BNP PARIBAS

The bank for a changing world

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

§ 1. Scope of Regulations

1. These Regulations contain the rules according to which the Bank maintains Accounts, provides electronic banking services and executes Foreign Exchange Transactions.
2. The Bank provides electronic banking services in Electronic Access Channels.
3. Once the Parties have signed the Account Agreement, they may enter into Foreign Exchange Transactions and Placement Transactions over the phone – in accordance with the terms and conditions of the Regulations.
4. The Account Holder may conclude Foreign Exchange Transactions through the Electronic FX Trading Platform or in GOdealer – in accordance with the rules of the regulations that apply to these channels. If the Bank and the Account Holder have concluded or will conclude a master agreement that relates to Foreign Exchange Transactions, the Parties will enter into Foreign Exchange Transactions solely under that agreement – and from the date of its conclusion.
5. Unless otherwise stated in the Regulations, all provisions of the Regulations on Payment Transactions also apply to PSD Payments.
6. The provisions of the Payment Services Act of 19 August 2011, to the extent indicated in Article 16 and Article 33 thereof, **shall not apply** to the services provided by the Bank under the Account Agreement and the Regulations.

§ 2. Definitions

General terms

1. **Bank** – a bank that has the following data:
   a) business name: BNP Paribas Bank Polska S.A.
   b) registered office: Warszawa, ul. Marcina Kasprzaka 2, (postal code: 01-211)
   c) KRS number: 000 001 1571
   d) Registry Court: District Court for the capital city of Warsaw, 13th Commercial Division
   e) REGON number: 010 778 878
   f) Tax Identification Number (NIP): 526 10 08 546
   g) address for electronic deliveries: AE number: PL-78960-12101-AWHTH-24
2. **Biometric Credentials** – User's digital key – a key that:
   a) is created and stored on the phone or other mobile device when the User
   b) accepts the method of logging in or authorising the Instruction using biometric features,
   c) is generated for the fingerprint, palm contour or other biometric feature of the User, and
   d) corresponds to a unique code created by the Bank and which is permanently associated with the User's login.
   The Bank does not receive or save the biometric features or digital keys of the Users
3. **Connexis** – BNP Paribas Group's international online banking system for account management, designed specifically for entities from different countries in which the BNP Paribas Group operates.
4. **Connexis Cash Mobile** – a version of Connexis for mobile phones and other mobile devices using Android or iOS software (application), which the Bank makes available to the User using Connexis.
5. **Customer Service** – a channel for contacts between the Account Holder and the Bank (by phone or e-mail on the terms and conditions contained in a separate document).
6. **Value date** – a day from which or until which the Bank calculates interest on the funds that have debited or credited the Account.
7. **AIS Supplier** – an entity other than the Bank, which provides the Account Holder with a service consisting in making available information about the Payment Account and the related Payment Transactions (Account Information Service, AIS).
8. **CAF Supplier** – an entity other than the Bank, which issues a payment card or other payment instrument to the Account Holder, linked upon the consent of the Account Holder, to the Payment Account indicated by the Account Holder (in other words: provides the CAF service). The Bank will confirm, at the request of the CAF Supplier, the availability on the Payment Account of the amount necessary to execute the Payment Transaction executed on the basis of a given payment instrument.
9. **PIS Supplier** - an entity other than the Bank, which provides the Account Holder with a service consisting in initiation of cashless Payment Transactions from the Payment Account (Payment Initiation Service, PIS);
10. **Payment Service Provider** - an entity which is an Account Holder operating in Poland as a payment service agency, a small payment institution, a payment institution, an electronic money institution or a branch of a foreign electronic money institution or a bank offering payment services only.
11. **Available Balance** – funds on the Account that have been:
    a) increased by the funds of credit products linked to the Account (in the case of a Split Payment, it also includes funds in the VAT Account linked to the Account) and
    b) reduced by transactions executed but not settled and by blockades executed by the Bank (including for the purpose of enforcement seizures).
12. **Instruction** – an instruction to execute a cash settlement that the Account Holder orders to the Bank. The Instruction applies in particular to: cash deposit or withdrawal, transfer, transfer order (including Transfer Instruction) , direct debit, Card settlement, opening or termination of a Term Deposit or other operations related to the maintenance of the Account.
13. **Business Day** - any day from Monday to Friday, except for public holidays or or non-working days for institutions or financial markets required to settle or determine the parameters necessary for the settlement of Foreign Exchange Transactions or Payment 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
14. **Electronic FX Trading Platform** – the Bank's online transaction platform, in which:
    a) Transactions can be concluded,
    b) the Account Holder receives information on the financial market and
    c) the Account Holder uses other services provided by the Bank.
    The rules for using the Electronic FX Trading Platform can be found in separate regulations.
15. **Electronic Access Channels** – technical and functional solutions that:
    a) are made available by the Bank,
    b) allow access to the Account,
    c) allow the User to order transactions or other activities initiated by the User
    Details on the functions and operation of the Electronic Access Channels can be found on the Website and in the Bank's Units.
16. **GOdealer** – an application for mobile devices with the Android or iOS system in which the User:
    a) concludes Foreign Exchange Transactions,
    b) receives information on the financial market, and
    c) uses other services made available by the Bank.
    The Bank may make GOdealer available in various versions.
17. **Cut-off Time** - depending on the context:
    a) in relation to Payment Transactions – time on a Business Day:
       - which the Bank determines for a given outgoing and incoming Payment Transaction, and
       - after which the Bank treats the received instructions as if they had been received on the next Business Day.
    b) in relation to Foreign Exchange Transactions – the time on the Business Day by which Transfer Instructions must be submitted in order to be executed on the same day.

A list of all Cut-off Times for particular Foreign Exchange Transactions can be found on the Website and in the Bank's Units,

c) with regard to Customers for whom the Bank acts as a depositary as defined in the Act on Investment Funds and Alternative Investment Fund Management: the time by which the Customer should submit the Transfer Instruction in order for it to be executed on a given Business Day (after all other requirements have been met). The Bank sends the list of depositary Cut-off Hours for particular Payment Transactions electronically.

18. **GOmobile Biznes** – the version of GOonline Biznes for mobile devices (application), which the Bank makes available to the User using GOonline Biznes.
19. **GOonline Biznes** – the Bank's online banking system.
20. **BNP Paribas Group** – a corporate group to which the Bank belongs and which consists of entities directly or indirectly controlled by BNP Paribas S.A. with its registered office in Paris.
21. **IBAN (BAN)** – International Bank Account Number (or Bank Account Number) – a number that is a unique identifier for this account in Payment Transactions.
22. **Hotline** – a round-the-clock general hotline of the Bank, in which the Customer may, among others, disable selected Electronic Access Channels outside of Customer Service working hours.
23. **Individual Pricing Terms (IPT)** – individual price conditions agreed between the Bank and the Customer.
24. **Bank Unit** – the Bank's branch, sub-branch, the Bank's franchise branch or the business centre, or another unit in which the Bank's activity is conducted or a relevant, separated department that concludes Foreign Exchange Transactions. A list of all Bank Units is available on the Website and in each Bank Unit.
25. **Card** - a payment card issued by the Bank to the Account.
26. **Personal Data Sheet (PDS)** – a document that:
    a) contains the personal data of any person authorised to submit the Instructions, and
    b) may contain a specimen signature of that person.
27. **Account Administration Card (AAC)** – a document that contains:
    a) the personal data of any person authorised to administer the Accounts in writing, and
    b) the scope of that person's authorisation.
28. **Specimen Signature Card (SSC)** – a document which contains personal data and specimen signature of each person authorised to submit Instructions in writing.
29. **SMS Code** – an authentication code for a Payment Transaction or other activity performed by the User through the Electronic Access Channels. The Bank sends the SMS Code in a text (SMS) message to the mobile phone number indicated by the User for this purpose.
30. **Passkey** - allows authentication in the login process to GOonline Biznes without the need to enter a login and password. A passkey is a secure login method that uses a pair of cryptographic keys stored on a device fully controlled by the User, which can be used after unlocking with a pin or biometrics, instead of a password. Any device compliant with the FIDO2 standard can be a dedicated device for storing passkeys, in particular, it can be dongles, computers with active Windows Hello, Android and iOS phones in FIDO2 compatible versions. The passkey is an additional login method and cannot be used to authorise the Instruction.
31. **Term Deposit** – funds in PLN or a Currency, deposited by the Account Holder for a specified period in the Term Deposit Account appropriate for a given currency.
32. **Unauthorised Debit Balance** – the Account Holder's debt to the Bank that exceeds the Available Balance. It may result, for example, from debiting the Account with the amount of the Instruction or from the Bank's commissions or fees.
33. **Charging Option** – a division of costs of effecting a Payment Transaction between the transfer's payer and payee. The Charging Options include:
    a) BEN Cost Option (CRED in ISO20022 format) – the payee covers the commissions and fees of all payment service providers involved in the execution of the transfer,
    b) OUR Cost Option (DEBT in ISO20022 format) – the payer covers the commissions and fees of all payment service providers involved in the execution of the transfer,
    c) SHA Cost Option (SHAR in ISO20022 format) – the payer covers the commissions and fees of the payer's payment service provider, and the payee covers the costs of the payee's payment service provider.
34. **Software** – software indicated by the Bank, which is intended to reduce the risk of theft of funds from bank accounts and bank data transmitted electronically – including the risk of:
    a) self-installation of malware – i.e. unlawful, automatic and implicit downloading of data when browsing websites and completing unauthorised transactions – and
    b) phishing.

    Note!
    The software is an **additional** piece of protection and **does not replace** antivirus or security software – including so-called firewalls.

35. **Member State** – a Member State of the European Union or a state that is a party to the Agreement on the European Economic Area (EEA).
36. **Power of Attorney** – a document that specifies the scope of authorisation granted to a Proxy as regards the Accounts.
37. **Proxy** – any person authorised by the Account Holder to administer the Account within the scope stipulated in the Power of Attorney.
38. **PSD Payment** - a Payment Transaction in PLN, EUR or other currency of a Member State, effected in Poland or in trading with Member States.
39. **International Payment** – a Payment Transaction in any currency with respect to which the payment service provider acting in favour of the other party to the Payment Transaction is situated in a country other than a Member State;
40. **Electronic Signature** – any:
    a) qualified electronic signature,
    b) advanced electronic signature acceptable to the Bank, and
    c) electronic signature acceptable to the Bank

    as defined in Article 3 (10)-(12) of the 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.
    The list of Electronic Signatures acceptable to the Bank is available on the Website and in Bank Units.
41. Account Holder (Customer) – an entity that is not a consumer within the meaning of the Civil Code or the Act of 26 April 2024 on Ensuring Compliance with the Requirements for the Availability of Certain Products and Services by Business Entities – an entity that has concluded an Account Agreement with the Bank.
42. **Banking Law** – the Act of 29 August on the Banking Law or any law act superseding this act.
43. **SEPA transfer** – a transfer that meets all of the following conditions:
    a) it is denominated in EUR,
    b) it is sent between accounts maintained by banks based in Members States, Great Britain or Switzerland,
    c) it includes a correct number of the payee's account, consistent with the IBAN format,
    d) it includes the SHA (SHAR) Charging Option,
    e) It does not contain additional payment instructions.
44. **Currency conversion** – a currency exchange that meets all of the following conditions:
    a) it is performed by the Bank,
    b) it is executed at the rate in force in the Bank at the moment when the Bank proceeds to execute the Instruction or book the incoming transfer:
    - the buying or selling rate of the currency, or
    - the cross rate, i.e. the exchange rate of one Currency for another Currency. In the exchange at the cross rate, the Bank uses its own buying rate, and exchanges the obtained amount in the domestic currency for the target Currency – at its own selling rate.

    The Bank sets exchange rates on the basis of current exchange rates on the interbank market, which the Bank adjusts by its fixed margin (the so-called spread) expressed as a percentage. Information on exchange rates and spreads for particular Currencies can be found on the Website and in the Bank's Units

    The definition of Currency Conversion **does not apply** to Foreign Exchange Transactions.

45. **Account** – the Account Holder's bank account maintained by the Bank under the Account Agreement – with the exception of the VAT Account.

46. **Current Account** – a settlement account as defined in the Banking Law, through which the Account Holder performs settlements related to their activity. The Current Account is the main Account of the Account Holder with the Bank.
47. **Subsidy Account** – an Auxiliary Account to which the Account Holder receives and on which they keep only funds from:
    a) subsidies from the state budget,
    b) schemes financed from the European Union budget,
    c) non-repayable aid provided by the Member States of the European Free Trade Agreement,
    d) non-repayable aid from other foreign sources.
48. **Escrow Account** - a blocked bank account maintained by the Bank under a multilateral agreement which contains the terms and conditions of withdrawal of funds from this account.
49. **Special Funds Account** – an Auxiliary Account on which the Account Holder keeps funds related to a specific part of their business.
50. **Term Deposit Account** – a term deposit account within the meaning of the Banking Law,
51. **EPLF account** – a savings and checking account maintained by the Bank for the benefit of an employee provident and loan fund.
52. **Payroll Account** – an Auxiliary Account from which the Account Holder pays remuneration.
53. **Payment Account** – each of the following two accounts:
    a) An account that is not: a Term Deposit Account, a Progressive/Placement Account, an Escrow Account or a Mass Payments Account, and
    b) a VAT account.
54. **Auxiliary Account** – a settlement account, other than the Current Account, through which the Account Holder performs settlements related to their activity.
55. **Trust Account** – a trust account as defined in the Banking Law.
56. **Progressive/Placement Account** – an account in PLN, designated only for keeping funds of the Account Holder obtained in relation with their business activity.
57. **PSP Account** – an Account maintained for the benefit of the Payment Service Provider, on which the Payment Service Provider stores funds received from users:
    a) to execute payment transactions, or
    b) in exchange for the electronic money spent.
58. **VAT Account –** a VAT account as defined in the Banking Law Act, maintained by the Bank for the Account Holder.
59. Foreign Currency Account – an Account dedicated to store cash and conduct cash settlements in Currencies.
60. **Regulations** – these Regulations regarding Accounts and Provision of Other Services for Corporate Customers and Small and Medium-sized Enterprises Segment Customers.
61. **Sanction** – any legal, economic or commercial sanction imposed by, among others, the authorities of the United States of America (for example, OFAC, i.e. the Office of Foreign Assets Control of the U.S. Treasury Department), the United Nations, the European Union, the French Republic, the Secretary of the Treasury of the United Kingdom or any other authorised institution. The sanction can take the form of an act, regulation or preventive measure, embargo, asset freeze, and the like.
62. **SEPA** – Single Euro Payments Area, a system in force in all Member States, the United Kingdom and Switzerland, in which payments can be made on the basis of uniform rules.
63. **Split payment** – payment made using the split payment mechanism referred to in Article 108a of the VAT Act;
64. **Party** - the Account Holder or the Bank.
65. **Website** — the Bank's Internet site: https://www.bnpparibas.pl/
66. **Interest Rate Table** – a list of interest rates in force at the Bank, available on the Website and in the Bank's Units.
67. **Table of Commissions and Fees** – a list of commissions and fees payable to the Bank, which is in force at the Bank.
68. **Placement Transaction** – a non-renewable Term Deposit, which the Parties conclude over the phone, under terms and conditions negotiated individually.
69. **Payment Transaction** – depositing, transfer or withdrawal of funds.
70. **Account Agreement** – a bank account agreement under which the Bank maintains an Account for the Account Holder.
71. **AML Act** - the Act of 1 March 2018 on Anti-Money Laundering and Counter-Terrorist Financing.
72. **VAT Act** - the Act of 11 March 2004 on the Goods and Services Tax.
73. **User** – the Account Holder or any person acting on their behalf – persons to whom the Bank has made available the possibility of administering the Account through any of the Electronic Access Channels.
74. **Currency** – monetary symbols that are legal tender outside Poland included in the list of convertible currencies published by the President of the National Bank of Poland.
75. **Standing Order** – an instruction to execute Payment Transactions, which:
    a) concerns the Account Holder's regular payment obligations in the territory of Poland in PLN, and
    b) is characterised by an unchanging amount of the payment obligation, a fixed calendar date for the execution of this order, unchanging payee data and a recurring title of the payment obligation.

Terms for Foreign Currency Transactions

76. **Transfer Instruction** – a transfer order that:
    a) the Account Holder addresses to the Bank in GOonline Biznes,
    b) is denominated in the Transaction Currency, and
    c) applies to the Transaction Amount (or part thereof) that the Account Holder has purchased from the Bank at the Exchange Rate.
77. **Settlement Date** - a Business Day, agreed in the Transaction Terms, when a Foreign Currency Transaction is executed (settled);
78. **Valuation Date** - each Business Day in the course of the Account Agreement, during which the Bank performs the Valuation of a Foreign Exchange Transaction.
79. **Conclusion Date -** a Business Day on which the Parties conclude a Foreign Currency Transaction.
80. **Buyer** – the party that buys the Notional Amount from the Seller – the Bank or the Account Holder, respectively.
81. **Exchange Rate** - a Settlement Currency exchange rate determined in the Transaction Terms, at which the Notional Amount is either sold or bought.
82. **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.
83. **Notional Amount** - an amount denominated in the Transaction Currency, sold by the Seller to the Buyer.
84. **Transaction Limit** – the amount that:
    a) is determined by the Bank at the request of the Account Holder,
    b) determines the estimated maximum amount of the receivables due to the Bank from the Account Holder under Foreign Currency Transactions,
    c) determines the level of risk of the Bank arising from Foreign Currency Transactions, and
    d) may differ from the actual amount of the receivables due to the Bank from the Account Holder under Foreign Currency Transactions.
85. **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 Foreign Currency Transactions.
86. **Offer** – the mode of concluding a Foreign Currency Transaction, as a result of:
    a) the Account Holder submitting – in a manner accepted by the Bank – a declaration of intent to enter into Foreign Currency Transactions, which contains material provisions of such transactions, and
    b) the Bank accepting such Offer in the time frame agreed on by the Parties.

    Foreign Currency Transactions are concluded when the Bank commences the execution of the Offer
87. **Confirmation** – a document that:
    a) confirms the conclusion of a Foreign Currency Transaction,
    b) contains information about the Transaction Terms or changes to the Transaction Terms, and
    c) the bank prepares it in the form of a durable medium.

88. **Customer Settlement Account** - an Account in the Transaction Currency or in the Settlement Currency, through which the Foreign Currency Transaction is executed - indicated in the Account Agreement.
89. **Seller** – the party that sells the Notional Amount to the Seller: the Bank or the Account Holder, respectively.
90. **Offer Validity Date** - the day, hour and minute of the official time in Poland (otherwise known as Warsaw time) that indicate the date on which the Account Holder is bound by the Offer.
91. **Foreign Currency Transaction** - a foreign currency transaction whereby the Seller shall sell the Notional Amount to the Buyer on the Settlement Date, while the Buyer shall buy it for the Settlement Amount. A Foreign Currency Transaction **is not** an Instruction.
92. **Spot Transaction** – a Transaction in which the Settlement Date is the second Business Day following the Conclusion Date.
93. **Today Transaction** – a Transaction in which the Settlement Date is the Conclusion Date.
94. **Tomorrow Transaction** – a Transaction in which the Settlement Date is the Business Day following the Conclusion Date.
95. **Settlement Currency** - a currency in which the Buyer pays for the Notional Amount to the Seller.
96. **Currency** - a currency in which the Notional Amount is denominated.
97. **Transaction Terms** – the terms and conditions agreed by the Parties on which a Foreign Currency Transaction was concluded.
98. **Valuation** – the amount denominated in PLN, which is the difference between:
    a) 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 Foreign Currency Transaction, and
    b) the current value of not matured obligations due from the Account Holder to the Bank under this transaction.

Terms for WAKE / WELCOME

99. **Account Confirmation** – a confirmation issued by the Bank when it opens a Current Account in accordance with WAKE / WELCOME.
100. **WAKE / WELCOME** – a unified scheme for opening bank accounts, which defines the rules on which the Bank opens Current Accounts – in accordance with the unified documentation of BNP Paribas Group entities with their registered offices in the European Union.
101. **Bank Account Application** – an application for opening an account and documents which contain the terms and conditions that govern opening and maintenance of a Current Account by the Bank in accordance with WAKE / WELCOME.
102. **Applicant** – an entrepreneur that submits an Application for Account Opening.

§ 3. Opening an Account in accordance with WAKE / WELCOME

1. The Applicant submits an Application for Account Opening with a bank or credit institution that:
    a) have their registered office in the European Union, or another country accepted by the BNP Paribas Group,
    b) are part of the BNP Paribas Group, and
    c) are appropriate due to the place of the Applicant's registered office.
2. In order for the Bank to open a Current Account, the Applicant must obtain a positive assessment of the Bank in the area of money laundering and terrorist financing risk.
3. The Bank issues an Account Confirmation when it opens a Current Account.

§ 4. Power of Attorney

1. The Account Holder may appoint one or more Proxies.
2. The Proxy may administer the Account and the linked VAT Account in accordance with the scope indicated in the Power of Attorney. However, in order for the Proxy to be able to:
    a) terminate the Account Agreement,
    b) grant further powers of attorney,
    c) assign receivables under the Account Agreement,
    d) change the correspondence address and the method of delivering correspondence to the Account and statements,
    e) provide access to Electronic Access Channels,
    it must be **written explicitly** in the Power of Attorney.
3. The Power of Attorney to dispose of funds on a given Account authorises the Proxy to dispose of all funds on the VAT Account that is linked to this Account.
4. Within the scope of the Power of Attorney to the Payment Account granted to the Proxy, the Proxy may consent to providing services by the AIS Supplier, PIS Supplier or CAF Supplier in favour of the Account Holder.
5. The Power of Attorney shall be made in writing or with the Electronic Signature.
   If the Account Holder has not signed the Power of Attorney in the presence of the Bank's employee or an employee of a bank of the BNP Paribas Group with a registered office abroad, the Account Holder's signature affixed to the Power of Attorney must be notarised. When the signature is certified by a foreign notary public, the Bank may require an apostille clause or legalisation of the certification.
6. The Account Holder may grant the Power of Attorney in the contents of the Account Administration Card or a separate document.
7. The Proxy should submit a specimen of their signature in the presence of an employee of the Bank, an employee of a bank of the BNP Paribas Group with its registered office abroad or a notary public on the Personal Data Sheet (PDS) or on the Power of Attorney form received from the Bank.
   If the data subject is a Proxy, it is allowed for selected processes to confirm their signature and verify the compliance of the data on the basis of submitted documents confirming identity – in this case, one of the submitted documents must be a valid Polish identity card – with simultaneous confirmation of the established identification data based on reliable and independent sources and by the Customer's representatives (that is without the presence of a Bank employee). However, the Bank has the right to verify the Customer's identity each time by an employee of the Bank – under pain of refusing to grant or block access to accounts and other products for which the Customer has concluded agreements with the Bank.
   The Bank may refuse to accept the Personal Data Sheet submitted without the physical presence of the Proxy.
8. For selected processes, the signature and verification of the compliance of the Proxy's data may be confirmed without the presence of a Bank employee on the basis of:
    a) submitted identity documents – one of them must be a valid Polish identity card,
    b) reliable and independent sources, and
    c) confirmation by the Customer's representatives.
   However, an employee of the Bank may verify the Customer's identity – under pain of refusing to grant or block access to accounts and other products resulting from the agreements concluded by and between the Customer and the Bank. The Bank has the right to refuse to accept the PDS submitted without the physical presence of the Proxy in the Bank.
9. If the Bank has doubts as to the correctness or scope of the Power of Attorney or the identity of the Proxy, it has the right to refuse to execute the Instruction submitted by that person.
10. The revocation of the Power of Attorney by the Account Holder becomes effective immediately after the Bank receives it.

§ 5. Account Administration Card (AAC), Specimen Signature Card (SSC) and Personal Data Sheet (PDS)

1. The Bank may keep an ACC or an SSC to the Accounts.
2. To change persons in the AAC, the Account Holder signs a new AAC and delivers it to the Bank. The new AAC is effective from the moment of delivery. 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, a notary public or with an Electronic Signature

- but this is not required when the AAC change concerns only the Customer's representative that is disclosed in the register.

3. If a given representative or Proxy of the Account Holder is authorised to order transactions within the meaning of the AML Act, they are obliged to submit to the Bank a duly signed and completed PDS.
4. Each representative of the Account Holder affixes a specimen of their signature on the PDS or SSC, which they will use when submitting written Instructions. The Representative shall affix this signature in the presence of an employee of the Bank, a notary public or an employee of a bank of the BNP Paribas Group with its registered office abroad, and in the case of a Proxy – in the presence of a representative of the Account Holder.
5. The Bank will execute a written Instruction that applies to the Account when it confirms the compliance of the signature from the Instruction with the template in the PDS, SSC or Power of Attorney.
6. The Bank has the right to introduce other ways of establishing and verifying the identity of the Account Holder – in particular by means of electronic devices or electronic information carriers.

§ 6. Account Interest Rate

1. Interest Rate for the funds in the Account shall be calculated at a fixed or variable interest rate on an annual basis.
2. The Bank calculates the Interest Rate for the number of days the funds have been kept in the Account - from the date of crediting the Account with these funds (including this day) to the date of debiting them to the Account (excluding this day).
   In the case of a payment or transfer into the Account, the Bank calculates interest from the Business Day on which the Bank received the funds intended for the Account Holder.
3. For the calculation of interest, the Bank assumes that a year has 365 days.
4. The Bank adds (capitalises) interest on funds in the Account on the last day of each calendar quarter. If this day is not a Business Day – the Bank does so on the next Business Day. The Bank capitalises the interest on funds in the Progressive/Placement Account on the last day of each calendar month. If this day is not a Business Day – the Bank does so on the next Business Day.
5. Subject to the provisions relating to Term Deposits, if the Account Agreement is terminated or expires before the interest capitalisation date, the Bank capitalises it on the last day of the Account Agreement. If this day **is not** a Business Day – the Bank does so on the next Business Day.
6. If the funds on the VAT Account bear interest, the Bank capitalises the interest without a separate Instruction. The Bank does this on the Current Account linked to the VAT Account – unless the Account Holder indicates another Account linked to this VAT Account.
7. The Bank may change the amount of variable interest rates if at least one of the following indicators has changed:
   a) for PLN accounts:
      - any basic interest rate set by the Monetary Policy Council (reference rate, lombard rate, deposit rate, rediscount of promissory notes, discount rate of promissory notes): by at least 0.01 p.p.,
      - mandatory reserve rate set by the Monetary Policy Council: by at least 0.1 p.p.,
      - WIBID or WIBOR benchmarks of any period, POLSTR of any period, 1Y treasury bills market yield index, market yield of the State Treasury bonds index: by at least 0.1 p.p.,
      - inflation: by at least 1 p.p. compared to the previous such indicator for a monthly, quarterly, semi-annual or annual period,

   b) for Accounts maintained in Currencies:
      - the level of the basic interest rates of the central bank of the country in whose currency the Account is maintained: by at least 0.01 p.p.,

   Information about the amount of these rates can be found:
   - on the websites of central banks or their corresponding institutions,
   - in the financial press, and
   - on the websites of financial services.

      - reference benchmarks, EURIBOR, SONIA, SOFR, SARON, ESTR, of any period: by at least 0.001 p.p.
8. The Bank shall change the amount of variable interest rates in accordance with the following principles:
   a) the direction and amount of the interest rate change does not have to coincide with the direction or amount of the benchmark change,
   b) the interest rate may change by from 0.01 p.p. to 5 p.p. and no later than within 6 months of the change in the value of the index,
   c) the interest rate changes on the basis of changes to the Regulations.
9. Variable interest rates may decrease or increase the interest rate on the Account during the course of the Account Agreement.
10. If the Bank uses a variable interest rate, which is calculated on the basis of a publicly available base rate, the interest rate changes by the same amount as the base rate. In such a situation, the Bank does not have to notify the Account Holder of the change in the interest rate.

    The publicly available base rate is, for example: lombard loan interest rate, rediscount rate of promissory notes, reference rate, mandatory reserve rate, deposit rate, market yield on annual Treasury bills, market yield on Treasury bonds, inflation index, WIBID, WIBOR, POLSTR, EURIBOR.

11. If, in the course of the Account Agreement:
    a) the costs incurred by the Bank in connection with the performance of banking activities and services through third parties increase, or
    b) the provisions of law impose additional costs on the Bank, including: creating, paying or maintaining special reserves, special funds or fees related to the performance of banking activities by the Bank,

    the Bank has the right to reduce the interest rate on funds in Accounts (including Progressive Accounts) or change the method of calculating interest – to the extent justified by the above changes and on the terms and conditions of amendments to the Regulations. The Bank does this by changing the Interest Rate Table. The Bank has 6 months from the occurrence of the above situation to change the interest rate.
12. The Bank notifies the Account Holder of the change in the interest rate in electronic or paper form. In addition, the Bank places information about the change in the interest rate on the Website.
13. Information on the interest rate applicable in the Bank can be found on the Website and in the Bank's Units.
14. The Bank may introduce promotional, higher interest rates on Accounts without prior notice. The Bank provides such information about this change by making the Interest Rate Table available on the Website and in the Bank's Units.
15. If:
    a) the Bank applies a variable interest rate, which has been determined on the basis of a publicly available base rate which is an index, and
    b) there is a permanent or temporary disappearance of this index or its significant change,

    the Bank shall follow the principles set forth in Appendix No 1 to the Regulations.

§ 7. Term Deposit Acceptance Conditions

1. The Bank opens Term Deposits when it enters into an Account Agreement with the Account Holder that relates to the Term Deposit Account.
2. The Bank may open Term Deposits:
   a) in GOonline Biznes – under the conditions indicated by the Bank in this system,
   b) over the phone as a Placement Transaction – under the conditions that the Bank and the Account Holder agree jointly.

3. 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.
4. The Bank confirms the identity of the person acting on behalf of the Account Holder as in the case of concluding Foreign Currency Transactions.
5. The Bank confirms the conclusion of the Placement Transaction in electronic form.
6. The Parties agree that the Bank may record the conversation – during which they agree on the terms of the Placement Transaction – on electronic information carriers of its choice.

The terms and conditions of the Term Deposit include, in particular:
- the type and duration of the Term Deposit, which the Account Holder chooses from those offered by the Bank,
- the amount and currency of the Term Deposit (for the Placement Transaction, the minimum amount of the Term Deposit is available on the Website – unless the Bank agrees to open the Term Deposit for a lower amount),
- the method of disposing of the amount of the Term Deposit and the interest on it (the Bank will transfer the amount of the Placement Transaction and interest to the Account from which the funds for concluding a given Placement Transaction were received),
- interest rate,
- the nature of the Term Deposit.

7. The Bank opens a Term Deposit if the amount of this deposit is on the Current Account, Auxiliary Account or Foreign Currency Account as Available Balance.
8. The funds for concluding the Term Deposit should be transferred to the Current Account or the Foreign Currency Account no later than on the day of concluding the Term Deposit **by 4:00 p.m.** If this does not happen, the transaction of opening a Term Deposit will be cancelled.
9. If the end of the Term Deposit does not fall on a Business Day, this Term Deposit will end on the next Business Day.

§ 8. Types of Term Deposits

1. A Term Deposit is either non-revolving or revolving.
2. On the day of the end of the declared period of the Placement Transaction, the Bank shall return the amount of the Term Deposit and interest thereon to the Account from which it was received.
3. On the date of the end of the declared period of the revolving Term Deposit, the Bank shall automatically renew it for the next same period and under the conditions in force at the Bank on the date of its renewal. If on the renewal date the Bank no longer offers Term Deposits of the same type, the Term Deposit is renewed on the terms of a standard deposit.
4. On the date of renewal of the Term Deposit, the Bank shall have at its disposal the interest accrued on it in a given period in accordance with the Account Holder's Instruction, that is:
   a) it returns them to the Account, or
   b) it adds it to the amount of the renewed Term Deposit.

§ 9. Breaking Term Deposits

1. The Account Holder may submit an Instruction to terminate a Term Deposit before the expiry of the period for which it was opened.
   The Account Holder terminates the Placement Transaction only by telephone.
2. As a result of the termination of the Term Deposit:
   a) the Account Holder **is not entitled to** any interest on this deposit, and
   b) the Bank returns the nominal amount of the Term Deposit to the Account from which the amount was received.

§ 10. Automatic Overnight Deposit

1. The Bank may offer the Account Holder the submission of an Instruction to automatically open a Term Deposit. It consists in the fact that at the end of each Business Day – from the funds in the Current Account, Auxiliary Account or Foreign Currency Account – the Bank will create a Term Deposit with a duration ending on the next Business Day. At the beginning of the next Business Day, the Bank transfers the amount of the Term Deposit created in this way back to the Current Account, Auxiliary Account or Foreign Currency Account respectively – this is an Automatic Overnight Deposit. The Bank transfers the interest on this deposit to the Current Account, Auxiliary Account or Foreign Currency Account at the end of the day on which the term ends.
2. On the same Business Day, the Bank may open one Automatic Overnight Deposit using funds accumulated on one Account.
3. When the Account Holder submits an Instruction to open Automatic Overnight Deposits, the Bank may automatically – without any additional Instruction – open a Term Deposit Account in the appropriate currency on which the amount of the Automatic Overnight Deposit will be stored.
4. In the Automatic Overnight Deposit Instruction, the Account Holder may determine the following:
   a) the amount which shall remain on the Account after opening the Automatic Overnight Deposit,
   b) the minimum amount from which the Bank creates an Automatic Overnight Deposit, or
   c) the amount from which the Bank creates an Automatic Overnight Deposit.

   These amounts must be equal to or higher than the threshold amount or minimum amount – that is the amounts set by the Bank.
5. If the Bank provides an Automatic Overnight Deposit, the information on:
   a) the standard interest rate and currencies of the deposit, and
   b) on a minimum threshold amount

   are available on the Website and in the Bank's Units.

§ 11. VAT Account

1. The Bank opens a VAT Account for each Account – with the exception of the Custody Account, the Term Deposit Account, the Placement/Progressive Account and the Foreign Currency Account.
2. At the request of the Account Holder, the Bank opens another VAT Account linked to the Account, which is indicated by the Account Holder.
   One Account may only be linked to one VAT Account. However, one VAT Account may be linked to more than one Account.
3. When the Bank opens a VAT Account, it provides the Account Holder with the VAT Account number in electronic or paper form.
4. If the Bank maintains more than one VAT Account and the Account Holder applies to open a new Account without specifying which of the VAT Accounts is to be linked to it, the new Account will be linked to the VAT Account linked to the Current Account.
5. Information about the balance on the VAT Account can be found in:
   a) Connexis,
   b) Connexis Cash Mobile,
   c) GOonline Biznes,
   d) GOmobile Biznes.

   The Bank also provides it to the Account Holder by making account statements available.

§ 12. Progressive/Placement Account

1. If the Bank maintains a Current Account, it may also maintain a Progressive/Placement Account.
2. The Account Holder may not place standing orders or direct debits to the Placement/Progressive Account. The Progressive/Placement Account may be credited with the funds from the Current Account only. Transfers debiting the Placement/Progressive Account can only be made to the Current Account.
3. The Bank may specify the minimum amount, the payment of which is a condition for opening a Progressive/Placement Account. In such a case, the opening of a Progressive/Placement Account shall take place if, within 30 days of the conclusion of the Account Agreement concerning the Progressive/Placement Account, the Account Holder:
   a) pays at least the minimum amount to the account indicated in this agreement, or
   b) submits an Instruction to debit the Current Account and credit the Progressive/Placement Account with it.
4. The funds in the Progressive/Placement Account shall bear interest which depends on the amount of funds deposited in this Progressive/Placement Account. The interest rate on funds in the Progressive/Placement Account is specified in the Interest Rate Table.

§ 13. Payroll Account

1. If the Bank maintains a Current Account, it may also maintain a Payroll Account.
2. The Bank will execute an Instruction of transfer from the Payroll Account if:
   a) the Account Holder submits it via GOonline Biznes or by means of an MT101/pain.001, message, and
   b) funds in another Account indicated by the Account Holder in writing or with an Electronic Signature are sufficient to:
      - execute this Instruction, and
      - cover the commission for the Bank for the execution of the Instruction.
3. In order to execute the transfer Instruction debiting the Payroll Account, the Bank:
   a) withdraws funds from the Account referred to in para. 2,
   b) credits the Payroll Account with them, and then
   c) executes the Instruction, debiting the Payroll Account.
4. The Bank allows for the possibility of making open cash deposits or withdrawals through the Payroll Account, if the Available Balance of this account is sufficient to execute this Instruction.
5. The Account Holder makes the Split Payment from a separate VAT Account linked only to the Payroll Account.

§ 14. Payment Account

1. The Bank shall provide the AIS Supplier with the information on:
   a) the Payment Account, and
   b) related Payment Transactions,
   that are necessary for the AIS Supplier to provide access to account information services. Their scope is indicated by the Account Holder. However, regardless of this indication, the Bank has no right to provide the AIS Supplier with specially protected data relating to payments.
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. However, the Bank has the right to execute Payment Transactions that the Account Holder orders through the PIS Supplier on other terms – if it is justified by objective reasons: the time of execution, the priority nature of the Payment Transaction, the amount of fees and the like.
3. If all of the following conditions are met, the Bank shall immediately confirm to the CAF Supplier the availability on the Payment Account of the amount necessary to execute the Payment Transaction by the card issued by that CAF Supplier. These conditions are:
   a) the Payment Account is available online at the moment when the CAF Supplier submits a request to the Bank for confirmation of this amount,
   b) the Account Holder has given the Bank their consent to respond to such requests from the CAF Supplier – before the CAF Supplier has submitted the first request for confirmation.
4. The Bank confirms to the CAF Supplier the availability of the amount – it gives the answer: "Yes". If there is no sufficient amount in the Payment Account, the Bank replies: "No". The Bank's response never includes the balance of the Payment Account.
5. The confirmation **does not allow** the Bank to put a hold on funds in the Payment Account.
6. The Account Holder may request the Bank to provide the Account Holder with:
   a) data that identify the CAF Supplier, and
   b) the content of the answer provided.
7. The provisions of paras 1-6 do not apply to Payment Transactions initiated through payment instruments based on a payment card on which electronic money is kept.
8. The Bank may block funds on the Payment Account only if all of the following conditions are met:
   a) the Payment Transaction is initiated by or through the payee and is executed by a payment card,
   b) the exact amount of the Payment Transaction is not known at the time the Account Holder agrees to execute it, and
   c) the Account Holder has agreed to block the exact amount of funds.

   The Bank immediately releases funds on the Payment Account when it receives information about the exact amount of the Payment Transaction.

§ 15. Subsidy Account

1. If the Bank maintains a Current Account, it may also maintain a Subsidy Account in PLN or EUR.
2. The Account Holder shall use the Subsidy Account solely for the purpose for which it has been opened.
3. The Account Holder may place Instructions pertaining to the Subsidy Account exclusively via the GOonline Biznes, the FX Trading Platform, through the MT101/pain.001 message or with the Card.
4. If the enforcement authorities seize receivables from the Subsidy Account or another Account, which are not subject to seizure under the law, the Bank is not obliged to:
   a) challenge those actions, or
   b) demonstrate that the funds in a given Account are subject to exclusion from enforcement.

   The Bank **shall not be held** liable for any actions taken based on enforceable decisions of enforcement authorities.

§ 16. EPLF Account

1. The Bank opens and maintains an EPLF Account for the benefit of employee credit unions.
2. All provisions concerning Current Accounts and Auxiliary Accounts shall apply to the EPLF Account accordingly.
3. The Bank does not open a VAT Account for the EPLF Account.

§ 17. General principles for carrying out Instructions

1. The Account Holder may use the funds in their Account up to the Available Balance. This means that the Bank will execute the Instruction if there is an amount in the Account to cover the Instruction and the related fees.
2. Limitation as to using the funds may result from the Account Agreement or another agreement between the Customer and the Bank, including a hold established.
3. If the Bank receives an Instruction by the Cut-off Time, it will execute it immediately.
   If the Bank has executed an Instruction into an NRB, IBAN or another unique identifier indicated by the Account Holder, it shall mean that the Instruction has been effected in favour of a proper payee, regardless of the additional information, such as name or first name and surname of a payee in the Payment Transaction.
4. The Bank has the right to block the Account Holder from disposing of funds in the Account if at least one of the following situations occurs:
   a) the Account Holder fails to provide the Bank with all the documents for maintaining the Account – provided that:
      - it was a condition for opening the Account, and
      - the Bank has notified the Account Holder that the Account Holder has not fulfilled their obligation, that it plans to block it and under what conditions it will be removed,
   b) the Account Holder fails to provide all documents or information required by the Bank in a form acceptable to the Bank in a timely manner in order to:
      - carry out or update a risk assessment – in accordance with the AML Act,
      - fulfil other obligations imposed on the Bank by law or regulations applicable to the Bank, or
   c) at least one of the conditions for termination of the Agreement by the Bank, which are contained in the Regulations, occurs.
5. The Bank has the right to refuse to execute Payment Transactions outgoing to or coming from certain countries. A list of them can be found on the Website and in the Bank's Units.

   These restrictions do not apply to Member States, the United Kingdom, Switzerland or OECD countries.

6. The Bank may provide entities participating in the Payment Transaction with information about this transaction. This is especially true for the correspondent bank.

   A correspondent bank is a bank:
   - which maintains an account for the Bank (the so-called Nostro account), or
   - for which the Bank maintains an account (the so-called Loro account).

§ 18. Rules for crediting and debiting the VAT Account

1. The Bank credits and debits the VAT Account in accordance with Articles 62b and 62c of the Banking Law.
2. The Bank **is not** obliged to check the correctness of the transfer data – including the tax identification number or the amount of VAT.

§ 19. Limitations of cash withdrawals and other Instructions

1. The Account Holder may deposit and withdraw banknotes in currencies listed in the "Rules of Cash Service in the Bank" and "Cash Withdrawal Advice Rules in the Bank". Both documents can be found on the Website. Deposits and withdrawals in coins are possible only in PLN.
2. If the amount of the withdrawal in the Currency or the end of the withdrawal is lower than the banknote denominations available in the Bank Unit, the Bank may execute a cash withdrawal in PLN using the exchange rate from the Bank's exchange rate table on the date of conversion.
3. The Bank has the right to refuse a withdrawal in a Currency to which it has limited access.
4. The Bank pays out cash after prior notification (advice). 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.
5. The Customer may indicate the preferred nominal structure of the notified withdrawal, if denominations are available – however, the Bank is not obliged to prepare the withdrawal with the specified structure.
6. The Account Holder may notify or cancel the intention to withdraw directly in GOonline Biznes, and if this system is not available – at an employee of the Bank Unit or via Customer Service.
7. The Bank can pay out a non-advised amount – even if it requires prior notification. In such a case the Bank has the right to charge a commission according to the Table of Commissions and Fees.
8. The Customer has the right to cancel the pre-advised cash withdrawal one Business Day before the withdrawal by 5 p.m. at the latest. If the Account Holder does not collect all the ordered cash on time, the Bank has the right to charge a commission in accordance with the Table of Commissions and Fees.
9. In order to ensure the safety of the funds entrusted to it, the Bank has the right to:
   a) specify the amount of the Instruction – the amount after exceeding which the Bank will perform additional actions confirming the authorisation of the Instruction by the Account Holder.
      The Bank chooses the method of confirming the authorisation.
   b) use transaction monitoring mechanisms – mechanisms to prevent illegal and fraudulent transactions and block them from being executed. If the Bank considers the Instruction to be suspicious, it will perform additional actions that confirm the authorisation of the Instruction by the Account Holder. The Bank chooses the method of confirming the authorisation.
   c) determine the daily limit of cash withdrawals with the Card, the daily limit of non-cash transactions with the Card, the monthly limit for all transactions with the Card, the daily or amount limit of a single Instruction in the Electronic Access Channels.
10. If the Account Holder does not confirm the authorisation of the Instruction or exceeds the limits, the Bank **will not execute** the Instruction in question.
11. Details on authorisations and limits can be found on the Website and in the Bank's Units.

§ 20. Currency conversion

1. Instructions or incoming transfers that require currency change are executed by the Bank after the Currency Conversion.
   For the Currency Conversion, the Bank uses the internal exchange rate at the time of execution of the Instruction – according to the exchange rate tables available on the Website. A change in the exchange rate applied by the Bank for the Currency Conversion does not require notification to the Account Holder.
2. If the Currency in which the Bank maintains a Foreign Currency Account is officially replaced by another Currency, on the date of such change, the Bank has the right to:
   a) close the Foreign Currency Account maintained in the current Currency, then
   b) open a new Foreign Currency Account maintained in the new Currency, and
   c) transfer the entire balance from the Foreign Currency Account to the new Foreign Currency Account – using the official conversion rate of these Currencies.
   The Bank will immediately inform the Account Holder of the opening of the new Foreign Currency Account and its number.

§ 21. Refusal to execute the Instruction

1. Subject to other provisions of the Regulations, the Bank may refuse to execute an Instruction only when at least one of the following situations occurs:
   a) the execution of the Instruction is contrary to the law or could expose the Bank to the risk of breaching the Sanctions,
   b) the possibility or obligation with regard to such refusal arises from separate legal provisions,
   c) the Account Holder does not make available to the Bank all the information or documents that are necessary for the Bank to execute the Instruction,
   d) the Account Holder provides incorrect information,

e) the Account lacks an Available Balance that will cover the execution of the Instruction and the fees for it,
f) the Bank has a reasonable suspicion that the Instruction made is related to a criminal activity - in particular money laundering or financing terrorism,
g) a payee of such Instruction is an entity:
- from the country (area) covered by the Sanctions,
- listed on the lists of persons, groups, entities to which the Sanctions are applied,
- from the country (area):
i. which does not belong to OECD countries,
ii. in which entities from the BNP Paribas Group do not conduct business (the list of countries where entities from the BNP Paribas Group conduct their activities can be found on the Website),
iii. in which the execution of a Payment Transaction entails – in the Bank's opinion – a risk for the Bank or the Account Holder,
h) a Payment Transaction concerns payment for goods or services originating from the countries (areas) or controlled by the governments of the countries (areas) or transported through the territory of the countries (areas) referred to in para. 1 section g),
i) the Bank of the Payment Transaction principal or payee is a bank from a country (area) referred to in para. 1 section g) or in § 17 para. 5,
j) the Bank has a reasonable suspicion that a crime has been committed or the Account has been used unlawfully,
k) the amount of the Instruction exceeds the limit for a given Instruction or for the Account,
l) the Bank receives mutually exclusive Instructions from the Account Holder or the Bank has executed an Instruction that excludes the execution of the Instruction submitted at the same time,
m) the funds on the Account have been blocked, and this blocking makes it impossible to execute the Instruction in the full amount,
n) the Account Holder has not filled in the Instruction form completely or has provided incorrect information in it,
o) the bank of the Payment Transaction payee **does not maintain** an account in the currency in which the Payment Transaction was initiated; or
p) the Account Holder orders a transfer that requires double Currency Conversion to an account maintained by the Bank,
q) the Bank **cannot** confirm with the Account Holder an Instruction that has been considered suspicious,
r) the payee is an entity operating in an industry that the Bank does not accept or the transaction concerns payment for products or services from such an industry,

The list of industries that the Bank does not accept can be found on the Website and in the Bank's Units.
The list of products from industries that the Bank does not accept can be found on the Website and in the Bank's Units.

s) the Payment Transaction is directly or indirectly linked to an entity or person subject to Sanctions or an entity over which such entity or person exercises direct or indirect control – for example, by exercising decisive influence through personal, organisational or capital links.

2. In the cases specified in para. 1 above, the Bank may require the Account Holder to provide additional documents concerning this Instruction.
3. The Bank may refuse to effect the Instructions referred to in para. 1 even if it has effected such Instructions before.
4. If the Bank refuses to execute the Instruction, it shall be deemed not to have been received.
5. If the Bank refuses to execute the Instruction, it shall notify the Account Holder thereof immediately – no later than the date of execution of this Instruction – unless such notification would violate the law.
6. The Bank may charge a fee for notifying the Account Holder of the refusal to execute the Instruction – up to the amount of reasonable costs incurred by the Bank for this reason, and only if the refusal was objectively justified.

§ 22. Charging Options

1. If the payment service provider acting for the other party to the Payment Transaction is located in the territory of one of the Member States, the Account Holder may order the execution of the Payment Transaction in any currency with the SHA Charging Option (SHAR) only.
2. For Foreign Payments, the Account Holder – as the principal – can choose the Charging Option SHA (SHAR), OUR (DEBT) or BEN (CRED).
3. The Bank does not deduct its fees or commissions from the PSD Payment. Fees and commissions for another Payment Transaction may reduce its amount.

§ 23. Submitting Instructions and Payment Transaction authorisation

1. The Account Holder may submit Instructions:
a) in writing – in the Bank Unit, on the Instruction forms,
b) electronically – via Electronic Access Channels, including via the PIS Supplier - or
c) orally – at a branch of the Bank, if the Instruction is an own deposit, cash withdrawal or opening or terminating Term Deposits.
2. The Foreign Payment Instruction should contain all of the following data:
a) currency ISO code and the Instruction amount specified in digits and in words,
b) name and address of the Account Holder,
c) Account number in NRB or IBAN format, which the Bank will charge with the amount of the Instruction or fees,
d) name, address, country and residence status of the payee,
e) name and registered office of the payee's bank,
f) number of the payee's account in the payee's bank,
g) Charging Option,
h) title of the payment in favour of the payee.
3. A Payment Transaction Instruction – other than a SEPA Transfer – should contain all of the following data:
a) currency ISO code and the Instruction amount specified in digits and in words,
b) name and address of the Account Holder,
c) Account number in NRB or IBAN format, which the Bank will charge with the amount of the Instruction or fees,
d) name, address, country and residence status of the payee,
e) name, BIC and registered office (in a Member State) of the payee's bank,
f) payee's bank account number in IBAN format,
g) SHA (SHAR) Charging Option,
h) title of the payment in favour of the payee.
4. The Bank will execute the SEPA Transfer Instruction if all of the following conditions are met:
a) it is denominated in EUR,
b) it contains the payee's account number in IBAN format,
c) payee's bank is a participant in SEPA Credit Transfer,
d) it includes a payment title,
e) it includes the SHA (SHAR) Charging Option,
f) it has been submitted for a standard (non-accelerated) or accelerated execution date.
5. The Account Holder authorises the execution of:
a) written Instructions or Instruction with an Electronic Signature – when submitting a completed and signed Instruction form to the Bank – subject to § 28 para. 2,
b) oral Instructions - when signing a confirmation of making cash payment or withdrawal or a confirmation of opening or breaking a Term Deposit,
c) Instructions submitted in the Electronic Access Channels – by strong authentication in the following way:
via GOonline Biznes - when entering a password (including a password to log in to the ongoing communication session) and performs one of the actions below:

i. enters an SMS code sent by the Bank for this Instruction, in the Instruction form,
ii. enters a code generated by a token for this Instruction, in the Instruction form,
iii. submits an electronic signature under the Instruction,
iv. confirms the Instruction in GOmobile Biznes (performs mobile authorisation),

- GOmobile Biznes – when during an authenticated session on a mobile device that is associated with the User, the User confirms the Instruction with an individual PIN or by means of Biometric Credentials.

6. The Bank may opt out of strong authentication if it is required by law or decisions of authorities.
7. The Bank executes the Instructions in the order in which they are submitted. If the Bank receives mutually exclusive Instructions at the same time, it will first execute the one submitted through the Electronic Access Channels – unless this is prevented by technical reasons beyond the Bank's control (failure, system malfunction, etc.).
8. However, the Bank may refuse to execute the Instruction if such execution is not possible as a result of the execution of the previous Instruction – in accordance with the order adopted by the Bank.
9. If an Instruction requires a Currency Conversion, its authorisation encompasses also a consent to a Currency Conversion.
10. Once the Bank receives the Instruction, the Account Holder may no longer revoke it – unless the Bank agrees to it or the Regulations provide otherwise. The Bank may charge a fee for cancellation of an Instruction.

§ 24. Forms of settlement

1. Settlements by intermediary of the Bank are performed in cash or non-cash form.
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 amount to the Account.
3. The Bank performs non-cash settlements in the following way:
   a) by transfer order (including Standing Order),
   b) by direct debit,
   c) by Card or
   d) by cheque.

§ 25. Transfer order

1. When the Bank executes a transfer order Instruction:
   a) it will debit the Account with the amount indicated in the Instruction or the equivalent of this amount in the currency of the Account indicated for debiting, and then
   b) it will credit the account of the payee of the transfer indicated therein with this amount or will transfer the amount to the bank or other payment service provider of the payee of the transfer.
2. The Account Holder may revoke the transfer order Instruction no later than until the Bank debits the Account with the amount of this Instruction. Revocation of the transfer order Instruction means the revocation of its authorisation.
3. The Account Holder may revoke the transfer order Instruction with a future execution date **no later than** by the end of the Business Day preceding the agreed day of debiting the Account.
4. The Account Holder may revoke a transfer order Instruction submitted in:
   a) a Unit of the Bank – in writing,
   b) GOonline Biznes – in this system.
5. The Account Holder may not revoke the transfer order Instruction that the Bank has confirmed.

§ 26. Standing Order

1. The Account Holder may submit a transfer order Instruction in the form of a Standing Order. To do so, the Account Holder submits a duly completed and signed (authorised) Instruction form:
   a) in the Bank's unit, or
   b) in GOonline Biznes System,
2. The Account Holder issues a Standing Order for a definite or indefinite period of time.
3. A Standing Order must specify:
   a) a fixed amount during the validity period of the Instruction – the Account Holder may indicate separately the amount of the first or last payment – or
   b) that a Standing Order concerns the entire balance on the Account as at a given day, or
   c) that a Standing Order concerns the amount of funds exceeding a defined amount on a given day.
4. The Account Holder is obliged to provide on the Account – at the end of the Business Day before the execution of the Standing Order – an Available Balance that will cover the amount of the order and the fees for it.
5. If the execution date for the Standing Order Instruction is not a Business Day, the Bank executes it on the next Business Day after this date.
6. The Account Holder may revoke the Standing Order no later than by the end of the Business Day preceding the agreed day of debiting the Account. Revocation of a Standing Order means revocation of its authorisation.
7. The Account Holder may revoke a Standing Order by submitting a properly completed and signed (authorised) form of the Bank:
   a) in the Bank's Unit, or
   b) in GOonline Biznes System,
8. The Bank **does not execute** a Standing Order using Split Payment.

§ 27. Domestic Mass Payments

1. On the basis of the Account Holder's request, the Bank will make available the Mass Domestic Payments service to the Account Holder in GOonline Biznes. The service consists in making a large number of outgoing transfers, the Instructions of which are sent to the Bank collectively by the Account Holder, in the so-called package.
2. As part of Domestic Mass Payments, the Account Holder orders only domestic payments in PLN up to a total amount below PLN 1,000,000.
3. The Bank will make Domestic Mass Payments from the Bank's technical account – in PLN. The Bank indicates this technical account as the account of the transfer payer in the payment order.
4. The Account Holder is obliged to provide an amount to cover the sum of payments in a given package and the commission for this service.
5. If a payment is not made under Domestic Mass Payments, the Bank will credit it to the technical account intended for Domestic Mass Payments or automatically redirect it to the Account in accordance with the option indicated in the request for provision of the service.
6. For Domestic Mass Payments using Split Payment, the Bank will debit the VAT Account with the sum of VAT from individual transfers – up to the amount of the available balance on the VAT Account.

§ 28. Direct Debit

1. The Bank collects and effects domestic direct debit orders in PLN. This 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 their consent for the Account to be debited with a direct debit placed by the payee, but the payee does not have to provide it to the Bank. Receiving by the Bank a message initiating a direct debit is tantamount to giving consent.

The Account Holder may submit a request to the Bank for confirmation or transfer of their consent. The Bank has 10 Business Days to respond.

3. The Bank will execute a direct debit if the Account Holder provides an Available Balance on the Account – on the Business Day prior to execution – which will cover the amount of the direct debit.
4. The Account Holder may revoke the direct debit no later than by the end of the Business Day before the day on which the Account is debited:
   a) in the Bank Unit,
   b) with an Electronic Signature, or
   c) through the correspondence module in GOonline Biznes.
   In the revocation, the Account Holder indicates:
   - tax identification number of the payee,
   - the payment ID associated with the direct debit (IDP) they wish to revoke, and
   - the deadline by which the Bank is to refrain from debiting the Account under the execution of this direct debit.
   Revoking a direct debit means revoking its authorisation.
5. The Account Holder may revoke the consent to use direct debit in settlements with a given payee. To do so, the Account Holder, the payee or the Bank of this payee shall provide the Bank with a duly completed and signed (authorised) form of the Bank:
   a) in the Bank Unit,
   b) with an Electronic Signature, or
   c) through the correspondence module in GOonline Biznes.
   Revocation of consent means withdrawal of its authorisation for all Payment Transactions for the benefit of a given payee that the Bank performs under the consent granted.
   If the Bank obtains withdrawal of consent which was never submitted to it, it shall deem this withdrawal an instruction to block a particular payee.
6. The Account Holder may submit an instruction to block the Account for debits in the form of a direct debit. This instruction applies to all or specific payees. If it concerns the blocking of specific payees, the Account Holder is obliged to indicate the tax identification numbers (NIP) of these payees in this instruction. The Account Holder may submit this instruction:
   a) in the Bank Unit,
   b) with an Electronic Signature, or
   c) through the correspondence module in GOonline Biznes.
   The blocking shall become effective as of the day following placing an instruction at the Bank.
7. The Account Holder may demand from the Bank a refund of the authorised direct debit transaction within five (5) Business Days of its execution.
8. Within one Business Day of receipt of the refund request, the Bank shall refund to the Account Holder:
   a) the amount of the direct debit executed, and
   b) interest on this amount – according to the interest rate of the Account (if it bears interest).

§ 29. Card

The Account Holder may execute Instructions with the Card debiting the Account – on the basis of separate regulations.

§ 30. Cheques

1. The Bank accepts cheques which are not stale for collection from the Account Holder and cashes them in the following manner:
   a) third party collection – if the cheque was drawn by a cheque drawer whose account is maintained at another bank. In such a situation, the Account Holder receives the amount for which the cheque is drawn after it is transferred to the Bank by the cheque drawer's bank,
   b) own collection – if the cheque was drawn by a cheque drawer whose account is maintained by the Bank. In such a situation, the Bank will cash the cheque as a non-cash settlement or cash withdrawal – debited from the cheque drawer's account.
2. Cheques that contain the clauses "To be settled", "Transfer to account" or similar can only be cashed in non-cash form. In such a case, the Bank will credit the Account of the Holder Account that presents the cheque for collection with the funds for cashing the check transferred by the bank to the cheque drawer.
3. The Account Holder should endorse the cheque that the Bank accepts as a third party collection. To do it, the Account Holder places the "For collection" clause on the back of the cheque and signs it in accordance with the Specimen Signature Card or the Account Administration Card. When the Account Holder endorses the cheque, they authorise the Bank to exercise all rights attached to the cheque – including presenting the cheque for payment at the cheque drawer's bank.
4. If the cheque drawer's bank refuses to pay, the Bank will return the cheque to the Account Holder.
5. The Bank charges a fee for accepting cheques for collection and cashing them – in accordance with the Table of Commissions and Fees.

§ 31. Deadlines for receiving and carrying out Instructions on outgoing Payment Transactions

1. The Bank considers the Instruction to have been received at the moment when it was received by the Bank. If the Instruction was received on a day other than the Business Day, it is considered that the Bank received it on the next Business Day after that day. The Bank **shall not debit** the Account before receiving the Instruction.
2. The Instruction is received by the Bank at the moment when:
   a) the Bank actually receives this Instruction – this applies to the Instruction submitted in written, documentary or oral form,
   b) the Instruction has been entered in such a way that the Bank was able to familiarise itself with its content – this applies to the Instruction submitted via: GOonline Biznes, GOmobile Biznes, Connexis and Connexis Cash Mobile.
3. If the Instruction was submitted after the Cut-off Time, the Bank considers – for the calculation of the date for the execution of the Instruction – that it received the Instruction on the next Business Day.
4. If the Bank is to execute the Instruction in the future on the date indicated by the Account Holder (an Instruction with a future execution date), the Bank considers – for the calculation of the date of execution of the Instruction – that it received the Instruction at the beginning of the execution date. If this day does not fall on a Business Day, the Bank considers – for the calculation of the date for the execution of the Instruction – that it received the Instruction on the next Business Day.
5. The Bank makes PSD Payments in EUR or PLN:
   a) by the end of the next Business Day on which the Bank received the Instruction – this applies to Instructions in electronic form and all Instructions of PaymentTransactions in PLN that are executed entirely on the territory of Poland and to which the provisions of the Act of 29 August 1997 – Tax Ordinance and Regulation (EU) No 952/2013 of the European Parliament and of the Council of 9 October 2013 establishing the Union Customs Code apply,
   b) by the end of the second Business Day following the Bank's receipt of the Instruction submitted on paper.
6. The Bank executes Payment Transactions in the territory of Poland or other Member States, other than PSD Payments in EUR and PLN, by the end of the 4th Business Day after the day on which the Bank received the Instruction.
7. A Payment Transaction is deemed to have been executed at the moment when the account of the payee's bank or other payment service provider is credited with the amount of that Payment Transaction.
8. Details on the deadlines for the execution of the Instruction can be found:
   a) on the Website,
   b) in the Bank Units,
   c) at the Customer Service.
9. The Bank **does not execute** outgoing transfers through Express Elixir from Accounts that participate in the zeroing or balancing service (e.g. cash pooling) if such Payment Transactions are ordered on Business Days between 8:30 p.m. and 6:00 a.m. or on days that **are not** Business Days.

§ 32. NON-STP Transfer

The Bank charges a fee for additional service – in accordance with the Table of Commissions and Fees – if in a Payment Transaction that is not a domestic transfer in PLN:
a) the SWIFT code (BIC) of the payee's bank is missing or incorrect,
b) the payee's account number is not in the IBAN format (if the payee's account is held in the country where IBAN use is required), or
c) the Instruction data have been entered in the wrong fields.

§ 33. Cash Payments and incoming transfers execution

1. The Bank credits the Account with the amount of:
   a) a cash payment in an open form, made at the cash desk of the Bank Unit – immediately, no later than by the end of the same Business Day,
   b) a cash payment in sealed bags – in accordance with the agreement that applies to a given product,
   c) an incoming transfer received by the end of the Business Day - immediately upon posting this transfer in the Bank account;
   d) a payment received after the Cut-off Time – on the next Business Day, which is also the Value Date for this payment.
2. The Bank provides the Payment Transaction amount available to the Account Holder immediately after the amount credits the Bank account, if:
   a) the Bank **does not convert** the currency, or
   b) the Bank converts the currency between EUR and the currency of a Member State or between two currencies of the Member States,
   c) the Payment Transaction took place between accounts maintained by the Bank.
3. If the Account 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 as the payee's account is maintained in a currency other than the transfer currency, the Bank will credit this Account after a Currency Conversion of this transfer amount.
6. The Bank may refuse to credit the Account with the amount of the cash deposit or the incoming transfer if:
   a) the principal or intermediary of such a Payment Transaction is the entity referred to in § 21 para. 1 section g) of the Regulations,
   b) the transfer or deposit concerns a Payment Transaction referred to in § 21 para. 1 section g) of the Regulations, or
   c) the circumstances referred to in § 21 para. 1 sections a) -f), h), k), o)-p) occur. § 21 para. 2 and 3 of the Regulations apply accordingly.
7. The Bank does not execute incoming transfers in the Express Elixir system to Accounts that participate in the zeroing or balancing service (for example, cash pooling, balance concentration) if such Payment Transactions are received by the Bank on a Business Day between 8:00 p.m. and 0:00 a.m. The Account Holder may give their prior written consent to the execution of such Payment Transactions.

§ 34. Posting adjustments

If the Bank makes an incorrect posting on the Account or VAT Account, it may – without the consent of the Account Holder – make an adjustment of such incorrect posting. If the Account or VAT Account is incorrectly credited, the Account Holder is obliged to immediately return the undue amount to the Bank. If the Account Holder **fails to do** so, the Bank may contractually deduct this amount from the Account – without a separate declaration of will of the Bank. The Bank shall then immediately notify the Account Holder of this deduction.

§ 35. Foreign Currency Transaction conclusion manners

Foreign Currency Transactions may be concluded (including the submission of an Offer):
a) by phone – under the Regulations,
b) on the Electronic FX Trading Platform or GOdealer - under the regulations for the Electronic FX Trading Platform and GOdealer.

§ 36. Preliminary conditions for a Foreign Currency Transaction conclusion

In order to be able to conclude a Foreign Currency Transaction, the Account Holder is obliged to meet the following conditions on the Date of Conclusion:
a) have active Customer Settlement Accounts that allow the execution of a Foreign Currency Transaction,
b) indicate persons authorised to conclude a Foreign Currency Transaction on behalf of the Account Holder,
c) for Today Transactions – have funds in the Customer's Settlement Account in the appropriate currency and in the amount to execute the Transaction,
d) for Tomorrow Transactions and Spot Transactions – set a Transaction Limit and submit an enforcement submission statement – in the form and content accepted by the Bank (if required by the Bank),
e) provide the Bank with the e-mail address to which the Confirmations will be received.
The mere fulfilment of these conditions by the Account Holder does not oblige either Party to enter into a Foreign Currency Transaction.

§ 37. Concluding Foreign Currency Transactions within the Transaction Limit

1. At the request of the Account Holder, the Bank may grant a Transaction Limit to the Account Holder. For this purpose, the Account Holder shall provide the Bank with all documents and information required by the Bank.
   Subject to the provisions below, the Account Holder may enter into Foreign Currency Transactions with the Bank – up to the amount of this limit.
2. The Bank may reduce the amount of the Transaction Limit if:
   a) the Account Holder fails to provide the documents or information required by the Bank on time, or
   b) the documents or information provided show that the financial or economic situation of the Account Holder has deteriorated, or
   c) the Account Holder's ability to repay liabilities under Foreign Currency Transactions concluded within the amount of the Transaction Limit granted has deteriorated.
3. At the Account Holder's request, the Bank shall inform the Account Holder on the Transaction Limit availability on a given Business Day.
4. At the request of the Account Holder, the Bank may agree to enter into a Tomorrow Transaction or a Spot Transaction with that Account Holder also if:
   a) the Transaction Limit is used or exceeded, or
   b) the Account Holder **does not have** a Transaction Limit.

§ 38. Minimum Notional Amount.

The Bank concludes Foreign Currency Transactions by telephone, the Notional Amount of which, or its equivalent in the Settlement Currency – calculated according to the average exchange rate of the National Bank of Poland, announced on the Date of Conclusion of a given Foreign Currency Transaction – amounts to a minimum of PLN 125,000. The Bank may consent to the conclusion of a Foreign Currency Transaction in a lower amount.

§ 39. Conclusion of Foreign Currency Transactions over the phone

1. Each Party agrees that the other Party may record conversations that relate to Foreign Currency Transactions and Offers – in particular the Terms of Transactions.

2. In order to conclude a Foreign Currency Transaction or present the Offer over the phone, one Party shall contact the other Party in the following manner:
   a) the Account Holder shall contact a Bank employee authorised to conclude a Foreign Currency Transaction by calling the telephone number indicated,
   b) 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 a Foreign Currency Transaction on behalf of the Account Holder, at that person's telephone number held by the Bank.
3. In order to identify the Account Holder, the person authorised by the Account Holder to conclude a given type of a Foreign Currency Transaction is obliged to provide, at the request of the Bank's employee, the information indicated by that employee from among the identifying information contained in the Bank's form.
   Identification information is confidential and the Account Holder is obligated **not to disclose** it to unauthorised persons. If Foreign Currency Transactions were executed by a person who used identification information available only to the Account Holder, the Bank considers such transactions to have been executed on behalf of and for the Account Holder.
4. In order to enter into a Foreign Currency Transaction, the Parties shall, in each case, agree upon the essential Transaction Terms out of the following: Buyer and Seller, Notional Amount, Currency, Settlement Currency, Exchange Rate and Settlement Date.
5. The Foreign Currency Transaction will be concluded at the moment when the Account Holder and the Bank make consensual declarations of intent that they accept the Terms and Conditions.
6. In order to make an Offer, the Account Holder proposes the following Transaction Terms: Buyer and Seller, Notional Amount, Currency, Settlement Currency, Exchange Rate and Settlement Date. The Account Holder also indicates the Offer Validity Term.
7. The conclusion of a Foreign Currency Transaction as a result of an Offer submitted is effected when the Bank proceeds to execute the Transaction.
8. 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.
9. The Account Holder may modify the following terms and conditions of an Offer: Notional Amount, Exchange Rate and Offer Validity Term.
10. The Offer will expire if the Offer Validity Date has passed and the Bank has not proceeded with the Offer.
11. The Bank shall reject an Offer for a Today Transaction if, at the time when it could accept the Offer, there are insufficient funds in the Customer Settlement Account to conclude that Transaction.

§ 40. Foreign Currency Transactions concluded for the purpose of executing the Transfer Instruction

1. The Account Holder may conclude a Foreign Currency Transaction for the purposes of executing the Transfer Instruction no later than on the Settlement Date of the given Foreign Currency Transaction and the execution of this instruction by the Bank.
2. Until the Bank posts the Transfer Instruction, the Settlement Amount is visible on the Customer's Settlement Account as part of the Available Balance.
   As a result of posting, the Bank performs the Transaction Settlement – in order to do so, it debits the Customer's Settlement Account in the Settlement Currency with the Settlement Amount. The Account Holder, when submitting other Instructions concerning the funds in this account, is obliged to provide, on the Settlement Date, the funds necessary for the Bank to execute the Transfer Instruction – including the payment of a commission by the Account Holder.
3. In addition, the Account Holder is obliged to perform the following actions in order to conclude a Foreign Currency Transaction for the purposes of executing the Transfer Instruction by:
   a) telephone:
      - agree on the Transaction Terms, and
      - inform the Bank that it is concluding a Foreign Currency Transaction for the purposes of executing the Transfer Instruction, and
      - when the Account Holder receives the reference number of the Foreign Currency Transaction from the Bank's employee, enter this number in the title of the Transfer Instruction,
   b) at the Electronic FX Trading Platform or GOdealer:
      - agree on the Transaction Terms, and
      - enter the reference number of the concluded Foreign Currency Transaction generated at the platform or in the application in the title of the Transfer Instruction.
4. If a Foreign Currency Transaction is concluded, the Account Holder is obliged to submit a Transfer Instruction to the Bank no later than on the Settlement Date – by the Cut-off Time appropriate for a given Currency. To do this, the Account Holder submits one or more Transfer Instructions that will cover the entire Notional Amount.
5. The Bank may refuse to execute the Transfer Instruction if there are no funds in 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. The Bank will execute the Transfer Instruction using the Exchange Rate agreed by the Parties in the Transaction Terms, if the Customer submits such an instruction each time:
   a) in GOonline Biznes,
   b) pursuant to para. 4,
   c) pursuant to para. 3 sections a) to b), which concern the need for the Account Holder to include the reference number of the Foreign Currency Transaction concluded in the Transfer Instruction submitted in GOonline Biznes.
7. If the Account Holder submits a Transfer Instruction:
   a) in violation of the rules concerning the Customer's need to include the reference number of the concluded Foreign Currency Transaction in the Transfer Instruction,
   b) not in line with the functions of GOonline Biznes for this instruction,
   the Bank will execute this Transfer Instruction on standard terms and conditions – and will not take into account the Exchange Rate agreed in the Transaction Terms, but will apply the exchange rate from the Bank's table of exchange rates.
8. If the Account Holder:
   a) **has failed to submit** at least one Transfer Instruction for the total Notional Amount, or
   b) submitted a Transfer Instruction after the Cut-Off Time for a given Currency, or
   c) **has failed to provide** the funds necessary for the Bank to execute the Transfer Instruction (and the commission on this account) in the relevant Customer Settlement Account,
   The Bank may convert the Notional Amount or the part thereof that **has not been** covered by the Transfer Instruction into the Settlement Currency of this Foreign Currency Transaction.
   In such a case, the Bank will apply the exchange rates of the currencies contained in the table of exchange rates in force at the Bank at the time of such conversion – unless the Account Holder agrees on a different exchange rate with the Bank by 4.30 p.m. on the Conclusion Date.
   If, as a result of such currency conversion, the amount of the difference between the Exchange Rate and the exchange rate used in the currency conversion:
   d) is due to the Bank - the Account Holder shall pay this amount to the Bank. The Bank shall charge this amount from the Customer Settlement Account in the Settlement Currency or from any other account of the Customer 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. The Bank will apply the currency exchange rate which is included in the table of exchange rates in force at the Bank at the time of such collection.
   e) is due to the Account Holder – the Bank shall credit the Customer's Settlement Account with this amount in the Settlement Currency.

§ 41. Confirmations of Foreign Currency Transactions

1. The Bank confirms to the Account Holder the conclusion of the Foreign Currency Transaction by delivering the Confirmation on a durable medium to the Account Holder. The Bank shall do so immediately, no later than on the next Business Day following the Date of Conclusion of a given Foreign Currency Transaction – to the e-mail address indicated by the Account Holder.
2. The Confirmation **does not require** a signature of the Bank or the Account Holder and is of informative character, with regard to the Foreign Currency Transaction concluded.

The Account Holder shall inform the Bank immediately, if they **do not receive** the Confirmation.

3. The Account Holder is obliged to submit all complaints that relate to the non-compliance of the Transaction Terms with the content of the Confirmation, immediately – no later than by the end of the Business Day on which the Account Holder received the Confirmation.

§ 42. Settlement of Foreign Currency Transactions

1. With the exception of the provisions of § 40 para. 2, the settlement of Foreign Currency Transactions shall take place on the Settlement Date in accordance with the following rules:
   a) if the Seller is the Bank - the Bank shall credit the Notional Amount to the Customer Settlement Account maintained in the Currency, and shall debit the Settlement Amount to the Customer Settlement Account in the Settlement Currency, or
   b) 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. The Account Holder shall ensure at the Settlement Date adequate funds on the relevant Bank Settlement Account, equal to the Notional Amount or the Settlement Amount, respectively. If this account is seized by the enforcement authority, the Account Holder makes the payment directly to the account indicated by the Bank. The Account Holder enters the number of the Foreign Currency Transaction for which the payment is made in the title of the transfer.
3. The Party which **has failed** to fulfil its obligation related to making the payment under the Foreign Currency Transaction in due time shall, at a request of the other Party, pay maximum interest for delay on the equivalent of the past-due payment amount, converted into PLN at the National Bank of Poland mid-rate as at the Settlement Date.
4. If on the Settlement Date there are no funds on the relevant Customer Settlement Account to execute (settle) the Foreign Currency Transaction, the Bank may:
   a) refrain from making the payment that it is required to make under that Foreign Currency Transaction, and
   b) enter into a transaction in the opposite direction to a given Foreign Currency Transaction (the "**Bank Closing Transaction**") in order to close the Bank's open currency position.
   To do so, the Bank will apply the appropriate exchange rate specified in the first table of exchange rates announced by the Bank on the day of conclusion of the Bank's Closing Transaction (**it may not be earlier** than the next Business Day after the Settlement Date of a given Foreign Currency Transaction).
5. If, as a result of concluding the Bank's Closing Transaction, an amount under the exchange rate difference between the Exchange Rate and the exchange rate applied in the Bank's Closing Transaction:
   a) 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. If 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, and will apply an appropriate exchange rate indicated in the table of exchange rates applied at the Bank at the moment of the collection,
   b) is due to the Account Holder – the Bank shall credit the Customer's Settlement Account with this amount in the Settlement Currency.

§ 43. Valuation

The Bank shall calculate the Valuation of particular Foreign Currency Transactions on every Valuation Date and provide the Account Holder with information on its amount (provided that there were Foreign Currency Transactions pending on the Valuation Date):
   a) once a week — as at a specific Valuation Date,
   b) once a month — as at a Valuation Date that falls on the last Business Day of the month preceding provision of information.

§ 44. Types of Electronic Access Channels

1. The User has access to information about the Account and may submit Instructions via:
   a) Connexis,
   b) Connexis Cash Mobile,
   c) GOonline Biznes,
   d) GOmobile Biznes,
   e) Customer Service or
   f) Card.
2. The Bank authorises the User to access the Connexis, Connexis Cash Mobile, GOonline Biznes, GOmobile Biznes and Customer Service when the Account Holder and the Bank sign the Account Agreement.
   The Bank grants the User a Card when the Account Holder submits an application for its issuance.

   Information on IT hardware requirements for Electronic Access Channels is available in the Bank Units and on the Website.

3. The User may use the Electronic Access Channels when they activate them.
   To activate:
   a) Connexis or Connexis Cash Mobile – the Account Holder signs an additional agreement with the Bank,
   b) GOonline Biznes – the Account Holder submits an application for activation of this system to the Bank Unit. In the application, the User should be entered to the original definition of permissions,
   c) GOmobile Biznes – the GOonline Biznes User downloads this application,
   d) Customer Service – the Account Holder submits an application for activation of this communication channel: in the Bank Unit or in GOonline Biznes.
4. The Account Holder may disable any of the Electronic Access Channels. To do so, they submit a request for deactivation – in writing in the Bank's Unit or with an Electronic Signature.
5. If the Account Holder disables GOonline Biznes, they will also lose access to GOmobile Biznes and the Electronic FX Trading Platform.

   The Bank determines the current functions of the Electronic Access Channels – including the types of Instructions.
   Information on this matter can be found in the Bank's Units and on the Website.

6. The Bank provides the User with access to Electronic Access Channels 24 hours a day, 7 days a week, except the Customer Service.
   However, the Bank may introduce interruptions in access – to perform activities that involve, among others, maintenance, improvement or security of these channels.
7. The Account Holder may log in via GOonline Biznes to the electronic platforms of BNP Paribas Group companies. To do this, the Account Holder submits an application in this matter. Thus, the Account Holder authorises the Bank to provide the BNP Paribas Group company that operates the platform with information constituting banking secrecy – to the extent necessary to provide and handle logging in to the company's platform with GOonline Biznes.
8. The Account Holder may use the Electronic Access Channels using the authorisation tool provided by the Bank. In such a case, when the Account Holder finally stops using this tool, they are obliged to return it to the Bank – they have no right to give away or sell this tool to another person.

§ 45. Functions and technical requirements of Electronic Access Channels

1. In GOonline Biznes, the User, among others:
   a) has access the information on Accounts, Cards and Payment Transactions, commissions and fees as well as Instructions completed,
   b) places or cancels Instructions, including transfer orders, opening or breaking Term Deposits,
   c) submits applications and Instructions regarding the products and services offered by the Bank,
   d) corresponds with the Bank.
   The Account Holder may, to the extent specified by the Bank, restrict the User's access to the services listed above.
2. GOmobile Biznes supports some of the GOonline Biznes features – the User has access to them based on permissions from GOonline Biznes A list of those functions is available from the Website.
3. Login to GOonline Biznes:
   a) Available login methods in GOonline Biznes:
      - Login, full password/masked password and SMS codes – requires a password and SMS code, or
      - Login, full password/masked password and Mobile Authorisation – requires a password and authorisation with a mobile token,
      - Login, full password / masked password and token – requires a password and a code from the token, or
      - Passkey – an additional method of logging in, using biometrics (e.g. fingerprint, facial recognition) or a PIN code stored on a device (e.g. phone, tablet, computer) or a YubiKey device. The Bank shall inform the Account Holder of making this method of logging in available in GOonline Biznes.
   b) Available login methods in the service that are not offered to new Users:
      - Login, electronic signature – requires authorisation with a cryptographic device.
4. In order to use GOmobile Biznes, the User should:
   a) have access to GOonline Biznes and
   b) download and install the GOmobile Biznes application.
   The list of operating systems that support GOmobile Biznes can be found on the Website.
5. When activating GOmobile Biznes, the User defines the PIN number used to authorise transactions in GOmobile Biznes.
5. When activating a mobile token in GOmobile Biznes the User may establish another PIN for mobile authorisation in GOmobile Biznes.
6. The User can also log in and authorise in GOmobile Biznes using Biometric Credentials. If the User uses them, they must not allow third parties to store their biometric characteristics on their mobile device.
7. The Bank **is not** responsible for situations in which the User:
   a) makes their mobile device or their biometric reader available to third parties, or
   b) allows the device to be loaded with the characteristics of a third party that will qualify the device as the User.

   A biometric reader is a component of most models of mobile phones or other mobile devices. It is used to read biometric characteristics and store them on the device to create or allow access to a person's digital key.
8. In justified cases, which relate in particular to security, the Bank has the right to disable the function of logging in or authorising the Instruction using Biometric Credentials.
9. In order for GOonline Biznes to function properly, the User should use functional hardware and software and an up-to-date version of the browser.
10. The Bank may change the technical or hardware requirements for GOonline Biznes and GOmobile Biznes. Details can be found on the Website.
11. In Connexis, the User, among others:
   a) has access secured by token-type devices,
   b) can submit payment instructions and have access to account balances and transactions, generate statements,
   c) can import and export data in various formats.
12. The Bank makes Connexis Cash Mobile available to the User who has access to Connexis and has downloaded this application to the mobile device.
13. In Connexis Cash Mobile, under authorisation rights defined in Connexis, the User:
   a) has access, among others, to information about Accounts and their history,
   b) authorises Instructions of a transfer ordered via Connexis.
14. Via Hotline, the User may, among others, reserve or block the Card outside of Customer Service business hours.
The Hotline's telephone numbers can be found on the Website.
In order to use the Hotline, the User should use a phone with tone dialling.
15. The Bank may prevent access to 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.

§ 46. Security rules

1. The User is obliged to comply with the security rules indicated by the Bank.
2. The User is obliged to keep confidential:
   a) password,
   b) PIN,
   c) SMS Code,
   d) private key or code generated by the token, and
   e) any other information that allows access to the Electronic Access Channels or to identify the User, or to confirm Instructions, Payment Transactions or Foreign Currency Transactions.
   When using any of the Electronic Access Channels, the User is also obliged to prevent unauthorised persons from becoming acquainted with the data that identify this User or are used to authorise Payment Transactions.

   The Bank **never** contacts the Users to obtain the password to access the Electronic Access Channels from them – in any contact channel.
   Nor does it provide redirects (links) to websites for this purpose.

3. The User is also obliged to maintain a high level of security of the computer, telephone and other ICT devices through which the User uses the Electronic Access Channels – including:
   a) use only original software and use the protections recommended by its manufacturer,
   b) update the operating system and browser,
   c) use up-to-date antivirus and anti-malware programs and firewalls,
   d) restrict access to devices:
      - through which the User uses the Electronic Access Channels – only to trusted persons,
      - through which the User authorises the Instructions – only to persons authorised to do so.
4. The User is obliged to exercise due diligence when using the Electronic Access Channels – in particular when logging in to them and when authorising Payment Transactions.
5. When the User uses GOonline Biznes, they are obliged to check whether:
   a) they log in via the Website – the User is obliged to verify whether the login page is in the bnpparibas.pl web domain,
   b) the connection to the Website is encrypted – in such a situation, the website address begins with "https://",
   c) they establish a connection with the Bank's servers – the User is obliged to verify the Website's certificate – details on this subject can be found in the security rules

described on the Website – and

d) the SMS code that the User received on the phone is used to authorise the action that the User intends to perform.

6. The content of the security rules can be found on the Website, in the Bank's Units and in Customer Service.
7. Activation of the use of Electronic Access Channels means that the User confirms their knowledge of the Bank's security rules and accepts them.
8. The User is obliged to immediately report to the Bank via Customer Service or the Bank's Hotline outside of Customer Service hours, when at least one of the following situations occurs or when the User suspects that it may have occurred. These situations are:
   a) the information referred to in para. 2 has been: lost, stolen, misappropriated, copied, disclosed or used by an unauthorised person,

   > The information referred to in para. 2 includes:
   > - password,
   > - PIN,
   > - SMS Code,
   > - private key or code generated by the token, and
   > - any other information that allows access to the Electronic Access Channels or to identify the User, or to confirm Instructions, Payment Transactions or Foreign Currency Transactions.

   b) the device used by the User using the Electronic Access Channels has been: lost, stolen, misappropriated, used in an unauthorised manner,
   c) an unauthorised person had access to the device from which the User uses the Electronic Access Channels, or copied data from this device.

   In addition, the User is obliged – when such a situation occurs: to change the PIN or password to the Electronic Access Channels or to instruct the Bank to block the Electronic Access Channels.
9. The Bank may block any of the Electronic Access Channels:
   a) for a legitimate reason related to the security of access to any of these channels,
   b) if it suspects that an unauthorised person has used any of the Electronic Access Channels or the Account Holder has intentionally led to an unauthorised Payment Transaction through the relevant channel.
10. For security reasons, the Bank may record telephone conversations it conducts with Users.
11. The security rules described in this section are not affected by the situation in which the Account Holder agrees to:
    a) the PIS Supplier providing the service of initiating payments from Payment Accounts or
    b) the AIS Supplier providing the service of access to information about Payment Accounts and related Payment Transactions.
12. The Bank may deny the PIS Supplier or the AIS Supplier access to a given Payment Account for justified and documented reasons related to unauthorised or illegal access to the Payment Account by such supplier.

    In such a case, the Bank will notify the Account Holder of the refusal and its reasons:
    a) if possible – before refusal,
    b) no later than the next Business Day following the refusal or
    c) on another date – if it is due to security reasons or legal regulations.

    The Bank will enable the PIS Supplier or AIS Supplier to access the Payment Account immediately after the reason justifying the refusal ceases to exist.
13. The Bank may recommend that the Account Holder who uses the Electronic Access Channels install the Software in its IT system and use it.

    In such a case, the Bank allows the Account Holder to use the Software free of charge.
14. The agreement for the installation and use of the Software is concluded by: the Software supplier and the Account Holder, who accepts the end user license. The Bank is not a party to this agreement.

§ 47. User Identification

1. The User has access to the Account through the Electronic Access Channels when the Bank confirms the User's identity.
2. The Bank identifies the User or verifies their Instructions with, among others:
   a) identification code,
   b) PIN,
   c) password,
   d) SMS Code,
   e) code generated by the token or
   f) with the help of other information that the Bank has, and which should be known only to the User.

   The information provided by the User so that the Bank can identify the User must be consistent with the information that the Bank has.

   To make it possible for the Bank to identify the User, the User should follow the instructions or messages that the Bank provides to the User in the Electronic Access Channels.
3. If the Bank fails to identify the User three times, it may block their access to the Account – including through the Electronic Access Channels to which the User has attempted to gain access.
4. To unblock access, the Account Holder should contact the Bank Unit and follow the Bank's instructions.
5. In order to prevent unauthorised persons from using the Electronic Access Channels, the Bank may apply additional security measures – in addition to those specified in the Regulations.

§ 48. Securing and saving Instructions

The Bank records, secures and stores in a manner chosen by the Bank the Instructions submitted in the Electronic Access Channels.

§ 49. Table of Commissions and Fees

1. The Bank charges commissions and fees for activities related to the operation of the Account – in accordance with the Table of Commissions and Fees.

   > The Table of Commissions and Fees is available on the Website and in the Bank's Units.

2. The Bank charges commissions and fees to the Account. If they are denominated in a currency other than the currency of this Account, the Bank converts them according to the average exchange rate of the National Bank of Poland announced the day before the Account is debited.
3. The Bank may change the Table of Commissions and Fees if at least any of the following occurs:
   a) the quarterly, semi-annual or annual consumer price index changes by at least 1% compared to the corresponding previous period,
   b) any of the interest rates announced by the National Bank of Poland, the Monetary Policy Council change by at least 1% – especially the interest rate:
      - lombard loan rate of the National Bank of Poland,
      - rediscount of promissory notes rate of the National Bank of Poland,
      - reference rate of the National Bank of Poland,
      - mandatory reserve rate,
   c) the quarterly, semi-annual or annual costs incurred by the Bank in connection with the activities described in the Regulations change by at least 0.1% in relation to the corresponding previous period. In particular, it concerns the costs of: electricity, connections, interbank settlements, card settlements, labour and services of third parties,

d) scope, method or form of the actions related to the product or service provided by the Bank under the Regulations and affecting the Bank's operations or the change in costs incurred by the Bank of operations under the Regulations by at least 0.1% changes,
e) the Bank will adjust fees and commissions to analogous competitive offers of services and products,
f) legal provisions or benchmarks change or new ones are introduced that affect the Bank's operations or the costs incurred by the Bank of operations under by the Regulations – if these provisions:
- impose an obligation on the Bank to adjust fees and commissions,
- allow the Bank to charge fees and commissions, or
- directly affect activities related to the performance of the Account Agreement,
g) the manner or form of providing services changes for technical or technological reasons, and this will affect the Bank's operations or the costs of operations covered by the Regulations incurred by the Bank – by at least 0.1%,
h) the macroeconomic conditions that affect the Bank's operations or the costs incurred by the Bank for the activities covered by the Regulations change,
i) the Bank withdraws the Tariff Plan, product or service that it offers under the Account Agreement and that are covered by the Table of Commissions and Fees.

4. The Bank may change the title of a document or service, introduce changes in order or writing, or specify the provisions of the Table of Commissions and Fees.
5. The Bank shall amend the Table of Commissions and Fees in accordance with the rules and in compliance with the rights of the Account Holder, which relate to the amendments to the Regulations and referred to in § 66 paras 2-3.
6. The Bank **does not have to** notify the Account Holder of a change in the Table of Commissions and Fees if it:
a) reduces fees and commissions,
b) refrains from collecting them or
c) changes the name of a product, service, system – without changing their function,
d) introduces obvious clerical corrections.

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

1. The Bank charges fees and commissions for activities related to the servicing of the Account and the execution of instructions – in accordance with the Table of Commissions and Fees in force on the date of performance of a given activity.

The current Table of Commissions and Fees can be found in the Bank's Units and on the Website.

2. The Account Holder pays for the Bank's products and services in accordance with the general rules of the Table of Commissions and Fees – unless this table contains specific rules for the category of customers to which the Account Holder belongs.
3. The Bank may charge fees for non-standard services that are not included in the Table of Commissions and Fees. The Bank determines the amount of these fees with the Account Holder individually.
4. The Bank charges the Account Holder commissions and fees for services that it performs by order of other banks – in connection with the Agreement. The Bank agrees with these banks on the amount of these commissions and fees.
5. Commissions and fees may be paid by the Account Holder in cash or deducted by the Bank from the Account.
6. If the Account Holder pays a fee or commission in cash, they should do so when performing an activity for which the fee or commission is due to the Bank.
7. The Account Holder pays a commission on the purchase or sale of Currencies for PLN if one of the parties to this transaction pays in cash.
8. The Bank has the right to deduct from the Account the amounts of commissions and fees due to the Bank – without a separate instruction from the Account Holder.
9. The Bank charges a fee for maintaining a Foreign Currency Account:
a) from the Account to which the fee relates,
b) in the Currency of that Account, and
c) in an amount that is equivalent to this fee in PLN. The Bank converts it according to the average exchange rate of the National Bank of Poland announced the day before the Account is debited.
10. If there are insufficient funds in the Account on the day of collecting the commission or fee, the Bank:
a) debits this amount to the Account to which the commission or fee relates,
b) posts this receivable to an analytical account assigned to the Account Holder, maintained in PLN, and then
c) calls on the Account Holder to settle this amount within a specified period.
11. To calculate the commission for a transfer that uses exchange rates, the Bank uses the rate valid as at the time of order execution.
12. If the Bank does not collect the commission or fee on time, it may do so later.
13. The Bank specifies commissions and fees in the net amount. If VAT is to be added to the service, the Bank will increase the fee charged from the Customer with the VAT amount – in accordance with the law.

§ 51. Rules for charging fees and commissions for foreign currency operations

1. The Bank charges commissions in PLN from the Account for:
a) maintenance of Foreign Currency Accounts. The Bank debits the Foreign Currency Account with the equivalent amount in PLN. The Bank converts it according to the average exchange rate of the National Bank of Poland announced the day before the Account is debited,
b) execution of transactions from Accounts in PLN that are executed in Currencies. In this case, the Bank converts the amount of the commission into PLN according to the average exchange rate of the National Bank of Poland announced the day before the Account is debited,
c) orders from Foreign Currency Accounts. In this case, the Bank converts the amount of the commission into PLN according to the average exchange rate of the National Bank of Poland announced the day before the Account is debited,
d) costs accrued by intermediary banks that participated in the International Payment execution, in the case when the said costs are borne by the principal. If these costs are expressed in a Currency other than the Currency of the Account from which they are debited, the Bank converts these amounts according to:
- buying and selling rates in force at the Bank on the date of execution of the International Payment, or
- for orders placed by the Account Holder in the Electronic Access Channels – according to the average exchange rate of the National Bank of Poland announced the day before the Account is debited.
2. If an operation on Foreign Currency Accounts was 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, the NBP mid-rate is applicable to calculate the order amount in PLN (and to calculate the commission).
3. The Bank may charge commissions and fees relating to costs charged by other banks acting as intermediary in the execution of a Payment Transaction, regardless of fees or commissions charged by the Bank. Such receivables are charged either by debiting the Account or by decreasing the order amount.
4. The Bank charges commissions in PLN and Currencies, rounded off to the nearest hundredth.

§ 52. Detailed rules on which the Bank charges certain commissions and fees

1. If the day of collection of a fee and commission does not fall on a Business Day, the Bank charges a fee or commission on the next Business Day.
The Bank charges other fees and commissions at the time when it executes a given transaction.
2. If the Account is closed, the Bank may charge fees from or in connection with the Account at any time prior to the closure of the Account.

§ 53. Obligations of Payment Service Providers

1. The Payment Service Provider is obliged to immediately submit to the Bank documents confirming:
   a) entry of that provider in the register of payment service providers or
   b) notification to operate in Poland as a payment service provider.
2. When a Payment Service Provider provides payment services or services of issuing and redemption of electronic money to their customers, they 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 Service Providers for that purpose.
3. The Payment Service Provider shall, for the whole period of cooperation with the Bank:
   a) conduct their business in accordance with the provisions of law – including strictly comply with:
      - the AML Act – to the extent that it concerns obliged institutions, in particular Article 118 of this Act,
      - the Payment Services Act,
      - Regulation (EU) 2023/1113 of the European Parliament and of the Council on information accompanying transfers of funds and certain crypto-assets,
   b) promptly provide the Bank, upon its request, with information on:
      - this provider's performance of its duties related to counteracting money laundering and terrorism financing,
      - compliance with the Sanctions by this provider,
      - the original payer and the final payee of each transaction that is executed out with the use of the Bank's services or products,
      - 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,
   c) will not make accounts opened with the Bank available to third parties.
4. 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 AML Act as well to apply the financial security measures referred to in Article 34 para. 1 thereof, the Payment Service Provider shall immediately inform the Bank of:
   a) authorisations to operate as Payment Service Provider in Poland and any changes to or loss of these authorisations,
   b) public registers in which those authorisations and changes are disclosed,
   c) their status, financial standing, intentions and their activities in Poland,
   d) any Account used by the given payment service provider in order to provide payment services,
   e) public warning issued by authorised bodies in respect to this provider,
   f) situations in which the Payment Service Provider has violated:
      - the AML Act,
      - Article 118 of this Act, or has failed 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,
      - regulations of other Member States concerning Anti-Money Laundering and Counter-Terrorist Financing of other Member States,
   g) other important facts or risks that may impact the performance of the Account Agreement.
5. The Bank maintains Currency Accounts for Payment Service Providers in selected Currencies only.
6. When a Payment Service Provider transfers funds using an Account, it must comply with the requirements of Regulation (EU) 2023/1113 on information accompanying transfers of funds and certain crypto-assets. This means that the Payment Service Provider uses the Uniform Standard for Coding Information Accompanying Transfers in the Service of Non-Bank Payment Institutions, which can be found on the website: https://zbp.pl/aktualnosci/wydarzenia/Standard-kodowania-informacji.

§ 54. Material reasons for termination of an Account Agreement for a Payment Service Provider

The Bank has the right to terminate the Account Agreement to the Payment Service Provider – without notice – when:
   a) the Payment Service Provider:
      loses authorisation to provide payment services in Poland,
      - conducts operations in the field of providing payment services, the nature of which **has not been agreed** with the Bank,
      - uses the Bank's services to provide its own services, the nature of which **has not been agreed** with the Bank, and which are **inconsistent** with the Bank's policy – in particular with regard to the risk in the field of counteracting money laundering and terrorist financing,
      - **fails to inform** the Bank about its authorisations to provide payment services, loss or change of these authorisations,
   b) an even or situation described in § 17 para. 4 section b), § 21 para. 1 section f), § 21 para. 1 section g) or § 69 para. 1 section j)-l), q) or r) of the Regulations occurs,
   c) the Account Holder:
      - is on the list of public warnings against dishonest entrepreneurs maintained by the Polish Financial Supervision Authority or on a similar list maintained by the competent supervisory authority of a Member State other than Poland,
      - **does not** apply special restrictive measures referred to in Article 118 of the AML Act – especially if it does not comply with the recommendations and communications of the GIFI on the Sanctions or the sanctions list of the Ministry of Interior and Administration,
      - uses the PSP Account contrary to the Account Agreement,
      - fails to meet the requirements of Regulation (EU) 2023/1113 on information accompanying transfers of funds and certain crypto-assets.

§ 55. Final provisions

1. The Bank shall provide the Account Holder with the statements at times and in a manner consistent with the Account Agreement or the Account Holder's instruction, which the Bank will accept. The Account Holder can choose, among others, the following statements:
   a) daily: The Bank prepares them on every Business Day - for the preceding Business Day, or
   b) weekly: The Bank prepares them on a Business Day chosen by the Bank - for the preceding calendar week.
2. If the Account Holder **does not choose** the type of statements or the method of receiving them, the Bank will send statements free of charge to the Account Holder – every month, in accordance with the Civil Code.
3. Upon the Account Holder's request, the Bank Unit maintaining the Account makes copies of statements for this Account. A fee for this action is charged in accordance with the Table of Commissions and Fees.

§ 56. Change in the Account Holder's personal data

1. The Account Holder shall notify the Bank of any changes of data which the Account Holder provided to the Bank upon concluding andin the course of the Account Agreement.
2. The Bank may update the Account Holder's data on the basis of current information from the National Court Register, CEIDG or other publicly available registers. Information about current data:
   a) is placed in GOonline Biznes,
   b) is sent to the Customer to the e-mail address provided by the Customer, or
   c) is delivered to the Customer in another form by the Bank.

§ 57. Correspondence with the Bank

1. The Account Holder is obliged to inform the Bank – in writing or with an Electronic Signature – of any change in their correspondence address. To do this, the Account Holder submits up-to-date documents with the changed data to the Bank.
   The Account Holder shall inform the Bank, in any form, of changes to their registration data as disclosed in the relevant register.
2. Correspondence sent by the Bank to the Account Holder by post or courier to the last correspondence address provided by the Account Holder (or the registered office address – if the Account Holder **has not provided** a correspondence address) shall be deemed to have been delivered.
3. The Bank may send correspondence to the Account Holder, including any information related to the performance of agreements concluded with the Bank, to the e-mail address provided by the Account Holder or via GOonline Biznes. The Bank **is not** obliged to encrypt correspondence.

§ 58. Authorisation, hold put on the Account

1. If the Account Holder has any due obligation towards the Bank, the Bank:
   a) is authorised to debit the Account (except for the Escrow Account, Trust Account, PSP Account and Term Deposit Accounts) with funds to cover this obligation. The Bank may do so without an Instruction or
   b) it may contractually set off its due receivable against the Account Holder's receivable under the Account (with the exception of the Escrow Account, Trust Account, PSP Account and Term Deposit Accounts). The Bank can do this without submitting a declaration of intent. The Bank will immediately notify the Account Holder of the deduction – by placing this transaction on the Account statement.
   If the amount withdrawn is denominated in a currency other than the currency of the Account, the Bank converts the Currency – in accordance with §20.
2. The Bank has the right to block funds in the Account (except for the Escrow Account, the Trust Account and the PSP Account) if the Account Holder:
   a) breaches the agreement under which the Bank granted financing to the Account Holder or a third party – if the occurrence of such a breach would entitle the Bank, in accordance with this agreement, to terminate it – and
   b) is obliged to repay such financing (as a surety or on another basis).
   The blockade may last as long as such the event of default lasts and may include the amount of the current debt to the Bank under the breached agreement.
   The Bank shall immediately notify the Account Holder that it has imposed or withdrawn the blockade.

§ 59. Unauthorised Debit Balance

1. The Account Holder shall immediately repay the Unauthorised Debit Balance.
2. The Bank has the right to charge interest in the amount of the statutory maximum interest for delay on the amount of the Unauthorised Debit Balance from the date of its occurrence until the day before repayment.

§ 60. Limitation of the Bank's liability

1. The Bank shall not be held liable for the consequences of disclosing banking secrecy through the Electronic Access Channels to a person identified by the Bank as a User, because the correct information was used to:
   a) identify the User,
   b) authorise Payment Transactions or
   c) conclude Foreign Currency Transactions.

   The information used includes, but is not limited to: password, PIN, SMS code, private key or code generated by a token.
2. The Bank **is not liable** for damages that occurred when the Bank executed an Instruction containing an incorrect account number.
3. **Nor is** the Bank **liable** for any damage resulting from the circumstances beyond the Bank's control. This applies, among others, to situations in which the Bank:
   a) has taken reasonable steps to apply the law or the decisions, positions, rulings or interpretations of public authorities, including supervisory authorities and courts,
   b) has applied financial security measures or legal provisions that relate to Sanctions or regulate counteracting money laundering and terrorist financing.
4. The Bank **is never liable** for lost profits.
5. If the Bank is at fault for the delay in making the payment, it is liable up to the amount of statutory interest for the delay on the amount of the payment.

§ 61. Unauthorised Payment Transaction

1. If a Payment Transaction occurs that the User **has not authorised**, the Bank is obliged to restore the debited Account to the state prior to such transaction. The Bank is obliged to do so no later than by the end of the next Business Day after detecting an unauthorised Payment Transaction or reporting it by the Account Holder in accordance with the Regulations.
2. The Account Holder is fully liable for the Payment Transaction that the User **did not authorise** and the Payment Transaction was executed because a third party used the device or appropriated the device on which the User uses at least one of the Electronic Access Channels.
3. The Account Holder shall be liable for unauthorised Payment Transactions in full if they were caused intentionally by the User or as a result of an intentional breach of security rules by the User or a breach of these rules as a result of a lack of due diligence.
   This applies in particular to situations in which the User:
   a) has used a device through which the User has access to any of the Electronic Access Channels contrary to the Account Agreement,
   b) **has failed to** immediately **report** the loss, theft, misappropriation or unauthorised use of the device or unauthorised access to the device, to the Bank or an entity indicated by the Bank
   c) **has failed to take** steps to prevent the security of the device from being compromised, including but not limited to storing the device with due care and not making it available to unauthorised persons, or
   d) **has not verified** whether logging in to GOonline Biznes takes place in the domain of the Website or whether the SMS Code is used to approve the action that the User intends to perform.
4. The Account Holder shall not be liable for unauthorised Payment Transactions – unless the User has intentionally conduced to them:
   a) Executed after the Account Holder reports (pursuant to §46 para. 8) the occurrence or suspicion of the occurrence of a situation that jeopardises the security of the Electronic Access Channels, or
   b) If the Bank **fails to provide** the Account Holder with the opportunity to report an unauthorised Payment Transaction.
5. The Bank **shall not refund** the amount of an unauthorised Payment Transaction to the Account Holder if:
   a) it has reasonable and documented grounds to suspect fraud, and
   b) it informs the law enforcement authorities in writing thereof.
6. In the event that the Bank proves the circumstances referred to in para. 3 or the fact of authorising the payment transaction, the Bank is entitled to deduct from the Account the amount returned as a result of the notification referred to in para. 1, of which the Bank will inform the Account Holder.
7. The Bank applies the rules related to an unauthorised Payment Transaction described in the Regulations also if the Account Holder initiates a Payment Transaction through the PIS Supplier.

§ 62. Notification of the Bank on irregularities in Payment Transactions and complaints

1. The Account Holder is obliged to immediately inform the Bank if they find unauthorised, unexecuted or improperly executed Payment Transactions. The Account Holder does so by filing a complaint at each Bank Unit or Customer Service, or through the Bank's Hotline outside of Customer Service working hours in the oral or written form, by telephone or electronically.
   If the Account Holder **fails to do so** within 3 months of debiting the Account or from the date on which the Payment Transaction was to be executed, the Account Holder's claim for a refund of the amount of the unauthorised Payment Transaction expires.
2. The Account Holder shall include in the complaint:
   a) all the information that might help the Bank process it, and
   b) copies of documents that indicate the legitimacy of the complaint.
3. The Account Holder is obliged to provide all additional information and documents requested by the Bank and which are necessary for the Bank to consider the complaint.
4. The Bank shall consider and respond to a complaint concerning Payment Transactions or the provision of other services regulated by the Payment Services Act within 15 Business Days.
   In particularly complicated cases that prevent the Bank from considering the complaint and responding to it within 15 Business Days, the Bank:
   a) notifies the Account Holder thereof,
   b) explains the reason for the delay,
   c) indicates what other circumstances it must establish in order to consider the complaint and
   d) determines the expected date within which it will consider the complaint and respond to it. This period **may not** exceed 35 Business Days from the receipt of the complaint.

§ 63. Other complaints

1. In matters other than described in the paragraph above, the Account Holder has the right to file a complaint about the services provided by the Bank. The Account Holder should file a complaint immediately when a situation of concern arises.
2. If the Account Holder is a natural person, they may file a complaint in accordance with paras 3-6.
3. The Account Holder may file a complaint:
   a) electronically: in GOonline Biznes, to Customer Service or via the complaint form on the Website;
   b) in writing:
      - in person in each Bank Unit,
      - by letter to the address of the Bank Units or its registered office,
   c) orally by phone at: 22 134 00 00 / 500 990 500, or at Customer Service
   d) to the address for electronic service (e-Deliveries),

   The addresses of the Bank Units and its registered office can be found, among others, on the Website.
4. When the Account Holder files a complaint, the Bank considers it and provides the Account Holder with a response in the form (paper or electronic) in which the Account Holder filed it – unless the Account Holder has requested a response in a specific form. If the Account Holder has filed a complaint orally, in paper or electronic form – the Bank will respond in accordance with the Account Holder's request.
5. The Bank processes and responds to the complaint immediately – up to 30 days from its receipt. In particularly complicated cases that prevent the Bank from considering the complaint and responding to it within 30 days, the Bank:
   a) notifies the Account Holder thereof,
   b) explains the reason for the delay,
   c) indicates what other circumstances it must establish in order to consider the complaint, and
   d) determines the expected date within which it will consider the complaint and respond to it. This period **may not** exceed 60 days from the receipt of the complaint.
6. The Account Holder also has the right – in addition to filing a complaint:
   a) apply to the Financial Ombudsman – under the Act of 5 August 2015 on Complaint Handling by the Financial Market Entities and Financial Ombudsman and the Financial Education Fund – or
   b) pursue their claims in accordance with the provisions of law.

§ 64. Assignment and pledge of receivables

Receivables arising from the Account Agreement may be assigned to a third party or encumbered with a pledge with a prior consent of the other Party in writing or with an Electronic Signature.

§ 65. Statements and Conclusions

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 or the Regulations specify otherwise.
The Account Holder is obliged to secure access to the data and devices on which the Electronic Signature is submitted – including access data to an e-mail or mobile phone.

§ 66. Amendments to the Regulations

1. The Bank may amend the Regulations if at least one of the following situations occurs:
   a) the Bank changes or introduces new products or the range of services it offers – which results in the need to amend the Regulations,
   b) the technical or organisational solutions used by the Bank for its products or services change,
   c) the Bank introduces new functional, organisational or technical solutions,
   d) the scope, manner or form in which the Bank performs the activities covered by the Regulations changes,
   e) the Bank withdraws a product or service that is covered by the Regulations from the offer,
   f) the Bank changes the title of the document or service, introduces changes in order or writing, or clarifies the provisions of the Regulations after analysing the complaint,
   g) new or existing provisions of law appear or change, or authorised authorities issue new or change current recommendations, interpretations or administrative decisions on the manner of applying these provisions – to the extent that the Bank is obliged to introduce or apply them in order to properly perform the Account Agreement,
   h) the rules and deadlines for setting exchange rates are specified, the frequency of their setting is changed, or a publicly available source independent of the Bank is indicated, on the basis of which the Bank determines exchange rates.
2. With the exception described in §49 para. 6, the Bank shall notify the Account Holder of the amendment to the Regulations in electronic form or in writing no later than 14 days prior to the entry into force of the amendment.
3. If the Bank changes the Regulations and the Account Holder **does not agree** to this change – they submit an objection in writing or with an Electronic Signature. An objection means termination of the Account Agreement. Until the end of this period, the existing documents – before the amendment, are valid.
   The Account Holder has 14 days from the receipt of the notification of the amendment to the Regulations to submit a statement of objection. If the Account Holder **fails to**

submit a statement in this matter within this time, the Bank shall consider that the Account Holder has accepted the amendment.

§ 67. Form of amendments to the Account Agreement

1. 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.
2. If the Account Holder and the Bank agree on Individual Pricing Terms, the Bank will provide the Account Holder with a confirmation of these arrangements in electronic or paper form.

§ 68. Account Agreement Termination by the Account Holder

1. The Account Holder may terminate the Account Agreement any time upon 30-day notice.
2. If, on the last day of the notice period, the Account Holder has unsettled:
   a) Foreign Currency Transactions – the Account Agreement will expire on the Settlement Date of the last Foreign Currency Transaction,
   b) Term Deposits – this deposit will be terminated on that day.
3. During the notice period, a revolving Term Deposit shall not be rolled over for subsequent periods.
4. The Account Holder terminates the Account Agreement in writing or with an Electronic Signature – under pain of nullity.
5. When the Account Holder terminates the Account Agreement or when it expires, the Bank shall place the funds that are in the Account at the disposal of the Account Holder. From that moment on, these funds **shall bear no** further interest.
6. If the Account Holder terminates the Account Agreement, by the date of expiry of this agreement, the Account Holder is obliged to:
   a) repay liabilities towards the Bank, including all commissions and fees due to the Bank – under pain of enforcement proceedings,
   b) if there is a positive balance on the last VAT Account and if the Account Holder closes the Account for which the Bank maintains the last VAT Account – submit an Instruction to transfer funds to the Account Holder's VAT account maintained in another bank,
   c) place instructions regarding funds in the Account.

§ 69. Account Agreement termination by the Bank

1. The Bank may terminate the Account Agreement for important reasons – the notice period is 30 days. Important reasons include, but are not limited to, situations where:
   a) the Account Holder provided – when concluding or during the performance of the Account Agreement – untrue, incomplete or outdated information or **did not provide** the information or documents required by the Bank. This point also applies to a situation in which the Customer submitted false, forged or altered documents, or misled the Bank in any other way,
   b) the Account Holder **has failed** to comply with the Regulations or the Account Agreement,
   c) the Account Holder **has not paid** – within 14 days of sending the notification by the Bank – the commissions or fees charged by the Bank for activities related to the Account service, or has not fulfilled the obligations due to the Bank under other agreements concluded with the Bank on time,
   d) the Account Holder, User, Proxy, member of the Account Holder's governing bodies, their shareholder:
      - have committed a crime specified in Chapters XXXIII-XXXVII of the Criminal Code or Articles 586-592 of the Code of Commercial Companies and Partnerships, or
      - have used the Account illegally or for illegal purposes,
   e) **there was no** turnover on the Account for subsequent three months – except for adding interest or charging it with commissions or fees,
   f) the Account Holder has ceased to conduct the activity, in connection with which the Account was maintained,
   g) the Account Holder has conducted business activity without the required permit or illegally,
   h) the Account Holder:
      - has disrupted the Bank's Account service or other customers' service, or
      - has threatened or violated the interest of the Bank, other customers or employees of the Bank,
   i) persons authorised to represent the Account Holder have submitted contradictory Instructions or there has been a dispute as to who is authorised to represent the Account Holder,
   j) the Account Holder **has not removed** the reasons for the blockade of the Account imposed by the Bank in accordance with the Regulations within the time limit specified by the Bank,
   k) the Bank has a justified suspicion that the Account Holder violated the law related to anti-money laundering and counteracting the financing of terrorism, or used the Bank's activity to carry out criminal or related activities,
   l) the Bank **has not received** all the data, information or documents required by the Bank as part of the application of financial security measures listed in Article 34 of the AML Act,
   m) the Bank has negatively assessed the risk specified in Article 33 of the AML Act,
   n) the Bank has withdrawn the product or service it offers under the Account Agreement or **does not make** the product or service **available** to Corporate Customers or Customers of the Small and Medium-Sized Enterprises segment,
   o) the Bank has changed its business strategy,
   p) the law has changed, which has prevented or hindered the provision of services by the Bank under the Account Agreement,
   q) the Bank has received information that the Account Holder has been registered by another issuer of electronic payment instruments as a person improperly performing an agreement for an electronic payment instrument,
   r) the Account Holder, its statutory representative or representative, Proxy or party to a Payment Transaction or other transaction executed using the Account – including the Escrow Account – is an entity that is subject to Sanctions,
   s) the Account Holder, its statutory representative, representative or Proxy or the parties to the Escrow Account use the Account to conduct business which, in the Bank's reasonable assessment based on the applied financial security measures required by the AML Act, may be used by an entity subject to Sanctions,
   t) the Account Holder conducts activities not accepted by the Bank – a list of types of activities not accepted by the Bank can be found on the Website.

§ 70. Termination of the Account Agreement

1. If either Party terminates the Account Agreement in the part relating to an Account to which only one VAT Account is linked, the Account Holder is obliged to:
   a) repay liabilities to the Bank,
   b) submit an Instruction to transfer funds from this VAT Account to another VAT Account. If the Account Holder fails to submit such an Instruction, the Bank has the right to transfer these funds to the VAT Account of its choice during the notice period of the Account Agreement termination.
2. The Bank has the right to terminate the Account Agreement without notice if:
   a) for 12 months, there **has been no** turnover on any Account – **except for** adding interest or charging it with fees or commissions,
   b) total funds in these Accounts does not exceed PLN 100 and
   c) **none** of these Accounts **is associated** with other products that the Account Holder may use under the Account Agreement or other agreements concluded with the Bank.
3. If the Bank terminates the Account Agreement, the Account Holder is obliged – until the date of expiry of the Account Agreement:
   a) repay liabilities to the Bank,
   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 another bank,
   c) administer funds in the Account.

5. The Account Agreement is terminated:
   a) when the notice period expires – on that day,
   b) on the date of termination of the Account Agreement by the Bank due to lack of turnover on the Accounts,
   c) when the Bank obtains reliable information about the death or termination of the legal existence of the Account Holder – on the day of such event. However, if the Account Holder is a natural person, the Account Agreement shall be terminated no earlier than one year after the death of the Account Holder and provided that **no** succession management **has been** established.
6. If, on the last day of the notice period, the Account Holder has unsettled:
   a) Foreign Currency Transactions – the Account Agreement will expire on the Settlement Date of the last Foreign Currency Transaction,
   b) Term Deposits – this deposit will be terminated on that day.
7. Upon the lapse of the Account Agreement notice period, the Bank puts the funds in the Account at the Account Holder's disposal. From that moment on, these funds **bear no** further interest and the Account Holder can only transfer them to their account at another bank.
8. If there are funds left in the VAT Account after the expiry of the Account Agreement, the Bank will transfer them to a technical account. The Bank will pay them to the Account Holder
   when it receives information from the head of the tax office referred to in Article 108b para. 14 of the VAT Act.
9. If there are funds left in any Account after the expiry of the Account Agreement, the Bank will transfer them to a technical account. Within two years – the Bank counts this time from the end of the year in which the Agreement expired – the Account Holder may request the Bank to return these funds. Once this deadline has expired, the Bank has the right to refuse to return the funds.

§ 71 Jurisdiction of the court

If the Account Holder is not a natural person, any disputes with the Bank are heard by a common court with territorial jurisdiction over the Bank's registered office.

§ 72. Access to personal data

1. Since the Bank performs cross-border money transfers through the Society for Worldwide Interbank Financial Telecommunication (SWIFT), the United States Government may have access to the personal information of those who act for the Customer.
2. The Bank informs the Account Holder and the Account Holder agrees that in the case of SEPA Transfers, EBA Clearing or its subcontractors, with which EBA Clearing may cooperate as the operator of the STEP2-T SEPA Credit Transfer system, may have access to personal data.

Appendix No. 1 to the Regulations: "BMR Rules"

§ 1

This appendix (hereinafter: the BMR Rules) is part of the Regulations. It contains the rules that the Bank will follow in the event of a temporary or permanent discontinuation of the Base Rate or when the method of its calculation changes.

§ 2

Glossary

1. **€STR -** the Euro Short-Term Rate, the Administrator of which is the European Central Bank (ECB) or another entity which assumes this role in the future The €STR is provided according to a method defined by the administrator, in accordance with the documentation of the benchmark available on the administrator's website: https://www.ecb.europa.eu/
2. **Administrator** - an entity exercising control over the Benchmark provision.
3. **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.
4. **Temporary Non-Publication of the Benchmark** – a situation in which the Base Rate will not be published for reasons other than the Regulatory Event
5. **Application Date** – the date on which the Parties apply the Base Rate to determine their benefits
6. **Conversion Date** – any of the following days:
   a) if a Notice of Non-Authorisation is announced, the later of the following:
      - the first day after 15 Business Days following the Notice of Non-Authorisation, or
      - the first day on which the Current Rate cannot be lawfully applied in the agreements specified in the BMR,
   b) if a Notice of Publication Cessation is announced, the later of the following:
      - the first day after the period of 15 Business Days following the Notice of Publication Cessation, or
      - the first day on which the Current Rate is not published in connection with the Notice of Publication Cessation, or
7. **EURIBOR** - the Euro Interbank Offered Rate administered by the European Money Markets Institute (EMMI) or any other entity exercising this function in the future, for the period specified in the Agreement for the Base Rate, The EURIBOR is provided according to a method defined by the administrator, in accordance with the documentation of the benchmark available on the administrator's website: https://www.emmi-benchmarks.eu
8. **Working Group** – a group that prepares a proposal to replace the Current Rate and which:
   a) has been identified by a public administration body or a market regulator or
   b) works under the supervision or with the participation of such authorities
9. **Central Counterparty -** a licensed central counterparty through which the Bank will clear transactions using the Base Rate and hedging the risk of its change, e.g. LCH Ltd. or KDPW_CCP,
10. **Adjustment** – a value, formula or calculation method used to reduce or eliminate the economic effects of replacing the Current Rate with an Alternative Rate. Adjustment may include:
    a) the method of calculation – for example, the submission or capitalisation of daily interest rates for the period for which the interest is calculated – or
    b) other adjustments that involve the replacement of the Current Rate
11. **Notice of Non-Authorisation** - a situation in which a reliable source publicly announces that the Base Rate has not been registered or that no decision on its equivalence has been 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,
12. **Notice of Publication Cessation** - a situation in which 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 Base Rate
13. **Designating Entity** – the European Commission, the Administrator's regulator, the Administrator, an authorised public administration body or any other authorised entity, which has the right to recommend or determine an Alternative Rate or an Adjustment,
14. **POLSTR** – Warsaw Interbank Offered Rate reference benchmark administered by GPW Benchmark S.A. or any other entity which will exercise this function in the future. The POLSTR is provided according to a method defined by the administrator, in accordance with the documentation of the benchmark available on the administrator's website: https://www.gpwbenchmark.pl/,
15. **Bloomberg Rule Book -** "IBOR Fallback Rate Adjustments Rule Book" or any future successor document,
16. **SARON -** the Swiss Average Rate Overnight, the Administrator of which is SIX Index AG or another entity which assumes this role in the future The SARON is provided according to a method defined by the administrator, in accordance with the documentation of the benchmark available on the administrator's website: https://www.six-group.com/,
17. **SOFR -** 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 The SOFR is provided according to a method defined by the administrator, in accordance with the documentation of the benchmark available on the administrator's website: www.newyorkfed.org,
18. **SONIA** - the Sterling Over Night Index Average, the Administrator of which is Bank of England or another entity which assumes this role in the future The SONIA is provided according to a method defined by the administrator, in accordance with the documentation of the benchmark available on the administrator's website: www.bankofengland.co.uk
19. **Alternative Rate** – the Base Rate which, under the Account Agreement, replaces the Current Rate in an Emergency
20. **Base Rate** – a Benchmark:
    a) agreed by the Parties in the Account Agreement,
    b) in respect of which the Parties determine the interest rate on the funds in the Account,
    c) specified for a given currency and period
    or a Benchmark, the change of which will allow such interest rate to be changed
22. **Current Rate** – the Base Rate that is in effect before the Emergency
23. **RFR rate** - €STR, POLSTR, SONIA, SOFR or SARON,
24. **Emergency** – Notice of Non-Authorisation, Notice of Publication Cessation or Temporary Non-Publication of the Benchmark
25. **Benchmark** - a reference benchmark or index as defined by the BMR.
26. **WIBID** – a WIBID reference benchmark administered by GPW Benchmark S.A. or any other entity which assumes this role in the future. The WIBID is provided according to a method defined by the administrator, in accordance with the documentation of the benchmark available on the administrator's website: https://www.gpwbenchmark.pl/,
27. **WIBOR** - a Warsaw Interbank Offered Rate reference benchmark administrated by GPW Benchmark S.A. or any other entity which assumes this role in the future.
    jest GPW Benchamark S.A. The WIBOR is provided according to a method defined by the administrator, in accordance with the documentation of the benchmark available on the administrator's website: https://www.gpwbenchmark.pl/,
28. **Regulatory Event -** Notice of Non-Authorisation or Notice of Publication Cessation

§ 3

1. The Bank will:
   a) determine the Alternative Rate and Adjustment in accordance with §5 - §11 below, and
   b) apply them from the first Application Date that falls on or after the Conversion Date, for the entire duration of the Account Agreement.
2. If, between the date of the Regulatory Event and the Conversion Date, no Current 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. When a Regulatory Event occurs, the Bank will apply the Alternative Rate and the Adjustment, even if the reasons for replacing the Current Rate cease to exist.
4. An Emergency **is not** a change in the method of calculating the Base Rate by the Administrator.
   Nor is it the basis for amending the Account Agreement.

5. These Rules apply accordingly to the situation where the Current Rate is the basis for changing the interest rate on the funds in the Account.

§ 4

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

§ 5

If a Regulatory Event occurs that will concern:

a) EURIBOR, or WIBID, the Bank will first apply the solutions set out in § 6 and § 12. If their application is not possible – from § 7 to § 12,

b) other Base Rate – the Bank will immediately apply the solutions from § 7 - § 12.

§ 6

1. If the Regulatory Event concerns EURIBOR, the Bank will apply €STR as the Alternative Rate.
2. If the Regulatory Event concerns WIBID, the Bank will apply POLSTR as the Alternative Rate.
3. If the Regulatory Event concerns WIBOR, the Bank will apply POLSTR as the Alternative Rate.
4. The Bank will apply an Adjustment to the Alternative Rate, which will be calculated under § 12.

§ 7

If a Regulatory Event occurs, the Bank will apply the Alternative Rate and the Adjustment indicated by the Designating Entity – provided that this indication applies to such types of:

a) customers to whom the User belongs, and

b) contractual relationship to which the Account Agreement corresponds.

If the Designating Entity does not indicate the Adjustment (or indicates that the Adjustment is not to be applied), the Bank will determine the Adjustment pursuant to §12.

§ 8

If the Bank is unable to use the solution described in §7, the Bank will apply the Alternative Rate and the Adjustment, which will be indicated by the central bank appropriate for the currency of the Base Rate – provided that this indication applies to such types of:

a) customers to whom the User belongs, and

b) contractual relationship to which the Account Agreement corresponds.

If the central bank for the currency of the Base Rate does not determine the Adjustment (nor does it indicate that the Adjustment shall not be applied), the Bank will determine the Adjustment pursuant to § 8.

§ 9

If the Bank is unable to use the solutions described in § 7 – § 8, the Bank will apply the Alternative Rate and the Adjustment indicated by the Working Group – provided that this indication applies to such types of:

a) customers to whom the User belongs, and

b) contractual relationship to which the Account Agreement corresponds.

If the Working Group does not indicate the Adjustment (nor does it indicate that the Adjustment shall not be applied), the Bank will determine the Adjustment pursuant to § 12.

§ 10

If the Bank is unable to use the solutions described in § 7 - § 9, the Bank will apply the same: Alternative Rate and Adjustment as the Central Counterparty for the Ratio corresponding to the Current 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 accordance with § 12.

§ 12

1. Subject to para. 2 – para. 4, the Bank will calculate the Adjustment as the median of differences between the Current Rate and the Alternative Rate for a period of five years (or a shorter period if the Current Rate or the Alternative Rate was calculated for a shorter period) prior to the date of the Regulatory Event.
2. If the Current Rate is WIBOR, the Bank will apply the Adjustment calculated according to the rules specified the Bloomberg Rulebook, which, according to the International Swaps and Derivatives Association communication, amounts to:
   a) 0.09700% for WIBOR O/N,
   b) 0.29799% for WIBOR SW,
   c) 0.31066% for WIBOR 2W,
   d) 0.31756% for WIBOR 1M,
   e) 0.31052% for WIBOR 3M,
   f) 0.26543% for WIBOR 6M,
   g) 0.25719% for WIBOR 1Y.
3. If the Current Rate is WIBID, the Bank
   a) will assume, for the Adjustment calculation, that the Current Rate is WIBOR with the same tenor as WIBID and will apply the Adjustment calculated according to the rules specified the Bloomberg Rulebook, which, according to the International Swaps and Derivatives Association communication, amounts to:
      i. 0.09700% for WIBOR O/N,
      ii. 0.29799% for WIBOR SW,
      iii. 0.31066% for WIBOR 2W,
      iv. 0.31756% for WIBOR 1M,
      v. 0.31052% for WIBOR 3M,
      vi. 0.26543% for WIBOR 6M,
      vii. 0.25719% for WIBOR 1Y, and
   b) will decrease the Adjustment by the spread between WIBID and WIBOR with the following values:
      - for the O/N WIBID tenor – 0.3 percentage point,
      - for a WIBID tenor other than O/N – 0.2 percentage point.
4. The Bank shall add the Adjustment to the Alternative Rate, whereas if the Current Rate is WIBID, the Bank will add the Adjustment and include the spread, in accordance with para. 3.

§ 13

If a Regulatory Event occurs, the Bank – in the manner provided for notices in the Account Agreement – will provide the User with information about:

a) the solution used,

b) the provided Alternative Rate and its value,

c) if necessary, information about the Adjustment applied.

The Bank will also publish information on the Alternative Rate and Adjustment on the Website.

§ 14

If the Current Rate is permanently replaced with the Alternative Rate, the Bank will apply provisions of the Regulations, the Agreement and the Rules that concern the Base Rate and the Current Rate to the Alternative Rate and the Adjustment, respectively.

Warsaw, 15 August 2026