determination of initial Transaction Terms under which the Bank may conclude a given Transaction;
 - c) the User accepts the initial Transaction Terms presented by the Bank if he/she agrees to them;
 - d) the Bank confirms the will to conclude the Transaction under the Transaction Terms provided;
 - e) the User confirms the will to conclude the Transaction under the Transaction Terms provided.
8. Making an Order requires carrying out the following actions:
 - a) the User logs into the BiznesPI@net System, "Deal on PI@net" section, "Orders" menu, and for a given currency pair, he/she fills in the fields indicated in the form as relevant for the Order and confirms them;
 - b) the Bank accepts the Transaction Terms determined by the Customer in the Order;
 - c) the Customer confirms the will to conclude the Transaction under the Transaction Terms indicated in the Order;

d) the Bank confirms the will to conclude the Transaction under the Transaction Terms indicated in the Order.

9. Execution (settlement) of the Transaction made under the earlier placed Order shall be made on the Business Day on which (subject to §24 provisions), within the time range from 9.00 a.m. to 5.00 p.m. of the Warsaw time at the Order Validity Deadline, an exchange rate for the Settlement Currency at which the Bank would agree to conclude a Transaction with a given Customer in the manner specified in § 19 of the Regulations reaches the value equal to the Exchange Rate indicated by the Customer in the Order. This day will be the Settlement Date.
10. Confirmations of concluding Transactions and placing Orders are, at the Bank's discretion, made available to the User in the BiznesPI@net System, in a PDF format in the "Deal on PI@net" section, or delivered pursuant to the Account Agreement. Any reservations as to the content of the Transactions' confirmations received should be reported immediately. In any other cases, the Customer is authorised to lodge a complaint within 14 days from the date on which he/she received information about a possible irregularity. At the Bank's request, the complaint should be lodged in writing, otherwise the Bank may refuse to accept it. In a complaint, the Customer should include all the information that might help process it, likewise copies of documents which refer to an action being the subject of the complaint and which specify the grounds for complaint filing. The Customer is obliged to provide additional information or documents if, in the Bank's opinion, they are indispensable to consider the complaint. The Bank shall process complaints within 30 (thirty) Business Days. The above term does not include the period in which the Bank waits for documents or information to be provided by the Customer or third parties, if the Bank considers them indispensable to consider the complaint.

§ 21 Cancellation, Modification and Expiry of Orders Made through the BiznesPI@net System

1. The Customer may cancel an Order for which the Order Validity Deadline has not yet elapsed.
2. The Customer may change the terms of an Order for which the Order Validity Deadline has not elapsed or the Settlement Date has not come yet, within the following scope:
 - a) only the following Order features may be modified: Notional Amount, Exchange Rate and Order Validity Deadline.
 - b) Neither the currency pair indicated in the Order nor the agreement type (Purchase or Sale Agreement) may be changed.
3. An Order expires automatically in the case of (i) failure to reach, at the Order Validity Deadline, by the exchange rate at which the Bank would agree to conclude a Transaction with a given Customer in the manner specified in the Master Agreement, the value equal to the Exchange Rate indicated in the Order, likewise (ii) no sufficient cash funds on Accounts in BiznesPI@net are available to execute the Order by the Bank at the moment the exchange rate, at which the Bank would agree to conclude a Transaction with a given Customer in the manner specified in the Master Agreement, reaches the value equal to the Exchange Rate indicated in the Order.

§ 22 Withdrawal from Transaction or Order Execution

1. In the case of indicating by the Customer or the Bank, or accepting by the Bank the Transaction Terms for a Transaction or Order considerably differing, in the Bank's opinion, from the market terms applicable at the moment of concluding the Transaction or placing the Order, the Bank has the right to withdraw from the Transaction (including the Transaction executed under the earlier placed Order) or refuse to execute the Order (before the lapse of the Order Validity Deadline as well). The assessment whether the Transaction Terms considerably differ or not from the market terms is carried out by the Bank, in good faith, using as the reference basis the rates published on the day of concluding a given Transaction or placing a given Order by one of the following information agencies: Reuters and Bloomberg.
2. The Bank will immediately notify the Customer, in the manner specified in the Account Agreement, on withdrawal from the Transaction or refusal to execute the Order.

§ 23 Refusal to Execute an Order in Specific Situations

4. The Bank accepts Orders in good faith and executes them with due diligence, with the reservation that in the case of IT systems breakdowns (including the BiznesPI@net System), communication disruptions or failures, disruptions or breaks in power supply, extraordinary changes at the financial markets (including the ones leading to abrupt and short-term changes in the currency exchange rates), likewise other

fortuitous events, an Order may be not executed, even if the Transaction Terms indicated therein are satisfied.

§ 24 Cancellation of the Conclusion of Transactions or Making Instructions through the BiznesPI@netSystem

The Bank has the right to cut off the access to the Deal on PI@net section in the BiznesPI@net System, if the Customer has not concluded with the Bank any Transaction or Order within the subsequent 6 (six) months, and the Bank has informed the Customer, in the manner specified in the Account Agreement, about the intention to disable access to this section. After access to the Deal on PI@net section is disabled in the BiznesPI@net System, all the Orders existing at the cut-off moment shall be cancelled, unless the Customer and the Bank agree otherwise, pursuant to the rules stipulated in the Account Agreement.

§ 25 Transaction Settlement

- On each Settlement Day, the Customer shall ensure funds on his/her Current Account or FC Account denominated in a relevant Currency or Polish zlotys and in the amount sufficient to execute a given Transaction.
- Any amounts payable by the Bank to the Customer under a Transaction shall be paid by the Bank on the Settlement Date into a relevant Current Account or FC Account, accordingly. Any amounts payable by the Customer to the Bank under a Transaction shall be paid on the Settlement Date by debiting a relevant Current Account or FC Account, accordingly. The Bank shall indicate the number of a Transaction under which it executed the above operations.
- Should the Party to a Transaction fail to meet its obligation to make the payment arising under the Transaction, this Party shall, at the request of the other Party to the Transaction, at its discretion and at the date it indicates, pay the following:
 - Maximum Interest computed on the past-due amount for the period from its maturity until the date of its actual payment; or
 - the positive value of the difference between: the amount, which the Defaulting Party was obliged to pay on the Settlement Day under the Transaction, and (ii) the amount which the Defaulting Party would have been obliged to pay the Non-Defaulting Party under that Transaction, if the Settlement Day had fallen on the day indicated in the demand of the Party, increased by the Maximum Interest computed on the past-due amount for the period from its maturity until the date of its actual payment, computed using the relevant foreign exchange rate, or interest rate customarily applied by the Bank on that day.

VI. Electronic Access Channels

§ 26 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:
 - PI@net Systems;
 - MultiCash System;
 - Call Centre;
 - Card.
- The Bank authorises the User to access the PI@net Systems, MultiCash System and the Call Centre upon signing an Account Agreement by the Account Holder. The Bank grants 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 or through the Call Centre.
- The User may start using the PI@net Systems, MultiCash System and the Call Centre provided that the Account Holder has activated the above services. An additional condition for the MultiCash System is an installation of the MultiCash System software in the registered office of the Account Holder, upon its written request. The Bank submits and installs the MultiCash System software and updates it free of charge.
- In order to activate:
 - PI@net Systems – the Account Holder should submit a request for the system activation to any Bank Unit;
 - Call Centre – the Account Holder should submit a relevant request in any Bank Unit;
 - MultiCash System – the Account Holder should submit the request regarding the system installation and activation to any 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 can be obtained in the Bank Units, on the Bank's Website or through the Call Centre.

- The Bank provides the User with an 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.
- 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.

§ 27 Functionality and Technical Requirements

- With respect to all Accounts held by the Account Holder, the PI@net Systems enable the User to perform, in particular, the following actions:
 - access the 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 or cancel Instructions, including transfer orders, opening or breaking Term Deposits;
 - apply for products currently offered by the Bank;
 - submit Instructions regarding products offered by the Bank;
 - 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.

- Proper operation of the PI@net Systems requires the User to ensure that the computer and software is in good working order and:
 - that access to the Internet network is available, and
 - 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 PI@net Systems.

- The MultiCash System enables the User to carry out the following operations from the Account Holder's office:
 - receiving statements of indicated Accounts,
 - 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,
 - 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; and
 - 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),
 - submitting direct debits in domestic settlements.

The Account Holder may limit access, for itself or another User, to the services specified above.

- By means of the MultiCash System, the Bank accepts to effect 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 effects such Instructions with the date of their actual realisation.
- 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 realisation date, in accordance with the following scheme:
 - transfer orders in favour of Social Insurance Institutions,
 - transfer orders in favour of Tax Revenue Institutions,
 - direct debits,
 - other transfer orders.

The Bank may effect the transfer order Instructions in favour of the Social Security or Tax Office Institutions, which contain an error that makes correct identification of the Institution concerned impossible, if such an error allows effecting the Instruction in the Bank IT system. The Bank immediately informs the Customer about the errors in the transfer order Instruction by electronic means.

- 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.

- The User, after concluding the appropriate Agreement with the Bank and fulfilling conditions indicated therein may, by means of 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.
- The correct MultiCash System operation requires using the latest version of the software submitted by the Bank.
- With respect to all Accounts held by the Account Holder, the Call Centre 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),
 - open or break Term Deposits (through the Bank-o-phone and Consultant Service),
 - make transfer orders to the benefit of the predefined beneficiaries (through the Bank-o-phone),
 - access information on Cards and other products the Bank offers to the Account Holder (through the Bank-o-phone and 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, within the scope determined by the Bank, limit his/her access or another User's access to the services specified above.

§ 28 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, 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 he/she uses to access Electronic Access Channels; in particular, the User shall:
 - use original software only and apply means of security recommended by the producer of such software,
 - make regular updates of the operating system and the Internet browser recommended by the Bank,
 - use anti-virus programmes and update them on a regular basis.

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.

- Security rules have been described in detail on the Bank's 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.
- 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.
- In the event the above information, in particular: the password, PIN, 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 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 a selected data carrier.
- All Instructions and representations made through the Electronic Access Channels by a person the Bank identified through such Channels as the User, and properly authorised, shall be deemed made by the User and binding upon the Account Holder.

§ 29 User Identification

- The User obtains access to the Account through an Electronic Access Channel upon identification that 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 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:
 - specified in information materials furnished by the Bank through the Electronic Access Channel that the User intends to use. All information provided by the User and required by the Bank to identify the User must be consistent with information held by the Bank, and
 - provided to the User by the Bank on a current basis through the Electronic Access Channel that the User intends to use; all information provided by the User and required by the Bank to identify the User must be consistent with the information held by the Bank.
- 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 unblock an Electronic Access Channel blocked by the Bank, the Account Holder must contact the Bank Unit or the Consultant Service of the Call Centre and follow the instructions given by the Bank.
- The Bank may take extra safety measures, not mentioned in the Regulations, to prevent unauthorised individuals from using Electronic Access Channels.

§ 30 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.

VII. Commissions and Fees

§ 31 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 by the Bank 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 Centre.
- 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, telecommunication or IT connections,
 - change of the extent, manner or form of performing an action, to which a given commission or fee is applicable,
 - need 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 email.
- 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.

VIII. Final Provisions

§ 32 Account Statements

- The Statements of Account are forwarded at the dates and in the manner agreed on in the Account Agreement or in a Customer's written Instruction accepted by the Bank. The Customer may choose in particular the statements prepared on:
 - a daily basis, on every Business Day for the preceding Business Day, or
 - a weekly basis, on the Business Day chosen by the Bank for the preceding calendar week.

- If the Customer has not chosen the type of statement and the manner in which he/she wishes to receive them, the monthly statements required under the Civil Code are passed by the Bank free of charge.
- Upon the Account Holder's written request, the Bank Unit maintaining the Account makes the copies of the Statements of this Account.

§ 33 Change in Account Holder's Personal Data

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

§ 34 Rules of Making and Processing Complaints

- The Account Holder may make complaints verbally, in writing, in person, over the phone or via email in any Bank Unit, within 14 days of 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 an action being the subject of the complaint and which specify the grounds for complaint filing.
- 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, however, this period excludes the time in which the Bank has to wait for the documents or information to be provided by the Account Holder or third parties, in the event the Bank deems such documents or information essential to process a complaint.

§ 35 Correspondence with the Bank

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

§ 36 Unauthorised Debit Balance

- Any Unauthorised Debit Balance must be immediately repaid by the Account Holder.
- The Bank is entitled to accrue interest on any Unauthorised Debit Balance, in the amount of Maximum Interest, for the period starting from the day the debit balance arose until the day preceding its repayment.
- Maximum 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.

§ 37 Limitation of Bank Liability

- The Bank shall not be held liable for the effects of:
 - disclosing, via Electronic Channels, the information subject to bank secrecy to the person identified by the Bank as the User,
 - carrying out the Instructions submitted, via Electronic Channels, by an unauthorised person identified by the Bank as the User.
 - carrying out the Instructions submitted or Execution of a Transaction concluded over the phone, by an unauthorised person identified by the Bank as the User.
- 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, and in particular as a result of providing an incorrect account number or amount.
- The Bank shall not be held liable for any damage resulting from the circumstances beyond the Bank's control, in particular such as:
 - defective operation of power supply systems, telecommunication or IT systems owned by external suppliers or operators,
 - consequences of decisions made by public authorities,
 - after-effects of force majeure understood in particular as a disaster, war, terrorist attack, strike, riots.
- 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.

§ 38 Non-Assignment Clause

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

IX. Amendments to the Regulations

§ 39 Terms and Conditions of Amending the Regulations

- The Bank may unilaterally amend the Regulations for significant reasons including in particular:
 - the new functional, organisational or technical solutions introduced by the Bank,
 - introduction of new banking products by the Bank,
 - modification of the Bank's IT system using which the Bank performs the actions referred to in the Regulations,
 - changes in the scope, manner and form of providing services specified in the Regulations,
 - changes in the Bank's financial policy,
 - changes in applicable law provisions.
- The Account Holder may be notified of amendments to the Regulations particularly by electronic means.
- Within 14 days of receipt of amendments to the Regulations, the Account Holder may give notice of termination of the Account Agreement; otherwise, the amendments shall be deemed accepted by the Account Holder and become effective.

X. Amendment, Termination and Expiry of the Account Agreement

§ 40 Amendments to the Account Agreement

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

§ 41 Account Agreement Termination by Account Holder

- The Account Holder may terminate the Account Agreement at any time upon one-month notice, however, 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).
- A notice of termination of the Account Agreement should be made in writing, otherwise it shall have no effect for the Bank.
- 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.

§ 42 Account Agreement Termination by the 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;
 - within 14 days of the notice sending date, the Account Holder fails to pay the sum of commissions or fees, charged by the Bank for the Account maintenance;
 - 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;
 - the Account Holder ceases to conduct the activity, which was the grounds for the Account opening;
 - competent institution withdraws the permission or concession for the Account Holder to conduct the activity or bans the activity;
 - a notice of the Account Holder's insolvency is issued;
 - 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, the Account of whom was blocked under the Regulations, fails to eliminate the irregularities that caused the Account blocking, within the time frames specified in a written notice sent by the Bank 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.
- 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).

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. They shall bear no further interest.

§43 Account Agreement Termination Date

The Account Agreement shall be terminated upon:

- a) upon the lapse of the termination notice period,
- b) once the Bank has received reliable information about the termination of legal entity of the Account Holder.

§44 Governing 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 place of the Bank's registered office.

Information:

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. The American authorities have undertaken to use the personal data obtained from SWIFT exclusively to fight terrorism, with respecting the guarantees assumed by the European

personal data protection system determined in Directive 95/46/EC of the European Parliament and of the Council of 24 October 1995 on the protection of individuals with regard to the processing of personal data and on the free movement of such data.

The Regulations were implemented by the Order of the Member the Board of Executives of Fortis Bank Polska SA (present name: BNP Paribas Bank Polska SA) dated 21 December 2011.