



## **Information package**

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## REGULATIONS REGARDING ACCOUNTS AND OTHER SERVICES FOR PRIVATE BANKING CUSTOMERS WHO ARE NOT CONSUMERS

### I. Initial Provisions

#### §1. General Provisions

1. These Regulations shall apply from 9 Nov. 2019, specifying the terms and conditions under which the Bank manages its Accounts, Fixed Term Deposits, Cards, selected Electronic Access Channel Services, Payment Transactions and FX Transactions for Account Holders who are not consumers and have been classified by the Bank in the Private Banking Customer segment.
2. Where there are Appendices to the Regulations, they shall form an integral part hereof.
3. Any and all provisions of the Regulations concerning Payment Transactions shall apply to PSD Payments, unless specified otherwise herein.
4. The Parties hereto have hereby excluded application of the following provisions of the Payment Services Act:
  - a) Chapter II, excluding art. 32a;
  - b) Chapter III art. 34-37, art. 40 par. 3 and 4, art. 45, art. 46 par. 4-5, art. 47, art. 48, art. 51, as well as the provisions of section 4 of Chapter III of the Payment Services Act (except for art. 59) as regards Payment Transactions not mentioned under art. 53 ust.1 of said Act;
  - c) Chapter IX art. 144 – 146.
5. The Bank marks the products and services it offers with trade names defined in the Commissions and Fees Tariff.

#### §2. Definitions

The terms used herein shall be construed as follows:

1. **Mobile Application** – any application installed on remote devices featuring Android or iOS software: GOMobile, GOMobile Biznes, or Mobile Biznes PI@net, made available in the Electronic Access Channels;
2. **Authorisation** – Account Holder's consent to carry out a Payment Transaction;
3. **Bank** - BNP Paribas Bank Polska S.A. with its registered office in Warsaw, 10/16 Kasprzaka street, 01-211 Warsaw, entered in the Register of Entrepreneurs of the National Court Register (KRS) by the District Court for the Capital City of Warsaw in Warsaw, 12<sup>th</sup> Commercial Division of the National Court Register under KRS No. 0000011571;
4. **Correspondent Bank** – any bank managing a bank account for the Bank (the so-called Nostro Account), or any Bank for which the Bank manages a bank account (the so-called Loro Account);
5. **Brokerage House** – a separate organisational Unit of the Bank carrying out brokerage activities, acting as a branch;
6. **BiznesPI@net** – one of the Internet Banking Systems made available to Customers via Electronic Access Channels (EKD), the principles of which have been described herein;
7. **Private Banking Centre (CBP)** – an organisational unit of the Bank serving customers of the Private Banking segment;
8. **Telephone Centre** - a telephone banking service enabling registered EKD users, following prior identification and additional verification (if required for a given Instruction), to obtain - through a telephone - access to bank products and services, to obtain information about such products, and to individually give selected Instructions, including automatically by using a Bankofon or talking to a Consultant. Details of the functionality, the list of Instructions, and CT user services in the Telephone Centre are available in the Bank's units, on its Website, or in the telephone Centre;
9. **Check** - a document issued in the form provided for by the Check Law of 28 April 1936, featuring an unconditional instruction of the Check Issuer, addressed to their bank, to pay out cash indicated in the check to the check bearer, or to a duly indicated person, from the funds possessed in such bank by the Check Issuer;
10. **Currency Date** – the moment from which or until which the Bank charges interest on funds with which the Account has been charged or debited;
11. **BP Advisor** – an employee of the Bank responsible for servicing Private Banking Segment Customers;
12. **AIS Provider** – an entity other than the Bank, providing the Account Holder with a service consisting in providing information on the Payment Account information and related Payment Transactions (AIS service);
13. **PIS Provider** – an entity other than the Bank, providing the Account Holder with a service consisting in initiating non-cash Payment Transactions from a Payment Account (PIS service);
14. **CAF Provider** – an entity other than the Bank, issuing a payment card or another payment instrument based on a payment card to the Account Holder, which - based on the Account Holder's consent - will be linked to the Payment Account indicated by the Account Holder in such a way that the Bank will confirm - at the request of the CAF Provider - the availability of amounts necessary to carry out a Payment Transaction in the Payment

Account, executed on the basis of the aforementioned payment instrument (CAF service);

15. **Available Balance** – the sum of funds collected in the Account, increased by the funds made available in the Account by the Bank within the framework of credit products related to the Account, and decreased by the Account freezes implemented by the Bank, and - in the case of MPP Payments - increased by the funds in the related VAT Account;
16. **Instruction** – any instruction directed to the Bank as regards making settlements indicated therein, in particular cash payments or payouts, transfers of funds by means of a transfer order, including Standing Orders, direct debits, settlement of payments with a card, and the opening or termination of a Time Deposit, or other Account operations, given by the Account Holder, as provided for in the Regulations or in the Account Agreement;
17. **FX Transfer Instruction** – an instruction to make a Payment Transaction, given by the Account Holder to the Bank, expressed in the Transaction Currency (other than the currency of the Account being charged) and concerning the Transaction Amount (or a part thereof) purchased from the Bank by the Account Holder based on the Exchange Rate;
18. **Telephone Instruction** – an Instruction given under the terms and conditions specified in the Regulations, by the Account Holder during a telephone conversation with an employee of the Private Banking Centre;
19. **Instruction to Establish a Password** – a document submitted by the Account Holder, containing including in particular personal data of the Account Holder or their Proxy, the Account Holder's account number, and a password established by the Account Holder so that the Bank may verify the identity of the Account Holder or their Proxy by the phone;
20. **Business Day** - any day of the week, from Monday through Friday, excluding public holidays, on which the Bank runs its business covered by the Regulations, and days on which no institution or financial market required to settle or set forth the conditions for the settlement of an FX Transaction or Payment Transaction work. Information on the Business Days and working hours of the Bank Units, and on the hours at which the Bank accepts and conducts Payment Transactions and FX Transactions is available at the Bank Units, in the Telephone Centre, and on the Website. Furthermore, for individual Payment Transactions, other locations may be indicated to determine whether a given day is a Business Day;
21. **Settlement Date** – a Business Day defined in the Transaction Terms and Conditions, on which the FX Transaction is executed (settled);
22. **Valuation Date** – each Business Day during the term of the Agreement, on which the Bank calculates the Valuations / total Valuations of each FX Transaction;
23. **Conclusion Date** - a Business Day on which the FX Transaction was conducted;
24. **Electronic Access Channels (EKD)** – technical and functional IT solutions made available by the Bank based on an Agreement or Request, enabling access to bank products and services through remote wire or wireless devices used by the EKD User indicated by the EKD Holder, and enabling the EKD User to order transactions or initiate other instructions and activities. Details of the functionality and operation of Electronic Access Channels are available in the Bank Units, on its Website, or in the telephone Centre. Electronic Access Channels include Internet Banking Systems, Mobile Applications and other electronic and telephone banking services;
25. **Electronic FX Platform** – one of the electronic banking services, constituting the Bank's online transaction platform which allows the Account Holder to make FX Transactions and receive information pertaining to the financial market. The Electronic FX Platform has been described in the Regulations of the Electronic FX Platform in BNP Paribas Bank Polska SA, and it is made available by the Bank under various names / trade markings;
26. **EUR** - euro, legal tender in countries which are members of the Economic and Monetary Union;
27. **Cut-Off Time** - the hour of the Business Day fixed for each Instruction, FX Transaction or Request, following which the Instructions, FX Transactions or Requests received in order to calculate execution dates shall be deemed as received on the next Business Day. The list of Cut-Off Times for individual Instructions and Requests is available in the Bank Units, on the Website and in the Private Banking Centre;
28. **GOMobile** – one of Mobile Applications made available to the User of GOnline, the rules of which have been described in the Regulations of Electronic Access Channels of BNP Paribas Bank Polska S.A.;
29. **GOMobile Biznes** – one of Mobile Applications made available to the User of BiznesPI@net following authorization given by the Account Holder, the rules of which have been described hereunder.
30. **GOnline** – one of the Internet Banking Systems made available to Customers via Electronic Access Channels (EKD), the rules of which have been described in the Regulations of Electronic Access Channels of BNP Paribas Bank Polska S.A.



31. **Private Banking Password** – a password created by the Account Holder or their Proxy on the form of instruction to establish a password so that an employee of the Private Banking Center may verify the identity of the Holder or their Proxy by the phone, during execution of the Telephone Instruction;
32. **3D Secure Password** – a code sent in the form of a text message (SMS) to the mobile phone number indicated by the Card User, serving as an additional security of Instructions made with a Card online in locations which accept and offer such security;
33. **Biometric Identifier** – a record of an individual physical characteristics of a person (e.g. fingerprint, facial image) enabling verification of their identity;
34. **Endorsement** - transfer of rights from the Check by way of placing the annotation "to be collected" on the back of the Check and the Bearer putting their signature consistent with the Specimen Signature Card;
35. **Personal Authentication Data** – individual features for authentication purposes, also within the framework of Authorisation, in particular indicated confidential personal data, processes, codes, passwords, numbers (such as CVC2/CVV2 codes, SMS code, PIN code, 3D Secure Password);
36. **Collection** – the Bank's acceptance of a Check from the Bearer, and then its transfer to the Check Issuer's bank in order to have it paid (foreign collection) or pay for it if the Bank administers the Check Issuer's account (own collection);
37. **Bank Unit** – any Bank branch, or Bank branch office, or a Private Banking Center, or a partner agency in which the Bank runs its business. The list of all the Bank Units is available on the Website, at the Telephone Centre, and at every Bank Unit;
38. **Card** – any debit payment card issued by the Bank to the Card User in relation to their Account, based on an Agreement concluded or Request, enabling the Card User to use the funds from the Account in relation to which it was issued or to which it is connected;
39. **Personal Data Card (KDO)** – a document containing personal data of each person authorised to give Instructions, in accordance with their authorization and specimen signature;
40. **Company Data Card (KDF)** – a document containing Account Holder information;
41. **Signature Specimen Card (KWP)** – a document featuring all the persons indicated by the Account Holder, acting on behalf and for the benefit of the Account Holder, possibly containing personal data of such persons, their specimen signatures, and the scope of rights to make use of the Accounts and to give written Instructions;
42. **Customer** – any entity, or entrepreneur who is not a consumer within the meaning of the Civil Code, applying for conclusion of an Agreement with the Bank, or holding an Account, classified by the Bank in the Private Banking Customers segment;
43. **CVC2/CVV2 Code** – 3-digit security number used to verify transactions without a physical presentation of the card, appearing on the back of the Card, printed close to the signature strip.
44. **SMS Code** – a single numerical password transmitted via a text message to the mobile phone number indicated by the EKD User, used to confirm login to the selected EKDs, to give Instructions, or to authorize Payment Transactions;
45. **Civil Code** – the Civil Code Law of 23 April 1964 or any legal act replacing the same;
46. **Transfer Message** – a transfer message for making MPP payments, defined in art. 108a (3) of the VAT Act, as amended by applicable laws;
47. **Buyer/Seller** – as the case may be, the Bank or the Account Holder in the event of settlement of FX Transactions;
48. **Cross Rate** – the Bank's rate of converting one Currency to another Currency; the exchange is carried out in such a way that the Bank makes the exchange based on its own purchase rate, and then exchanges the currency obtained in the domestic currency to the target Currency based on its own sale rate;
49. **Order Execution Rate** – the rate - specified by the Customer - at which the Order will be executed;
50. **Exchange Rate** – the Settlement Currency rate, determined under the Transaction Terms and Conditions, against which the Transaction Amount is sold or purchased;
51. **Settlement Amount** – the amount denominated in the Settlement Currency, which is the equivalent of the FX Transaction Amount in the Settlement Currency, calculated as the product of the FX Transaction Amount and FX Rate;
52. **Transaction Amount (Notional Amount)** – the amount denominated in the Transaction Currency sold by the Seller to the Buyer;
53. **Time Deposit** – cash in PLN or in FX Currency deposited for a fixed period of time in the Time Deposit Amount for a given currency, and at a given interest rate;
54. **Business Day Locations** – locations appropriate for determining whether a day is a Business Day. Business Day Locations may be determined by the Parties for each FX Transaction;
55. **Mobile BiznesPI@net** – one of Mobile Applications made available to the User of BiznesPI@net following authorization given by the Account Holder, the rules of which have been described hereunder.
56. **Mobile Authorisation** – an integral part of the Mobile Application by which the EKD User can approve or reject operations in the Internet Banking System;
57. **MultiCash** – a service making part of the electronic banking, consisting of a set of ICT devices and appropriate software, made available to the Customers within the EKD framework, the rules of which have been described hereunder;
58. **Unauthorised Debit Balance** – the Account Holder's debt to the Bank in excess of the Available Balance, arising in particular from the settlement of the Instruction in the Account, or from charging the Account with the amount of commissions or fees payable to the Bank;
59. **NRB/IBAN** – a bank account number / international bank account number, which is an explicit account identifier used for account identification in Payment Transactions;
60. **Maximum Delay Interest** – maximum interest for delay, pursuant to art. 481 of the Civil Code;
61. **BEN Cost Option** - a cost option made available for cross-border transfers remitted outside a Member State or in a currency other than EURO, whereby the fees and commissions of all the banks participating in the transfer are paid by the recipient;
62. **OUR Cost Option** - a cost option made available for cross-border transfers remitted outside a Member State or in a currency other than EURO, whereby the transferor undertakes to pay any and all commissions and fees payable to the bank in connection with transfer execution, including the costs of intermediary banks participating in the transfer;
63. **SHA Cost Option** – a cost option, whereby the commissions and fees payable to the remitting Bank are paid by the principal, while and the costs of the recipient's bank and intermediary banks participating in the transfer are paid by the recipient;
64. **Software** – specialised software prepared with a view to reducing the risk of theft of financial resources from bank accounts, and bank data transmitted electronically, in particular with regards to the risk of automatic installation of the so-called "malware" (i.e. unlawful, automated and secret data downloading in the course of browsing websites, as well as execution of unauthorised transactions), and phishing. Such software is an additional element of protection and does not in any event replace anti-virus or protective software, including the so-called firewalls, used by the User so far;
65. **Payment Organisation** – a card organisation whose members include financial institutions creating a clearing system for Instructions given by means of Cards, including MasterCard Worldwide or Visa;
66. **Member State** - any member state of the European Union or European Free Trade Agreement (EFTA) – a party to the Agreement on the European Economic Area;
67. **Power of Attorney** – a document indicating a Proxy and specifying their basic data and authorizations;
68. **Proxy** – a person entitled to act on behalf or for the benefit of the Customer within the scope specified in the Power of Attorney;
69. **MPP Payment (Split Payment)** – payment executed by means of a split payment mechanism referred to under art. 108a. of the VAT Act;
70. **PSD Payment** – Payment Transaction in PLN, EUR or another currency of a Member State, executed in the territory of the Republic of Poland or in trade with Member States;
71. **Foreign Payment** - Payment Transaction in any currency, with regards to which the payment service provider acting on behalf of the other Party to the Payment Transaction is located in a country other than a Member State;
72. **VAT** – tax on goods and services (value added tax) within the meaning of the VAT Act;
73. **Bearer** – Account Holder presenting a check to be collected in the Bank;
74. **Account Holder or Customer** – a domestic or foreign entity which is not a consumer within the meaning of the Civil Code, which entered into an Account Agreement with the Bank;
75. **Banking Law** – the Banking Law Act of 29 August 1997 or any law replacing said act;
76. **Confirmation** – a document drawn up by the Bank, including in electronic form, confirming the Transaction Terms and Conditions or amended Transaction Terms and Conditions;
77. **NON-STP Transfer** – a transfer which is not a domestic transfer in PLN, in the contents of which any of the failures or faults (given below) have been found:
  78. no correct SWIFT (BIC) code of the recipient's bank;
  79. the recipient's account is not an IBAN (where the recipient's account is administered in a country requiring IBAN),
  80. the instruction has been incorrectly formatted (data was entered in inappropriate fields).



- 81. SEPA Transfer** – a transfer order executed by the SEPA Credit Transfer Settlement System, fulfilling the following criteria:
- denominated in EUR,
  - transferred between accounts held by banks established in Member States or Switzerland,
  - containing the correct account number of the beneficiary in accordance with the IBAN format,
  - containing the SHA Cost Option,
  - free from any additional payment instructions;
- 82. TARGET Transfer** – a transfer order executed between the Target system participants in real time, with a zero currency date (D+0) meeting the following criteria:
- denominated in EUR,
  - containing the SHA Cost Option,
  - containing the correct account number of the beneficiary in accordance with the IBAN format,
  - containing a correct BIC code number,
  - the recipient bank is a participant in the Target system,
  - such option was chosen for the ordered transfer.
- 83. Sanction Laws** - any economic or commercial sanctions, acts, regulations, or preventive measures (including, for the avoidance of doubt, any sanctions or measures relating to any embargo, asset freeze) adopted, administered, imposed or implemented by the United Nations or by the European Union (or the French Republic or the Treasury Secretary of the United Kingdom), by the United States of America (including OFAC regulations) or any other duly authorised institution;
- 84. Currency Conversion** – currency exchange done and agreed by the Bank, based on the currency selling or purchase rate, applicable at the Bank on the day the Bank executes the Instruction, or - where the Currency is being exchanged to another Currency, on the Cross Rate. The exchange rates applied by the Bank are fixed on the basis of current exchange rates in the interbank market adjusted by a fixed Bank margin expressed as a percentage. Information on exchange rates and Currency margins (expressed in terms of the difference between the selling and purchase rates, the so-called spreads) are available in the Bank Units, on the Website, or at the telephone Centre. The aforementioned definition does not apply to the conclusion of FX Transactions;
- 85. Account** – a bank account opened by the Bank for the Account Holder under a relevant Account Agreement (excluding the VAT Account);
- 86. Current Account** – a Payment Account used to collect funds and make Payment Transactions and any other settlements related to the Account Holder's business;
- 87. Escrow Account** – an account maintained by the Bank under a tri-party agreement concluded by the Bank and its counterparties – parties to another Agreement. The Escrow Account is opened solely for the purpose of storing cash deposited in the Bank by one of the counterparties and of paying out such funds to the other counterparty following the fulfilment of certain terms and conditions;
- 88. Time Deposit Account** – an account that is not a Payment Account, intended exclusively for the storage of Time Deposits;
- 89. Payment Account** – a settlement account used for the execution of Payment Transactions, FX Transactions, which is not not a Time Deposit Account, a Trust Account, a Mass Payment Account, or a VAT Account;
- 90. Auxiliary Account** – a Payment Account used to collect funds and make Payment Transactions and any other settlements related to the Account Holder's business; The Currencies in which the Bank opens and maintains the accounts shall be specified the Bank's offer;
- 91. Auxiliary Savings Account** – a Payment Account used for storing funds and making Payment Transactions related to the Account Holder's business;
- 92. Portfolio Account** – an account intended solely for the collection of funds entrusted by the Account Holder for the purpose of the Brokerage House providing portfolio management services, consisting of one or more financial instruments of the Account Holder, i.e. for making and executing investment decisions in the Account Holder's account;
- 93. Trust Account** – a trust account within the meaning of the Banking Law;
- 94. Customer's Settlement Account** – an account in the Transaction Currency or Settlement Currency, by the agency of which the Transaction is executed;
- 95. FX Account** – a Payment Account intended to hold cash in Currencies payable on demand and carry out cash settlements. The Currencies in which the Bank opens and maintains the accounts shall be specified the Bank's offer;
- 96. VAT Account** – a VAT account within the meaning of art. 62a (1) of the Banking Law, administered by the Bank for the benefit of the Account Holder;
- 97. Regulations** - these Regulations regarding accounts and other services for Private Banking Customers who are not consumers;
- 98. SEPA - Single Euro Payments Area**, enabling payments based on uniform principles and standardised mechanisms in all the Member States and Switzerland. The current list of banks participating in SEPA for a given day can be found at:
- 99.** <http://www.europeanpaymentscouncil.eu/>;
- 100.** Party/Parties - as the case may be, the Account Holder, the Bank, or the Bank and the Account Holder;
- 101. Strong Authentication** – authentication based on the application of at least two elements in the category of knowledge, possession, or Customer characteristics (e.g. password and SMS code);
- 102. Website** - Bank's website: [www.bnpparibas.pl](http://www.bnpparibas.pl);
- 103. Internet Banking System** – the system of wired or wireless communication, enabling online access to the Bank and its products - GOnline and BiznesPl@net;
- 104. SEPA Credit Transfer Settlement System** – a set of principles, practices and standards agreed at the interbank level, valid for the system participants, explained in the document titled "SEPA transfer order - a set of rules" issued and updated by the European Payment Board, aimed at attaining a uniform standard with regards to the offering and functioning of SEPA products and payment services, operated by the European Banking Association EBA Clearing (ABE Clearing S.A.S a capital variable), in which the Bank is acting as an indirect participant settling its EUR payments in said system;
- 105. Target** - Trans-European system of gross settlements in real time (Trans-European Automated Real-Time Gross Settlement Express Transfer System) used for settling EUR payments, supervised by the European Central Bank. It consists of domestic components operated by individual central banks from the EU countries.
- 106. Table of Commissions and Fees** - the list of commissions and fees currently used by the Bank for any and all banking operations carried out for non-consumers as part of private banking, payable by the Account Holder in connection with received bank services;
- 107. TelePIN** – individual and confidential EKD User's number, used in connection with services provided by the Telephone Centre;
- 108. Payment Transaction** – any payment, payout or transfer of cash debited in the Account, also with the usage of a Card or Electronic Access Channels;
- 109. FX Transaction** – any FX transaction through which the Seller undertakes to sell to the Buyer a Transaction Amount, and the Buyer undertakes to buy the same for the Settlement Amount on the Settlement Day. FX Transactions should not be construed as Instructions within the meaning hereof.
- 110. Today Transaction** – any FX Transaction whose Settlement Day is the Execution Day;
- 111. Agreement** – a bank account Agreement, including a framework agreement, on the basis of which the Bank administers an appropriate account for the Holder or provides other banking services;
- 112. Unique Identifier** – a combination of letters, numbers or symbols determined by the bank of the Payment Transaction beneficiary, delivered by the Payment Transaction principal to explicitly identify the beneficiary or their account administered by the beneficiary's bank;
- 113. 3D Secure Service** – a service that allows Payment Transactions without a physical presentation of the Card, using Strong Authentication based on the 3D Secure Password and an additional safety question or an Authorisation Method for the Mobile Application; Strong Authentication Method shall be determined by the Card User in the Internet Banking System; following the selection of the Strong Authentication Method, all the Instructions covered by the 3D Secure Service require that the selected method be used;
- 114.** Payment Services Act – the law of 19 August 2011 on payment services;
- 115.** VAT Act – the law of 11 March 2004 on the value added tax;
- 116. Card User** – any natural person with full legal capacity, authorised in writing by the Account Holder to use the Card bearing the Account Holder's full name, also to make Card transactions in the Account to which the Card was issued or with which it is connected within the framework of Transaction Limits defined for such Card, and to obtain information pertaining to any and all transactions in the Account, made by said Card;
- 117. EKD User** – any natural person with full legal capacity, authorised in writing by the Customer to use certain Electronic Access Channels requested by the Account Holder, whose authorizations regarding the system and its scope have been defined in the Agreement, the Request, the Power of Attorney, or an applicable policy;
- 118. Currency** - any media of exchange which are legal tenders outside the Republic of Poland, featured in the list of convertible currencies published by the President of the National Bank of Poland (NBP);
- 119. Settlement Currency** – the currency used by the Buyer to pay for the Transaction Amount;
- 120. Transaction Currency** – the currency in which the Transaction Amount is denominated;
- 121. Transaction Terms and Conditions** – the terms and conditions agreed by the Parties, under which the FX Transaction was concluded.



122. **Request** – declaration of will of the Account Holder, as relates to the Agreement concluded, pertaining to any requests or changes regarding products and services, or ordering other banking activities;
123. **Own Payment** – cash payment to the Account, made on behalf and for the benefit of the Account Holder, where the Account Holder is indicated in the Instruction as the principal and beneficiary;
124. **Valuation** – an amount denominated in PLN, constituting the difference between the current value of undue payables of the Account Holder, calculated as of the Valuation Day by the Bank, on the Transaction, and the current value of undue obligations of the Account Holder towards the Bank on said Transaction.
125. **Check Issuer** – a natural or legal person who holds an account at the Bank or another Bank, who has issued the Check presented for collection;
126. **Management** – a portfolio management service, regarding one or more financial instruments of the Customer, i.e. making and implementing investment decisions towards the Customer's account, with the use of cash or financial instruments made available to the Brokerage House by the Customer;
127. **Order** – an order to execute an FX Transaction within the time limit specified by the Customer, against the Order Execution Rate;
128. **Standing Order** – a Payment Transaction in which the Bank receives and executes an instruction regarding permanent payment obligations of the Account Holder in the territory of the country in PLN; The Standing Order shall be characterised by a non-variable amount of payment obligation, a fixed calendar date of its execution, non-variable beneficiary data and recurrent payment obligations, e.g. for lease of the premises, a subscription fee, repayment of outstanding non-variable instalments, alimony payments, etc.;
129. **PLN (złoty)** – legal tender in the territory of the Republic of Poland.

## II. Account Agreement

### §3. Account Administration/Management

1. Following the conclusion of and based on appropriate agreements, or in pursuance of applicable laws, the Bank shall open and administer - for the benefit of Account Holders - the following types of Accounts:
  - a) Current Accounts;
  - b) Auxiliary Accounts;
  - c) Auxiliary Savings Accounts;
  - d) VAT Accounts;
  - e) Time Deposit Accounts;
  - f) FX Accounts;
  - g) Trust Accounts;
  - h) Escrow Accounts;
  - i) Portfolio Accounts.
2. Having concluded an Account Agreement, the Bank shall make it possible for the Account Holder, following the fulfillment of terms and conditions defined in appropriate policies/regulations, to make FX Transactions.
3. The Bank may open an Auxiliary Account, an Auxiliary Savings Account, a Trust Account, an Escrow Account, or a Portfolio Account where the Customer holds a Current Account in PLN in the Bank, subject to par. 5.
4. Following the conclusion of the Account Agreement and submission of the Request, the Bank shall issue Cards and provide Electronic Access Channel services by providing the Account Holder with services regarding banking products, in line with the functionalities of a given system and following fulfillment of terms and conditions defined under appropriate policies.
5. The conclusion and amendment of the terms and conditions of the Agreement, as well as submission of Requests, shall be carried out based on a concordant declaration of will of the Parties, made in writing or by telephone in a Bank Unit, or - within the scope accepted by the Bank - electronically by means of the Electronic Access Channels. The declaration of will in electronic and telephone form shall have the same legal effect as the declaration made personally with a signature in paper form. Submitting declarations of will in electronic form shall follow the principles of Identification and Authorisation laid down herein or in other regulations.
6. The conclusion of the Account Agreement may take place following the submission of documents containing data required by the Bank to ensure financial security measures specified in the act on counteracting money laundering and terrorism financing, in particular as regards identification of the Customer and verification of their identity, identification of the beneficial owner and verification of their identity, determination of the control and ownership structure, and information on the purpose and intended nature of economic relations.
7. The Account Holder shall be obliged, in the course of their relationship with the Bank, to update, from time to time, the aforementioned documents, data and information in the event of any changes. In performing its obligations arising from the act on counteracting money laundering and terrorism financing, the Bank may require from the Account Holder additional oral or

written explanations, or documents necessary for the execution of the Instruction.

8. Pursuant to the act on counteracting money laundering and terrorism financing of 1 March 2018 (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 subject to the condition precedent consisting in the Bank's verification of the Account Holder, resulting from applying the financial security measures. The Bank shall inform the Account Holder about a potential negative result of the verification within maximum 10 Business Days of the date of the Account Agreement conclusion - in writing or electronically via email. Where the Bank provides no information on or before such date, it shall be deemed that the Account Holder was verified positively. In connection with the verification, the Bank may require that the Account Holder provide additional information or documents.

## III. Provisions Concerning Certain Accounts

### §4. VAT Account

1. For Accounts in PLN, excluding Trust Accounts and Time Deposit Accounts, the Bank shall open - by virtue of the law - one VAT Account, subject to paragraph 3.
2. The Bank shall inform the Account Holder of the Vat Account number in electronic or paper form.
3. At the request of the Account Holder, the Bank shall open another VAT Account linked to the Account indicated by the Account Holder, subject to paragraph 4.
4. One Account must not be linked to more than one VAT Account. One VAT Account may be linked to more than one Account.
5. Where the Bank administers more than one VAT Account, and the Account Holder applies for the opening of another Account meeting the terms and conditions of paragraph 1, without indicating a VAT Account to be linked with it, the new Account shall be linked to a VAT Account linked to the Current Account.
6. Information on the balance of the VAT Account shall be available in Electronic Access Channels and Bank Units. In addition, it shall be disclosed to the Account Holder in accordance with the procedure concerning sending Account statements.

### §5. Auxiliary Savings Account

1. The Account Holder for whom the Bank administers the Current Account, may open an Auxiliary Savings Account in the Bank in PLN, EUR and USD, following the conclusion of and based on the Account Agreement.
2. Any and all funds collected in the Auxiliary Savings Account shall bear interest according to the terms and conditions set out in § 6.
3. The Bank shall make it possible to use the Auxiliary Savings Account to make Payment Transactions, but no Card will be issued to said Account.

### §6. Portfolio Account

1. The Portfolio Account shall be administered by the Bank for the benefit of the Account Holder solely for the purpose of storing cash/funds left by the Account Holder for the Brokerage House to provide its Management Service.
2. The minimum value of funds required for the conclusion of a Portfolio Account Agreement shall correspond to the minimum amount needed to open a portfolio within a given investment strategy as indicated in the management fees table.
3. In view of the purpose for which a Portfolio Account is opened, the Account Holder may not appoint any persons other than the Brokerage House as a Proxy of the Portfolio Account. The Proxy shall have the right to grant further powers of attorney, but such further proxy may represent - at the same time - the Account Holder and the Proxy.
4. The Customer may submit instructions related to the Portfolio Account only by the agency of the Brokerage House.

### §7. Payment Account

4. The Bank shall provide the AIS Provider, within the scope specified by the Account Holder, with any and all information pertaining to the Payment Account indicated and Payment Transactions related thereto, necessary for the provision of services of access to Account information. Notwithstanding the scope of the consent given to the AIS Provider by the Account Holder, the Bank shall not provide the AIS Provider with any specially protected payment data.
5. The Account Holder may submit an Instruction to make a non-cash Payment Transaction from a Payment Account available online by the agency of the PIS Provider. The Bank shall execute such Payment Transactions in accordance with the same terms and conditions as Payment Transactions ordered by the Account Holder acting directly. The Bank shall have the right



to make Payment Transactions ordered by the agency of a PIS Provider in accordance with rules other than those normally applied to Payment Transactions, where it is justified by objective reasons, in particular by execution time, priority nature of the Payment Transaction or the amount of charges.

6. The Bank, at the request of the CAF Provider, shall immediately confirm the availability in the Payment Account of the amount necessary to execute the Payment Transaction being made based on a card issued by said provider where: (i) the Payment Account is available online at the time of CAF Provider submitting its request, (ii) the Account Holder has given the Bank their consent to respond to such requests of the CAF Provider, and (iii) the consent referred to in item (ii) was granted by the Account Holder prior to CAF Provider submitting its first request for confirmation.
7. The Bank shall confirm cash availability to the CAF Provider, responding "yes" or "no", without specifying the Payment Account balance.
8. Such confirmation shall not make it possible for the Bank to freeze cash in the Payment Account.
9. The Account Holder may request that the Bank provide them the CAF Provider identification data and the response given.
10. The provisions referred to above shall not apply to Payment Transactions initiated through payment instruments based on a payment card storing electronic money.
11. Where a Payment Transaction is initiated by or through a recipient in connection with a Payment Transaction executed on the basis of a payment card, and its exact amount is not known at the time when the Account Holder consents to the execution of such Payment Transaction, the Bank may block funds in the Payment Account only if the Account Holder has consented to blocking a precise amount of cash. The Bank shall, immediately upon receipt of the Instruction, release cash blocked in the Payment Account upon receiving information about the exact amount of the Payment Transaction.

#### IV. Additional Agreement Provisions

##### §8. Power of Attorney

1. The Account Holder may establish one or more Proxies, subject to the provisions on the Portfolio Account to which the following provisions shall not apply.
2. The power of attorney shall contain at least the following data:
  - a) the principal's data;
  - b) Proxy's full name;
  - c) Proxy's ID characteristics;
  - d) PESEL number in the case of nationals of the Republic of Poland, or dates of birth for other Proxies;
  - e) the scope of the power of attorney (detailed specification of actions to which the Proxy is authorized, including the date on which it is applicable);
  - f) the name of the Bank in which it is to be honoured;
  - g) the date and the name of the locality in which it was drawn up;
  - h) the signatures of the Holder, i.e. the signatures of persons authorized to contract obligations on behalf of the Customer, in accordance with the current registration document.
3. The Proxy may use funds in the Account and related VAT Account up to the amount of the Available Balance, unless specified otherwise in the Power of Attorney.
4. The Proxy may submit an Instruction to pay out the amount of the Time Deposit prior to the lapse of the period for which it was opened.
5. The manner and extent of the Proxy using the Account and the related VAT Account have been defined in the Power of Attorney, with the reservation that the Proxy may not:
  - a) amend or terminate the Account Agreement,
  - b) grant further powers of attorney,
  - c) assign receivables from the Account Agreement,
  - d) change the correspondence address
  - e) or the manner of delivery of extracts,
  - f) share Electronic Access Channels,
6. unless specified otherwise in the Power of Attorney. The Power of Attorney to use funds in the Account is equivalent to the authorisation of the Proxy to use any and all funds in the VAT Account related to said Account.
7. The Proxy may, within the scope of the Power of Attorney to the Payment Account, consent to the provision of services - for the benefit of the Account Holder - by an AIS Provider, PIS Provider, or CAF Provider.
8. Where the Account Holder possesses the GOonline/GOMobile system, as regards an EKD User other than the representative authorized to independent representation, indicated in the registration document, it shall be mandatory to set up the Power of Attorney in the form of a general permanent Power of Attorney indicating authorization to freely use the funds and to contract obligations with regards to any and all products possessed by the Account Holder in the Bank, including those to be opened in the future.
9. In the process of following Instructions submitted at the same time by the Proxies or the Account Holder and their Proxy, where one of such Instructions

makes it impossible to implement the other Instructions, the Bank shall follow the Instructions in the order they were placed with the reservation that any Instruction submitted via EKD will be executed first, unless it is impossible or difficult for technical reasons (in particular failure or erroneous functioning of the system). The Bank may refuse to follow any Instruction which cannot be effected as a result of prior execution of another Instruction in accordance with the rules set forth above.

10. The Power of Attorney shall be made in writing, otherwise being null and void (except for powers of attorney granted with the use of applicable features of the Internet Banking System).
11. In the event that the Power of Attorney is not prepared or signed in the presence of a Bank employee or an employee of a bank from the BNP PARIBAS group with its registered office abroad, such Power of Attorney must be prepared/certified by a notary public.
12. To grant a Power of Attorney to a debt collateral account, a prior consent of the Bank shall be obtained under pain of nullity.
13. In the event of receiving an instruction from the Proxy responsible for securing the receivables, the Bank shall execute the order, and, if there are no funds in the Account, the Bank shall block it until all the receivables payable to the Proxy have been repaid.
14. The Bank shall have the right to refuse to accept a Power of Attorney, or to not follow an Instruction submitted by a person impersonating a Proxy, in the event of doubt as to the correctness of the Power of Attorney granted, its scope, or identity of said person.
15. Revocation of the Power of Attorney by the Account Holder shall take effect with regards to the Bank from the next Business Day following the day on which such revocation was served to the Bank.

##### §9. Specimen Signature Card (KWP) and Personal Data Sheet

1. The Bank shall have in place a Specimen Signature Card attached to the Accounts.
2. Prior to the Bank commencing the provision of its services, every natural person who is or acts on behalf of the Account Holder, including the duly authorised Proxy, shall submit - in the presence of a Bank employee or an employee of a bank from the BNP PARIBAS group with a registered office abroad - in the specially designated place on the printout received from the Bank:
  - a) a signed and duly completed Personal Data Sheet;
  - b) a specimen of their signature on the Personal Data Sheet or the Specimen Signature Card, which they are going to use in written Instructions.
4. Any and all written Instructions concerning the Account, filed on behalf of the Account Holder, shall be executed by the Bank after verifying the conformity of the signature on the filed Instruction with the Specimen Signature Card, Personal Data Sheet, or another document featuring the specimen signature. The Bank shall have the right to refuse to execute any Instruction featuring a signature inconsistent with the specimen signature.
5. The Bank may also introduce other means of verifying the identity of persons acting on behalf of the Account Holder, in particular using electronic devices, electronic media or questions which will be used in parallel with the specimen signatures submitted at the Bank or instead of them.
6. Any and all changes of authorised persons and their respective powers to use the Accounts shall be made by signing a new KWP, which - from from the moment of being served to the Bank - shall replace the previous KWP. The KWP shall be signed in the presence of a Bank employee or an employee of a bank from the BNP PARIBAS group with its registered office abroad.
7. In the event of failure to notify the Bank of any change in representing persons or loss of rights by the persons featured in the KWP, the Bank shall not be liable for any damages resulting from such event.

##### §10. Interest on Funds Collected in the Account or Time Deposit

1. The interest rate shall be determined annually at a fixed or variable interest rate.
2. The interest rate shall be charged for the actual number of days during which funds remain in the Account from the date of crediting the Account with such funds or from the date of opening a Time Deposit (inclusive of said date), until the date of debiting the Account with the appropriate amount or until the day of termination of the Term Deposit (exclusive of said date).
3. In the event of a payment or transfer to the Account, the beginning of the interest rate date shall be the Business Day on which the Bank received the funds allocated to the Account Holder.
4. For the purpose of calculating interest on funds collected in the Account or Time Deposit, it is hereby assumed that a year is 365 days long.
5. Any and all interest accrued on funds collected in the Account, excluding the Auxiliary Savings Account, the Time Deposit Account, and the FX Account, shall be added to (capitalized on) such funds on the last day of each calendar quarter, and, where that day is not a Business Day, then on the next Business Day following said date.

6. Any and all interest accrued on funds collected in the FX Account shall be capitalised on 30 June each year and, where that day is not a Business Day, on the next Business Day following said date.
  7. Any and all funds collected in the Auxiliary Savings Account shall bear interest at an interest rate the amount of which is dependent on the amount of funds collected in said Account and may be dependent on the Tariff Plan applied.
  8. Any and all interest accrued on funds collected in the Auxiliary Savings Account shall be capitalised every month, on each last day of the calendar month, and, where that day is not a Business Day, then on the next Business Day following said date.
  9. Any and all interest accrued on funds collected in the Portfolio Account shall be added to (capitalized on) such funds on the last day of each calendar month and, where that day is not a Business Day, then on the next Business Day following said date.
  10. Any and all interest accrued in the Time Deposit shall be booked in accordance with the provisions of the chapter pertaining to Time Deposits.
  11. Subject to the provisions on Time Deposits, where the Account Agreement is terminated or expires prior to the date of interest capitalisation, such capitalisation shall take place on the date of termination or expiration of the Agreement and, where said date is not a Business Day, then on the next Business Day following said date.
  12. If the funds collected in the VAT Account are interest-bearing, the interest shall be capitalised without a separate Instruction in the Payment Account linked to said VAT Account (in the Current Account if - as one of many - it is linked to the VAT Account, or in another Payment Account where one of the linked accounts is not a Current Account), unless the Account Holder has indicated another Account linked to the VAT Account.
  13. Where a variable interest rate is applicable, not based on a publicly available base rate (e.g. WIBOR, LIBOR or EURIBOR), the Bank may unilaterally adjust the interest rate of the funds collected in the Account in the event of there occurring at least one of the following circumstances:
    - a) in the event of reduction of at least 0.1% of any of the following rates: interest rate on lombard loans, discount rate of bills of exchange, reference rate, deposit rate, determined by the Monetary Policy Council, published by the National Bank of Poland, the Bank shall have the right to lower interest rates in the Accounts by 0.01% - 5%. In the event of increase of at least 0.1% of any of the aforementioned rates, the Bank shall have the right to increase interest rates in the Accounts by 0.01% - 5%.
    - b) in the event of reduction of at least 0.1% of the mandatory reserve rate determined by the Monetary Policy Council, published by the National Bank of Poland, the Bank shall have the right to increase interest rates in the Accounts by 0.01% - 5%, while in the event of increase of at least 0.1% of said rate, the Bank shall have the right to lower interest rates in the Accounts by 0.01%-5%;
    - c) in the event of reduction of at least 1% of the inflation rate - yoy, and published by the Central Statistical Office (GUS) - the Bank shall have the right to lower interest rates in the Accounts by 0.01% - 5%. In the event of increase of at least 1% of said rate, the Bank shall have the right to increase interest rates in the Accounts by 0.01% - 5%.
    - d) in the event of decrease of at least 0.1% of any of the following indicators: interest rate of one month loans in the Polish interbank market (WIBOR 1 M), interest rate of one month deposits in the Polish interbank market (WIBID 1 M), market profitability of annual treasury bills, or market profitability of the state treasury bonds, the Bank shall have the right to lower interest rates in the Accounts by 0.01% - 5%. In the event of increase of at least 0.1% of any of the aforementioned indicators, the Bank shall have the right to increase interest rates in the Accounts by 0.01% - 5%. Change shall be understood as a change in the value of a given indicator at the end of the Business Day as compared to the value of such indicator at the end of any Business Day in the last 3 months;
    - e) in the event of decrease of at least 0.001% of any of the following indicators: interest rate of one month loans offered in the interbank market in London (LIBOR 1 M), interest rate of one month loans in the euro zone (EURIBOR 1 M), interest rate of one month deposits offered in the interbank market in London (LIBID 1M), interest rate on one month deposits in the euro zone (EURIBID 1M), the Bank shall have the right to lower interest rates in the Accounts by 0.01% - 5%. In the event of increase of at least 0.001% of any of the aforementioned indicators, the Bank shall have the right to increase interest rates in the Accounts by 0.01% - 5%. Change shall be understood as a change in the value of a given parameter at the end of the Business Day as compared to the value of such parameter at the end of any Business Day in the last 3 months;
  14. In the event of a change of the base parameters referred to in par. 8, the Bank shall make a decision regarding changes to the interest rate, taking into account the overall situation, focusing on the parameter with the most significant impact on the interest rate.
  15. The Account Holder may be notified of changes in the interest rate electronically or in writing. In addition, the Bank shall post information on changes in the interest rate on its Website.
  16. The Account Holder may, within 14 days of receipt of information on interest rates, terminate the Account Agreement. Otherwise, it shall be deemed that the amount of the new interest rate has been accepted by the Account Holder and it is in force.
  17. Where a variable interest rate is applied, based on a publicly available base rate (interest rate on lombard loans, discount rate of bills of exchange, reference rate, mandatory reserve rate, deposit rate, market profitability of annual treasury bills, market profitability of state treasury bonds, inflation rate, WIBID, WIBOR, EURIBID, EURIBOR, LIBID, LIBOR), the interest rate shall be automatically reduced or increased in the event of reduction or increase of base rates, respectively (excluding the mandatory reserve rate an increase of which gives rise to reduction in interest rates, and a decrease of which results in higher interest rates) by a value equal to the change of the relevant base rate, without the Bank having to send a prior notification to the Account Holder, as regards changes in the interest rate.
  18. The information on the interest rate applied by the Bank is featured in the Interest Rate Table available at Bank Units, on the Website, or at the Telephone Centre.
- §11. Account Statements**
1. The statements shall be sent during periods and in the manner specified in the Account Agreement or in the Request accepted by the Bank.
  2. The Bank shall provide the Account Holder with statements regarding all the Accounts managed by the Bank once a month, in Polish, unless the Account Agreement or another Account Holder's Instruction provides otherwise.
  3. The Account Holder may also choose another frequency with regards to the sending of statements:
    - a) daily – statements will be prepared on each Business Day for the previous Business Day; or
    - b) weekly – statements will be prepared on a Business Day selected by the Bank for the previous calendar week.
  4. The conclusion of the Account Agreement and submission of a Request for using the Internet Banking System shall be tantamount to the Customer's consent to the Bank's delivery of account statements via Internet Banking System.
  5. The Account Holder may also receive statements by post, by ordinary mail, at the correspondence address given last to the the Bank.
  6. The manner of sending statements, selected by the Account Holder, shall apply to all the Accounts held, unless agreed otherwise.
  7. The correspondence address indicated by the Account Holder may not be the same as the address of the Bank Unit.
  8. The Bank shall provide the Customer with the Account Statement featuring all the operations settled - no later than within 14 calendar days of the beginning of the next month following the month the statement applies to.
  9. The Customer shall immediately notify the Bank of not having received the statement or of any irregularities concerning their operations or balance - no later than within 14 calendar days of the beginning of the next month following the month the statement should have been delivered. If the Customer does not notify the Bank of the irregularities within the aforementioned deadline, it shall be deemed that the Customer raises no objections to the Account balance nor to operations carried out in the Account.
  10. At the request of the Account Holder, the Bank shall draw up a duplicate/copy of the Account Statement, for which it will charge a fee defined in the Table of Commissions and Fees.
  11. If the Bank returns the correspondence twice with an annotation indicating the change of address by the Account Holder, the Bank shall have the right to suspend the delivery of Account Statements to the known address. However, this provision shall not deprive the Account Holder of their right to receive an Account Statement at a later date, in which case the Bank shall have the right to charge a fee for the issuance of such statement in accordance with the Table of Commissions and Fees, similar to the fee for a copy/duplicate of such statement.
  12. The Portfolio Account Holder shall be entitled to apply at any time for the receipt of an Account Statement covering any period. The request referred to in the preceding sentence, throughout the term of the Management Agreement, may be filed only by the agency of the Brokerage House. At the end of each calendar year, the Account Holder shall receive - at the correspondence address specified in the Management Agreement - their Portfolio Account Statement covering the calendar year in question.
- §12. Holder Data Modification**
1. The Account Holder shall immediately notify the Bank of any change in data that has been submitted with the Bank when concluding the Account



Agreement in writing in a Bank Unit ,or electronically via Electronic Access Channels.

2. In the event of change of name, legal form, address of its registered office, representing persons or shareholders, the Bank shall additionally require submission with the Bank of current registration documents or other documents containing the amended data, unless the new data is held by Polish official external databases to which the Bank has access at the time of submission by the Account Holder of their declaration with Bank.

#### §13. Bank Correspondence with the Holder

1. The submission of a Request concerning access to the Internet Banking System shall be tantamount to the Holder's consent to the Bank's delivery of correspondence via the Internet Banking System, including in connection with changes in the Regulations and Table of Fees and Commissions and other products held by the Customer at the Bank.
2. Any and all correspondence sent by the Bank to the Account Holder by post or courier shall be addressed to the latter's last correspondence address or the address of the registered office where the Account Holder has not given the correspondence address, or the Bank has received back - three times - the returned correspondence, or the correspondence address is the Bank Unit's.
3. The Bank's dispatch of correspondence in one of the aforementioned ways shall be deemed served.

#### §14. Authorisation, Account Freezing

1. The Account Holder irrevocably authorizes the Bank to collect - from Accounts administered for the benefit of the Account Holder (except for the Escrow Account or Trust Account) - the funds necessary to cover receivables payable to the Bank, without the need to submit additional Instructions by the Account Holder, and to deduct, by virtue of the Agreement, (without the need to submit an additional declaration of will), each payable receivable from the Account Holder from the receivables of the Account Holder (even where they are undue) in connection with the Account (except for the Escrow Account or Trust Account). The Bank shall immediately notify the Account Holder of any deduction made. Where the Account Holder is a natural person, this authorisation shall not terminate in the event of their death.
2. The Bank shall have the right to freeze the funds, access to funds in the Account or to the whole Account, where:
  - a) there is a breach of the Agreement on the basis of which the Bank granted financing to the Account Holder or a third party if the Account Holder is obliged to repay such financing (as a guarantor or otherwise), provided that the occurrence of such breach under that Agreement would entitle the Bank to terminate it. The freeze may last no longer than the event of default and may be implemented up to the maximum of the amount of the current debt to the Bank in respect of the breach of the Agreement. The Bank shall immediately inform the Account Holder of implementation or removal of the freeze;
  - b) it shall be required by virtue of applicable laws or security considerations;
  - c) The Bank shall have the right to freeze the account in the event of failure to deliver information or documents demanded by the Bank within the framework of its financial security measures defined in art. 34 of the act of 1 March 2018 on counteracting money laundering and terrorism financing within 2 weeks of the date determined by the Bank.

#### §15. Unauthorised Debit Balance

1. The Account Holder shall immediately repay the Unauthorized Debit Balance amount.
2. The Bank shall have the right to charge interest on the Unauthorised Debit Balance amount for the period from the date of its origination until the date preceding the date of repayment in the amount of Maximum Interest for Delay.
3. The Maximum Interest for Delay charged on the Unauthorised Debit Balance amount may be collected by the Bank from any Account of the Account Holder without a separate Instruction of the latter.

#### §16. Bank Liability Limitation

1. The Bank shall not be liable for any effects of disclosure of bank secrecy through Electronic Access Channels to a person identified by the Bank as a User.
2. The Bank shall not be liable for any damage caused by execution of an Instruction submitted in an improper, incorrect or incomplete manner, in particular due to providing an incorrect account number or amount.
3. The Bank shall not be liable for any damage caused by circumstances independent of the Bank, in particular such as:

- a) malfunctioning of power supply systems, telephone or ICT systems managed by external suppliers or operators,
  - b) implications of public authorities' decisions,
  - c) consequences of force majeure understood, in particular, as a disaster, war, terrorist attack, strike, or riots,
  - d) any and all circumstances related to the Bank observing applicable laws or its own internal regulations regarding counteracting money laundering and terrorism financing,
  - e) any and all circumstances attributable to the beneficiary bank or an intermediary bank designated by the Account Holder.
4. In the event of damage, the Bank shall be liable only for the normal consequences of the act or omission such damage resulted from, and only within the limits of the actual loss, i.e. loss suffered by the Account Holder, excluding lost benefits.

## V. Time Deposits

### §17. Time Deposit Acceptance Terms and Conditions

1. Based on the Account Agreement, the Account Holder may open Time Deposits in an appropriate currency in the Bank.
2. Time Deposits may be opened:
  - a) based on a written Instruction submitted with the Bank Unit (under the terms and conditions specified by the Bank in the information available in the Bank Units, Telephone Centre or on the website)
  - b) based on an Instruction submitted via the Internet Banking System (under the terms and conditions specified by the Bank in the information contained in the system);
  - c) based on an Instruction submitted by phone at the Private Banking Centre (under the terms and conditions agreed on a case-by-case basis).
3. The Bank shall open each Time Deposit in the Current Account or Auxiliary Account, Auxiliary Savings Account or FX Account from the funds transferred to the Bank in order to establish a Time Deposit on the basis of an Instruction submitted by the Account Holder.
4. For the purpose of concluding a Time Deposit by phone, the Party shall contact the other Party in the following manner:
  - 1) The Account Holder shall contact a Bank employee, at an indicated telephone number, duly authorized to negotiate terms and conditions of and conclude Time Deposits on the Bank's behalf;
  - 2) The Bank shall contact the person indicated by the Account Holder on the Bank's form, duly authorized to conclude Time Deposits on behalf of the Account Holder, at the telephone number provide in said form.
5. In order to identify the Account Holder, the person authorized by the Account Holder to conclude Time Deposits shall provide - at the request of the Bank employee - an appropriate password or identification related information provided by the Account Holder in the Bank's form mentioned under art. 4 (2). The Bank shall identify the Account Holder solely on the basis of the aforementioned information. The Account Holder shall bear all responsibility for concluding a Time Deposit by a person authorised by the Account Holder, who - based on the Account Agreement - was identified by the Bank as being authorized by the Account Holder to conclude a Time Deposit.
6. A concordant declaration of intent of the Account Holder and the Bank filed in the course of a registered telephone call and covering all the relevant elements indicated in the Instruction to open a Time Deposit shall replace the written Instruction. The Bank and the Account Holder agree that the Bank will register the Instructions on Electronic Media selected by the Bank.
7. The Instruction to open a Time Deposit should include in particular:
  - 3) the type of the Time Deposit, selected from those currently offered by the Bank;
  - 4) the duration of the Time Deposit, selected from those currently offered by the Bank;
  - 5) the amount and currency of the Time Deposit,
  - 6) the manner of using the Time Deposit amount and interest calculated from such amount following the end of duration of the Time Deposit.
8. The Account Holder may use the Time Deposit amount and related interest in one of the following ways:
  - a) transfer the Time Deposit amount and related interest to the Account indicated in the Instruction to open the Time Deposit;
  - b) renew the Time Deposit to the Time Deposit Amount and transfer the related interest to the Account indicated in the Instruction to open the Time Deposit;
  - c) renew the Time Deposit to the Time Deposit Amount increased by interest accrued for the preceding period.
9. The Bank shall open a Time Deposit provided that the Account Holder has paid a sufficient amount of the Time Deposit in a Bank branch, or if such amount is included in the funds collected in the Current Account, Auxiliary Account, Auxiliary Savings Account, or FX Account.





10. In the event that the last day of the term of the Time Deposit is not a Business Day, the term of the Time Deposit shall end on the next Business Day.
11. The Bank shall confirm to the Account Holder the opening of each Time Deposit, indicating the terms and conditions under which it was opened. The confirmation of such terms and conditions may, in particular, be carried out by way of the Bank sending an unsigned printout from the Bank's computer system to the e-mail address indicated in the Account Agreement, or by way of presenting a summary of the submitted Instruction in the Internet Banking System or in the Private Banking System.
12. Information on current terms and conditions for opening Time Deposits in the Bank is available in the Private Banking Centers, or in the Internet Banking System.

#### §18. Time Deposit Nature

1. Time Deposits may be renewable or non-renewable.
2. In the case of a non-renewable Time Deposit, on the last day of its declared term, the Time Deposit amount and accrued interest shall be transferred back by the Bank to the Account indicated in the Instruction to open the Time Deposit.
3. In the case of a renewable Time Deposit, on the last day of its declared term, the Time Deposit shall be automatically renewed for another same period under the terms and conditions applicable as of the day of renewal, with the reservation that where on the renewal date the Bank no longer offers Time Deposits of the same type, the Time Deposit amount with accrued interest shall be transferred back by the Bank to the Account indicated in the Instruction to open the Time Deposit.
4. On the date of the Time Deposit renewal, the interest on its amount for the preceding period shall be calculated in accordance with the Account Holder's Instruction, i.e.
  - a) it shall be transferred back to the Account Holder's Account indicated in the Instruction to open the Time Deposit, or
  - b) it shall be added to the amount of the renewed Time Deposit.

#### §19. Time Deposit Termination

1. The Account Holder may submit an Instruction to pay out the amount of the Time Deposit prior to the lapse of the period for which it was opened (Time Deposit termination).
2. Time Deposit Termination may take place in the following ways:
  - a) based on a written Instruction submitted with at CBP (under the terms and conditions specified by the Bank in the information available in the Bank Units, Telephone Centre or on the Website)
  - b) if possible, based on an Instruction submitted via the Internet Banking System (under the terms and conditions specified by the Bank in the information contained in the system);
  - c) based on an Instruction submitted by phone at the Private Banking Centre (under the terms and conditions agreed on a case-by-case basis).
3. Termination of the Time Deposit prior to the expiry of its term shall cause non-payment of interest accrued during said term, unless otherwise decided by the Bank by way of an individual decision.

#### §20. Automatic Overnight Deposit

1. The Bank may present the Account Holder with a possibility to submit automatic Time Deposit opening instructions: at the end of each Business Day, the Bank will use the funds collected in the Account Holder's Current Account, Auxiliary Account, Auxiliary Savings Account, or FX Account to open a Time Deposit the term of which will end on the following Business Day. The amount of such Time Deposit shall be transferred back - at the beginning of the following Business Day - to the Account from which it was opened (Automatic Overnight Deposit). Interest on the amount of the Automatic Overnight Deposit shall be transferred by the Bank to the Account from which it was opened at the end of the period of its duration.
2. From funds collected in a single Account, the Bank may open one Automatic Overnight Deposit on the same Business Day.
3. Once the Account Holder has submitted an Instruction to open an Automatic Overnight Deposit, the Bank shall automatically, without the need for the Account Holder to submit an additional Instruction, open a Time Deposit Account in the respective currency, intended to store the amount of the Automatic Overnight Deposit.

4. The Bank shall establish an Automatic Overnight Deposit at the end of each Business Day without separate Instructions whenever there is at least the threshold amount in the Account covered by the Account Agreement as of the end of the day.
5. The threshold amount required for the establishment of the Automatic Overnight Deposit shall be determined by the Bank.
6. In the Instruction to open an Automatic Overnight Deposit, the Account Holder may specify the total amount which should be left in the Account following the establishment of the Automatic Overnight Deposit with the reservation that it may not be lower than the amount defined by the Bank.
7. The information on the current interest rate and currencies of Automatic Overnight Deposits, the minimum threshold amounts, and the amount of the minimum Automatic Overnight Deposit shall be available in the Private Banking Center (CBP).

#### VI. Card

##### §21. Card Issuance Rules

1. The Bank shall issue and maintain for the Account Holder (as regards the Accounts specified below) the types of Cards specified also in the Table of Fees and Commissions, subject to paragraph 2:
  - a) MasterCard Business Debit to the PLN Account;
  - b) MasterCard Multicurrency Business — (from the date of introduction of the card in the offer for Private Banking customers who are not consumers) to the Current Account or Ancillary Account in PLN, with the possibility to link the Card with additional Auxiliary Accounts or FX Accounts. The Account Holder may indicate one Account in a given currency which will be linked to the Card, while the list of account currencies of Accounts which may be associated with such Card are available on the Website, in the Bank Units, or in the Telephone Centre.
2. The Account Holder may apply for issuance of several Cards to one Account, with one Card User being allowed to receive only one Card of a given type to their specific Account.
3. Ordering of a Card by the Account Holder shall be tantamount to authorizing the Card User to use the funds by means of the Card in the Account to which the Card was issued or to which it is linked within available Transaction Limits, and to use information pertaining to the balance of and operations carried out in the Account to which the Card was issued, regardless of the way and scope of representation, a separate power of attorney, or authorizations defined in other documents.
4. The Card User may be any person indicated by the Account Holder provided that they are an adult with full capacity to perform acts in law.
5. The Account Holder shall be fully liable to the Bank for any and all obligations arising from any Payment Card Transactions made by Card Users.

##### §22. Card Usage Rules

1. The Card may only be used by the Card User whose full name is featured on the Card during its validity term and the term of the Agreement.
2. The fees and commissions related to the Card have been defined by the Bank in the Table of Fees and Commissions available on the Website, in the Bank Units, and in the Telephone Centre.
3. The Card may be used by the Card User in Poland and abroad. It enables the User to:
  - a) pay for goods and services at retail and service points marked with the symbol of the Payment Organization in the system of which the Card has been issued;
  - b) pay out cash in ATMs marked with the symbol of the Payment Organization in the system of which the Card has been issued;
  - c) pay in cash to ATMs located in the Bank Units, equipped with a pay-in functionality, for which the Bank has implemented such possibility (the list of ATMs located in the Bank Units is available on the Website), and in ATMs located outside the Bank Units, provided that the Bank has made such functionality available;
  - d) make remote Payment Transactions, in the form of postal, telephone and Internet orders;
  - e) make proximity Payment Transactions;
  - f) make other Payment Transactions.
4. The Card User or any other person with the same rights may submit instructions regarding the card usage via selected Electronic Access Channels (according to their functionality), and in the Bank Units.
5. The inactive Card shall be provided to the Card User to the domestic correspondence address last given by the Card User. Where the Card Holder's correspondence address is foreign, the Bank may charge an additional fee for sending the card abroad in accordance with the Table of Fees and Commissions.
6. The Card User may assign and change their PIN via the Internet Banking System, Mobile Application, or Telephone Centre, using Personal Authentication Data and a Bankofone after having verified the identity, provided that the Bank has made such functionality available.

7. At the request of the Card User, the PIN may be generated in the form of a TEXT message sent to the Card User's mobile phone number and - in the absence of such number - in hard copy. The PIN will be sent by ordinary mail to the Card User's correspondence address within 14 days of the date of conclusion of the Agreement.
8. In the event of discovering that the envelope with the PIN has been damaged, which results in unauthorized persons being able to read it, or if the PIN is illegible, or if the mailing with the Card or PIN has not reached the Card User, the Account Holder or Card User should immediately notify the Bank in order to have a new Card or PIN duplicate generated.
9. Immediately upon receipt of the Card, the Card User should sign it indelibly in the appropriate place, whereby such signature should be consistent with the specimen signature filed with the Bank, after which the Card should be activated. The Card Holder shall be liable for any and all consequences of the Card User's failure to sign the Card
10. Any and all requests related to the Card usage may be made by a person whose data is featured on the Card, unless another person indicated by the Account Holder has appropriate authorization to file a given Request, which is related to the EKD functionalities.
11. Any and all Requests related to the Card usage (activation, blocking, change of Transaction Limits) and Card issuance following the blocking, may be made:
  - a) through Electronic Access Channels (according to their functionality);
  - b) in any Bank Unit;
  - c) additionally, in the case of activation, at any ATM using the PIN or paying with the Card for purchases using the PIN (excluding proximity transactions);
  - d) additionally, in the case of blocking the Card, by the agency of the the Polish Bank Association (the contact number is available in the Bank's branches, the Telephone Centre, and on the website of the Polish Bank Association [www.zastrzegam.pl](http://www.zastrzegam.pl)), or in any other Bank accepting VISA or MasterCard cards, depending on the type of Card held.
12. The Card should be used in accordance with these Regulations and laws applicable in Poland. The Card User shall:
  - a) take reasonable efforts to prevent violation of the Card individual security measures; keep the Card, PIN, and other authorization tools diligently and carefully. Both the PIN and Personal Authentication Data must be kept secret. The Cards cannot be stored together with their PINs. The Cards, PINs, and Personal Authentication Data cannot be given or disclosed to any unauthorized persons;
  - b) destroy the Card in a way making it impossible to use it in the event of termination of the Agreement, or expiry of the Card, or return the Card at any request of the Bank;
  - c) immediately notify the Bank of the loss, theft, misappropriation or unauthorised use of the Card, which will result in the Bank blocking the Card.
13. The Account Holder, or Card User, or any other duly authorized person shall have the right to block the Card permanently or for a time.
14. The Bank shall have the right to block the Card at any time and demand that it be returned immediately under the following circumstances:
  - a) any breach by the Account Holder or Card User of the Regulations,
  - b) seizure of receivables from the Account in the course of enforcement proceedings,
  - c) putting data of the Account Holder in the Interbank Business Information system,
  - d) for safety reasons, in particular in the event of suspected unauthorized use of the Card or willful causing of an unauthorised Payment Transaction or an unauthorised debit in the Account,
  - e) applying the laws which impose such obligation on the Bank.
  - f) the operation being executed violates or may violate the Sanction Laws or any laws concerning money laundering and terrorism financing,
  - g) when, at any time following the issuance of the Card, the Bank cannot exercise - against the Card User - the financial security measures set out in the act on counteracting money laundering and terrorism financing.
15. The Bank may notify the Account Holder or Card User of having blocked the Card in writing, electronically or by phone, unless giving such information would be unreasonable for security reasons or prohibited by virtue of separate laws, or it is impossible to provide such information due to out-of-date data held by the Bank.
16. The Bank shall block the Card immediately upon receiving such Request. Card blocking shall be irrevocable.
17. If the Card has been blocked, the Bank may issue a new Card to the Card User at the Account Holder's request, charging appropriate fees specified in the Table of Commissions and Fees.
18. That the Card has been blocked shall not mean that the Agreement has been terminated.
19. In the event of Card blocking, the Account Holder or Card User shall, in addition, provide the Bank within 7 days with:
  - a) an explanatory letter describing the event - in the event of loss or theft of the Card, or theft of Card data;
  - b) a confirmation, issued by Police, that the event has been reported - in the event of theft of the Card, or theft of Card data;
  - c) the Card - in the event of suspected theft of data from the Card.
20. If incorrect PIN is entered subsequently four times, it will be locked, and it will not be possible to use the Card during the day. The PIN will be unlocked, at the latest, on the following day.
21. Exceeding the Transaction Limit by the Card Holder shall result in the inability to continue to use the Card during the day or month, depending on the type of the defined Transaction Limit for the Card.
22. The Card shall be renewed for another period of validity provided that it has been activated, it has not been blocked, and where - prior to the expiry date of the Card - the Account Holder does not notify the Bank of their resignation from or further use of the Card. The PIN of the renewed Card (with the same number) shall remain unchanged.
23. Should the Bank change its offer during the term of the Agreement or Card validity, the Bank reserves the right to replace the Card with another type of the Card, which may cause generation of a new PIN, of which the Card User will have been duly notified. Change of the Card to another type of the Card shall not make it necessary to amend the terms and conditions of the Agreement.
24. The Card shall be owned by the Bank. The Account Owner or Card User shall immediately return the Card or destroy the same in a way making it impossible to use - at every request of the Bank, in particular where:
  - a) the Card has expired;
  - b) either Party has terminated the Account Agreement (depending on the account to which the Card was issued);
  - c) the Card has been blocked in connection with the Bank following an instruction to seize the receivables in the Account related to the Card, an unauthorized use of the Card, including the suspected use of the Card by an unauthorized person, or in the event of unauthorized use of any data recorded in the Card;
  - d) the User has resigned from using the Card.

## VII. Settlement Methods and Rules

### §23. General Rules on Using Funds Collected in the Account and Executing Instructions

1. The Account Holder shall have at their disposal any and all funds collected in the Account up to the amount of the Available Balance, which means that the Bank shall execute any reasonable Instruction of the Account Holder, provided that there are sufficient funds in their Available Balance to execute such Instruction and cover any related fees.
2. Any and all Instructions pertaining to the Portfolio Account may not exceed the amount of funds collected in the Portfolio Account in question.
3. Execution of the Instruction onto NRB, IBAN or another unique identifier defined by the Account Holders shall mean that such Instruction has been duly followed for the benefit of the appropriate recipient, regardless of additional information provided by the Account Holder, in particular the name or full name of the Payment Transaction recipient.
4. The Bank shall have the right to block the right to use funds collected in the Account where:
  - a) The account was opened subject to the provision of documents indicated by the Bank, or
  - b) The Bank has asked the Account Holder to provide documents or information necessary for the Bank to run or update a risk assessment within the meaning of applicable laws on counteracting money laundering and terrorism financing, and the Account Holder has failed to deliver such documents or information, or they have not delivered said documents or information within the prescribed time limit.
5. The Bank shall have the right to determine the maximum amount of a one-off cash withdrawal from the Account, which may be carried out without prior notification of the Bank. The Bank shall also have the right to determine the maximum amount of a one-off cash payment (pay-in) into the Account, which may be carried out without prior notification of the Bank, and to specify which Currencies are serviced by the Bank in cash. The information on the amounts of such amounts and serviced Currencies shall be available in Bank Units, on the Website, or at the Telephone Centre.
6. Where the Account Holder intends to withdraw cash in an amount exceeding the maximum amount of a one-off cash withdrawal from the Account, which may be carried out without prior notification of the Bank, the Account Holder shall notify the Bank of such intent no later than within two Business Day prior to the withdrawal date. Where the Account Holder fails to provide such notification, the Bank shall have the right to refuse the withdrawal. At the same time, the Bank shall indicate the date on which the payment (withdrawal) shall be made, whereby such date shall not exceed the required

period of prior notification. The payment shall be made on the specified Business Day, at a designated Bank agency after 12 pm.

7. The notification referred to under par. 5 may be submitted personally by the Account Holder in a Bank Unit or through selected EKD, by indicating the amount of ordered amount and Bank Unit in which the withdrawal Instruction will be executed.
8. In order to ensure the security of the funds entrusted to the Bank, the Bank shall have the right to:
  - a) specify the amount of the Instruction which, where exceeded, shall authorize the Bank to demand additional confirmation activities aimed at authorizing the Instruction by the Account Holder. The Instruction authorization shall be confirmed in a manner selected by the Bank;
  - b) apply transaction monitoring mechanisms to prevent illegal/fraudulent transactions and to detect and block such payment transactions prior to their execution. Any Instruction deemed suspicious based on the analysis shall authorize the Bank to demand additional confirmation activities aimed at authorizing the Instruction by the Account Holder. The Instruction authorization shall be confirmed in a manner selected by the Bank;
  - c) define the quantitative or amount-related daily or monthly Transaction Limit for individual Payment Transactions made in the Account by means of EKD or the Card.
9. In the absence of a confirmation of the Instruction Authorization, or if the limits referred to above are exceeded, the Bank shall refuse to follow the Instruction.
10. Information pertaining to the types and sums of amounts and limits referred to above, as well as to the Instruction amount which, when exceeded, shall authorize the Bank to have the Account Holder carry out additional authorization activities, shall be available in Bank Units, on the Website, and in selected Electronic Access Channels (EKDs).

#### §24. Rules for Crediting and Charging VAT Account

1. The VAT Account shall be credited by way of charging the Account linked to said VAT Account and crediting the VAT Account in real time.
2. The VAT Account shall be charged by way of crediting the Account linked to said VAT Account and charging the VAT Account in real time.
3. The VAT Account may be credited or charged only with funds originating or sent in accordance with the form and values defined in the VAT Agreement.
4. In the event that the Account Holder has placed an Instruction covering payment for an invoice, using the Transfer Message, to the beneficiary's account for which their bank does not manage a VAT account, the Bank shall book the transfer return pursuant to the Transfer Message received, even if in the course of executing the Instruction the VAT amount was not collected from the VAT Account in the same amount.
5. If the Bank receives information on the VAT refund to the Account, the Bank shall immediately, without a separate Instruction from the Account Holder, charge the VAT Account with the amount indicated in the information pertaining to the decision made by the head of the tax office, referred to under art. 108b (4) of the VAT Act ("Information on VAT Refund to the Account"), and it shall credit such amount to the Account indicated in the Information on VAT Refund, subject to par. 6 and 7.
6. Where the amount indicated in the Information on VAT Refund to the Account exceeds the amount of funds collected in the VAT Account, the Bank shall charge the VAT Account up to the amount of the balance on such VAT Account, and it shall credit that amount to the Account indicated in the Information on VAT Refund to the Account. In this case, the obligation referred to in par. 5 shall be deemed to have been executed entirely by the Bank. The Bank shall have no obligation to transfer to the Account the amount constituting the difference between the balance of the VAT Account as of the execution date of the Instruction resulting from Information on VAT Refund to the Account, and amount indicated in the Information on VAT Refund to the Account, where such amount would be credited to the VAT Account at a later date.
7. The Bank shall not execute any Instruction resulting from Information on VAT Refund to the Account, if at the time of execution of said Instruction by the Bank, the Account indicated in the Information on VAT Refund:
  - a) is not linked to such VAT Account even if the Bank administers other Accounts, or there are other VAT Accounts linked to said Account;
  - b) or VAT Account do not belong to the Account Holder;
  - c) or VAT Account are no longer administered for the benefit of the Account Holder if there are other Accounts for the Holder, or other VAT Accounts are linked to said Account;

#### §25. Currency Conversion

1. Any and all Instructions the execution of which requires currency exchange shall be carried out following the Currency Conversion. For this purpose, the exchange rates applicable in the Bank at the time of the Instruction execution shall be in force, unless the Account Holder determines a different exchange rate for the Instruction, whereby the provisions for the FX Instruction described in Chapter VIII shall apply.

2. Information on the exchange rates applicable in the Bank shall be available in the Exchange Rate Table on the website, or in the Private Banking Centre.
3. Any change in exchange rates applied to the Currency Conversion shall be implemented automatically along with the change of exchange rates applicable in the Bank, and it shall not require any notification of the Account Holder.

#### §26. Bank's Refusal to Execute Instructions

1. Subject to other provisions hereof, the Bank shall have the right to refuse to execute an Instruction only if:
  - 1) such execution would be inconsistent with applicable laws; or
  - 2) the possibility or obligation with regards to such refusal arises from separate legal provisions;
  - 3) the Account Holder has not provided the Bank with information or documents necessary for the Bank to perform its duties related to the Instruction; or
  - 4) the information given by the Account Holder is incorrect;
  - 5) there is no Available Balance in the Account, sufficient to execute the Instruction and pay the Bank's fees related to the Instruction; or
  - 6) there is a reasonable suspicion that the Instruction submitted is connected with the financing of criminal activities (including without limitation terrorist activities), or
  - 7) the beneficiary of such Instruction is:
    - a) an entity from a country (territory) covered by sanctions imposed by the EEA member states or US government,
    - b) any entity featured in the lists of persons, groups, or entities subject to particular measures limiting financial turnover based on the European Union law, generally applicable domestic laws, or decisions of OFAC (US Office of Foreign Assets Control), UN (United Nations), or FATF (Financial Action Task Force)
    - c) any entity which is not a member of the Organisation for Economic Co-operation and Development (OECD), with which the entities from the capital group to which the Bank belongs do not cooperate (the list of countries in which the entities from the capital group to which the Bank belongs do engage in banking activities through an branch or subsidiary can be found on the Bank's website: <https://www.bnpparibas.pl/file/repozytorium-pdf/inne-dokumenty/Listy-krajow/Listy-krajow.pdf>), while making any Payment Transaction with such country results - in the Bank's opinion - in the occurrence of risks for the Bank and Account Holder; or
  - 8) The Payment Transaction concerns payment for goods or services originating from countries or controlled by the governments of countries referred to in item 7); or
  - 9) the principal, the bank of the principal, or beneficiary of the Payment Transaction is an entity from a country mentioned in item 7; or
  - 10) a crime was committed, the Account was used in breach of law; or
  - 11) the amount indicated in the Instruction exceeds the amount of Transaction Limits established for the Instruction in question, or for the Account; or
  - 12) The Bank has carried out an Instruction of a Joint Account Holder that excludes execution of the Instruction submitted at the same time by the other Joint Account Holder; or
  - 13) The Bank has carried out an Instruction of an Account Holder or Proxy that excludes execution of the Instruction submitted at the same time by the Proxy or Account Holder; or
  - 14) the funds in the Account have been frozen, which makes it impossible to execute the Instruction in its full amount;
  - 15) any required information which should be indicated in the Instruction form (including an electronic form) is missing, or information provided is inaccurate; or
  - 16) the Payment Transaction recipient's bank does not administer an account in the currency in which the Payment Transaction was initiated; or
  - 17) The Account Holder has ordered a transfer to an account administered by the Bank, the execution of which would require a double currency conversion; or
  - 18) it is not possible to confirm with the Account Holder, at a specified time, the Instruction considered suspicious during the analysis.
2. Any Instruction which has been refused shall be deemed unserved. The Bank shall immediately notify the Account Holder of its refusal to execute the Instruction, the underlying reasons thereof, and the procedure of rectifying errors, no later than on the date falling on the Instruction execution, specified in the Regulations, unless such notification could lead to a breach of the law by the Bank.

3. In cases referred to in par. 1 (7-9) above, the Bank may demand that the Account Holder provide additional documents relating to said Instruction. The Bank may refuse to execute the Instructions referred to in par. 1 (7-9), even if such Instructions have been previously effected.
4. The Bank may charge a fee for notifying the Account Holder of its refusal to execute an Instruction, in the amount not exceeding reasonable costs incurred by the Bank, where the refusal was objectively justified, including without limitation insufficient funds in the Account.

#### §29. Cost Options

1. The Account Holder may order execution of a PSD Payment only with the SHA Cost Option. If the Account Holder orders execution of a PSD Payment with another Cost Option, the Bank shall replace it with the SHA Cost Option, charging from the Account Holder a fee resulting from deployment of the SHA Cost Option.
2. Where a payment service provider acting on behalf of the other party to a Payment Transaction is located in the territory of one of the Member States, the Account Holder may order execution of the Payment Transaction in any currency only with the SHA Cost Option.
3. As for Foreign Payments (other than PSD Payments), it shall be possible to use SHA, OUR, or BEN Cost Options, the choice being made by the principal. The principal shall pay fees or commissions for execution of such Payment Transaction, charged by other banks or payment service providers.
4. Executing PSD Payments, the Bank shall not charge any fees or commissions by reducing the amount of the payment order abroad.
5. In the event of executing Instructions regarding Payment Transactions other than PSD Payments, the Payment Transaction amount may be decreased by payable fees and commissions.

#### §30. Corrections of Erroneous Bookkeeping

1. Where certain items have been booked incorrectly in the Account or VAT Account, the Bank reserves the right to correct - without the consent of the Account Holder - such erroneously booked items. In the event of erroneous crediting of the Account or VAT Account as a result of an inaccurate entry, the Account Holder shall reimburse the Bank immediately with unreasonably received funds. The Bank shall have the right to make a contractual deduction of the receivables payable to the Account Holder due to booking in their Account or VAT Account an inaccurate amount, against the receivables payable to the Account Holder in respect of the Bank based on the Account Agreement, without the necessity to submit a separate declaration of intent. The Bank shall immediately notify the Account Holder of any deduction made.

#### §31. Submission of Instructions and Authorisation of Payment Transactions

1. Instructions may be submitted in the following forms:
  - a) in writing - in the Bank Unit, on relevant forms with names provided for individual Instruction types; or
  - b) either electronically or orally through the Electronic Access Channels, including through a PIS Provider; or
  - c) orally - in the Bank branch, or in CBP in the case of cash payments or withdrawals, and opening or terminating Time Deposits, or
    - a) by phone - via the Private Banking Centre.
2. Any and all Instructions shall be executed by the Bank where they contain a full set of data necessary for their execution, and the Account Holder is appropriately identified by the Bank, and the Account Holder duly authorizes the Instruction.
3. The Account Holder shall authorize the Instruction:
  - a) in the case of written Instructions - upon the Account Holder completing and signing the Instruction form, or the Account Holder signing a printed confirmation in accordance with KWP or another document indicating the powers of the Proxy;
  - b) in the case of Instructions made via Electronic Access Channels - upon the EKD User completing the Instruction electronic form or submitting an oral declaration of will, and providing Personal Authentication Data valid for the EKD in question, including Strong Authentication - as regards any and all Instructions so demanding;
  - c) in the case of oral Instructions - upon the Account Holder signing a confirmation of cash payment or withdrawal made, or confirming the opening or terminating a Time Deposit;
  - a) in the case of Telephone Instructions - upon reverse confirmation of the correctness of the Telephone Instruction submitted, following a previous identification of the Account Holder or Proxy based on the Password to Private Banking, defined in the password setup Instruction.
4. Where execution of an Instruction requires Currency Conversion, the Instruction Authorization shall also include a consent to the Currency Conversion.
5. Where the Instruction is concerned with a Standing Order or payment order, the Account Holder's consent to execute the Instruction shall apply to any and all Payment Transactions occurring subsequently one after another, consistent

with the terms and conditions specified in the Instruction as long as such consent is not withdrawn by the Account Holder, or until the expiry of said consent where the same was provided for a fixed period.

6. Unless specified otherwise in the provisions hereof, no Instruction may be cancelled (i.e. also its Authorization may not be revoked) from the moment it has been received by the Bank, unless the Bank agrees to revoke such Instruction afterwards. The Bank shall have the right to charge to the Account Holder with a fee for cancelling the Instruction.
7. Where required by law, the Bank shall make execution of a Payment Transaction or submission of an Instruction or Request via EKD or Card subject to the EKD User successful application of Strong Authentication.
8. The Bank shall use Strong Authentication where any person:
  - a) obtains online access to their account;
  - b) initiates an electronic Payment Transaction;
  - c) uses a remote channel to carry out an activity potentially related to a fraud risk connected with payment services, or to other irregularities.
9. Strong Authentication shall be used by the Bank:
  - a) in the process of logging into the Internet Banking System - by entering a password and an SMS code, or using Mobile Authorization,
  - b) with regards to Instructions in the Internet Banking System - by providing a password (including a login password, taking into account the ongoing communication session), and entering an SMS code or using Mobile Authorization,
  - c) with regards to Instructions in the Internet Banking System or in a Mobile Application during an ongoing user session - through an element of the authenticated session in the Mobile Device linked to the User and entering an SMS code, or using a Biometric ID,
  - d) in the process of logging into the Internet Banking System or Mobile Application - by verifying the link between the Mobile Device and the User, and entering a PIN code, or using a Biometric ID.
10. The Bank may not use Strong Authentication in cases arising from the law or decisions of competent authorities.

#### §32. Submission of Telephone Instructions

1. The Account Holder agrees for the Bank to register - on electronic media - telephone content selected by the Bank, regarding Telephone Instructions. Such recorded content may constitute evidence in the proceedings before general courts, in connection with settling any disputes between the Parties in relation to Telephone Instructions.
2. In order to submit a Telephone Instruction, the Account Holder shall contact a Bank employee, having called the number of the Private Banking Center, authorized to accept Telephone Instructions.
3. In order to identify the Account Holder, the person authorized by the Account Holder to execute Telephone Instructions of a given type shall provide - at the request of the Bank employee - an appropriate password or identification related information provided by the Account Holder in the Bank's form. The Bank shall identify the Account Holder solely on the basis of the aforementioned information. The Account Holder shall bear all responsibility for any and all Telephone Instructions submitted by a person authorized by the Account Holder, who - based on the Account Agreement - was identified by the Bank as being authorized by the Account Holder to submit such Telephone Instruction.

#### §33. Types and Forms of Settlement

1. Any and all settlements carried out by the agency of the Bank may be done in a cash or non-cash form, subject to other provisions hereof.
2. Any and all cash settlements shall be carried out in the Bank Units by way of paying an appropriate amount to the Recipient's bank account or withdrawing an appropriate amount from the Account.
3. Any and all information on the Currencies in which the Bank executes cash payments and withdrawals in banknotes and coins, the list of Bank Units handling cash payments and withdrawals, and Currency data shall be available on the Bank's Website and in the Private Banking Center.
4. Non-cash settlements shall be carried out as follows:
  - a) transfer order (including Standing Orders);
  - b) payment order;
  - c) by Card;
  - d) by Check.
5. Detailed information on the types of Instructions made available by the Bank shall be available in the Table of Commissions and Fees or specified in a relevant Agreement. The Instruction submission channels, and Cut-off Hours of their execution shall be available on the Website, in the Private Banking Center, or in each EKD.
6. Executing a cash or non-cash Instruction, the Bank shall charge or credit the Account with the amount indicated in the Instruction or its equivalent in the currency of the Account indicated for charging or crediting. In the case of a transfer order, the Bank shall transfer the amount to a bank or another payment service provider of the transfer recipient.

7. Any transfer instruction accepted by the Bank may be revoked (i.e. its authorization shall be withdrawn) on or before the moment at which the Bank has charged the Account of the Account Holder with the Instruction amount.
8. The Account Holder may cancel the transfer instruction with a future execution date (i.e. the authorization shall be withdrawn) no later than at the end of the Business Day preceding the agreed day of charging the Account, unless the Bank agrees to cancelling the Instruction following that date.
9. Retraction from the transfer Instruction (i.e. withdrawal of authorisation) filed with a Bank Unit, or at the Telephone Centre shall be made in writing, or in another manner based on the Bank's consent. Retraction from the transfer Instruction submitted via the Internet Banking System or Mobile Application should be carried out in such system, unless the Bank has agreed to another retraction method.
10. Any transfer Instruction confirmed by the Bank at the request of the Account Holder may not be revoked.

### §34. Domestic Bulk Payments

1. Based on a relevant Request, the Bank shall make available to the Account Holder the domestic mass payment service ("Domestic Bulk Payments") enabling execution of a large number of outgoing transfers the Instructions of which shall be sent to the Bank in a bulk (or the so-called package). The Domestic Bulk Payments shall be made available in BiznesPI@net.
2. The Domestic Bulk Payments shall be used only in connection with domestic PLN payments up to the amount of PLN 1,000,000.
3. The Domestic Bulk Payments service shall be provided in a technical PLN account (Mass Payments Account) indicated as the transfer remitter's account.
4. The funds needed for the execution of outgoing transfers and for the Bank's commissions for executing Instructions within the framework of the Domestic Bulk Payments service shall be collected from the Account indicated in the Request.
5. The Customer shall make sure that there are sufficient funds in the Account to cover the payment in a given package and the Bank's commission.
6. Any and all funds related to non-executed mass payments sent by third banks shall be booked in the Mass Payments Account, and then automatically rebooked to an Account duly indicated.
7. The service parameters, file formats, transfer execution statuses within a given package, and fees and commissions related to the Bank's provision of the Domestic Bulk Payments service, shall be defined in the Request for such service.
8. In connection with executing Domestic Bulk Payments based on MPP Payments, the VAT Account shall be charged with the VAT amount, i.e. the sum of VATs resulting from each transfer, not exceeding the amount of available balance in the VAT Account.

### §35. Standing Order

1. Any transfer Instruction may be submitted in the form of a Standing Order.
2. Standing Order Instructions shall be submitted by way of providing the Bank with a completed and signed form made available by the Bank, or via the Internet Banking System, or orally in the Private Banking Center.
3. A Standing Order Instruction may be issued for a fixed period or unlimited period. It shall specify:
  - a) a fixed amount which must remain unchanged during the period of Instruction validity, whereby the Account Holder can separately determine the amount of the first or last payment to be made within the framework of the Standing Order Instruction, or
  - b) that it concerns the entire balance of the Account on a given day, or
  - c) that it relates to funds exceeding a specified amount on a given day.
4. If the date specified as the date of execution of the Standing Order is not a Business Day, the Bank will execute the Standing Order on a Business Day immediately following such date.
5. The Account Holder shall to ensure, in the Account, at the end of the Business Day immediately preceding the date of execution of the Standing Order, an Available Balance sufficient to execute said Standing Order and to cover the Bank's fees related to the execution of said Standing Order.
6. The Account Holder may cancel the Standing Order Instruction (i.e. the authorization shall be withdrawn) no later than at the end of the Business Day preceding the agreed day of charging the Account.
7. Cancellation of the Standing Order Instruction (withdrawal of authorization), regardless of the submission manner, shall be carried out by way of providing the Bank with a completed and signed form made available by the Bank, or via the Internet Banking System, or orally in the Private Banking Center.
8. Standing Orders may not be executed based on MPP Payments.

### §36. Payment Order

1. The Bank shall accept and execute domestic payment orders in PLN. The payment order service shall consist in charging the Account with a specific amount as a result of such transaction having been initiated by the recipient based on the Account Holder's consent to charge the Account on agreed payment dates, as relates to certain obligations towards the recipient.

2. The consent obtained by the recipient from the Account Holder shall not have to be provided to the Bank. The Bank's receipt of a message from the recipient's bank shall initiate the payment order, without any prior verification of the Account Holder's duly signed consent to charge the Account in connection with the payment order service.
3. The Account Holder may apply to the Bank for a confirmation or consent referred to in par. 1. The Bank shall reply within 10 Business Days.
4. The condition of payment execution of the order payment shall be ensuring in the Account on the Business Day preceding the payment date sufficient funds for payment execution.
5. The Account Holder may instruct the Bank to block the account for charges in the form of payment orders, which will apply to any or specific recipients. If there is a blockade for specific recipients, the Account Holder shall provide NIP numbers of such recipients. The blocking instruction may be provided in writing at a Bank branch. The blockade shall take effect on the day following submission of such instruction in the Bank.
6. The Account Holder may revoke a specific payment order (authorization withdrawal) no later than at the end of the Business Day preceding the day on which the Account is to be charged, agreed with the Bank, in writing using a correspondence module in the Internet Banking System, in person, or by phone in the Private Banking Center, indicating the payment recipient's NIP, payment ID related to the payment order (IDP) the Account Holder wishes to cancel, and the date on which the Bank is to refrain from charging the Account in connection with execution of such payment order. Cancellation of a single payment shall not be tantamount to withdrawing the consent for further execution of payment orders.
7. The Account Holder may withdraw their consent to use payment orders in settlements with a given recipient (which means withdrawing Authorization for all the Payment Transactions for the benefit of such recipient). Where the Bank receives a withdrawal of consent which has never been provided to it, the Bank shall treat such withdrawal as an instruction to block a specific recipient, referred to in paragraph 5.
8. The Account Holder may demand that Bank refunds the amount of an authorised payment order that has already been executed within 5 Business Days of the date of charging the Account.
9. Within 1 Business Day of the date of receipt of the request for such refund, the Bank shall reimburse the full amount of the Payment Transaction executed as a result of the payment order instruction.

### §37. Card Payments

1. During its validity term, the Card shall make it possible to execute Instructions related to the Account to which it was issued or with which it is linked.
2. Any and all Instructions submitted by Card shall be authorized by:
  - a) entering and confirming PIN - when executing cash payments/withdrawals at an ATM, or when executing an Instruction in sales locations equipped with PIN verification devices;
  - b) the Card User putting their signature on the Instruction proof issued by a card accepting location, consistent with the signature on the back of the Card - in the case of non-cash transactions made outside the EEA;
  - c) providing the Card number, Card validity date, CVV2/CVC2 Code, 3D Secure Password, or - as an option - a security question - in the case of Instructions executed without a physical presentation of the Card;
  - d) putting the Card or Mobile Device enabling proximity transactions in the form of an application (linked to the Card) installed on such device near the proximity reader - in the case of proximity transactions, up to the amount limit defined for a given operation;
  - e) putting the Card or Mobile Device near the proximity reader and entering PIN - in the case of proximity transaction, above the amount limit defined for a given operation, referred to under item d), or where the total amount of proximity operations carried out from the last Strong Authentication exceed the equivalent of EUR 150;
  - f) providing (one time) the Card number, Card validity date, CVV2/CVC2 Code, 3D Secure Password, or - as an option - a security question - in the case of carrying out the first repeating Payment Transaction; or
  - g) putting the Card in a CAT terminal which does not require PIN.
3. Where the Instruction is authorized in a way referred to under par. 2, it shall become irrevocable within the meaning of art. 51 of the Payment Services Act.
4. Prior to executing the first proximity Instruction, at least one Instruction must be executed in a sales location, and confirmed with the PIN.
5. No signature on the Instruction proof or a signature on the Card inconsistent with the specimen signature shall not release the Account Holder from their responsibility for the Instruction executed.
6. The Instructions may be executed by the Card User up to the amount of funds available in the Account to which the Card has been issued or with which it is linked, and up to the daily Transaction Limit defined for the Card.
7. Where an Instruction has been executed, including by way of a proximity Instruction or for technical reasons, the Account Holder shall be responsible

- for such Instruction, even if it is not covered by the funds available in the Account or exceeds the Transaction Limit defined for the Card.
8. In the case of repetitive Instructions, the Account Holder or Card User shall cancel the service directly with the recipient in order to avoid further, future charges.
  9. As for cash payments by a Card made at an ATM in the Bank Unit:
    - a) payments may be made only in PLN (in PLN banknotes, in accordance with the instructions of the ATM) to the Account to which the Card has been issued;
    - b) the ATM checks authenticity of the banknotes and returns those considered inconsistent with the purchase terms, destroyed, or creased, and then it calculates the remaining payment amount;
    - c) the payment increases funds available in the Account immediately following the payment, except for payments made while the Bank systems are unavailable.
  11. The Instructions linked to Debit MasterCard Business Cards issued to the PLN Account, executed:
    - a) in a foreign currency other than EUR - shall be converted into EURO by the Payment Organisation at a rate applicable therein on the day it has settled the Instruction, and then converted by the Bank into PLN at the first published sale rate of EUR, applicable in the Bank on the day it has settled the Instruction. Any and all Instructions will be settled based on data obtained from the Payment Organization.
    - b) in EUR - they shall be converted into PLN at the first published sale rate of EUR, applicable in the Bank on the day it has settled the Instruction. Any and all Instructions will be settled based on data obtained from the Payment Organization
  12. The Instructions linked to the MultiCurrency MasterCard Business Cards executed:
    - a) in EUR - where there is no EUR Account linked to the Card or there are insufficient funds in EUR in the linked Account on the day on which the Instruction is executed - they shall be converted by the Bank into PLN at the first published sale rate of EUR, applicable in the Bank on the day it has settled the Instruction. Any and all Instructions will be settled based on data obtained from the Payment Organization;
    - b) in USD, GBP, or CHF - where there is no Account in such currency, linked to the Card or there are insufficient funds in such currency in the linked Account on the day on which the Instruction is executed, as well as in the case of other foreign currencies - they shall be converted into EUR by the Payment Organization at a rate applicable therein on the day it has settled the Instruction, and then they shall be converted by the Bank into PLN at the first published sale rate of EUR, applicable in the Bank on the day it has settled the Instruction. Any and all Instructions will be settled based on data obtained from the Payment Organization.
  13. Any and all Instructions executed by Cards shall be booked:
    - a) in the case of Cards issued in the MasterCard system, excluding the MultiCurrency MasterCard Business - by charging the Account to which the card has been issued;
    - b) in the case of MultiCurrency MasterCard Business Cards:
      - by charging the Account to which the card has been issued (in PLN) and there is a blockade related to the execution of the Instruction:
        - in currencies other than EUR, USD, GBP, CHF;
        - in EUR, USD, GBP, CHF where the Card is not linked to Accounts in EUR, USD, GBP, CHF respectively;
        - in EUR, USD, GBP, CHF where the Card is linked to Accounts in EUR, USD, GBP, CHF respectively, but there are insufficient funds therein to execute the Instruction upon its submission;
      - by debiting the Account linked with the Card in EUR, USD, GBP, CHF where the Instruction was executed with a Card in the currency of the linked Account, whereby the EUR, USD, GBP, CHF accounts are attached to the Card, and there are sufficient funds in the Instruction currency to execute the Instruction upon its submission.
  14. The settlement of fees and commissions payable to the Bank for Instructions executed by Card shall be carried out by charging the Account in which the Instruction was booked. The types and amounts of fees have been specified in the Table of Fees and Commissions.
  15. Where the Agreement to which the Card has been issued expires, and the Account Holder possesses other Accounts, the Bank may charge the costs of unauthorized or unsettled Instructions or payable fees also into the other Accounts in the Bank, related to the Agreement.
  16. In the Account to which the Card was issued, the Account Holder shall keep sufficient funds ensuring settlement of any and all Card Instructions and payment of payable fees and commissions.
  17. The moment at which the Bank receives a cash or non-cash Instruction, as a withdrawal from an ATM made by a Card, shall be the Business Day on which the Bank received from the Payment Organization information on the Instruction to be settled. The deadline regarding the Bank's receipt from the Payment Organization of information on the Instruction executed by the Card Users shall be:
    - a) 30 Business Days – for non-cash Instructions;
    - b) 8 Business Days – for cash Instructions;
  18. In the case of Transactions by Card in the form of payment of cash to a device in a Bank Unit until 5 PM on a Business Day, the moment at which the Bank receives the payment order shall be the day on which the Transaction was made. Where Transactions are made after 5 PM on a Business Day or on a day other than a Business Day, the moment at which the Bank receives the payment order shall be the Business Day that follows.
  19. The statement concerning the Account in which the Instructions were booked shall be the proof of the Bank's settlement of the Card Instructions.
- ### §38. Checks
1. The Bank shall accept unexpired checks for collection from the Bearer, and it shall execute them by way of:
    - a) a foreign collection (if the check was issued by a Check Issuer whose account is administered by another Bank) – in that case, the Bearer shall receive the amount for which the Check was issued, once it is transferred to the the Bank by the Check Issuer;
    - b) its own collection (if the check was issued by a Check Issuer whose account is administered by the Bank) – in that case, the Bank shall pay for the Check in the form of non-cash settlement or cash payment, into the Check Issuer's account.
  2. Any and all checks with annotations "for settlement", "transfer to account" or equivalent annotations may be executed only in a non-cash form, i.e. by crediting the Bearer's Account with funds related to their buyback by the Check Issuer's bank.
  3. Any checks accepted by the Bank by way of foreign collection should be duly endorsed. By endorsing Checks, the Bearer authorises the Bank to exercise any and all rights related to the Check, including the right to present the Check for payment in the Check Issuer's bank.
  4. If the Check Issuer's bank returns the Check, having refused to make payment, the Bank shall return such Check to the Bearer.
  5. As regards accepting Checks for Collection and executing them, the Bank shall charge fees and commissions pursuant to the applicable Table of Commissions and Fees.
- ### §39. Time Limits for Receipt and Execution of Instructions Concerning Outgoing Payment Transactions
1. The moment at which the Bank receives the Instruction shall be the moment at which the Instruction was served to the Bank by the Account Holder.
  2. Depending on the form of the Instruction submitted, the moment of delivery shall fall on:
    - 1) the moment at which the Bank received a written or oral Instruction;
    - 2) the moment at which the Bank received the Instruction via the Private Banking Centre;
    - 3) the moment the Instruction was entered in the electronic communication medium so that the Bank could acquaint itself with its content – in the case of Instructions submitted in the Pl@net System, the BiznesPl@net System, or the MultiCash System.
  3. For the purposes of calculating execution deadline for the Instruction, the Cut-off Times shall apply.
  4. Where the Bank receives an Instruction on a Business Day, it shall be deemed that the Instruction was received on the same Business Day, whereby - for the purposes of calculating its execution deadline, if it was received:
    - a) before the Cut-off Time – it shall be executed on that Business Day;
    - b) after the Cut-off Time – it shall be executed on the first Business Day following such date.
  5. Where the Bank receives an Instruction on a day which is not a Business Day, it shall be deemed that the Instruction was received and will be executed on the first Business Day following such date.
  6. If execution of the Instruction is to take place on a specified date indicated by the Account Holder (Instruction with a future execution date), for the purposes of calculating the execution deadline, it shall be deemed that the Instruction was received by the Bank at the beginning of the day indicated for such execution. Should that date not be a Business Date for the Bank, it shall be deemed that the Instruction was received by the Bank on the first Business Day following said date.
  7. PSD Payments in EUR or PLN shall be executed no later than:
    - a) by the end of the next Business Day following receipt by the Bank of the Instruction electronically,
    - b) by the end of the second Business Day following the Bank's receipt of the Instruction in paper, except for Instructions referring to PLN Payment Transactions executed on the whole territory of the Republic of Poland, consistent with the Tax Ordinance Act of 29 August 1997, and the resolution of the European Parliament and of the Council (EU)

No. 952/2013 of 9 Oct. 2013 laying down the Union Customs Code, which shall be executed no later than by the end of the next Business Day following their receipt by the Bank.

8. Payment Transactions executed in the territory of the Republic of Poland or other Member States other than PSD Payments in EUR or PLN shall be executed by the end of the fourth Business Day following the Bank's receipt of the Instruction.
9. Details of the Instruction execution deadlines shall be available on the Website, in the Bank Units, or at the Telephone Centre.
10. If there are any doubts whether the Instruction was submitted by a person duly authorized by the Account Holder, the Bank shall have the right to suspend execution of such Instruction until it contacts the Account Holder and has them confirm the submission of said Instruction.

#### §40. NON-STP Transfers

In the case of a Payment Transaction classified as a NON-STP Transfer, if executed by the Bank, the Bank shall collect relevant fees or commissions set forth in Table of Commissions and Fees.

#### §41. Cash Payments and Execution of Incoming Transfers

1. The Bank shall credit the Account with the open cash payment made at a cash register of the Bank Unit immediately upon execution, no later, however, than on the same Business Day. The time limit for booking closed payments shall be specified in a separate agreement or rules governing a given product.
2. The Bank shall credit the Account with the incoming transfer amount immediately upon crediting the Bank's account with such amount. Incoming payments received by the Bank after the Cut-off Time shall be credited in the Account on the following Business Day. The date on which the Account has been credited with the amount of the incoming transfer shall be the Currency Date.
3. The Bank shall provide the Account Holder with the Payment Transaction amount immediately after the Bank's account has been credited with such amount, where on the side of the Bank:
  - a) there is no currency conversion; or
  - b) the currency is converted between EUR and the currency of the Member State, or between two currencies of Member States. The obligation to make available to the Account Holder immediately the amount of the Payment Transaction shall also apply to Payment Transactions between accounts maintained by the Bank.
4. Where the Agreement stipulates that the Bank should not credit certain Account types with the amount of a transfer received, the Bank shall credit the Current Account with the transfer ordered for such Account type.
5. Where the currency of the incoming transfer amount is different than the currency in which the Account indicated in the Agreement is administered, the Bank shall credit such amount in the Account indicated in the transfer, and it shall convert such amount at the selling or purchase rate applicable in the Bank, unless specified otherwise or under circumstances described under par. 6.

6. The Account Holder may apply to the Bank for it to book incoming transfers received for the Account Holder in an Account other than the one indicated in the transfer, using NRB or IBAN. The Instruction may pertain to incoming transfers in selected currencies, or to all transfers, regardless of their currency, and upon the Bank's acceptance of the Instruction.

#### §42. Liability for Unauthorised Payment Transactions

1. In the event of a Payment Transaction not authorised by the User, the Bank shall immediately, however not later than by the end of the Business Day following the date of the occurrence of such unauthorised Payment Transaction or the date of receipt of a relevant notification made by the Account Holder based on terms and conditions set forth herein, restore the charged Account to the state that would have existed in the absence of such unauthorised Payment Transaction, subject to the provisions below.
2. The Account Holder shall be responsible for Payment Transactions the Account Holder or Card User of which has not authorised in the full amount if the Payment Transaction results from:
  - a) usage of a lost or stolen device by means of which the User utilizes an EKD, or
  - b) appropriation of a device by means of which the User utilizes an EKD.
3. The Account Holder shall be responsible for unauthorised Payment Transactions in their full amount if the User has caused them intentionally or due to a violation - made intentionally or as a result of failure to ensure due diligence - of at least one of security obligations referred to herein, including but not limited to:
  - a) usage of a device by means of which the User utilizes an EKD, inconsistently with the Agreement;
  - b) failure to notify the Bank or an entity designated by the Bank immediately of loss, theft, misappropriation or unauthorised use of said device or unauthorised access of the same; or

- c) failure to take necessary measures to prevent the breach of individual safeguards of such device, in particular failure to have stored the same with due diligence or to not have made it available to unauthorised persons; or
  - d) failure to verify in the Internet Banking System whether the Account Holder logged into the Bank's Website, or whether the authentication code received in an SMS message should be used to validate the planned activity.
4. Upon notifying the Bank under the terms and conditions specified herein, as regards the occurrence or suspected occurrence of a situation threatening the EKD safety, the Account Holder shall not be held responsible for any unauthorised Payment Transactions, unless they have caused them intentionally. If the Bank does not provide a way for making such notification, the Account Holder shall not be responsible for any unauthorised Payment Transactions, unless they have caused them intentionally.
  5. The Bank shall not return to the Account Holder the unauthorised Payment Transaction amount where there are reasonable and duly documented grounds for suspecting fraud, and it shall inform of the same (in writing) the enforcement authorities.
  6. The rules for reimbursement of the amount of unauthorised Payment Transaction shall also apply where the Payment Transaction is initiated by the agency of a PIS Provider.

#### §43. Notification of Payment Transaction Irregularities, Complaints

1. The Account Holder shall submit complaints without undue delay, including by notifying the Bank of any unauthorised, ineffective or improper Payment Transactions executed - orally, in writing, in person, through a proxy, by phone, or electronically in any Bank Unit.
2. Where the Account Holder fails to notify the Banks of such unauthorised, incomplete or improperly executed Payment Transactions within 3 months of the date of charging the Account or from the date on which the Payment Transaction was to be executed, the Account Holder's claims against the Bank for said unauthorised, incomplete or improperly executed Payment Transactions shall expire.
3. The complaint should include any and all information which may support its examination. Attached thereto should be the copies of documents related to the activity the complaint refers to, indicating the validity thereof.
4. At the Bank's request, the Account Holder shall provide additional information or documents if, in the Bank's opinion, such information or documents are necessary to examine the complaint.
5. The Bank shall examine and respond to the complaint immediately, no later than within 30 days of the day of its receipt. In particularly complex cases, preventing examination of the complaint and responding within the aforesaid deadline, the Bank, in the information provided to the Account Holder, shall explain the reason for the delay, indicate the circumstances required for examining the case, and determine the expected date of examination and response, which may not exceed - in the case of Account Holders who are natural persons - 60 days from the date of receipt of the complaint.
6. Examination of and response to the complaints concerning Payment Transactions and other services governed by the payment services act shall be made immediately, no later than within 15 Business Days from the date of receipt of the complaint. It shall be sufficient to send a reply before the expiry of said deadline. In particularly complex cases, preventing examination of the complaint and responding within the aforesaid deadline, the Bank, in the information provided to the Account Holder, shall explain the reason for the delay, indicate the circumstances required for examining the case, and determine the expected date of examination and response, which may not exceed 35 days from the date of receipt of the complaint.

#### §44. Other Complaints Not Described Above

1. The Account Holder may file with the Bank complaints (objections) concerning the Bank services. Such complaints should be submitted immediately following the occurrence of circumstances which raise doubts of the Account Holder, which will facilitate and accelerate conscientious examination of the complaints. Where the Account Holder is a natural person, the rules set forth under par. 2-4 shall apply.
2. The complaints may be submitted in writing - in person in the Bank branches or registered office, or by mail to the address of the branch or registered office of the Bank, orally - by phone at the Helpline telephone number (+48 22 566 99 99) (fee for connection based on the operator's price list) or in person to the protocol at the Bank's branch or registered office, by electronic means - with the use of electronic banking systems or the complaint form to be found on the Website. The phone and address details of the Bank's branches and registered office are given on the Website and at the Bank's branches.
3. Once the Account Holder has filed a complaint, the Bank shall examine it and respond in paper or on another permanent information carrier, whereby any response to the Account Holder by electronic means shall take place at the Account Holder's request.

4. The Bank shall examine and respond to the complaint immediately, no later than within 30 days of the day of its receipt. In particularly complex cases, preventing examination of the complaint and responding within the aforesaid deadline, the Bank, in the information provided to the Account Holder, shall explain the reason for the delay, indicate the circumstances required for examining the case, and determine the expected date of examination and response, which may not exceed - in the case of Account Holders who are natural persons - 60 days from the date of receipt of the complaint.

## VIII. Conclusion and Settlement of FX Transactions

### §45. Ways of Concluding FX Transactions

- Any and all FX Transactions may be concluded:
  - by telephone on the terms and conditions laid down hereunder;
  - in the Electronic Currency Platform, in accordance with the rules laid down in the rules regarding the Electronic Currency Platform.
- Where the Bank and Account Holder have concluded or will conclude a framework agreement covering FX Transactions, the Parties will, from the date of conclusion of the framework agreement, conclude such Transactions solely under said framework agreement.

### §46. Prerequisites for Conclusion of FX Transactions

- In order to conclude any FX Transaction, the Bank shall demand that the Account Holder meet - as of Conclusion Date - the following conditions:
  - they have active Payment Accounts that enable execution of FX Transactions;
  - they have indicated persons authorised to conclude FX Transactions on their behalf, using an appropriate Bank form,
  - they have cash in a relevant Payment Account in appropriate currency, in the amount necessary to execute the FX Transaction, in the event of conclusion of a Today Transaction.
- Compliance by the Account Holder with the conditions referred to in paragraph 1 shall not impose an obligation on either Party to enter into FX Transactions. In particular, the Bank may refuse to enter into such Transaction with the Account Holder if it considers that the conclusion of said Transaction is inappropriate for the Account Holder.
- The Party shall not be liable to the other Party for any damages suffered by such Party as a result of refusal to conclude an FX Transaction.

### §47. FX Transaction Minimum Amount

The Bank may conclude by phone any FX Transactions the Transaction Amount of which (or its equivalent in the Settlement Currency), calculated according to the Exchange Rate, is not lower than PLN 1,000.00.

### §48. FX Transactions by Phone

- Each Party shall agree for the other Party to register, on electronic information carriers selected by the same, the content of phone conversations pertaining to the FX Transactions, in particular the Transaction Terms and Conditions. Such recorded content may constitute evidence in the proceedings before general courts, in connection with settling any disputes between the Parties in relation to FX Transactions concluded by phone.
- For the purpose of concluding an FX Transaction by phone, the Party shall contact the other Party in the following manner:
  - The Account Holder shall contact a Bank employee, at an indicated telephone number, duly authorized to negotiate terms and conditions of and conclude FX Transactions on the Bank's behalf;
  - The Bank shall contact the person indicated by the Account Holder on the Bank's form, duly authorized to conclude FX Transactions on behalf of the Account Holder, at the telephone number possessed by the Bank.
- In order to identify the Account Holder, the person authorized by the Account Holder to conclude a given type of FX Transaction shall provide - at the request of the Bank employee - an appropriate password or identification related information provided by the Account Holder in the Bank's form mentioned under art. 46 (1)(b). The Bank shall identify the Account Holder solely on the basis of said information. The Account Holder shall bear all responsibility for any and all FX Transaction concluded by a person authorised by the Account Holder, who - based on the Account Agreement - was identified by the Bank as being authorized by the Account Holder to conclude such FX Transaction.
- The conclusion of an FX Transaction shall take place at the time of submission by a person authorised by the Account Holder and the Bank of a declaration of intent stating that they accept the Transaction Terms and Conditions.
- In order to conclude an FX Transaction, the Parties shall agree each time at least the significant Transaction Terms and Conditions, selecting from:

Notional Amount, Currency, Settlement Currency, Exchange Rate, Settlement Date.

### §49. Order Submission

- The Order shall be placed on receipt by the Bank of all necessary elements of the Order, i.e.:
  - Transaction Terms and Conditions referred to in § 48 (5),
  - The Order Execution Rate,
  - the time limit (date and time) by which the Order Execution Rate is to be checked.
- The Order Execution Rate shall be checked the Bank 24h.
- The Customer shall have the right to apply for the Bank to cancel the Order. The Bank may do so or, where the exchange rates in the Platform are in the Bank's opinion too close to the Order Execution Rate, reject such application.
- The Customer may submit an Order only in such pairs of currencies in which Customer's accounts are maintained.
- The Order shall automatically expire in the event of:
  - the expiry Order Validity Date, as well as
  - no funds necessary for the execution of the Transaction in the relevant Customer's Account.

### §50. Transaction Conclusion in the Private Banking Center

- FX Transactions shall be concluded with the Customer present in the Private Banking Center. The Customer shall provide a BP Consultant with an oral order, and then the latter shall phone the Dealer to determine the Transaction Terms and Conditions in the Customer's presence, following which the Customer shall sign the form "Order of Exchange Rate Determination and Conclusion of a Today Transaction with BNP Paribas Bank Polska S.A.", which will constitute, at the same time, confirmation of Transaction Terms and Conditions.

### §51. FX Transactions Concluded for the Purpose of Executing Transfer Orders

- An FX Transaction concluded for the purpose of executing a Transfer Order shall be concluded by the Account Holder with a view to making it possible for the Account Holder to file with the Bank and have the Bank execute - on the Conclusion Date of the FX Transaction in question - the Transfer Order.
- The Bank may make the Transfer Order available to the Holder only in selected Internet Banking Systems or via other service channels as per their functionalities. Relevant information about EKD functionalities and possibilities of execution of the Transfer Order shall be available in the Bank Units, on the Website, at the Telephone Centre, or with the Bank's employee authorised to conclude FX Transactions.
- As prior to the moment of the Bank booking the Transfer Order (resulting in the Bank making the Transaction Settlement through charging the Account Holder's Payment Account in the Settlement Currency), the Settlement Amount arising from the TX Transaction shall be visible in the Holder's Payment Account as their available balance.
- Submitting other Instructions pertaining to the funds in their Account, the Account Holder shall take into consideration the necessity to have at their disposal enough funds to execute FX Transactions concluded on a given Business Day, and to enable the Bank to execute the Transfer Order and other Instructions (including payment of relevant commissions and fees).
- In the case of an FX Transaction concluded for the purpose of executing a Transfer Order, the Account Holder, in addition to agreeing on Transaction Terms and Conditions, shall:
  - where the FX Transaction is concluded by phone:
    - notify the Bank employee authorized to conclude FX Transactions on behalf of the Bank, of the purpose of concluding the FX Transaction (FX Transaction concluded for the purpose of executing a Transfer Order),
    - subsequently - after receiving from said employee relevant information about the reference number of the FX Transaction concluded - include said number in the Transfer Order being executed and submitted at the Bank;
  - where an FX Transactions is concluded in the Electronic Currency Platform, include the reference number of the FX Transaction executed, generated by said Platform, in the Transfer Order being ordered at the Bank.
- Conclusion of an FX Transaction for the purpose of executing a Transfer Order shall result in the Account Holder's obligation to deposit a Transfer Instruction in the Bank on the Conclusion Date, without exceeding the Cut-off Times for the FX Transaction in question. This obligation may be executed in relation to one or more Transfer Orders regarding the entire Transaction Amount.



7. The Bank may refuse to execute a Transfer Order, if there are not sufficient funds in the relevant Account to pay commissions payable to the Bank.
8. The Bank shall execute any Transfer Order based on the Exchange Rate agreed by the Parties in the Transaction Terms and Conditions provided that the Order is placed each time in accordance with the functionalities of each EKD, and provisions of art. 5 above. Any Transfer Order submitted by the Account Holder in breach of any of such rules shall be executed by the Bank on standard terms and conditions, without taking into consideration the Exchange Rate agreed in the Transaction Terms and Conditions, i.e. based on the exchange rate consistent with the exchange rate table currently in force at the Bank.
9. Should the Account Holder fail to submit one or more Transfer Orders regarding the entire Transaction Amount, or should they submit their Transfer Order after the Cut-off Time for a given Transaction Currency, the Transaction Amount or the part of the Transaction Amount not included in the Transfer Order shall be converted by the Bank to the Settlement Currency of said FX Transaction based on the exchange rate indicated in the exchange rate table applicable in the Bank at the moment of such Currency Conversion, unless the Customer agrees with the Bank, by 4.30 PM of the Conclusion Date, a different exchange rate at which the Bank shall make the Currency Conversion. In order to agree on the exchange rate referred to above, the Parties shall contact each other by phone.
10. If, following the Currency Conversion referred to in paragraph 9, the amount arising from the difference between the Exchange Rate and the exchange rate used in the Currency Conversion:
  - a) is payable to the Bank – the Account Holder shall pay such amount to the Bank. The payment shall be made by way of taking said amount by the Bank from the Payment Account in the Settlement Currency or from any other Account at the Bank. Where the currency of the amount due to the Bank is different from the currency in which the account from which such amount is taken is maintained, the Bank shall convert that amount into the currency in which it is due, based on a relevant exchange rate consistent with the exchange rate currently in force at the Bank at the time of such collection;
  - b) is payable to the Account Holder – the Bank shall credit such amount to the Payment Account in the Settlement Currency.

#### **§52. FX Transactions with Condition Precedent Made by Phone**

1. FX Transactions may be concluded by the Parties under condition precedent regarding the occurrence of certain parameters relating to the Transaction Terms and Conditions within a time limit agreed by the Parties.
2. The conclusion of an FX Transaction under condition precedent shall take place when each Party files a concordant declaration of intent stating that the Party accepts the Transaction Terms and Conditions, including the condition precedent. Such FX Transaction shall become effective once the condition precedent has occurred.
3. The Bank shall immediately confirm the entry into force of the FX Transaction by providing Confirmation to the Account Holder.

#### **§53. FX Transaction Confirmation**

1. The Bank shall confirm to the Account Holder the conclusion of the FX Transaction by providing the latter with a Confirmation constituting proof of the conclusion of the FX Transaction. However, the FX Transaction shall be valid regardless of whether or not the Confirmation has been drawn up.
2. The Confirmation shall be given immediately, no later than on the Business Day following the Conclusion Date regarding the FX Transaction in question, in a manner agreed with the Account Holder.
3. The Confirmation shall not require signature from the Bank or Account Holder, and it shall in any event provide sufficient proof of the agreed Transaction Terms and Conditions between the Parties.
4. Any objections to the content of the Confirmation received shall be put forward on the date of its receipt. Failure to put forward objections with regards to the content of the Confirmation within the aforesaid time limit shall be tantamount to deeming it compatible with the Transaction Terms and Conditions.

#### **§54. FX Transaction Settlement**

1. The FX Transactions shall be settled, subject to the provisions of § 46, on the Settlement Date in the following manner:
  - a) where the Seller is the Bank - the Bank shall credit the Transaction Amount in the Account Holder's Payment Account maintained in the Transaction Currency, and it shall charge the Settlement Amount in the Payment Account in the Settlement Currency;
  - b) where the Seller is the Account Holder - the Bank shall charge the Transaction Amount in the Payment Account in the Settlement Transaction, and it shall credit the Settlement Account in the Payment Account in the Settlement Currency.
2. On the Settlement Date, the Account Holder shall ensure funds for the Transaction Amount or Settlement Amount. In the event that the Payment Amount is seized by an authorized enforcement organ, the Account Holder

shall make the payment directly to the Bank account indicated in the FX Transaction in relation to which the payment is being made.

3. The Party which has failed to timely discharge its payment obligation arising from the FX Transaction shall pay, at the request of the other Party, any and all delay interest in the amount of Maximum Interest for Delay from the equivalent of the amount not timely paid, converted into PLN based on the average NBP rate applicable on the Settlement Date.
4. Where, on the Settlement Date, there are no sufficient funds in a relevant account to make (settle) the FX Transaction, the Bank may suspend the payment it is obliged to make based on the FX Transaction, and it may conclude a transaction in the direction opposite to the given FX Transaction ("Closing Transaction of the Bank") in order to close the open FX position of the Bank. The Closing Transaction of the Bank shall be made based on a relevant exchange rate specified in the first table of exchange rates announced by the Bank on the day the Closing Transaction of the Bank is made (not earlier than the Business Day following the Transaction Settlement Day). If, following conclusion of a Closing Transaction of the Bank,
  - a) the amount is payable to the Bank – the Account Holder shall pay such amount to the Bank. The payment shall be made by way of taking said amount by the Bank in the Settlement Currency from the Payment Account or from any other Account. Where the currency of the amount due to the Bank is different from the currency in which the account from which such amount is taken is maintained, the Bank shall convert that amount into the currency in which it is due, based on a relevant exchange rate consistent with the exchange rate currently in force at the Bank at the time of such collection;
  - b) the amount is payable to the Account Holder – the Bank shall credit such amount to the Payment Account in the Settlement Currency.

#### **§55. Transaction Valuation**

1. The Bank shall calculate the Transaction Valuation on each Valuation Day, and it shall - once every calendar month - provide the Account Holder with a statement indicating the amount as of the Valuation Day selected by the Bank (if there were FX Transaction in progress on the Valuation Day).
2. Whenever the information given to the Account Holder with regards to the Transaction Valuation includes wording referring to the "Regulations regarding FX and derivative transactions", it shall be construed as these Regulations.

### **IX. Electronic Access Channels (EKD)**

#### **§56. Principles of Access To and Use Of EKD**

1. The Bank shall make it possible for the Account Holder to gain access to information regarding products and to place Orders in the EKDs.
2. In order to use an EKD, the Account Holder shall sign an Agreement and apply for making a given EKD available. Also, they shall indicate at least one EKD User who meets the requirements set forth by the Bank. In addition, in the case of selected EKDs, they shall specify supplementary authorizations.
3. The functionalities of individual EKDs, including the types of Instructions that the EKD User may submit via such channels, shall depend on the current functional scope of the EKD. Details on the EKD functional scope shall be available in Bank Units, on the Website, and at the Telephone Centre.
4. The EKD User shall be granted access to and may submit Instructions for the given EKD with regards to:
  - a) in the case of GOnline and GOMobile - all the Account Holder's products and all the Instructions, in line with the functionality of the system or application once the EKD User has indicated relevant authorized persons in the Request in the Bank Unit or at the Telephone Center (only where the Bank already has a complete set of data regarding the EKD User, which was previously submitted in the Bank Unit) - according to the EKD Regulation of BNP Paribas Bank Polska S.A.;



- a) in the case of a BiznesPI@net – all or selected products of the Account Holder, or only specified Instructions, in accordance with the system functionalities of the system once the EKD User has been indicated and given authorizations defined by duly authorized persons as per the Request, in the Bank Unit, or electronically via said system;
  - b) in the case of GOMobile Biznes and Mobile BiznesPI@net – all or selected products of the Account Holder, or only specified Instructions, in accordance with the system functionalities of the system once the EKD User has been indicated in the Request in the Bank Unit or electronically via said system, based on authorizations previously defined for the BiznesPI@net system with the reservation that the functionality of the Mobile Application may be different in the scope of available Instructions as compared to the BiznesPI@net system;
  - c) in the case of Multicash - all or selected products of the Holder, or only specific Instructions, in accordance with the system functionalities.
5. Once the EKD User has been given access to the Internet Banking System, the Bank may also provide them with the possibility to use selected Mobile Applications or other electronic or phone banking systems, based on the functionality of a given EKD - e.g. a possibility to connect to the Electronic Currency Platform.
  6. The Bank shall enable usage of each EKD:
    - a) Internet Banking Systems – on the Bank's Website for any electronic device with internet of phone network access which enables provision of electronic services by way of transmitting data, provided that the internet browser settings make it possible to use information held in the EKD User's device (e.g. cookies), as well as for any electronic device meeting the equipment or software requirements for a given system;
    - b) Mobile Applications – upon collecting a dedicated application from Apple App Store or Google Play Store for any devices meeting the equipment of software requirements for a given application;
    - c) Multicash – upon installing - at the registered office of the Account Holder, at their request in writing - the MultiCash System software. The Bank shall deliver, install, and update the MultiCash System software based on service fees / without any additional fees.
  7. In order to use telephone services at the Private Banking Center, it shall be necessary to file an appropriately completed Password Setting Instruction.
  8. Information on technical, hardware, and software requirements needed for the use of EKDs shall be available in Bank Units, on the Website, or at the Telephone Centre. The Bank shall have the right to require installation of a particular software under the pain of ceasing to provide a given EKD service, and it reserves the right to modify the technical or hardware requirements for equipment necessary to ensure proper functioning.
  9. The EKD User shall be able to commence using Electronic Access Channels once they have downloaded the given EKD, installed a relevant application or system, respectively, and logged in for the first time based on received login data and a created password. In this respect, the Bank shall provide relevant information at the moment of the first issuance of login data.
  10. Once the Account Holder has submitted a Request and indicated an EKD User, the Bank shall provide such EKD User with login data relevant for a given EKD.
  11. In the event that the Account Holder has applied for a possibility of logging in via the Internet Banking System to the electronic platforms of companies belonging to the BNP Paribas Group, the EKD Holder has authorized, at the same time, the Bank to provide the company from the BNP Paribas Group operating a given platform information constituting bank secrecy to the extent necessary to enable logging into the platform of said company from the Internet Banking System.
  12. The Bank shall provide the User with access to the EKD 7 days per week, 24 hours a day. However, the Bank reserves the right to interrupt the functioning of its Electronic Access Channels in connection with performing activities related to their proper functioning, including maintenance, implementation of improvements or security measures.
  13. The Account Holder or a duly authorized EKD User may, to the extent specified by the Bank, limit access (for themselves or another User) to the services referred to above.
  14. Any EKD User with authorizations to order Payment Transactions via EKDs shall order them up to the amount of the maximum default Transaction Limit - made available by the Bank - of the given EKD, or defined individually by the EKD Holder or EKD User based on the Request submitted in writing in the Private Banking Center electronically or by phone. Information pertaining to the amount of the maximum default transaction limit made available by the Bank for a given EKD shall be available in the Private Banking Center.
  15. The Account Holder or EKD User may, upon request, disable or block access to the selected EKD by applying to the Private Banking Center - in writing, electronically or by phone.
  16. Deactivation of access to a given EKD for the EKD User shall be carried out based on a Request of the Account Holder or EKD User, submitted with the Private Banking Center - in writing, electronically or by phone.
  17. Deactivation of the Internet Banking System for the Account Holder or EKD User shall also mean blocking associated accesses for the EKD User to the Mobile Application, and preventing the use of other electronic or phone banking systems through their use.
- §57. Liability and Security Rules**
1. The EKD User shall keep secret any and all information the disclosure of which could cause the Bank - using EKDs to identify the EKD User or to verify their Instructions - to believe that a person who is not an EKD User is the EKD User, whereby such person has provided relevant information necessary for such identification or Payment Transaction authorization, or FX Transaction conclusion, in particular the password, PIN, SMS code or a private key. As such, the EKD User shall keep secret any and all information enabling access to any EKD, and submission - through the EKD - of Instructions or other requests. Such provision shall also include the EKD User's obligation, while they use an EKD, to make it impossible for any unauthorized persons to take cognizance of identification data transmitted by the EKD User, or data enabling Payment Transaction authorization.
  2. The Account Holder and EKD User shall comply with any and all security principles indicated by the Bank. They shall, in particular:
    - a) maintain an appropriate level of security of IT devices (e.g. computer, mobile phone, tablet) through which they use Electronic Access Channels, including by means of:
      - using only original software, and utilizing security measures recommended by the software manufacturer,
      - implementing current updates of the operational system and Internet browser, recommended by the Bank,
      - using valid anti-malware software (anti-virus, anti-malware) and network barriers (firewalls) to protect the computer from unauthorised network traffic,
      - restricting access to IT equipment exclusively to trusted persons, and to devices used for Instruction Authorisation - only to persons authorised to perform such activities,
      - exercise due diligence in performing any and all activities related to the use of Electronic Access Channels, in particular to logging in and logging out, and Payment Transaction authorization, with a view to ensuring safety of Instructions submitted through EKDs;
    - b) while using the BiznesPI@net system, verify each time, whether:
      - they are logged in the Website (by verifying the internet domain hosting the website to which the logging refers - i.e. bnpparibas.pl),
      - the connection with the Website is encrypted (in such a situation the website address starts from https://),
      - whether there is a connection to the Bank servers, by verifying the website certificate (detailed manner of this verification is specified in the security rules described on the Website),
      - the authentication code as an SMS message serves to authorise the activity that they intend to perform.
  3. Security rules shall be described in detail on the Bank's Website, made available in the Bank Units, and at the Telephone Centre. By entering into an appropriate Agreement providing for the possibility of using Electronic Access Channels - acknowledge the knowledge and acceptance of the security rules, undertaking to notify all the EKD Users of the same.
  4. Caring about the safety of Instructions submitted, the Bank hereby states and represents that it shall not initiate any contact with EKD Users to have them reveal passwords to EKDs, in particular via email, remote communication devices, or links to websites.
  5. Where the above information and in particular: password, PIN, SMS code or private key have been lost, stolen, misappropriated, copied, disclosed or used by an unauthorized person, or there is suspicion of such situation, the EKD User shall immediately change their password or PIN, or provide the Bank with a relevant instruction to have the Bank block any further use of the relevant Electronic Access Channel. The same notification shall be made in the event of loss, theft, misappropriation, unauthorised use, access to or copying of the content of a device held by the User related to their utilization of Electronic Access Channels, or where there is suspicion of such situation. The notification referred to in this provision shall be made through contact with the Telephone Centre.
  6. The Bank reserves the right to block any EKD:
    - a) if there is any justified reason related to safe access to the EKD in question,
    - b) in connection with suspicion of unauthorised use of said Electronic Access Channel, or where the EKD was intentionally used to make an unauthorized Payment Transaction.
  7. In order to ensure safety of services provided by the Bank through the Telephone Centre, all telephone calls conducted by EKD Users with the



Bank's employees may be recorded by the Bank on a selected information carrier.

8. As per Bank recommendations, before commencing utilization of Biznes Pl@net, the Account Holder should install and use, in their IT system, the Software called IBM® Security Trusteer Rapport, provided by the IBM group. To this end, the Account Holder should enter into a relevant agreement with a company of that group by accepting the End User Licence. Detailed information concerning the IBM Security Trusteer Rapport software, including a template of the agreement to be signed by the Account Holder, shall be available at the following websites: <http://www.trusteer.com/introduction-to-rapport>, [www.bnpparibas.pl](http://www.bnpparibas.pl), and provided by the Bank to the Account Holder in an individual electronic message to the address given to the Bank, or by way of a direct contact with the Account Holder. The Bank shall ensure that the Account Holder uses the Software without any additional charges as a result of a separate Agreement concluded by the Bank with the Software supplier. The Account Holder shall be responsible for failure to install such Software.
9. Any and all Instructions submitted via Electronic Access Channels of the Bank shall be duly preserved, secured and stored in a manner that the Account Holder chooses. In the case of the MultiCash system, copies of the Instructions submitted through the system shall automatically be created and recorded in dedicated catalogues. The Account Holder shall not remove any recorded copies of Instructions, and they shall make them available at any request of the Bank. The Protocols (logs) of transmission of Instructions submitted via the MultiCash system shall be stored by the MultiCash system for 21 days. The Account Holder shall not remove, on their own, any protocols, and they shall make them available at any request of the Bank.
10. Where the Account Holder has given their consent to a PIS Provider to provide services of initiating payments from Payment Accounts, or to an AIS Provider to provide services of access to information on Payment Accounts held and Payment Transactions made in connection with such Payment Accounts, it shall not be considered as a violation of aforementioned safety rules.
11. The Bank may refuse to give access to the PIS or AIS Providers to a given Payment Account for reasonably justified and duly documented reasons related to unauthorized or illegal access to the Payment Account by such Providers, including unauthorized initiation of a Payment Transaction.
12. In the case referred to in paragraph 14, the Bank shall, at its own discretion, in particular electronically, inform the Account Holder of its refusal to give access to the Payment Account and underlying reasons. Such information will be given, if possible, to the Account Holder prior to the refusal, however no later than on the Business Day following said refusal. The Bank may provide such information at a later date if it is justified by security reasons or separate regulations. The Bank shall make it possible for the PIS Provider or AIS Provider to access the Payment Account immediately following the cessation of the reasons justifying the refusal.

#### **§58. EKD User Identification**

1. The EKD User shall obtain access to the products via an Electronic Access Channel once they have been electronically identified by the Bank in a manner relevant for a given EKD.
2. The Bank shall identify the EKD User or verify their Instructions, in particular by means of an identification code, PIN, password, SMS code or other information held by the Bank, which should be known only to the EKD User. In order for the Bank to identify the EKD User, the latter should act in accordance with the rules
  - a) specified in the information materials provided by the Bank through the Electronic Access Channel the User intends to use. The information provided by the User, required by the Bank to identify the User, must be consistent with the information held by the Bank;
  - b) provided on a daily basis by the Bank through the EKD User intends to use at the moment; the information provided by the User, required by the Bank to identify the User, must be consistent with the information held by the Bank.
3. In order to allow the User to submit a Telephone Instruction or obtain - by calling the Private Banking Center - information pertaining to their Account, the Bank - upon receiving by phone from the User their intention of submitting a Telephone Instruction or obtaining information on their Account by calling the Private Banking Center - shall call the User back from a phone enabling recording of the contents of the User's Telephone Instructions or instructions related to obtaining information on the Account, it shall identify the Customer, and it shall confirm the Telephone Instruction or give any and all information so required.
4. In the event of non-successful identification of the EKD User, in order to ensure safety of funds kept in the Account, the Bank reserves the right to block the User's access to the products of the Account Holder via a given Electronic Access Channel and other related EKDs (if they are available under one login).

5. In order to unblock the Electronic Access Channel blocked by the Bank, the Account Holder or EKD User shall follow the instructions received from the Bank.
6. The Bank reserves the right to apply additional precautions not specified in the Regulations to prevent unauthorised use of the Electronic Access Channels.
7. Where required by law, the Bank shall make execution of a Payment Transaction or submission of an Instruction or Request via the Internet Banking System, Mobile Application, or Telephone Centre Card subject to the EKD User successful application of Strong Authentication. Any erroneous authentication of the EKD User during login, as a result of putting 5 times erroneous Individual Authentication Data, shall cause automatic blocking of access to the Internet Banking System.

#### **X. Table of Commissions and Fees, and Regulations**

##### **§59. Rules of Collecting Commissions and Fees**

1. The Bank shall charge fees and commissions specified in the Table of Commissions and Fees for operations carried out in connection with Account management, as relates to a specific offer.
2. Information on the current Bank commissions and fees shall be available in the Bank Units, on the Website, or in the Private Banking Centre;
3. Any and all commissions and fees shall be charged by the Bank into the Account to which they refer, or into another Account indicated by the Account Holder in a separate Request, or resulting from applicable laws, whereby the Bank shall have the right to limit the types of commissions and fees which can be collected from accounts other than the one they refer to.
4. Commissions and fees shall be charged by the Bank on the date of their execution or periodically, depending on their type. The dates on which periodic fees and commissions are collected have been specified in the Table of Commissions and Fees.
5. As regards atypical activities and services, not described in the Table of Commissions and Fees, the Bank may collect fees the amount of which will be determined on a case by case basis. Upon a separate Request, the Parties may also determine individual fee and commission rates for typical activities and services set forth in the Table of Commissions and Fees.
6. Commissions and fees denominated in a currency other than the currency in which the account being charged is maintained shall be converted at the average NBP exchange rate announced on the day preceding the charging of the Account with the amount of such fee or commission. In the case of commissions for transfers using exchange rates, the rates applicable at the time of execution of the order shall apply.
7. For activities or services carried out at the request of other banks, fees and commissions shall be charged at the amount agreed with such banks.
8. Notwithstanding the fees or commissions of the Bank, fees and commissions for costs charged by the intermediary banks in the execution of Foreign Payment may be charged. These receivables shall be collected by charging the account or a corresponding reduction in the amount of the order or check.
9. The amounts of commissions in PLN and Foreign Currencies shall to be charged upon rounding to the second decimal place.
10. Fees and commissions may be paid by the Holder in cash, or they shall be collected by the Bank by debiting the account.
11. In the event of payment of a commission or cash fee, the Account Holder shall pay the fee payable (commission) at the moment of the activity on which the fee is charged (commission).
12. The fee for the purchase and sale of Foreign Currencies for PLN refers only to cash operations understood as transactions in which at least one side of the operation is made using cash.
13. The Bank reserves the right, without a separate instruction from the Account Holder, to debit the Account with amounts related to the fees and commissions payable to the Bank.
14. Where, at the time of collection of the commission, the balance of a given account is insufficient to cover the commission, the Bank may debit another Account of the Holder in order to collect its due commission or fee, or where the Bank's receivables are related to unpaid interim commissions, and the Bank may not collect any fee from any Account of the Holder, then such commission may be booked in the Account the commission refers to, and subsequently rebooked into a separate analytical account assigned to the Account Holder, maintained in the domestic currency. Should that be case, the Bank shall call on the Account Holder to settle their payables within the time limit specified in the notification.

##### **§60. Terms and Conditions of Changing Commissions and Fees by the Bank**

1. The Bank reserves the right to unilaterally change the Table of Commissions and Fees for valid reasons, in the event of there occurring at least one of the following circumstances:



- a) changes in the index of prices of consumer goods and services;
  - b) changes in the amount of costs the Bank incurs for performance of activities covered by the Regulations, in particular prices of electricity, telecommunications, or ICT connections;
  - c) changes in the scope, manner or form of performance of activities to which the commission or fee refers;
  - d) the need to adjust the level of fees and commissions to competitive offers;
  - e) modification or introduction of new laws affecting the Bank's business or causing an increase in the costs incurred by the Bank, in relation to its activities covered by the Regulations;
  - f) in order to implement recommendations, advice or decisions issued by the banking supervisory organs with regards to the Bank's business;
  - g) changes of macroeconomic conditions affecting the Bank's business or causing an increase in the costs incurred by the Bank, in relation to its activities covered by the Regulations;
  - h) improvement of the quality of services offered or implementation of new services affecting the Bank's business, or causing an increase of the costs incurred by the Bank in relation to its activities covered by the Regulations, provided that they ensure the proper performance of the Agreement, or the Account Holder can use them at its own discretion;
  - i) changes in the manner or form of the provision of services, provided that they ensure the proper performance of the Agreement, including due to changes in technical or technological solutions in the IT system, including also in connection with another domestic bank entering into all the laws and obligations of the Bank;
2. Subject to par. 3, the Bank shall notify the Account Holder of any changes in the Table of Commissions and Fees within 14 days of entry into force of such Table, at its own discretion (in particular electronically), and - from time to time - putting the full amended version on the Website, making it available in the Bank Units.
  3. Any and all changes in the Table of Commissions and Fees resulting from the extension of the catalogue of products and services provided by the Bank, provided that the Account Holder may make use of them at its own discretion, shall not require sending additional information to the Account Holder, and only the full amended version of said Table shall be published by the Bank on the Website and made available in the Bank Units.
  4. The Account Holder, within 14 days of their receipt of information on changes in the Table of Commissions and Fees, may submit a written declaration on not accepting such changes, which will result in termination of the Agreement by the Account Holder against a monthly notice period. Otherwise, the amended Table shall be deemed accepted by the Account Holder and valid.

#### **§61. Terms and Conditions of Changing Regulations by the Bank**

1. The Bank reserves the right to unilaterally change the Regulations for valid reasons, in the event of there occurring at least one of the following circumstances:
  - a) implementation of new functional, organizational, or technical solutions;
  - b) implementation of new banking products or changes in the functioning of existing products;
  - c) change or modification of the Bank's IT system with which the Bank performs the activities covered by the Regulations;
  - d) changes in the scope, manner or form of the Bank's performance of activities covered by the Regulations;
  - e) modification or introduction of new laws or amended interpretation of the aforementioned provisions by competent authorities, as well as issuance,
  - f) as regards application of said provisions, by the competent authorities and the local bank organisations to which the Bank belongs, recommendations affecting the Bank's business or causing an increase of the costs incurred by the Bank in connection with the activities covered by the Regulations;
  - g) changes in the manner or form of the provision of services, provided that they ensure the proper performance of the Agreement, including due to changes in technical or technological solutions in the IT system, including also in connection with another domestic bank entering into all the laws and obligations of the Bank;
2. Subject to par. 3, the Bank shall notify the Account Holder of any changes in the Regulations within 14 days of entry into force of such Table, at its own discretion (in particular electronically), and - from time to time - putting the full amended version on the Website, making it available in the Bank Units.
3. Any and all changes in the Regulations resulting from the extension of the catalogue of products and services provided by the Bank, provided that the Account Holder may make use of them at its own discretion, shall not require sending additional information to the Account Holder, and only the

full amended version of said Table shall be published by the Bank on the Website and made available in the Bank Units.

4. The Account Holder, within 14 days of their receipt of information on changes in the Regulations, may submit a written declaration on not accepting such changes, which will result in termination of the Agreement by the Account Holder against a monthly notice period. Otherwise, the amended Table shall be deemed accepted by the Account Holder and valid.
5. Termination of the Agreement in the manner referred to in par. 4 shall not affect Payment Transactions concluded prior to such termination, and any and all provisions of the Agreement and hereof shall remain in force in respect of said Payment Transactions until they are met in full.

### **XI. Agreement Termination and Expiry**

#### **§62. Termination of Agreement by Account Holder**

1. The Account Holder may terminate the Agreement at any time with a 1 month notice, whereby:
  - a) where the Account Holder has any unsettled FX Transactions or Time Deposits, the Account Agreement shall expire on the day of settling the last transaction, or on the last day of the last Time Deposit validity, respectively. In the period of notice, a renewable Time Deposit shall not be renewed for subsequent periods;
  - b) in the event that the Account is used to settle other products, e.g. a loan, which require maintenance of such account, and the product agreement has not been terminated, the Agreement shall expire when the Agreement is amended in relation to said product within the scope of the Settlement Agreement, or when the Instruction related to its termination is submitted, respectively.
2. Termination of the Account Agreement shall be made in writing, otherwise being null and void.

#### **§63. Termination of Agreement by Bank**

1. The Bank may terminate the Account Agreement with a monthly notice for important reasons, in particular where:
  - a) The Account Holder has provided the Bank with false information or submitted falsified or untrue documents, or has otherwise misled the Bank when concluding the Account Agreement or in the course of its execution;
  - b) The Account Holder has failed to comply with the provisions of the Regulations or Account Agreement;
  - c) The Account Holder has not paid, within 14 days from the date of dispatch of the notification, the amount of commissions or fees charged by the Bank for activities related to managing the Account;
  - d) The Account Holder, User, Proxy or any person who is a member of the Account Holder's bodies, or their shareholder, has committed an offence specified in the provisions of Chapters XXXIII-XXXVII of the Penal Code, and articles 586-592 of the Commercial Companies Code, or uses the Account contrary to the law or for unlawful purposes;
  - e) The Account Holder has ceased to run a business in connection with which the Bank has opened the Account;
  - f) the Holder runs a business without a required permit;
  - g) The Account Holder, including their Proxy disturb - through their behavior - the Bank's servicing of other customers, or such behavior threatens or violates the interest of other customers or Bank employees;
  - h) The Account Holder has failed to remove the reasons for freezing their Account, which was carried out by the Bank pursuant to the Regulations, within the time limit set in a written notice sent by the Bank to the Account Holder;
  - i) The Account Holder has infringed the laws related to anti-money laundering, terrorist financing, compliance with Sanction Laws or sanctions which the Bank is required to observe as a member of the BNP Paribas capital group, or the Bank has been reasonably informed of the Account Holder utilizing the Bank's business to commit crimes or perform crime related activities;
  - j) failure to deliver information or documents demanded by the Bank within the framework of its financial security measures defined in art. 34 of the act of 1 March 2018 on counteracting money laundering and terrorism financing;
  - k) negative risk assessment within the meaning of art. 33 of the Act 1 March 2018 on counteracting money laundering and terrorist financing;
  - l) the product or service offered based on the Agreement has been withdrawn;
  - m) changes in applicable laws, making it difficult or impossible to provide services under the Account Agreement;



- n) The Bank became aware that the Account Holder was registered by another issuer of electronic payment instruments as a person unduly performing the agreement on electronic payment instruments.
  - o) The Account Holder, their statutory representative, Proxy, or any party to a Payment Transaction or another transaction executed through the Account, including the Escrow Account, is an entity subject to restrictions arising from Sanction Laws;
  - p) The Account Holder, its statutory representative, or Proxy, as well as parties to the Escrow Account, uses a given Account for the purpose of running a business which - in the reasonable opinion of the Bank based on the financial security measures applied, required by virtue of the act on counteracting money laundering and terrorism financing - may be used by an entity subject to restrictions arising from Sanction Laws.
  - q) in the last 6 months, there is no turnover in the Holder's Account, except for adding interest or fees;
  - r) seizure by an enforcement authority of receivables from the Account as part of enforcement or protective proceedings;
  - s) the Bank has changed its business strategy, or the Holder has exceeded, according to the Bank on the basis of operations executed in the Accounts, the turnover or assets eligible for the Private Banking segment, affecting performance of the Agreement executed.
2. Where the Account Holder has Time Deposits, the Account Agreement shall expire on the last day of the Time Deposit validity period (during the period of notice, a renewable Time Deposit shall not be renewed for subsequent periods).
  3. Where there has been no turnover in all the Accounts of the Holder for 12 months, except for adding interest, and the total cash in such Accounts is less than PLN 100, the Bank shall have the right to immediately terminate the Agreement with regards to all the Accounts, provided that said Accounts are not linked to other products which may be used by the Account Holder based on the Agreement or other agreements executed with the Bank, in pursuance of which holding said Accounts is necessary.

#### §64. Account Agreement Termination Dates

1. The Account Agreement shall be terminated:
  - a) following the expiry of the notice period;
  - b) following the expiry of the period referred to in § 63 (3), if the Bank has decided to terminate the Account Agreement,
  - c) upon the Bank receiving reliable information pertaining to death or termination of legal existence of the Account Holder, with the reservation that in the case of a natural person, the Account Agreement shall be terminated in the event of death of the Account Holder at the end of the day on which the successive management expired, or the right to appoint such management has expired.

#### §65. Effects of Terminating Account Agreement by Holder or Bank

1. Termination of the last Current Account Agreement shall result in the closure of all the other Accounts and shall also apply to the Card, Electronic Access Channels, and may refer to other products linked to the Account, in accordance with applicable regulations, unless otherwise agreed by the Parties.
2. In the event of closure of the other Accounts, where the Current Account remains, termination shall apply only to those Accounts and related VAT Accounts, unless the related VAT Account is linked to the Current Account.
3. Termination of the Account Agreement may also include termination of concluded Time Deposits, which shall mean termination - on the expiry date - of all Time Deposits concluded for a period longer than the date of termination of the Account Agreement. In such case, the provisions of the Regulations applying to termination of the Time Deposit shall apply.
4. Where on the last day of the notice period of the Agreement, covering all the Accounts, there are any funds in the linked VAT Account, the Bank shall maintain only one Account linked to the VAT Account, until it receives information of the refund of VAT to the Account, or until there occurs another event predicted in law, as a result of which the balance in the VAT Account is zero. During such period, the Bank shall not execute any Instructions of the Account Holder in respect of funds collected in the Account and VAT Account (it shall also not credit the Account with any cash payments and executed incoming transfers), except for the Instruction resulting from the receipt of VAT refund into the Account. In the event of termination of the Account Agreement by the Bank, the Bank shall indicate in the statement of termination an Account to be linked to the VAT Account.
5. In the event of termination of a single account Agreement in the part concerning the Account to which only one VAT Account is linked, the Account Holder shall submit an Instruction to transfer funds collected in the VAT Account to another VAT Account. If the Account Holder fails to submit

such Instruction during the period of notice, the Bank shall be entitled to transfer funds from said VAT Account to the VAT Account of its own choice.

6. Any and all funds in the Account shall be put by the Bank - following termination or expiration of the Account Agreement - at the disposal of the Account Holder. From then on the funds shall not bear any interest.
7. In the event of termination of the Account Agreement, the Account Holder shall:
  - a) repay their obligations to the Bank, including all the commissions and fees payable to the Bank until the day on which the Agreement expires, under pain of instituting enforcement proceedings;
  - b) if there is a positive balance in the last VAT Account and the Account for which the last VAT Account is maintained is closed - apply to the Director of the Tax Office for issuing information pertaining to the refund of VAT into the Account;
  - c) use up cash collected in the Account by no later than the day on which the agreement related to such Accounts expires.

#### §66. Regulations on Sanction Laws

1. The Account Holder states and represents to the Bank that at the date of conclusion of the Agreement, and at the date of submission of each Instruction:
  - a) the Account Holder, (persons establishing a security) and their subsidiaries or parent undertakings, their undertakings, members of their bodies, remain in compliance with the Sanction Laws,
  - b) none of the entities mentioned in item a) above:
    - (i) is not an entity subject to Sanction Laws, nor does it participate in any transaction in connection with which they would be likely to be considered an entity subject to such Laws; or
    - (ii) is not subject to nor does it participate in any proceedings or investigations against them in relation to Sanction Laws. Also, they have not been involved in any dealings consisting in going around or avoiding Sanction Laws,
    - (iii) has no registered office or branch in a country or in a territory which (or whose government) is covered by Sanction Laws making it unlawful to have relations with such governments, country or territory.
2. The Account Holder undertakes, in addition, that until all receivables of the Bank are fully repaid, the funds obtained from any risk product shall not be - directly or indirectly - available to the entity subject to Sanction Laws, nor shall they be used to achieve benefits by any such entity.
3. The Bank shall not be liable for any damages caused by reason of delay, refusal of execution, blocking or freezing of the Instruction or any payment, failure to return documents or other activities resulting from the application by the Bank of Sanction Laws.

## XII. Final Provisions

#### §67. Assignment and Pledge Execution

1. Any and all receivables under the Account Agreement may be transferred to a person or third entity or encumbered with a pledge only upon a written consent of the Bank.

#### §68. Jurisdictions

1. Any disputes which may arise from the agreements to which the provisions of the Regulations have been incorporated shall be heard by a court having jurisdiction over the registered office of the Bank.

#### §69. Bank Guarantee Fund

1. The Bank participates in the mandatory system of guaranteeing funds, based on rules set forth in the Bank Guarantee Fund Act of 10 June 2016, the system of guaranteeing deposits and compulsory restructuring, the provisions of which have been included in the Depositor's Information Sheet and shall be sent and issued to the Account Holder who is a depositor, pursuant to the provisions of said Act.

#### §70. Access to Personal Data

1. The Bank hereby reports that in connection with making international monetary transfers by the agency of the Society for Worldwide Interbank Financial Telecommunications (SWIFT), the government of the United States may have access to personal data.
2. The Bank hereby reports that in connection with the Account Holder's Instruction to make a SEPA Transfer, the Holder has consented to the processing of the transfer payer data by EBA Clearing (ABE Clearing S.A.S a capital variable) with a view to executing such Instruction, to the necessary extent.



**ACCOUNT AGREEMENT FOR PRIVATE BANKING CUSTOMERS  
WHO ARE NOT CONSUMERS**

On     -     -     r. in ..... by and between **BNP Paribas Bank Polska Spółka Akcyjna** with its registered office in Warsaw, 10/16 Kasprzaka street, 01-211 Warsaw, entered in the register of entrepreneurs of the National Court Register by the District Court for the Capital City of Warsaw in Warsaw, 12<sup>th</sup> Commercial Division of the National Court Register (KRS) under KRS No. 0000011571, Tax ID No. (NIP) 526-10-08-546, and share capital of PLN 147,418,918, paid up in full, represented by:

1. ....  
.....  
(full name - title)

2. ....  
.....  
(full name - title)

hereinafter referred to as **"the Bank"**, and

.....  
.....  
(Name and surname/ Company name/ Business Partner's name and surname - Business Partner 1)  
.....  
.....  
(Street, house/apartment number)  
.....  
.....  
(postal code - post, city, country)  
.....  
.....  
(Number in the Register or Record)  
.....  
.....  
REGON (statistical number)  
.....  
.....  
TAX ID NO. (NIP)

represented by:

1. ....  
.....  
(Full name - Representative 1)  
2. ....  
.....  
(Full name - Representative 2)



## § 2

1. Under the Agreement, the Bank undertakes to the Account Holder that it shall open and maintain - for the benefit of the Account Holder - the Account/Accounts and provide other services under the terms and conditions determined in the Agreement and in the Bank's Regulations the Agreement refers to.
2. Under the Agreement, the Bank may provide the Account Holder with subsequent Accounts and other products or services featured in the Bank's offering and covered by the Account Regulations or other Regulations referred to herein, on condition that the Account Holder submits a relevant application/confirmation/instruction (on the Bank's form), hereinafter referred to as the "Application" or "Request". The Request submitted by the Account Holder, from the moment of its acceptance by the Bank, shall constitute an integral part hereof.
3. The Bank shall charge fees and commissions for its services and banking activities connected with the performance of the Agreement, in accordance with the applicable Table of Commissions and Fees, and in connection with banking activities performed for non-consumers within the framework of private banking, or in accordance with other provisions of the Agreement/Requests. The Account Holder undertakes to pay such fees and commissions to the Bank.
4. Any and all funds in Accounts and Deposits shall bear interest at the fixed or variable interest rate, depending on the Bank's offering. Information about the currently applicable interest rates shall be available on the Bank's Website.
5. To the extent and under the rules stipulated in the Account Regulations, the Account Holder and the Bank may enter into Payment Transactions, FX Transactions, and Time Deposits. However, the Agreement conclusion shall constitute no obligation for either Party to enter into any Payment Transaction, FX Transaction or Time Deposit.
6. By the virtue hereof, the Bank shall make available Today Transactions to FX Transactions;
7. For the purpose of executing a transfer in a foreign currency, the payment should contain the account number in the IBAN format (PL before the NRB account number), and the Bank's BIC/SWIFT code.
8. The following regulations shall apply to the Agreement (jointly referred to as ""):
  - 1) Regulations regarding accounts and other services for Private Banking Customers who are not consumers ("")
  - 2) Regulations regarding the Electronic Currency Platform at BNP Paribas Bank Polska S.A.
  - 3) EKD Regulations for Micro Company Customers at BNP Paribas Bank Polska S. A.
9. The Account Holder states and represents that they have received, read and understood the Regulations specified in the Agreement, and the Table of Commissions and Fees. Any amendments to the Regulations and the Table of Commissions and Fees shall be made under the rules specified in the respective Regulations.
10. In the event of differences between the provisions of the Regulations or the Table of Commissions and Fees and this Agreement, the provisions of the latter shall apply.
11. Any and all terms and expressions written with capital letters which have not been otherwise defined in the Agreement shall have the meaning specified in the Regulations.
12. The Account Holder agrees for the Bank to use its Website to provide the Account Holder with information specified in the Regulations, in which said Regulations refer to the Website.
13. Authorizations for individual persons with regards to individual products have been defined in documents signed separately.
14. The Parties hereto have agreed that the provisions of Section II and III of the Payment Services Act dated 19 August 2011, except the provisions referred to in Article 16 and 33 of said Act, shall not apply to the services provided by the Bank under the Agreement and the Regulations.
15. Any declarations of intent or knowledge as regards performance of the Agreement may be made by the Parties in writing at the Private Banking Centre, or electronically via Electronic Access Channels (EKD), in accordance with their functionality. Any declarations of intent or knowledge made via EKDs shall have the same legal effects as written submissions. Submission of any and all declarations of intent via EKDs must be consistent with authorization rules defined in appropriate Regulations.
16. The Agreement shall be concluded for an unlimited period of time, with the reservation that the Agreement with respect to the Debit Cards shall be concluded for the Validity Period of such Cards and will be automatically prolonged for the Validity Periods of subsequent Cards, subject to the provisions of the Account Regulations.
17. Pursuant to the act on counteracting money laundering and terrorism financing of 1 March 2018 (the "Act"), the Bank is obligated towards each Customer to apply the financial security measures defined in the Act and to verify and assess each Customer. In connection with the fact that on the basis of information received as at the date of the Agreement conclusion, the Bank is not able to fully perform its obligation indicated in the Act, **the Agreement shall be executed under condition precedent until the Bank has positively verified the Account Holder.** Until that time, it shall not be possible to use the Accounts, and - during the verification - the Bank may contact the Account Holder in writing, by phone, or electronically, in order to receive additional information related to the assessment. The Bank shall inform the Account Holder of the negative result (if any) of verification. Where the Bank provides no information within 10 days of receiving any and all necessary documents and information, the Account Holder shall be deemed to have been positively verified.
18. Any and all amendments hereto shall be made in the form of an annex hereto, excluding:
  - 1) provisions to be amended by an Application,
  - 2) amendments regarding the interest rate,
  - 3) amendments to the Table of Commissions and Fees,
  - 4) amendments to Regulations.
19. The Account Holder authorises the Bank to debit his/her Bank Accounts, as selected by the Bank, with the amounts necessary to satisfy the Bank's receivables due from the Account Holder, without the Account Holder's additional Instructions and without submitting a



separate declaration of will by the Bank.

20. Pursuant to Article 105, para. 4d of the Banking Law dated 29 August 1997, the information on obligations arising under all agreements concluded with the Bank and related to the performance of bank transactions may be provided by the Bank to financial institutions which are bank subsidiaries through the Credit Information Bureau, based in Warsaw, or the Polish Bank Association.
21. The Bank hereby reports that in cases defined in the Banking Law and in the Law on Disclosure of Economic Information and Exchange of Economic Data, a bank may transfer data of the Account Holder, including their personal data, to economic information bureaux regarding obligations arising from agreements concluded with the Bank:
- if their total value exceeds PLN 500, they remain due for at least 30 days and at least one month has elapsed from sending a request for payment to the Holder. The request for payment may be sent in an electronic form to the electronic mail address indicated in the Agreement,
  - less than 6 years have elapsed from the date of identification of the obligation by a valid decision of the court or another body appointed to consider cases of the specific type or a decision of a court of arbitration or a settlement concluded before a mediator and validated by the court.
22. The reasons and procedure of the Agreement termination with respect to specific products, are determined in the relevant Regulations.
23. Prior to closing accounts, the Bank shall post the interest due to the Account Holder and charge any interest, commissions, fees and other receivables due to the Bank.
24. In the event that the agreement is concluded outside the Bank's registered office, upon execution of the Agreement, the Bank shall provide the Account Holder with a confirmation of the opening of accounts, in which Account numbers will be indicated, in one of the following forms:
- a) in writing – delivered by post or in the Bank Unit;
  - b) an SMS sent to the telephone number indicated in the Company Data Sheet,
  - c) in electronic form to the email address indicated in the Company Data Sheet,
  - d) via the Internet Banking System.
25. To any and all matters not regulated herein or in Regulations the generally applicable laws shall apply, including banking law, the Civil Code, and payment service laws. Any disputes arising from the Agreement shall be settled by a court having jurisdiction over the Bank's registered office.
26. The agreement has been made in two identical copies, one copy for each Party.

### § 3

The Parties hereto have additionally agreed that:

1. The Account Holder, prior to commencing use of any of the Electronic Access Channels, shall install Software (within the meaning of the provisions of the Regulations) in its IT system, called IBM® Security Trusteer Rapport delivered by the IBM group, and execute - to that purpose - an agreement with a company of said group, by accepting the End User License.
2. Detailed information concerning the IBM Security Trusteer Rapport software, including a template of the agreement to be signed by the Account Holder, shall be available at the following websites: <http://www.trusteer.com/introduction-to-rapport> and [www.bgzbnpparibas.pl](http://www.bgzbnpparibas.pl), and will be furnished to the Account Holder by way of:
  - a) an individual electronic message / individual electronic message to the email address indicated in the Bank, or
  - b) a direct contact with the Account Holder.

The Account Holder's failure to perform the above obligation shall constitute violation of the Agreement, and it shall authorize the Bank to terminate the Agreement pursuant to provisions of the Regulations.

Name stamps and signatures for the Bank

Signatures for the Account Holder

The signatures were made in my presence by persons whose identity and power to make Instructions for the Account Holder have been reviewed and confirmed by me.

Registered stamp and signature of the Bank's employee/representative

**Portfolio Account Agreement**  
**FOR PRIVATE BANKING CUSTOMERS WHO ARE NOT CONSUMERS**

On  -  -  in ..... by and between **BNP Paribas Bank Polska Spółka Akcyjna** with its registered office in Warsaw, 10/16 Kasprzaka street, 01-211 Warsaw, entered in the register of entrepreneurs of the National Court Register by the District Court for the Capital City of Warsaw in Warsaw, 12<sup>th</sup> Commercial Division of the National Court Register (KRS) under KRS No. 0000011571, with Tax ID No. (NIP) 526-10-08-546, and share capital of PLN 147,418,918, paid up in full (the "**Bank**"), represented by:

1. ....  
 (full name - title)

2. ....  
 (full name - title)

hereinafter referred to as "**the Bank**", and

.....  
 (Name and surname / Company name / Business Partner's name and surname - Business Partner 1)

.....  
 (Street, house/apartment number)

.....  
 (postal code - post, city, country)

.....  
 (number in the register or records and name of the accountancy authority)

.....  
 REGON (statistical number)

.....  
 TAX ID NO. (NIP)

represented by:

1. ....  
 (full name - Representative 1)

2. ....  
 (full name - Representative 2)

acting within the framework of a partnership under the name of ... ..

hereinafter referred to as "**the Account Holder**" – concluded the agreement (hereinafter referred to as "**the Agreement**") that reads as follows:

## I. Accounts and Time Deposits

### § 1

1. Under this Agreement, and **the Regulations** constituting an integral part hereof, the Bank undertakes to the Account Holder that it shall open and maintain - for the benefit of the Account Holder and under the terms and conditions determined in the Regulations - the following Accounts:

a) **Portfolio Account** with the following number

in **PLN**

(the PL marking before the account number is part of the IBAN number) for collecting funds in connection with the following investment strategy: \_\_\_\_\_

b) **Portfolio Account** with the following number

in **EUR**

(the PL marking before the account number is part of the IBAN number) for collecting funds in connection with the following investment strategy: \_\_\_\_\_

c) **Portfolio Account** with the following number

in **USD**

(the PL marking before the account number is part of the IBAN number) for collecting funds in connection with the following investment strategy: \_\_\_\_\_

2. The Account Holder shall not, without the written consent of the Brokerage House, carry out - neither on its own nor through third parties - any operations in Portfolio Accounts or grant powers to use any funds in such Accounts to any persons or entities other than the Brokerage House. Any submission of the Instruction of payout from the Portfolio Account, as a result of which the value of

assets remaining in the Customer's portfolio in connection with the Management Agreement is lower than the minimum initial value of the portfolio, duly indicated in the Table of Fees, may be deemed by the Brokerage House tantamount to termination of the Management Agreement.

3. The Account Holder hereby authorises the Bank to refuse to exercise Instructions of cash payout from the Portfolio Account where such Instruction raises any doubts. Should that be the case, the Bank, acting in the interest of the Customer, shall demand that a Customer's Bank Account to which the Customer's funds are to be transferred in order to execute the Instruction be indicated.

### § 2

1. The Bank shall execute any and all Instructions it receives, taking into account the manner and time of their submission, as well as the manner and time limits for settlement of such Instructions specified in the interbank settlement systems. The forms, scope and time limits of cash settlements carried out at the request of the Account Holder have been set forth in *the Regulations*.
2. The Bank shall be liable for timely and adequate execution of cash settlements hereunder.
3. The amount of compensation for each day of delay in the execution of a duly submitted Instruction related to an operation in the Account of the Account Holder shall be determined on a general basis.

## II. Final Provisions

### § 3

1. The Parties agree that the services provided by the Bank pursuant to the Agreement and Regulations shall not be subject to the Payment Services Act of 19 August 2011 (Journal of Laws, 2011, No. 199, item 1175) with regards to Section II, and within the scope indicated under art. 33 of said Act.
2. The Parties hereto have additionally agreed that:

### § 4

1. The parties shall include in the Agreement the provisions of **Regulations on bank accounts and other services for private banking clients who are not consumers** (referred to in the Agreement as "**Regulations**"), which shall constitute an integral part hereof.
2. The Parties have incorporated hereto the provision of **Table of Commissions and Fees for banking operations performed for non-consumers within private banking** (referred to in the Agreement as "Table of Commissions and Fees"), which shall constitute an integral part hereof.
3. The Account Holder hereby authorises the Brokerage House to debit the Portfolio Account maintained in connection with a given investment strategy with commissions and fees relating to Management within the framework of such investment strategy.
4. The Account Holder states and represents that prior to the conclusion of the Account Agreement, they received and took cognizance of the documents referred to above.

### § 5

1. Any and all terms and expressions written with capital letters which have not been otherwise defined in the Agreement shall have the meaning specified in the Regulations.
2. The Customer hereby agrees to be provided by the Bank with information specified in the Regulations via the website, whenever any reference to said website is made in the Regulations.
3. The Agreement shall be concluded for an unlimited period of time.
4. The reasons for and procedure of the Agreement termination have been determined in the Regulations.
5. Prior to closing the Account, the Bank shall book any and all interest due to the Account Holder and charge any interest, commissions, fees and other receivables due to the Bank.
6. Any amendments to the Agreement shall be made in writing, except for:
  - a. amendments regarding the interest rate,
  - b. the manner of calculating interest on the balance value indicated - excess or entire balance.
  - c. any changes in the Table of Commissions and Fees, and Regulations.
7. The reasons for and procedure of amending **the Regulations** and **the Table of Commissions and Fees** have been set forth in **the Regulations**.
8. Any and all disputes that may arise out of the Agreement shall be resolved by a court having jurisdiction over the venue of the Bank's registered office.
9. The Agreement has been concluded in \_\_\_\_\_ identical copies, one for each of the Parties hereto.
10. The Account Holder states and represents that they have been informed by the Bank and accept that the interest rate on free funds collected in the Portfolio Account shall be calculated until the end of the month in which the last fee from the Account Holder was collected for the benefit of the Brokerage House as remuneration for Management.

1. The Account Holder hereby authorizes BNP Paribas Bank Polska S.A. with its registered office in Warsaw - pursuant to art. 104 (3) of the Banking Act of 29 August 1997 (Journal of Laws 2012, item 1376, as amended) - to disclose information constituting bank secrecy (i.e. in connection with the agreements with the Bank), including personal data, to any entity belonging to the capital group of the Bank, in particular: BNP Paribas S.A. with its registered office in Paris, and to the following entities seated in Warsaw: BNP Paribas S.A. Branch in Poland, Towarzystwo Funduszy Inwestycyjnych BNP Paribas S.A., Towarzystwo Ubezpieczeń na Życie Cardif Polska S.A., Cardif Assurances Risques Divers SA Branch in Poland, Cardif Services Sp z o.o. Arval Service Lease Polska Sp. z o.o., BNP Paribas Group Service Center S.A.; BNP Paribas Leasing Services Sp. z o.o.; BNP Paribas Lease Group Sp. z o.o., BNP Paribas Securities Services S.K.A. Branch in Poland; BNP Paribas Real Estate Poland Sp. z o.o., BNP Paribas Faktoring Sp. z o.o..
2. Any data transferred to Biuro Informacji Kredytowej S.A. and to the Bank Register System may be disclosed to: banks and other institutions authorized by law to grant loans, and to financial institutions which are subsidiaries of the banks, within the scope and under the terms and conditions specified in the Banking Law Act of 29 August 1997 (Journal of Laws 2012, item 1376, as amended), and to economic information offices within the scope and under the terms and conditions set forth in the act of 9 April 2011 on disclosing economic information and exchanging economic data (Journal of Laws 2014, item 1015, as amended).
3. Pursuant to art. 105 (4b and 4c) of the Banking Law Act (Journal of Laws 2012, item 1376, as amended), and art. 15 (1) of the act of 9 April 2011 on disclosing economic information and exchanging economic data (Journal of Laws 2014, item 1015, as amended). The Bank may provide economic information offices with information pertaining to any obligation of the Account Holder, arising from the Agreement, provided that all of the following conditions have been met:
  - 1) the total amount of payable liabilities to the Bank is at least PLN 500,
  - 2) the liabilities have been due for at least 30 days,
  - 3) it has been at least a month since the Bank sent, by registered mail, or the Account Holder was served with, at the

- correspondence address indicated by the Account Holder in the Personal Data Sheet, or - where the Account Holder has not indicated such address - at the address of the registered office of the Account Holder or of the place of their business, a request for payment featuring a warning concerning sending their data (including the Account Holder's name and registered office) to the office,
- 4) less than 10 years have elapsed from the date of identification of the obligation by a valid decision of the court or another body appointed to consider cases of the specific type or a decision of a court of arbitration or a settlement concluded before a mediator and validated by the court.

I hereby confirm conclusion of the Agreement on Accounts.

Name stamps and signatures for the Bank

Stamp and signatures for the Account Holder

The signatures have been affixed in my presence:
Name stamp and signature of the Bank's employee/ representative

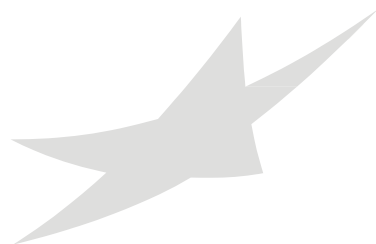
\*) delete as appropriate



**BNP PARIBAS**  
**WEALTH MANAGEMENT**

TABLE OF COMMISSIONS AND  
FEES FOR BANK SERVICES RENDERED  
TO NON-CONSUMERS WITHIN  
PRIVATE BANKING

Dated 9 November 2019



Branch No.



Customer No.

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Branch No.



Customer No.

**Preliminary Provisions**

This Table of Commissions and Fees shall be applied to Customers who are non-consumers who have signed a "Master Agreement on Providing Private Banking Services".

1. Fee for a package	Base rate (quarterly)
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The Private Banking Package for non-consumers	240,00 PLN*
---	-------------

(\* Private Banking Package fee will be waived, if the Customer uses investment advisory services with the Brokerage House of BNP Paribas Polska or management of financial instruments portfolios within the Brokerage House of BNP Paribas Polska or TFI BNP Paribas Polska S.A.

**Bank** – BNP Paribas Bank Polska S.A.

**Branch** – an organization unit which belongs to BNP Paribas Bank Polska S.A.

**CBP** – Private Banking Centre / Wealth Management Center

**Regulation** – Regulations regarding accounts and other services for private banking customers who are not consumers

2. Account opening and maintenance		Base rate
2.1.	Private Banking current account in PLN	0,00 PLN
2.2.	Accounts in foreign currencies	0,00 PLN
2.3.	Auxiliary account in PLN	0,00 PLN
2.4.	VAT Account	0,00 PLN
2.5.	Overnight Deposit Account	0,00 PLN
2.6.	Term Deposit Account	0,00 PLN
2.7.	Savings Account	0,00 PLN
2.8.	Portfolio Account	0,00 PLN
	Trust Account or Escrow Account	
2.9.	The commission depends on the contract value and is payable in advance for each commenced quarter of the Bank Account Agreement term:	
	a) When the contract value is lower than or equal to PLN 500.000 PLN	0,30% (min 200,00 PLN)
	b) When the contract value exceeds PLN 500.000	to be negotiated

3. Bank statements		Base rate
3.1.	Monthly collective statement (collected in the Bank Unit or via Internet Banking System or mailed)	0,00 PLN
3.2.	Weekly or daily collective statement (collected in the Bank Unit or mailed) – the fee charged monthly	0,00 PLN

4. Cash payments and withdrawals		Base rate
4.1	Payments into and withdrawals from PLN accounts and FC accounts	
4.1.1.	Cash withdrawals from accounts in PLN or in a foreign currency in Branches	0,00 PLN
4.1.2.	Own cash payments in an Branch, in an open form, in PLN or in a foreign currency	0,00 PLN
4.1.3.	Own cash payments, in a sealed bag, into a foreign currency account in the account currency in Branches	0,00 PLN
4.1.4.	Payments into accounts in other bank in PLN or in a foreign currency	0,50% (min. 5,00 PLN)
4.2	Foreign Exchange	
4.2.1.	Foreign currency purchase	0,00 PLN
4.2.2.	Foreign currency sale	0,00 PLN

5. Transfers		Branch/CBP	Internet Banking System	Multicash
5.1.	Domestic transfers in PLN			
5.1.1.	Transfer into an own account maintained in the Bank	0,00 PLN	0,00 PLN	0,00 PLN
5.1.2.	Internal transfer (into an account of another customer in the Bank)	0,00 PLN	0,00 PLN	3,00 PLN
5.1.3.	Domestic PLN transfer from a PLN account to an account maintained in another bank	10,00 PLN	0,00 PLN	3,00 PLN
5.1.4.	Transfers to ZUS (social security), Tax Office accounts from	10,00 PLN	0,00 PLN	0,00 PLN
5.1.5.	A PLN transfer from a foreign currency account into an account maintained in another bank and an internal PLN transfer from a foreign currency account to an account held	10,00 PLN	2,00 PLN	2,00 PLN <sup>1</sup>

5.1.6.	Return of a domestic transfer in PLN via ELIXIR, sent to the payee's bank, and return of an internal PLN transfer ordered to the account held in the Bank branches which before the demerger date were branches of T24 Bank, for reasons beyond the Bank's control (e.g. incorrect account number, transfer into a closed account and other reasons)	5,00 PLN	5,00 PLN	5,00 PLN
5.2.	<b>SORBNET Transfers</b>			
5.2.1.	Transfers via the SORBNET system: from an account maintained in any foreign currency into an account in another bank and an internal transfer from an account maintained in any foreign currency to the account maintained in the Bank's branches which before the demerger date were the Bank's branches, in the amount of:			
	a) Higher than or equal to PLN 1.000.000	12,00 PLN	8,00 PLN	8,00 PLN
	b) Lower than PLN 1.000.000	25,00 PLN	25,00 PLN	25,00 PLN
5.3.	<b>Transfers in foreign currencies and cross-border transfers in PLN</b>			
5.3.1.	Internal transfer in a foreign currency (applicable to transfers between accounts maintained in the Bank's branches)	0,00 PLN	0,00 PLN	0,00 PLN
5.3.2.	Cross-border transfer with a standard value date in PLN or a foreign currency, or a foreign currency transfer into an account in another Polish bank or in T24 (the fee charged if SHA or OUR Charging Option is applied)	0,35% of the order amount min. 60,00 PLN max. 200,00 PLN	0,20% of the order amount min. 30,00 PLN max. 200,00 PLN	0,20% of the order amount min. 30,00 PLN max. 200,00 PLN
5.3.3.	Additional fee for a transfer from bank accounts of any type if the costs of intermediary banks are covered by the payer – OUR Charging Option. The fee is charged to the payer	0,15 % of the order amount (min 125,00 max 400,00 PLN)		
5.3.4.	Cross-border transfer with a standard value date from bank accounts of any type if the costs of the Bank and intermediary banks are covered by the payee – BEN Charging Option (the fee decreases the amount of the transfer sent)	0,35% of the order amount min. 60,00 PLN max. 200,00 PLN	0,35% of the order amount min. 60,00 PLN max. 200,00 PLN	0,35% of the order amount min. 60,00 PLN max. 200,00 PLN
5.3.5.	Expedited transfer from bank accounts of any type in PLN or in a foreign currency into an account in another Polish bank (the fee is charged if the SHA or OUR Charging Option is applied)	0,65% of the order amount min. 100,00 PLN max 400,00 PLN	0,55% of the order amount min. 100,00 PLN max. 400,00 PLN	0,55% of the order amount min. 100,00 PLN max 400,00 PLN
5.3.6.	SEPA transfer (till 13.12.2019)	0,00 PLN	8,00 PLN	30,00 PLN
	SEPA transfer (from 14.12.2019)	10,00 PLN	8,00 PLN	30,00 PLN
5.3.7.	TARGET 2 Transfer or expedited transfer in EUR to EEA above 250 ths. EUR	10,00 PLN	8,00 PLN	30,00 PLN
5.3.8.	Service of outgoing NON-STP transfer orders		40,00 PLN	
	A NON-STP transfer is a transfer other than a domestic transfer in whose contents any of the following deficiencies or errors are identified: a. incorrect SWIFT code (BIC) of the payee's bank, b. the account number specified is not IBAN – for payments to countries where it is required, c. the order is improperly formatted (data in incorrect fields)			
5.3.9.	Execution of a transfer received from abroad, or in a foreign currency from a domestic bank, into the Customer's account maintained in the Bank – with the SHA, BEN Charging Option (the fee is charged to the Customer's account maintained by the Bank)		20,00 PLN	
5.3.10.	Execution of a transfer received from abroad, or in a foreign currency from a domestic bank, into the Customer's account maintained in the Bank – with the OUR Charging Option (the fee is paid by the ordering bank/payer) – the fee rate is calculated on the amount of the payment order from abroad		25,00 PLN	
	nolecenie wvnołatv z zagranicv			



5.4. Transfers - corrections		Branch/CBP	Internet Banking System	Multicash
5.4.1.	Data correction or cancellation of an outgoing transfer at the payer's request (if possible): - after the receipt of a tele-information order by the Bank, and prior to sending it to another bank, - upon the receipt of a transfer order to the beneficiary's account maintained in the Bank		PLN 10.00 – domestic transfers in PLN PLN 20.00 – transfers in foreign currencies and cross-border transfers in PLN	
5.4.2.	Data correction, cancellation or return of a transfer for reasons beyond the Bank's control, explanation of details of outgoing and received payments, confirmations of credits to the payee's account, explanation of costs calculated and providing other explanations regarding payments, at the Customer's request – upon sending a tele-information order by the Bank to another bank; – upon executing the order and posting funds to the beneficiary's account maintained in the Bank	PLN 50.00 – not more than 50% of the transfer amount – domestic transfers in PLN – subject to the return referred to in item 5.1.6.	PLN 100.00 – not more than 50% of the transfer amount + actual costs of the third bank, if any – transfers in foreign currencies and cross-border transfers in PLN	
6. Standing orders				Base rate
6.1.	Creation/ change/ cancellation			0,00 PLN
6.2.	Executing payments under a standing order into accounts held with another domestic bank, if it is made via the Branch or Internet Banking			0,00 PLN
6.3.	Executing payments under a standing order established between any accounts maintained by the Bank			0,00 PLN
7. Direct Debit				Base rate
7.1.	Accepting, changing and cancelling a consent for a direct debit			0,00 PLN
7.2.	Debiting the Account Holder's account with the direct debit amount			1,00 PLN
8. Confirmation of Instructions executed				Base rate
8.1.	Confirmation of executing a verbal Instruction, delivered in a paper form at the Bank Unit, immediately after the Instruction execution			0,00 PLN
8.2.	Confirmation of executing a Instruction, delivered in a paper form at the Bank Unit in other cases			0,00 PLN
8.3.	Confirmation of executing a transfer, delivered in an electronic form in the Internet Banking system			0,00 PLN
9. Notification about a justified refusal to execute an Instruction				Base rate
9.1.	Notification about a refusal to execute an Instruction, delivered in the Internet Banking system			0,00 PLN
9.2.	Notification about a refusal to execute an Instruction, sent to an email address if the Customer has not activated the Internet Banking system			0,00 PLN
9.3.	Notification about a refusal to execute an Instruction, sent via SMS to a mobile telephone number if the Customer has not activated the Internet Banking system			0,00 PLN
9.4.	Notification about a refusal to execute an Instruction, provided by phone			0,00 PLN
10. Debit Card Mastercard Business (PLN)				Base rate
10.1.	Fee for issuing cards			0,00 PLN
10.2.	Monthly fee for using cards			0,00 PLN
10.3.1.	Cash withdrawals from ATMs located in Branches of the Bank or of the BNP Paribas Group (abroad)			0,00 PLN
10.3.2.	Cash withdrawals from other ATMs in Poland and abroad			3% min. 7,00 PLN
10.4.2.	Checking balance in other ATMs in Poland			1,00 PLN
10.5.	Non-cash transactions			0,00 PLN
10.6.	Issuing a new card in place of a lost one			0,00 PLN
10.7.	Generating a new PIN			0,00 PLN
10.8.	Card issuance upon its cancellation			0,00 PLN
11. Operations on Cheques and Bills of exchange				Base rate

<b>11.1.</b>	<b>Cheque service</b>	
11.1.1.	Collection of a cheque in cross-border transactions (the fee is charged at accepting the cheque)	0.50% of the cheque amount (min. PLN 30.00, max. PLN 300.00)
11.1.2.	At collection of cheques in foreign currencies, fee on account of commissions and fees of foreign intermediary banks	up to the actual fee charged by foreign banks
11.1.3.	Collection of bank cheques issued by banks holding a LORO account with the Bank in favour of the Bank's Customers and drawn onto the Bank, likewise other cheques whose coverage has been paid in advance by the drawer's bank into an account held with the Bank:	
	a) Cheques in PLN,	20,00 PLN
	b) Cheques in foreign currencies.	0.50% of the cheque value (min. PLN 20.00; max. PLN 100.00)
11.1.4.	Refusal to cash a foreign currency cheque (e.g. an uncovered cheque)	according to the actual costs incurred (min. PLN 50.00)
<b>11.2.</b>	<b>Bills of Exchange service</b>	
11.2.1.	PLN bills of exchange (submitting the bills for payment, submitting for protest, collection of a bill of exchange, etc.)	50,00 PLN
11.2.2.	Submitting foreign currency bills of exchange for payment (the ordering bank is charged with the expenses)	0.10 % of the bill amount (min. PLN 50.00)
11.2.3.	Protest of foreign currency bills of exchange	at actual costs incurred + PLN 450.00
<b>12.</b>	<b>Electronic banking services</b>	<b>Base rate</b>
<b>12.1.</b>	<b>Internet Banking Systems</b>	
12.1.1.	Adding a new Internet Banking System user Note: the fee is not charged when the Internet Banking System users are added when applying by the Customer for the Internet Banking System, the fee is not charged if the Customer adds the user itself via the Internet Banking system	50 PLN
12.1.2.	Modification of the Internet Banking System users (change of the scope of user authorization rights, change of authorization rights to accounts, change of acceptance schemas made by the Bank on the basis of the Customer's application filed on paper Note: the fee is not charged if the authorization rights are modified by the Customer itself via the Internet Banking System	50 PLN
12.1.3.	For the use of the Internet Banking System	0,00 PLN
12.1.4.	Fee for SMS authorisation code charges	0,00 PLN
12.1.5.	Fee for an SMS notification	PLN 0.35 for each notification
12.1.6.	Fee for the issuance of a token/ USB cryptographic device/ smart card	30,00 PLN
12.1.7.	Issuance of a smart card reader	100,00 PLN
12.1.7.	Fee for sending a starting package, token, USB cryptographic device, smart card by a registered mail or courier service	0,00 PLN
<b>13.</b>	<b>Fees related to the Multicash system</b>	<b>Base rate</b>
13.1.	Multicash subscription fee (monthly)	300,00 PLN
13.2.	Fee for the Multicash system maintenance (monthly)	500,00 PLN
13.3.	Installation of new software versions, two training sessions for users at a Customer's office and a service of the system in the case of any problems being the Bank's fault or incorrect functioning of the Multicash system	0,00 PLN
13.4.	Additional service work	
13.4.1.	Visit of a service and maintenance specialist	PLN 250.00 per each commenced hour of work
13.4.2.	Additional training at a Customer's office	PLN 150.00 per hour
13.4.3.	Training course at a Customer's office (6 hours)	PLN 800.00

14. Non-standard services		Base rate
14.1.	Changing the specimen signatures card	0,00 PLN
14.2.	Granting a power of attorney/ Change of proxies in the course of the agreement/ Change in the scope of an existing power of attorney	0,00 PLN
14.3.	Issuing, at customer request, bank certificates related to maintaining accounts	0,00 PLN
	For issuing a certificate, at the Customer's request:	
14.4.	a) that entitles to transfer foreign currency abroad,	0,00 PLN
	b) other written certificates not mentioned in this Table	0,00 PLN
	Fee for enforcement of an execution title or another document which has the power of such a title	70,00 PLN
14.5.	Fee for an execution transfer on account of alimony	10,00 PLN
14.6.	Accepting and executing orders regarding placing a hold on funds deposited in bank accounts to secure agreements concluded by the Account Holder (excluding agreements to which the Bank is a party)	100,00 PLN
14.7.	Putting or cancelling a hold on account at the Customer's request in situations not related to securing the account against unauthorised transaction or access to it by unauthorised persons	0,00 PLN
14.8.	Accepting a power of attorney to administer a bank account for banks servicing the parties to loan agreements	0,00 PLN
14.9.	For providing information within the scope authorised by the Banking Law Act and other legal provisions: the Bank shall collect the fee from the payer for preparing, drawing up and passing on information covered by banking secrecy to duly authorised people, bodies and institutions, unless the entity is statutorily exempt from fees (under Article 110 of the Banking Law Act)	0,00 PLN
14.10.	Other commissions and fees for non-standard services not provided for in the Table of Commissions and	To be negotiated

15. Credit facilities		Base rate
All commissions and fees are determined individually		

## 16. Rules for charging commissions and fees

### Chapter 1. General Provisions

- In justified, non-standard cases not provided for in the Table of Commissions and Fees, the Private Banking Department Director or his/her Deputy may, in consultation with the Customer, set another way of charging fees, including also charging of fees for products and services not specified herein, with the Customer's consent.
- Commissions and fees for services executed upon orders of other banks are charged in a mutually agreed amount.
- Fees and commissions can be paid by the Bank's Customers in cash or charged by debiting the account of the Account Holder on the basis of an agreement concluded.
- In the case of commissions on bank transfers based on FX rates, the FX rates binding at the moment of effecting the transfer order shall be applied.
- In the case of operations or fees that refer to FX rates, FX sell rate binding at the Bank at the moment of effecting the operation or on the day of charging such a fee by the Bank is applicable.
- In the case of any VISA/MasterCard cards issued by BNP Paribas Bank Polska S.A., the settlement currency for a given payment card is specified in the binding regulations relevant for such a card. For VISA cards, a currency conversion commission of 3% of the transaction value is added to all non-cash transactions and cash withdrawals carried out abroad. The commission is included in the transaction amount in PLN, which is presented on the statement, instead of being recorded as a separate item. In the case of MasterCard cards a Currency Conversion commission is not charged.
- Bank statements:
  - the rates specified in the Table (Part 3, item 3.2) shall apply to preparing and sending consolidated statements that include all accounts held by one Account Holder in any Bank's Branches,
  - if a Customer chooses the option that statements are generated and delivered separately for every Branch of the Bank where the Customer holds accounts, or separately for each account held, a monthly fee shall constitute a multiple of the base rate, depending on the number of statements generated,
  - if a change or changes of the frequency occurred in the course of a month (or in the event an account is opened for a new customer in the course of a month), the fee is computed in proportion to the time specific frequencies were binding in the course of the whole month in question.
- Capitalised terms and expressions not otherwise defined in the Table of Commissions and Fees, shall have the meaning ascribed to them in the Regulations regarding accounts and other services for private banking customers who are not consumers.

### Chapter 2. Rules for charging commissions and fees regarding foreign currency operations

- Fees determined as fractions shall be charged in PLN for:
  - orders from PLN accounts, by debiting the payer's account with a percentage amount of the debit amount to the account resulting from the Currency Conversion of the order amount, at a current FX sell rate applicable at BNP Paribas Bank Polska S.A. with a

- reservation that for instructions placed via Internet Banking Systems, the ordered amount converted at the NBP mid-rate shall be the basis for calculating the commission amount.
- b. orders from FC accounts, by debiting the account of the payer with a percentage amount of the ordered amount after Currency Conversion at the NBP mid-rate,
  - c. FC cheques collection at accepting the cheque; the commission is a percentage of the cheque amount after Currency Conversion into PLN at the NBP mid-rate,
  - d. costs accrued by intermediary banks that participated in the order processing, if the said costs shall be covered by the payer. (NOTE: if the said costs are calculated in the currency other than the account currency, their actual amount shall be determined on the basis of the currently binding FX buy and sell rates of BNP Paribas Bank Polska S.A.; however, for orders placed via Internet Banking Systems, NBP mid rates are applicable).
2. In the case of operations on FC accounts effected in a currency other than the account's currency, the amount debited to the Customer's FC account is used as the basis for calculating the commission; however, for instructions placed via Internet Banking Systems - the NBP mid-rates are applicable to establish the order amount (and to calculate the commission).
  3. Regardless of commissions and fees of BNP Paribas Bank Polska S.A., commission and fees on account of costs calculated by intermediary banks participating in effecting the order which is not a PSD transaction under the Regulations regarding accounts and other services for private banking customers who are not consumers may be charged. Such receivables are charged either by debiting the Customer's account or by a respective decrease of the order or cheque amount.
  4. Amounts of PLN and foreign currency commissions charged shall be rounded off to the nearest hundredth
  5. No fee is being charged for foreign exchange transaction.

### Chapter 3. Specific rules for charging selected fees and commissions

No.	Title	Time frames (*)
1.	SMS (text message) notifications in Internet Banking 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*
2.	use and maintenance of the Multicash system	on the 23rd day of each month for the following month*
3.	the Private Banking Package	on 26th day of the following months: March, June, September and December*

(\*) If the day of commission charging determined in the above Table falls on Saturday or a statutory holiday (Sunday or a holiday), commissions and fees shall be charged on the next Business Day, however with the value date of the day determined in the Table as the appropriate date for fee or commission charging.