

## Regulations regarding Accounts and Provision of other Services for Corporate Customers and Customers from the Small and Medium-sized Enterprises Segment

### I. General Provisions

#### \$1. Scope of the Regulations

- The Regulations establish the conditions on which the Bank maintains Accounts for Account Holders, provides electronic banking services and concludes FX risk Transactions. Appendices to these Regulations shall make an integral part hereof.
- The Bank maintains, after concluding the relevant agreements or on the basis of the law, the following Account types for Account Holders:
  - Current Accounts;
  - Auxiliary Accounts;
  - Special Funds Accounts;
  - Term Deposit Accounts;
  - Progressive/Placement Accounts;
  - Payroll Accounts;
  - Foreign Currency (FC) Accounts;
  - Subsidy Accounts;
  - Trust Accounts;
  - Escrow Accounts;
  - PSP Accounts;
  - VAT Accounts
- Subject to para. 5, having concluded an Account Agreement, the Bank provides the Account Holder with an option to conclude Transactions and Placement Transactions over the phone, once the terms and conditions stipulated in the Regulations have been fulfilled.
- Transactions can be concluded using the FX Trading Platform or the GODEALER application, under the rules determined in the separate regulations regarding these channels. If the Bank and the Account Holder have entered or will enter into a master agreement whose scope covers Transactions, as of the master agreement conclusion date the Parties will conclude Transactions solely under that master agreement.
- The Bank uses Electronic Access Channels to provide Account Holders with electronic banking services which specifically include Cards, GOnline Biznes System, GOMobile Biznes, FX Trading Platform, GODEALER, Connexis System, Connexis Cash Mobile or Customer Service.
- All provisions of the Regulations applicable to Payment Transactions shall be applied to PSD Payments, unless the Regulations provide otherwise.
- Provisions of the Payment Services Act of 19 August 2011 within the scope stipulated in Article 16 and 33 thereof, shall not apply to the services provided by the Bank under the Account Agreement and the Regulations.

#### \$2. Definitions

The terms used in the Regulations shall be construed as follows:

- Bank** - BNP Paribas Bank Polska SA with its registered office in Warsaw, at ul. Kasprzaka 2, 01-211 Warsaw, entered into the Register of Entrepreneurs of the National Court Register maintained by the District Court for the capital city of Warsaw in Warsaw, XIII Commercial Division of the National Court Register, under KRS number: 0000011571;
- Correspondent Bank** - a bank which maintains a bank account for the Bank (Nostro account) or a bank for which the Bank maintains a bank account (Loro account);
- Biometric authorisation data** - user key, created and digitally saved in a mobile device, generated for one, defined biometric feature of the User and corresponding to a unique code created by the Bank. Examples of biometric feature are a fingerprint or individual face characteristics. The unique code is permanently linked to the User login. The purpose of the code is for the User to use it to accept a logging method or authorise an Instruction using biometric features. The User can withdraw approval for logging in or Instruction authorisation using biometric features by disabling this method in GOMobile Biznes. The biometric feature and the above-mentioned User key are neither transferred to the Bank nor saved by the Bank.
- BMR** - Regulation (EU) 2016/1011 of the European Parliament and of the Council of 8 June 2016 on indices used as benchmarks in financial instruments and financial contracts, or to measure the performance of investment funds, and amending Directives 2008/48/EC and 2014/17/EU and Regulation (EU) No 596/2014, as amended.
- Call Centre** - a service that enables registered Users to obtain, over the phone, round-the-clock access to Accounts as regards selected activities;
- Connexis Cash Mobile** - a version of the Connexis System suitable for mobile devices (mobile phones, tablets with

Android/iOS) made available to the User using the Connexis System;

- Cheque** - a document drawn in the form provided for under the Cheque Law Act of 28 April 1936, including an unconditional order of the Cheque Drawer addressed to its bank to pay the cash amount specified on the cheque to the cheque bearer or a person mentioned using the funds which the Cheque Drawer has at its disposal in that bank;
- Biometric features reader** - mobile device function made available by the manufacturer of the using biometric features or of the software installed on it. It is used to read the biometric features and save it on the device in order to create a corresponding User key;
- Value Date** - moment of time from which or until which the Bank calculates interest on the funds that have credited or debited the Account;
- AIS Supplier** - an entity, other than the Bank, which provides the Account Holder with information about the Payment Account and the related Payment Transactions (Account Information Service, AIS);
- PIS Supplier** - an entity, other than the Bank, which initiates cashless Payment Transactions from the Payment Account, in favour of the Account Holder (Payment Initiation Service, PIS);
- CAF Supplier** - an entity, other than the Bank, which issues a payment card or another payment instrument based on the payment card, to the Account Holder; the instrument, upon consent of the Account Holder, will be linked to the Payment Account indicated by the Account Holder in such a way that, at the request of the CAF Supplier, the Bank will confirm that the amount required to execute the Payment Transaction made using the above payment instrument is available in the Payment Account (Confirmation of the Availability of Funds, CAF)
- Payment Services Supplier** - Account Holder operating in Poland as a payment service agency, a small payment institution, payment institution, electronic money institution or a branch of a foreign electronic money institution or a bank offering payment services only;
- Available Balance** - total funds deposited in the Account, increased by funds the Bank makes available under credit facilities attached to the Account, decreased by all holds put by the Bank on the Account, and if a split payment is made, increased by funds on the related VAT Account;
- Instruction** - an order given to the Bank by the Account Holder in the manner provided for in the Regulations or in the Account Agreement - to make settlements specified therein, in particular cash deposits or cash withdrawals, to make transfers of pecuniary funds via a transfer order, including a Standby Order and direct debit, to make a settlement using a Card, likewise open or break a Term Deposit or perform other Account maintenance operations;
- Business Day** - each day from Monday through Friday, when the Bank runs its regular business under the Regulations, except for public holidays or days when any institution or financial market, required to settle or determine parameters indispensable to settle Transactions or Payment Transactions, does not operate. In addition, with respect to Transactions concluded using the Electronic FX Trading Platform and GODEALER, the conclusion and settlement of Transactions shall take place on the days and hours indicated by the Bank on the Website, whereby on Saturdays and public holidays the Bank may introduce limits on the Notional Amounts for Transactions. Information on the hours of acceptance and execution of Payment Transactions by the Bank on Business Days is available at the Bank Units and on the Website. In addition, for individual Payment Transactions, other locations may be indicated as appropriate to determine whether a day is a Business Day; Working time of the Bank Units is available in the Bank Units and on the Website;
- Electronic Access Channels** - technical and functional solutions provided by the Bank, which enable the User to access his/her Account through hard-wired or wireless connection devices, to order transactions and other actions initiated by the User; detailed information regarding functionality and maintenance of Electronic Access Channels can be obtained in the Bank Units, on the Website;
- Electronic FX Trading Platform** - the Bank's online transaction platform that allows the Account Holder to conclude Transactions, receive financial market information and use other services that the Bank provides, regulated in separate regulations for the Electronic FX Trading Platform and GODEALER, made available by the Bank under different names/trademarks;
- EUR** - euro, a legal tender in the countries which are members of the Currency and Monetary Union;
- Cut-off Time** - 1) an hour on the Business Day determined for particular outgoing Payment

Transactions (i.e. transactions where the Bank sends the funds to the payee's bank) and incoming transactions (i.e. transactions where the Bank receives the funds from the payer's bank), after which any Instructions received to calculate the date of effecting a Transaction are deemed received on the next Business Day.

- 2) in relation to Transactions, the time on a Business Day by which the Transfer Instructions must be submitted in order to be executed;
- Cut-off Time specification for particular Transactions is available in the Bank Units or on the Website;
- 3) in reference to Customers for whom the Bank acts as depositary in the meaning of the Act on investment funds and management of alternative investment funds - the time by which the Customer should make the Transfer Instruction in order for it to be realised on the given Business Day (after fulfilling all other requirements); a List of Cut-off Times for particular Payment Transaction will be sent to Customers electronically.
- GOMobile Biznes** - a version of the GOnline Biznes System adapted for mobile devices, made available to the GOnline Biznes System User, pursuant to the Regulations;
- GODEALER** - a mobile application installed on Android or iOS mobile devices for concluding Transactions, making financial market information available to the User and using other services made available by the Bank. The Bank may make GODEALER available in various versions;
- IBAN/NRB** - international bank account number/ bank account number, a unique identifier for a bank account used to identify it in Payment Transactions;
- Endorsement** - transfer of rights under a Cheque by placing the "for collection" clause on the back of the Cheque and signing it by the Presenter pursuant to the Specimen Signature Card or the Account Administration Card;
- Individual Pricing Terms** - individual pricing terms agreed between the Bank and the Customer;
- Collection** - accepting the Cheque by the Bank from the Presenter and: sending it to the Cheque Drawer's bank for payment (external collection), or making payment for it, if the Bank maintains the Cheque Drawer's Account (own collection);
- Bank Unit** - the Bank's branch, sub-branch, the Bank's franchise branch or the Business Centre, in which the Bank's activity is conducted or a relevant, separated department that concludes Transactions. A list of all Bank Units is available on the Website and in each Bank Unit;
- Card** - a payment card issued by the Bank to the Account;
- Personal Data Form (PDF)** - a document that includes personal data of each person duly authorised to place Instructions in accordance with the authorisation held and a specimen signature of that person;
- Account Administration Card (AAC)** - a document listing all persons authorised to dispose of the Accounts in writing with their respective scopes of authorisation specified.
- Specimen Signature Card (SSC)** - a document which contains personal data and specimen signature of the Account Holder, its representatives or Proxies authorised to give written Instructions;
- Civil Code** - the act of 23 April 1964 on the Civil Code or any law act replacing this act;
- Transfer Message** - a transfer message used for making split payments defined in Article 108a para. 3 of the VAT Act, along with any modifications provided for in the provisions of law;
- Cross Rate** - an FX rate applied by the Bank to exchange one Currency for another; the exchange is made in such a way that one Currency is converted at a buy rate applied by the Bank, and then so calculated PLN amount is exchanged for a target Currency at a sell rate applied by the Bank;
- Term Deposit** - funds in PLN or in a Currency, deposited for a specified period on a Term Deposit Account appropriate for a given currency;
- Unauthorised Debit Balance** - the debt the Account Holder owes to the Bank which exceeds the Available Balance, arising in particular from the settlement of Instructions against the Account or debiting the Account with the amount of commissions or fees due to the Bank;
- Maximum Default Interest** - the maximum default interest determined on the basis of Article 481 of the Civil Code;
- Charging Option** - a division of costs of effecting a Payment Transaction between the transfer's payer and payee; The Charging Options include:
  - BEN Charging Option - commissions and fees of all banks that participate in effecting a transfer are paid by the payee;

- b) **OUR Charging Option** – the transfer payer pays all bank commissions and fees due on account of effecting a transfer, including costs of intermediary banks;
- c) **SHA Charging Option** – all commissions and fees due to the sending bank are paid by the payer, while all costs of the payee's bank and intermediary banks are paid by the payee;
39. **Software** – specialist software developed to reduce the risk of stealing funds from bank accounts and bank data sent electronically, in particular, which reduces the risk of self-installation of malware (i.e. an illegal, automatic and illicit download of data while browsing websites and making unauthorised transactions), as well as phishing. Such software is an additional element of protection and in no case replaces any anti-virus software or protection software, including firewalls used so far by the User;
40. **Member State** – a member state of the European Union or the European Free Trade Association (EFTA) – a party to the Agreement on the European Economic Area;
41. **Power of Attorney** – a document that specifies the scope of authorisation granted to a Proxy as regards the Accounts;
42. **Proxy** – any person authorised by the Account Holder to administer the Account within the scope stipulated in the Power of Attorney;
43. **Split payment – MPP** – payment made using the split payment mechanism, referred to in Article 108a of the VAT Act;
44. **PSD Payment** – a Payment Transaction in PLN, EUR or other currency of a Member State, effected on the territory of the Republic of Poland or in trading with Member States.
45. **International Payment** – a Payment Transaction in any currency with respect to which the payment services supplier acting in favour of the other party to the Payment Transaction is situated in a country other than a Member State;
46. **VAT** – goods and services tax within the meaning of the VAT Act;
47. **Presenter** – the Account Holder who presents a cheque for Collection in the Bank;
48. **Electronic Signature** – any qualified electronic signature, and an advanced electronic signature acceptable for the Bank, and an electronic signature within the meaning of Article 3 (10-12) of Regulation (EU) No 910/2014 of the European Parliament and of the Council of 23 July 2014 on electronic identification and trust services for electronic transactions in the internal market and repealing Directive 1999/93/EC of 23 July 2014, acceptable for the Bank. The list of advanced electronic signatures and electronic signatures acceptable for the Bank is available on the Website and in Bank Units;
49. **Account Holder or Customer** – an entity which is not a consumer, within the meaning of the provisions of the Civil Code or the Act of 26 April 2024 on Ensuring that Business Entities Meet Accessibility Requirements for Certain Products and Services, that entered into the Account Agreement with the Bank;
50. **The Banking Law** – the act of 29 August – the Banking Law or any law act superseding this act;
51. **NON-STP transfer** – a transfer that is not a domestic transfer in PLN, whose contents show any of the following deficiencies or errors:
- incorrect SWIFT code (BIC) of the payee's bank,
  - the payee's account number is not IBAN (if the payee's account is held in the country where IBAN use is required),
  - the instruction is improperly formatted (the data were entered in inadequate fields).
52. **SEPA Transfer** – a transfer order which meets all the following criteria jointly:
- it is denominated in EUR,
  - it is sent between accounts maintained by banks based in Member States, Great Britain and Switzerland,
  - it includes a correct number of the payee's account, consistent with the IBAN format,
  - it includes the SHA Charging Option,
  - it is free of any additional payment instructions;
53. **Currency Conversion** – currency exchange made by the Bank and upon its consent at the Bank's buy/sell rate applicable at the moment the Bank proceeds to carry out an instruction or post an incoming transfer, or, at the Cross Rate in the case one Currency is exchanged into another Currency. The exchange rates applied by the Bank are determined on the basis of current currency exchange rates on the interbank market adjusted by the Bank's fixed margin expressed in per cent. Information about exchange rates of currencies and margins for specific currencies (in the form of a difference between a sell rate and buy rate – the so-called spread) is available in the Bank Units and on the Bank's Website. The above definition is not applied to when concluding Transactions;
54. **Account** – a bank account opened by the Bank for the Account Holder under a relevant Account Agreement, excluding the VAT Account;
55. **Current Account** – a settlement account within the meaning of the Banking Law earmarked for all and any settlements related to the Account Holder's business activity;
56. **Subsidy Account** – an Auxiliary Account used by the Account Holder to receive and safekeep funds derived from the state budget subsidies for specific purposes as well as funds obtained under financed programmes providing access to the EU budget, and not repayable aid funds granted by member states of the European Free Trade Association and also not repayable funds derived from other foreign sources;
57. **Escrow Account** – a bank account with a hold put on it, maintained by the Bank under a multilateral agreement which regulates in details the terms and conditions of withdrawal of funds from this Account;
58. **Special Funds Account** – a Current Account earmarked for aggregating funds connected with the Account Holder's activity;
59. **Term Deposit Account** – a term deposit account within the meaning of the Banking Law,
60. **Payroll Account** – an Auxiliary Account earmarked for remuneration payments;
61. **Payment Account** – an Account serving to effect Payment Transactions that is not a Term Deposit Account, Progressive/Placement Account, Trust Account or Mass Payment Account, and the VAT Account;
62. **Auxiliary Account** – a Current Account earmarked for making settlements connected with the Account Holder's activity;
63. **Trust Account** – a trust account within the meaning of the Banking Law;
64. **Progressive/Placement Account** – an account maintained in PLN, designated only for accumulating funds of the Account Holder obtained in relation with the business activity conducted;
65. **PSP Account** – an Account maintained for a Payment Services Supplier intended for keeping funds accepted by the Payment Services Supplier from users in order to perform Payment Transaction or received by the Supplier in exchange for electronic money spent;
66. **Foreign Currency (FC) Account** – an Account designated to accumulate funds in Currencies, payable on demand, and to make cash settlements. The Bank maintains FC Accounts in Currencies determined in the Bank's offering;
67. **VAT Account** – VAT account within the meaning of Article 62a para. 1 of the Banking Law Act, maintained by the Bank for the Account Holder;
68. **Regulations** – these Regulations regarding accounts and provision of other services for Corporate Customers and Small and Medium-sized Enterprises Segment Customers;
69. **SEPA** – the Single Euro Payments Area, which enables making payments under uniform rules and standardised mechanisms in all Member States, Great Britain and Switzerland;
70. **Strong Authentication** – a User authentication procedure including the use of at least two elements classified as knowledge, possession or feature of a User, applied by the Bank in case when the User obtains online access to the Account, initiates an electronic Payment Transaction or performs, via remote channel, an activity which may be related to a risk of fraud associated with the payment services provided or other frauds;
71. **Party/Parties** – the Account Holder, the Bank or both the Bank and the Account Holder, as the case may be;
72. **Website** – the Bank's Internet site: [www.bnpparibas.pl](http://www.bnpparibas.pl)
73. **Connexis System** – an international Internet banking system of the BNP Paribas Group;
74. **GOonline Biznes System** – Internet banking system;
75. **SEPA Credit Transfer Settlement System** – is a set of rules, practices and standards agreed at interbank level, applicable to participants of the system, included in the "SEPA Credit Transfer Scheme Rulebook" issued and updated by the European Payment Council, intended to achieve interoperability for the provision and operation of SEPA payment products and services;
76. **Interest Rate Table** – the Bank's current list of interest rates on, among others, funds on Accounts;
77. **Table of Commissions and Fees** – a list of commissions and fees charged to the Account Holder currently applicable at the Bank;
78. **Placement Transaction** – a non-renewable Term Deposit, concluded over the phone, under terms and conditions negotiated individually;
79. **Payment Transaction** – depositing, transfer or withdrawal of funds;
80. **Account Agreement** – a bank account agreement, under which the Bank maintains a respective Account in favour of the Account Holder;
81. **Unique Identifier** – a combination of letters, digits or symbols determined for the payee by the bank of the Payment Transaction payee, which is delivered by the Payment Transaction payer in order to unequivocally identify the payee or its account maintained by the payee's bank;
82. **Customer Service** – a service provided by the Bank, allowing for the Account Holder's contact with the Bank by telephone or email on the principles defined in a separate document – "Principles of providing Customer Service";
83. **Complaint Act** – the Act of 5 August 2015 on complaint handling by the financial market entities, the Financial Ombudsman, and on the Financial Education Fund ;
84. **Act on Payment Services** – the Act of 19 August 2011 on payment services;
85. **VAT Act** – Act of 11 March 2004 on the goods and services tax;
86. **User** – the Account Holder provided with access to the Account by the Bank by means of the selected Electronic Access Channel, or the Proxy to whom, upon the Account Holder's consent, the Bank granted access to the Account via the selected Electronic Access Channel;
87. **Currency** – monetary values that are a legal tender outside the territory of the Republic of Poland and included in the list of convertible currencies published by the President of the National Bank of Poland ("NBP");
88. **External Payment** – any cash deposit other than an Own Payment;
89. **Own Payment** – cash payment into the Account, made on behalf and in favour of the Account Holder, if the Account Holder is indicated in the Instruction as the ordering party and payee, or the Payment Instruction has been signed by the Account Holder or persons authorised by the Account Holder to place Instructions on his/her behalf or if the payer declares to be a person employed by the Account Holder;
90. **Cheque Drawer** – a natural or legal person, holding an account in the Bank or another bank, who has drawn a Cheque presented for Collection;
91. **Standing Order** – a Payment Transaction in which the Bank receives and executes an instruction to settle regular payment obligations of the Account Holder on the territory of Poland in PLN. The Standing Order is characterised by an invariable amount of the payment obligation, fixed calendar date of its execution, invariable details of the payee and repeating title of the payment obligation, e.g. on account of rental of premises, subscription fee, repayment of fixed instalments, alimony payments, etc.;
92. **Polish zloty (PLN)** – the legal tender on the territory of the Republic of Poland.
- The terms and expressions concerning Transactions used in the Regulations shall have the following meaning:**
93. **Transfer Instruction** – a transfer order placed by the Account Holder at the Bank, denominated in the Currency, for the Notional Amount (or its part) which the Account Holder purchased from the Bank at the Exchange Rate applied;
94. **Settlement Date** – a Business Day, agreed in the Transaction Terms, when a Transaction is executed (settled);
95. **Valuation Date** – each Business Day in the course of the Account Agreement, during which the Bank calculates the Transaction Valuation;
96. **Transaction Conclusion Date** – a Business Day on which a Transaction was concluded by the Parties;
97. **Buyer/ Seller** – the Bank or the Account Holder, respectively;
98. **Exchange Rate** – a Settlement Currency exchange rate, as determined in the Transaction Terms, at which the Notional Amount is either sold or bought;
99. **Settlement Amount** – an amount denominated in the Settlement Currency, equivalent to the Notional Amount in the Settlement Currency, calculated as the product of the Notional Amount and the Exchange Rate;
100. **Notional Amount** – an amount denominated in the Transaction Currency, sold by the Seller to the Buyer;
101. **Transaction Limit** – an amount established by the Bank upon Account Holder's request, specifying an estimated maximum value of receivables due from the Account Holder to the Bank under Transaction(s). The Transaction Limit Amount sets the Bank's risk level arising from Transaction(s). The actual amount of receivables due from the Account Holder to the Bank under Transaction(s) may be different from the Transaction Limit amount;
102. **Business Day Locations** – locations appropriate to establish whether a given day is a Business Day. Business Day Locations may be established by the Parties for particular Transactions;
103. **Offer** – a manner of concluding a Transaction as a result of the Account Holder's submission (in a manner approved by the Bank) of a statement of will to conclude a Transaction, which contains its material provisions, and the Bank's acceptance of that Offer by the date agreed by the Parties. A Transaction is concluded when the Bank proceeds to execute the Offer;
104. **Confirmation** – a document prepared by the Bank in the form of a durable medium, containing information about: Transaction Terms and Conditions or amendments to Transaction Terms and Conditions;
105. **Customer Settlement Account** – a bank account, indicated in the Account Agreement, held by the Account Holder at the Bank in the Currency or in the Settlement Currency, through which the Transaction is executed;
106. **Offer Validity Date** – the day, hour and minute of the official time in Poland (otherwise known as Warsaw time) that indicates the date on which the Account Holder is bound by the Offer;
107. **Transaction (currency transaction)** – a currency transaction whereby the Seller shall sell the Notional Amount to the Buyer, while the Buyer shall buy it for the Settlement Amount on the Settlement Date. The Transaction is not an Instruction within the meaning of the Regulations;
108. **Today Transaction** – a Transaction whose Settlement Date is the Conclusion Date;
109. **Tomorrow Transaction** – a Transaction whose Settlement Date is the Business Day immediately following the Conclusion Date;
110. **Spot Transaction** – a Transaction whose Settlement Date is the second Business Day following the Conclusion Date;
111. **Settlement Currency** – a currency in which the Buyer pays for the Notional Amount;
112. **Currency** – a currency in which the Notional Amount is denominated;
113. **Transaction Terms** – the terms, agreed upon by the Parties, on which the Transaction was concluded;

114. **Valuation** - an amount denominated in PLN which is a difference between the current value, calculated by the Bank as at the Valuation Date, of not matured receivables due to the Account Holder from the Bank under a given Transaction and current value of not matured obligations due from the Account Holder to the Bank under this Transaction.

**Terms pertaining to the Standardised Account Opening Pattern, used herein, shall have the following meaning:**

115. **Account Confirmation** - confirmation by the Bank that a Current Account has been opened based on the Standardised Account Opening Pattern;
116. **Standardised Account Opening Pattern** - pattern that defines rules applied to opening a Current Account based on the standardised documentation used by BNP Paribas entities, including the Bank, based in the European Union, provided to customers by a relevant bank or credit institution included in the BNP Paribas Group;
117. **Bank Account Application** - an application for opening an account along with necessary documents determining the terms and conditions that govern opening and maintenance of a Current Account by the Bank in accordance with the Standardised Account Opening Pattern.
118. **Applicant** - an entrepreneur based in a Member State of the European Union that applies for opening and maintenance of a Current Account in accordance with the Standardised Account Opening Pattern;

### **\$3. Bank account opening in accordance with the Standardised Account Opening Pattern**

1. An applicant may file an application for opening a Current Account to be maintained by the Bank, in accordance with the Standardised Account Opening Pattern.
2. An applicant shall file a Bank Account Application with the EU-based bank or credit institution which are part of the BNP Paribas Group, which are an appropriate institution in terms of the Applicant's registered office location.
3. The Bank shall confirm opening of the Current Account by issuing an Account Confirmation.
4. A Current Account shall be opened in accordance with the Standardised Account Opening Pattern on the day the Account Confirmation is issued by the Bank. A condition for opening the Account is positive assessment in the risk area of money laundering and financing of terrorism.
5. On the day the Account Holder receives the Account Confirmation, he/she shall provide the Bank with the information confirming the receipt of this document, by forwarding it to the indicated e-mail address.
6. The Regulations shall apply directly to the Current Account opened in accordance with the Standardised Account Opening Pattern and to Accounts opened by the Customer in the course of the Account Agreement.

### **\$4. Power of attorney**

1. The Account Holder may appoint one or more Proxies.
2. The manner and scope of administering the Account and the related VAT Account by the Proxy is defined by the Power of Attorney, with a proviso that the Proxy may not:
  - a) terminate the Account Agreement,
  - b) give further powers of attorney,
  - c) assign receivables under the Account Agreement,
  - d) change mailing address and the way of delivering the Account correspondence and statements of account,
  - e) provide access to Electronic Access Channels; unless the Power of Attorney provides otherwise.
3. The Proxy may administer the funds on the Account and on the related VAT Account up to the available balance, unless the Power of Attorney provides otherwise.
4. A Power of Attorney to administer funds on a given Account is equivalent to authorisation of the Proxy to administer all the funds on the VAT Account related to this Account.
5. Within the scope of the Power of Attorney to the Payment Account granted to the Proxy, the Proxy may express consent to providing services by the AIS Supplier, PIS Supplier or CAF Supplier in favour of the Account Holder.
6. As regards execution by the Bank of Instructions submitted simultaneously by Proxies, or the Account Holder and a Proxy, when any of them hinders execution of other Instructions, the Bank shall process the Instructions following the order in which they have been placed, however, Instructions made via the Electronic Access Channels shall be executed in the first place, unless it is impossible or hindered due to technical reasons (especially a failure or system malfunction). The Bank may refuse to effect an Instruction whose execution is not possible due to a previous execution of another Instruction pursuant to the rules specified above.
7. The Power of Attorney shall be made in writing or with the Electronic Signature. If the Power of Attorney has not been signed in the presence of the Bank's employee or an employee of a bank based abroad which is part of the BNP Paribas Group, the Account Holder's signature affixed to the Power of Attorney must be notarised (this does not apply to powers of attorney signed with an Electronic Signature).
8. The Power of Attorney may be granted in the contents of the Account Administration Card or a separate document.

9. The specimen signature of the Proxy shall be affixed in the presence of the Bank's employee or employee of a bank based abroad which is part of the BNP Paribas Group, in the appropriate field on the Personal Data Form or Power of Attorney form received from the Bank.
10. In a situation when the data subject is an Attorney, it is permitted, for selected processes, that his/her signature is confirmed and data consistency is verified on the basis of the documents submitted that state and confirm the identity (while one of the documents submitted has to be a valid Polish identity card), with the concurrent confirmation of the established identification data on the basis of reliable and independent sources and by the Customer representatives (i.e. without the presence of the Bank's employee). The Bank reserves the right to verify the Customer's identity by a Bank employee on each occasion, otherwise it may refuse to grant or block access to accounts and any other products arising from the concluded agreements. The Bank may refuse to accept the Personal Data Form (PDF) submitted without the physical presence of the Proxy.
11. The Bank may refuse to carry out the Instruction received from a person posing as a Proxy to the Account, should the Bank be in doubt as to the correctness of the Power of Attorney and its scope, likewise identity of such a person.
12. Revocation of the Power of Attorney by the Account Holder becomes effective with respect to the Bank immediately after its delivery to the Bank.

### **\$5. Account Administration Card, Specimen Signature Card and Personal Data Form**

1. For each Account maintained by the Bank in favour of the Account Holder, the Bank may keep an Account Administration Card or Specimen Signature Card.
2. Any changes of persons in the AAC are made by signing a new AAC which effective its delivery to the Bank, replaces the previous AAC. The AAC shall be signed in the presence of an employee of the Bank, an employee of a bank from the BNP Paribas Group with its registered office abroad or a notary public (this requirement does not apply to signing the AAC when the change concerns only the Customer's representative and is disclosed in the register).
3. Each representative of the Account Holder and each Proxy, if they are to be authorised at the Bank to carry out transactions within the meaning of the Anti-Money Laundering and Counter-Terrorist Financing Act, shall submit to the Bank a Personal Data Form signed by them and duly completed.
4. In the presence of the Bank's employee or employee of a bank based abroad which is part of the BNP Paribas Group, each representative of the Account Holder shall put, in the Personal Data Form or Signature Specimen Card, his/her signature specimen to be appended when giving written Instructions.
5. Written Instructions relating to the Account and given by the Account Holder (or the Proxy) shall be carried out by the Bank only when the signature placed in the Instruction is consistent with the specimen signature in the Personal Data Form or Specimen Signature Card or in the Power of Attorney. The Bank may refuse to effect Instructions which contain a signature inconsistent with the specimen signature affixed in the Personal Data Form or Specimen Signature Card or in the Power of Attorney.
6. The Bank may also introduce other ways to verify the Account Holder's identity, in particular by using electronic devices or electronic information carriers that will be used in addition to the Personal Data Form and Signature Specimen Card or instead of it.

### **II. Account Interest Rate**

#### **\$6. Interest Rate**

1. Interest Rate for the funds deposited in the Account shall be calculated at a fixed or variable interest rate on an annual basis.
2. Interest Rate is calculated for an actual number of days the funds have been kept in the Account, starting from the day the Account was credited with those funds (this day inclusive) until the day the Account was debited with the funds amount (this day exclusive). In the case of a payment or transfer into the Account the beginning of the term of calculating interest rate on the Account is the Business Day during which the Bank received the funds for the Account Holder.
3. Calculation of interest on the funds deposited in the Account is based on a 365-day year.
4. Interest calculated on the funds accumulated on the Account, with the exception of a Term Deposit Account and Progressive/Placement Account is capitalised, i.e. added to the Account balance, on the last day of each calendar quarter, and if such a day is not a Business Day, then on the next Business Day following that day.
5. Interest accrued on the funds deposited on a Progressive/Placement Account is capitalised on a monthly basis, on the last day of each month, and if such a day is not a Business Day, then on the nearest Business Day following that day.
6. Subject to the provisions regarding Term Deposits, if the Bank Account Agreement is terminated or expires before the interest capitalisation date, interest shall be capitalised upon termination or expiry of the agreement,

respectively, and if such a date is not a Business Day, then on the nearest Business Day following that date.

7. If the funds gathered on the VAT Account are interest bearing, interest shall be capitalised without a separate Instruction on the Current Account related to the VAT Account, if the Account Holder does not indicate another Account related to the VAT Account.
8. The Bank may change the amount of variable interest rates in the event that at least one of the following indicators has changed:
  - 1) for PLN accounts:
    - a) any of the base interest rates set by the Monetary Policy Council (reference rate, lombard rate, deposit rate, bills of exchange rediscount rate, bills of exchange discount rate) by at least 0.01 percentage point (p.p.),
    - b) mandatory reserve rate set by the Monetary Policy Council by at least 0.01 p.p.,
    - c) WIBID or WIBOR benchmarks of any tenor (period), WIRON of any tenor (period), 1Y treasury bills market yield index, market yield of the State Treasury bonds index by at least 0.1 p.p.,
    - d) consumer price index - by at least 1 percent compared to the previously published the same index for monthly, quarterly, six-months or yearly period,
  - 2) for foreign currency Accounts:
    - a) level of base interest rates of the central bank of the country in the currency of which, the account is maintained, by at least 0.01 percentage point; information on the amount of these rates are published on the websites of the central banks of the aforementioned countries or institutions with corresponding functions, in the financial press and on the websites of financial services agencies,
    - b) reference benchmarks, EURIBOR, SONIA, SOFR, SARON, ESTR, of any tenor (period), by at least 0.001 p.p.
9. Changes in the amount of variable interest rates shall be applied by the Bank in accordance with the following principles:
  - a) direction of a respective index change is taken into account when changing a given interest rate, whereby depending on the index type, increase of an index may cause a decrease of the variable interest rates and a decrease of an index may cause an increase of the variable interest rates
  - b) interest rates may be changed by 0.01 p.p. to 5 p.p. not later than within 6 months from the change of the value of the index.
  - c) interest rates are changed under the rules, and under the Account Holder's authorisations, provided for amendments to the Regulations.
10. Application of variable interest rates may result in reduction or increase of the interest rate of the Account during the term of the Agreement.
11. In the event a variable interest rate, based on the published base rate (lombard credit interest rate, rediscount rate of promissory notes/bills of exchange, reference rate, mandatory reserve rate, deposit rate, market yield of 1Y treasury bills, market yield of the State Treasury bonds, inflation rate, WIBID, WIBOR, WIRON, EURIBID, EURIBOR) is applied, the value of interest rate shall decrease or increase automatically along with a decrease or increase of change of the base rate, by the value equal to the change of a given base rate, without a prior separate notification of the Account Holder on the interest rate change by the Bank.
12. If, during the term of the Account Agreement, costs borne by the Bank in connection with performance of banking activities and services by intermediary of third parties, or pursuant to any provision of generally applicable law, an obligation is imposed on the Bank to increase costs, including create, pay or maintain particular provisions, special funds or fees related to performance of banking activities by the Bank, the Bank has the right to change interest rates for funds on Accounts (including Progressive Accounts) or the interest calculation manner to the extent justified by the above changes, in the manner foreseen for the Regulations.
13. The interest rate change may be made within six months from the date of occurrence of the circumstance that constitutes the basis for the change by amending the Interest Rate Table.
14. The Account Holder may be notified about a change of the interest rate either in a paper or electronic form; additionally, the Bank publishes the information about the interest rate change at the Website.
15. Within 14 days of being notified of interest rate changes, the Account Holder may terminate the Account Agreement, otherwise the new interest rate shall be deemed approved by the Account Holder and shall become effective.
16. Information about interest rates currently applicable at the Bank is available in the Bank Units and at the Website.
17. The Bank may introduce promotional, higher interest rates for the Accounts for a limited time, without prior notice. The Bank announces the introduction of these interest rates by providing the Interest Rate Table in the Bank's branches and at its Website.
18. If a variable interest rate applies based on a published base rate which constitutes an index, in the event of permanent or temporary deletion or material change of the index, principles specified in Enclosure 1 to the Regulations shall apply.

### III. Term Deposits, Placement Transactions

#### \$7. Term Deposit Acceptance Conditions

1. The Account Holder may open Term Deposits in the Bank upon concluding an Account Agreement concerning a Term Deposit Account.
2. Term Deposits can be opened:
  - a) by an Instruction in writing or with an Electronic Signature submitted to the Bank (under the terms and conditions indicated by the Bank in the information available in the Bank Units or on the Website);
  - b) via the GOnline Biznes System (under the terms and conditions indicated by the Bank in the information published in this System), upon specifying authorised Users;
  - c) over the phone, under the terms and conditions agreed individually (Placement Transaction);
3. The Bank opens specific Term Deposits on the Term Deposit Account upon the relevant Instruction submitted by the Account Holder.
4. In order to conclude a Placement Transaction, one Party shall contact the other Party in the following manner:
  - a) a person authorised to act on behalf of the Account Holder when entering into Placement Transactions, shall contact, at the specified telephone number, the Bank's employee authorised to negotiate terms and conditions of and conclude Placement Transactions on behalf of the Bank; or
  - b) The Bank contacts the person indicated by the Account Holder as authorised to act on behalf of the Account Holder when concluding Placement Transactions, using telephone number of such person, indicated by the Account Holder /Proxy.

The Bank identifies the person acting on behalf of the Account Holder in a manner and according to the rules applied when concluding a Transaction. Concluding a Placement Transaction in the above manner is confirmed in the statement.

5. A written Instruction shall be replaced by unanimous declarations of will made by the Account Holder and the Bank during the recorded phone conversation that include significant elements indicated in the Instruction for concluding a Placement Transaction. The Bank and the Account Holder agree to this manner of Instruction recording by the Bank on electronic data carriers selected by the Bank. Such a recording could constitute evidence in proceedings before common courts, held to resolve potential disputes in connection with the Instructions made over the phone.
6. Instruction to open the Term Deposit should, in particular, specify the following:
  - a) Term Deposit type selected from the types of deposits currently available at the Bank;
  - b) Term Deposit maturity period selected from periods currently offered by the Bank;
  - c) Term Deposit amount and currency, while as regards Placement Transactions, the minimum Term Deposit amount is indicated on the Website unless the Bank, at its discretion, agrees to open the Term Deposit in a lower amount;
  - d) the way the Term Deposit amount and interest accrued on the Term Deposit amount is to be administered upon its maturity, however, in the case of Placement Transactions, their amount and accrued interest will be transferred to the Account from which the funds to conclude a given Placement Transaction originated;
  - e) interest rate (only for Placement Transactions).
7. The Account Holder may decide how to administer the Term Deposit principal and interest accrued, choosing one of the following ways:
  - a) transfer the Term Deposit principal and interest accrued to the Account indicated in the Instruction to open a Term Deposit;
  - b) roll over the Term Deposit for the Term Deposit amount and transfer interest accrued to the Account indicated in the Instruction to open Term Deposit;
  - c) roll over the Term Deposit for the Term Deposit amount increased by interest accrued until the recent maturity date.
8. The Bank shall open a Term Deposit provided that the Account Holder supplies an appropriate amount of funds for the Term Deposit to the Bank branch or that there is a sufficient amount of funds on the Account Holder's Current or FC Account to cover the Term Deposit amount.
9. In the event the last day of the Term Deposit maturity is not a Business Day, the Term Deposit shall mature on the next Business Day following that day.
10. The Bank shall each time confirm to the Account Holder that a Term Deposit has been opened and specify the terms and conditions under which it was opened. The terms and conditions under which a Term Deposit has been opened can be confirmed in particular by a printout, unsigned by the Bank, from the Bank's computer system, sent by the Bank to the email address indicated in the Account Agreement.
11. The information on the terms and conditions applicable to the opening of Term Deposits in the Bank can be obtained in the Bank Units, on the Bank's Website, in the GOnline Biznes System and through the Call Centre.

#### \$8. Types of Term Deposits

1. A Term Deposit may be either non-revolving or revolving.
2. For Placement Transactions, upon the date of declared maturity, the amount of the Term Deposit, together with interest accrued, shall be returned by the Bank to the account from which it originated.
3. For revolving Term Deposits, upon the date of declared maturity, the Term Deposit shall be rolled over automatically for a subsequent period of the same duration under the terms and conditions currently applicable in the Bank upon the rollover date, however, if upon the rollover date the Bank no longer offers Term Deposits of the same type, the Term Deposit principal together with interest accrued shall be returned by the Bank to the Current Account.
4. Upon the revolving Term Deposit rollover date, the interest accrued on the Term Deposit amount for the previous period, as specified in the Account Holder's Instruction, shall be:
  - a) reimbursed by the Bank to the Current Account, or
  - b) added to the rolled over Term Deposit amount.

#### \$9. Breaking Term Deposits

1. The Account Holder may place an Instruction to withdraw the Term Deposit amount before the declared deposit maturity (breaking a Term Deposit). The Placement Transaction may be broken over the phone.
2. As a result of breaking of the Term Deposit:
  - a) the Account Holder is not entitled to any interest on the broken Term Deposit;
  - b) the amount of the Term Deposit is returned by the Bank to the Current Account.

#### \$10. Automatic Overnight Deposit

1. The Bank can offer the Account Holder a possibility of making an Instruction to open automatic overnight deposits under which as of the end of each Business Day, the Bank shall open a Term Deposit that matures on the next Business Day using funds accumulated on the Current Account or FC Account as at the end of each Business Day. In the beginning of the next Business Day, the amount of the Term Deposit thus opened is transferred back to the Current Account or FC Account, respectively (Automatic Overnight Deposit). Interest accrued on the Automatic Overnight Deposit is credited by the Bank to the Current Account or FC Account, respectively, at the end of the day when the Deposit matures.
2. On the same Business Day, the Bank shall open one Automatic Overnight Deposit using funds accumulated on one Account.
3. Upon making an Automatic Overnight Deposit Instruction by the Account Holder, the Bank may automatically, with no additional Instructions of the Account Holder, open a Term Deposit Account dedicated to Automatic Overnight Deposits.
4. The Bank may open the Automatic Overnight Deposit under the condition that the credit balance in the Account indicated in the Automatic Overnight Deposit Instruction is not lower than the threshold agreed upon by the Parties.
5. In the Automatic Overnight Deposit Instruction, the Account Holder may determine the following:
  - a) the amount of money, which shall remain on the Account after opening the Automatic Overnight Deposit; or
  - b) the minimum amount of money, which shall be used to open the Automatic Overnight Deposit; or
  - c) the amount of money, which should be used to open the Automatic Overnight Deposit.

The above-mentioned amount of funds cannot be lower than the threshold or minimum amount specified by the Bank, respectively.

6. If this product is available in the Bank's current offer, information on the standard Automatic Overnight Deposit interest rate, currencies and the threshold amount is available in the Bank Units or on the Website.

#### IV. Provisions pertaining to specific Accounts

##### \$11. VAT Account

1. To each Account, excluding the Escrow Account, Term Deposit Account, Placement Account/Progressive Account, FC Account, the Bank shall open, by virtue of law, a VAT Account, subject to para. 3.
2. The Bank shall notify the Account Holder of the number of such VAT Account, in an electronic or paper form.
3. At the request of the Account Holder the Bank shall open another VAT Account related to the Account indicated by the Account Holder, subject to para. 4.
4. One Account may not be related to more than one VAT Account. One VAT Account may be linked to more than one Account.
5. If the Bank maintains more than one VAT Account and the Account Holder requests for another Account to be opened, without indicating which of the VAT Accounts should be the related account, the new Account shall be related to the VAT Account linked to the Current Account.
6. Information on the balance standing to the VAT Account is available in the Connexis System, Connexis Cash Mobile, GOnline Biznes System, GOMobile Biznes and is

provided to the Account Holder in a manner determined for providing Account statements.

##### \$12. Progressive/Placement Account

1. The Bank may maintain a Progressive/Placement Account for the Account Holder, for whom it maintains a Current Account, upon conclusion and under the Account Agreement on Progressive/Placement Account.
2. Standby orders and direct debits may not be submitted for a Placement/Progressive Account. The Progressive/Placement Account may be supplied with the funds from the Current Account only. The Progressive/Placement Account may be debited only under Instructions crediting the Current Account.
3. The Bank may stipulate a minimum amount whose payment is a condition for opening a Progressive/Placement Account. In such a case, the Progressive/Placement Account shall be opened provided that within 30 days of concluding the Account Agreement on the Progressive/Placement Account, the Account Holder pays at least the minimum amount into a relevant account in the Bank indicated in this agreement, or submits an Instruction of debiting the Current Account and crediting the Progressive/Placement Account with this amount.
4. The funds accumulated in the Progressive/Placement Account shall bear interest which depends on the amount of funds deposited in this Progressive/Placement Account. The amount of interest on the funds accumulated on the Progressive/Placement Account is specified in, the Interest Rate Table for Corporate Banking Customers and the Interest Rate Table for Small and Medium-sized Enterprises available on the Website and at the Bank Units. A change in the interest rate may be effected under the conditions specified in \$6.
5. Information about the currently applicable conditions of opening Progressive/Placement Accounts, including the minimum amount and interest rate level, is available on the Website and in the Bank Units. At each demand of the Account Holder, the Bank will send the current Interest Rate Table to the Account Holder in an electronic form.

##### \$13. Payroll Account

1. The Account Holder, for whom the Bank maintains a Current Account, may open a Payroll Account at the Bank upon conclusion and under the Account Agreement on Payroll Account.
2. Instructions regarding any transfers from the Payroll Account, placed via the GOnline Biznes System or through the MT101 message, shall be executed by the Bank provided that funds available in the Account specified by the Account Holder in writing or with an Electronic Signature, are sufficient to cover the Instruction execution and commissions and fees payable to the Bank for this operation.
3. In order to execute the aforementioned Instructions to debit the Payroll Account, the Bank shall first charge relevant funds to the Account referred to in para. 3, then credit the Payroll Account with the funds, and finally execute the Instruction by debiting the Payroll Account.
4. The Bank allows for the possibility of executing open cash payments/withdrawals through the Payroll Account if the balance of the Payroll Account is sufficient to execute the instructions.
5. If an Account Holder wished to realise split payments from a Payroll Account, it is necessary to open a separate VAT Account linked only with the Payroll Account.

##### \$14. Payment Account

1. The Bank provides the AIS Supplier, to the extent defined by the Account Holder, with any information regarding the specific Payment Account and the related Payment Transactions, required for the entity to render the service of access to the account information. Irrespective of the scope of consent granted to the AIS Supplier by the Account Holder, the Bank shall not provide the AIS Supplier with sensitive data regarding the payment.
2. The Account Holder may submit an Instruction to execute a cashless Payment Transaction from the Payment Account available online through the PIS Supplier. The Bank executes such Payment Transactions under the same rules as Payment Transactions ordered by the Account Holder acting directly. The Bank is authorised to execute Payment Transactions ordered through the PIS Supplier under different rules than it usually executes Payment Transactions, as long as it is justified by objective reasons, and in particular by the time of execution, priority nature of the Payment Transaction or amount of fees.
3. At the request of the CAF Supplier, the Bank will immediately confirm that the amount required to execute a Payment Transaction made using a card issued by that supplier is available in the Payment Account, as long as:
  - (i) the Payment Account is available online at the moment the CAF Supplier is submitting the request, (ii) the Account Holder has granted consent to the Bank to provide answers to such requests of the CAF Supplier, and (iii) the consent referred to in item (ii) was granted by the Account Holder before submitting the first request for confirmation by the CAF Supplier.
4. The Bank's confirmation of the availability of funds for the CAF Supplier will consist in giving the "yes" or "no"



- answer and will not include providing the Payment Account balance.
- The confirmation will not enable the Bank to put a hold on funds in the Payment Account.
  - The Account Holder can apply to the Bank for providing data that identify the CAF Supplier and the reply given.
  - The above provisions shall not apply to Payment Transactions initiated through payment instruments based on a payment card, whereon electronic money is kept.
  - In the event a Payment Transaction is initiated by a payee or through the payee's intermediation in connection with a Payment Transaction executed using a payment card, and its exact amount is unknown at the moment when the Account Holder grants consent to the Payment Transaction execution, the Bank may put hold on funds in the Payment Account only when the Account Holder has agreed to putting a hold on the exactly specified amount of funds. Once the Bank receives the Instruction, the funds put on hold in the Payment Account shall be released immediately, upon receiving information about the exact amount of the Payment Transaction.

#### **§15. Subsidy Account**

- The Account Holder, for whom the Bank maintains a Current Account, may open a Subsidy Account in PLN or EUR at the Bank upon conclusion and under the Account Agreement on Subsidy Account.
- The Account Holder shall use the Subsidy Account solely for the purpose for which it has been opened.
- The Account Holder may place Instructions pertaining to the Subsidy Account exclusively via the GOnline Biznes System, the FX Trading Platform, through the MT101 message or with the Card.
- In the event any receivables in the Subsidy Account or any other Account that cannot be seized as stipulated by law provisions, are seized by enforcement bodies, the Bank is not obliged to apply any legal measures to challenge the steps taken by an enforcement body or to prove that the funds deposited in the relevant Account cannot be subject to enforcement. The Bank shall not be held liable for any actions taken based on enforceable decisions of enforcement authorities.

#### **V. Settlement rules and methods**

##### **§16. General principles for carrying out Instructions**

- The Account Holder may use the funds accumulated in the Account up to the Available Balance, which means that the Bank effects Instructions received only if the Available Balance allows the Bank to effect such Instructions and cover charges related to them.
- Limitation as to using the funds may result from the provisions or stipulations of the Account Agreement or a separate agreement between the Customer and the Bank, including a hold established.
- The Bank executes an Instruction immediately after its receipt subject to Cut-Off Times for particular Instructions. An Instruction carried out into NRB, IBAN or another Unique Identifier indicated by the Account Holder shall mean that the Instruction has been effected in favour of a proper payee, regardless of the additional information provided by the Account Holder, in particular name or first name and surname of a payee in the Payment Transaction.
- The Bank may block the possibility of administering the funds gathered on the Account if:
  - the Account was opened with the provision that the Bank is presented with documents it indicated - whereby the Bank will inform the Account Holder of the failure to meet the obligation to present the documents and the planned hold on the Account and conditions of its cancellation, or
  - the Bank has approached the Account Holder for delivery of documents or information necessary for the Bank to (i) carry out or update the risk assessment within the meaning of the applicable regulations on counteracting money laundering and financing terrorism, or (ii) perform other obligations arising from law or regulations applicable to the Bank, and the Account Holder failed to provide such documents or information to the Bank within the set deadline, or
  - at least one of the conditions specified in § 68 para. 1 applies.
- The Bank may decide that it does not carry out Payment Transactions going to or coming from certain countries, a list of which is available at the Bank's Units and on the Website. This does not apply to Member States, the United Kingdom, Switzerland, or OECD countries.
- The Bank may provide the entities involved in the execution of a Payment Transaction (in particular the Correspondent Bank) with any information relating to the transaction.

#### **§17. Principles of crediting and debiting the VAT Account**

- Credit and debit to the VAT Account are made under the principles regulated by Articles 62b and 62c of the Banking Law.

- The Bank is not required to verify the correctness of calculation of the VAT Amount indicated in the Transfer Message, or any other data included in the Transfer Message (especially the invoice number and tax identification number NIP).

#### **§18. Limitations of cash withdrawals and other Instructions**

- Cash payments and withdrawals may be executed in the currencies specified in the Cash Service Rules at the Bank and Cash Withdrawal Advice Rules, published on the website. Yet cash payments and withdrawals in coins are only made in PLN.
- The Bank may effect a cash withdrawal in PLN requested by the Customer in a foreign currency, in accordance with the current FX Rate Table, if the withdrawal amount or its ending is lower than the banknotes denominations in this currency currently available at the Bank Unit or in the event of unavailability of foreign currency.
- The Bank has the right to set a maximum value of the amount of cash withdrawal in a given Bank Unit, which can be made without a prior notice to the Bank.
- Information on these amounts, including particular currencies and a specification of the Bank Units performing cash service is available on the Website and at Bank Units.
- The Bank reserves the right to refuse to realise cash payment in a given currency due to limited availability of the currency. Details regarding the currencies under limitations are included in the Cash Service Rules at the Bank available from the Website.
- Cash withdrawals are subject to advice in the amount and terms indicated in the Cash Service Rules at Bank Units and refer to the sum of withdrawals within one day, in one Bank Unit. In the event such a notice is not delivered, the Bank has the right to refuse to carry out such a withdrawal.
- The Account Holder may advise or cancel a specific withdrawal by intermediary of an employee of the Bank Unit, Customer Service or via GOnline Biznes System.
- The Customer may indicate a preferred face value structure of the advised withdrawal, while the Bank is not obliged to prepare withdrawal in a given structure.
- The Bank may consent to the performance of non-advised withdrawals whose amount is subject to advice. In such a case the Bank has the right to charge a commission according to the Table of Commissions and Fees.
- The Customer has the right to cancel the pre-advised cash withdrawal one Business Day before the withdrawal by 4 pm at the latest. In the event when the Customer does not collect the whole or part of the pre-advised cash withdrawal, the Bank has the right to charge a commission according to the Table of Commissions and Fees.
- To secure the funds deposited with the Bank, the Bank has the right to:
  - specify the Instruction amount, which, when exceeded, requires the Bank to take additional steps to confirm that such an Instruction was authorised by the Account Holder; the Instruction authorisation is confirmed as specified by the Bank;
  - apply mechanisms of monitoring transactions in order to prevent illegal/fraudulent transactions, detect and block such payment transactions before their execution. The Instruction deemed in the analysis requires the Bank to take additional steps to confirm that such an Instruction was authorised by the Account Holder; the Instruction is confirmed in the manner selected by the Bank;
  - specify a day limit for cash withdrawals from the Account using a Card or a day limit for cashless Card transactions debiting the Account; including a day limit on Internet transactions and a day limit on correspondence and telephone transactions, as well as specify a monthly limit for all transactions performed by Card.
  - specify a daily/amount limit for a single Instruction carried out via Electronic Access Channels.

In the event the authorisation of the Instruction, referred to in section a) or b) above is not confirmed, or if the limits referred to in section c) and d) above are exceeded, the Bank refuses to carry out the Instruction.

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

#### **§19. Currency conversion**

- Instructions or incoming transfers which require exchange of currencies are carried out after a Currency Conversion. To this end, foreign exchange rates specified in the FX rate table, valid at the Bank at the moment of the Instruction execution, are applicable. Information on the current foreign exchange rates applied at the Bank can be obtained in the Bank Units or on the Website. Foreign exchange rates applied in a Currency Conversion are changed automatically when foreign exchange rates applicable at the Bank change. A prior notification of the Account Holder is not required.
- A Currency Conversion is always carried out using Currency exchange rates applied at the Bank at the

moment of effecting the Instruction. Information on the current foreign exchange rates applied at the Bank can be obtained in the Bank Units or on the Website. Currency exchange rates applied in a Currency Conversion are changed automatically when Currency exchange rates applicable at the Bank change. A prior notification of the Account Holder is not required.

- In the event that the Currency in which the Foreign Currency Account is maintained is officially replaced by another Currency, the Bank shall have the right, on the date of the currency replacement, to close the Foreign Currency Account maintained in the existing Currency, to open a new Foreign Currency Account in the Currency to which the change is made and to transfer to the new Foreign Currency Account the entire balance from the Foreign Currency Account being closed, applying the official conversion rate of these Currencies. The Bank will immediately inform the Account Holder of the opening of the new Currency Account and its number.

#### **§20. Refusal to effect an Instruction by the Bank**

- Subject to other provisions of the Regulations, the Bank may refuse to carry out an Instruction only if:
  - it is against the law, or could expose the Bank to the risk of international or domestic sanctions being violated; or
  - such refusal is possible or mandatory under separate provisions;
  - the Account Holder failed to provide the Bank with the information or documents necessary for the Bank to fulfil its obligations with respect to carrying out the Instruction, or
  - information provided by the Account Holder is incorrect; or
  - the funds on the Account, within the Available Balance, are insufficient to carry out the Instruction and cover the Bank's fees related to carrying out such Instruction; or
  - there is a reasonable suspicion that the Instruction made is related to a criminal activity (in particular financing terrorism), or
  - a payee of such Instruction is:
    - an entity from a country (area) covered by sanctions of the EEA countries or sanctions of the US government agencies,
    - an entity included in lists of persons, groups and entities to which specific measures are applied that restrict financial transactions under the European Union law, generally applicable domestic rules and those of the OFAC (Office of Foreign Assets Control in the US Treasury Department), the UNO, likewise the FATF (Financial Action Task Force),
    - an entity from a country other than a member of the Organisation for Economic Co-operation and Development (OECD), where members of the Bank's group do not run their business (the list of countries where members of the Bank's group run their banking business through a branch or subsidiary, is to be found at the Bank's website: [https://www.bnpparibas.pl/\\_file/repozytorium-pdf/inne-dokumenty/Listy-krajow/Listy-krajow.pdf](https://www.bnpparibas.pl/_file/repozytorium-pdf/inne-dokumenty/Listy-krajow/Listy-krajow.pdf) and making the Payment Transaction with such a country involves, in the Bank's opinion, a risk for the Bank or for the Account Holder;
  - or,
  - (iv) a Payment Transaction concerns payment for goods or services originating from the countries or controlled by the governments of the countries referred to in sub-items (i)-(iii); or
  - (v) the Bank of the Payment Transaction principal or payee is a bank from a country referred to in sub-items (i)-(iii) or in § 16 para. 5; or
  - an offence was committed or the Account was used in violation of the law; or
  - the amount indicated in the Instruction exceeds the limits set for a given Instruction or Account; or
  - the Account Holder or the Proxy makes mutually exclusive Instructions or the Bank effected the Instruction of the Account Holder or the Proxy that excluded effecting the Instruction made at the same time by the Account Holder or the Proxy, respectively; or
  - a hold has been put on funds of the Account and effecting the Instruction in full amount is not possible; or
  - any information, marked as required, in the form used to make the Instruction (including the electronic form) has not been given or the information given is incorrect; or
  - the bank of the Payment Transaction payee does not maintain an account in the currency in which the Payment Transaction was initiated; or
  - the Account Holder orders a transfer into an account held with the Bank, effecting of which would require double Currency Conversion or
  - the Instruction that was considered suspicious during the analysis referred to in Article 18 para. 11 section b) cannot be confirmed with the Account Holder at the specified time; or
  - the payee is an entity operating in an industry not accepted by the Bank or the transaction concerns payment for products or services from such an industry (the list of industries not accepted by the Bank is available on the Website and at the Bank Units).

- q) the Payment Transaction is directly or indirectly linked to an entity or individual subject to international or domestic sanctions, or to an entity under the direct or indirect control of such an entity or individual, for example, through personal, organizational or capital ties.
2. An Instruction whose execution is refused is deemed not received. The Bank shall forthwith inform the Account Holder about reasons of the refusal to effect an Instruction, and about a procedure of rectifying errors that caused the refusal; however, not later than on the date appointed for the Instruction execution as specified in the Regulations, unless such a notification could violate the law provisions by the Bank.
3. In the cases specified in para. 1 above, the Bank may require the Account Holder to provide additional documents concerning this Instruction. The Bank may refuse to effect the Instructions referred to in para. 1 even in a situation when it has effected such Instructions before.
4. The Bank may charge a fee for notification about refusal to effect the Instruction in the amount not exceeding justified costs borne by the Bank, if the refusal was reasonably justified, including in particular with a lack of funds on the Account.
- §21. Charging options**
1. In the event when a payment service provider acting in favour of the other party of the Payment Transaction is on the territory of one of the Member States, the Account Holder may order effecting a Payment Transaction in any currency only with a SHA Charging Option, in which case s/he bears the fees specified in the Account Agreement and the Table of Commissions and Fees, and the other party - the fees agreed with their bank or other payment service provider.
2. For International Payments, it is possible to use SHA, OUR or BEN Charging Options - according to the payer's choice. The payer is obliged to cover commissions or fees calculated for such a Payment Transaction execution by other banks or payment services providers.
3. When executing PSD Payments, the Bank does not charge commissions or fees by reducing the amount of an international money order. In the event of the execution of the Instruction to execute Payment Transactions other than PSD Payments, the Payment Transaction amount may be reduced by due commissions and fees.
- §22. Submitting Instructions and Payment Transaction authorisation**
1. The following types of Instructions are acceptable by the Bank:
- in writing - made in the Bank Unit, prepared on appropriate forms named accordingly as per the type of Instruction; or
  - verbally - in the Bank branch, in the case of own payments or cash withdrawals and opening or breaking Term Deposits; or
  - electronically - via Electronic Access Channels, including via the PIS Supplier.
2. Foreign Payment Instruction should include the following:
- currency ISO code and the Instruction amount specified in digits and in words,
  - name and address of the Account Holder,
  - the Account full number in the NRB or IBAN format, which will be debited by the amount of the Instruction as well as the commissions and fees due to the Bank,
  - name, address, country and residence status of the payee,
  - name and registered office of the payee's bank,
  - correct number of the payee's account in the payee's bank,
  - charging option,
  - title of the payment in favour of the payee.
3. Instruction to execute a Payment Transaction in any currency between suppliers operating on the territory of the Republic of Poland or other Member States (other than the SEPA Transfer), should include details specified in para. 2 (however, the number of the payee's account must be consistent with the IBAN format and the selected charging option will be the SHA Charging Option), and a BIC code of the payee's bank with its seat in a Member State.
4. The SEPA Transfer Instruction will be executed by the Bank only provided that:
- it is denominated in EUR,
  - it includes the number of the payee's account consistent with the IBAN format, maintained by the Bank which is a current participant of the SEPA Credit Transfer Settlement System,
  - it includes a payment title,
  - it includes the SHA Charging Option,
  - it is made for a standard execution time (not expedited).
5. The Account Holder gives consent (authorisation) to execute the Instruction:
- for written Instructions or Instructions signed with an Electronic Signature - by providing the Bank with an Instruction form filled in and signed by the Account Holder, subject to provisions § 27 para. 2
  - for verbal Instructions - through signing, by the Account Holder, of a confirmation of making cash payment or withdrawal and confirmation of opening or breaking a Term Deposit,
  - for Instructions placed online via Electronic Access Channels, by using Strong Authentication in the following manner:
    - via GOnline Biznes System - by providing a password (including a password to log in to the ongoing communication session) and, depending on the solution adopted:
      - providing an SMS code, sent by the Bank for this Instruction, on the Instruction form, or
      - providing a code, generated by a token for this Instruction, on the Instruction form, or
      - appending an electronic signature to the Instruction;
      - selecting the "Approve" button in the mobile application (mobile authorisation). This method of authorisation requires the user to physically hold a mobile device with the GOnline Biznes application installed and an active mobile token at the same time;
    - GOnline Biznes - through an element of an authorised session on a mobile device linked to a User and signing the Instruction with an individual PIN defined by the User or using the Biometric Authorisation Data.
6. The Bank may withdraw from applying the Strong Authentication in cases provided for in legal provisions or decision of relevant bodies.
7. If execution of an Instruction requires a Currency Conversion, an authorisation for an Instruction execution encompasses also a consent to a Currency Conversion.
8. Unless further provisions of the Regulations stipulate otherwise, an Instruction may not be cancelled (which means no possibility of withdrawing its authorisation) from the moment it is received by the Bank, unless the Bank grants its consent to cancelling an Instruction after this time. The Bank is authorised to charge the Account Holder with a fee for the Instruction cancellation.
- §23. Forms of Settlements**
1. Settlements made by the Bank may be carried out both in a cash and cashless form, subject to other provisions of the Regulations.
2. Cash settlements are carried out in the selected Bank Units by crediting the payee's bank account with the amount due or debiting an appropriate amount to the Account.
3. Cashless settlements are carried out through:
- transfer order (including Standing Order);
  - direct debit;
  - Card;
  - Cheque.
- §24. Transfer order**
1. When effecting a transfer order Instruction, the Bank shall debit the Account with the amount specified in the Instruction or its equivalent in the currency of the Account indicated for debiting and credit with this amount the account of the transfer's payee indicated in the Instruction, or shall transfer the amount to the bank or other payment services provider of the transfer payee.
2. The transfer order Instruction received by the Bank may be cancelled (which means a withdrawal of its authorisation) no later than at the moment the Account of the Account Holder is debited with the transfer order amount.
3. The Account Holder may cancel an Instruction for a future-dated transfer (which means withdrawal of its authorisation) not later than until the end of the Business Day preceding the agreed day of debiting the Account, unless the Bank gives its consent to cancel an Instruction after this date.
4. A transfer order Instruction placed at the Bank Unit shall be cancelled (which means a withdrawal of its authorisation) in writing or, upon the Bank's consent, also in any other way. A transfer order Instruction placed in the GOnline Biznes System should be cancelled through this system, unless the Bank gives its consent to any other cancellation manner.
5. Transfer order Instruction confirmed by the Bank at the Account Holder's request may not be cancelled.
- §25. Standing Order**
1. Transfer orders can be made in the form of a Standing Order.
2. To make a Standing Order, the Account Holder shall proceed as follows:
- submit a relevant form, duly filled in and signed, to the Bank Unit, or
  - submit, via the GOnline Biznes System, a duly completed form available in this system.
3. A Standing Order Instruction may be issued for a definite or indefinite period.
4. A Standing Order Instruction must specify:
- a fixed amount to remain the same over the entire validity period of the Instruction; with a reservation that the Account Holder may separately define the amount of the first or the last payment, which is to be executed with the Standing Order Instruction, or that a Standing Order concerns the entire balance on the Account as at a given day, or
  - that a Standing Order concerns the amount of funds exceeding a defined amount on a given day.
5. To allow the Bank to carry out the Standing Order, the Account Holder is obliged to ensure an Available Balance in the sufficient amount in the Account as at the end of a Business Day directly preceding the date of the Standing Order execution, and to cover the Bank's fees related to the Standing Order execution.
6. If the date specified as a Standing Order Instruction execution date does not fall on a Business Day, the Bank shall effect the Standing Order on a Business Day directly following this day.
7. The Account Holder may cancel a Standing Order Instruction (which means cancelling its authorisation) not later than until the end of the Business Day preceding the agreed date of debiting the Account.
8. A Standing Order, regardless of its submission form, is cancelled (which means a withdrawal of its authorisation) by providing the Bank with a filled in and signed form made available by the Bank or via the GOnline Biznes System.
9. A Standing Order may not be effected using a Split Payment.
- §26. Domestic Mass Payments**
1. On the basis of a request, the Bank will provide the Customer with a domestic mass payments service ("Domestic Mass Payments") in the GOnline Biznes System, which enables an execution of a large number of outgoing transfers whose Instructions will be sent collectively to the Bank in the so-called package.
2. Under the Domestic Mass Payments, only domestic payments will be executed, in PLN, up to PLN 1,000,000.
3. The Domestic Mass Payments service will be executed using a technical account in PLN (Mass Payments Account) indicated as the transfer payer's account.
4. Funds to execute the packages of outgoing transfers and for the Bank's commissions and fees for the execution of the Instructions related to the Domestic Mass Payments service will be collected from the Account specified in the request.
5. The Customer shall ensure adequate funds in the Account equal to the sum of payments in the specific Package and the commission and fee amount due to the Bank.
6. Funds from returns from unfulfilled payments from a given package that are posted to the Mass Payment Account may be automatically posted to the Customer's Account in accordance with the option indicated in the request for providing the service.
7. Service parameters, file formats, transfer execution statuses for a given package as well as commissions and fees related to the Domestic Mass Payments service provided by the Bank, are determined in the request for providing the service.
8. In case of execution of Mass Domestic Payments using a Split Payment, the VAT Account shall be debited with the amount of VAT representing a sum of amounts of VAT arising from individual transfer, not higher than the amount of available balance standing to the VAT Account.
- §27. Direct Debit**
1. The Bank collects and effects domestic direct debit orders in PLN. The direct debit service consists in debiting the Account with a defined amount as a result of initiation of this transaction by its payee.
2. The Account Holder must give his/her consent for the Account to be debited with a direct debit placed by the payee. The consent obtained by the payee from the Account Holder does not need to be submitted to the Bank. Receiving by the Bank a message initiating a direct debit is tantamount to giving consent.
3. The Account Holder may apply to the Bank for confirming/providing consent referred to in para. 2. The Bank shall provide the answer within 10 Business Days.
4. The Bank shall effect direct debits provided that one Business Day before the determined date of effecting the direct debit, there are sufficient funds on the Account within the Available Balance necessary to execute the direct debit.
5. The Account Holder may cancel a specific direct debit (which means withdrawing its authorisation) not later than until the end of the Business Day preceding the day of debiting the Account, agreed with the Bank - in writing, with an Electronic Signature, or via the correspondence module of the GOnline Biznes System indicating the Tax Identification Number (NIP) of the payee, payment identifier linked with the direct debit which s/he wishes to cancel and the date, on which the Bank should refrain from debiting the Account on account of executing this direct debit.
6. The Account Holder may withdraw his/her consent to use a direct debit in settlements with a given payee (which means a withdrawal of authorisation to all Payment Transactions effected in favour of this payee under the consent granted). The consent may be withdrawn through submitting to the Bank, by the Account Holder or the payee or the bank of this payee, a consent withdrawal form, made available by the Bank, filled in and signed by the Account Holder, or through the correspondence

- module in the GOonline Biznes System. Should the Bank obtain withdrawal of consent which was never submitted to it, it shall deem this withdrawal an instruction to block a particular payee, as referred to below.
7. The Account Holder may place an instruction to put a hold on the Account against direct debit with respect to all or specified payees. In the case of a hold regarding particular payees, the Account Holder shall provide a Tax Identification Number (NIP) of these payees. An instruction to put a hold may be placed in writing, with an Electronic Signature, or via correspondence module in GOonline Biznes. The hold shall become effective as of the day following placing an instruction at the Bank.
  8. The Account Holder may demand from the Bank a refund of the authorised direct debit transaction, which has already been executed, within five (5) Business Days of the date of debiting the Account.
  9. Within one Business Day of the date the Bank receives a refund request, it makes a refund of the full amount of the Payment Transaction effected under a direct debit instruction together with interest on the direct debit amount due to the Account Holder as accrued on its Account, if the Account bears interest.

#### **\$28. Card**

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

#### **\$29. Cheques**

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

#### **\$30. Deadlines for receiving and carrying out Instructions on Outgoing Payment Transactions**

1. An Instruction is considered received at the moment when the Instruction is delivered to the Bank. In the event the Bank receives the Instruction on a day other than a Business Day, the Instruction is deemed to be received on the first Business Day following that day. The Account is not credited before the Instruction has been received.
2. Depending on the form of Instructions made, the moment of delivery is:
  - a) the moment the Bank receives a written, document or verbal instruction,
  - b) the moment an instruction is entered into an electronic communication channel in a manner that enables the Bank to read it - for Instructions made in the GOonline Biznes, Connexis, Connexis Cash Mobile, GOMobile Biznes.
3. In the event the Instruction is made on a day which is not a Business Day for the Bank or it is made after the Cut-off Time, it shall be deemed, only for purposes of calculating the Instruction execution date, that the Bank has received the Instruction on the nearest Business Day following the day on which it is placed.
4. If the Instruction is to be effected on the day indicated by the Account Holder (future-dated Instruction), it shall be deemed that the Bank received the Instruction on the day indicated as its execution day, only for purposes of calculating the Instruction execution date. In the event it is not a Business Day for the Bank, it shall be deemed, for purposes of calculating the Instruction execution date, that the Bank has received the Instruction on the nearest Business Day following that day.
5. PSD Payments in EUR or PLN, are executed not later than:

- a) by the end of the next Business Day following the Bank's receipt of the Instruction submitted electronically,
  - b) by the end of the second Business Day after receipt by the Bank of Instruction in a paper form, excluding Instructions concerning Payment Transactions in PLN executed in whole on the territory of the Republic of Poland, which are governed by the Tax Law Act of 29 August 1997 and the Regulation of the European Parliament and of the Council (EU) No. 952/2013 of 9 October 2013 establishing the European customs code, which are executed not later than by the end of the next Business Day after their receipt by the Bank.
6. Instructions other than Payment Transactions in EUR and PLN executed on the territory of the Republic of Poland or other Member States are executed by the end of the fourth Business Day following their receipt by the Bank.
  7. An execution of an outgoing Payment Transaction means the payment of Notional Amount will credit a payment account of a bank or other payment services provider of the payee of the Payment Transaction.
  8. Detailed information on terms of carrying out Instructions is available in Bank Units, on the Bank's Website or through the Call Centre.
  9. In the event of doubts as to whether the Instruction has been submitted by a person authorised to act on behalf of the Account Holder, the Bank may suspend the Instruction execution until the Account Holder is contacted to confirm making the Instruction.
  10. The Bank shall not execute outgoing transfers through the Express Elixir system from Accounts that participate in the zeroing or balancing service (e.g. cash pooling) if such Payment Transactions are ordered on Business Days between 08:30 p.m. and 06:00 a.m. or on days which are not Business Days.

#### **\$31. NON-STP Transfer**

In case of execution of a Payment Transaction qualifying as a NON-STP Transfer, the Bank will charge a fee for additional actions related to payment orders that do not comply with STP standard, pursuant to the Table of Commissions and Fees.

#### **\$32. Cash Payments and incoming transfers execution**

1. The Bank credits the Account:
  - a) with the amount of an open cash payment made at the cash desk of the Bank's Unit - immediately upon its making, no later than on the same Business Day. The date of posting of payments in sealed bags is indicated in a separate agreement regarding the service of that product;
  - b) with the incoming transfer amount received by the end of the Business Day - immediately upon crediting the Bank's account with this amount;
  - c) payments received after Cut-Off Times credit the Account on the following Business Day. The day on which the Account is credited with the incoming transfer amount is the Value Date.
2. The Bank provides the Payment Transaction amount available to the Account Holder immediately after the amount credits the Bank's account, in the event on the Bank's side: (i) there is no currency conversion or (ii) there is a currency conversion between EUR and the currency of a Member State or between two currencies of Member States. The obligation to immediately provide the Payment Transaction amount available to the Account Holder applies also to Payment Transactions between accounts maintained by the Bank.
3. If the Agreement stipulates that the Bank does not post incoming transfers on a specified Account type, the Bank credits the Current Account with the amount of a transfer ordered to such Account type.
4. The Bank shall credit the Account indicated in the transfer order with the amount of the incoming order.
5. If the Account indicated in the transfer or in the instruction submitted by the Account Holder is maintained in a currency other than the transfer currency, the Bank will credit the Account after a Currency Conversion of the transfer amount.
6. The Bank may refuse to credit the Account with the incoming transfer amount in a situation when the principal or the intermediary in such a Payment Transaction is one of the entities referred to in § 20 para. 1 section g) sub-items (i)-(iii) of the Regulations or when such a transfer concerns the Payment Transaction referred to in § 20 para. 1 sections a)-d), f), g) sub-items (iv)-(v) and sections h) and q) of the Regulations. § 20 para. 3 of the Regulations shall apply accordingly.
7. The Bank shall not execute incoming transfers through the Express Elixir system to Accounts that participate in the zeroing or balancing service (e.g. cash pooling, balance concentration), if such Payment Transactions are received by the Bank on a Business Day between 08:00 p.m. and 0:00 or on Bank's non-business days. The Account Holder may give their prior written consent to the execution of such Payment Transactions.

#### **\$33. Adjustments of incorrect postings**

In the event an incorrect posting is made in the Account or the VAT Account, the Bank reserves the right to adjust such a posting without having to obtain Account

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

#### **VI. Conclusion and Settlement of Transactions**

##### **\$34. Transaction conclusion manners**

Transactions may be concluded (including the submission of an Offer):

- 1) over the phone - under terms and conditions determined in the Regulations.
- 2) on the Electronic FX Trading Platform or GODEALER, according to the rules specified in separate regulations for the Electronic FX Trading Platform and GODEALER.

##### **\$35. Preliminary Conditions for the Transaction conclusion.**

1. In order to conclude a Transaction, the Bank requires the Account Holder to meet the following conditions on the Conclusion Date and to have:
  - a) active Customer Settlement Accounts that allow the execution of Transactions,
  - b) designated persons authorised to conclude Transactions on behalf of the Account Holder,
  - c) funds in the relevant currency on the Customer Settlement Account that are sufficient to execute the Transactions - in the case of concluding Today Transactions,
  - d) the Transaction Limit established and the enforcement submission statement in the form and content accepted by the Bank (if required by the Bank) - in case of concluding Tomorrow Transactions and Spot Transactions.
2. For the purpose of enabling the Account Holder to conclude Transactions, the Account Holder shall provide the Bank with an e-mail address for the purpose of sending the Transaction Confirmation.
3. Fulfilment by the Account Holder of the preconditions specified in para. 1 shall not impose on the Parties any obligations to conclude the Transactions.
4. The Parties shall not be liable towards each other for damage for which they are not culpable.

##### **\$36. Concluding Transactions within the Transaction Limit**

1. At the Account Holder's request, a Transaction Limit can be granted by the Bank to the Account Holder. Upon granting the Transaction Limit, the Account Holder can enter into Tomorrow Transactions and Spot Transactions with the Bank, provided that their conclusion does not result in exceeding the Transaction Limit granted.
2. At the Account Holder's request, the Bank shall inform the Account Holder on the Transaction Limit availability on a given Business Day.
3. In order to make it possible for the Bank to grant and set the Transaction Limit in proper amount, and to verify the assessment of the financial and economic standing of the Account Holder and their ability to re-pay receivables under the Transactions concluded within the granted Transaction Limit amount, the Account Holder shall present the Bank with all the documents and information required by the Bank for this purpose.
4. If the Account Holder does not present the documents or information referred to in para. 3 on time; or if the presented documents or information indicate that their financial and economical standing and their ability to re-pay receivables under the Transactions concluded within the granted Transaction Limit amount has deteriorated, the Bank may lower the amount of the Transaction Limit.
5. At the request of the Account Holder, the Bank may enter into a Tomorrow Transaction or Spot Transaction with the Account Holder, also when the Transaction Limit has been used or exceeded, or when the Account Holder has no Transaction Limit.

##### **\$37. Minimum Notional Amount**

Over the phone, the Bank concludes the Transactions whose Notional Amount or its equivalent in the Settlement Currency calculated at the Exchange Rate, is not lower than PLN 125,000. The Bank may consent to concluding the Transaction in a lower amount.

##### **\$38. Transaction conclusion over the phone**

1. Each Party grants its consent to recording the content of telephone conversations pertaining to Transactions and Offerings, in particular the Transaction Terms, by the other Party, on electronic data carriers it has selected. Such a recording could constitute evidence in proceedings before courts of law, held to resolve potential disputes between the Parties in connection with the Transactions concluded over the phone.

2. In order to conclude Transactions or present the Offer over the phone, one Party shall contact the other Party in the following manner:
  - 1) the Account Holder shall contact a Bank employee authorised to conclude the Transactions by calling the predefined telephone number;
  - 2) the Bank shall contact the person indicated by the Account Holder in the Bank's form as the person authorised to conclude specific type of Transactions on behalf of the Account Holder, at that person's telephone number held by the Bank.

In order to identify the Account Holder, the person authorised by the Account Holder to conclude a specific type of Transactions shall provide, at the request of the Bank's employee, information out of the identifying data specified by the Account Holder on the Bank's form referred to in para. 3 item 2. The Bank shall identify the Account Holder on the basis of the above information. Transactions executed by a person using identification information available only to the Account Holder shall be deemed to have been executed for and on behalf of the Account Holder.

Identification information referred to above are confidential data and the Account Holder shall not disclose them to unauthorised persons.
3. The Transaction is concluded once the Account Holder and the Bank have made a unanimous declaration of will, to the effect that they accept the Transaction Terms.
4. In order to enter into a Transaction, the Parties shall, in each case, agree on the essential Transaction Terms out of the following: Buyer and Seller, Notional Amount, Currency, Settlement Currency, Exchange Rate and Settlement Date.
5. In order to make an Offer, the Account Holder proposes the essential Transaction Terms, from among those indicated, on which the Offer is to be executed: Buyer and Seller, Notional Amount, Currency, Settlement Currency, Exchange Rate, Settlement Date and Offer Validity Date.
6. The conclusion of a Transaction as a result of an Offer is effected when the Bank proceeds to execute the Transaction.
7. The Account Holder may cancel or modify an Offer if:
  - a) the Offer Validity Term has not lapsed, or
  - b) the Bank has not yet proceeded to execute the Transaction.
8. The Account Holder may modify the following terms and conditions of an Offer:
  - a) Notional Amount,
  - b) Exchange Rate, or
  - c) Offer Validity Term.
9. The Offer will expire if the Offer Validity Date has passed and the Bank has not proceeded with the Offer.
10. 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 Settlement Account to conclude that Transaction.

### **\$39. Transactions concluded to perform a Transfer Instruction**

1. A transaction concluded to perform a Transfer Instruction - is concluded by the Account Holder to enable the latter to place a Transfer Instruction with the Bank on the Settlement Date for a given Transaction at the latest and to perform this instruction by the Bank.
2. Due to the fact that until the moment of posting by the Bank of a Transfer Instruction (which results in the execution of the Transaction Settlement by the Bank, by debiting the Customer's Settlement Account with the Settlement Amount in the Settlement Currency) resulting from the Transaction, the Settlement Amount is visible on the Customer's Settlement Account as an available balance. The Account Holder, while submitting other instructions concerning the funds on that account, is obliged to ensure funds in the amount necessary to execute a Transfer Instruction by the Bank (including the Account Holder's payment of a commission on this account) on the Settlement Date.
3. In case of a Transaction concluded for the purposes of executing a Transfer Instruction, concluded:
  - 1) by telephone - the Account Holder, in addition to agreeing the Transaction Terms, is required to:
    - inform the Bank employee authorised to conclude Transactions on behalf of the Bank about the purpose of concluding a Transaction (a Transaction concluded for the purpose of executing a Transfer Instruction),
    - and then, after receiving information from that employee about the reference number of the Transaction concluded - include that number in the Transfer Instruction submitted to the Bank via the GOnline Biznes System, or
  - 2) via the Electronic FX Trading Platform or the GDealer application - the Account Holder, in addition to agreeing on the Terms and Conditions of the Transaction is additionally obliged to include the reference number of the Transaction concluded, generated by this platform or the GDealer application, in the Transfer Instruction submitted to the Bank via the GOnline Biznes System.

4. Conclusion of the Transaction results in the Account Holder's obligation to submit the Transfer Instruction to the Bank on the Settlement Date at the latest. The obligation should be fulfilled by submitting one or more Transfer Instructions via the GOnline Biznes System, for the total amount equal to the entire Notional Amount. Each Transfer Instruction should be submitted by the Cut-Off Time relevant for the specific Transaction Currency.
5. The Bank may refuse to execute the Transfer Instruction in the event there are no funds on the relevant Customer Settlement Account in the amount sufficient for the Bank to perform a Transfer Instruction (including payment of a commission thereunder by the Account Holder).
6. In order for the Bank to execute a Transfer Instruction at the Exchange Rate agreed upon by the Parties in the Terms and Conditions of Transaction, a Transfer Instruction is to be submitted each time, in accordance with the following:
  - 1) the GOnline Biznes System functionalities,
  - 2) the provisions referred to in item 4,
  - 3) provisions referred to in para. 3 items 1-2, concerning the need for the Account Holder to take into account the reference number of the Transaction concluded in a Transfer Instruction submitted to the Bank via the GOnline Biznes System.
7. The Transfer Instruction submitted by the Account Holder:
  - 1) in breach of the rules referred to in para. 3 items 1-2, concerning the need for the Customer to include the reference number of the Transaction concluded in a Transfer Instruction submitted to the Bank via the GOnline Biznes System, or
  - 2) not in accordance to the GOnline Biznes System functionalities,

will be executed by the Bank on standard terms, without taking into consideration the Exchange Rate agreed in the Transaction Terms, i.e. at the exchange rate consistent with the table of exchange rates applicable in the Bank.
8. If:
  - 1) the Account Holder fails to submit at least one Transfer Instruction for the total Notional Amount, or
  - 2) a Transfer Instruction is submitted after the Cut-Off Time for a given Transaction Currency, or
  - 3) there are no sufficient funds on the relevant Customer's Settlement Account to execute the Transfer Instruction by the Bank (including the payment of a commission on this account by the Customer),

The Transaction Amount or its part which has not been subject to the Transfer Instruction, may be converted by the Bank into the Settlement Currency of that Transaction, at the exchange rate(s) indicated in the table of exchange rates applicable in the Bank at the moment of the currency conversion, unless on the Conclusion Date, by 4:30 p.m., the Account Holder agrees with the Bank on another exchange rate at which the Bank will convert the currency. In order to agree on the exchange rate referred to above, the Parties will contact each other on the phone.
9. If, as a result of the currency conversion referred to in para. 8, the amount of the exchange rate difference between the Exchange Rate and the exchange rate used in the currency conversion:
  - 1) is due to the Bank - the Account Holder shall pay this amount to the Bank. The payment shall be made through charging this amount by the Bank from the Customer's Settlement Account in the Settlement Currency or from any other account of the Account Holder held with the Bank. Whenever the currency of the amount due to the Bank is different from the currency of the account from which such an amount is collected - the Bank shall convert this amount into the currency, in which it is due to it at an appropriate exchange rate indicated in the table of exchange rates applied at the Bank at the moment of the collection,
  - 2) is due to the Account Holder - the Bank shall credit the Customer's Settlement Account in the Settlement Currency.

### **\$40. Transaction confirmations**

1. The Bank shall confirm to the Account Holder the conclusion of a Transaction by delivering a Confirmation to the Account Holder, on a durable medium at the e-mail address indicated by the Account Holder.
2. The Confirmation shall be provided without delay, but no later than on the Business Day following the Transaction Conclusion Date.
3. The Confirmation does not require a signature from the Bank or the Account Holder and is of informative character, with regard to the Transaction concluded. In the event of a missing Confirmation, the Account Holder shall inform the Bank immediately of the fact.
4. The Account Holder should notify the Bank of any complaints regarding inconsistency between the Transaction Terms and the contents of the Confirmation immediately, not later than until the end of the Business

Day on which the Account Holder received the Confirmation.

### **\$41. Settlement of Transactions**

1. Subject to the provisions referred to in Article 39 para. 2, the Transaction Settlement shall take place on the Settlement Date in the following manner:
  - 1) if the Seller is the Bank - the Bank shall credit the Notional Amount to the Customer Settlement Account maintained in the Transaction Currency, and shall debit the Settlement Amount to the Customer Settlement Account in the Settlement Currency;
  - 2) if the Seller is the Account Holder - the Bank shall debit the Notional Amount to the Customer Settlement Account maintained in the Currency and credit the Settlement Amount to the Customer Settlement Account in the Settlement Currency.
2. On the Settlement Date, the Account Holder shall ensure funds on the relevant Customer's Settlement Account in the amount of, respectively, the Notional Amount or the Settlement Amount, and in the case of a seizure of that account by an authorised enforcement body, make a payment directly to the Bank's indicated account, quoting the number of the Transaction under which the payment is effected.
3. The Party which fails to fulfil its obligation related to making the payment under the master agreement or Transaction in due time shall, at a request of the other Party, pay interest for delay equal to the Maximum Default Interest on the equivalent of the past-due payment amount, translated into PLN at the NBP mid-rate as at the Settlement Date.
4. In the event on the Settlement Date there are no sufficient funds on the respective Customer Settlement Account to execute (settle) the Transaction, the Bank may refrain from making the payment which it is obliged to make under the Transaction, and may conclude a transaction opposite (as to trade direction) to the given Transaction (the "Bank's Closing Transaction") in order to close the Bank's open currency position. The Bank's Closing Transaction will be concluded at the relevant exchange rate determined in the first table of exchange rates announced by the Bank on the Bank's Closing Transaction conclusion date (not earlier than on the Business Day following the Transaction Settlement Date). If, as a result of concluding the Bank's Closing Transaction, an amount under the exchange rate difference between the FX Rate and the exchange rate applied in the Bank's Closing Transaction:
  - 1) is due to the Bank - the Account Holder shall pay this amount to the Bank. The payment shall be made through charging this amount by the Bank from the Customer's Settlement Account in the Settlement Currency or from any other account of the Account Holder held with the Bank. Whenever the currency of the amount due to the Bank is different from the currency of the account from which such an amount is collected - the Bank shall convert this amount into the currency, in which it is due to it at an appropriate exchange rate indicated in the table of exchange rates applied at the Bank at the moment of the collection,
  - 2) is due to the Account Holder - the Bank shall credit the Customer's Settlement Account in the Settlement Currency.

### **\$42. Transaction valuation**

1. The Bank shall calculate the Valuation of particular Transactions on every Valuation Date and provide the Account Holder with information on its amount (provided that there were Transactions pending on the Valuation Date)
  - 1) once a week - as at a specific Valuation Date,
  - 2) once a month - as at a Valuation Date that falls on the last Business Day of the month preceding provision of information.
2. Whenever the information on Transaction Valuation provided to the Account Holder refers to the "Regulations on conclusion of FX and derivative transactions" - it shall mean these Regulations (insofar as such Transactions are concerned).

### **VII. Electronic Access Channels**

#### **\$43. Types of Electronic Access Channels**

1. The Bank allows the User to access information on the Account and place Instructions regarding the Account via Electronic Access Channels, including:
  - a) Connexis/ Connexis Cash Mobile;
  - b) the GOnline Biznes System / GOnline Biznes;
  - c) Customer Service;
  - d) Card.
2. The Bank authorises the User to access the Connexis/ Connexis Cash Mobile, GOnline Biznes System/ GOnline Biznes and Customer Service upon signing an Account Agreement by the Account Holder. The Bank shall grant the Card to the User upon submitting a request for issuing the Card by the Account Holder. Information on IT hardware requirements necessary to use Electronic Access Channels is available in the Bank Units and on the Website.
3. The User may start using the Connexis, Connexis Cash Mobile, GOnline Biznes, GOnline Biznes Systems and



- Customer Service provided that the Account Holder/User has activated the above services.
4. In order to activate:
    - a) Connexis/ Connexis Cash Mobile - the Account Holder should sign an additional agreement with the Bank;
    - b) GOnline Biznes System - the Account Holder should submit a request for activation, with the Bank's Unit, indicating at least persons (Users) for original definition of rights to the GOnline Biznes System;
    - c) Customer Service - the Account Holder should submit a request for activation of the service to the Bank's Unit or via the GOnline Biznes System;
    - d) GMobile Biznes - is made available to all Users who have GOnline Biznes, subject to article 45 para. 2.
  5. To deactivate an Electronic Access Channel, the Account Holder shall submit a relevant written request in the Bank Unit or with an Electronic Signature.
  6. Deactivation of GOnline Biznes also means blocking the User's access to GMobile Biznes and the Electronic FX Trading Platform.
  7. Type of available Electronic Access Channels, their functionalities, including the type of Instructions which the User may submit via such channels are limited by the current functional scope of the Electronic Access Channels. Information on the scope of functionality of Electronic Access Channels is available in the Bank Units or on the Website.
  8. The Bank provides the User with access to Electronic Access Channels 24 hours a day, 7 days a week, except the Customer Service. The Bank, however, stipulates the possibility of making breaks in the operation of the Electronic Access Channels, to perform such actions as maintenance, enhancements or security measures, necessary to ensure proper operation of the Electronic Access Channels.
  9. In case when the Account Holder requests the possibility to log in via the GOnline Biznes System to electronic platforms of companies from the BNP Paribas Group, the Account Holder thereby authorises the Bank to provide the BNP Paribas Group company operating a given platform with information constituting banking secrecy, to the extent necessary to make available and service the possibility to log in to the company's platform from the GOnline Biznes System.
  10. If the Account Holder uses an Electronic Access Channel using an authorisation tool provided by the Bank, he/she is obliged to return the tool to the Bank upon definitive termination of its use and is not entitled to cede or sell it to anyone else.

#### **\$44. Functionality and technical requirements**

1. With respect to all Accounts, the GOnline Biznes System enables the User to perform, in particular, the following actions:
  - a) access the information on the Account, Cards and Payment Transactions made by means of such Cards, commissions and fees charged by the Bank as well as Instructions made;
  - b) make or cancel Instructions, including transfer orders, opening or breaking Term Deposits,
  - c) apply for products currently offered by the Bank,
  - d) submit Instructions regarding products offered by the Bank,
  - e) exchange correspondence with the Bank.

The Account Holder, or its duly authorised User, within the scope defined by the Bank, may restrict access for this or any other User to the above-mentioned services.
2. GMobile Biznes will be made available on the condition that the User has access to the GOnline Biznes System and has downloaded and installed the "GMobile Biznes" application on their mobile device. The list of operational systems for mobile devices dedicated to using GMobile Biznes is available from the Website.
3. While activating GMobile Biznes, the User defines the PIN number used to authorise transactions in GMobile Biznes.
4. While activating a mobile token in GMobile Biznes the User may use an option to establish a separate PIN for mobile authorisation in GMobile Biznes.
5. For log-in and authorisation in the GMobile Biznes application, the User may also use the Biometric authorisation data.
6. A User who uses the log-in and authorisation methods based on the Biometric authorisation data shall not allow third persons to save their biometric features on the User's mobile device where the GMobile Biznes application is installed and activated.
7. The Bank shall not be held liable if the User, while using the mobile device, including its features such as the biometric features reader, allows for the features of such third person to be read and in the device qualifies the third person data as the User data.
8. In justified cases related in particular to security or technical problems, the Bank reserves the right to turn off the Biometric authorisation data function.
9. Based on the authorisations defined in the GOnline Biznes System, GMobile Biznes allows the User access to a part of the GOnline Biznes functions. A list of those functions is available from the Website.
10. Proper operation of the GOnline Biznes System requires the User to ensure that the computer and software is in good working order and:

- a) ensuring access to the Internet network, and
- b) equipped with the internet browser enabling the use of TLS1.1 128-bit protocol.
11. The Bank may change technical or hardware requirements for the equipment necessary to ensure proper operation of the GOnline Biznes System/GMobile Biznes. Detailed technical requirements for using the Electronic Access Channels are available from the Website.
12. The Connexis System has the following features:
  - a) an international system to administer accounts dedicated especially to entities from different countries, where the BNP Paribas group operates,
  - b) secured access to the system using token-type devices,
  - c) possibility to effect transfers and generate account statements with respect to accounts attached to the User,
  - d) authorisation of payments from accounts in various countries,
  - e) possibility of cooperation with F-K systems applying data exchange using MT101 and MT940 formats,
  - f) possibility to transfer administration of the access to the account in the system to indicated Users.
13. Conditions for making Connexis Cash Mobile available to the User are the following: the User has to have access to the Connexis System and download to a mobile device dedicated applications called "Connexis Cash Mobile" and provided by the BNP Paribas Group in Apple App Store and Google Play.
14. Connexis Cash Mobile, under authorisation rights defined in the Connexis System allows the User to:
  - a) access information on Accounts, Account history,
  - b) authorise an Instruction of a transfer ordered via the Connexis System.
15. The Call Centre enables the User to, in particular:
  - a) stop or block the Card outside Customer Service hours.
16. Telephone numbers to the Call Centre are specified at the Website (a call charge according to operator's price list).
17. A correct operation of the Call Centre requires the User to use a touch-tone dialling telephone in working order.
18. The Bank may prevent the User from accessing the Electronic Access Channels, if the User logs in from a country (area) or a device whose number is assigned to a country (area) subject to sanctions imposed by the EEA countries or the US government authorities.

#### **\$45. Security Rules**

1. Any information the disclosure of which could make the Bank, while identifying the User or authorising Instructions s/he makes via the Electronic Access Channels, recognise an unauthorised person as the User based on correct information provided by that person as required for such identification or Payment Transactions authorisation, or the Transaction conclusion, in particular a password, PIN, SMS code, a private key or a key generated by a token, shall be kept secret by the User. Therefore, the User shall maintain confidentiality of any information that would enable to access any of the Electronic Access Channels, make Instructions or other requests using them. The above obligation covers also the User's commitment to ensure conditions that make it impossible for unauthorised persons to get to know the data identifying him/her or used to authorise Payment Transactions, passed on by the User while using Electronic Access Channels.
2. The User is obligated to follow security rules set forth by the Bank. In particular, proper security should be maintained of the telecommunications and IT devices (e.g. computer, mobile phone, tablet) used by the User to access Electronic Access Channels; specifically, the User shall:
  - a) use original software only and apply means of security recommended by the producer of such software,
  - b) make regular updates of the operating system and the Internet browser recommended by the Bank,
  - c) use current versions of anti-virus and anti-malware software and firewalls to protect the computer against unwanted network traffic,
  - d) limit access to telecommunication devices to trusted persons only, and access to devices used for the Instruction Authorisation - only to persons authorised to perform such actions.
3. Besides, the User is obliged to exercise due diligence when executing any activities related to using the Electronic Access Channels, especially logging in and out from the system and authorisation of Payment Transactions, in order to secure Instructions made through Electronic Access Channels. While using the GOnline Biznes System, the User is obliged to verify each time (i) whether he/she logs on to the Website (by verifying the domain name of the website he/she is logging on to, i.e. bnpparibas.pl), (ii) whether the connection to the Website is encrypted (in such a situation the website address starts with https://), (iii) whether it establishes a connection with the Bank's servers by verifying the website certificate (a detailed manner of such verification is indicated in the security rules described on the Website), and (iv) whether the SMS Code received on the phone in the text message is used to authorise the action he/she intends to take.

4. Security rules have been described in detail on the Website; they are also available in the Bank Units or through the Call Centre. By entering into the relevant agreement, which provides for an option to use Electronic Access Channels, the User confirms that he/she has read and understood the security rules set by the Bank and accepted them.
5. To preserve the security of the Instructions made, the Bank informs you that it does not contact Users requesting them to provide their access passwords to the Electronic Access Channels, especially via email or using any means of distance communication, or by redirecting them (sending links) to any websites.
6. In the event the above information, in particular: the password, PIN, SMS Code, a private key or a token device has been lost, stolen, appropriated, copied or disclosed to or used by an unauthorised person, or if there is a suspicion that such a situation has occurred, the User shall immediately change the password or PIN accordingly, or instruct the Bank to prevent (block) any further use of the respective Electronic Access Channel. The same notification should be made in the case of loss, theft, appropriation, unauthorised use, access or copying of the content of the device possessed by the User serving him/her to use the Electronic Access Channels or a suspicion that such a situation has occurred. The notification referred to herein should be made by contacting the Call Centre.
7. The Bank reserves the right to block any Electronic Access Channel in the following cases:
  - a) any justified reasons related to secure access via such an Electronic Access Channel,
  - b) in connection with a justified suspicion of an unauthorised use of that Electronic Access Channel or intentional effecting of unauthorised Payment Transaction through that channel.
8. Out of concern for security of services provided by the Bank through the Consultant Service, all telephone conversations between the User and the Bank's employees may be recorded by the Bank on a selected data carrier.
9. The Bank may recommend that the Account Holder who uses the Account via any Electronic Access Channel should install and use the Software in his/her IT system. The Account Holder, accepting the Bank's recommendations, should install and use the Software indicated by the Bank. The Account Agreement may provide that the installation and use of the Software, including entering into a relevant agreement with the Software supplier, constitutes the Account Holder's obligation and not only the Bank's recommendation.
10. The Bank enables the Account Holder a use of the Software without any additional charges under a separate agreement signed by the Bank with the Software supplier.
11. The agreement on the Software installation and use is concluded by the Account Holder directly with the Software supplier by accepting the end-user licence. The Bank is not a party to the agreement signed by the Account Holder with the Software supplier. The Bank wishes to inform you that installation and use of the Software is a technical solution that substantially increases the safety of the Electronic Access Channels use.
12. If the Account Agreement includes an obligation for the Account Holder to conclude, prior to starting the use of the Account through any Electronic Access Channel, a separate agreement with the Software supplier on the installation and use of the Software indicated in the Account Agreement, the Account Holder shall immediately notify the Bank about signing the said agreement.
13. The Account Holder shall be informed by the Bank, in a manner the Bank deems appropriate, in particular through a direct contact with the Account Holder, a separate message or messages addressed individually to the Account Holder to the email address indicated in the Account Agreement or via information published on the Website about basic assumptions, objectives and functionalities of the Software as well as the need of its update.
14. The security rules specified above are without prejudice to the Account Holder's consent of the PIS Supplier to provide the service of initiating payments from Payment Accounts or the AIS Supplier to provide the service of access to information on the Payment Accounts held and Payment Transactions related to those Payment Accounts.
15. The Bank may deny the PIS Supplier or AIS Supplier access to a given Payment Account for objectively justified and duly documented reasons related to unauthorised or illegal access to a Payment Account by such AIS Supplier or PIS Supplier, including unauthorised initiation of a Payment Transaction.
16. In the case referred to in para. 14, the Bank, in a manner chosen by it, in particular by electronic means, informs the Account Holder about the denied access to the Payment Account and its reasons. This information, if possible, is provided to the Account Holder before the access denial, and at the latest on the Business Day following the day of such refusal. The Bank may provide such information at a later date if it is justified by security reasons or separate regulations. The Bank enables the PIS Supplier or AIS Supplier to access the Payment Account immediately after the reasons justifying the refusal cease to exist.

#### **\$46. User Identification**

1. The User obtains access to the Account through an Electronic Access Channel upon identification that the Bank performs in the manner appropriate for a given Electronic Access Channel.
2. In particular, the Bank identifies the User or verifies the Instruction s/he makes by means of an identification code, PIN, password, SMS Code, code generated by a token or other information owned by the Bank that should be known to the User only. In order to carry out the identification procedure by the Bank, the User shall follow the instructions:
  - a) presented in the information materials the User received from the Bank through the Electronic Access Channel s/he wants to use; the information provided by the User and requested by the Bank to identify the User must be consistent with the information held by the Bank;
  - b) provided to the User by the Bank on a current basis through the Electronic Access Channel that the User intends to use; all information provided by the User and required by the Bank to identify the User must be consistent with the information held by the Bank.
3. If the User Identification is unsuccessful three times running, to secure the funds deposited on the User's Account, the Bank reserves the right to put a hold on the User's Account through a respective Electronic Access Channel.
4. To unlock an Electronic Access Channel blocked by the Bank, the Account Holder must contact the Bank Unit and follow the instructions received from the Bank through their intermediation.
5. The Bank may take extra safety measures, not mentioned in the Regulations, to prevent unauthorised individuals from using Electronic Access Channels.

#### **\$47. Securing and saving Instructions**

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

### **VIII. Commissions and fees**

#### **\$48. Table of Commissions and Fees**

1. For maintenance of the Account, the Bank shall charge commissions and fees as specified in the Table of Commissions and Fees.
2. Commissions and fees are charged to the Account. Commissions and fees denominated in the currency other than the currency of the debited Account are converted at the NBP mid-rate announced on the day preceding the day the Account is charged with such a commission or fee.
3. The information on commissions and fees currently applied by the Bank can be obtained in the Bank Units, on the Website or through the Call Centre.
4. The Bank can unilaterally amend the Table of Commissions and Fees for important reasons which are deemed to be the occurrence of at least one of the following circumstances:
  - a) change of the consumer price index, compared to the previous index for a quarterly six-months or yearly period - by at least 1%;
  - b) change of at least one of the interest rates published by the NBP, including the MPC, in particular:
    - change of the NBP lombard loans rate - by at least 1% of the indicator since its last change,
    - change of the NBP bill of exchange rediscount rate - by at least 1% of the indicator since its last change,
    - change of the NBP reference rate - by at least 1% of the indicator since its last change,
    - change of the mandatory reserve rate - by at least 1% of the indicator since its last change;
  - c) change of change of costs the Bank must incur to perform actions provided for in the Regulations, and specifically the costs of electricity, telecommunication/IT connections, IT, intrabank settlements, cards settlements, Payment Instruments, labour costs and costs of third party services in relation to the previous price for the given service in a quarterly, six-months or yearly period by at least 0.1%;
  - d) change of scope, method or form of performance of the actions related to the product or service provided by the Bank under the Regulations and having impact on the Bank's operation or on the change of costs of operation under the Regulations incurred by the Bank by at least 0.1%;
  - e) necessity to adjust the level of commissions and fees to competitive offers, in relation to the Bank's market position, taking into consideration the amount of assets and type of product or service provided by the Bank;
  - f) changing or introducing new provisions of law or changing or applying new reference rates affecting the Bank's activity or increasing the operating costs covered by the Regulations, provided that the Bank is obliged, based on these Regulations, to adjust fees and commissions or to collect fees and commissions, or if the amended or newly introduced provisions of law have a

- direct impact on activities related to the execution of the agreement,
- g) changing the manner of provision of services resulting from technical or technological solutions in the IT system impacting the Bank's activity and its services or impacting the increase of the costs of operation under the Regulations incurred by the Bank by at least 0.1%, as long as they ensure due performance of the Agreement;
  - h) change of macroeconomic conditions which affect the Bank's operations or the increase of costs the Bank incurs in connection with its operations specified in the Regulations;
  - i) in connection with withdrawal from the Bank's offer of a Commission and Fee Plan or any product or service offered under the Account Agreement and covered by the Table of Commissions and Fees;
  - j) in order to introduce change of name of a document or a service, editorial or structure changes or to make existing provisions of the Table of Commissions and Fees more precise;
5. The amendment to the Table of Commissions and Fees shall be made in accordance with the rules and Account Holder rights foreseen for amendments of the Regulations, referred to in § 65 para. 2-4.
  6. The Bank is entitled to change the Table of Commissions and Fees without prior notice as long as these changes refer only to lowering or waiving collection of fees and commissions or consist only in changing the name of a product, service or system without changing their functionality.

#### **\$49. Rules for charging commissions and fees - general provisions**

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

#### **\$50. Rules for charging fees and commissions regarding foreign currency operations**

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

#### **\$51. Specific rules regarding charging of selected commissions and fees**

1. Subject to para. 2, the dates for charging some fees and commissions are as follows:

| TITLE  | DATE   |
|--|--|
| For opening an Account   | Fee collected at Account opening or when the first amount credits the Account  |
| For Account maintenance  | on the 26th day of the month for which the commission is charged, or<br>on the 5th or 26th day of each month for the previous month - in the event when the commission amount depends on fulfilment of particular conditions |
| For using the GOnline Biznes System (monthly)                        | on the 10th day of each month for the previous month   |
| For SMS notifications within the GOnline Biznes System               | on the 10th day of each month  |
| Commission for a token (monthly)                                     | on the 26st day of each month for the previous month   |
| Commission for preparing and sending consolidated account statements | on the 1st day of each month for the previous month  |

| TITLE   | DATE   |
|---|--|
| Execution of instructions based on MT101 orders submitted by the Account Holder via the Connexis System (monthly) | on the 10th day of each month                        |
| Service of MT940 statements for the Account Holder - the Connexis System user (monthly)                           | on the 10th day of each month                        |
| For the use of the Connexis System  | on the 10th day of each month                        |
| Monthly fee for maintaining a high balance in EUR, CHF, DKK, SEK,   | on the 10th day of each month for the previous month |

|   |  |
|---|--|
| USD, GBP, HUF, CZK, OK, PLN (monthly)                                     |  |
| Yearly fee for maintaining a high balance at the end of the calendar year | on the 10th day of January for the previous year |

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

2. In the event of termination of the Account Agreement (in whole or in part), fees charged from or in connection with Accounts that are being closed may be charged at any time before the Account is closed.

#### IX. Provisions pertaining to Payment Services Suppliers

##### \$52. Obligations of Payment Services Suppliers

- A Payment Services Supplier shall file with the Bank documents confirming their authorisation as soon as they are entered into the register of payment services suppliers or receive notification authorising to operate in Poland as a Payment Services Supplier.
- A Payment Services Supplier, in provision of payment services or services of issuing and redemption of electronic money to their customers, may only use those services of the Bank that have been made available to them for that purpose. The Bank ensures impediment-free and effective use of its services made available to the Payment Services Suppliers for that purpose.
- The Payment Services Suppliers shall, for the whole period of cooperation with the Bank:
  - operate in compliance with the law, including strict observance of the Act on Anti-Money Laundering and Counter-Terrorism Financing of 1 March 2018 in the scope in which it relates to the obliged entities (with particular emphasis on Article 118 thereof), Act on Payment Services, Regulation (EU) 2015/847 of the European Parliament and of the Council of 20 May 2015 on information accompanying transfers of funds,
  - provide the Bank immediately, at its request, with any necessary information on:
    - its performance of its duties related to counteracting money laundering and terrorism financing,
    - its observance of sanctions and embargoes,
    - immediate ordering party and the ultimate beneficiary of each transaction realised via the Bank,
    - transactions which seemed suspicious to the Bank, the authorised bodies or other participants of the payment market. Such doubts may in particular relate to counteracting money laundering and terrorism financing and observance of sanctions and embargoes;
  - not make the accounts opened with the Bank available to third parties,
- In order to make it possible for the Bank to correctly recognise the money laundering and terrorism financing risk referred to in Article 33, para. 4 of the Act on Anti-Money Laundering and Counter-Terrorism Financing dated 01 March 2018 as well as to apply the financial security measures referred to in Article 34 para. 1 thereof, the Payment Service Provider shall immediately inform the Bank:
  - of the authorisations obtained to operate as Payment Service Provider in Poland and any changes or loss to these authorisations,
  - of public registers in which those authorisations and changes are disclosed,
  - truly and completely of its status, condition, intentions and operation in Poland, in particular by answering the Bank's questions included in a relevant survey,
  - of any Account used by the Payment Service Provider in order to provide payment services,
  - of public warning issued by authorised bodies in respect to the Payment Service Provider,
  - of incidents (events) of breach by the Payment Service Provider:
    - of the provisions of the Act on Anti-Money Laundering and Counter-Terrorism Financing of 1 March 2018,
    - of the provisions of Article 118 of this Act, including failure to comply with the recommendations and communications of the General Inspector of Financial Information (GIIF) or a sanctions list of the Ministry of Interior and Administration,
    - of the provisions regarding counteracting money laundering and terrorism financing of other EU member states,
  - of important facts or risks that may impact the performance of the Account Agreement, other than specified in items a-f.
- The Bank maintains Currency Accounts for Payment Service Providers in selected Currencies only.
- The Payment Service Provider shall, in the cases of all fund transfers carried out using the Accounts, comply with the requirements set out in Regulation (EU)

2015/847 on information accompanying fund transfers or the Regulation which will replace it. In meeting these requirements, the Payment Service Provider uses the "Uniform standard for encoding information accompanying transfers in the service of non-bank payment institutions (Standard for payment messages used by banks and non-bank payment institutions)" located on the website of the Polish Bank Association at: <https://zbp.pl/aktualnosci/wydarzenia/Standard-kodowania-informacji>.

##### \$53. Material reasons for termination of an Account Agreement for a Payment Service Provider

- The Bank has the right to unilaterally terminate an Account Agreement for a Payment Service Provider without notice if the Payment Service Provider:
  - loses authorisation to provide payment services in Poland,
  - without consent of the Bank, performs payment services operations, the nature of which was not agreed on with the Bank,
  - without consent of the Bank, uses the Bank's services to provide services, the nature of which was not agreed on with the Bank, and which is against the Bank's policy, in particular in relation to the money laundering and terrorism financing risk, does not inform the Bank of its authorisations to provide payment services, loss or change of scope of such authorisations.
- Taking into consideration the special nature of the operation and related responsibility both on the Payment Service Provider and the Bank, in the event of incidents or situations:
  - described in § 16 para. 4 section b), § 20 para. 1 section f), § 20 para. 1 section g) item (i) or (ii), or § 68 para. 1 section k-m), r) or s) of the Regulations,
  - when Account Holder is placed on the public warning list of dishonest entrepreneurs kept by the PFSA or a similar list kept by a relevant supervisory body of another EEA country,
  - when the Account Holder's actions suggest that they fail to comply with the special restrictive measures referred to in Article 118 of the Act on Anti-Money Laundering and Counter-Terrorism Financing of 1 March 2018, in particular that they fail to comply with the international sanctions recommendations and communications of the GIIF or with the sanctions list of the Ministry of Interior and Administration,
  - when the Account Holder uses the PSP Account in breach of the Account Agreement,
  - when the actions of the Account Holder indicate that they fail to comply with the requirements set out in Regulation (EU) 2015/847 on information accompanying transfers of funds or a Regulation that will replace it,

The Bank - in the face of the high risk of money laundering and terrorism financing - is entitled to terminate the Payment Service Provider's Account Agreement without notice.

#### X. Final provisions

##### \$54. Account Statements

- The Account Statements are forwarded at dates and in the manner agreed on in the Account Agreement or in a written Instruction of the Account Holder, accepted by the Bank. The Account Holder can choose in particular the statements prepared on:
  - a daily basis, on every Business Day for the preceding Business Day, or
  - a weekly basis, on the Business Day chosen by the Bank for the preceding calendar week.
- If the Account Holder has not chosen any type of account statements and the manner in which the Account Holder wishes to receive them, monthly statements required under the Civil Code are sent by the Bank free of charge.
- Upon the Account Holder's request, the Bank Unit maintaining the Account makes copies of statements for this Account for a fee determined in the Table of Commissions and Fees.

##### \$55. Change in Account Holder's Personal Data

- The Account Holder shall notify the Bank of any changes of data which the Account Holder provided to the Bank upon concluding the Account Agreement.
- The Bank may update the Account Holder's data on the basis of current information from the National Court Register (KRS), Central Registration and Information on Business (CEIDG) or other publicly available registers. The Bank posts the information about the current data in the GOnline Business System, sends it to the Customer at the e-mail address provided or delivers it to the Customer in another form.

##### \$56. Correspondence with Bank

- The Account Holder shall inform the Bank in writing or with an Electronic Signature about any change in its mailing address by providing current documents with changed data to the Bank. The Account Holder shall inform the Bank, in any form, of changes to its registration data as disclosed in the relevant register.
- Any communication sent by the Bank to the Account Holder by post or courier to the last mailing or

permanent address specified - if the Account Holder provided no mailing address - shall be deemed duly served.

- Communications may be sent by the Bank to the Account Holder's e-mail address.

##### \$57. Authorisation, hold put on the Account

- The Bank shall charge the Accounts maintained by the Bank in favour of the Account Holder (except for the Escrow Account, the Trust Account and term deposit accounts), with funds necessary to satisfy the matured receivables of the Bank due from the Account Holder, without the need for an additional instruction to be submitted by the Account Holder and shall make a contractual deduction (without the need for an additional declaration of will) of any of its matured receivables due from the Account Holder under the Account (except for the Escrow Account or the Trust Account and term deposit accounts). The Bank shall immediately notify the Account Holder about such an offset made. The Bank will inform the Account Holder of the amount charged by displaying it in the Account statement.  
If the Bank's receivable under the deduction is expressed in a different currency than the account currency, the Bank shall make the conversion pursuant to the provisions of §19 accordingly,
- The Bank has the right to put a hold on funds on the Account (except for the Escrow Account or Trust Account) whenever an event of default occurs under an agreement based on which the Bank has granted financing to the Account Holder or a third party, if the Account Holder is obliged to repay such financing (as a surety or for another reason), provided that occurrence of such event of default authorises the Bank to terminate the agreement. The period for which the account remains on hold cannot exceed the period during which the event of default continues to exist. The account may be put on hold up to the current debt due to the Bank under the agreement to which the event of default applies. The Bank shall immediately notify the Account Holder that a hold has been put on or released from his/her account.

##### \$58. Unauthorised debit balance

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

##### \$59. Limitation of the Bank's liability

- The Bank shall not be held liable for effects of disclosing, via Electronic Access Channels, the information subject to banking secrecy to the person identified by the Bank as the User in connection with providing correct information necessary to make such an identification or Payment Transaction authorisation or to conclude a Transaction, in particular the password, the PIN number, an SMS Code, the private key or a token-generated code.
- The Bank shall not be held liable for damage caused by making an instruction with an incorrect account number.
- The Bank shall not be held liable for any damage resulting from the circumstances beyond the Bank's control, i.e.:
  - the Bank's justified actions in order to apply the generally binding law provisions or decisions, opinions, rulings or interpretations by public bodies, including supervisory authorities and courts,
  - the Bank's application of financial security measures defined in the Account Agreement or anti-money laundering and financing of terrorism laws.
- In no situation shall the Bank be liable for any lost opportunity.
- In the event of a delay in payment by the Bank at the fault of the Bank, the maximum limit of the Bank's liability in the amount of statutory interest for the payment amount for the period of delay.

##### \$60. Liability for unauthorised Payment Transactions

- In the event of occurrence of Payment Transactions which have not been authorised by the User, the Bank shall be obliged immediately, but not later than by the end of the Business Day following the day on which the unauthorised Payment Transaction is found to have occurred or the day of receiving the relevant notification made by the Account Holder under the terms specified in the Regulations, to restore the debited Account to the state as it would have been had the unauthorised Payment Transaction not taken place, subject to the provisions below.
- The Account Holder is responsible for Payment Transactions which have not been authorised by the User in full, if the given Payment Transaction is a result of:
  - using the device, serving the User to use Electronic Access Channels, lost by or stolen from the User, or

- b) misappropriation of the device by means of which the User uses the Electronic Access Channel.
- The Account Holder is liable for unauthorised Payment Transactions in full amount if the User has led to them intentionally, or as a result of an intentional or resulting from a failure to exercise due diligence breach of at least one of the safety obligations set forth in the Regulations, including (i) the use of the device with which the User is using the Electronic Access Channel contrary to the Agreement, (ii) failure to immediately notify the Bank or an entity indicated by the Bank of any loss, theft, misappropriation or unauthorised use of this device or unauthorised access to this device, (iii) failure to take necessary measures to prevent violation of individual security features of this device, in particular of storage of the device with due diligence and preventing unauthorised persons from access to it, or (iv) failure to verify, using the GOnline Biznes System, whether he/she has logged on to the Bank's website or whether the SMS code is intended to approve the action he/she plans to take.
  - After submitting, pursuant to §46 para. 6 of the Regulations, a notification of occurrence or suspicion of occurrence of a situation putting the security of the Electronic Access Channel at risk, the Account Holder is not held liable for unauthorised Payment Transactions, unless they resulted from the User's deliberate action. If the Bank fails to ensure a possibility of making a notification, the Account Holder shall not be held responsible for unauthorised Payment Transactions, unless they resulted from the User's deliberate action.
  - The Bank shall not return the amount of an unauthorised Payment Transaction to the Account Holder if it has reasonable and duly documented grounds to suspect fraud and shall inform in writing the law enforcement authorities about it.
  - Rules of refund of the unauthorised Transaction amount shall apply also to Transactions initiated through a PIS Supplier.

#### **§61. Notification of the Bank on irregularities in Payment Transactions, Payment Transaction Complaints**

- The Account Holder shall immediately notify the Bank about any identified unauthorised, non-performed or improperly performed Payment Transactions, in the following forms: verbally, in writing, in person, by a proxy, by phone or via email or in each Bank Unit.
- If the Account Holder fails to make such a notification regarding unauthorised, non-performed or improperly performed Payment Transactions within three (3) months from the date of debiting the Account, or from the date on which the transaction was to be executed - the Account Holder's claims against the Bank for unauthorised, non-performed and improperly performed Payment Transactions shall expire.
- In order to make complaint processing more efficient, complaints shall include all the information that might help process them, likewise copies of the documents which refer to an action being the subject of the complaint and shall specify the grounds for complaint filing.
- At the Bank's request, the Account Holder shall provide additional information or documents if, in the Bank's opinion, such information or documents are essential to process a complaint.
- Complaints concerning Payment Transactions and provision of other services regulated by the Payment Services Act shall be processed by the Bank and replied to immediately, no later than within 15 Business Days from the date of receipt of the complaint. To observe the time limit it is sufficient to send the reply before the time limit expiry. In particularly complex cases that prevent the Bank from resolving the complaint within the above time frames, in the information delivered to the Account Holder, the Bank explains the reasons for the delay, specifies the circumstances that need clarification and sets a time scale for solving the complaint that cannot exceed 35 Business Days of the complaint receipt. To observe the time limit it is sufficient to send the reply before the time limit expiry, and for replies given in writing, sending the letter in a post office of a designated service provider, i.e., the provider obliged to provide universal postal services.

#### **§62. Other Complaints**

- With respect to matters other than those defined in § 61, the Account Holder may lodge complaints (reservations) in the Bank concerning services provided by the Bank. Complaints shall be lodged immediately after the occurrence of circumstances which raise doubts of the Account Holder, which will facilitate and accelerate a fair consideration of the complaint. In the event of an Account Holder who is a natural person, rules defined in para. 2-4 shall apply.
- Complaints may be lodged (i) in writing – in person in the Bank's branches or registered office, or by mail sent to the address of the Bank's branch or registered office, (ii) orally – by telephone at the call centre number +48 22 566 99 99 (a call charge according to operator's price list), or in person to be minuted in the Bank's branch or registered office, and (iii) by electronic means - through electronic banking systems, using a complaint form at the Website or to the address for electronic deliveries (e-

Deliveries). Full contact details of the Bank's branches and registered office are provided at the Website and in the Bank's branches.

- When the Account Holder has lodged a complaint, the Bank considers the complaint and provides a reply to the Account Holder in the same form (paper or electronic) in which the complaint was submitted, unless the Account Holder has requested that the reply be provided in a specific form. For oral complaints, the reply shall be provided in either paper or electronic form, as requested by the Account Holder.  
The complaint is considered by the Bank and the reply is provided immediately, no later than within 30 days of the date of the complaint receipt. In particularly complex cases that prevent the Bank from resolving the complaint within the above time frames, in the information delivered to the Account Holder, the Bank explains the reasons for the delay, specifies the circumstances that need clarification and sets a time scale for solving the complaint that cannot exceed 60 days of the complaint receipt, if the Account Holders are natural persons.
- The Bank's complaints procedure does not exclude the Account Holder's claims arising from the law provisions applicable to the Agreement. The Account Holder may also apply for considering the case to the Financial Ombudsman, pursuant to the Complaint Act.

#### **§63. Assignment and pledge of receivables**

Receivables arising from the Account Agreement shall not be assigned to any third party without the prior consent in writing or with an Electronic Signature of the other party.

#### **§64. Representations and requests**

- Declarations of will or knowledge submitted by the Parties in scope of execution of the Account Agreement, shall be delivered in writing or with an Electronic Signature, unless the Account Agreement specifies otherwise.
- The Account Holder who makes a statement using an Electronic Signature shall not make available their data or data of devices for affixing the Electronic Signature to third parties (including access data for email or a mobile phone) and shall properly secure such access in order to avoid the possibility of third parties signing the document.

#### **XI Conditions for amending the Regulations**

##### **§65. Amendment to the Regulations**

- The Bank may unilaterally amend the Regulations exclusively for significant reasons, including:
  - introduction of new or amendments to the applicable law provisions, or issuance by authorised state bodies of recommendations or interpretations, as well as a specific administrative decision on the manner of these law provisions application - to the extent to which the Bank is obligated to implement or apply such provisions in order to duly perform the Account Agreement,
  - changes in the Bank's products and services related to technical and IT progress, which increase security or facilitate using the services and products of the Bank by the Account Holder, provided that this ensures due performance of the Account Agreement, and makes it necessary to adjust the provisions of the Regulations,
  - change of the functionality of banking services or products offered by the Bank resulting from changes of the Bank's IT infrastructure,
  - improving the clarity of rules and deadlines for setting the FX rates or changing the frequency of setting the FX rates or indicating a source, independent from the Bank and publicly accessible, which is the basis for the FX rates set by the Bank,
  - new functional, organisational or technical solutions introduced by the Bank,
  - the introduction by the Bank of new banking products or a change in the functioning of existing ones, including to the extent resulting from the amendment or application of new reference benchmarks
  - modification of the Bank's IT system with which the Bank performs the activities covered by the Regulations,
  - changes in the scope, manner or form of the Bank's performance of activities covered by the Regulations;
  - withdrawal from the Bank's offer of a product or service under the Agreement and covered by the Regulations.
  - In order to introduce change of name of a document or a service, editorial or structure changes or to make existing provisions of the Table of Commissions and Fees more precise;
- Subject to provisions of §49 para. 6, the Bank shall inform the Account Holder of a planned amendment to the Regulations, electronically or in writing, not later than 14 days before the proposed effective date of the amendment.
- Within 14 days of receipt of a notification about amendments to the Regulations, the Account Holder may submit a written statement that they do not accept the amendments without paying any fees on that account, which results in termination of the Account Agreement upon one-month notice, otherwise the amendments shall be deemed accepted by the Account Holder and become effective.

- The termination of the Account Agreement in the manner referred to in para. 3 shall have no impact on the Transactions concluded prior to the termination of the Account Agreement and all provisions of the Account Agreement, including the provisions of the Regulations and the Table of Commissions and Fees shall remain in force with respect to such Transactions, until their complete execution.

#### **XII. Amendment, termination and expiry of the Account Agreement**

##### **§66. Form of amendments to Account Agreement**

- Any amendments to the Account Agreement must be made in writing or with an Electronic Signature, otherwise they are null and void, unless the Account Agreement or the Regulations specify otherwise.
- If individual pricing terms are agreed between the Bank and the Account Holder, the Bank shall provide the Account Holder with a confirmation of such individual pricing terms in electronic or paper form.

##### **§67. Account Agreement Termination by Account Holder**

- The Account Holder may terminate the Account Agreement at any time upon a 30-day notice, whereas in the event the Account Holder has unsettled Transactions or Term Deposits, the Account Agreement shall expire, respectively, upon the Settlement Date of the last Transaction / upon maturity of the last Term Deposit (during the notice period, a revolving Term Deposit shall not be rolled over for subsequent periods).
- Termination of the Account Agreement may also include termination of Term Deposits concluded, which means early termination of all Term Deposits concluded for a period longer than the notice period of the Account Agreement. In such a case provisions of the regulations that govern breaking a Term Deposit shall apply.
- A notice of the Account Agreement termination addressed to the Bank shall be made in writing or with an Electronic Signature, otherwise it shall be deemed null and void.
- Upon termination or expiry of the Account Agreement, the Bank puts the funds deposited on the Account at the Account Holder's disposal. The funds shall bear no further interest.
- In the event of termination of the Agreement, the Account Holder shall:
  - pay dues to the Bank, including all fees and commissions due to the Bank until the expiry of the Account Agreement, under pain of starting execution proceedings;
  - in the event of a positive balance on the last VAT Account and of closing of the Account for which the last VAT Account is maintained, make an instruction to post the funds to the Account Holder's VAT account held with a different bank.
  - dispose of the funds on the Account at the latest by the expiry date of the Account Agreement.

##### **§68. Account Agreement Termination by Bank**

- The Bank may terminate the Account Agreement upon a 30-day notice for important reasons, in particular when:
  - the Account Holder failed to provide the Bank with required information, provided the Bank with false information, failed to provide the Bank with required documents or provided the Bank with documents that are forged or attest to untruth or the Account Holder has misled the Bank in any other manner when concluding or performing the Account Agreement
  - the Account Holder fails to comply with the provisions of the Regulations or the Account Agreement;
  - within 14 days from the date of respective notice, the Account Holder has failed to pay the sum of commissions or fees, charged by the Bank for the Account maintenance;
  - the Account Holder, User, Proxy or any person that is a member of governing bodies of the Account Holder, its shareholder or stakeholder, has committed a crime defined in the provisions of Chapters XXXIII-XXXVII of the Penal Code (consolidated text and Article 586-592 of the Code of Commercial Companies and Partnerships) or uses the Account against the law or for illicit purposes;
  - within uninterrupted period of six (3) months, no transaction is carried out on the Account, except for the interest rate capitalisation or charging fees and commissions due to the Bank;
  - the Account Holder has ceased to conduct the activity, in connection with which the Bank opened the Account;
  - The Account Holder conducts business activity without the required permit or illegally;
  - the Account Holder's conduct disrupts servicing the Account by the Bank, customer services rendered to other customers, or it jeopardises or violates the interest of the Bank, of other customers or the Bank's employees;
  - the persons authorised to represent the Account Holder place contradictory instructions or there is a dispute as to who is authorised to represent the Account Holder;

- j) the Account Holder, on whose Account a hold has been put under the Regulations, fails to eliminate the reasons for putting a hold on the Account, within the time frames specified in a written notice or notice with an appended Electronic Signature sent by the Bank to the Account Holder;
  - k) There is a justified suspicion of violation by the Account Holder of the law provisions related to anti-money laundering and financing of terrorism, or using the Bank's activity to carry out criminal or related activities,
  - l) failure to provide the Bank with any data, information or documents, required under the applied by the Bank financial security measures, stipulated in Article 34 of the Act of 01 March 2018 on Anti-Money Laundering and Counter-Terrorism Financing,
  - m) negative assessment of risk within the meaning of Article 33 of the Act of 01 March 2018 on Anti-Money Laundering and Counter-Terrorism Financing,
  - n) withdrawal of a product or service offered under the Agreement from the Bank's offer or unavailability of a product or service in the SME and Corporations Business Line,
  - o) amendments to the Bank's business strategy.
  - p) amendments to the applicable law provisions that hinder or impair provision of services under the Account Agreement,
  - q) The Bank found out that another issuer of electronic payment instruments recorded the Account Holder as a person who fails to duly perform his/her electronic payment instrument agreement,
  - r) The Account Holder, his/her statutory representative, Attorney or any party to a payment transaction or other transaction made with the use of any Account held by the Holder, including an Escrow Account is an entity on which domestic or international sanctions have been imposed, or embargoes imposed by the European Union, the United Nations Organisation and the United States of America (sanctions in the remit of the Department of State or Department of Treasury),
  - s) The Account Holder, his/her statutory representative or Attorney, and parties to the Escrow Account, use a given Account to conduct an activity which - in the Bank's justified opinion based on applied financial security measures required by the Anti-Money Laundering and Counter-Terrorist Financing Act - may be used by an entity on which domestic or international sanctions have been imposed, or embargoes imposed by the European Union, the United Nations Organisation or the United States of America (sanctions in the remit of the Department of State or Department of Treasury).
  - t) The Bank has the right to terminate the Agreement for all Accounts without a termination notice if there has been no turnover in the previous 12 months in all of the Holder's Accounts besides interest and fees, and total funds on these Accounts do not exceed PLN 100 and if the above Accounts are not linked to other products that the Account Holder can use under the Agreement or other agreements concluded with the Bank, under which it is necessary to maintain the above Accounts.
2. Termination of the Account Agreement may also include termination of Term Deposits concluded, which means early termination of all Term Deposits concluded for a period longer than the notice period of the Account Agreement, on the Account Agreement notice period. In this case, interest on the Term Deposit shall be accrued for the period of its actual duration. In the event of termination of the Agreement by the Bank, the Account Holder shall:
    - a) pay dues to the Bank, including all fees and commissions due to the Bank until the expiry of the Account Agreement, under pain of starting execution proceedings;
    - b) in the event of a positive balance on the last VAT Account and of closing of the Account for which the last VAT Account is maintained, make an Instruction to post the funds to the Account Holder's VAT account held with a different bank
    - c) dispose of the funds on the Account at the latest by the expiry date of the Account Agreement.
  3. Upon the lapse of the Account Agreement notice period, the Bank puts the funds deposited on the Account at the Account Holder's disposal. The funds shall bear no further interest. Transfer of funds is only possible to an account of the Account Holder maintained with that bank.
  4. If there are any funds left in the VAT Account after the Agreement is terminated, the Bank shall post them to a technical account and pay them to the Account Holder on receipt of the information of the Head of Tax Office referred to in Article 108b para. 14 of the VAT Act.
- b) on the date referred to in § 68, para. 1, section t) as long as the Bank decided to terminate the Account Agreement,
  - c) after the Bank receives reliable information about the death or termination of the Account Holder's legal existence, with effect on the day of that event, with the reservation that in the case of a natural person the Account Agreement is terminated not earlier than one year after the date of the Account Holder's death and provided that no succession management has been established.
2. In case of termination of the Account Agreement in the part concerning the Account to which only one VAT Account relates, the Account Holder shall submit an Instruction to transfer the funds gathered on the VAT Account to another VAT Account. If the Account Holder fails to submit such Instruction within the notice period, the Bank may make a transfer from such VAT Account to a VAT Account of its choice.
  3. If there are funds in the VAT Account on the closing date and the Customer has not provided the Bank with an instruction to transfer these funds, the VAT Account will be closed and the funds will be credited to the technical VAT account.
  4. Funds from the technical VAT account may be derecognised if the Bank receives a decision of the Head of the Tax Office via the STIR platform with a consent to derecognition of these funds.

#### **§70. Court Jurisdiction**

If the Account Holder is not a natural person, any disputes that may arise out of the agreements, which the Regulations have become an integral part of, shall be settled by the court having jurisdiction over the venue of the Bank's registered office.

### **XIII. Final Provisions**

#### **§71. Access to personal data**

1. The Bank hereby informs you that in relation to effecting international cash transfers via the Society for Worldwide Interbank Financial Telecommunication (SWIFT) the personal data may be accessed by the government administration of the United States of America.
2. The Bank hereby informs, and the Account Holder agrees, that in the case of SEPA Transfers, personal data may be accessed by EBA Clearing or its subcontractors with whom EBA Clearing may cooperate as the operator of the STEP2-T SEPA Credit Transfer system.

#### **§69. Account Agreement Termination Date**

1. The Bank Account Agreement shall be terminated:
  - a) after the lapse of the notice of termination period,



## BMR Appendix

### \$1

This Appendix no. 1 to the Regulations regarding Accounts and Provision of Other Services for Corporate Customers and Customers from the Small and Medium-sized Enterprises Segment, constituting an integral part of the Regulations, hereinafter referred to as the "Rules", constitutes a set of rules of conduct of the Bank in the event of a temporary or permanent discontinuation of the Base Rate or a change in the method of its calculation.

### \$2

Capitalised expressions used in these Rules and not defined in the Regulations shall have the following meaning:

1. **Administrator** means an entity that has control over the provision of an Index,
2. **Application Day** means a day on which the Parties are to apply the Base Rate to determine the Parties' performance in accordance with the Agreement,
3. **Conversion Date** means:
  - a) in the event of a Notice of Non-Authorisation, the later of the following:
    - i. the first day after the period of 15 Business Days following the Notice of Non-Authorisation, or
    - ii. the first day on which the Existing Rate cannot be lawfully applied in relation to the agreements specified in BMR,
  - b) in the event of a Notice of Cessation of Publication, the later of the following:
    - iii. the first day after the period of 15 Business Days following the Notice of Cessation of Publication, or
    - iv. the first day on which the Existing Rate is not published in connection with the Notice of Cessation of Publication, or
  - c) in the event of a Loss of Representativeness, the later of the following:
    - v. the first day after the period of 15 Business Days following the Notice of Loss of Representativeness,
    - vi. the first day on which the Existing Rate has ceased to be representative in accordance with the Notice of Loss of Representativeness.
4. **EURIBOR** means the Euro Interbank Offered Rate administered by the European Money Markets Institute (EMMI) or any other entity which takes over the administration of that rate in the future, relevant for the period specified in the Agreement for the Base Rate,
5. **€STR** means the Euro short-term rate administered by the European Central Bank (ECB) or any other entity that will perform this function in the future.
6. **Working Group** means a group designated by, or working under the supervision or with the involvement of, public administration bodies or market regulators, to prepare a proposal to replace the Existing Rate,
7. **Adjustment** means a positive, negative or zero value, a formula or a calculation method used to reduce or eliminate the economic consequences of the Existing Rate being replaced by the Alternative Rate. The Adjustment may include a calculation method (e.g. compounding or capitalisation of daily interest rates over the period for which interest is calculated) or other adjustments related to the replacement of the Existing Rate,
8. **Central Counterparty** means a licensed central counterparty through which the Bank clears transactions that use the Base Rate and hedge the risk of its change, e.g. LCH Ltd. or KDPW\_CCP,
9. **LIBOR** means the London Interbank Offered Rate administered by ICE Benchmark Administration Limited or any other entity which takes over the administration of that rate in the future, for the currency and tenor (period) specified in the Agreement for the Base Rate,
10. **Designating Entity** means the European Commission, the Administrator's regulator, the Administrator, an authorised public administration body or any other entity authorised in accordance with the applicable laws to recommend or determine an Alternative Rate or an Adjustment,
11. **Bloomberg Rule Book** means the current "IBOR Fallback Rate Adjustments Rule Book" or any successor document,
12. **SARON** means the Swiss Average Rate Overnight, the administrator of which is SIX Swiss Exchange or another entity which assumes this role in the future,
13. **SONIA** means the Sterling Over Night Index Average, the administrator of which is Bank of England or another entity which assumes this role in the future,
14. **SOFR** means the Secured Overnight Financing Rate, the administrator of which is Federal Reserve Bank of New York or another entity which assumes this role in the future,
15. **Alternative Rate** means the Base Rate (a benchmark within the meaning of the BMR) replacing the Existing

Rate in a Fallback Event, as determined in accordance with the Agreement,

16. **Base Rate** means the Benchmark, agreed by the Parties in the Agreement, by reference to which the interest rate on the funds accumulated on the Account is determined, specified for the currency and tenor (period), or the Benchmark, the change of which is the basis for the possibility of changing such interest rate,
17. **Existing Rate** means the Base Rate existing prior to the occurrence of a Fallback Event,
18. **RFR rate** means €STR, WIRON, SONIA, SOFR or SARON,
19. **Fallback Event** means one of the following situations:
  - a) a reliable source publicly announces that the Base Rate will not be registered or that no decision on its equivalence will be issued, or that the Administrator has not received or will not receive an authorisation or registration to provide the Base Rate, or that such authorisation or registration has been revoked or suspended ("**Notice of Non-Authorisation**"),
  - b) the Designating Entity publicly announces that the Administrator has ceased or will cease permanently to publish the Base Rate and that no successor to the Administrator will be appointed by the time of such cessation to continue the calculation or publication of the Index ("**Notice of Publication Cessation**"),
  - c) the Designating Entity publicly announces that the Base Rate has ceased or will cease to be representative of the underlying market or economic reality which the Base Rate was designed to measure, and that such representativeness cannot be restored ("**Notice of Loss of Representativeness**"),
  - d) the Base Rate will not be published for reasons unrelated to a Regulatory Event ("**Temporary Non-Publication of Benchmark**"),
20. **Benchmark** means a reference benchmark or index as defined by the BMR.
21. **Regulatory Event** means a Notice of Non-Authorisation, a Notice of Publication Cessation or a Notice of Loss of Representativeness.
22. **WIBID** – WIBID reference benchmark administered by GPW Benchmark S.A. or any other entity which takes over the administration of that benchmark in the future.
23. **WIBOR** – Warsaw Interbank Offered Rate reference benchmark administered by GPW Benchmark S.A. or any other entity which takes over the administration of that benchmark in the future.
24. **WIRON** – Warsaw Interest Rate Overnight reference benchmark administered by GPW Benchmark S.A. or any other entity which takes over the administration of that benchmark in the future.

### \$3

1. The Bank shall determine an Alternative Rate and an Adjustment in accordance with \$5–\$11 and apply them from the first Application Day falling on or after the Conversion Date, throughout the duration of the Agreement, subject to further provisions of this paragraph.
2. If, between the date of the Regulatory Event and the Conversion Date, no Existing Rate is published or can be lawfully applied, the Alternative Rate and the Adjustment shall apply from the first Application Day following the Regulatory Event. In such a case, the Bank shall establish the Alternative Benchmark and Adjustment as at the Conversion Date again.
3. After the Regulatory Event, the Alternative Rate and the Adjustment shall be applied regardless of any possible subsequent cessation of the reasons for replacing the Existing Rate.
4. A change to the method of calculating the Base Rate announced by the Administrator, including a change deemed material within the meaning of the BMR, shall not constitute an Fallback Event or a reason for amending the Agreement.
5. The provisions of the Rules shall apply *mutatis mutandis* to the situation where the Existing Rate is the basis for the possibility of changing the interest rate on the funds accumulated on the Account.

### \$4

In the event of Temporary Non-Publication of a Benchmark, the Bank shall apply the most recent available Base Rate from before the date of Temporary Non-Publication of the Benchmark. If a Regulatory Event occurs during a period of Temporary Non-Publication of a Benchmark, the solutions applicable to the Regulatory Event shall apply.

### \$5

1. In the event of a Regulatory Event relating to LIBOR, EURIBOR, EURIBID or WIBID the solutions described in \$6 and \$12 shall apply first. If it is not possible to apply the

solutions described in \$6, those described in \$7–\$12 shall be applied.

2. In the event of a Regulatory Event relating to the Base Rate other than LIBOR, EURIBOR or EURIBID the solutions described in \$7–\$12 shall be applied.

### \$6

1. If a Regulatory Event occurs in relation to LIBOR, the Bank shall use, as an Alternative Rate, the RFR in the currency corresponding to the Existing Rate:
  - 1) for GBP LIBOR (British pound LIBOR) – SONIA,
  - 2) for CHF LIBOR (Swiss franc LIBOR) – SARON,
  - 3) for USD LIBOR (US dollar LIBOR) – SOFR,
2. In the event of a Regulatory Event in relation to EURIBOR, the Bank shall apply the €STR Alternative Rate.
3. If a Regulatory Event occurs in relation to WIBID, the Bank shall use WIRON as the Alternative Rate.
4. The Bank shall apply the Adjustment determined in the manner described in \$12 to the Alternative Rate.

### \$7

If a Regulatory Event occurs, the Bank shall apply the Alternative Rate and the Adjustment indicated by the Designating Entity, provided that the indication applies to the type of customers to which the User belongs and the type of contractual relationship to which the Agreement corresponds. If the Designating Entity does not indicate the Adjustment (or does not indicate that the Adjustment is not to be applied), the Adjustment shall be determined by the Bank in the manner described in \$12.

### \$8

If the Bank cannot apply the solution described in \$7, it shall use the Alternative Rate and the Adjustment indicated by the central bank for the currency of the Base Rate, provided that the indication concerns clients of the category that the User belongs to and contractual relationships of the type which includes the Agreement. If the central bank competent for the currency of the Base Rate does not indicate a Adjustment (or that the Adjustment is not to be applied), the Adjustment shall be determined by the Bank in the manner described in \$12.

### \$9

If the Bank cannot use the solutions described in \$7–\$8, the Bank shall apply the Alternative Rate and the Adjustment indicated by the Working Group, provided that the indication applies to the type of customers to which the User belongs and the type of contractual relationship to which the Agreement corresponds. If the Working Group does not indicate an Adjustment (or does not indicate that the Adjustment is not to be applied), the Adjustment shall be determined by the Bank in the manner described in \$12.

### \$10

If the Bank cannot use the solutions described in \$7–\$9, the Bank shall apply the same Alternative Rate and Adjustment as those applied by the Central Counterparty in relation to the Benchmark corresponding to the Existing Rate.

### \$11

If the Bank cannot use the solutions described in \$7–\$10, the Bank shall apply, as an Alternative Rate, the reference rate of the central bank relevant to the currency of the Base Rate. The Bank shall apply the Adjustment determined in the manner described in \$12.

### \$12

1. This \$12 shall apply unless otherwise provided for in the Rules.
2. Subject to para. 3, the Adjustment is calculated as the median of differences between the Existing Rate and the Alternative Rate for a period of five years (or a shorter period if the Existing Rate or the Alternative Rate was calculated for a shorter period) prior to the date of the Regulatory Event (subject to the adoption of specific arrangements in this respect in accordance with the Bloomberg Rule Book).
3. Where the Existing Rate is WIBID:
  - a) for the purposes of calculating the Adjustment pursuant to para. 2, the Existing Rate shall be assumed to be WIBOR with a period (tenor) corresponding to the period (tenor) of WIBID;
  - b) after calculation of the Adjustment pursuant to para. 2, the Adjustment shall be increased by a spread between WIBID and WIBOR of the following values:
    - i) for a period (tenor) of WIBID O/N or T/N - 0.2 percentage points,
    - ii) for other period (tenor) WIBID - 0.3 percentage points.
4. The Bank shall add the Adjustment to the Alternative Rate.

### \$13

If a Regulatory Event occurs, the Bank shall provide the User with information on the solution applied, the designated Alternative Rate and its value, and, if necessary, information

on the Adjustment applied in the manner envisaged for service of notices in the Agreement, and shall publish relevant information on the indication of the Alternative Rate and the determination of the Adjustment on the Bank's website at [www.bnpparibas.pl](http://www.bnpparibas.pl).

**§14**

After the Existing Rate has been permanently replaced with the Alternative Rate, the provisions of the Regulations, the Agreement and the Rules that apply to the Base Rate and the Existing Rate shall apply to the Alternative Rate and the Adjustment, respectively.

**Warsaw, 13 February 2026**