



REGULATIONS ON BANK ACCOUNTS FOR NON-CONSUMERS WITHIN PRIVATE BANKING AT BNP PARIBAS BANK POLSKA S.A.

I. Preliminary Provisions

§1. Scope of the Regulations

1. The Regulations establish the conditions on which the Bank maintains Accounts for Account Holders, provides electronic banking services and concludes Transactions.
2. The Bank maintains, after concluding the relevant agreements or on the basis of the law, the following Account types for Account Holders:
 - 1) Current Accounts;
 - 2) Auxiliary Accounts;
 - 3) Term Deposit Accounts;
 - 4) Foreign Currency (FC) Accounts;
 - 5) Trust Accounts;
 - 6) Escrow Accounts;
 - 7) VAT Accounts.
3. Subject to para. 5, having concluded an Account Agreement, the Account Holder can conclude Transactions and Placement Transactions over the phone, provided that terms and conditions stipulated in the Regulations have been fulfilled.
4. If the Bank and the Account Holder have entered or will enter into a master agreement whose scope covers Transactions, since the master agreement conclusion date the Parties will conclude Transactions solely on the basis of that master agreement.
5. The Bank uses Electronic Access Channels to provide Account Holders with electronic banking services which specifically include Cards, Pl@net System, BiznesPl@net System, MultiCash System or the Call Centre, or to accept Telephone Instructions via the Private Banking Centre.
6. All provisions of the Regulations applicable to Payment Transactions shall be applied to PSD Payments, unless the Regulations provide otherwise.
7. Provisions of the Payment Services Act dated 19 August 2011 within the scope stipulated in Articles 16 and 33 thereof, shall not apply to the services provided by the Bank under the Account Agreement and the Regulations.

§2. Definitions

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

1. **Bank** – BNP Paribas Bank Polska SA, with its registered office in Warsaw, at ul. Kasprzaka 10/16, 01-211 Warsaw, entered into the National Court Register (KRS) maintained by the District Court for the capital city of Warsaw in Warsaw, XII Commercial Division of the National Court Register, under KRS number: 0000011571;
2. **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);
3. **Bank-o-phone** – an automated self-service telephone system, a part of the Bank's Call Centre, that operates based on the previously recorded voice messages. Once the User gets through to the Bank-o-phone, the User enters instructions using the telephone keyboard. The Bank-o-phone facility also enables the User to connect with the Consultant Service;
4. **Brokerage House** – Brokerage House of Biuro Maklerskie BNP Paribas Bank Polska S.A., a separate organisational unit of the Bank that conducts brokerage activity and operates as a branch;
5. **Private Banking Centre (CBP)** – an organizational unit of the Bank dedicated to service customers of the Private Banking segment;
6. **Call Centre** – a service that enables registered Users to obtain, over the phone, round-the-clock access to Accounts as regards receiving information on account balances and submitting selected instructions;
7. **Cheque** – document drawn in the form provided for under the Cheque Law Act of 28 April 1936, including an unconditional order of the Cheque Drawer addressed to its bank to pay the cash amount specified on the cheque to the cheque bearer or a person mentioned, using the funds which the Cheque Drawer has at its disposal in that bank;
8. **Value Date** – moment of time from which or until which the Bank calculates interest on the funds that have credited or debited the Account;
9. **AIS Supplier** – an entity, other than the Bank, which provides the Account Holder with information about the Payment Account and the related Payment Transactions (Account Information Service, AIS);
10. **PIS Supplier** – an entity, other than the Bank, which initiates cashless Payment Transactions from the Payment Account, in favour of the Account Holder (Payment Initiation Service, PIS);
11. **CAF Supplier** – an entity, other than the Bank, which issues a payment card or another payment instrument based on the payment card, to the Account Holder; the instrument, upon consent of the Account Holder, will be linked to the Payment Account indicated by the Account Holder in such a way that, at the request of the CAF Supplier, the Bank will confirm that the amount required to execute the Payment Transaction made using the above payment instrument is available in the Payment Account (Confirmation Availability of Funds, CAF)
12. **Available Balance** – total funds deposited in the Account, increased by funds the Bank makes available under credit facilities attached to the Account, decreased by all blockages made by the Bank on the Account, and if a split payment is made, increased by funds on the related VAT Account;
13. **Instruction** – an order given to the Bank by the Account Holder in the manner provided for in the Regulations or in the Account Agreement – to make settlements specified therein, in particular cash deposits or cash withdrawals, to make transfers of pecuniary funds via a transfer order, including a Standing Order and direct debit, to make a settlement using a Card, likewise to open or break a Term Deposit or perform other Account maintenance operations;
14. **Telephone Instruction** – an Instruction given by the Account Holder under the terms and conditions set in the Regulations during a telephone conversation with the Private Banking Centre;
15. **Customer Password Instruction** – a document submitted by the Customer, containing, in particular, personal data of the Customer or the Proxy, Customer number at the Bank and password set by the Customer for the purpose of over-the-phone identification of the Customer or the Proxy by the Bank;
16. **Business Day** – each day from Monday through Friday, when the Bank runs its regular business under the Regulations, except for public holidays or days when any institution or financial market, required to settle the Transactions or determine conditions indispensable to settle the Transactions, does not operate. Working time list of the Bank Units is available in the Bank Units, via the Call Centre and on the Website;
17. **Annulled**
18. **Electronic Access Channels** – technical and functional solutions provided by the Bank, which enable the User to access his/her Account through hard-wired or wire-less connection devices, to order transactions and other actions initiated by the User; detailed information regarding functionality and maintenance of Electronic Access Channels can be obtained in the Bank Units, on the Website or through the Call Centre, in the Private Banking Centre;
19. **EUR** – euro, a legal tender in the countries which are members of the Currency and Monetary Union;
20. **Cut-off Time** – an hour on the Business Day determined for particular outgoing Payment Transactions (i.e. transactions where the Bank sends the funds to the payee's bank) and incoming transactions (i.e. transactions where the Bank receives the funds from the payer's bank), after which any Instructions received to calculate the date of effecting a payment transaction are deemed received on the next Business Day. Cut-off Time specification for particular transactions is available in the Bank Units, on the Website and via the Call Centre;
21. **Endorsement** – transfer of rights under a Cheque by placing the "for collection" clause on the back of the Cheque and signing it by the Presenter pursuant to the Specimen Signature Card;
22. **Collection** – accepting the Cheque by the Bank from the Presenter and: sending it to the Cheque Drawer's bank for payment (external collection), or making payment for it, if the Bank maintains the Cheque Drawer's Account (own collection);
23. **Bank Unit** – the Bank's branch, sub-branch or the Private Banking Centre, or the Bank's franchise branch, in which the Bank's activity is conducted. A list of all Bank Units is available on the Website, through the Call Centre and in each Bank Unit;
24. **Card** – a payment card issued by the Bank to the Account;
25. **Personal Data Form (PDF)** – a document that includes personal data of each person duly authorised to place Instructions in accordance with the authorisation held and a specimen signature of that person;
26. **Specimen Signature Card** – a document which contains personal data and signature specimen of the Account Holder, Account Holder's representatives and Proxies authorised to give written Instructions;
27. **The Civil Code** – the Civil Code Act of 23 April 1964, or any law act superseding the law;
28. **Transfer Message** – a transfer message used for making split payments defined in Article 108a para. 3 of the VAT Act, together with any modifications provided for in the provisions of law;
29. **Cross Rate** – an FX rate applied by the Bank to exchange one Currency for another; the exchange is made in such a way that one Currency is converted at a buy rate applied by the Bank, and then so calculated PLN amount is exchanged for a target Currency at a sell rate applied by the Bank;
30. **Term Deposit** – funds in PLN or a Foreign Currency, deposited for a specified period in the Term Deposit Account appropriate for a given currency;
31. **Mobile BiznesPl@net** – a version of BiznesPl@net suitable for mobile devices (mobile phones, tablets with Android/iOS) made available to the User using the BiznesPl@net System;
32. **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;
33. **NRB/IBAN** – bank account number/international bank account number, a unique identifier for a bank account used to identify it in Payment Transactions.
34. **Maximum Default Interest** – the maximum default interest determined on the basis of Article 481 of the Civil Code;
35. **BEN Charging Option** – a charging option according to which all commissions and fees of all banks that participate in effecting a transfer are paid by the payee;
36. **OUR Charging Option** – a charging option according to which the transfer payer pays all bank commissions and fees due on account of effecting a transfer, including costs of intermediary banks;
37. **SHA Charging Option** – a charging option according to which all commissions and fees due to the sending bank are paid by the payer, while all costs of the payee's bank and intermediary banks are paid by the payee;
38. **Software** – specialist software developed to reduce



- the risk of stealing funds from bank accounts and bank data sent electronically, in particular, which reduces the risk of self-installation of malware (i.e., an illegal, automatic and illicit download of data while browsing websites, and making unauthorised transactions), as well as phishing. Such software is an additional element of protection and in no case replaces any anti-virus software or protection software, including firewalls, used till date by the User;
39. **Member State** – a member state of the European Union or the European Free Trade Association (EFTA) – a party to the agreement on the European Economic Area;
40. **Power of Attorney** – a document that specifies the scope of authorisation granted to a Proxy as regards the Accounts and includes the Proxy's personal data;
41. **Proxy** – a natural person authorised by the Account Holder to administer the Account within the scope stipulated in the Power of Attorney;
42. **Split payment – MPP** – payment made using the split payment mechanism, referred to in Article 108a of the VAT Act;
43. **PSD Payment** – a Payment Transaction in PLN, EUR or other currency of a Member State, effected on the territory of the Republic of Poland or in trading with Member States;
44. **International Payment** – a Payment Transaction in any currency with respect to which the payment services supplier acting in favour of the other party to the Payment Transaction is situated in a country other than a Member State;
45. **VAT** – goods and services tax within the meaning of the VAT Act;
46. **Presenter** – the Account Holder who presents a cheque for Collection in the Bank;
47. **Account Holder or Customer** – a domestic or foreign entity other than a consumer within the meaning of the Civil Code, which has entered into an Account Agreement with the Bank; to the extent in which a Proxy is authorised to perform activities on behalf of the Account Holder, any provisions of the Regulations pertaining to the Account Holder shall also apply to the Proxy, accordingly;
48. **The Banking Law** – the Banking Law Act of 29 August 1997 or any law act superseding the law;
49. **NON-STP transfer** – a transfer, other than a domestic transfer in PLN, whose contents show any of the following deficiencies or errors:
- incorrect SWIFT code (BIC) of the payees' bank,
 - the payee's account number is not IBAN (if the payee's account is held in the country where IBAN use is required),
 - the instruction is improperly formatted (the data were entered in inadequate fields).
50. **SEPA Credit Transfer** – a transfer order which meets the following criteria:
- its amount is denominated in EUR,
 - it is sent between accounts maintained by banks based in Members States or Switzerland,
 - it includes a correct number of the payee's account, consistent with the IBAN format,
 - it includes the SHA Charging Option,
 - it is free of any additional payment instructions;
51. **Currency Conversion** – Currency exchange made by the Bank and upon its consent at the Bank's buy/sell rate applicable at the moment the Bank proceeds to carry out an Instruction, or, at the Cross Rate in the case one Currency is exchanged into another Currency. The exchange rates applied by the Bank are determined on the basis of current currency exchange rates on the interbank market adjusted by the Bank's fixed margin expressed in per cent. Information about exchange rates of currencies and margins for specific Currencies (in the form of a difference between a sell rate and buy rate, the so-called spread) is available in the Bank Units, on the Website or in the Call Centre. The above definition is not applied to when concluding Transactions;
52. **Account** – a bank account opened by the Bank for the Account Holder under a relevant Account Agreement (excluding VAT Account);
53. **Current Account** – a settlement account within the meaning of the Banking Law, earmarked for all and any settlements related to the Account Holder's business activity;
54. **Escrow Account** – an account maintained by the Bank under a tripartite agreement, concluded by the Bank and contractors – parties to another agreement. The Escrow Account is opened only to store funds deposited at the Bank by one contractor and pay these funds to the other contractor upon fulfilment of specific conditions;
55. **Term Deposit Account** – a term deposit account within the meaning of the Banking Law, used for Term Deposits only;
56. **Payment Account** – an account used to execute Payment Transactions, other than a Term Deposit Account, Progressive / Placement Account, Trust Account or Mass Payment Account and VAT Account;
57. **Portfolio Account** – an account designated exclusively for accumulating funds entrusted by the Account Holder to the Brokerage House so that it provides the portfolio management service, including one or more financial instruments of the Account Holder, i.e. to make and effect investment decisions regarding the Account Holder's account.
58. **Auxiliary Account** – a Current Account earmarked for making settlements related to the Account Holder's business activity, as indicated in the Account Agreement;
59. **Trust Account** – a trust account within the meaning of the Banking Law;
60. **T24 Account** – an Account or VAT Account opened in a branch which before the to whose number includes the sort code, i.e., a part of the bank account number that identifies the financial institution, starting from 175 or 234 (while for accounts in the NRB standard, these are digits from the third to the fifth one).
61. **Foreign Currency (FC) Account** – an Account designated to accumulate funds in Currencies, payable on demand, and to make cash settlements. The Bank maintains FC Accounts in Currencies determined in the Bank's offering;
62. **VAT Account** – VAT Account within the meaning of Article 62a para. 1 of the Banking Law, maintained by the Bank for the Account Holder;
63. **Regulations** – these Regulations on Bank Accounts for Non-Consumers within Private Banking at BNP Paribas Bank Polska S.A.;
64. **SEPA** – the Single Euro Payments Area, which enables making payments under uniform rules and standardized mechanisms in all Member States and Switzerland;
65. **Consultant Service** – the Bank's telephone service, a part of the Call Centre, operated by the Bank's employee;
66. **Party/Parties** – the Account Holder, the Bank or both the Bank and the Account Holder, as the case may be;
67. **Website** – the Bank's Internet site: www.bnpparibas.pl;
68. **BiznesPl@net System** – the BiznesPl@net Internet banking system;
69. **MultiCash System** – an electronic banking system consisting of a set of telecommunications and IT devices and appropriate software, which allows the User to administer its Accounts;
70. **SEPA Credit Transfer Settlement System** – is a set of rules, practices and standards agreed at the interbank level, applicable to participants of the system, included in the "SEPA Credit Transfer Scheme Rulebook" issued and updated by the European Payment Council, intended to achieve interoperability for the provision and operation of SEPA payment products and services;
71. **Pl@net System** – the Pl@net Internet banking system;
72. **Table of Commissions and Fees** – the Table of Commissions and Fees for Bank Activities Rendered to Non-Consumers within Private Banking, currently applicable at the Bank, which includes a list of commissions and fees charged to the Account Holder;
73. **Placement Transaction** – a Term Deposit concluded over the phone, including via the Private Banking Centre, under terms and conditions negotiated individually;
74. **Payment Transaction** – depositing, transfer or withdrawal of funds;
75. **Account Agreement** – a bank account agreement, under which the Bank maintains a respective Account in favour of the Account Holder;
76. **Unique Identifier** – a combination of letters, digits or symbols determined for the payee by the bank of the Payment Transaction payee, which is delivered by the Payment Transaction payer in order to unequivocally identify the payee or its account maintained by the payee's bank;
77. **Payment Services Act** – the law of 19 August 2011 on payment services;
78. **VAT Act** – Law of 11 March 2004 on the goods and services tax;
79. **User** – the Account Holder provided with access to the Account by the Bank by means of the selected Electronic Access Channel, or the Proxy to whom, upon the Account Holder's consent, the Bank granted access to the Account via the selected Electronic Access Channel;
80. **Currency** – monetary values that are a legal tender outside the territory of the Republic of Poland and included in the list of convertible currencies published by the President of the National Bank of Poland ("NBP");
81. **Own payment** – cash payment into the Account, made on behalf and in favour of the Account Holder, if the Account Holder is indicated in the Instruction as the ordering party and payee;
82. **Cheque Drawer** – a natural or legal person, holding an account in the Bank or another bank, who has drawn a Cheque presented for Collection;
83. **Management** – the service of the management of a portfolio comprising one or more financial instruments of the Customer, i.e. making and effecting investment decisions regarding the Customer's account, using pecuniary funds or financial instruments put at the disposal of the Brokerage House by the Customer;
84. **Standing Order** – a Payment Transaction in which the Bank receives and executes an instruction to settle regular payment obligations of the Account Holder on the territory of Poland in PLN; the Standing Order is characterized by an invariable amount of the payment obligation, fixed calendar date of its execution, invariable details of the payee and repeating title of the payment obligation, e.g. on account of rental of premises, subscription fee, repayment of fixed instalments, alimony payments, etc.;
85. **Polish zloty (PLN)** – the legal tender on the territory of the Republic of Poland.
- The terms and expressions concerning Transactions used in the Regulations shall have the following meaning:
86. **Settlement Date (Dzień Rozliczenia)** – a Business Day, agreed in the Transaction Terms, when a Transaction is executed (settled);
87. **Conclusion Date** – a Business Day when a Transaction is concluded;
88. **Buyer/ Seller** – depending on the circumstances, the Bank or the Account Holder;
89. **Exchange Rate (Kurs Wymiany)** – a Settlement Currency exchange rate, as determined in the Transaction Terms, at which the Notional Amount is either sold or bought;
90. **Settlement Amount** – an amount denominated in the Settlement Currency, equivalent to the Notional Amount in the Settlement Currency, calculated as the product of the Notional Amount and the Exchange Rate;
91. **Notional Amount (Kwota Transakcji)** – an amount denominated in the Currency, sold by the Seller to the Buyer;
92. **Transaction Limit** – the amount set out unilaterally by the Bank at the Account Holder's request, based on estimated risk weights that the Bank uses to determine the maximum amount of receivables due from the Account Holder to the Bank under the Transaction(s);
93. **Confirmation** – a document prepared by the Bank (including also in an electronic form) confirming the Transaction Terms;
94. **Customer Settlement Account** – a bank account, indicated in the Account Agreement, held by the Account Holder at the Bank in the Currency or in the Settlement Currency, through which the Transaction is executed;
95. **Transaction** – a currency transaction whereby the Seller shall sell the Notional Amount to the Buyer, while the Buyer shall buy it for the Settlement Amount on the Settlement Date. The Transaction is not an Instruction within the meaning of the Regulations.
96. **Today Transaction** – a Transaction whose Settlement Date is the Conclusion Date;
97. **Settlement Currency (Waluta Rozliczenia)** – a currency in which the Buyer pays for the Notional Amount;
98. **Currency (Waluta Transakcji)** – a currency in which the Notional Amount is denominated;
99. **Transaction Terms** – the terms, agreed upon by the Parties, on which the Transaction was concluded.
- §3. Power of Attorney**
- Subject to the provisions on the Portfolio Account to which the following stipulations do not apply, the Account Holder may appoint one or more Proxies.
 - The manner and scope of administering the Account



- and the related VAT Account by the Proxy is defined by the Power of Attorney, provided that the Proxy may not:
- 1) change or terminate the Account Agreement,
 - 2) give further powers of attorney,
 - 3) assign receivables under the Account Agreement,
 - 4) change mailing address and the way of delivering the account statements,
 - 5) provide access to Electronic Access Channels, unless the Power of Attorney provides otherwise.
3. The Proxy may administer the funds on the Account and on the related VAT Account up to the Available Balance, unless the Power of Attorney provides otherwise.
 4. The Proxy may make an Instruction to withdraw the Term Deposit amount before the agreed maturity date.
 5. Power of Attorney to administer funds on a given Account is equivalent to authorisation of the Proxy to administer all the funds on the VAT Account related to this Account.
 6. Within the scope of the Power of Attorney to the Payment Account granted to the Proxy, the Proxy may express consent to providing services by the AIS Supplier, PIS Supplier or CAF Supplier in favour of the Account Holder.
 7. As regards execution by the Bank of Instructions submitted simultaneously by Proxies, or the Account Holder and a Proxy, when any of them hinders realisation of other Instructions, the Bank shall process the Instructions following the order in which they have been placed, however, Instructions made via the Electronic Access Channels shall be executed in the first place, unless it is impossible or hindered for technical reasons (especially a system failure or malfunction). The Bank may refuse to effect an Instruction whose execution is not possible due to a previous execution of another Instruction pursuant to the rules specified above.
 8. The Power of Attorney should be made in writing, otherwise it shall be deemed null and void (except powers of attorney granted using the relevant functionalities of the BiznesPl@net System). If the Power of Attorney has not been signed in the presence of the Bank's employee or an employee of a bank based abroad which is included in the BNP Paribas Group, the Account Holder's signature affixed to the Power of Attorney must be notarized.
 9. The specimen signature of the Proxy shall be affixed in the presence of the Account Holder or in the presence of the Bank's employee or employee of a bank based abroad, included in the BNP Paribas Group, in the appropriate field on the Power of Attorney form received from the Bank.
 10. The Bank may refuse to carry out the Instruction received from a person posing as a Proxy to the Account, should the Bank be in doubt as to the correctness of the Power of Attorney and its scope, likewise identity of such a person.
 11. Revocation of the Power of Attorney by the Account Holder becomes effective with respect to the Bank the next Business Day following the day of the revocation delivery to the Bank.
- #### S4. Specimen Signature Card and Personal Data Form
1. The Bank opens and maintains Accounts under an Account Agreement concluded by and between the Bank and the Account Holder.
 2. An Account Agreement can be concluded upon providing the Bank with documents that define the identity and legal status of the Account Holder applying for the Agreement conclusion and specify persons authorised to make declarations pertaining to property rights and obligations on behalf of the Account Holder.
 3. In particular, a foreign legal person or organisational unit without legal personality shall submit a copy of the relevant register or another official document that includes key information about the Customer confirming the following:
 - a) legal status of the Customer
 - b) manner of representation of the Customer
 - c) names and surnames of the persons authorized to represent the Customer.Furthermore, it is required to provide data of the beneficial owner if the information is specified in the documents referred to herein above.
 4. The Account Holder shall submit either the originals or certified copies of the documents required for the Account Agreement. If copies are submitted, the Bank may demand to produce the original documents for inspection.
 5. The Bank may require that foreign official documents or foreign documents having the status of official documents be certified by a notary and, additionally, be legalised by a Polish diplomatic mission or Polish consular office competent for the registered office of the foreign person, or confirmed as specified in the Convention Abolishing the Requirement of Legalisation for Foreign Public Documents, signed in The Hague on 5 October 1961. (Journal of Laws No. 112, item 938) and be translated into Polish by a sworn translator.
 6. To Accounts maintained by the Bank for the Account Holder, the Bank keeps a Specimen Signature Card or other document where all individuals authorised to give written Instructions put their specimen signatures.
 7. Any changes of persons in the Specimen Signature Card are made by signing a new Specimen Signature Card which effective its delivery to the Bank, replaces the previous Specimen Signature Card. The Specimen Signature Card is signed in the presence of the Bank's employee or an employee of a bank based abroad which is included in the BNP Paribas Group.
 8. Each natural person who is the Account Holder or acts on behalf of the Account Holder, submits a signed and correctly completed Personal Data Form to the Bank.
 9. In the presence of the Bank's employee or employee of a bank based abroad included in the BNP Paribas Group, each representative of the Account Holder shall put, in the Personal Data Form or Specimen Signature Card, his/her signature specimen to be appended when giving written Instructions. Written Instructions relating to the Account given by the Account Holder shall be carried out by the Bank only when the signature put in the Instruction is consistent with the signature specimen in the Specimen Signature Card. The Bank has the right to refuse to carry out the Instruction bearing the signature that differs from the specimen signature.
 10. 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, or making telephone instructions, to be used together with specimen signatures put in the Bank or instead.
- ## II. Account Interest Rate
- ### S5. Interest
1. Interest for the funds deposited in the Account shall be calculated at a fixed or variable interest rate on an annual basis.
 2. Interest is calculated for an actual number of days the funds have been kept in the Account, starting from the day the Account was credited with those funds (this day inclusive) until the day the Account was debited with the funds amount (this day exclusive). In the case of a payment or transfer into the Account, the beginning of the term of calculating interest on the Account is the Business Day during which the Bank received the funds for the Account Holder.
 3. Interest on the funds deposited in the Account is calculated on a 365-day year basis.
 4. Interest calculated on the funds accumulated on the Account, with the exception of a Placement/Progressive Account and Term Deposit Account, is capitalised, i.e. added to the Account balance, on the last day of each calendar quarter, and if such a day is not a Business Day, then on the next Business Day following that day.
 5. Interest accrued on the funds deposited on a Placement/Progressive Account is capitalised on a monthly basis, on the last day of each month, and if such a day is not a Business Day, then on the nearest Business Day following that day.
 6. Interest calculated on the funds accumulated on a Foreign Currency Account is 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.
 7. Interest accrued on the funds deposited in a Portfolio Account is added to the account balance, i.e. capitalised, on the last day of each calendar month, and if such a day is not a Business Day, then on the nearest Business Day following that day.
 8. Subject to the provisions regarding Term Deposits, 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.
 9. If the funds gathered on the VAT Account are interest bearing, interest shall be capitalised without a separation Instruction on the Current Account related to the VAT Account, if the Account Holder does not indicate another Account related to the VAT Account.
 10. In the event a variable interest rate, not based on the published base rate (e.g. WIBID, 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:
 - 1) in the case any of the following rates decreases by at least 0.1%: lombard credit interest rate, rediscount rate of promissory notes/bills of exchange, reference rate, deposit rate, set by the Monetary Policy Council, published by the National Bank of Poland, the Bank has the right to decrease the interest rate of Accounts in the range from 0.01% to 5%. In the case any of the aforesaid rates increases by at least 0.1%, the Bank has the right to increase the interest rate of Accounts by a value in the range from 0.01% to 5%;
 - 2) in the case the mandatory reserve rate, set by the Monetary Policy Council, published by the National Bank of Poland, the Bank has the right to decrease the interest rate of Accounts in the range from 0.01% to 5%, and in the case this rate increases by at least 0.1%, the Bank has the right to decrease the interest rate of Accounts in the range from 0.01% to 5%;
 - 3) in the case YOY inflation rate announced by the Central Statistical Office decreases by at least 1%, the Bank has the right to decrease the interest rate of Accounts in the range from 0.01% to 5%. In the case any of the aforesaid rates increases by at least 1%, the Bank has the right to increase the interest rate of Accounts in the range from 0.01% to 5%;
 - 4) in the case any of the following rates: interest rate of one-month loans on the Polish interbank market (WIBOR 1M), interest rate of one-month deposits on the Polish interbank market (WIBID 1M), market yield of 1Y Treasury bills or market yield of the State Treasury bonds, decreases by at least 0.1%, the Bank has the right to decrease the interest rate of Accounts in the range from 0.01% to 5%. In the case any of the aforesaid rates increases by at least 0.1%, the Bank has the right to increase the interest rate of Accounts in the range from 0.01% to 5%. The change should be understood as a change in the value of a given ratio as at the end of a Business Day compared to the value of the same ratio as at the end of any Business Day within the preceding three (3) months;
 - 5) in the case any of the following rates: interest rate of one-month loans offered on the interbank market in London (LIBOR 1M), interest rate of one-month deposits offered on the interbank market in London (LIBID 1M), interest rate of one-month deposits in the euro zone (EURIBID 1M), decreases by at least 0.001%, the Bank has the right to decrease the interest rate of Accounts in the range from 0.01% to 5%. In the case any of the aforesaid rates increases by at least 0.001%, the Bank has the right to increase the interest rate of the Account in the range from 0.01% to 5%. The change should be understood as a change in the value of a given 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 (3) months.
 11. In the case changes of several base parameters specified in item 8 coincide, the Bank decides on the change of the interest rate, taking into account the overall situation and the parameter that has the most significant impact on the interest rate.
 12. The interest rate change may be made within six months from the date of occurrence of the circumstance that constitutes the basis for the change.
 13. The Account Holder may be notified about a change of the interest rate either in a paper or electronic form; additionally, the Bank publishes the information about the interest rate change at the Website.
 14. 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.
 15. In the event a variable interest rate, based on the published base rate (lombard credit interest rate, re-



discount rate of promissory notes/bills of exchange, reference rate, mandatory reserve rate, deposit rate, market yield of 1Y Treasury bills, market yield of the State Treasury bonds, inflation rate, WIBID, WIBOR, EURIBID, EURIBOR, LIBID or LIBOR) is applied, the value of interest rate shall decrease or increase automatically along with a decrease or increase of the base rate, respectively (excluding the mandatory reserve rate whose increase causes a decrease of interest rate, and a decrease causes an interest rate increase) by the value equal to the change of a given base rate, without a prior separate notification of the Account Holder on the interest rate change by the Bank.

16. The information on the interest rate applicable at the Bank can be obtained in the Bank Units or in the Private Banking Centre, on the Website or through the Call Centre.

III. Term Deposits, Placement Transactions and Placement/Progressive Account

§6. Term Deposit Acceptance Conditions

- The Account Holder may open Term Deposits with the Bank in a respective currency, after concluding the Bank Account Agreement and on the basis thereof.
- Term Deposits can be opened:
 - by a written Instruction submitted to the Bank (under the terms and conditions indicated by the Bank in the information available in the Bank Units, including the Private Banking Centre, Call Centre or on the Website);
 - via the BiznesPl@net System (under the terms and conditions indicated by the Bank in the information published in this System);
 - by telephone including via the Private Banking Centre, under the terms and conditions agreed upon individually (Placement Transaction).
- To open specific Term Deposits, the Bank uses funds available in a Current Account or Foreign Currency Account or funds transferred to the Bank to open a Term Deposit upon the relevant Instruction of the Account Holder.
- In order to conclude a Placement Transaction over the phone, one Party contacts the other Party in the following way:
 - the Account Holder shall contact, at the telephone number indicated, the Bank's employee authorised to negotiate terms and conditions of and conclude Placement Transactions on behalf of the Bank;
 - the Bank shall contact the person indicated by the Account Holder in the Bank's form as the person authorised to conclude Placement Transactions on behalf of the Account Holder, at the telephone number specified in the form.
- In order to identify the Account Holder, the person authorized by the Account Holder to conclude Placement Transactions shall provide, at the request of the Bank's employee, the password set, or information out of the identifying data specified by the Account Holder on the Bank's form referred to in para. 4 item 2). The Bank shall identify the Account Holder solely on the basis of the above information. The Account Holder shall bear full responsibility for the conclusion of a Placement Transaction by any unauthorised person who was identified by the Bank in accordance with the Account Agreement provisions as the person authorised by the Account Holder to conclude the Transaction.
- A written Instruction shall be replaced by unanimous declarations of will made by the Account Holder and the Bank during the recorded phone conversation that include significant elements indicated in the Instruction for concluding a Placement Transaction. The Bank and the Account Holder agree to this manner of Instruction recording by the Bank on electronic data carriers selected by the Bank. Such a recording could constitute evidence in proceedings before common courts, held to resolve potential disputes in connection with the Instructions made over the phone.
- The Instruction to open a Term Deposit should, in particular, specify the following:
 - Term Deposit type selected from the types of deposits currently available at the Bank;
 - Term Deposit maturity period selected from periods currently offered by the Bank;
 - amount and currency of the Term Deposit, the manner in which the Term Deposit principal and interest accrued on the Term Deposit principal are to be administered upon maturity;

- interest rate (only for Placement Transactions).
- The Account Holder may decide how to administer the Term Deposit principal and interest accrued, choosing one of the following ways:
 - transfer the Term Deposit principal and interest accrued to the Account indicated in the Instruction to open a Term Deposit;
 - roll over the Term Deposit for the same period for the Term Deposit amount and transfer interest accrued to the Account indicated in the Instruction to open a Term Deposit;
 - roll over the Term Deposit for the same period for the Term Deposit amount increased by interest accrued until the recent maturity date.
- The Bank shall open a Term Deposit provided that there is a sufficient amount of funds on the Account Holder's Current or FC Account to cover the Term Deposit amount.
- 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.
- The Bank shall each time confirm to the Account Holder that a Term Deposit has been opened and specify the terms and conditions under which it was opened. The terms and conditions under which a Term Deposit has been opened can be confirmed in particular by a printout, unsigned by the Bank, from the Bank's computer system, sent by the Bank to the email address indicated in the Account Agreement.
- Information about currently binding terms and conditions for opening of Term Deposits in the Bank can be obtained in the Bank Units, on the Website, in the Pl@net and the BiznesPl@net System or through the Call Centre.

§7. Types of Term Deposits

- A Term Deposit may be either non-revolving or revolving.
- For non-revolving Term Deposits, upon the date of declared maturity, the amount of the Term Deposit, together with interest accrued, shall be returned by the Bank to the Account indicated in the Instruction to open a Term Deposit.
- For revolving Term Deposits, upon the date of declared maturity, the Term Deposit shall be rolled over automatically for a subsequent period of the same duration under the terms and conditions currently applicable in the Bank upon the rollover date, however, if upon the rollover date the Bank no longer offers Term Deposits of the same type, the Term Deposit principal together with interest accrued shall be returned by the Bank to the Account indicated in the Instruction to open a Term Deposit.
- 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:
 - returned by the Bank to the Account Holder's Account indicated in the Instruction to open a Term Deposit, or
 - added to the rolled over Term Deposit amount.

§8. Breaking Term Deposits

- The Account Holder may place an Instruction to withdraw the Term Deposit amount before the declared deposit maturity (breaking a Term Deposit). The Placement Transaction may be broken over the phone.
- Breaking the Term Deposit results in:
 - 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.
 - returning the Term Deposit principal together with interest accrued to the Current Account; the said amount shall no longer bear interest.

§9. Automatic Overnight Deposit

- The Bank can offer the Account Holder a possibility of making an Instruction to open automatic overnight deposits under which as of the end of each Business Day, the Bank shall open a Term Deposit that matures on the next Business Day using funds accumulated on the Current Account or FC Account as at the end of each Business Day. In the beginning of the next Business Day, the amount of the Term Deposit thus opened is transferred back to the Current Account or FC Account, respectively (Automatic Overnight Deposit). Interest

accrued on the Automatic Overnight Deposit is credited by the Bank to the Current Account or FC Account, respectively, at the end of the day when the Deposit matures.

- On the same Business Day, the Bank shall open one Automatic Overnight Deposit using funds accumulated on one Account.
- 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.
- 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 Bank Account Agreement.
- The threshold amount required to open the Automatic Overnight Deposit is determined by the Bank.
- In the Automatic Overnight Deposit Instruction, the Account Holder may specify an excluded amount which should remain in the Account after opening the Automatic Overnight Deposit. However, the excluded amount may not be lower than the amount determined by the Bank.
- Information on the current Automatic Overnight Deposit interest rate, currencies and the minimum threshold amount as well as the minimum Automatic Overnight Deposit amount is available in the CBP.

IV. Provisions pertaining to specific Accounts

§10. VAT Account

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

§11. Portfolio Account

- A Portfolio Account is maintained by the Bank in favour of the Account Holder exclusively to deposit funds put by the Account Holder at the disposal of the Brokerage House to provide the portfolio management service, where the portfolio includes one or more financial instruments of the Account Holder, i.e. to make and effect investment decisions regarding the Account Holder's account.
- A minimum value required to conclude a Portfolio Account agreement corresponds to the minimum value necessary to open a portfolio under a given investment strategy indicated in the Table of Commissions and Fees for the management.
- Due to the purpose of opening the Portfolio Account, the Customer may not appoint other persons than the Brokerage House as Proxy to the Portfolio Account; a Proxy is authorized to grant further power of proxy, whereas a further proxy may simultaneously represent the Customer and the Proxy.
- The Customer may make Instructions regarding the Portfolio Account only by intermediary of the Brokerage House.

§12. Payment Account

- The Bank provides the AIS Supplier, to the extent defined by the Account Holder, with any information regarding the specific Payment Account and the related Payment Transactions, required for the entity to render the service of access to the account information. Irrespective of the scope of consent granted to the AIS Supplier by the Account Holder, the Bank shall not pro-



vide the AIS Supplier with sensitive data regarding the payment.

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

V. Settlement rules and methods

§13. General principles for carrying out Instructions

1. The Account Holder may use the funds accumulated in the Account up to the Available Balance, which means that the Bank effects Instructions received only if the Available Balance allows the Bank to effect such Instructions and cover charges related to it.
2. Instructions regarding the Portfolio Account may not exceed the amount of funds accumulated on a given Portfolio Account.
3. An Instruction carried out into NRB, IBAN or another Unique Identifier indicated by the Account Holder shall mean that the Instruction has been effected in favour of a proper payee, regardless of the additional information provided by the Account Holder, in particular name or first name and surname of a payee in the Payment Transaction.
4. The Bank may block the possibility of administering the funds gathered on the Account if:
 - a) the Account has been opened with the reservation that the documents indicated by the Bank shall be delivered to the Bank; or
 - b) the Bank has approached the Account Holder for delivery of documents or information necessary for the Bank to carry out or update the risk assessment within the meaning of the applicable regulations on counteracting money laundering and financing terrorism, and the Account Holder failed to provide such documents or information to the Bank within the set deadline.
5. 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 also the right to set the maximum value of a single cash payment to the Account which can be made without a prior notice to the Bank and also determine which Currencies are serviced by the Bank in

a cash form. The information on the above-mentioned amounts and Currencies serviced can be obtained in the Bank Units, on the Website or via the Call Centre.

6. In the event the Account Holder intends to withdraw funds from the Account which exceed the maximum value of a single cash withdrawal acceptable without a prior notice to the Bank, the Account Holder shall advise the Bank Unit or the Private Banking Centre of its intention to withdraw such funds at least two Business Days preceding the planned withdrawal date. In the event such a notice is not delivered, the Bank has the right to refuse to carry out such a withdrawal. At the same time, the Bank will specify a date when the withdrawal will be executed, whereas the time limit will not be longer than the required period of a prior notice. Withdrawal is made on an indicated Business Day and in an indicated branch of the Bank after 12:00 noon.
7. To secure the funds deposited with the Bank, the Bank has the right to:
 - 1) specify the Instruction amount, which, when exceeded, requires the Bank to take additional steps to confirm that such an Instruction was authorised by the Account Holder; the Instruction is confirmed as specified by the Bank;
 - 2) apply mechanisms of monitoring transactions in order to prevent illegal/fraudulent transactions, detect and block such payment transactions before their execution. The Instruction deemed suspicious on the basis of the analysis made, requires the Bank to take additional steps to confirm that such an Instruction was authorised by the Account Holder; the Instruction is confirmed in the manner selected by the Bank;
 - 3) specify a day limit for cash withdrawals from the Account using a Card or a day limit for cashless Card transactions debiting the Account, including a daily limit of Internet transactions and a daily limit of correspondence and telephone transactions;
 - 4) specify a daily/amount limit for a single Instruction carried out via Electronic Access Channels.

In the event the authorisation of the Instruction, referred to in item 1 above, is not confirmed, or if the limits referred to in items 2 and 3 above are exceeded, the Bank refuses to carry out the Instruction.

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

§14. Principles of crediting and debiting the VAT Account

1. Credit and debit to the VAT Account are made by crediting or debiting the Account related to such VAT Account.
2. VAT Account can be credited only with the funds coming from:
 - 1) payment of amount equivalent to the VAT amount, using a Transfer Message;
 - 2) payment of VAT amount by the taxpayer, referred to in Article 103 para. 5a of the VAT Act, in favour of the payer, referred to in Article 17a of the VAT Act, using a Transfer Message;
 - 3) funds transferred from another VAT Account;
 - 4) refund:
 - a) of the amount equivalent to the VAT amount in cases referred to in Article 29a para. 10 item 1-3 and para. 14 of the VAT Act, arising from the adjusting invoice issued by the taxpayer;
 - b) difference in tax, referred to in Article 87 para. 6a of the VAT Act, by the tax office, - using the Transfer Message.
3. VAT Account can be debited only to:
 - 1) make:
 - a) payment of amount equivalent to the VAT amount, due for purchase of goods or services, to the VAT account;
 - b) a refund of the amount equivalent to the VAT amount in cases referred to in Article 29a para. 10 item 1-3 and para. 14 of the VAT Act, arising from the adjusting invoice issued by the taxpayer, - using the Transfer Message;
 - 2) pay VAT, additional tax obligation, referred to in Article 112b and Article 112c of the VAT Act, penalty interest in respect of the goods and services tax, or penalty interest in respect of addi-

tional tax obligation, to the account of the tax office ("Payment of VAT to tax office from VAT Account");

- 3) pay the VAT amount by the taxpayer, referred to in Article 103 para. 5a of the VAT Act, in favour of the payer, referred to in Article 17a of the VAT Act, using a Transfer Message;
- 4) transfer, with the use of the Transfer message, the amount equivalent to the VAT amount to the VAT Account of the supplier of goods or services by the Account Holder, who:
 - a) has received a payment with the use of the Transfer Message and
 - b) is not a supplier of goods or services indicated on the invoice, for which the payment is made;
- 5) refund, with the use of the Transfer message, unduly received payment to the VAT Account, from which the payment was received with the use of the Transfer Message;
- 6) transfer funds to another VAT Account with the use of the Transfer Message;
- 7) transfer funds to the Account indicated by the manager of the tax office in the information on the decision, referred to in Article 108b para. 4 of the VAT Act ("Information on refund of VAT to the Account").
4. In order to effect the Instruction using the funds gathered on the VAT Account the Bank shall in the first place charge the VAT amount to the related VAT Account and credit the Account with same amount according to the Transfer Message.
5. If there are no funds on the VAT Account, the Bank shall, in order to effect the Instruction, debit the Account with the amount equivalent to the gross value of sales indicated in the Transfer Message.
6. If the funds on the VAT Account are not sufficient for payment of the VAT amount indicated in the Transfer Message, then in order to effect the Instruction the Bank shall debit the VAT Account up to the amount of balance to such account and credit the related Account with same amount, on the basis of the Transfer Message.
7. Upon receipt of funds in the amount equivalent to the VAT amount indicated in the Transfer Message, the Bank shall debit the Account with the amount equivalent to the VAT amount and credit the VAT Account related to such account with same amount.
8. If the Instruction is effected in order to pay VAT to the tax office from the VAT Account, the Bank shall debit the VAT Account with the amount indicated in the Instruction and credit the Account related to the VAT Account with same amount.
9. If the funds on the VAT Account are not sufficient to effect the Instruction to pay the VAT amount to the tax office from the VAT Account, the Bank shall debit the VAT Account up to the amount of balance to such account and credit the Account with same amount, on the basis of the Instruction.
10. If the funds on the Account are insufficient to effect the Instruction to pay VAT to the tax office from the VAT Account, the Bank shall not make such transfer.
11. The Bank is not required to verify the correctness of calculation of the VAT Amount indicated in the Transfer Message, or any other data included in the Transfer Message (especially the invoice number and tax identification number (NIP)).
12. If the Account Holder submits an Instruction including payment for the invoice, using the Transfer Message, to the payee's account, for which its bank does not maintain a VAT Account, the Bank shall return the funds according to the Transfer Message. The Bank shall return to the VAT Account the amount of VAT defined in the Transfer Message even if, as part of the Instruction realisation, the amount of VAT has not been charged to the VAT Account in the same amount.
13. If the Bank receives information on return of VAT to the Account, the Bank shall, without a separate Instruction of the Account Holder, immediately debit the VAT Account with the amount indicated in the Information on VAT refund to the Account and credit the Account indicated in the Information on VAT refund to the Account, with same amount.
14. If the amount indicated in the Information on VAT refund to the Account is higher than the funds gathered on the VAT Account, the Bank shall debit the VAT Account up to the amount of balance to such VAT Account and credit the Account indicated in the Information on VAT refund to the Account, with same



- amount. In such a case the obligation, referred to in para. 13 is regarded to have been fulfilled by the Bank in full. The Bank is not required to transfer to the Account the amount constituting a difference between the balance standing to the VAT Account as of the date of Instruction execution arising from the Information on VAT refund to the Account, and the amount indicated in the Information on VAT refund to the Account, if such amount would be received in the VAT Account on a later date.
15. If the Information on VAT refund to the Account is received, the Bank shall refund the amount indicated in such information exclusively to the Account indicated in the Information on VAT refund to the Account. If on the date of Instruction execution, arising from the Information on VAT refund to the Account the Bank does not maintain the Account indicated in the Information on VAT refund to the Account, the Bank shall not execute such Instruction even if it maintains other Accounts related to such VAT Account.

§15. Currency conversion

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

§16. Refusal to effect an Instruction by the Bank

1. Subject to other provisions of the Regulations, the Bank may refuse to carry out an Instruction only if:
- 1) it is against the applicable regulations, or
 - 2) refusal possibility or obligation arises from separate provisions;
 - 3) 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
 - 4) information provided by the Account Holder is incorrect;
 - 5) the funds on the Account, within the Available Balance, are insufficient to carry out the Instruction and cover the Bank's fees related to carrying out such Instruction; or
 - 6) there is a reasonable suspicion that the Instruction made is related to the financing of a criminal activity (in particular terrorists acts), or
 - 7) a payee of such Instruction is:
 - a) an entity from a country (area) covered by total sanctions of the EEA countries or sanctions of the US government agencies,
 - b) an entity included in lists of persons, groups and entities to which specific measures are applied that restrict financial transactions under the European Union law, generally applicable domestic rules and those of the OFAC (Office of Foreign Assets Control in the US Treasury Department), the UNO, likewise the FATF (Financial Action Task Force), or
 - c) an entity from a country other than a member of the Organization for Economic Co-operation and Development (OECD), where members of the Bank's group do not run their business (the list of countries where members of the Bank's capital group run their banking business through a branch or subsidiary, is to be found at the Bank's website: https://www.bnpparibas.pl/_file/repozytorium-pdf/inne-dokumenty/Listy-krajow/Listy-krajow.pdf), and making the Payment Transaction with such a country involves, in the Bank's opinion, a risk for the Bank or for the Account Holder; or
 - 8) a Payment Transaction concerns payment for goods or services originating from the countries or controlled by the governments of the countries referred to in item 7); or
 - 9) the Bank of the Payment Transaction principal or payee is a bank from a country referred to in item 7); or
 - 10) an offence was committed or the Account was used not in conformity with the law; or
 - 11) the amount indicated in the Instruction exceeds the limits set for a given Instruction or Account;

- or
- 12) the Bank effected the Instruction of a Holder of a Joint Account that excluded effecting the Instruction made at the same time by the other Holder of the Joint Account; or
 - 13) the Bank effected the Instruction of the Account Holder or the Proxy that excluded effecting the Instruction made at the same time by the Account Holder or the Proxy, respectively; or
 - 14) funds of the Account have been blocked and effecting the Instruction in full amount is not possible; or
 - 15) there is no any information required which should be indicated on the form used to make the Instruction (including the electronic form) or the information given is incorrect; or
 - 16) the bank of the Payment Transaction payee does not maintain an account in the currency in which the Payment Transaction was initiated; or
 - 17) the Account Holder orders a transfer into an account held with the Bank, effecting of which would require double Currency Conversion; or
 - 18) the Instruction that was considered suspicious during the analysis referred to in § 15 para. 6 item 2 cannot be confirmed with the Account Holder at the specified time.

2. An Instruction whose execution is refused is deemed not received. The Bank shall forthwith inform the Account Holder about reasons of refusal to effect an Instruction and a procedure of rectifying errors that caused the refusal, however, not later than on the date set for the Instruction execution as specified in the Regulations, unless such a notification could violate the law provisions by the Bank.
3. In the cases specified in para. 1 items 7) – 9) above, the Bank may require the Account Holder to provide additional documents concerning this Instruction. The Bank may refuse to effect the Instructions referred to in para. 1 items 7) – 9) even in a situation when it has effected such Instructions before.
4. The Bank may charge a fee for a notification about a refusal to perform an Instruction, in the amount not exceeding justified costs incurred by the Bank, if the refusal was objectively justified, including in particular by the lack of funds in the Account.

§17. Charging options

1. In the event the payment services supplier which acts in favour of the other party to the Payment Transaction, is situated on the territory of a Member State, the Account Holder may order an execution of a Payment Transaction in any currency only with the SHA Charging Option, whereby the Account Holder pays fees set in the Account Agreement and the Table of Commissions and Fees, while the other party – fees agreed upon with its bank or other payment services provider.
2. For International Payments, it is possible to use SHA, OUR or BEN Charging Options – according to the payer's choice. The payer is obliged to cover commissions or fees calculated for such a Payment Transaction execution by other banks or payment services providers.
3. When executing PSD Payments, the Bank does not charge commissions or fees by reducing the amount of an international money order. In the event of the execution of the Instruction to execute Payment Transactions other than PSD Payments, the Payment Transaction amount may be reduced by due commissions and fees.

§18. Adjustments of incorrect postings

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

§19. Submitting Instructions and Payment Transaction authorisation

1. The following types of Instructions are acceptable by the Bank:
 - 1) in writing – made in the Bank Unit, prepared on

- appropriate forms named accordingly as per the type of Instruction; or
 - 2) verbally – in the Bank branch, in the case of cash deposit payments or withdrawals and opening or breaking Term Deposits; or
 - 3) electronically – via Electronic Access Channels, including via the PIS Supplier;
 - 4) by telephone – in the Private Banking Centre.
2. International Payment Instruction should include the following:
- 1) currency ISO code and the Instruction amount specified in digits and in words,
 - 2) name and address of the Account Holder,
 - 3) the Account full number in the NRB or IBAN format, which will be debited by the amount of the Instruction as well as the commissions and fees due to the Bank,
 - 4) name, address, country and residence status of the payee,
 - 5) name and registered office of the payee's bank,
 - 6) correct number of the payee's account in the payee's bank,
 - 7) charging option,
 - 8) title of the payment in favour of the payee.
3. Instruction to execute a Payment Transaction in any currency between suppliers operating on the territory of the Republic of Poland or other Member States (other than the SEPA Credit Transfer), should include details specified in para. 2 (however, the number of the payee's account must be consistent with the IBAN format and the selected charging option will be the SHA Charging Option), whereas for Instructions which require Currency Conversion, the SHA Charging Option. The SEPA Credit Transfer Instruction will be executed by the Bank only provided:
- 1) it is denominated in EUR,
 - 2) it includes the number of the payee's account consistent with the IBAN format, maintained by a bank which is a current participant of the SEPA Credit Transfer Settlement System,
 - 3) it includes a payment title,
 - 4) it includes the SHA Charging Option,
 - 5) it is made for a standard execution time (not expedited).
5. The Account Holder gives its consent to execute the Instruction (authorisation):
- 1) in the case of written Instructions – through providing the Bank with an Instruction form filled in and signed by the Account Holder,
 - 2) for verbal Instructions – through signing, by the Account Holder, of a confirmation of making cash payment or withdrawal and confirmation of opening or breaking a Term Deposit, subject to provisions of § 26 para. 3,
 - 3) for Instructions made via Electronic Access Channels:
 - a) **Pl@net System** – through entering by the User – after filling in an electronic Instruction form – an SMS code sent by the Bank and confirmation of the instruction execution or – depending on the solution adopted in the Account Agreement – through signing the Instruction with an electronic signature, and for:
 - opening Term Deposits,
 - submitting an Instruction to effect a transfer between Bank Accounts held by the same Account Holder,
 - Instructions made to repay the debt on account of a credit card of the Account Holder, by making such an Instruction on an electronic form;
 - b) **BiznesPl@net System** – depending on a solution adopted in the Account Agreement, through:
 - providing an SMS code, sent by the Bank for this Instruction, on the Instruction form, or
 - providing a code, generated by a token for this Instruction, on the Instruction form, or
 - appending an electronic signature to the Instruction;
 - c) **Mobile BiznesPl@net** – by signing the Instruction with an individual PIN defined by the User;
 - d) **MultiCash System** – through signing an electronic Instruction form with an electronic signature corresponding to the electronic signature class defined by the Bank. Information on the electronic signatures classes is available on the Website or in the



- Bank Units;
- e) **Call Centre** – through confirming, during a telephone conversation, an Instruction made verbally, after a prior identification of the User in the Call Centre.
 - f) **Private Banking Centre** – through passing a Telephone Instruction during a telephone conversation, and then confirming its correctness after a prior identification of the User on the basis of a password determined in the Customer Password Instruction.
6. If execution of an Instruction requires a Currency Conversion, an authorisation for an Instruction execution encompasses also a consent to a Currency Conversion.
 7. In the case an Instruction concerns a Standing Order or direct debit, the Account Holder's consent to effecting an Instruction applies to all Payment Transactions following one another according to the conditions stipulated in an Instruction until the Account Holder's consent is withheld or its validity term expires if the consent has been granted for a definite period of time.
 8. Unless further provisions of the Regulations stipulate otherwise, an Instruction may not be cancelled (which means no possibility of withdrawing its authorisation) from the moment it is received by the Bank, unless the Bank grants its consent to cancelling an Instruction after this time. The Bank is authorized to charge the Account Holder with a fee for the Instruction cancellation.

§20. Forms of settlements

1. Settlements made by the Bank may be carried out both in a cash and cashless form, subject to other provisions of the Regulations.
2. Cash settlements are carried out in the Bank Units by crediting the payee's bank account with the amount due or debiting an appropriate amount to the Account.
3. Cash payments and withdrawals may be realised in the following currencies: PLN, EUR, USD, GBP, CHF, provided that cash payments and withdrawals in coins are only made in PLN.
4. Cashless settlements are carried out through:
 - 1) transfer order (including Standing Order);
 - 2) direct debit;
 - 3) Card;
 - 4) Cheque.

§21. Transfer Orders

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

§22. Domestic Mass Payments

1. On the basis of a request, the Bank will provide the Customer with a domestic mass payments service ("Domestic Mass Payments") in the BiznesPL@net System, which enables an execution of a large number of outgoing transfers whose Instructions will be sent collectively to the Bank in the so-called package.
2. Under the Domestic Mass Payments, only domestic payments will be executed, in PLN, up to PLN

- 1,000,000, except payments to ZUS (Social Security Board) and Tax Office.
3. The Domestic Mass Payments service will be executed using a technical account in PLN (Mass Payments Account) indicated as the transfer payer's account.
4. Funds to execute outgoing transfers and for the Bank's commissions and fees for the execution of the Instructions related to the Domestic Mass Payments service will be collected from the Account specified in the request.
5. The Customer shall ensure adequate funds in the Account equal to the sum of payments in the specific Package and the commission and fee amount due to the Bank.
6. Funds reimbursed by third-party banks on account of payments which have not been executed will be posted to the Mass Payments Account and then automatically booked to the Account specified.
7. Service parameters, file formats, transfer execution statuses for a given package as well as commissions and fees related to the Domestic Mass Payments service provided by the Bank, are determined in the request for providing the service.
8. In case of execution of Mass Domestic Payments using a Split Payment, the VAT Account shall be debited with the amount of VAT representing a sum of amounts of VAT arising from individual transfers, not higher than the amount of available balance standing to the VAT Account.

§23. 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:
 - 1) submit a relevant form, duly filled in and signed, to the Bank Unit, or
 - 2) submit, through the PL@net or BiznesPL@net System, 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 must specify:
 - 1) a fixed amount to remain the same over the entire validity period of the Instruction; with a reservation that the Account Holder may separately define the amount of the first or the last payment, which is to be executed with the Standing Order Instruction, or
 - 2) that a Standing Order concerns the entire balance on the Account as at a given day, or
 - 3) that a Standing Order concerns the amount of funds exceeding a defined amount on a given day.
5. If the date specified as a Standing Order Instruction execution date does not fall on a Business Day, the Bank shall effect the Standing Order on a Business Day directly following this day.
6. To allow the Bank to carry out the standing order, the Account Holder is obliged to ensure an Available Balance in the sufficient amount in the Account as at the end of a Business Day directly preceding the date of the standing order execution, and to pay the Bank's fees related to the Standing Order execution.
7. The Account Holder may cancel a Standing Order Instruction (which means cancelling its authorisation) not later than until the end of the Business Day preceding the agreed date of debiting the Account.
8. A Standing Order Instruction, regardless of its submission form, shall be cancelled (what means withdrawal of its authorisation) by providing the Bank with a filled in and signed form made available in the Bank or via the PL@net or BiznesPL@net System.
9. Standing Order may not be effected using a Split Payment.

§24. Direct Debit

1. The Bank collects and effects domestic direct debit orders in PLN. The direct debit service consists in debiting the Account with a defined amount as a result of initiation of this transaction by its payee.
2. The Bank collects and effects direct debits provided that the Bank has received the Account Holder's consent, signed in consistency with the Personal Data Form or Specimen Signature Card, to debit the Account under direct debit service.
3. This consent should be submitted to the Bank in writing (directly at the Bank Unit or sent by a registered mail to the Bank Unit) or in a form of its electronic image sent by the payee's bank via "Ognivo" on-line application.

4. The Bank effects direct debits provided that:
 - 1) NRB number identifying the Account Holder; unique payment identifier and unique payee identifier provided in the direct debit Instruction are consistent with the ones indicated in the consent;
 - 2) the Account Holder ensures that there are sufficient funds on the Bank Account within the Available Balance to execute the direct debit one Business Day before the determined date of effecting the direct debit.
5. The Account Holder may cancel a specific direct debit (which means cancelling its authorisation) not later than until the end of the Business Day preceding the day of debiting the Account, agreed with the Bank – in writing or via the correspondence module of the PL@net System, BiznesPL@net System, or personally, or by telephone via the Private Banking Centre, indicating the date on which the Bank should refrain from debiting the Account on account of executing this direct debit.
6. The Account Holder may withdraw consent to use a direct debit in settlements with a given payee (which means a withdrawal of authorisation to all Payment Transactions effected in favour of this payee under the consent granted). The consent may be withdrawn by providing the Bank with, by the Account Holder or the payee or the bank of this payee, a consent withdrawal form filled in and signed by the Account Holder, or through a correspondence module in the PL@net or BiznesPL@net system, or in person.
7. The Account Holder may demand from the Bank a refund of the authorised direct debit transaction, which has already been executed, within five (5) Business Days of the date of debiting the Account.
8. Within one Business Day of the date the Bank receives a refund request, it makes a refund of the full amount of the Payment Transaction effected under a direct debit instruction together with interest on the direct debit amount due to the Account Holder as accrued on its Account, if the Account bears interest.

§25. Card

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

§26. Cheques

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

§27. Deadlines for receiving and carrying out Instructions on Outgoing Payment Transactions

1. An Instruction is considered received at the moment when the Instruction is delivered to the Bank. In the event the Bank receives the Instruction on a day other than a Business Day, the Instruction is deemed to be



received on the first Business Day following that day. The Account is not charged before receiving the Instruction.

Depending on the form of Instructions made, the moment of delivery is:

- 1) the moment the Bank receives a written or verbal Instruction,
 - 2) the Bank receives an Instruction through the Call Centre or the Private Banking Centre,
 - 3) the moment an Instruction is entered into an electronic communication channel in a manner that enables the Bank to read it - for Instructions made in the PL@net System, BiznesPL@net System, or MultiCash system.
2. In the event the Instruction is made on a day which is not a Business Day for the Bank or it is made after the Cut-off Time, it shall be deemed, only for purposes of calculating the Instruction execution date, that the Bank has received the Instruction on the nearest Business Day following the day on which it is placed.
 3. If the Instruction is to be effected on the day indicated by the Account Holder (future-dated Instruction), it shall be deemed that the Bank received the Instruction on the day indicated as its execution date, only for purposes of calculating the Instruction execution date. In the event it is not a Business Day for the Bank, it shall be deemed, for purposes of calculating the Instruction execution date, that the Bank has received the Instruction on the nearest Business Day following that day.
 4. PSD Payments in EUR or PLN, are executed not later than:
 - 1) by the end of the next Business Day following the Bank's receipt of the Instruction submitted electronically,
 - 2) by the end of the second Business Day after receipt by the Bank of Instruction in a paper form, except Instructions concerning Payment Transactions in PLN executed in whole on the territory of the Republic of Poland, which are governed by the Tax Law of 29 August 1997 and the Regulation of the European Parliament and of the Council (EU) No. 952/2013 of 9 October 2013 establishing the European Customs Code, which are executed not later than by the end of the next Business Day after their receipt by the Bank.
 5. Instructions other than Payment Transactions in EUR and PLN executed on the territory of the Republic of Poland or other Member States are executed by the end of the fourth Business Day following the Bank's receipt of an Instruction.
 6. An execution of an outgoing Payment Transaction means the payment of the Notional Amount will credit a payment account of a bank or other payment services provider of the payee of the Payment Transaction.
 7. Detailed information on terms of carrying out Instructions is available in Bank Units and via the Call Centre.
 8. In the event of doubts as to whether the Instruction has been submitted by a person authorized to act on behalf of the Account Holder, the Bank may suspend the Instruction execution until the Account Holder is contacted to confirm making the Instruction.

\$28. NON-STP Transfer

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

\$29. Cash Payments and incoming transfers execution

1. The Bank credits the Account with the amount of an open cash payment made at the cash desk of the Bank's Unit - immediately upon its making, no later than on the same Business Day. The date of posting of closed deposits is indicated in a separate agreement regarding the service of that product.
2. The Bank shall credit the Account with an incoming transfer amount immediately after this amount credits the Bank's account. Payments received by the Bank after Cut-Off Times credit the Account on the following Business Day. The day on which the Account is credited with the incoming transfer amount is the Value Date.
3. The Bank provides the Payment Transaction amount available to the Account Holder immediately after the amount credits the Bank's account, in the event on the Bank's side: (i) there is no currency conversion or (ii) there is a currency conversion between EUR and the currency of a Member State or between two currencies of Member States. The obligation to immediately provide the Payment Transaction amount available to the

Account Holder applies also to Payment Transactions between accounts maintained by the Bank.

4. If the Agreement stipulates that the Bank does not credit the incoming transfer amount to a specified Account type, the Bank credits the Current Account with the amount of a transfer ordered to such an Account type.
5. In the case the currency of an incoming transfer is different from the currency in which the Account indicated in the transfer is maintained, the Bank, to avoid a Currency Conversion, in the first place shall credit with the transfer amount the Account maintained for the Account Holder in the transfer currency - if the Bank maintains an Account in the transfer currency apart from the Account indicated in the transfer.
6. If in the situation described in para. 5:
 - 1) the Bank does not maintain for the Account Holder, who is a payee, an account in the transfer currency,
 - 2) incoming transfer - internal bank transfer, i.e. the one executed within the Bank's system - was ordered by its payer from an account maintained by the Bank in the Currency, or was ordered in the Currency to debit the payer's account maintained by the Bank in PLN,then the Bank makes a Currency Conversion at the buy or sell rate, accordingly, applied by the Bank, and credits the Account Holder's Account indicated in the contents of the incoming transfer unless the Account Agreement provides otherwise.
7. The Account Holder may place at the Bank an Instruction that incoming transfers for the Account Holder should be posted by the Bank on the Account indicated in the transfer contents through NRB or IBAN number or on other Account indicated by the Account Holder. The Instruction may refer to incoming transfers in selected or all currencies, irrespective of the currency. If the Account indicated in the transfer or in the Instruction submitted by the Account Holder is maintained in a currency other than the transfer currency, the Bank will credit the Account after a Currency Conversion of the transfer amount. Provisions of this paragraph do not apply to transfers in PLN the Bank receives from domestic banks or other domestic payment services providers.
8. The Bank may refuse to credit the Account with the incoming transfer amount in a situation when the principal or the intermediary in such a Payment Transaction is one of the entities referred to in § 18 para. 1 item 7) of the Regulations or when such a transfer concerns the Payment Transaction referred to in § 18 para. 1 items 8) - 9) of the Regulations. § 18 para. 3 of the Regulations shall apply accordingly.

VI. Conclusion, confirmation and settlement of Transactions

\$30. Transaction conclusion manners

Transactions may be concluded:

- 1) over the phone, or
- 2) by electronic means via the Electronic FX Trading Platform, under separate regulations.

\$31. Conditions Precedent to the Transaction conclusion

1. Any Transaction can be concluded provided that the Account Holder holds an Account at the Bank in the Currency and the Settlement Currency and has indicated people authorised to enter into Transactions on behalf of the Account Holder.
2. Furthermore, a Today Transaction can be concluded provided that on the Transaction Conclusion Date, the Account Holder holds funds on the Customer Settlement Account in a relevant currency and amount required to execute the Transaction.
3. The conclusion of an Account Agreement and the Account Holder's fulfilment of conditions precedent to the Transaction conclusion shall not result in, for either Party, any obligation to conclude any Transaction.
4. Either Party has the right to refuse the conclusion of a Transaction without quoting the grounds for the refusal. Neither Party shall be liable to the other Party for any damage borne by that Party, as a result of refusal to conclude the Transaction.

\$32. Minimum Transaction amount

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

\$33. Transaction conclusion over the phone

1. Transactions are concluded over the phone, provided that the Parties sign an Account Agreement.
2. Each Party grants its consent to recording the content of telephone conversations pertaining to Transactions, in particular the Transaction Terms, by the other Party, on electronic data carriers it has selected. Such a recording could constitute evidence in proceedings before courts of law, held to resolve potential disputes between the Parties in connection with the Transactions concluded over the phone.
3. In order to conclude Transactions over the phone, one Party shall contact the other Party in the following manner:
 - 1) the Account Holder shall contact a Bank employee authorised to conclude the Transactions by calling the predefined telephone number;
 - 2) the Bank shall contact the person indicated by the Account Holder in the Bank's form as the person authorised to conclude specific type of Transactions on behalf of the Account Holder, at that person's telephone number held by the Bank.
4. In order to identify the Account Holder, the person authorized by the Account Holder to conclude a specific type of Transactions shall provide, at the request of the Bank's employee, the password set or information out of the identifying data specified by the Account Holder on the Bank's form referred to in para. 3 item 2. The Bank shall identify the Account Holder solely on the basis of the above information. The Account Holder shall bear full responsibility for the Transactions concluded by any unauthorised person who was identified by the Bank in accordance with the Account Agreement provisions as the person authorised by the Account Holder to conclude the Transaction.
5. The Transaction is concluded once the Account Holder and the Bank have made a unanimous declaration of will, to the effect that they accept the Transaction Terms.
6. In order to enter into a Transaction, the Parties shall, in each case, agree on at least the crucial Transaction Terms out of the following: Notional Amount (*Kwota Transakcji*), Currency (*Waluta Transakcji*), Settlement Currency (*Waluta Rozliczenia*), Exchange Rate (*Kurs Wymiany*), Settlement Date (*Dzień Rozliczenia*).

\$34. Transactions concluded under the condition precedent over the phone

1. Transactions may be concluded by the Parties under the condition precedent related to fulfilment of certain parameters pertaining to the Transaction Terms within the time frame agreed by the Parties.
2. The Transaction is concluded under the condition precedent once each Party has made a unanimous declaration of will to the effect that it accepts the Transaction Terms, including the condition precedent. Such Transaction shall become effective once the condition precedent has been fulfilled.
3. The Bank shall confirm, without delay, the fact that the Transaction has become effective by informing the Account Holder (and providing the Account Holder with a Confirmation pursuant to these Regulations).

\$35. Confirmations

1. The Bank shall immediately confirm Transaction Terms to the Account Holder in a Confirmation. However, the Transaction is validly concluded irrespective of whether its Confirmation has been made or not.
2. The Bank may send the Confirmation to the Account Holder in writing by fax, via electronic data transmission system, or in the form of a printout from the Bank's IT system. Confirmations do not require the Bank's signature, and in any case will constitute sufficient proof of the agreed Transaction Terms.
3. Any objections to the content of the Confirmation received should be raised within one Business Day of the receipt thereof. If no objections are raised within the above time frame, it shall be understood as acceptance of the Confirmation content as compliant with the content of the Transaction concluded.

\$36. Transaction settlement

1. A Transaction is settled on the Settlement Date as follows:
 - 1) if the Seller is the Bank - the Bank shall credit the Notional Amount to the Customer Settlement Account maintained in the Transaction Currency, and shall debit the Settlement Amount to the Customer Settlement Account in the Settlement Currency;



- 2) if the Seller is the Account Holder – the Bank will debit the Notional Amount to the Customer Settlement Account maintained in the Currency and credit the Settlement Amount to the Customer Settlement Account in the Settlement Currency.
The Bank shall indicate the number of a Transaction under which it executed the above operations.
2. On the Settlement Date, the Account Holder shall ensure funds on the relevant Customer's Settlement Account in the amount of, respectively, the Notional Amount or the Settlement Amount, and in the case of a seizure of that account by an authorised enforcement body, make a payment directly to the Bank's Settlement Account, quoting the number of the Transaction under which the payment is made.
3. The Party which fails to fulfil its obligation related to making the payment under the Transaction in due time shall, at a request of the other Party, pay interest for delay equal to the Maximum Default Interest on the equivalent of the past-due payment amount, translated into PLN at the NBP mid-rate as of the Settlement Date.
4. In the event on the Settlement Date there are no sufficient funds on the respective Customer Settlement Account to execute (settle) the Transaction, the Bank may refrain from making the payment which it is obliged to make under the Transaction, and may conclude a transaction opposite (as to trade direction) to the given Transaction (the **"Bank's Closing Transaction"**) in order to close the Bank's open currency position. The Bank's Closing Transaction will be concluded at the relevant exchange rate determined in the first table of exchange rates announced by the Bank on the Bank's Closing Transaction conclusion date, but not earlier than on the Business Day following the Transaction Settlement Date. If as a result of concluding the Bank's Closing Transaction the Bank suffers a loss due to an exchange rate difference between the Exchange Rate and the exchange rate applied in the Bank's Closing Transaction, the Account Holder shall pay the Bank the amount equal to the loss suffered. The Bank is authorized to charge the Customer Settlement Account or any other Account with such an amount in a relevant currency.

VII. Electronic Access Channels

§37. Types of Electronic Access Channels

1. The Bank allows the User to access information on the Account and place Instructions regarding the Account via Electronic Access Channels, including:
 - 1) Pl@net System; or
 - 2) BiznesPl@net / Mobile BiznesPl@net System; or
 - 3) MultiCash System; or
 - 4) Call Center; or
 - 5) Private Banking Centre, or
 - 6) Card.
2. The Bank authorises the User to access the Pl@net System, BiznesPl@net System/ Mobile BiznesPl@net, MultiCash System and the Call Centre as well as an option to contact the Private Banking Centre by telephone, upon signing an Account Agreement by the Account Holder. The Bank shall grant the Card to the User upon signing a request for using the Card by the Account Holder. Information on IT hardware requirements necessary to use Electronic Access Channels is available in the Bank Units, on the Website or through the Call Centre.
3. The Bank may enable entering into agreements regarding selected products from the Bank's offering, via the BiznesPl@net System.
4. The User may start using the Pl@net System, BiznesPl@net/Mobile BiznesPl@net System, MultiCash System and the Call Centre, provided that the Account Holder/User has activated the above services, and as regards Telephone Instructions via the Private Banking Centre, provided that a correctly prepared Customer Password Instruction has been submitted to the CBP. An additional condition for the MultiCash System is to install the MultiCash System software in the Account Holder office upon his/her written request. The Bank shall provide and install the MultiCash System software as well as its updates under a service fee/without any additional fees.
5. In order to activate:
 - 1) BiznesPl@net System – the Account Holder should submit a request for the system activation to the CBP; indicating at least persons (Users) for an initial definition of authorisation rights in the BiznesPl@net System;

- 2) Call Centre – the Account Holder should submit a relevant request to any Bank Unit;
- 3) MultiCash System – the Account Holder should submit the request regarding the system installation and activation to any Bank Unit;
- 4) Mobile BiznesPl@net – the Account Holder should submit a request to be granted authorization rights in any Bank Unit;
- 5) Using telephone service via the Private Banking Centre – the Account Holder should submit a correctly prepared Customer Password Instruction.
6. To deactivate an Electronic Access Channel, the Account Holder shall make a relevant written (or in electronic form) request in the Bank Unit.
7. Deactivation of the BiznesPl@net System also means blocking the User's access to Mobile BiznesPl@net.
8. Type of Electronic Access Channels, their functionalities, including the type of Instruction which the User may submit via such channels are limited by the current functional scope of the Electronic Access Channels. Information on the scope of functionality of Electronic Access Channels can be obtained in the Bank Units, on the Website or through the Call Centre.
9. The Bank provides the User with access to Electronic Access Channels 24 hours a day, 7 days a week, except the Private Banking Centre. The Bank however stipulates the possibility of making breaks in the operation of the Electronic Access Channels, to perform actions necessary to ensure proper operation of the Electronic Access Channels, such as maintenance, enhancements or security measures.
10. 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.
11. Transmission protocols (logs) for Instructions placed via the MultiCash are stored by this system for 21 days. The Account Holder shall not delete the protocols on its own and provide them to the Bank whenever requested.

§38. Functionality and technical requirements

1. With respect to all Accounts, the Pl@net System and BiznesPl@net System enable the User to perform, in particular, the following actions:
 - 1) access the information on the Account, Cards and Payment Transactions made by means of such Cards, commissions and fees charged by the Bank as well as Instructions made;
 - 2) make or cancel Instructions, including transfer orders, opening or breaking Term Deposits,
 - 3) apply for products currently offered by the Bank,
 - 4) submit Instructions regarding products offered by the Bank,
 - 5) exchange mail with the Bank.
 The Account Holder, or its duly authorised User, within the scope defined by the Bank, may restrict access for this or any other User to the above-mentioned services.
2. Conditions for making Mobile BiznesPl@net available to the User are the following: the User has to have access to BiznesPl@net System and download to a mobile device dedicated applications called "BiznesPl@net" and provided by the Bank in Apple App Store and Google Play.
3. While activating Mobile BiznesPl@net, the User defines the PIN number used to authorize transactions in Mobile BiznesPl@net.
4. On the basis of authorization rights defined in BiznesPl@net, Mobile BiznesPl@net enables the user to:
 - 1) access information on Accounts, Account history,
 - 2) place and cancel Instructions to make a transfer to a contractor defined in BiznesPl@net.
5. Proper operation of the Pl@net System and BiznesPl@net System requires the User to ensure that the computer and software is in good working order and:
 - 1) that access to the Internet network is available, and
 - 2) the computer is equipped with the internet browser enabling the use of TLS1.1 128-bit protocol.
6. The Bank may change technical or hardware requirements for the equipment necessary to ensure proper operation of the Pl@net System and BiznesPl@net / Mobile BiznesPl@net System.
7. The MultiCash System enables the User to carry out the following operations from the Account Holder's office:
 - 1) receiving statements of indicated Accounts,
 - 2) 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,
- 3) 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;
- 4) 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);
- 5) submitting direct debits in domestic settlements. The Account Holder may limit access, for itself or another User, to the services specified above.
8. By means of the MultiCash System, the Bank accepts to perform only Instructions which were signed by the User with the electronic signature not earlier than three days before the date of their submission to the Bank. The Bank performs such Instructions with the date of their actual execution.
9. Transfer orders and direct debit Instructions submitted by means of the MultiCash System should be grouped in separate files consisting of Instructions of the same execution date, in accordance with the following scheme:
 - 1) transfer orders in favour of Social Insurance Institutions,
 - 2) transfer orders in favour of Tax Authorities;
 - 3) direct debit;
 - 4) other transfer orders.
 The Bank may perform the transfer order Instructions in favour of the Social Security Institutions or Tax Authorities, which contain an error that makes correct identification of the Institution concerned impossible, if such an error allows execution of such Instruction via the Bank IT system. The Bank immediately informs the Account Holder about the errors in the transfer order Instruction by electronic means.
10. Instructions submitted by means of the MultiCash System may be cancelled in writing in the Bank Unit, via fax, by sending to the Bank an appropriate and correctly filled-in form (its model is available on the Website), or in any other way previously approved by the Bank. Any change to the Instruction submitted by means of the MultiCash System requires such an Instruction cancellation, and then submitting a new Instruction.
11. When the Account Holder concludes an appropriate agreement with the Bank and fulfils conditions specified therein, the User can, via the MultiCash System, submit transfer orders from the Account Holder's account maintained in another bank and receive statements from the Bank of operations carried out on such an account.
12. To ensure the correct operation of the MultiCash System, the latest version of the software delivered by the Bank must be used.
13. With respect to all Accounts, the Call Centre enables the User to perform, in particular, the following actions:
 - 1) access the information with respect to the Account and Instructions made (through the Bank-o-phone and Consultant Service),
 - 2) open or break Term Deposits (through the Bank-o-phone and Consultant Service),
 - 3) make Transfer Order Instructions to the benefit of the predefined beneficiaries (through the Bank-o-phone);
 - 4) make Transfer Order Instructions (through the Consultant Service);
 - 5) access information on Cards and other products the Bank offers to the Account Holder (through the Bank-o-phone or Consultant Service),
 - 6) have a stop or hold put on the Card (through the Consultant Service);
 - 7) activate the Card (through the Consultant Service),
 - 8) order confirmation of Instructions execution (through the Consultant Service).
14. The Private Banking Centre enables in particular the following, through a telephone contact:
 - 1) receiving information regarding the Account and Instructions executed;
 - 2) access to information on Cards and other products the Bank offers to the Account Holder,



- 3) opening or breaking Term Deposits,
 - 4) submitting Transfer Order Instructions;
 - 5) submitting Currency Conversion Instructions;
 - 6) communication of an intention to submit a Cash Withdrawal Instruction;
 - 7) having a stop or hold put on the Card;
 - 8) Card activation.
15. The Call Centre/Private Banking Centre will operate correctly provided that the User will use a touch-tone dialling telephone in working order.
 16. Telephone numbers to the Call Centre are specified at the Website (a call charge according to operator's price list).
 17. Instructions made through the Consultant Service cannot exceed the daily limit amount determined by the Bank. The daily limit amount is specified on the Website.
 18. The Account Holder can, within the scope determined by the Bank, limit its own access or access of predefined Users to the services specified above.

\$39. Security Rules

1. Any information the disclosure of which could make the Bank, while identifying the User or authorising Instructions s/he makes via the Electronic Access Channels, recognise an unauthorised person as the User based on correct information provided by that person as required for such identification or Payment Transactions authorisation, or the Transaction conclusion, in particular a password, PIN, SMS code or a private key, shall be kept secret by the User. Therefore, the User shall maintain confidentiality of any information that would enable somebody to access any of the Electronic Access Channels, make Instructions or other requests using them. The above obligation covers also the User's commitment to ensure conditions that make it impossible for unauthorised persons to get to know the data identifying him/her or used to authorise Payment Transactions, passed on by the User while using Electronic Access Channels.
2. The User is obligated to follow security rules set forth by the Bank. In particular, the User is obliged to maintain the proper security level of the telecommunications and IT devices (e.g. computer, mobile phone, tablet) he/she uses to access Electronic Access Channels; in particular, the User shall:
 - 1) use original software only and apply a means of security recommended by the producer of such software,
 - 2) make regular updates of the operating system and the Internet browser recommended by the Bank,
 - 3) use current versions of anti-virus and anti-malware software and firewalls to protect the computer against unwanted network traffic,
 - 4) limit access to telecommunication devices to trusted people only, and access to devices used for the Instruction Authorisation - only to people authorized to perform such actions.Besides, the User is obliged to exercise due diligence when executing any activities related to using the Electronic Access Channels, especially logging in and out from the system in order to secure Instructions made through Electronic Access Channels.
3. Security rules have been described in detail on the Website; they are also available in the Bank Units or through the Call Centre. By entering into the relevant agreement, which provides for an option to use Electronic Access Channels, the User confirms that he/she has known security rules set by the Bank and adopted them for use.
4. To preserve the security of the Instructions made, the Bank informs you that the Bank neither shall request customers to provide their passwords to the Electronic Access Channels, especially via email or using any means of distance communication, nor send electronically any website links with a request to log on.
5. In the event the above information, in particular: the password, PIN, SMS code or the private key has been lost, stolen, appropriated, copied or disclosed to or used by an unauthorised person, or if there is a suspicion that such a situation has occurred, the User shall immediately change the password or PIN accordingly, or instruct the Bank to prevent (block) a further use of the respective Electronic Access Channel. The same notification should be made in the case of loss, theft, appropriation, unauthorised

use, access or copying of the content of the device possessed by the User serving him/her to use the Electronic Access Channels or a suspicion that such a situation has occurred. The notification referred to herein should be made by contacting the Contact Centre or the Private Banking Centre.

6. In order to block a possibility to place Telephone Instructions in situations specified in the item above, the Customer should immediately go to the Private Banking Centre or contact the Private Banking Centre by phone. Each information on a need to block Telephone Instructions that reaches the Bank will mean blocking this function. In order to unblock Telephone Instructions, the Customer is obliged to visit the Private Banking Centre again.
7. The Bank reserves the right to block any Electronic Access Channel:
 - 1) in the event of any justified reasons related to secure access via such an Electronic Access Channel,
 - 2) in connection with a justified suspicion of an unauthorised use of that Electronic Access Channel or intentional effecting of unauthorised Payment Transaction through that channel.
8. Out of concern for security of services provided by the Bank through the Consultant Service, all telephone conversations between the User and the Bank's employees may be recorded by the Bank on a selected data carrier.
9. The Bank recommends that the Account Holder who uses the Account via any Electronic Access Channel should install and use the Software in its IT system. The Account Holder, accepting the Bank's recommendations, should install and use the Software indicated by the Bank. The Account Agreement may provide that the installation and use of the Software, including entering into a relevant agreement with the Software supplier, constitutes the Account Holder's obligation and not only the Bank's recommendation.
10. The Bank ensures the Account Holder a use of the Software without any additional charges under a separate agreement signed by the Bank with the Software supplier.
11. The agreement on the Software installation and use is signed by the Account Holder through accepting the end-user license. The Bank is not a party to the agreement signed by the Account Holder with the Software supplier. The Bank shall not be held liable towards the Account Holder in relation to the Software installation and use.
12. If the Account Agreement includes an obligation for the Account Holder to sign, prior to starting the use of the Account through any Electronic Access Channel, a separate agreement with the Software supplier on the installation and use of the Software indicated in the Account Agreement, the Account Holder shall immediately notify the Bank about signing the said agreement.
13. The Account Holder shall be informed by the Bank, in a manner the Bank deems appropriate, in particular through a direct contact with the Account Holder, a separate message or messages addressed individually to the Account Holder to the email address indicated in the Account Agreement or via information published on the Website about basic assumptions, objectives and functionalities of the Software as well as the need of its update.
14. The Security Rules determined above are not violated by granting consent by the Account Holder to the PIS Supplier to providing the service of access to information about Payment Accounts held and Payment Transactions related to such Payment Accounts.
15. The Bank may refuse access for a PIS Supplier or AIS Supplier to the specific Payment Account for objectively justified and duly documented reasons related to unauthorised or illegal access to the Payment Account by such AIS Supplier or PIS Supplier, including unauthorised initiation of a Payment Transaction.
16. In the event referred to in para. 14, the Bank, in a manner the Bank deems appropriate, in particular by electronic means, will notify the Account Holder about the refusal of access to the Payment Account and its reasons. Whenever possible, the information is provided to the Account Holder prior to the access refusal and on a Business Day following the refusal date at the latest. The Bank may provide such information at a later date, if its justified by security

reasons or separate provisions. The Bank provides the PIS Supplier or AIS Supplier with access to the Payment Account as soon as the reasons justifying the refusal have ceased to exist.

\$40. User Identification

1. 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.
2. In particular, the Bank identifies the User or verifies the Instruction s/he makes by means of an identification code, PIN number, password, SMS (text message) code, or other information held by the User that should be known to the User only. In order for the Bank to carry out the identification procedure, the User shall follow the instructions which are:
 - 1) 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
 - 2) forwarded to the User by the Bank on a current basis through the Electronic Channel the User intends to use; all information provided by the User and required by the Bank to identify the User must be consistent with information held by the Bank.
3. In order to enable the User to place Telephone Instructions or acquire information about the Bank Account through a telephone contact with the Private Banking Centre, the Bank, after receiving a telephone notification about the User's intent to place a Telephone Instruction or acquire information about the Bank Account through a telephone contact with the Private Banking Centre, calls the User back using a telephone that enables registration of the content of the Telephone Instruction placed by the User or the instruction on providing information on the Bank Account, identifies the Customer and confirms the content of the Telephone Instruction or provides the Customer with information requested.
4. If the User identification is unsuccessful three times running, to secure the funds deposited on the Account, the Bank reserves the right to put a hold on the Account through a respective Electronic Access Channel.
5. To unblock an Electronic Access Channel blocked by the Bank, the Account Holder must contact the Bank Unit or the Consultant Service and follow the instructions given by the Bank.
6. The Bank may take extra safety measures, not mentioned in the Regulations, to prevent unauthorised individuals from using Electronic Access Channels.

\$41. Securing and saving Instructions

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

VIII. Commissions and fees

\$42. Table of Commissions and Fees

1. For maintenance of the Account, the Bank shall charge commissions and fees as specified in the Table of Commissions and Fees.
2. Commissions and fees are charged by the Bank to the Account. Commissions and fees denominated in the currency other than the currency of the debited Account are converted at the NBP mid-rate announced on the day preceding the day the Account is charged with such a commission or fee.
3. The information on commissions and fees currently applied by the Bank can be obtained in the Bank Units, on the Website or through the Call Centre/Private Banking Centre.
4. The Bank reserves the right to unilaterally make a change to the Table of Commissions and Fees if at least one of the following circumstances occur:
 - 1) change of the consumer price index;
 - 2) change of costs the Bank must incur to perform actions provided for in the Regulations, and specifically the costs of electricity, telecommunication/IT connections;
 - 3) change of the extent, manner or form of performing an action to which a given commission or fee is applicable,
 - 4) necessity to adjust the level of commissions and fees to competitive offers,



- 5) change or implementation of new legal provisions which affect the Bank's operations or the increase of costs the Bank incurs in connection with its operations specified herein;
- 6) change of macroeconomic conditions which affect the Bank's operations or the increase of costs the Bank incurs in connection with its operations specified in the Regulations.
5. The Account Holder may be notified about amendments to the Table of Commissions and Fees either in an electronic or paper form; additionally, the Bank publishes the information about the amendments to the Table of Commissions and Fees on the Website. 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.

§43. Rules for charging commissions and fees - general provisions

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

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

1. Commissions determined in PLN shall be charged for:
 - 1) maintaining Foreign Currency Accounts, by debiting the FC Account with the amount equivalent to

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

§45. Specific rules regarding charging of selected fees and commissions

Fee collection dates are as follows:

Title	Date
For Account maintenance	on the 26th day of a month (*)
Use and maintenance of the MultiCash System	on the 23rd day of each month for the subsequent month(*)
For using the PL@net / BiznesPL@net System	on the 10th day of each month for the previous month(*)
For SMS notifications within the PL@net / BiznesPL@net System	on the 10th day of each month for the period from the 10th day of the month preceding the charge collection to the 9th day of the month, when the fee is charged (*)
For information on account balances provided by phone upon a password	on the 24th day of the month for which the commission is charged(*)
Fee for preparing and sending consolidated account statements	on the 1st day of each month for the previous month

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

IX. Final provisions

§46. Account Statements

1. The Account Statements are forwarded at dates and in the manner agreed on in the Account Agreement or in a written Instruction of the Account Holder, accepted by the Bank. The Account Holder can choose in particular the statements prepared on:
 - 1) a daily basis, on every Business Day for the preceding Business Day, or
 - 2) a weekly basis, on the Business Day chosen by the Bank for the preceding calendar week.
2. If the Account Holder has not chosen any type of account statements and the manner in which the Account Holder wishes to receive them, monthly statements required under the Civil Code are sent by

the Bank free of charge.

3. Upon the Account Holder's request, the Bank Unit maintaining the Account makes copies of statements for this Account.
4. The Portfolio Account Holder has the right to request at any time a Portfolio Account statement comprising any period of time. In the course of the Management Agreement, the request referred to above may be submitted solely by the intermediary of the Brokerage House. After the end of each calendar year, the Account Holder shall receive a Portfolio Account statement comprising this calendar year to the correspondence address indicated in the Management Agreement.

§47. Change in Account Holder's Personal Data

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

§48. Correspondence with the Bank

1. The Account Holder shall inform the Bank in writing or electronically (using the relevant functionality of the Electronic Access Channel) about any change in its registered office or mailing address by providing current documents with changed data to the Bank.
2. Any communication sent by the Bank to the Account Holder by post or courier to the last mailing or permanent address specified – if the Account Holder provided no mailing address – shall be deemed duly served.
3. Communications may be sent by the Bank to the Account Holder's email address.

§49. Authorisation, hold put on the Account

1. The Account Holder authorises the Bank to debit his/her Accounts, as selected by the Bank (except for the Escrow Account or Trust Account), with the amounts necessary to satisfy the Bank's receivables due from the Account Holder, without the Account Holder's additional Instructions, and to contractually set-off (without need to submit a separate declaration of will) any matured receivables due from the Account Holder against the Account Holder's receivables (even though non-matured) in respect of the Account (except Escrow Account or Trust Account). The Bank shall immediately notify the Account Holder about such an offset

- made. In the event the Account Holder is an individual, the above authorisation does not expire upon his/her death.
2. The Bank has the right to block funds on the Account (except for the Escrow Account or Trust Account) whenever an event of default occurs under an agreement based on which the Bank has granted financing to the Account Holder or a third party, if the Account Holder is obliged to repay such financing (as a surety or for another reason), provided that occurrence of such event of default authorises the Bank to terminate the agreement. The period for which the account remains blocked cannot exceed the period during which the event of default continues to exist. The account may be blocked up to the current debt due to the Bank



under the agreement to which the event of default applies. The Bank shall immediately notify the Account Holder that his/her account has been blocked or unblocked.

3. The Bank has the right to block funds on the Account in the event of a failure to provide the Bank, within two (2) weeks of the date set by the Bank, with any information or documents required under the financial security measures applied by the Bank, stipulated in Article 34 of the Act of 1 March 2018 on Anti-Money Laundering and Counter-Terrorism Financing.

§50. Unauthorised debit balance

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

§51. Limitation of the Bank liability

1. The Bank shall not be held liable for effects of disclosing, via Electronic Access Channels, the information subject to bank secrecy to the person identified by the Bank as the User.
2. The Bank shall not be held liable for a damage which might occur as a result of execution of the Instructions placed in an inappropriate manner, containing errors or incomplete, and in particular due to providing an incorrect account number or amount.
3. The Bank shall not be held liable for any damage resulting from the circumstances beyond the Bank's control, in particular such as:
 - 1) defective operation of power supply systems, telecommunications or IT systems owned by external suppliers or operators,
 - 2) consequences of decisions made by public authorities,
 - 3) after-effects of force majeure understood in particular as disaster, war, terrorist attack, strike, riots,
 - 4) related to the application by the Bank of provisions of law or the Bank's internal regulations on anti-money laundering and counter terrorist financing,
 - 5) attributable to the payee's bank or an intermediary bank indicated by the Account Holder.
4. In the event of damage occurrence, the Bank shall be held liable solely for normal consequences of an action or omission that led to the damage and only within the limits of the actual damage, i.e. losses incurred by the Account Holder, exclusive of lost opportunities.

§52. Liability for unauthorized Payment Transactions

1. In the event Payment Transactions not authorised by the User were effected, the Bank is obligated to immediately, but no later than by the end of the Business Day following the date of an identification of the unauthorized Payment Transaction or the date of receiving a respective report submitted by the Account Holder under the rules determined in the Regulations, replenish the debited Account to the balance that would have existed if no unauthorised Payment Transaction had been effected, subject to the provisions below.
2. The Account Holder shall be held liable for Payment Transactions not authorised by the User, up to PLN equivalent of EUR 150, calculated at the mid-rate as announced by NBP and applied on the Payment Transaction execution day, if the unauthorised Payment Transaction resulted from:
 - 1) using the device, serving the User to use Electronic Access Channels, lost by or stolen from the User, or
 - 2) appropriating the device serving the User to use the Electronic Access Channels or unauthorised use of an Electronic Access Channel resulting from the User's breaching of security obligations determined in the Regulations.
3. The Account Holder shall be held liable for unauthorised Payment Transactions in their full amounts if the User has effected them intentionally or due to wilful misconduct or negligence resulting in breaching at least one of the security obligations determined in the Regulations, including (i) using a device, by which the User uses an Electronic Access Channel, in breach

of the Agreement, (ii) a failure to immediately report a loss, theft, appropriation or unauthorized use of that device or an unauthorized access to that device, to the Bank or an entity indicated by the Bank, or (iii) a failure to undertake any measures necessary to prevent a violation of an individual protection of such a device, in particular to store the device with due diligence without providing it to unauthorized persons.

4. After submitting a notification under the rules specified in the Regulations, which apply to occurrence or suspicion of occurrence of a situation putting the security of the Electronic Access Channel at risk, the Account Holder is not held liable for unauthorised Payment Transactions, unless they resulted from the User's deliberate action. If the Bank fails to ensure a possibility of making a notification, the Account Holder shall not be held responsible for unauthorised Payment Transactions, unless they resulted from the User's deliberate action.
5. The Bank will not reimburse the unauthorized Payment Transaction amount to the Account Holder in the event there is a justified and duly documented basis for suspecting a fraud; the Bank shall notify the crime prosecution authorities thereof in writing.
6. Rules of reimbursement of the unauthorized Payment Transaction amount shall apply also when the Payment Transaction is initiated via the PIS Supplier.

§53. Notification on irregularities in Payment Transactions, Complaints

1. The Account Holder shall immediately lodge a complaint, including notifying the Bank about any identified unauthorised, non-performed or improperly performed Payment Transactions, in the following forms: verbally, in writing, in person, by a proxy, by phone or via email or in each Bank Unit.
2. If the Account Holder fails to make such a notification regarding unauthorised, non-performed or improperly performed Payment Transactions within three (3) months from the date of debiting the Account, or from the date on which the transaction was to be executed – the Account Holder's claims against the Bank for unauthorised, non-performed and improperly performed Payment Transactions shall expire.
3. Complaints shall include all the information that might help process them, likewise copies of the documents which refer to an action being the subject of the complaint and specify the grounds for complaint filing.
4. At the Bank's request, the Account Holder shall provide any additional information or documents if, in the Bank's opinion, such information or documents are essential to process a complaint.
5. The Bank shall immediately process and reply to complaints regarding Payment Transactions and providing other services governed by the Payment Services Act, no later than within 15 Business Days of the date of receiving the complaint. To observe the time limit it is sufficient to send the reply before its expiry. In particularly complex cases that prevent the Bank from resolving the complaint within the above time frames, in the information delivered to the Holder, the Bank explains the reasons for the delay, specifies the circumstances that need clarification and sets a time scale for solving the complaint that cannot exceed 35 days of the complaint receipt.

§54. Other Complaints

1. With respect to matters other than those defined in § 56, the Account Holder may lodge complaints (reservations) in the Bank concerning services provided by the Bank. Complaints shall be lodged immediately after the occurrence of circumstances which raise doubts of the Account Holder, which will facilitate and accelerate a fair consideration of the complaint. In the event of an Account Holder who is a natural person, rules defined in para. 2-4 shall apply.
2. Complaints may be lodged (i) in writing – in person in the Bank's branches or registered office, or by mail sent to the address of the Bank's branch or registered office, (ii) verbally – by telephone at the call centre number +48 22 566 99 99 (a call charge according to operator's price list), or in person to be minuted in the Bank's branch or registered office, and (iii) by electronic means – through electronic banking systems or using a complaint form at the Website. Full contact details of the Bank's branches and registered office are provided at the Website and in the Bank's branches.
3. When the Account Holder has lodged a complaint, the Bank considers the complaint and provides a reply to the Account Holder in paper or using another read-

only data carrier; whereas providing the reply by email requires the Account Holder's request.

4. The complaint is considered by the Bank and the reply is provided immediately, no later than within 30 days of the date of the complaint receipt. In particularly complex cases that prevent the Bank from resolving the complaint within the above time frames, in the information delivered to the Account Holder, the Bank explains the reasons for the delay, specifies the circumstances that need clarification and sets a time scale for solving the complaint that cannot exceed 60 days of the complaint receipt, if the Account Holders are natural persons.

§55. Non-assignment and negative pledge clause

Receivables arising from the Account Agreement shall not be assigned to any third party without the prior written consent of the Bank.

§56. Declarations and requests

1. Declarations of will or knowledge submitted by the Parties in scope of execution of the Account Agreement, shall be delivered in writing, unless the Account Agreement or Regulations provide otherwise.
2. To the extent defined by the Bank, declarations of will associated with performance of the Account Agreement and requests for concluding agreements regarding products offered by the Bank, may be submitted electronically via the BiznesPL@net System. Declaration of will in an electronic form submitted via the system BiznesPL@net brings about the same legal effects as a declaration made in writing. Declarations of will submitted in an electronic form must be made according to the authorisation rules defined in the Regulations.
3. When a declaration of will or knowledge is submitted in writing (other than an Instruction) on behalf of the Account Holder or in connection with the Account Agreement (e.g. the PDF), the signature should be affixed in the presence of an employee of the Bank or of a bank that is a member of the BNP Paribas Group abroad, or a notary. In cases specified by the Bank, such declarations may be accepted without being signed in the presence of the persons mentioned above, provided that: the Bank has specimen signatures of persons who make the declarations of will or the Proxy's signature is affixed in the presence of the Account Holder's representative and the Account Holder confirms the identity and signature of that person.

X. Amendments to the Regulations

§57. Regulations amendment conditions

1. The Bank may unilaterally amend the Regulations for significant reasons including in particular:
 - 1) introduction of new functional, organisational or technical solutions by the Bank,
 - 2) introduction of new banking products or modification of functioning of the existing products by the Bank,
 - 3) modification of the Bank's IT system used by the Bank to provide services specified in the Regulations,
 - 4) change in the scope, manner and form of providing services covered by the Regulations;
 - 5) change or implementation of new law provisions or change in interpretation of the aforementioned provisions by competent bodies, and issuance of recommendations as to the application of relevant provisions by competent bodies and self-governing organization of banks to which the Bank belongs, affecting the Bank's operations or growth of expenses related to the Bank's activity covered herein.
2. The Account Holder may be notified about amendments to the Regulations either in an electronic or paper form; additionally, the Bank publishes information about the amendments to the Regulations on the Website.
3. Within 14 days of receipt of a notification about amendments to the Regulations, the Account Holder may terminate the Account Agreement upon one-month notice, otherwise the amendments shall be deemed accepted by the Account Holder and become effective.
4. The termination of the Account Agreement in the manner referred to in para. 3 shall have no impact on the Transactions concluded prior to the termination of the Account Agreement and all provisions of the Account Agreement and Regulations shall remain in force with



respect to such Transactions, until their complete execution.

XI. Amendment, termination and expiry of the Account Agreement

§58. Form of amendments to Account Agreement

Any amendments to the Bank Account Agreement must be made in writing, otherwise they shall be deemed null and void, unless the Account Agreement or Regulations provide otherwise.

§59. Account Agreement Termination by the Account Holder

1. The Account Holder may terminate the Account Agreement at any time upon one-month notice, whereas in the event the Account Holder has unsettled Transactions or Term Deposits, the Account Agreement shall expire, respectively, upon the Settlement Date of the last Transaction / upon maturity of the last Term Deposit. During the notice period, a revolving Term Deposit shall not be rolled over for subsequent periods.
2. A notice of the Account Agreement termination shall be made in writing, otherwise it shall be deemed null and void.
3. Termination of the Account Agreement may also include termination of Term Deposits concluded, which means early termination of all Term Deposits concluded for a period longer than the notice period of the Account Agreement. In such a case provisions of the Regulations that govern breaking a Term Deposit shall apply.
4. Upon the Account Agreement termination or expiry, the funds deposited on the Account shall be rendered available to the Account Holder. The funds shall bear no further interest.

§60. Bank Account Agreement termination by the Bank

1. The Bank may terminate the Account Agreement upon one-month notice for important reasons, in particular when:
 - 1) the Account Holder has provided the Bank with false information or documents that are forged or attest to untruth or the Account Holder has misled the Bank in any other manner when concluding or performing the Account Agreement;
 - 2) the Account Holder fails to comply with the provisions of the Regulations or the Account Agreement;
 - 3) within 14 days from the date of respective notice, the Account Holder has failed to pay the sum of commissions or fees, charged by the Bank for the Account maintenance;
 - 4) the Account Holder, User, Proxy or any person that is a member of governing bodies of the Account Holder, its shareholder or stakeholder, has committed a crime defined in the provisions of Chapters XXXIII-XXXVII of the Penal Code and Article 586-592 of the Commercial Code of Companies and Partnerships, or uses the Account against the law or for illicit purposes;
 - 5) the Account Holder has ceased to conduct the activity, in connection with which the Bank opened the Account;
 - 6) the Account Holder pursues its activity without the required permit;
 - 7) the Account Holder's conduct disrupts customer services rendered to other Customers, or it jeopardizes or violates the interest of other Customers or the Bank's employees;
 - 8) the Account Holder, whose Account has been blocked under the Regulations, fails to eliminate the reasons for the Account blocking, within the time frames specified in a written notice sent by the Bank to the Account Holder;
 - 9) violation by the Account Holder of the law provisions related to anti-money laundering and financing of terrorism, or using the Bank's activity to carry out criminal or related activities;
 - 10) failure to provide the Bank, within one month of the date set by the Bank, with any information or documents required under the financial security measures applied by the Bank, stipulated in Article 34 of the Act of 1 March 2018 on Anti-Money Laundering and Counter-Terrorism Financing;

- 11) negative assessment of risk within the meaning of Article 33 of the Act of 1 March 2018 on Anti-Money Laundering and Counter-Terrorism Financing;
- 12) the Bank has phased out a product or a service offered under the Agreement,
- 13) amendments to the applicable law provisions that hinder or impair provision of services under the Account Agreement;
- 14) 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.
- 15) the Account Holder, his/her statutory representative, Proxy or any party to a Payment Transaction or other transaction made with the use of the Account, including an Escrow Account, is an entity on which any sanctions have been imposed, in particular domestic or international ones, or embargoes imposed by the European Union, the United Nations Organization and the United States of America (sanctions in the remit of the Department of State or Department of Treasury);
- 16) the Account Holder, his/her statutory representative or Attorney, and parties to the Escrow Account, use a given Account to conduct an activity which – in the Bank's justified opinion based on applied financial security measures required by the Act on Anti-Money Laundering and Counter-Terrorism Financing – may be used by an entity on which any sanctions have been imposed, in particular domestic or international ones, or embargoes imposed by the European Union, the United Nations Organization or the United States of America (sanctions in the remit of the Department of State or Department of Treasury)

2. For Term Deposit Accounts opened by the Account Holder, the Bank Account Agreement shall expire upon maturity of the last Term Deposit (during the notice period, a revolving Term Deposit shall not be rolled over for subsequent periods).
3. Upon the lapse of the Account Agreement notice period, the Bank puts the funds deposited on the Account at the Account Holder's disposal. The funds shall bear no further interest.
4. In the event that no transaction has been carried out in the Current Account or Foreign Currency Account or Auxiliary Account or Placement/Progressive Account within the period of 12 months, except for the interest rate capitalisation, and the balance of funds in these Accounts does not exceed the amount of PLN 100.00, the Account Agreement shall be terminated with respect to the Current Account and/or Foreign Currency Account and/or Auxiliary Account and/or Placement/Progressive Account without notice of termination, unless the above Accounts are related to other products that the Account Holder can use under the Agreement or other agreements concluded with the Bank, pursuant to which the above Accounts must be held.

§61. Account Agreement Termination Date

1. The Bank Account Agreement shall be terminated:
 - 1) after the lapse of the notice of termination period or the period referred to in § 62 para. 4,
 - 2) once the Bank has received reliable information about the Account Holder's death or termination of the Account Holder's legal entity, with a proviso that for a natural person, the Account Agreement is terminated no earlier than one (1) year following the date of the Account Holder's death and under the condition that no succession management has been established.
2. Pursuant to the Act of 1 March 2018 on Anti-Money Laundering and Counter-Terrorism Financing ("the Act"), the Bank is obligated towards each customer to apply the financial security measures defined in the Act. In connection with the fact that on the basis of information received as at the date of the Account Agreement conclusion, the Bank is not always able to fully perform the obligation rested on it as indicated in the Act, the Account Agreement shall come into force under the condition precedent that consists in a positive verification of the Account Holder by the Bank, resulting from the application of financial security measures. The Bank shall inform the Account

Holder about a potential negative result of the verification within five (5) Business Days of the date of the Account Agreement conclusion at the latest, either in writing or by electronic means, via the electronic mail. Lack of information from the Bank within the above time frame shall mean the positive verification of the Account Holder.

3. If on the last day of the notice period of the Account Agreement any funds are gathered on the VAT account, the Bank shall maintain only one Account related to the VAT Account until receipt by the Bank of the Information on VAT refund to the Account or until occurrence of another event provided for by the law, as a result of which the balance of funds on the VAT Account shall be zero. In such period the bank shall not execute any instructions of the Account Holder in scope of the funds gathered on the Account and VAT Account (and shall not credit the Account on account of cash payments and effect incoming transfers), except Instructions arising from receipt of the Information on VAT refund to the Account. In case of termination of the Account Agreement by the Bank, the Bank shall, in the declaration on termination of the Account Agreement, indicate the Account which will be related to the VAT Account.
4. In case of termination of the Account Agreement in the part concerning the Account to which only one VAT Account relates, the Account Holder shall submit an Instruction to transfer the funds gathered on the VAT Account to another VAT Account. If the Account Holder fails to submit such Instruction within the notice period, the Bank may make a transfer from such VAT Account to a VAT Account he/she indicates.

§62. Court Jurisdiction

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

XII. Additional provisions

§63. Access to personal data

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