

General Terms and Conditions of Co-operation with Clients

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CHAPTER I

GENERAL PROVISIONS

- 1.1. These General Terms and Conditions of Co-operation with Clients (the “**Rules**”) regulate the co-operation between Bank Handlowy w Warszawie S.A. (“**Bank Handlowy**”) and its Clients - entrepreneur as defined in the Act of 2 July 2004 on the Freedom of Economic Activity or any other act that amends or supersedes it - banks, credit institutions, financial institutions and other persons having legal capacity pursuant to the provisions of law in force (“**Account Holder**”) with respect to all agreements concluded by Bank Handlowy and the Account Holder in the content of which they are referred to.
- 1.2. The Rules also determine certain terms of making available the electronic banking data processing and transmission system (the “**Network**”), part of Bank Handlowy’s IT system. In particular, the purpose of the Network is to be used by the Account Holder to carry out payment transactions and settlements in the bank account (the “**Account**”) and to obtain information about the Account or about bank operations carried out with Bank Handlowy, to enter into agreements on the provision of banking services and to use the services offered by Bank Handlowy, as well as to accept statements and declarations (including declarations of intent), requests (including set up requests relating to the Network set up or its functionalities, appointing of persons authorized to give instructions via the Network on behalf of the Account Holder (“**Users**”) along with their entitlements) and instructions from Bank Handlowy and to submit same to Bank Handlowy. The Account shall not be used by the Account Holder to give instructions that are not related to the economic activity carried out by the Account Holder.
- 1.3. The Rules determine certain terms relating to payment services provided by Bank Handlowy within the territory of the Republic of Poland or in trade with other Member States of the European Union or Member States of the European Free Trade Association (EFTA) - parties to the European Economic Area Agreement (each: “**Member State**”), as specified in the Act of 19 August 2011 on payment services (the “**Act**”), with the provision that Bank Handlowy and the Account Holder agree that the following articles of the Act shall not apply in whole: Articles 17 to 32, Articles 34, 35 to 37, Article 40(3) and (4), Article 45, Articles 47 to 48, Articles 144 to 146 of the Act, and for the avoidance of doubt, confirm that Article 44(2), Article 46(2) to (5) and Article 51 of the Act apply to the payment services provided by Bank Handlowy.
- 1.4. Bank Handlowy and the Account Holder agree that whenever the term “instruction” is used in these Rules, the term shall also include a payment order within the meaning of the Act, and the authorization of an instruction to make a disbursement, transfer or cash withdrawal shall be equivalent to the authorization of the payment transaction covered by such an instruction.
- 1.5. Bank Handlowy and the Account Holder agree that each reference to a location of Bank Handlowy (“**Location of Bank Handlowy**”) in these Rules, shall include own locations of Bank Handlowy as well as establishments of entrepreneur which have been commissioned by Bank Handlowy to carry out certain activities in the name and on behalf of Bank Handlowy, including settlements, in particular in the form of cash deposits and withdrawals, in connection with the maintenance of bank accounts by Bank Handlowy.
- 1.6. On its website at www.citihandlowy.pl/clientzone, Bank Handlowy shall publish information on cut-off times and maximum amounts, current interest rates, list of charges for banking services, foreign exchange rates and communication channels of Bank Handlowy, including contact information for the Customer Service Department - CitiService (“**CitiService**”), contact information for locations of Bank Handlowy, information on the scope of services offered by those locations, information provided and instructions accepted, and additionally, Bank Handlowy shall publish user guides (manuals) for the Network or another electronic banking data processing and transmission system.
- 1.7. The Account Holder has the right to make a complaint by email, over the telephone through a CitiService , in writing or in person at Bank Handlowy units providing services to the Account Holder, to the addresses provided on Bank Handlowy’s website, at www.citihandlowy.pl/clientzone. Bank Handlowy shall respond to the complaints immediately, however no later than 30 days from the date of receiving the complaint. In particularly complex situations, the time limit for responding may be extended to 60 days for individuals being entrepreneurs, whereas in the remaining cases it may be extended to 90 days, unless provisions of law set forth a shorter period for claim processing. Bank Handlowy shall respond to submitted claims in writing, by email or over the telephone, unless provisions of law set forth a special form of response. At the request of the Account Holder, Bank Handlowy shall confirm the receipt of the complaint over the telephone or in another manner specified by the Account Holder. The detailed information concerning the procedure to be followed when submitting and processing the complaint is available on Bank Handlowy’s website. Bank Handlowy shall inform the Account Holder that the activities of Bank Handlowy are overseen by the Polish Financial Supervision Authority. In justified situations, Bank Handlowy shall immediately repay the value of an unauthorized payment transaction to the Account Holder, and in the event when the Account Holder uses a payment account, the Bank shall restore the debited payment account to the condition that would exist if the unauthorized payment transaction had not taken place. In the event of an unfounded complaint, Bank Handlowy shall debit the Account with the amount paid on account of such complaint.
- 1.8. Bank Handlowy and the Account Holder may enter into agreements on the provision of banking services by electronic means and submit statements and declarations, including declarations of intent, applications and requests, including set up requests, on electronic forms provided by Bank Handlowy via the Network or another electronic banking data processing and transmission system approved by Bank Handlowy, including with the use of a mobile device or mobile application which meets the technical and operational requirements of Bank Handlowy, having accepted the Rules, and set up Users in the manner approved by Bank Handlowy and after the activation by Bank Handlowy of the access to that system.

- 1.9.** Statements and declarations, including declarations of intent, relating to entering into an agreement with Bank Handlowy by electronic means, applications and requests, including set up requests, shall be submitted by the Account Holder via the Network or another electronic banking data processing and transmission system approved by Bank Handlowy, after the activation, by Bank Handlowy, of access to such system with the use of electronic forms provided by Bank Handlowy, containing, if required by Bank Handlowy - the scope of services, and the manner, terms and conditions of the provision of services and containing information concerning the Users and the data that are required to conclude the agreement. At the time of submission by the Account Holder of a statement or declaration on an electronic form, Bank Handlowy makes available electronic versions of documents which, together with the request, form an integral part of the agreement concluded by electronic means, in such a manner that these can be stored and retrieved in the normal course of business. An agreement is deemed to be concluded and an application or a request is deemed to be approved by electronic means at the time when Bank Handlowy transmits the first electronic message to the Account Holder or otherwise makes such a message available in the Network or another electronic banking data processing and transmission system approved by the Bank Handlowy and such message indicates that the performance of the agreement or of the application or request by Bank Handlowy has commenced.
- 1.10.** The Account Holder undertakes to procure that the Users have current and valid authorizations, to the extent necessary and to ensure that, in the case that statements and declarations, including declarations of intent, applications and requests, including set up requests, or instructions are submitted to Bank Handlowy by electronic means, such declarations are submitted to Bank Handlowy by persons duly authorized by the Account Holder. The Account Holder further undertakes to supply to Bank Handlowy an updated set up request on an electronic form or in writing in the case of any change to the authorizations or powers granted or other data.
- 1.11.** In the case of the authentication of statements and declarations, including declarations of intent, applications and requests, including set up requests, or instructions submitted by the Account Holder by electronic means, including on electronic forms provided by Bank Handlowy: (i) via the Network - clauses 7.10. and 7.15. of these Rules shall be applied accordingly, (ii) via another electronic banking data processing and transmission system approved by Bank Handlowy, subject to the prior activation of access to that system by the Bank Handlowy- clauses 7.10. and 7.15. of these Rules shall be applied accordingly, unless Bank Handlowy and the Account Holder agree otherwise.
- 1.12.** Bank Handlowy and the Account Holder agree that applications and requests, including set up requests, and instructions submitted by electronic means by the Account Holder or by Bank Handlowy and relating to the performance of banking operations, are deemed to meet the written form requirement of Article 7 of the Act of 29 August 1997 - Banking Law and of sec. 3 point 1 b) of Regulation of the Council of Ministers of 26 October 2004 on the creation, recording, transmission and securing of documents relating to banking operations prepared on electronic carriers. Bank Handlowy and the Account Holder further agree that an agreement entered into by the parties in writing may be complemented or amended by electronic means, with the use of electronic forms provided by Bank Handlowy in accordance with clause 1.9 also where the agreement has been entered into in writing or where written form, including written form under pain of nullity, has been reserved for complementing or amending it.
- 1.13.** In the case that an agreement on the provision of banking services, including one concluded by electronic means, accepts the submission of statements and declarations, including declarations of intent, applications and requests, including set up requests, or instructions on paper by the Account Holder, the Account Holder must first supply specimen signatures and confirm the rules of representation of the Account Holder.
- 1.14.** The technical requirements to be met by the Account Holder in order to be able to use the services provided by Bank Handlowy by electronic means that are not specified in the Rules are included in the documents forming an integral part of the agreement on the provision of banking services concluded by electronic means.
- 1.15.** The Account Holder shall comply with the prohibition on sending materials to Bank Handlowy with illegal contents or transmitting large amounts of data with the purpose to cause disruptions to the operation or to overload Bank Handlowy's electronic banking data processing and transmission systems.
- 1.16.** In particular cases affecting the security or stability of Bank Handlowy's electronic banking data processing and transmission systems, Bank Handlowy reserves the right to temporarily suspend or restrict the provision of services by electronic means, without prior notice.
- 1.17.** Information on changes concerning the method and scope of providing services by electronic means and other information as indicated in Art. 6 of the Act on the Provision of Services by Electronic Means or any other Act amending or superseding it, shall be available to the Account Holder on Bank Handlowy's website.
- 1.18.** Bank Handlowy and the Account Holder may at any time resign from the further provision or use of services by electronic means in full or in part, by submitting a statement to the other party. The resignation referred to in the preceding sentence shall be tantamount to the termination of the agreement on the provision of banking services by electronic means to the extent indicated in that statement with a five business days notice, with the provision that Bank Handlowy shall execute the instructions of the Account Holder given before the termination date, unless the Account Holder and Bank Handlowy agree otherwise.
- 1.19.** After the end of the term of the agreement on the provision of services by electronic means, the Account Holder shall promptly return to Bank Handlowy all systems, carriers and devices as well as unused bank forms provided by Bank Handlowy.

- 1.20.** The Account Holder shall use due diligence with respect to (i) storing and using the bank forms as well as systems, carriers and devices provided by Bank Handlowy, and (ii) protecting the procedures agreed between Bank Handlowy and the Account Holder used by the Account Holder, *inter alia*, to initiate instructions, including payment instructions or statements and declarations, including declarations of intent, applications and requests, including set up requests, against third party access.
- 1.21.** The Account Holder shall notify Bank Handlowy, either over the telephone through CitiService consultants or in writing to the address provided on Bank Handlowy's website, of (i) the loss of, damage to or unauthorized use of the systems, carriers or devices provided by Bank Handlowy, or (ii) third party access to the procedures agreed between Bank Handlowy and the Account Holder used by the Account Holder, *inter alia*, to initiate instructions, including payment instructions or statements and declarations, including declarations of intent, applications and requests, including set up requests, against third party access, immediately upon ascertaining that this has happened. Until Bank Handlowy has been duly notified, subject to potential restrictions arising from the rules of law, the Account Holder shall bear the risk arising from the use of (i) lost or damaged systems, carriers or devices, or (ii) the procedures to which third parties have obtained access. Information on the above irregularity given to Bank Handlowy orally should be immediately confirmed in writing.
- 1.22.** Pursuant to Art. 109 of the Banking Law Act and Art. 384 of the Civil Code or any other acts that amend or supersede them, the Rules shall be binding on the Account Holders, Bank Handlowy and all other persons with whose aid Bank Handlowy provides services related to the running of the Accounts. In the event of any discrepancies between these Rules and the bank account agreement or another agreement to which these Rules apply, the parties shall be bound by the terms of the relevant agreement.

CHAPTER II

BANK ACCOUNT AGREEMENT

- 2.1.** Bank Handlowy opens and maintains the Accounts on the basis of bank account agreements. A bank account agreement may be concluded in particular as:
- a) a PLN current account agreement or PLN sub-account agreement;
 - b) a foreign currency current account agreement or foreign currency sub-account agreement.
- 2.2.** A bank account agreement obliges Bank Handlowy to hold the Account Holder's funds and to make cash-free or cash settlements on its instructions, as envisaged in the bank account agreement or in separate agreements. The activation of individual types of settlements must be agreed between Bank Handlowy and the Account Holder and additional agreements on the provision on banking services need to be concluded or applications need to be submitted on forms provided by Bank Handlowy, respectively.
- 2.3.** A bank account agreement may be concluded and Bank Handlowy may initiate the provision of the services relating to the Account after all documents indicated by Bank Handlowy have been supplied, in particular documents establishing the identity and legal status of the Account Holder applying to enter into a bank account agreement and indicating the persons authorized to make declarations on the Account Holder's behalf with respect to its financial rights and obligations along with the legally required information on such persons. Bank Handlowy reserves the right to demand additional documents and information from the Account Holder both at the time the bank account agreement is concluded and during its term.
- 2.4.** In the event that documents issued abroad are presented, Bank Handlowy may demand that the Account Holder obtain a certificate of compliance of such documents with the law of the location where the documents were issued from a Polish diplomatic representation or consular office, or as otherwise agreed with Bank Handlowy, and if the document is issued in any language other than Polish or English, Bank Handlowy may further demand that a translation of the documents into Polish or English by a sworn translator be supplied.
- 2.5.** The specimen signatures card of persons authorized to represent the Account Holder, confirmed to Bank Handlowy's satisfaction, is an integral part of the bank account agreement. The specimen signatures card shall be binding for all Accounts maintained for the Account Holder by Bank Handlowy, unless the parties agree otherwise. The Account Holder shall be responsible for the authenticity of the signatures of persons authorized to give instructions in relation to the Account that are listed on the specimen signatures card in cases where these signatures have not been affixed in the presence of a Bank Handlowy employee.
- 2.6.** Unless otherwise agreed in the bank account agreement or in the specimen signatures card, persons authorized in the specimen signatures card to act on behalf of the Account Holder may carry out all actions related to the running of the Account, including, in particular, using the funds in the Account, except for actions to close the Account..
- 2.7.** Any claims arising from the bank account agreement concluded between Bank Handlowy and the Account Holder come under a two-year (2) statute of limitations, with the provision that claims arising from transactions that have not been authorized or carried out, or have been carried out in an improper manner, come under a thirteen-month (13) statute of limitations.

CHAPTER III

INTEREST RATES

- 3.1.** Unless the bank account agreement states otherwise, funds held in the Account shall bear interest at a variable rate per annum determined by Bank Handlowy. The variable interest rate may periodically have a positive or negative value.
- 3.2.** Bank Handlowy may change the interest rate during the term of the bank account agreement. The change of the interest rate depends on an increase or drop in any of the following indices:
- the interest rates on the domestic or a foreign money market;
 - the level of interest rates at the National Bank of Poland; the European Central Bank or the central bank relevant to each of the currencies for which Bank Handlowy operates the Account;
 - the rate of inflation measured by the consumer goods and prices increase index;
 - the level of mandatory reserves determined by the NBP;
 - the index of Bank Handlowy's costs of financing;
 - income obtained by Bank Handlowy from deposits of money;
 - Financial Cost of the Currency in which the account is denominated.

A change in the interest rate does not constitute a change of the bank account agreement and does not require the termination thereof. A change in the interest rate shall come into force as of the date specified by Bank Handlowy. Information on the interest rate in effect at any given time shall be notified to the public at the Bank Handlowy's outlets, on Bank Handlowy's websites or in another form agreed between the Account Holder and Bank Handlowy.

- 3.3.** Interests on the funds held in the Account shall be calculated in the currency of the Account from the date they are paid into the Account up to and including the day preceding the date the funds are withdrawn from the Account.
- 3.4.** Unless otherwise agreed between the Account Holder and Bank Handlowy, the interest on the funds held in the Account shall accrue for monthly settlement periods and, if the bank account agreement terminates or expires before the end of a given settlement period, until the day preceding the date the bank account agreement terminates or expires. On the first day of the following settlement period or on the date the bank account agreement terminates or expires, Bank Handlowy shall, respectively, credit the Account with the amount of positive interest or debit the Account with the amount of negative interest (stated as an absolute value). If both a positive and negative interest rate applies in a given settlement period, Bank Handlowy shall credit and debit the Account with the positive and negative interest separately.

CHAPTER IV

BANK STATEMENTS

- 4.1.** Unless otherwise stipulated in the bank account agreement, on each business day, provided there is a change in the balance of the Account, Bank Handlowy shall send a bank statement to the Account Holder in electronic form confirming each amount debited from and credited to the Account Holder's Account. The Account Holder must immediately report to Bank Handlowy each case of impossible access to the electronic version of the bank statement.
- 4.2.** In the relations between Bank Handlowy and the Account Holder, bank statements are the basic evidence confirming the correctness of the information contained therein, unless the Account Holder presents written evidence indicating an inconsistency between the contents of the bank statement and the actual state of affairs.
- 4.3.** If Bank Handlowy ascertains that it has made an error in any confirmation, bank statement, notification or any other document delivered to the Account Holder, it shall promptly notify the Account Holder of this and remedy the error in accordance with the terms of clause 4.4. of the Rules.
- 4.4.** Bank Handlowy shall correct any accounting entries in the Account entered incorrectly or caused by a typing error, with consideration to limitations arising from mandatory provisions of law, by way of an adjustment entry. Bank Handlowy shall notify the Account Holder of such an adjustment entry in the bank statement.
- 4.5.** Bank Handlowy, taking into account the limitations arising from mandatory provisions of law, may adjust entries in the Account if the Account is credited with funds that do not belong to the Account Holder.
- 4.6.** The Account Holder shall notify Bank Handlowy of any claims arising in connection with bank statements within 14 days of receiving a bank statement either by electronic means, or over the telephone through CitiService consultants, or in writing to the address provided on Bank Handlowy's website. Failure to notify Bank Handlowy of a claim within the above-mentioned time limit shall mean that the Account Holder agrees with the information set out in the bank statement.
- 4.7.** Provided the parties agree this in the bank account agreement, Bank Handlowy shall provide information on the balance of the Account over the telephone if the password and Account number given by the Account Holder wishing to obtain such information agree with those stated in the schedule to the bank account agreement or if the Account Holder is identified in another way specified in the bank account agreement. The Account Holder may change the password on its own initiative or at Bank Handlowy's request at any time, using an electronic form or in writing, sending a letter to the address provided on Bank Handlowy's website.

USING THE FUNDS IN THE ACCOUNT

- 5.1. The Account Holder may freely use the funds held in the Account, subject to the exceptions provided for in clause 5.2. of the Rules.
- 5.2. Bank Handlowy shall carry out the Account Holder's instructions if the funds in the Account are sufficient for the instructions to be carried out and provided there are no restrictions on the use of the funds in the Account, subject to the terms of clause 5.3. of these Rules and also if a separate agreement concluded with Bank Handlowy allows the possibility of a debit balance in the Account.
- 5.3. Bank Handlowy may carry out the Account Holders' instructions where there is a possibility of a debit balance's occurring if amounts sufficient to carry out the instructions are ensured:
- by transfers to the Account that have not yet been recorded in the Account, but that have already been made to Bank Handlowy;
 - by credit that has been granted, but not yet recorded in the Account;
 - by funds from cash collateral that has been released or from a term deposit that has matured that have not yet been recorded in the Account, but whose maturity date falls on the date the instructions are to be carried out;
 - by funds from transactions with a future value date;
 - by funds from the settlement of securities transactions that have not yet been recorded in the Account whose settlement date falls on the date the instructions are to be carried out.

If a debit balance is not cleared by the end of the day in which such balance appeared in the Account, Bank Handlowy shall notify the Account Holder of the debit balance in the form of a statement. Such notification shall mean a summons to the Account Holder to pay Bank Handlowy an amount to clear the debit balance within 7 days. Unless otherwise agreed, Bank Handlowy may charge maximum interest for the delay as described in Civil Code over the period the Account has a debit balance. At the request of Bank Handlowy, the Account Holder shall provide his/her up-to-date annual financial statements (including audited consolidated and unconsolidated accounts, if prepared).

- 5.4. If Bank Handlowy receives instructions from the Account Holder or when carrying out instructions originating from a third party (including other banks), it carries out such instructions based solely on the number of the Account shown in the instructions and does not verify whether the Account numbers are consistent with the beneficiaries of the transfer.
- 5.5. Bank Handlowy may demand that the Account Holder provide additional oral or written explanations or provide documents that Bank Handlowy considers necessary for the instructions to be carried out.
- 5.6. Bank Handlowy may refuse to carry out the Account Holder's instructions that have been given (i) in a form other than that agreed with the Account Holder or with the use of documents other than the forms accepted by Bank Handlowy, (ii) through systems, carriers or devices not approved by Bank Handlowy, or (iii) with the use of procedures serving, for example, to initiate a payment instruction, that have not been agreed between Bank Handlowy and the Account Holder. Bank Handlowy may demand that the Account Holder communicate with Bank Handlowy in a specific way.
- 5.7. The Account Holder may give additional instructions:
- for standing orders to be carried out in the Account;
 - to block a specified amount in the Account.
- 5.8. In consideration of the security of the funds in the Account, Bank Handlowy may introduce security procedures with respect to each form in which the Account Holder gives instructions, and in particular, Bank Handlowy reserves the right to confirm over the telephone any instructions that result in debiting the Account. To confirm the instruction, Bank Handlowy shall telephone the persons indicated by the Account Holder in the schedule to the bank account agreement within a time frame permitting to execute the instruction in accordance with clause 5.19. hereof. Bank Handlowy has the right not to carry out instructions if for any reasons it is unable to obtain confirmation over the telephone or if despite obtaining confirmation in Bank Handlowy's opinion such confirmation is not identical to the content of the instructions sent to Bank Handlowy.
- 5.9. Bank Handlowy is open from Monday to Friday except for statutory holidays pursuant to Polish provisions of law on days off work ("**business day**").
- 5.10. Bank Handlowy shall initiate executing the payment instruction on the day of receipt, and at the latest on the next business day following the receipt thereof, unless Bank Handlowy and the Account Holder agree that the execution of the payment instruction shall be initiated (i) on a specific date, (ii) at the end of a specified period. In the event when the funds in the Account are insufficient to execute the instruction given by the Account Holder, the execution of the payment instruction shall be initiated, and thus the instruction shall be deemed to be received, on the first day when the funds in the Account are sufficient to execute the instruction, subject to the availability of the funds in the Account within 3 business days from the date on which the Account Holder gave the payment instruction to Bank Handlowy. In the event when a payment instruction is received by Bank Handlowy (i) on a day that not a business day for Bank Handlowy, or (ii) on a business day but after the cut-off time communicated by Bank Handlowy on its website or in a separate notice, the instruction payment shall be deemed to be received by the Bank on the business day immediately following that day. The provisions of the previous sentence shall be applied accordingly to the determination of the moment when the funds transferred to the Account are received by Bank Handlowy.

- 5.11.** Instructions to make transfers in a currency other than the currency of the Account indicated in the instructions, shall be carried out as instructions to settle a payment with the Account indicated in the instructions after conversion into the currency of the Account according to the exchange rate at Bank Handlowy at the time Bank Handlowy carries out the instructions, unless the bank account agreement or a separate agreement between the Account Holder and Bank Handlowy stipulates otherwise.
- 5.12.** For payments into and withdrawals from the Account made in a currency other than the currency of the Account, Bank Handlowy's exchange rate in force at the time Bank Handlowy carries out the instructions shall be used for conversion purposes unless agreed otherwise between the Account Holder and Bank Handlowy.
- 5.13.** Bank Handlowy may specify an amount above which the Account Holder should declare its intention to make cash withdrawal by giving notice and the notice period, and also a list of currencies for which Bank Handlowy provides cash services in its specified locations. Bank Handlowy has the right to agree with the Account Holder on a disbursement limit for payment transactions carried out with the use of a payment instrument. The Account Holder may obtain information on the maximum amount and time limit for the notification of the withdrawal from locations of Bank Handlowy, over the telephone from CitiService consultants and on Bank Handlowy's website.
- 5.14.** In order for instructions to be carried out, the Account Holder must provide Bank Handlowy with full and accurate instructions to the extent required for carrying out in the Account the operation indicated in the instructions. Bank Handlowy is not obliged to verify the correctness and accuracy of the instructions provided. If instructions given are insufficient in Bank Handlowy's opinion, Bank Handlowy may refuse to carry them out.
- 5.15.** In each case the Account Holder shall be liable for the compliance of the instructions it has given with the law in force.
- 5.16.** Bank Handlowy shall promptly notify the Account Holder, in particular via the Network, over the telephone or by email, if it considers that it is unable to carry out the Account Holder's instructions.
- 5.17.** In the event when a transaction is initiated by the Account Holder as the payer, the Account Holder shall not cancel or modify the instruction after its receipt by Bank Handlowy. A cancellation or modification of the instruction after its receipt is only possible with the consent of Bank Handlowy and on the basis of a separate instruction given by the Account Holder. Bank Handlowy has the right to charge the Account Holder for the cancellation or modification of a payment instruction.
- 5.18.** In each case when the instructions related to changing the currency of the money cannot be carried out for reasons due to the Account Holder, the Account Holder shall bear the costs related to accepting such instructions by Bank Handlowy, in particular the costs of ensuring by Bank Handlowy the specific currency amount for the given day and at the specific foreign exchange rate.
- 5.19.** When executing a payment instruction given by the Account Holder in the currency of a Member State to a recipient whose payment services provider is located within a Member State, Bank Handlowy shall ensure that the amount of the payment transaction is credited to the account of that provider not later than:
- 1 business day after the receipt of the payment instruction by Bank Handlowy, if the payment instruction (i) is in Polish zloty or euro and addressed to an account of a payment service provider conducting business within the territory of the Republic of Poland, (ii) is in euro and addressed to a payment service provider conducting business in another Member State, (iii) involves not more than one currency conversion between the euro and the currency of a Member State outside the euro area, provided that the required currency conversion is carried out in the Member State outside the euro area concerned and, in the case of cross-border payment transactions, the cross-border transfer takes place in euro.
 - in all other cases, 4 business days after the receipt of the payment instruction by Bank Handlowy.
- The periods referred to in (a) and (b) above may be extended by a further business day for payment transactions initiated by the Account Holder on paper (which, for the avoidance of doubt, includes payment transactions initiated by facsimile).
- 5.20.** Bank Handlowy has the right to refuse to execute a payment instruction if (i) there is a reasonable suspicion that the instruction involves criminal activity, or (ii) there is a reason to believe that executing the instruction may result in violation of the contractual obligations arising from the bank account agreement, law, regulations, rules or other obligations applicable to the activities of Bank Handlowy, or (iii) the Account Holder does not have sufficient funds available to execute the instruction or executing the instruction (together with fees and commissions charged) would cause the existing limits to be exceeded or restrictions to be violated, or (iv) the instruction is unclear, incomplete or not given in the required format, or (v) in other cases as set out in the Rules and in the agreement made with the Account Holder. If not prohibited by the applicable rules of law, Bank Handlowy shall deliver or make available to the Account Holder a notice of refusal to carry out a payment instruction, in particular with the use of means of remote communication, through the debit transaction recipient or by electronic means. Bank Handlowy has the right to charge the Account Holder for the notice of refusal to carry out a payment instruction, provided that the refusal to carry out a payment instruction was justified.
- 5.21.** Bank Handlowy has the right to block the possibility to use a payment instrument:
- for justified reasons relating to the security of the payment instrument
 - in connection with a suspected unauthorized use of the payment instrument or intentional causing of an unauthorized payment transaction, or
 - for a payment instrument with a credit facility, due to a substantial aggravation of the risk that the Account Holder will be unable to repay the incurred liabilities.

If not prohibited by the applicable rules of law and not undesirable for security reasons, Bank Handlowy shall immediately notify the Account Holder about blocking the possibility to use the payment instrument and the underlying reasons, in particular with the use of means of remote communication, through the debit transaction recipient or by electronic means.

- 5.22.** For transactions involving cash deposits made to the Bank Account, Bank Handlowy has the right to consider that the Account Holder expressed his/her consent to proceed with the transaction and to credit the funds to the Account.
- 5.23.** Bank Handlowy has the right to amend, without prior notice to the Account Holder, the charging option indicated by the Account Holder in the payment instruction, in order to ensure that the instruction is carried out properly, in accordance with the Act.

CHAPTER VI

INSTRUCTIONS IN WRITTEN FORM

- 6.1.** Insofar as Bank Handlowy and the Account Holder agree that instructions shall be given in writing, a payment instruction made in writing shall be considered to be authorized if the instruction bears signatures of the persons authorized to represent the Account Holder, in accordance with the specimen signatures card and the method of representation stated in that card. Instructions, including a payment instruction in writing, shall be deemed received, subject to clause 5.10., upon their delivery to a location of Bank Handlowy identified on Bank Handlowy's website as a location accepting such instructions.
- 6.2.** In the event that authority to give instructions is granted to a certain person or revoked in writing, the granting and revocation of such authority is effective towards Bank Handlowy once Bank Handlowy has ascertained that it is genuine.
- 6.3.** A payment transaction initiated by the Account Holder through the SWIFT system shall be deemed to be authorized if the Account Holder agreed to carry out the transaction by entering the payment instruction in the SWIFT system, so that Bank Handlowy could read its content.

CHAPTER VII

INSTRUCTIONS GIVEN VIA THE NETWORK

- 7.1.** As long as a relevant agreement provides for this, the Account Holder may give instructions via the Network.
- 7.2.** Bank Handlowy undertakes to provide access via the Network to the funds deposited in the Account and also to carry out operations or other activities specified, in particular, in the set up requests referred to in clause 7.13. of the Rules or in agreements made with Bank Handlowy, ordered by the Account Holder by giving relevant instructions.
- 7.3.** Bank Handlowy provides to the Account Holder ongoing access to the information on all operations made in the Account, including those made with the use of the Network, and on the respective settlements and collected fees and commissions in the electronic form, in a manner appropriate for the selected Network variant, on the basis of the respective requests.
- 7.4.** The information referred to in clause 7.3. above constitutes the electronic bank statement and is binding in relations between Bank Handlowy and the Account Holder.
- 7.5.** Bank Handlowy shall ensure uninterrupted operation of the Network on working days. At the same time, Bank Handlowy reserves the right to interrupt the operation of the Network for the purposes of maintenance work without prior notice to the Account Holder, which may result in a refusal to authorize or execute the instructions.
- 7.6.** The Account Holder shall only use the Network for the purposes specified in these Rules, including for the purpose of giving instructions in relation to the Account or to carry out other operations specified in these Rules and in the set up requests referred to in clauses 1.2. and 7.13. of the Rules or in agreements made with Bank Handlowy.
- 7.7.** The Account Holder shall not use the Network as a means of communicating with third parties unless the parties expressly agree to this in writing.
- 7.8.** Instructions for operations transferred via the Network shall be carried out within the time limits appropriate for individual types of instructions, in accordance with the Rules and terms and conditions of separate agreements concluded between the parties.
- 7.9.** The Account Holder hereby authorizes Bank Handlowy to execute the instructions of the Account Holder concerning the Account Holder's Account or the instructions to carry out other operations specified, in particular, in the set up requests referred to in clauses 1.2. and 7.13. of the Rules or in agreements made with Bank Handlowy, to the extent envisaged for the Network variant used by the Account Holder, transmitted via such Network.
- 7.10.** All instructions or statements and declarations (including declarations of intent) transferred to Bank Handlowy via the Network and authorized by the User shall be considered to be confirmed by the Account Holder and given to Bank Handlowy in a valid and effective manner. A payment instruction or a declaration (including a declaration of intent) made via the Network shall be considered to be authorized by the Account Holder provided that the User authorizes the execution by:
- logging into the system, entering the details of the payment instruction or elements of the declaration of intent (where required) and confirming the instructions by selecting an appropriate function button used to submit the payment

instruction or declaration of intent to Bank Handlowy - if Bank Handlowy does not require the authorization by entering the correct authorization code, or

- b) logging into the system, entering the details of the payment instruction or elements of the declaration of intent (where required) and confirming the instructions by selecting an appropriate function button used to submit the payment instruction or declaration of intent to Bank Handlowy and entering the correct authorization code - if Bank Handlowy requires the authorization by entering the correct authorization code.

Particular authorization steps can be carried out by different users in accordance with their entitlements granted in line with the set up requests referred to in clauses 1.2. and 7.13. of the Rules.

- 7.11.** Depending on the technological capabilities and operating needs of the Account Holder, Bank Handlowy shall make available to the Account Holder one of the Network variants offered by Bank Handlowy, which operate on the basis of the appropriate equipment and technical means enabling the installation and operation of the selected variant, such as a PC class computer, modem, printer, telephone line, telephone with the tone dialing function and access to the Internet. The Account Holder shall provide the appropriate equipment and technical means.
- 7.12.** Depending on the selected Network variant, Bank Handlowy shall deliver to the Account Holder microchip cards, microchip card readers, SafeWord cards or other devices required for the given Network variant.
- 7.13.** To put into operation the Network variant selected by the Account Holder or a functionality within the Network variant selected by the Account Holder, the Account Holder shall duly fill out the requests provided or made available by Bank Handlowy for the set up of the respective Network variant or a functionality within the selected Network variant, establishing the Users and assigning the entitlements.
- 7.14.** The functioning and use of available Network variants, including information on the security of use of individual Network variants, are described in relevant user guides (manuals) developed by Bank Handlowy and published on Bank Handlowy's websites, and in particular, for each Network variant respectively, at www.citidirect.pl or www.citidirecteb.pl, or they are published in the Network. Moreover, the user manuals define the specific rules of electronic identification of the Account Holder and the rules of conduct of the Account Holder in connection with access to the account via the Network, as well as the security rules for electronic payments. Changes to the aforesaid manuals will be published by the Bank Handlowy on the above websites or in the Network, of which the Account Holder will be notified by a message sent via the Network or to the email address of the User.
- 7.15.** Electronic identification of the Account Holder or the User involves in particular stating each time the appropriate name of the Account Holder or of the respective User and the appropriate password (including an automatically-generated password).
- 7.16.** Bank Handlowy undertakes to ensure to the Account Holder security of the operations carried out, with due diligence and with the use of the appropriate technological solutions.
- 7.17.** The Account Holder shall accept the technological solutions presented for the respective Network variant as appropriate and ensuring security of the operations carried out with the use of the Network.
- 7.18.** To ensure security of the operations ordered via the Network, the Account Holder undertakes not to disclose any information on Network operation, in particular the information whose disclosure may cause ineffectiveness of the mechanisms ensuring security of the operations ordered via the Network.
- 7.19.** If the Account Holder or the User discloses the information referred to above to third parties and if third parties perform any operation with the use of the Network, or other activities as specified in particular in the set up requests referred to in clause 7.13. above or in agreements made with Bank Handlowy, exclusively the Account Holder shall be charged for such operations or for the results of such activities.
- 7.20.** In the case of any unusual events involving the security of access to and use of the Network, Bank Handlowy shall inform the Account Holder as regards the correct and secure use of the Network using at least one of the following secure communication channels:
 - a) a communication on Bank Handlowy's websites, including www.citidirect.pl, www.citidirecteb.pl; or
 - b) a message displayed upon logging into the Network; or
 - c) via CitiService or CitiDirect Helpdesk.
- 7.21.** Any message concerning the correct and secure use of the Network communicated on behalf of Bank Handlowy by any channel other than those listed above should not be considered credible by the Account Holder or by the User. In particular, Bank Handlowy never emails any requests to the Account Holder or to Network Users asking to disclose the authentication data needed to log into the Network.
- 7.22.** In the event of a suspicion that a fraudulent transaction (in particular, theft of the card and its unlawful use) or a suspicious event, or any unusual situation during the use of the Network has occurred or could have potentially occurred, the Account Holder or the User shall notify Bank Handlowy of the above via the communication channels listed in clause 1.7 of these Rules or by contacting the CitiDirect Helpdesk. In the same manner, the Account Holder and the User may submit any inquiries, complaints, support requests in the situations referred to above. Bank Handlowy shall respond using the same communication channels.

- 7.23.** The Account Holder and the Network User must in particular:
- store and protect the card or another device required appropriately for the given Network variant and their PIN code with due diligence,
 - must not store the card or another device required appropriately for the given Network variant together with the PIN code,
 - must not make available the card or another device required appropriately for the given Network variant or their PIN code to unauthorized persons,
 - protect the card or another device required appropriately for the given Network variant and the PIN code against loss, theft or destruction,
 - use the card or another device required appropriately for the given Network variant in accordance with its intended purpose,
 - store the documents related to the operations and make available such documents to Bank Handlowy for the purpose of documenting potential complaints,
 - use legal and up-to-date versions of the operating system, web browsers, software, including antivirus software and a firewall installed on the devices used to communicate with Bank Handlowy, including in particular use of the Network;
 - ensure that the antivirus software and firewall are updated automatically from the web or from the local repository, and also that the antivirus software has an automatic alert function (informing the User about e.g. the presence of a virus in an electronic mail message, a hacking attempt, etc.),
 - scan the device used to communicate with Bank Handlowy, including in particular use of the Network to ensure protection against viruses and other malware (e.g. Trojan horses) each time the device is started up or an external data carrier is connected to it.

Additionally, Bank Handlowy recommends to the Account Holder to create a procedure concerning the safe use of devices for communicating with Bank Handlowy, including in particular the use of the Network, required to be followed by the Account Holder, and that the staff should be trained in this respect on an on-going basis.

- 7.24.** In the case of loss, theft or disclosure of data, depending on the selected Network variant, of the SafeWord card, PIN code for the card or another device required appropriately for the given Network variant, or of a suspicion of a loss of confidentiality of the PIN code, Bank Handlowy must be immediately contacted by the Account Holder or Network User to block the access to the Network at the telephone numbers provided on the Bank Handlowy's websites, including www.citidirect.pl or www.citidirecteb.pl.
- 7.25.** In order to unlock a transaction or Network access which has been locked pursuant to clauses 5.21. or 7.24., the Account Holder or User should contact CitiService at the telephone number provided on the Bank Handlowy websites. In the event that the block has been engaged as a result of the loss of a SafeWord card, the Account Holder shall fill in a relevant set up request and deliver the request to Bank Handlowy.
- 7.26.** The blocked card or another device required appropriately for the given Network variant cannot be used without the consent of Bank Handlowy.
- 7.27.** The costs of services provided by Bank Handlowy to the Account Holder via the Network shall be stipulated separately.
- 7.28.** Computer hardware the Account Holder intends to use for co-operating with the Network should meet the requirements defined by Bank Handlowy and may be subject to acceptance by Bank Handlowy.
- 7.29.** Bank Handlowy advises that it uses cookies as part of the Network to ensure its correct operation and to remember Users' preferences. Bank Handlowy warrants that the cookies do not retain Users' personal data. Users will not have access to certain functionalities of the Network if they do not consent for the cookies to be installed. The detailed information in this respect can be found on the website www.citihandlowy.pl, in the section concerning the privacy rules.

CHAPTER VIII

INSTRUCTIONS GIVEN THROUGH TESTED FAXES

- 8.1.** If a relevant agreement provides for this, the Account Holder may give instructions concerning the Account by tested fax on the terms set forth herein.
- 8.2.** A payment instruction made by fax shall be considered to be authorized if (i) the instruction bears signatures of the persons authorized to represent the Account Holder, in accordance with the specimen signatures card and the method of representation stated in that card, (ii) the instruction has been transmitted from the fax number indicated by the Account Holder in the relevant authorization and (iii) the instruction contains the code referred to in clause 8.3. below.
- 8.3.** Each set of instructions sent by fax shall contain a confidential code that Bank Handlowy shall provide to the Account Holder. Keys shall be generated according to the procedure given in the Instructions on the Use of Keys ("Instructions") that the Account Holder receives from Bank Handlowy. It is only the Account Holder and other duly authorized persons that can use the keys, subject to compliance with confidentiality procedures.
- 8.4.** Bank Handlowy may treat all instructions sent by fax as described in clause 8.3. above as the Account Holder's formal instructions.

- 8.5.** Bank Handlowy may confirm, over the telephone, the Account Holder's instructions given by fax. Bank Handlowy may refuse to carry out instructions if for any reason it is unable to confirm instructions over the telephone or if despite confirmation in its opinion the confirmation is not identical to the content of the instructions faxed to Bank Handlowy. Bank Handlowy may refuse to carry out instructions given by fax also if in any way they are not consistent with the procedures agreed between Bank Handlowy and the Account Holder.
- 8.6.** All keys generated by the Account Holder shall be valid only once Bank Handlowy has received confirmation of receipt of the Instructions signed by authorized representatives of the Account Holder, whereby this confirmation may not be provided to Bank Handlowy later than 14 days after the Account Holder receives the Instructions. The Account Holder may generate the first key after a Bank Handlowy employee has provided the Account Holder with the code necessary for generating the key.
- 8.7.** To use the option to give instructions by tested fax, the Account Holder must have a telephone with the tone dialing function and call the relevant number indicated by Bank Handlowy.

CHAPTER IX

INSTRUCTIONS GIVEN OVER THE TELEPHONE

- 9.1.** If a relevant agreement - including in particular the bank account agreement - provides for this, to the extent agreed with Bank Handlowy the Account Holder may give instructions concerning the Account and obtain information on the balance of the Account, over the telephone, including with use of the automatic Account Holder identification system ("IVR Automatic Banker").
- 9.2.** Bank Handlowy may record all the Account Holder's telephone instructions or telephone conversations with the Account Holder on a recording carrier of Bank Handlowy's choice. Calls are recorded to ensure the security of the funds in the Account and if the Account Holder chooses not to provide written confirmation as provided for in clause 9.3. below, the recordings shall be the only evidence that instructions have been given.
- 9.3.** A payment instruction given over the telephone shall be considered to be authorized if the identity of the person authorized by the Account Holder has been confirmed on the basis of questions concerning the identification data provided beforehand, and, if required, the authorized person gives the correct password. Bank Handlowy shall confirm the Account Holder's telephone instructions in writing in a statement or in another form of Bank Handlowy's choice, unless the parties agree otherwise in writing.
- 9.4.** Telephone instructions given by the Account Holder to Bank Handlowy authorize Bank Handlowy to prepare written confirmation of the Account Holder's instructions. This confirmation shall be an accounting document in the meaning of accountancy provisions.
- 9.5.** The carriers containing the recordings of telephone instructions and also written confirmation of these instructions shall be archived pursuant to general provisions on the duration and method of archiving banking documents.
- 9.6.** The Account Holder may obtain information on the balance of the Account, the most recent operations carried out, exchange rates in force, interest on term deposits and the time limits in which transactions given through IVR Automatic Banker are effected, after Bank Handlowy has issued persons authorized by the Account Holder with an appropriate identity card and a PIN code, on the basis of prior verification of the password previously assigned by the Account Holder or otherwise, in line with the bank account agreement.
- 9.7.** To use the option to give instructions over the telephone, the Account Holder must have a telephone with the tone dialing function and call the relevant number indicated by Bank Handlowy.

CHAPTER X

ELECTRONIC MAIL

- 10.1.** Unless otherwise agreed with the Account Holder, Bank Handlowy shall provide the Account Holder with services by email to the extent and on the conditions set forth in these Rules.
- 10.2.** Bank Handlowy shall send email messages to the addresses provided by the Account Holder when arranging the method, conditions and rules for the provision of services by electronic means. Bank Handlowy and the Account Holder also accept the possibility of mutual exchange of information subject to banking secrecy by means of non-encrypted electronic mail. Bank Handlowy shall not be held liable for any losses arising from the use of such non-encrypted electronic mail unless the errors are attributable to willful misconduct of Bank Handlowy.
- 10.3.** The Account Holder shall ensure that persons capable of receiving emails sent to the addresses given by the Account Holder have been authorized by the Account Holder to receive the information contained in the emails.
- 10.4.** The information emailed by Bank Handlowy shall be sent in the format agreed with the Account Holder, with the provision that Bank Handlowy has the right, in justified circumstances, to change the format in which the data is to be transmitted. The Account Holder shall be notified of a change of format in the first message sent in the new format.

- 10.5.** The security of the information contained in attachments to a message sent by Bank Handlowy by email may be ensured, subject to Bank Handlowy's consent, by the use of a password provided by the Account Holder when arranging the method, conditions and rules for the provision of services by electronic means. The Account Holder may change this password by emailing a relevant application or by filling in a relevant electronic form, stating that the application relates to a change of the terms on which the service is provided and indicating the new password. Bank Handlowy shall be obliged to use the new password within five business days of receiving such application.
- 10.6.** The Account Holder shall not make the password available to third parties and bears sole liability for damage caused by the Account Holder's disclosing the password to any third party.
- 10.7.** The Account Holder shall use all appropriate measures to secure access to the receipt of email sent to the address indicated by the Account Holder.
- 10.8.** Information sent by email shall be deemed delivered once entered in the electronic communication means in such a way that the Account Holder can read it.
- 10.9.** The Account Holder shall ensure that its mailbox has the space to receive the messages sent by Bank Handlowy as part of the services provided by email.
- 10.10.** To use email services, the Account Holder must have electronic equipment with PC class functions, an Internet connection, an email application and (if applicable) a program ensuring compatibility with the attachment format.

CHAPTER XI

DIRECT DEBIT

- 11.1.** Bank Handlowy shall make the direct debit service available to the Account Holder, as the debit transaction recipient ("Creditor"), the terms of which shall be set out in a separate agreement. Bank Handlowy shall make the direct debit service available to the Account Holder, as the payer provided that it has obtained the prior consent from the Account Holder to debit their Account with the amount of the transaction initiated by the Creditor ("Mandate") as specified in clause 11.2. below, and provided that other conditions that may arise from the rules of provision of the direct debit service used on the inter-bank market are met.
- 11.2.** Subject to the last sentence in this clause, Bank Handlowy shall commence the provision of the direct debit service within 3 business days from obtaining the Mandate and satisfying any additional conditions that may arise from the rules of provision of the direct debit service used on the inter-bank market. The Mandate should contain, as a minimum, the Account number, the name and signature of the payer, the name of the Creditor and the following features as agreed with the Creditor: the unique ID of the Creditor and the unique ID of payment transactions arising from the given legal relationship between the payer and the Creditor. In the event of direct debit transactions in euro ("SEPA Direct Debit") under the Business to Consumer ("CORE") scheme, the Mandate shall be given by the payer to the Creditor only, 5 business days before the value date at the latest.
- 11.3.** Giving the Mandate and submitting the consent to Bank Handlowy (or, for SEPA Direct Debit under the CORE scheme - submitting to the Creditor) shall be equivalent to the authorization made by the Account Holder as the payer for all subsequent payment instructions initiated by the Creditor under the direct debit service until the Mandate is cancelled, in accordance with the provisions of the Rules.
- 11.4.** The Account Holder may cancel the Mandate, with the exception of SEPA Direct Debit under the CORE scheme.
- 11.5.** A mandate cancellation request of the Mandate made by the Account Holder should contain, as a minimum, the Account number, the name and signature of the payer, the name of the Creditor and the following features as agreed with the Creditor: the unique ID of the Creditor and the unique ID of payment transactions arising from the given legal relationship between the payer and the Creditor.
- 11.6.** Bank Handlowy shall discontinue the provision of the direct debit service within 3 business days from obtaining a mandate cancellation request of the Mandate.
- 11.7.** With the exception of SEPA Direct Debit, the Account Holder may submit within 5 business days from the day on which his/her account is debited an instruction to refund an authorized transaction carried out under the direct debit service ("A Refund Request"). A Refund Request can be given either in writing to the address provided on Bank Handlowy's website or via the Network.
- 11.8.** Bank Handlowy is obliged to charge back the amount of a payment transaction executed under the direct debit service and identified in the Refund Request only on the condition that (i) the Creditor of the payment transaction and the Creditor's bank authorize the repayment of the amount of the transaction to the Account Holder and (ii) the amount of the transaction is transferred by the Creditor's bank to Bank Handlowy to the benefit of the Account Holder.
- 11.9.** For SEPA Direct Debit transactions, a Refund Request can only be submitted in respect of SEPA Direct Debit under the CORE scheme. In that case, the Refund Request can be submitted within 8 weeks of the day when the Account of the Account Holder is debited. It is not possible to make a Refund Request with respect to SEPA Direct Debit under the Business to Business ("B2B") scheme. A Refund Request can be given in writing only.

- 11.10.** The Refund Request should contain, as a minimum, the Account number, the unique ID of the Creditor and the unique ID of payment transactions arising from the given legal relationship between the payer and the Creditor, as well as the amount debited from the Account and the day when the account was debited.
- 11.11.** With the exception of SEPA Direct Debit transactions, the Account Holder may, at the latest by the end of the business day preceding the date on which the Account is to be debited, cancel the not yet executed payment transaction under the direct debit service ("**Cancellation Statement**"). A Cancellation Statement can be given either in writing to the address provided on Bank Handlowy's website, or via the Network.
- 11.12.** The Cancellation Statement should contain, as a minimum, the Account number, the unique ID of the Creditor and the unique ID of payment transactions arising from the given legal relationship between the payer and the Creditor, as well as the planned date on which the Account is to be debited.
- 11.13.** The Cancellation Statement shall not be considered to be a mandate cancellation request of the Mandate.
- 11.14.** Bank Handlowy has the right to refuse to carry out a payment transaction involving debiting the Account under the direct debit service, in particular in the following situations:
- a) the funds in the Account are insufficient to cover the full direct debit transaction value,
 - b) the Account is closed,
 - c) no Mandate has been given,
 - d) a mandate cancellation request of the Mandate has been given,
 - e) the data provided in the Mandate does not match the data provided in the payment instructions initiated by the Creditor,
 - f) a Cancellation Statement has been made.

CHAPTER XII

CLOSED CASH DEPOSITS

- 12.1.** If this is agreed with the Account Holder, Bank Handlowy shall provide the service of accepting deposits of cash originating from the takings of commercial units of the Account Holder, in the closed form ("**Cash Deposit**").
- 12.2.** The agreement on the execution of instructions in the form of Cash Deposits shall be entered into by signing a separate agreement or, when this is provided for in the bank account agreement, through delivery by the Account Holder to Bank Handlowy the correctly completed Cash Deposit application ("**Application for Opening Closed Deposits**"), and accepting this application by Bank Handlowy.
- 12.3.** The Account Holder shall previously agree with Bank Handlowy the locations where Cash Deposits will be made. The Account Holder may arrange with Bank Handlowy that Cash Deposits will be made through locations of Bank Handlowy or ADM-Trezor. The Account Holder accepts hereby the fact that adding new locations may result in an increase of the commissions on Cash Deposits, about which Bank Handlowy shall inform the Account Holder.
- 12.4.** The Account Holder gives his/her consent to make a Cash Deposit through a location of Bank Handlowy (the Cash Deposit shall be considered to be authorized by the Account Holder) by delivering the Cash Deposit to Bank Handlowy, i.e. handing the package to an employee of Bank Handlowy.
- 12.5.** The Account Holder gives his/her consent to make a Cash Deposit through ADM-Trezor (the Cash Deposit shall be considered to be authorized by the Account Holder) by dropping the package into an ADM-Trezor unit.
- 12.6.** In the case of changes of locations where the Cash Deposits are made, Bank Handlowy shall inform the Account Holder about the address of the new location by a letter or via the Network.
- 12.7.** Packages with Cash Deposits should be packed in a secure tamper-evident envelope (without additional marking) and described in accordance with the provisions of clause 12.8. below.
- 12.8.** The package should be described by placing the following data on it: name of the Account Holder, location of the location of Bank Handlowy accepting the deposit (address) and identification number of the package, and should include the Deposit Slip ("**Deposit Slip**"). The original Deposit Slip should be placed at the package with the cash in a manner visible without opening the package. At least two copies of the Deposit Slip should be placed inside the package. The package content should be consistent with the amount and specification indicated in the Deposit Slip.
- 12.9.** Cash Deposits shall be made in the form of banknotes sorted by their nominal amount and ordered (obverse-reverse) held by a paper band or a rubber band (holding the whole Cash Deposit or only the individual denominations together) so that the banknotes cannot move.
- 12.10.** Each package with the Cash Deposit should contain banknotes for an amount not lower than PLN 5,000 in one secure envelope.
- 12.11.** Bank Handlowy may refuse to accept and process a Cash Deposit (i) if Bank Handlowy believes that the Account Holder has not complied with any of the rules specified in clauses 12.7. to 12.9. of the Rules, (ii) if Bank Handlowy believes that opening or counting the package containing such a Cash Deposit may pose a risk to health, life or property (e.g. contaminated package), (iii) in other situations specified in the Rules or in the agreement with the Account Holder.

- 12.12.** The banknotes cannot be excessively worn out, damaged, with illegible numbers and serial markings.
- 12.13.** For banknotes that fail to meet the requirements referred to in clause 12.12. above, Bank Handlowy (i) will refuse to accept and process the Cash Payment to that extent, (ii) will issue a discrepancy statement protocol ("**Discrepancy Statement Protocol**") and deliver it to the Account Holder indicating the amount of the worn out/damaged banknote and (iii) will hand over the worn out/damaged banknote to the National Bank of Poland for replacement. Upon the receipt of the funds from the National Bank of Poland, Bank Handlowy will transfer these funds to the Account, in accordance with the rules and amounts specified in the ordinance laying down the detailed rules and procedure for the replacement of banknotes and coins that are no longer a legal tender currency within the territory of the Republic of Poland due to wear or damage. Bank Handlowy shall return worn out/damaged banknotes that have not been replaced by the National Bank of Poland to the Account Holder, sending them by registered mail to the Account Holder's mailing address provided in the bank account agreement.
- 12.14.** If in the Deposit Slip the amount expressed in digits is different than the amount expressed in words, the amount expressed in words shall be considered binding.
- 12.15.** The exclusive proof of making the Cash Deposit and confirmation of crediting of the account shall be the bank statement or a copy of the Discrepancy Statement Protocol. On request of the Account Holder, Bank Handlowy shall release to the Account Holder the authenticated copy of the Deposit Slip, for an additional fee.
- 12.16.** The Discrepancy Statement Protocols shall be drawn up, apart from the case described in clause 12.13. above, if a difference of at least PLN 50 is found in the Cash Deposit and they constitute the exclusive proof of finding such a shortage, surplus or counterfeit. If a difference at a lower amount is found in the Cash Deposit, the exclusive proof of finding a shortage, surplus or counterfeit shall be the bank statement. The Discrepancy Statement Protocols shall be delivered in writing or via the Network.
- 12.17.** Unless Bank Handlowy and the Account Holder agreed otherwise, Bank Handlowy shall credit to the Account the amount of the actual content of the package (the amount after counting the Cash Deposit).
- 12.18.** If the account specified by the Account Holder in the Deposit Slip is different than the account specified by the Account Holder in the Application for Opening Closed Deposits or in the Agreement on Acceptance of Cash Deposits, and also when the correct account is not specified in the Deposit Slip, Bank Handlowy shall be authorized to credit the account specified in the Application for Opening Closed Deposits or in the Agreement on Acceptance of Cash Deposits.
- 12.19.** The risk of loss or damaging of Cash Deposits shall be transferred to Bank Handlowy upon confirmation of acceptance of such Cash Deposits by the authorized employee of Bank Handlowy in the Deposit Slip, or if Cash Deposits are transferred to the authorized representative of a different location of Bank Handlowy, upon confirmation of their receipt in the collector's report. The Bank Handlowy employee confirming the Cash Deposits affixes the date stamp to the payment slip or in the collector's report, along with an annotation "accepted without counting", noting down the number of packages and the date and time of the deposit, and signs the payment slip.
- 12.20.** The commission on Cash Deposits shall be calculated at the end of each month and debited from the account specified in the Application for Opening Closed Deposits or in the Agreement Acceptance of Cash Deposits, by the 5th business day of the next month.
- 12.21.** If there are insufficient funds for collecting the fees and commissions by Bank Handlowy on the date of charging the Account Holder with fees and commissions, Bank Handlowy may suspend the provision of the Cash Deposit service.
- 12.22.** In connection with the applicable regulations concerning the prevention of introducing assets from illegal or undisclosed sources into the financial market in accordance with the provisions of the Act on Counteracting Money Laundering and Terrorism Financing, the Account Holder hereby indicates each of the persons specified in the specimen signatures card for the account which is used to be credited with the Cash Deposit amount as the person responsible for making the instructions to make Cash Deposits within the meaning of the above Act.

CHAPTER XIII

CASH DEPOSITS AND WITHDRAWALS AT THE POST OFFICE

CASH DEPOSITS AT THE POST OFFICE

- 13.1.** Subject to prior arrangement with the Account Holder, Bank Handlowy shall provide the service of accepting open cash deposits in Polish zlotys through indicated locations of Polish Post ("**Post Office**") on the days and during the working hours of the given Post Office location, in accordance with the information available on the website of Bank Handlowy ("**Post Office Deposits**").
- 13.2.** To use the Post Office Deposits service, a separate agreement shall be signed or if the bank account agreement provides for such a service, the Account Holder shall indicate in the agreement the Account to be used for Post Office Deposits. The Account Holder shall indicate a separate Account for the Post Office Deposits made by the Account Holder, and for the Post Office Deposits made by third parties for the Account Holder. Where any third parties are to make Post Office Deposits, the Account Holder shall indicate to them only the Account indicated to Bank Handlowy as the Account for Post Office Deposits.
- 13.3.** The Post Office Deposits service shall be activated within 15 days of signing the relevant agreement pursuant to clause 13.2. above.

- 13.4.** Post Office Deposits shall be made using the Postal Deposit Slip (“PDS”). The PDS document shall constitute an authorization for the Post Office Deposit and shall be deemed as evidence of making the Post Office Deposit.
- 13.5.** Post Office Deposits shall be posted to the indicated Accounts not later than on the first working day after the Post Office Deposit was made.
- 13.6.** Any fees and charges on the Post Office Deposits shall be accrued in accordance with the Banking Fee Schedule, and shall be collected from the Account by the 5th working day of the following month.

CASH WITHDRAWALS AT THE POST OFFICE

- 13.7.** Subject to prior arrangement with the Account Holder, Bank Handlowy shall provide the service of open cash withdrawals in Polish zlotys through indicated locations of Polish Post on the days and during the working hours of the given Post Office location, in accordance with the information available on the website of Bank Handlowy (“Post Office Withdrawals”).
- 13.8.** To use the Post Office Withdrawals service, a separate agreement shall be signed (“Post Office Withdrawals Agreement”) or if the bank account agreement provides for such a service, the Account Holder shall provide a duly completed request for Post Office Withdrawals to Bank Handlowy for approval.
- 13.9.** In order to make the Post Office Withdrawal, the Account Holder shall use the Network to make a funds transfer from the Account indicated in the Post Office Withdrawals Agreement to the agreed technical account of Bank Handlowy (“Withdrawal Order”). The Withdrawal Order presented to Bank Handlowy via the Network and authorized by the User shall be deemed as confirmed by the Account Holder and duly presented to Bank Handlowy. The Withdrawal Order shall contain all the elements required under the Post Office Withdrawals Agreement. An incorrectly completed Withdrawal Order can make Post Office Withdrawals impossible.
- 13.10.** The time of receiving the Post Office Withdrawal instructions is the time when Bank Handlowy receives the Withdrawal Order via the Network. The Withdrawal Order shall be irrevocable once the agreed Account has been credited with the transfer amount.
- 13.11.** On receipt of the Withdrawal Order, Bank Handlowy shall advise the individual indicated by the Account Holder that the Post Office Withdrawal is available, specifying the transaction identification number (“ID”) by e-mail or a text message, or as otherwise contractually agreed with the Account Holder. The ID shall be assigned and passed on to the Account Holder or to another person indicated by him not later than on the next working day after submission of the Withdrawal Order.
- 13.12.** A Post Office Withdrawal shall be available in the locations specified in the Post Office Withdrawals Agreement from the time of assigning of the ID to the date of expiry of the Withdrawal Order indicated in the agreement.
- 13.13.** To make the Post Office Withdrawal, the Account Holder shall produce his/her identity document indicated in the Withdrawal Order and shall specify the ID of the particular Post Office Withdrawal.
- 13.14.** The Post Office Withdrawal may be executed subject to availability of sufficient cash at the given Post Office location. If the Post Office Withdrawal cannot be executed due to the lack of cash, the Post Office location shall agree a different date for making the Post Office Withdrawal or another Post Office location shall be indicated where the Post Office Withdrawal can be made.
- 13.15.** If the amount of the Post Office Withdrawal is not collected before the ID expiry date, Bank Handlowy shall return the Post Office Withdrawal amount to the Account indicated in the Post Office Withdrawal Agreement by the date specified in the Post Office Withdrawal Agreement.
- 13.16.** If the available balance of cash is insufficient to cover the fees and commissions payable to Bank Handlowy under the Post Office Withdrawals agreement on the due date, Bank Handlowy may suspend the Post Office Withdrawals service.

CHAPTER XIV

TERM DEPOSITS

- 14.1.** If it is provided for in the agreement between the Account Holder and the Bank Handlowy, the Account Holder may submit, using the valid application form, the instructions of opening and carrying a deposit (“Deposit”) in zlotys and freely convertible currencies. Subject to clause 14.1. of these Rules, requests shall be made in the form provided for in the bank account agreement.
- 14.2.** The Deposit agreement shall be concluded on the terms and on the day agreed with Bank Handlowy, specified in the application form as the day of Deposit opening. The Deposit Agreement, if not renewed, shall be terminated on the last day declared in the application form, except that in the case of the overnight Deposit, the last day of the agreement term shall always fall on the first business day after the day of Deposit opening.
- 14.3.** Deposits, unless individual terms and conditions of the Deposit have been agreed, bear interest at the interest rate in force in Bank Handlowy on the first day of the Deposit agreement term. Deposits opened in Polish zlotys may bear interest at a variable or fixed interest rate. Deposits opened in a different freely convertible currency bear interest at a fixed interest rate. The provisions of clause 3.2. of the Rules shall apply to changes of the interest rate.

- 14.4.** The Deposit, except an overnight Deposit, may be renewed each time for the subsequent period upon consent of both parties. The application for Deposit renewal must be submitted to Bank Handlowy not later than one business day before the end of the Deposit agreement term. The Deposit renewed for the subsequent Deposit agreement term bears interest at the interest rate in force in Bank Handlowy on the first day of this term.
- 14.5.** In the case of an overnight Deposit, after the end of the Deposit agreement term, Bank Handlowy shall transfer the overnight Deposit amount, together with interest calculated in accordance with clause 3.4 of the Rules, to the Account Holder's Account in Bank Handlowy.
- 14.6.** Under the agreement with Bank Handlowy, the Account Holder may open and operate any number of term deposits in zlotys and in other freely convertible currencies, on the dates declared by the Account Holder.
- 14.7.** Bank Handlowy does not accept supplementary deposits increasing the Deposit amount during the agreement term.
- 14.8.** The amount intended for Deposit opening should be present in the Account Holder's Account on the business day on which the Deposit is to be opened.
- 14.9.** Deposit opening shall be confirmed in the bank statement.
- 14.10.** Bank Handlowy shall establish and communicate on Bank Handlowy's website and over the telephone via the dedicated 'Depozyty' call center:
- the minimum amount of the Deposit;
 - the currencies in which the Deposits are opened;
 - the periods for which the Deposits are opened;
 - the currently valid interest rate for Deposits;
 - the minimum Deposit amount from which Bank Handlowy may agree with the Account Holder the individual conditions of the Deposit, covering the period, the amount and the interest rate on the Deposit.
- 14.11.** Having submitted to Bank Handlowy the request for opening Deposits on the basis of telephone instructions and having obtained the approval of this request by Bank Handlowy, the Account Holder may place telephone instructions of opening and operation, renewal and termination of Deposits, but except a frozen deposit and an automatic overnight Deposit.
- 14.12.** Bank Handlowy is not obliged to open a Deposit on the basis of a telephone instruction given by the Account Holder if Bank Handlowy and the Account Holder do not agree the terms of opening the Deposit. In particular, the following must be agreed between the Account Holder and Bank Handlowy in order for a Deposit to be opened, operated, terminated or renewed on the basis of the Account Holder's telephone instruction in accordance with the request referred to in clause 14.11 above:
- the number of the Account in Bank Handlowy from which the funds intended for the Deposit originate;
 - the amount and currency of the given Deposit;
 - the period for which the Deposit is opened;
 - the interest rate on the Deposit;
 - the period for which the Deposit is renewed;
 - the day on which the Deposit is to be closed; or
 - the amounts of the fees.
- Bank Handlowy and the Account Holder shall agree the above-specified terms over the telephone, and if they do not agree them in the above manner and Bank Handlowy has agreed to open a Deposit, the terms shall be determined on the basis of the provisions of the request referred to in clause 14.11. of the Rules and other agreements entered into between Bank Handlowy and the Account Holder.
- 14.13.** Save for the case of early termination of the Deposit by the Account Holder, the interest shall accrue on the Deposit for the actual number of days of the period for which the Deposit amount remains in Bank Handlowy, counting from the day of Deposit opening to the day preceding the last day of this period, inclusive, in accordance with clause 3.4 of the Rules.
- 14.14.** Submitting the instruction to withdraw or transfer the Deposit amount or its part before the end of the Deposit agreement term results in lowering of the interest rate to the level stipulated by Bank Handlowy in the Table of Interest Rates on Deposits.

CHAPTER XV

SCOPE OF BANK HANDLOWY'S LIABILITY

- 15.1.** Bank Handlowy is a joint stock company duly formed and existing in accordance with the law of the Republic of Poland. The actions carried out by Bank Handlowy and the services it provides are governed by the law and provisions in force in the Republic of Poland.
- 15.2.** Bank Handlowy shall be liable for damage arising from a failure to perform or inadequate performance of its obligations, unless such non-performance or inadequate performance is the result of circumstances for which Bank Handlowy is not responsible, with the provision that Bank Handlowy shall not be liable for damage caused by:
- a failure to fulfill its obligations caused by the action of force majeure. Force majeure means any event occurring for reasons beyond Bank Handlowy's control and includes, *inter alia*, the actions of public authorities, strikes, natural disasters, riots, acts of war, and acts of terror;

- b) events under the Account Holder's influence or control, including those that are the consequence of the Account Holder's failure to perform or inadequate performance of the terms of these Rules or bank account agreement or other agreement to which the Rules apply;
- c) unauthorized persons' obtaining information on the balance of the Account over the telephone if they gave the password and Account number stated in the schedule to the bank account agreement or were identified in another way that is consistent with the bank account agreement;
- d) carrying out forged instructions, unless when carrying out such instructions Bank Handlowy acted contrary to the procedures in force at Bank Handlowy. In all other respects, the Account Holder shall bear full liability for losses and costs caused because false instructions sent by the Account Holder to Bank Handlowy have been carried out;
- e) Bank Handlowy's not carrying out instructions that are illegible, damaged, incomplete or otherwise defective;
- f) the Account Holder's being sent erroneous information, unless the errors were caused by Bank Handlowy's intentional fault;
- g) instructions given by the Account Holder through the Network, email, tested faxes or telephone being carried out, unless that damage was caused by Bank Handlowy's intentional fault;
- h) for any damage caused by the Account Holder's improperly using the software or by its changes or modifications by the Account Holder, unless the damage was caused by Bank Handlowy's intentional fault in connection with Bank Handlowy's written instructions sent to the Account Holder; Bank Handlowy shall not be liable for any damage caused by the software provided being used with the products of other suppliers;
- i) the Account Holder's using the Network, unless caused through Bank Handlowy's intentional fault. In particular, Bank Handlowy shall not be liable for damage incurred by the Account Holder if:
 - the Account Holder cannot use the Network because of a breakdown of telecommunications equipment provided to the Account Holder or Bank Handlowy by third parties or if the information received by the Account Holder or Bank Handlowy is inaccurate, incomplete or delayed as the result of such damage or breakdown;
 - the damage was caused by interruptions in communications, damage or delays related to banking and financial services through the Network that are the result of circumstances for which Bank Handlowy is not responsible;
 - the damage is the result of third party access to the Network or a crime;
 - the Account Holder has disclosed or failed to properly protect the password from third parties, unless such damage was caused by Bank Handlowy's intentional fault;
 - the Account Holder has not properly protected information sent by email and unauthorized third parties, including unauthorized employees of the Account Holder, have obtained access to it after Bank Handlowy entered the data in electronic means of communications;
- j) an interruption in the provision of services caused by a breakdown of Bank Handlowy's IT systems;
- k) a failure to perform the obligations by the party employed by the Account Holder to transport money of the Account Holder to places of depositing Cash Deposits, including when the Account Holder uses the services of the party specified by Bank Handlowy.

15.3. Bank Handlowy shall not be liable towards the Account Holder for a reduction in the value of the funds in the Account Holder's Account or for lack of access to such funds in connection with restrictions on currency conversion or currency transfers resulting from a decision of the Polish authorities or for any similar events beyond Bank Handlowy's control, and no location, subsidiary or affiliate of Citigroup Inc. shall be liable for such events.

15.4. Subject to clauses 15.2. b) and e)-j) above, in the event of Bank Handlowy's culpable failure to carry out the Account Holder's instructions in time, Bank Handlowy shall be obliged to pay the Account Holder a contractual penalty representing the equivalent of statutory interest calculated on the amount to which the instructions related for each day that the time limit is exceeded, but no more than 5% of the entire amount under the instructions that were not carried out in due time.

15.5. In the event when the payment instrument has been used by an unauthorized person, and the Account Holder fails to provide evidence to the contrary, it shall be considered that the payment instrument was stored by the Account Holder in such a way that permitted unauthorized access and, if the personalized security features of the payment instrument were used in the correct manner, it shall be considered that the Account Holder failed to take the necessary measures to protect the integrity of the personalized security features of the payment instrument.

15.6. In accordance with the Act on the Bank Guarantee Fund, Deposit Guarantee Scheme and Resolution ("**Act on BGF**"), Bank Handlowy is an entity covered by the mandatory system of guaranteeing the funds deposited in bank accounts and the depositor's receivables from bank securities, confirmed with documents made to their name or with registered certificates of deposit, if issued before 2 July 2014. The purpose of the mandatory system of guaranteeing funds is to assure the depositors that they will be able to withdraw the guaranteed funds up to the amount set forth in the Act on BGF, if the guarantee condition is met. The objects covered by guarantees in accordance with the Act on BGF are depositor's receivables in the amount corresponding to the guaranteed sum, increased by interest accrued until the day on which the guarantee condition is met, at the rate specified in the agreement, regardless of their due date. On the day on which the guarantee condition is met the depositor obtains a right to a monetary benefit from the Bank Guarantee Fund.

In the understanding of the Act on BGF, the depositor is a natural person, a legal person, a non-incorporated organizational unit awarded with legal capacity under a separate law, a school savings union, employee cash assistance or a load fund. Moreover, when Bank Handlowy maintains an escrow account, the depositor is each of the trustors, within the limits corresponding to their shares in the amount collected in the account, and the trustee with respect to the remaining amount. When Bank Handlowy maintains an account for an investment firm, the depositor is each of the investment firm's clients, within the limits corresponding to their share in the amount collected in this account.

The BGF protection does not cover the receivables of: the State Treasury, the National Bank of Poland, banks, foreign banks, credit institutions referred to in the Banking Law, credit unions and the National Association of Credit Unions, the Bank Guarantee Fund, financial institutions, investment firms and recognized third-country investment firms pursuant to Article 4 of

Regulation No 575/2013 of 26 June 2013 on prudential requirements for credit institutions and investment firms, persons and entities not identified by Bank Handlowy, domestic and foreign insurance companies and reinsurance companies, investment funds, investment fund companies, foreign funds, management companies and branches of investment societies, open-end pension funds, staff pension funds, pension fund companies, employee retirement associations, local self-government units and public bodies of a member state other than the Republic of Poland and of a third country, in particular, the central and regional governments, and local self-government units of such states.

The guarantee protection does not cover funds paid as shares, participation fees and membership contributions made to cooperative societies, the depositor's fund, if such funds are in bank accounts in which no transactions were made within the period of 2 years before the day on which the guarantee condition was fulfilled, other than the accrual of interest or the charging of commission or fees, and their sum is lower than the PLN equivalent of EUR 2.5 - if these were the only means of the depositor covered by the guarantee, electronic money, and funds received in exchange for electronic money. Also, the guarantee protection does not cover deposits (receivables due to Bank Handlowy) resulting from banking activities performed with Bank Handlowy, not confirmed by a registered document issued by Bank Handlowy (e.g. receivables under a bank security issued to the bearer), activities other than banking activities, and receivables towards an entity which is not covered by the guarantee system, when Bank Handlowy is only an intermediary in the conclusion of an agreement with such an entity.

If the guarantee condition is met, the Bank Guarantee Fund shall pay the guaranteed funds up to the statutorily defined amounts. Currently, the deposit amount not exceeding the equivalent of EUR 100,000 in zlotys is guaranteed in total, except for cases provided for in the Act on BGF. Detailed information on the amounts and the scope of the guarantee is presented in the Act on BGF. Regardless of the currency in which the deposit is denominated, the guaranteed funds are paid out in zlotys after the value of the foreign currency deposit is converted at the average exchange rate published by the NBP on the day on which the guarantee condition was met.

Some deposits not covered by the BGF guarantee (exceeding EUR 100,000 or its equivalent in other currencies) constitute the depositor's receivable from the estate in bankruptcy of Bank Handlowy and can be recovered as a result of distribution of assets of Bank Handlowy during the bankruptcy proceedings. If bankrupt Bank Handlowy is acquired by a different bank - this bank shall take over the liabilities of Bank Handlowy toward Account Holders.

If the Act on BGF is amended in such a way that the amount of deposits covered by the BGF guarantee changes, Bank Handlowy shall notify the Account Holder in a separate letter that does not need to be accepted by the Account Holder.

- 15.7.** As a public company, Bank Handlowy must publish quarterly financial statements which are disclosed to the public through Polish Financial Supervision Authority (KNF) and they are also available on Bank Handlowy's website.

CHAPTER XVI

CURRENCY TRANSACTIONS, FOREIGN PAYMENTS

- 16.1.** Bank Handlowy shall make foreign payments and currency transactions in accordance with the provisions of foreign exchange law in force in the Republic of Poland on the date such a payment is made. If the Account Holder submits incomplete documentation or documents that are not originals for the purpose of a transfer that requires foreign exchange control, the Account Holder shall provide additional documentation pursuant to the requirements of foreign exchange law. Bank Handlowy shall carry out the Account Holder's instructions based on the documents in its possession, if in Bank Handlowy's opinion they are sufficient in light of foreign exchange law provisions.
- 16.2.** Unless agreed otherwise, Bank Handlowy shall not be liable for any losses of the Account Holder arising from exchange rate changes when foreign payments are made and currency transactions are entered into.
- 16.3.** The rates announced on Bank Handlowy's website or given over the telephone by bankers or CitiService consultants, or communicated by email are for information purposes only and are subject to change during the day unless Bank Handlowy undertakes to use a given rate or the parties determine other rates.
- 16.4.** If the Account Holder gives Bank Handlowy instructions requiring, pursuant to foreign exchange law in force, that Bank Handlowy carry out control, the Account Holder shall state the reason for the payment or submit documents required pursuant to the provisions of foreign exchange law in force.
- 16.5.** Bank Handlowy may choose, at its discretion, a correspondent that is a third party or an agent and use the services of the correspondent or agent to the extent necessary for Bank Handlowy to fulfill its obligations in respect of the maintenance of the Account.

CHAPTER XVII

TAX STATUS

- 17.1.** Each Account Holder that does not have a seat or management board in Poland or is subject to a limited tax obligation as defined in tax provisions shall submit the following documents and declarations when concluding the bank account agreement:
- a declaration on its tax status,
 - a tax residence certificate issued by the tax authority relevant to the location of the Account Holder's tax residence.

- 17.2.** If the Account Holder referred to in clause 17.1. above fails to submit the said declarations and certificates, Bank Handlowy shall transfer to the tax office income tax on the interest earned on the funds held in the Account in the amount determined by provisions, irrespective of any other terms of an agreement on the avoidance double taxation concluded by the Republic of Poland and the country in which the Account Holder has its tax residence.

CHAPTER XVIII

BANKING SECRECY, CONFIDENTIALITY

- 18.1.** Bank Handlowy, the persons employed thereby and persons through whom Bank Handlowy carries out actual actions related to banking activities, including, in particular, banking activities related to Accounts, are obliged to observe banking secrecy in relation to all information concerning Account Holders, the balance of funds in Accounts and operations carried out in the Accounts, subject, however, to mandatory provisions of law obliging or authorizing Bank Handlowy to disclose such information in the circumstances described in those provisions.
- 18.2.** Bank Handlowy may provide information that is a banking secret on the basis of the Account Holder's authorization, to a person indicated by the Account Holder in the authorization and within the scope indicated therein.
- 18.3.** Notwithstanding the above provisions, the Account Holder hereby agrees to disclosures by Bank Handlowy of any information or documents provided by the Account Holder in connection with the execution and performance of any agreements with Bank Handlowy, as well as the application for new products, including such information and documents that facilitate the assessment of the creditworthiness of the Account Holder and information on cooperation between the Account Holder and Bank Handlowy, information on receivables, product terms, including pricing terms, transactions, turnovers and balances in the Account, to the following related entities of Citigroup Inc:
1. Citigroup Pty Limited Ground Floor Citigroup Centre, 2 Park Street, Sydney, NSW 2000, Australia;
 2. Citigroup Global Markets Limited, Canada Square, Canary Wharf, London E14 5LB, United Kingdom;
 3. Citigroup Global Markets Inc. 388 Greenwich St., New York, NY 10013, USA;
 4. Citigroup Global Markets Deutschland AG & Co. KGaA Reuterweg 16 D - 60323 Frankfurt am Main, Germany;
 5. AO Citibank 8-10 Gasheka Str. Moscow, 125047, Russia;
 6. Citibank Korea Inc., Citi PAO Office, 39, Da-Dong, Chung-gu, Seoul 100-180, Korea;
 7. Citibank Europe plc, 1 North Wall Quay, Dublin 1, Ireland;
 8. Citigroup Technology Inc; 388 Greenwich Street, New York, NY 10013, USA;
 9. Citigroup Global Markets Operations & Technology, 111 Eighth Avenue, New York, NY 10011, USA;
 10. Citibank China Co. Ltd. 189 Nanjing Road Heping District, Tian Jin, People's Republic of China;
 11. Citibank Taiwan Ltd., No 1 Songjih Road Hsinyi District, Taipei, 11047, Taiwan;
 12. Citicorp Financial Services Limited, 18-22 Tak Fung Street, Central, Hong Kong;
 13. Citibank Finance LTD, 3 Temasek Avenue #12-00 Centennial Towers Downtown Singapore, Singapore 39190;
 14. Handlowy Leasing Sp. z o.o., ul. Senatorska 16, Warsaw 00-923, Poland;
 15. Citibank N.A. 399 Park Avenue, New York, New York 10043, USA;
 16. Citibank, A. Ş., Tekfen Tower Eski Büyükdere Cad. No:209 34394 Levent, Istanbul, Turkey;
 17. PJSC Citibank, 16-G Dymytrova Str, Kiev 03150, Ukraine;
 18. Citigroup Inc, 399 Park Avenue, New York, New York 10043, (800) 285-3000, USA;
 19. Citibank Overseas Investment Corporation, 1 Pens Way Newcastle, DE 19720, USA;
 20. Dom Maklerski Banku Handlowego S.A., ul. Senatorska 16, Warsaw 00-923, Poland;
 21. Citibank Japan Ltd. Shin-Marunouchi Building, 1-5-1 Marunouchi, Chiyoda-ku, Tokyo 100-6520, Japan;
 22. Citigroup Global Markets Japan Shin-Marunouchi Building, 1-5-1 Marunouchi, Chiyoda-ku, Tokyo 100-6520, Japan;
 23. Citibank Holding Japan, Shin-Marunouchi Building, 1-5-1 Marunouchi, Chiyoda-ku, Tokyo 100-6520, Japan;
 24. Citibank Kazakhstan Joint Stock Company, Park Palace, Building A 41 Kazybek Bi, Almaty, 050010, Kazakhstan;
 25. Citibank Canada, Citigroup Place 123 Front Street West, Suite 1900 Toronto, Ontario M5J 2M3, Canada;
 26. Banco Nacional de Mexico S.A., Avenida Isabel la Catolica 44, Mexico City, DF 06089, Mexico;
 27. Citibank del Peru S.A., Avenida Canaval y Moreyra 480, Piso 3, San Isidro, Lima 27, Peru;
 28. Banco Citibank S.A., Avenida Paulista 1111, São Paulo, 01311- 920, Brazil;
 29. Colrefin Ltda, Carrera 9 A No 99 - 02, Bogota, Colombia.
- 18.4.** The Account Holder shall keep confidential all technical, technological, trade or organizational information not in the public domain that it has obtained during its co-operation with Bank Handlowy and that could be a business secret of Bank Handlowy, in particular with respect to information that Bank Handlowy has stipulated is a secret of Bank Handlowy. Bank Handlowy shall consider a breach of this term as a material default on the Account Holder's obligations.

CHAPTER XIX

SET-OFFS, RIGHTS IN THE CASE OF A FAILURE TO PERFORM OBLIGATIONS

- 19.1.** To the extent permitted by law, Bank Handlowy may set off its claims from the Account Holder against the Account Holder's claims from Bank Handlowy.
- 19.2.** The Account Holder acknowledges and agrees that all positive balances of the Account shall be to cover the Account Holder's obligations towards Bank Handlowy. The Account Holder irrevocably authorizes Bank Handlowy to collect from the Account, without giving advance notice, funds in amounts corresponding to the Account Holder's liabilities towards Bank Handlowy on the dates they become due and to credit the amounts collected towards the repayment of these liabilities. If the balance of

the Account makes it impossible to collect the fees payable to Bank Handlowy on their due dates, Bank Handlowy shall reflect the amounts of the fees accrued and payable to Bank Handlowy in a statement sent to the Account Holder.

CHAPTER XX

FEES AND OTHER COSTS

- 20.1.** Fees, commissions and other costs charged by Bank Handlowy shall be binding on Account Holders pursuant to the Rules and list of charges of banking services (the "**Banking Fee Schedule**").
- 20.2.** Bank Handlowy may change the Banking Fee Schedule, promptly notifying the Account Holder of this by posting a notice on Bank Handlowy's website. The introduced changes shall be binding on the Account Holder from the day he is notified of the same (except where a different date has been indicated), unless the Account Holder terminates the bank account agreement in the next notice period running from the date of the notification. A notification of changes made via the website of Bank Handlowy shall be deemed as duly given once it has been published on the website of Bank Handlowy in a way that permits the Account Holder to become familiar with its contents.
- 20.3.** Bank Handlowy shall have the right to accrue and collect from the account the fee for maintenance of the Account and the Deposit accounts if a negative interest rate becomes applicable for interbank deposits for the currency of the Account or the Deposit. The fee shall be accrued for each day on which negative interest rates on interbank deposits for the currency of the Account or the Deposit prevail. Bank Handlowy shall charge the fee for maintenance of the Account on the first day of the next calendar month in which negative interest rates on interbank deposits for the currency of the Account prevail. Bank Handlowy shall charge the fee for maintenance of the Deposit on the date of termination of the Deposit. Bank Handlowy shall accrue the fees as follows: (i) for Account maintenance: as an absolute value of positive daily balance in the Account and the Financial Cost of the Currency ("**FCC**"), per annum, recorded at 11:00 a.m. on the particular day for overnight Deposits; and (ii) for Deposit account maintenance: as an absolute product of the Deposit amount and the FCC per annum, recorded at 11:00 a.m. on the particular day for a Deposit with the same maturity date. Bank Handlowy shall calculate the FCC in relation to market rates reduced by the cost of mandatory reserve. By 11:30 a.m. Bank Handlowy shall publish on its website the FCC for the currencies for which negative interest rates prevail on the interbank market.
- 20.4.** Bank Handlowy has the right to deduct fees and commissions charged by Bank Handlowy from the amount received before the transaction value is credited to the Account.

CHAPTER XXI

TERMINATION

- 21.1.** Both the Account Holder and Bank Handlowy may terminate the bank account agreement, including within the scope concerning sub-accounts opened by Bank Handlowy on the Account Holder's instructions, respecting the one-month (1) notice period, with the provision that Bank Handlowy may terminate the bank account agreement for valid reasons. In this context, valid reasons mean, in particular, the Account Holder's failure to provide the documents or information it is required to provide on Bank Handlowy's demand, a failure to comply with the obligations described in the Rules and the bank account agreement by the Account Holder or the Users, in particular the obligations related to security access and the use of the Network or the Account Holder's failure to make any payment to Bank Handlowy when it is due, as well as listing the Account Holder on the Public Warning List of the Polish Financial Supervisory Authority (KNF). Moreover, Bank Handlowy has the right to terminate the bank account agreement if Bank Handlowy cannot perform the obligations referred to in Article 8b sec. 3 (1)-(3) of the Act on Counteracting Money Laundering and Terrorism Financing of 16 November 2000. If the bank account agreement is terminated by Bank Handlowy, the notice period commences from the date of delivery of written notice to the last address for correspondence provided by the Account Holder or if no such address is given then to the Account Holder's address last known to Bank Handlowy, by registered letter with return confirmation of receipt. If the bank account agreement is terminated by the Account Holder, the notice period commences from the date of delivery of the notice to Bank Handlowy, to its head office address.
- 21.2.** If over a period of at least 12 months no transactions are made in the current Account or sub-account of the Account apart from periodic additions of interest, Bank Handlowy may terminate the bank account agreement on the terms described in clause 21.1. of the Rules.
- 21.3.** Before the notice period expires the Account Holder shall, if there is a positive balance of Account, send Bank Handlowy instructions on how it is to return the funds held in the Account. In the absence of instructions, upon expiry of the notice period Bank Handlowy shall close the Account and any funds remaining in it shall be recorded in an internal non-interestbearing clearing account.
- 21.4.** Upon expiry of the notice period, all outstanding amounts payable between the Account Holder and Bank Handlowy shall be promptly settled. These Rules shall be binding on the Account Holder until such amounts have been settled in full.

FINAL PROVISIONS

- 22.1.** Terms of co-operation between the Account Holder and Bank Handlowy:
- a) The Account Holder shall promptly provide Bank Handlowy with all information and copies of all documents that it submits to the registry court in order to have them recorded in the appropriate register or disclose in the registry files, and after the record is made, the Account Holder shall deliver the valid copy of the appropriate register.
 - b) The Account Holder shall (i) carry out their activities in compliance with the law and (ii) use the Account for the purpose specified in the bank account agreement and in compliance with the applicable regulations. In particular, the Account shall not be used for settlements of transactions (deposits, transfers or withdrawals) covered by regulations on antimoney laundering and terrorist financing. The Parties hereby agree that the Account will not be used for settlements of transactions subject to international sanctions, including sanctions imposed by the United Nations, the European Union and the United States of America. Information about the scope and character of such sanctions is available on websites of the above-listed organizations, and for sanctions imposed by the United States of America - on the website of the Office of Foreign Assets Control, and on Bank Handlowy's website.
 - c) The Account Holder shall promptly notify Bank Handlowy of any change of persons authorized to use the funds in the Account, any change of its address and other data sent to Bank Handlowy in connection with the bank account agreement or other agreements between the Account Holder and Bank Handlowy.
 - d) To prevent and minimize any losses, the Account Holder shall inform Bank Handlowy whenever it fails to receive in due time any confirmation Bank Handlowy is obliged to give under these Rules, the bank account agreement or any other agreement governed by these Rules. If the Account Holder fails to comply with this obligation, Bank Handlowy shall not be liable for any losses the Account Holder incurs because of this.
 - e) The information referred to in points a), c) and d) above should be delivered to Bank Handlowy, to a banker or to an address indicated in documents or on Bank Handlowy's website. Documents which must be submitted as originals or copies certified by the Account Holder in accordance with their rules of representation should be delivered to a banker or to an address indicated in documents or on Bank Handlowy's website.
- 22.2.** These Rules shall be governed by the law of the Republic of Poland.
- 22.3.** Bank Handlowy and the Account Holder shall put their best efforts into amicably resolving any disputes by negotiation and with the aid of conciliation. Any disputes and cases, including cases for appending an enforcement clause to executory documents, between Bank Handlowy and the Account Holder shall be examined by a court with jurisdiction over Bank Handlowy's seat.
- 22.4.** If any term of these Rules is considered contrary to law or not binding, this shall not affect the binding force of the other terms of the Rules.
- 22.5.** These Rules are provided to the Account Holder before the signing of the bank account agreement and shall be available to each Account Holder on Bank Handlowy's website and, at the request of the Account Holder, an additional copy of the Rules can be supplied to him or her.
- 22.6.** Bank Handlowy may amend these Rules at any time. The Account Holder and Bank Handlowy hereby agree that a notification of changes to the Rules or new Rules shall be sent by Bank Handlowy to the Account Holder:
- a) by registered letter to the Account Holder's last address for correspondence or, if no such address has been given, to the Account Holder's address last known to the Bank Handlowy, or
 - b) by electronic means as a message published in the Network (allowing to acquire, retrieve, record and print the Rules) in the case that the Account Holder uses the Network, or
 - c) by email sent by Bank Handlowy to the email address of the Account Holder provided to Bank Handlowy upon the conclusion of the bank account agreement for the purposes of email communications.

In parallel with the submission of the notification of changes to the Rules or of new Rules, in the form indicated above, Bank Handlowy shall publish information about the change to the Rules or about the new Rules on Bank Handlowy's website.

- 22.7.** Amendments shall be binding on the Account Holder from the date the Account Holder is notified of the same, unless the Account Holder gives notice to terminate the bank account agreement in the first notice period running from the date of the notification.
- 22.8.** In the event of any doubts, written notification of amendments to the Rules shall be deemed delivered 14 days after the date when the notification of amendments to the Rules or new Rules were sent by registered letter to the last address for correspondence given by the Account Holder, and if notifications of amendments to the Rules are sent via the Network or by email, the notification of amendments to the Rules shall be considered delivered upon the upload of such a notification to the means of electronic communication in such a way that the Account Holder's Users or the addresses of the email message are able to read it.

www.citihandlowy.pl
Bank Handlowy w Warszawie S.A.

The logo for Citi Handlowy, featuring the word "citi" in a lowercase, sans-serif font with a red arc above the "i", followed by the word "handlowy" in a larger, lowercase, sans-serif font. A registered trademark symbol (®) is located at the end of the word "handlowy".

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