

## Regulations of FX Digital Access Channels

### § 1. Preliminary provisions

#### 1. Scope of the Regulations

These regulations (hereinafter referred to as: **Regulations**) contain the rules under which the Customer uses the FX Digital Access Channels at the Bank.

The name of an FXDAC and the names of other systems may change. Such changes do not constitute an amendment to the Regulations.

#### 2. Definitions

Terms and expressions used in these Regulations shall be construed as follows:

##### Mobile

**Application** a GOdealer application installed on an Android or iOS Mobile Device which allows Users to:

- conclude Transactions,
- receive information on the financial market, and
- use other services provided by the Bank.

The Bank may make the Mobile Application available in various versions

##### Bank

BNP Paribas Bank Polska Spółka Akcyjna

##### Biometric Data

a record of the User's individual characteristics which enable the recognition of the User's identity in the Mobile Application and are accepted by the Bank. Biometric Data include e.g. a fingerprint, facial image, iris image, voice timbre

##### Business Day

each day from Monday through Friday, except for public holidays or days when no institution or financial market required to settle Transactions or determine parameters indispensable to settle Transactions does not operate

##### Electronic FX Trading Platform

FX PI@net online transaction platform, on which the User is able to:

- conclude Transactions,
- receive information on the financial market, and
- use other services provided by the Bank

##### GOmobile Biznes/

**GOmobile** mobile banking applications offered by the Bank to its Customers

##### GOonline Biznes/

**GOonline** online banking systems offered by the Bank to its Customers

##### Personalised

**Credentials** individual features used for Authentication purposes, e.g. confidential personal data, codes, passwords, numbers – such as: SMS Code, PIN or Biometric Data

**Exchange Office** a specific type of Customer that is engaged in currency exchange office activity within the meaning of Article 2 section 1(19) of the Act of 27 July 2002 – Foreign Exchange Law

##### Customer

an entity for which the Bank maintains at least one Settlement Account and with whom the Bank has concluded:

- a Master Agreement, or
- an Account Agreement, or
- a Platform Agreement

##### SMS Code

an authorisation code (one-time numeric password) which:

- is received by the User via text message (SMS) sent to the number indicated by him/her, and
- is used for Authentication in the Mobile Application activation process

##### Offer

a manner of conclusion of:

- 1) Today Transactions, Tomorrow Transactions or Spot Transactions – in the case of a Customer who is not an Exchange Office – or
- 2) Spot Transactions – in the case of a Customer who is an Exchange Office, as a result of:

- the User's submission of a declaration of will to conclude a specific Transaction (containing its material provisions) in one of the FXDACs, and
- our acceptance of this offer within the Offer Validity Term

**PIN** a string of characters assigned by the User to carry out Authentication in the process of logging on to the Mobile Application

**Account Regulations** a document which pertains to an Account Agreement and describes the terms and conditions of:

- the keeping of the Customer's accounts (including the Customer Settlement Accounts),
- the provision of electronic banking services, and
- the conclusion and settlement of Today Transactions, Tomorrow Transactions and Spot Transactions

**Transaction Regulations** a document attached to the Master Agreement, which describes:

- general rules of cooperation between the Bank and the Customer within the scope of Transactions, and
- detailed rules for the conclusion and settlement of these Transactions

**Offer Validity Term** the day, hour and minute of the official time in Poland (in other words: Warsaw time) which are indicated by the User in the Offer and until which the Customer remains bound by the Offer

**Transaction** one of the following transactions concluded and executed in one of the FXDACs:

- Today Transaction,
- Tomorrow Transaction,
- Spot Transaction,
- Forward Transaction,
- NDF Transaction,
- FX Swap Transaction,
- Dual Currency Deposit Transaction

**Platform Agreement** an agreement – other than the Account Agreement – under which the Bank provides the Customer with an option to conclude Transactions in the FXDACs

**Account Agreement** a bank account agreement under which the Bank:

- keeps the Customer's accounts (including the Customer Settlement Accounts) and
- may make other products (e.g. Today Transactions, Tomorrow Transactions or Spot Transactions) or services (e.g. FXDAC) available to the Customer

**Master Agreement** an agreement – other than the Account Agreement – which describes the terms and conditions of conclusion and execution of Transactions

**Mobile Device** a multi-functional portable device with access to the Internet, which combines features of a computer or a mobile phone

**Biometric Identification Service** a Mobile Device functionality which is provided by the device manufacturer and which enables recognition of the User's identity on the basis of Biometric Data. The rules for enabling, operation and management of this functionality are defined by the manufacturer of the Mobile Device (or the developer of the operating system installed on that device)

**Authentication** a procedure that uses Personalised Credentials, thanks to which the Bank is able to verify the User's identity

**User** a person indicated by the Customer in the Bank's form, in GOonline Biznes or GOonline as a person authorised to represent the Customer when concluding Transactions in the FXDACs

**FXDAC (FX Digital Access Channels)** the IT solutions made available to the Customer by the Bank, as described in the Regulations, i.e. the Electronic FX Trading Platform and the Mobile Application

The capitalised terms used in the Regulations are defined herein. If a definition is not found in the Regulations, it is included in:

- the Account Agreement and the Account Regulations, or
- the Platform Agreement, or
- the Master Agreement or the Transaction Regulations.

The Regulations shall prevail as far as the use of the FXDACs is concerned.

Matters that are not described in the Regulations shall be governed by the provisions of, respectively:

- the Account Regulations, or
- the Transaction Regulations.

Whenever the Account Agreement or the Platform Agreement makes a reference to:

- 1) "Regulations for concluding foreign exchange transactions in the BiznesPI@net System", "Regulations for the use of the eBGŻ Treasury Internet platform by institutional Customers", "Regulations for the use of the Dealer Transaction Platform for corporate customers" or "Regulations for the use of the Dealer Internet Transaction Platform for small business customers" – it shall mean these Regulations,
- 2) Deal on PI@net or eBGŻ Treasury, the Treasury Platform, the R-Dealer Internet Transaction Platform or the Dealer Internet Transaction Platform – it shall mean the Electronic FX Trading Platform.

## § 2. FXDACs — general information

### 1. Access to the FXDACs

The FXDACs may only be accessed by Users:

- who have been granted permissions by the Customer (and had them activated by the Bank), and
- who have read the Regulations.

The Customer is obliged to make the User familiar with the Regulations and is responsible for the User's compliance with the content hereof.

### 2. Blocking of access to the FXDACs

The Bank may block access to a given type of FXDAC if:

- 1) the Bank becomes aware that the User has lost the right to act for and on behalf of the Customer, or
- 2) the Bank has reasonable doubts as to the identity of the person who uses the FXDAC, or
- 3) the User enters an incorrect PIN into the Mobile Application 5 times.

The Bank may also block access to the Mobile Application if the User uses an outdated version of the Application.

If the Bank blocks one of the FXDACs, this does not mean that it will also block the other one.

The Bank shall not provide information on the reasons for the blocking, if this is:

- not justified for security reasons, or
- unlawful.

### 3. Blocking access to the Mobile Application by the User

The User may block access to the Mobile Application:

- 1) at the Electronic FX Trading Platform, or
- 2) by submitting an instruction to block such access over the phone, to the number indicated by the Bank for the purposes of Transactions concluded with Customers of the Global Markets Line.

### 4. Obligations of the FXDAC User

The User is required:

- 1) to use the FXDACs in accordance with the provisions hereof, and
- 2) to comply with the security rules available at website: bnpparibas.pl and/or received from the Bank, and
- 3) to install and update anti-virus software (including an updated virus database) and a firewall on the computer used by the User to access the Electronic FX Trading Platform, and
- 4) to check if he/she is logging on to GOonline Biznes or GOonline via the Bank's website: bnpparibas.pl (and verify the internet domain on which this website is hosted), and
- 5) to check if the connection to the Bank's website is encrypted and if its address starts with https://, and
- 6) to prevent the registration of third-party Biometric Data in the Biometric Identification Service, and
- 7) to store Personalised Credentials and a Mobile Device with the Mobile Application installed with due care and in line with the provisions of the agreement and the Regulations, and
- 8) not to make Personalised Credentials or a Mobile Device with the Mobile Application installed available to third parties, and
- 9) to use the latest version of the Mobile Application – the Bank informs the User of whether he/she is using the latest version when logging in, and
- 10) to notify the Bank as soon as possible if any of the following situations occurs:
  - a) disclosure or suspected disclosure of Personalised Credentials or making them available to third parties,
  - b) loss, theft or misappropriation of Personalised Credentials,
  - c) loss of a Mobile Device with an active Mobile Application,

- d) unauthorised use of an FXDAC,
- e) unauthorised third-party access to an FXDAC.

If at least one of the above situations occurs, the User is also obliged to immediately block the FXDAC or change the Personalised Credentials.

The User shall notify the Bank using the contact details provided in the FXDAC or at website: bnpparibas.pl.

## **5. Making new functionalities available**

The Bank shall notify the Customer – in the FXDACs or in another manner agreed with the Customer – that the Bank has made new functionalities of these channels available.

## **§ 3. Users of the Electronic FX Trading Platform – grant of permissions and identification**

### **1. Use of the Electronic FX Trading Platform**

The User logs on to the Electronic FX Trading Platform via GOonline Biznes or GOonline.

Transactions may be concluded and/or Offers may be submitted on the Electronic FX Trading Platform by Users with permissions granted by the Customer – once they have been activated by the Bank.

All terms of use of GOonline Biznes or GOonline (or systems to replace them) and provisions concerning their security and liability of the Bank and the Customer shall also apply to the Electronic FX Trading Platform and can be found in:

- the Account Agreement, or
- the Platform Agreement, or
- the Master Agreement, or
- the regulations applicable in the event of using the Electronic FX Trading Platform.

### **2. User identity confirmation**

The Bank confirms the User's identity when the User is logging in:

- via GOonline Biznes or GOonline, and uses the authorisation method specific to the given system, or
- directly to the Electronic FX Trading Platform, and uses the authorisation method specific to the Dealer Internet Transaction Platform.

Such identification is sufficient for the User to conclude Transactions and submit Offers for and on behalf of the Customer.

## **§ 4. Mobile Application Users – grant of permissions and identification**

### **1. Terms of use of the Mobile Application**

The Mobile Application may be used by users who have:

- 1) access to the Electronic FX Trading Platform, and
- 2) permissions granted by the Customer to conclude Transactions in the Electronic FX Trading Platform or the FXDACs, and
- 3) a Mobile Device with Internet access, our software and data transfer software installed.

Information about the software can be found at website: bnpparibas.pl.

Access to the Mobile Application will be possible also via GOMobile Biznes and GOMobile – as soon as the Bank makes this functionality available.

### **2. Activation of the Mobile Application**

In order to activate the Mobile Application, the User must correctly enter:

- 1) his/her personal ID No (PESEL) and maiden name of his/her mother, or
- 2) the identity document number and maiden name of the User's mother.

Then, the User assigns a PIN and confirms it with an SMS Code.

### **3. Confirmation of the User's identity by the Bank**

The User logs on to the Mobile application by using:

- 1) a PIN, or
- 2) Biometric Data.

Such logon is sufficient for the User to conclude Transactions and submit Offers for and on behalf of the Customer.

### **4. Biometric Data Authentication**

The User will perform Biometric Data Authentication in the Mobile Application when the Mobile Device supports the Biometric Identification Service.

Biometric Data Authentication is equivalent to PIN Authentication – the User may use the methods interchangeably.

If the User fails to perform Biometric Data Authentication, the Mobile Device may require PIN Authentication.

The User will be able to perform Biometric Data Authentication in the Mobile Application if he/she has enabled:

- 1) the Biometric Identification Service on the Mobile Device and has registered at least one piece of Biometric Data in the service, and
- 2) Biometric Data Authentication in the Mobile Application.

Enabling Biometric Data Authentication means that the User consents to the Bank's use of the Biometric Identification Service for the purpose of the User's logon to the Mobile Application.

#### **5. Blocking Biometric Data Authentication in the Mobile Application**

The Bank may block or limit Biometric Data Authentication in the Mobile Application if:

- 1) the Bank finds that the Mobile Device or its operating system does not provide an adequate level of security, or
- 2) the manufacturer of the Mobile Device or the developer of the device's operating system introduces changes that significantly affect the operation of the Biometric Identification Service.

#### **6. Changes to the Biometric Identification Service**

The User shall make changes to the Biometric Identification Service in accordance with the rules specified by the manufacturer of the Mobile Device or the developer of the device's operating system. This includes, among others, changes to the Biometric Data that the Customer has registered in the Biometric Identification Service.

### **§ 5. Conclusion and settlement of Transactions, as well as submission and execution of Offers in the FXDACs**

#### **1. General Provisions**

The types of Transactions, the days and times of their conclusion and settlement in the FXDACs – including as a result of submission and execution of Offers – are available at website: [bnpparibas.pl](http://bnpparibas.pl).

#### **2. Conclusion of Transactions – general information**

The User may conclude Transactions in the currencies:

- 1) offered in the FXDACs, and
- 2) in which the Customer Settlement Accounts are held – provided that the User has been granted full permissions by the Customer.

The following shall be concluded by the User for and on behalf of the Customer:

- a) as an Exchange Office – Today Transactions within a Transaction Limit – provided that the Bank has granted the Customer such a limit and the Transaction does not exceed it,
- b) as a Customer who is not an Exchange Office:
  - Today Transactions – provided that at the time of agreeing the Transaction Terms, the Customer has in the Settlement Account the requisite amount in the relevant currency to execute that transaction,
  - Dual Currency Deposit Transactions – provided that at the time of agreeing the Transaction Terms, the Customer has in the Settlement Account the requisite amount in the relevant currency to execute that transaction,
  - Tomorrow Transactions, Spot Transactions, Forward Transactions, NDF Transactions or FX Swap Transactions within a Transaction Limit – provided that the Bank has granted the Customer such a limit and the Transaction does not exceed it,
  - Tomorrow Transactions or Spot Transactions without a Transaction Limit – provided that the Bank makes such an option available to the Customer.

If the User is unable to log on to the FXDACs but holds the right permissions, he/she can conclude Transactions by telephone.

The rules for concluding Transactions by telephone are described in:

- the Account Agreement and the Account Regulations, or
- the Master Agreement or the Transaction Regulations.

#### **3. Conclusion of Transactions – details**

In order to conclude Transactions, the User logs on to the selected FXDAC and then:

- 1) if he/she is concluding a Today Transaction, Tomorrow Transaction, Spot Transaction, Forward Transaction, NDF Transaction or FX Swap Transaction:
  - a) he/she enters the Transaction Amount, and
  - b) selects: a currency pair of the Transaction, the Transaction side, the Settlement Date and the Customer Settlement Accounts relevant to the currency pair of the Transaction. For Transactions concluded for the purpose of executing a Transfer Instruction, the User indicates the Customer Settlement Account in the Settlement Currency. For FX Swap Transactions, the User selects the above parameters for both FX Transactions that constitute the FX Swap, and
  - c) he/she becomes familiar with the Exchange Rate (or rates – for FX Swap) proposed by the Bank and, if he/she accepts it (them), the User approves the Transaction.

For a Today Transaction, Tomorrow Transaction or Spot Transaction concluded for the purpose of executing a Transfer Instruction, the User performs an additional activity: while executing a Transfer Instruction in GOonline Biznes he/she enters the transaction number generated in the FXDAC,

- 2) for a Dual Currency Deposit Transaction, he/she:

- a) enters the Deposit amount and
- b) selects: the Deposit Currency, Exchange Currency, Exchange Rate, Deposit Termination Date, Customer Settlement Accounts in the Deposit Currency and in the Exchange Currency, and
- c) familiarises himself/herself with the following, proposed by the Bank: Bonus Interest Rate, Term Deposit Interest Rate and Dual Currency Deposit Interest Rate proposed by the bank and, if he/she accepts them, the User approves the Transaction.

Once the User has concluded a Transaction, the Bank will provide the Customer with a Confirmation – in accordance with the provisions of:

- the Account Agreement and the Account Regulations, or
- the Master Agreement or the Regulations.

Confirmations for certain Transactions concluded in the FXDACs are made available by the Bank through these channels in PDF format. This applies to: Today Transactions, Tomorrow Transactions, Spot Transaction, Dual Currency Deposit Transactions.

#### **4. Withdrawal from a Transaction in specific circumstances**

The Bank concludes Transactions in good faith and settles them with due diligence.

However, if any of the following circumstances occurs:

- 1) failure or error in the functioning of our IT systems (including GOonline Biznes and GOonline),
- 2) connectivity disturbances or failures,
- 3) breaks in power supply,

a Transaction may be concluded in the FXDACs on terms and conditions that deviate from the market conditions prevailing at the time when the Transaction is being concluded.

In such a case, either party may submit a declaration of withdrawal from the Transaction – in the form prescribed for the agreement in question and stating the reasons for the withdrawal. A party may submit the declaration not later than by the end of the Business Day following the conclusion of the Transaction.

#### **5. Settlement of Transactions**

Transactions shall be settled in accordance with the provisions of:

- the Account Agreement and the Account Regulations, or
- the Master Agreement or the Regulations.

#### **6. Submission of Offers – general information**

The User may submit Offers in the currencies:

- 1) offered in the FXDACs, and
- 2) in which the Customer Settlement Accounts are held – provided that the User has been granted full permissions by the Customer.

If the User submits an Offer, no contract of mandate within the meaning of the Civil Code (Article 734 et seq.) is concluded by the Bank and the Customer.

#### **7. Submission of Offers – details**

In order to submit an Offer, the User:

- 1) logs on to the selected FXDAC, and
- 2) enters the Transaction Amount and the Exchange Rate, and
- 3) selects: a currency pair of the Transaction, the Transaction side, the Offer Validity Term and the Customer Settlement Accounts relevant to the currency pair of the Transaction, and
- 4) selects the type of Transaction: Today Transaction or Tomorrow Transaction or Spot Transaction, and
- 5) approves the Offer in the FXDAC – whereby he/she confirms that he/she wishes to conclude the respective Transaction.

A Today Transaction, Tomorrow Transaction or Spot Transaction is effectively concluded as soon as the Bank executes the Offer – within the Offer Validity Term. The Bank shall notify the Customer of the conclusion of the Transaction in the FXDAC or in another manner agreed with the Customer.

#### **8. Cancellation, modification of the terms and conditions, expiry and rejection of an Offer submitted in the FXDACs**

The User may cancel or modify an Offer if:

- the Offer Validity Term has not lapsed, or
- the Bank has not executed the Offer.

The User may modify the following terms and conditions of an Offer:

- Transaction Amount,
- Exchange Rate, or

- Offer Validity Term.

If the Offer Validity Term lapses and the Offer is not executed, it expires.

The Bank shall reject an Offer for a Today Transaction if, at the time when it could accept the Offer, there are insufficient funds in the Customer Settlement Account to conclude that Transaction.

## § 6. Amendment to the Regulations

### 1. Amendments to the Regulations

The Bank may amend the Regulations exclusively for the following significant reasons:

- 1) new legal provisions are introduced or existing legal provisions are amended, or competent authorities issue new or amend existing recommendations, interpretations or administrative decisions on the manner of applying such provisions – to the extent that the Bank is required to incorporate or apply them in order to be able to properly perform the Master Agreement or the Account Agreement,
- 2) the Bank changes products and services in connection with technical and IT progress in such a way as to improve security or make it easier for the Customer to use those services and products – provided that this ensures due performance of the Master Agreement or the Account Agreement and necessitates amendments to the Regulations,
- 3) the Bank's IT infrastructure is modified, which results in a change in the availability or functionalities of the Bank's services and products – in a manner that does not entail additional obligations on the part of the Customer and to the extent that necessitates an adjustment to the Regulations,
- 4) the Bank introduces new functional, organisational or technical solutions,
- 5) modification of the Bank's IT system with which the Bank performs the activities covered by the Regulations,
- 6) there is a change in the scope, manner and form in which the Bank performs activities covered by the Regulations,
- 7) the Bank withdraws from its range a product offered under the Master Agreement or the Account Agreement and covered by the Regulations,
- 8) in order to change the name of the document or product, make changes in order, writing or clarifying the existing provisions.

### 2. Notification of an amendment to the Regulations

The Bank shall notify the Customer of an amendment to the Regulations – including by publishing the new version in the FXDACs.

### 3. Termination of the Account Agreement or the Master Agreement after amending the Regulations – applies to the conclusion of Transactions in the FXDACs or to the Platform Agreement

If the Bank amends the Regulations and the Customer does not accept the amendment, the Customer may terminate the Account Agreement or the Master Agreement – in the part that relates to the conclusion of Transactions in the FXDACs or to the Platform Agreement. The notice period shall be one month. The Customer may give his/her notice of termination within 14 days from receipt of the notification of the amendment to the Regulations. If the Customer does not give a notice to this effect within this period, the Bank will consider that the Customer has accepted the amendment.

The User – with the Bank's consent – may conclude Transactions in the FXDACs until the end of the notice period. Until then, all other provisions of the Account Agreement, the Master Agreement or the Platform Agreement and the existing Regulations shall also remain in force – until all concluded Transactions have been executed.

## § 7. Final provisions

### 1. The Customer's responsibility

The Customer is responsible for his/ her decisions regarding the Offers submitted and the Transactions concluded.

### 2. No obligation to conclude Transactions

The Regulations do not impose any obligation to conclude Transactions on either the Bank or the Customer.

This means, among other things, that the Bank may refuse to conclude a Transaction on Saturdays or Sundays for a Transaction Amount requested by the Customer – due to reduced liquidity on the interbank foreign exchange market.

### 3. Modifications

If the Bank needs to update the FXDACs and, therefore, temporarily restricts access to some of their functionalities, it will communicate the fact to the Customer in advance:

- in the FXDACs, or
- on the website: [bnpparibas.pl](http://bnpparibas.pl).