

## RULES AND REGULATIONS FOR ISSUING AND USING BUSINESS CARDS

### I. General Provisions

#### §1

These Rules and Regulations for Issuing, Using and Making Settlements of Operations Made by Business Cards ("**Rules and Regulations**"), issued by Bank Handlowy w Warszawie S.A. under Article 109(1)(4) of the Polish Banking Law of 29 August 1997 in conjunction with Article 384 §1 of the Civil Code of 23 April 1964, the Payment Services Act of 19 August 2011 and other applicable laws, set out, together with the Agreement, the basic rules, forms and procedure for the provision by Bank Handlowy w Warszawie S.A. of services specified in those documents as well as the rights and obligations of the Parties to the Agreement.

#### §2

The terms used herein shall have the following meanings:

**Program Administrator (Administrator)** – a person indicated by the User for the management of card programs, including for carrying out, individually, activities in CitiManager related to functionalities connected, *inter alia*, with the issuance and management of cards.

**Merchant** – an entity which accepts payments made using payment Cards;

**Authorization** – consent of the Bank to execute an Operation, preceded by authentication or Strong Authentication of the Holder, made as provided for in the Rules and Regulations;

**Online Authorization** – Authorization preceded by Strong Authentication using a one-time SMS code sent in a text message to the Primary Phone Number indicated by the Holder and the PIN code;

**Mobile Authorization** – Authorization preceded by strong authentication via a service available in the CitiManager Mobile Application, effected by confirming an Order using biometric data;

**Bank** – Bank Handlowy w Warszawie S.A. with its registered office in Warsaw, ul. Senatorska 16, the issuer of the Cards;

**ATM** – a machine enabling the Card Holder to withdraw cash and carry out other operations, provided that such operations are made available by the entity operating a given machine;

**Cashback** – a cash withdrawal using a Debit Card at a point of sale which provides that service, directly preceded by a cashless operation made by the same Card. The maximum amount of a single Cashback transaction is PLN 300. The service is only available in the territory of Poland to a Holder who has been granted a cash withdrawal option;

**CitiManager** – the Bank's electronic platform made available to the Administrator and the Holder, which enables them as part of their entitlements to, e.g., view profile data, transactions and cards, as well as use additional functionalities, such as submitting card applications, managing cards, including card limits, and send/submit orders and instructions;

**CitiManager Mobile Application** – an application of the Bank that is available on mobile devices which enables the Holder to access data of Cards, transactions carried out by them, Card management and is also used for receiving notifications on events on the Card and for executing Mobile Authorization;

**Limit Renewal Cycle** for Debit Cards – a period for which the Individual Card Limit and the Cash Withdrawal Limit are granted for a given Debit Card. The standard Limit Renewal Cycle is a month or a different period as agreed by the Bank. A monthly cycle is renewed between 7.00 p.m. and 10.00 p.m. on the last Business Day of a month, provided that individual cycles are renewed on their last Business Day, between 7.00 p.m. and 10.00 p.m.

**Settlement Cycle** – the period commencing, respectively, for:

Debit Cards – with the settlement on the Card of an Operation executed at a Merchant and ending upon its settlement in the User Account.

Credit Cards – the period stated in each Card statement, depending on the type of settlement, commencing on the 15th or the 26th day of each calendar month and ending on the 14th or the 25th day of the following calendar month, taking into account statutory holidays;

**CVV2** – a three-digit number placed in the Card's reverse used to ascertain the Card's authenticity during execution of transactions without the Card's physical use, in particular to carry out Internet transactions;

**Contactless reader** – an electronic device forming an integral part of the terminal at the point of sale (POS), reading data from the Contactless Module, used for conducting contactless Operations and for printing their confirmations;

**Business Day** – any day other than Saturday or a statutory holiday on which the Bank is open for operating activities allowing the performance of the Agreement and the Rules and Regulations;

**Primary Phone Number** – the mobile phone number assigned to the Holder in the system;

**Card (Payment Card)** – a card that identifies the issuer, the authorized User and the Holder, a Debit Card, a Credit Card issued in the ECS system in the Chip & PIN standard (Chip Card), which gives the right to make cash withdrawals or payments;

**Business Card** – Debit Card or Credit Card, one of the international Visa Business Payment Cards issued for the User by the Bank under the Agreement dedicated to making Operations either when the card is physically present (payments or withdrawals made using a POS Terminal, an ATM or a different electronic device which reads out data from the card) or without such physical presence of the card (payments made on the Internet, by telephone or upon an order sent as a letter);

**Limit** – Total Limit, Operation Limit, Individual Limit or Cash Withdrawal Limit;

**Total Limit** – an amount agreed with the User in writing or otherwise as agreed in the Agreement up to which, during the Individual Limit Renewal Cycle, Operations may be made with all the Cards issued to the User (subject to the fees and commissions charged). Each Operation shall reduce the available Total Limit, and each repayment shall increase the available Total Limit;

**Individual Limit** – an amount agreed with the User which is the maximum limit for making Operations with one Card during the adopted Limit Renewal Cycle or Settlement Cycle (subject to the fees and commissions charged);

**Cash Withdrawal Limit** – a total amount of monthly cash withdrawals that can be made with one Card, as agreed with the User. This amount is part of and may not be higher than the

Individual Limit;

**Operation Limit** – an amount agreed with the User in writing or in another form specified in the Agreement, which stands as a maximum limit for a single Operation (subject to the fees and commissions charged);

**Contactless Module** – an antenna kit communicating with the Contactless Reader of the POS Terminal, enabling the execution of Contactless Operations;

**Payee** – a natural person, legal person and organizational unit without legal personality to whom the Act grants legal capacity, being the payee of the funds that are the subject matter of the Operation;

**OLA (Online Application)** – an online form used to apply for a Business Card;

**OLM (Online Maintenance)** – a functionality that enables the management of card settings and personal data via CitiManager within the limits of authorization;

**Operation** – a payment or cash withdrawal made by a Card (including Cashback);

**Authorized person** – an individual who is duly authorized to represent the User and to act in the name of the User, and who is subject to financial security measures. Duly authorization means that a given person has been given the rights, upon the User's statement or under the law, to manage the funds in the account of the User and to sign agreements on behalf of the User;

**PIN** – a confidential four-digit identification code, which – in combination with data on the Card – is used to identify Holder electronically during a cash withdrawal, a purchase transaction where the Card is physically present and also, together with a one-time SMS code, is used for Online Authorization when executing an Operation remotely (without any physical use of the Card);

**Third party** – a payment institution, an electronic money institution, a small payment institution or a payment services office within the meaning of the Payments Services Act;

**Holder** – a natural person identified by the Administrator in the Application, authorized by the User to execute Operations in the name and on behalf of the User; the Holder's identification details are placed on the Card and the Holder becomes connected with the Card upon the submission of an accepted Application and the assignment of a PIN code;

**Account** – a bank account indicated in the Agreement, maintained by the Bank for the User, on which Operations are settled and to which the Bank has issued a Card;

**Rules and Regulations** – these Rules and Regulations for Issuing and Using Business Cards;

**Sanctions** – international economic and commercial sanctions, including, in particular, prohibitions and restrictions imposed by the United Nations and the European Union, economic and commercial sanctions imposed by way of a law by the Congress of the United States of America or the President of the United States of America managed by the Office of Foreign Assets Control ("OFAC"), the objectives of which include, but are not limited to, stopping economic aid for governments of certain countries, terrorist organizations or persons involved in drug trafficking or trade or the proliferation of weapons of mass destruction;

**Strong Customer Authentication (SCA)** – authentication that ensures protection of confidentiality of data on the basis of application of at least two elements from different categories of

knowledge, possession or characteristics of the Holder, which are an integral part of that authentication and are independent so that if one of those elements is compromised, the credibility of the other is not deteriorated;

**POS Terminal** – an electronic device which enables the Holder of a Card to make Operations;

**Tariff** – Tariff of Commissions and Fees for Corporate Clients of Bank Handlowy w Warszawie S.A.;

**TFC** – Table of Fees and Commissions which constitutes an integral part of the Agreement;

**T-PIN** (Telephone Personal Identification Number) – a confidential 6-digit identification code, configured by the Holder, which is used for electronic identification of the Holder during connections with the Interactive Voice Responder.

**Agreement** – the Agreement on the Issuing of Business Cards, signed between the Bank and the User;

**Authentication** – a procedure that enables the Bank to verify the identity of the Holder or validity of use of a specific payment instrument, including the use of individual authentication data;

**User** – a legal entity, natural person or an organizational unit without legal personality, who – together with the Bank – is a party to the Agreement;

**Visa** – the international organization of institutions which issue and accept payment cards with Visa mark;

**Statement, Statement of Operations** – a list which includes the details of any Operations made by a Card in a given monthly or different settlement period, as agreed with the Bank, and the fees and commissions due to the Bank, and is provided to the User by the Bank on the CitiManager platform after the end of a settlement cycle;

**Exemptions from Strong Authentication** – situations provided for in Commission Delegated Regulation (EU) 2018/389, where the Bank is allowed not to use SCA for operations:

- a) Article 11 "Contactless payments at points of sale",
- b) Article 12 "Unattended terminals for transport fares and parking fees",
- c) Article 13 "Trusted beneficiaries",
- d) Article 14 "Recurring transactions",
- e) Article 15 "Credit transfers between accounts held by the same natural or legal person",
- f) Article 16 "Low-value transactions",
- g) Article 17 "Secure corporate payment processes and protocols",
- h) Article 18 "Transaction risk analysis".

**Cancellation** – invalidation of the Card in the Bank's card system and with Visa, made at the request of the Administrator or the Holder or as a result of a decision of the Bank;

**Corporate Client Service Team** – a telephone service of the Bank available on business days between 8:00 am and 6:00 pm. This Service is available 24/7 for Card cancellation purposes.

## I. Program Administrators

### §1

1. The User is obliged to appoint Program Administrators authorized to perform the Agreement for and on behalf of the User, where the appointment shall be deemed effective against the Bank upon providing the Bank with a correctly filled-in Administrator Form under the Business Card

- Program, whose template is enclosed as Appendix No. 2 to the Agreement.
2. Unless the Program Administrator Form states otherwise, they shall in particular be authorized to:
    - a) apply for issuance of a new Card or its duplicate;
    - b) cancel Cards and order the Bank to close Cards;
    - c) check the debt balance of the Holders by calling the Bank;
    - d) check other details related to Cards (among other things the number of cards, valid-thru dates);
    - e) apply to change the Card settings in accordance with the order channels provided by the Bank;
    - f) receive any information, notices and correspondence.
  3. Administrators with additional designation in the Form are authorized to:
    - a) have access to CitiManager, Reports and individual management of cards (including to accept applications) within the functionalities of the CitiManager platform under Appendix No. 2;
    - b) receive Cards and provide them to their respective Holders.
  3. The Bank reserves the right to verify any information received from the User.
  4. The Bank reserves the right to refuse to issue a Card, no reason given.
  5. The Operations requested with the use of Cards are executed by the Bank within time limits appropriate for the respective types of payment orders, in line with Visa regulations and the Payment Services Act.
  6. Any Operations requested with the use of a Card which have been authorized by the Holder shall be deemed to have been validly and effectively confirmed by the User for execution. An Operation shall be deemed to have been authorized by the Holder if the Holder has given consent to execution of that Operation.

#### **§4**

1. A Card issued for the User and sent to the Administrator is inactive.
2. The Card is sent in a special envelope, with confidentiality requirements observed, i.e. in such a manner as to prevent disclosure of the data on the Card to unauthorized persons.
3. The Card, PIN and CVV2 numbers are assigned to the Holder only and may not be disclosed or provided to any other person. The Bank shall not be liable for any consequences of disclosure of the PIN or CVV2 number, or for provision of the Card or the data contained thereon to any unauthorized persons.
4. The PIN code for a Card is assigned automatically upon the acceptance by the Bank of the Application for the Card. The PIN code must be determined in accordance with the security requirements (the digits in a PIN code must not be the same (e.g. 1111), must not be consecutive, increasing or decreasing (e.g. 1234,4321), and must not include the date of birth or any other numbers that can identify the User or Holder),
5. The Holder activates the Card in CitiManager, CitiManager Mobile Application or by telephone at the CCST by confirming at the Bank that the Card has been received.

## II. Issuing a Card

### **§2**

1. A Card is dedicated to pay for business expenses in the territory of Poland and in other countries at Merchants marked with Visa logo or to make cash withdrawals at banks, ATMs and outlets authorized to carry out such operations, marked with Visa logo.
2. When carrying out an Operation, the Holder may use electronic devices which read out data from the Visa card, and in particular a POS Terminal or an ATM, including those with Visa logo.
3. For the purposes of Directive (EU) 2015/2366/EC of the European Parliament and of the Council of 25 November 2015 on payment services ("Directive") and for the purposes of the Act of 19 August 2011 on payment services, hereinafter the "Payment Services Act," to the extent the Bank provides payment services to the User, the Bank and the User agree that the following articles of the Act will not apply in their entirety: Articles 17 to 32, Article 34, Articles 35 to 37, Article 40(3) and 40(4), Article 45, Article 46(2a), Article 46(4a) sentence 1, Articles 47 to 48, and Articles 144 to 146 of the Act. For the avoidance of doubt, the Parties confirm that Article 44(2), Article 46(2) to (5), Article 46(4a) sentence 2 and Article 51 of the Act apply to the payment services provided by the Bank.
4. The Bank shall be the owner of the Cards issued. The Cards issued to the User should be returned to the Bank at the Bank's request.

### **§3**

1. Acting pursuant to the terms and conditions set out in the Agreement and the Rules and Regulations, the Bank, after having satisfactorily examined the Application, shall issue Cards to the Holders indicated by the Administrator and approved by the Bank, and undertakes towards the User to clear Operations and any fees and commissions charged in accordance with TFC and the Tariff.
2. The User must monitor if data provided to the Bank are valid and to notify the Bank without delay of any changes in data included in Applications.

## III. Using a Card

### **§5**

1. The Card can be used only by its Holder.
2. The Card should be used in such a manner and for such purposes as are consistent with the Agreement, the Rules and Regulations and the law.
3. The User must make the Holder acquainted with the provisions of the Rules and Regulations.
4. The User shall be fully liable to the Bank for any consequences of the use of the Card by the Card's Holder and Third Parties, subject to the exceptions referred to in the Agreement or the Rules and Regulations.
5. The Administrator may issue instructions concerning the Card on the basis of the Agreement also with the use of CitiManager (including OLA, OLM). The Administrator is entitled to give instructions concerning all Cards issued on the basis of the Applications filed and approved by the Administrator.
6. If the Card is used by the Holder contrary to the Agreement, the Rules and Regulations or the law, the Administrator

- must notify the Bank immediately and demand Cancellation of the Card. In such a case, the provisions of § 11 below shall apply.
7. When executing an Operation, it may be necessary to present a document confirming the Holder's identity. A failure to produce such a document may stand as a reason for a refusal to accept the Card.
  8. A cash withdrawal order shall be deemed authorized if it was confirmed by the PIN code of the Card.
  9. A cashless operation with the physical use of the Card shall be deemed authorized if it was confirmed by the use of PIN.
  10. Subject to section 11 below, the total amount of Operations executed by means of the Card (along with charged fees and commissions) in the Settlement Period or the Limit Renewal Cycle may not exceed the determined Individual Limit.
  11. The total amount of cash withdrawals made with the use of the Debit Card may not exceed the Cash Withdrawal Limit in the Limit Renewal Cycle established by the User for a given Debit Card.
  12. The total amount of Operations executed by means of Credit Cards issued to the User (along with charged fees and commissions) in a Settlement Period may not exceed the determined Total Limit.
  13. The Bank may refuse to execute the authorized Operation made with a Debit Card if the Operation amount (plus the fee or commission charged) is higher than the available Account balance, or higher than the available balance in the account specified in the Application to Set up (to the extent in which the commissions and fees are to be cleared on this account) or if as a result of the clearing of such Operation (along with charged fee or commission) the Individual Limit, Operation Limit, Cash Withdrawal Limit or Total Limit will be exceeded.
  14. The amount of a cashless payment by the Card, the amount of cash withdrawal for which the Authorization has been granted and the fees and commissions charged reduce the available Individual Limit and/or Cash Withdrawal Limit and the available Account balance or the balance on the account specified in the Application to Set Up the User.
  15. The Bank, at its discretion, may change the Individual Limit, the Cash Withdrawal Limit, the Operation Limit and the relevant Limit Renewal Cycles, also on the basis of the application for change submitted by the User. A change of the Individual Limit or the Cash Withdrawal Limit may be made for any period or permanently, in accordance with the User's application and the Bank's decision.
  16. Transactions executed on Cards are settled during the night hours on the date on which the transaction files were received from Visa Payment Organization.
  17. Transactions are settled on accounts to which Debit Cards are attached on the next day early in the morning.
  18. Transactions on Cards and accounts are settled with the original date of execution of a transaction at the point of sale.
  19. The User agrees that the Card Account may be charged with the amount of operations made by Holders together with the fees and charges arising from the TFC and the Tariff.
1. In the case of a device where Transactions are initiated by confirming the fact of possession of the Card, authentication is effected by physical presentation of the Card in the device unless the law requires Strong Authentication.
  2. In the case of a contactless Operation:
    - a) above the limit, the operation is deemed authorized by confirmation with PIN code;
    - b) below the limit, the operation is deemed authorized at the moment of providing the Card data recorded in the Contactless Module, required to effect the operation, by bringing the Card close to the device enabling readout of data stored in the Contactless Module;
    - c) in other cases of a contactless Operation where the Bank, under the applicable law, is not obliged to use Strong User Authentication, the operation is deemed authorized upon transfer of the data of the Card that are recorded in the Contactless Module and are required to execute an Operation, by bringing the Card close to the device enabling readout of data stored in the Contactless Module;
  3. Limits for contactless Operations that do not require Strong Authentication arise from applicable laws and regulations.
  4. The limit for single Contactless Operation without the need for a PIN or the signature of the Holder may be determined by the Visa Organization.
  5. Regardless of the amount of the single Contactless Operation, the Operation may need to be carried out with the use of a PIN, even though all conditions for the execution of the Contactless Operation have been met.
  6. In the case of operations effected through remote means, without physical submission of a Card (effected by telephone, in writing or via the Internet), an operation shall be deemed authorized through the provision of the Card details or the details of the Holder, depending on the requirements of the Recipient, including the first and last name, the Identification Code, the number and validity date of the Card or the CCV2 code, visible on the Card reverse side and through Mobile Authorization or Online Authorization.
  7. If a biometric mechanism is used in CitiManager Mobile Application, the Card Holder will ensure that the device on which the CitiManager application is installed only stores the biometric data of the Card Holder and, simultaneously, the Card Holder will ensure that no other persons use this mobile device and save their biometric data on it.
  8. The Bank shall have the right to refuse executing the Operation if, in the Bank's judgement, this would be justified or purposeful due to the need for protection against fraud transactions.
  9. The Bank may refuse to execute or may block or stop the execution of an authorized Operation or block the Cards if it is connected with an attempt to perform Operations covered by Sanctions, including sanctions imposed by the United Nations, European Union, each Member State of the European Union and also the United Kingdom and United States of America.
  10. The Cards of the User will be blocked immediately after the bank account agreement has been terminated so that the User could read the termination note.

11. Upon Authorization made with the use of the Debit Card, the Bank shall block funds on the Account of the User in the amount equal to the amount of an Operation and the fees and commissions charged until the intermediary institution delivers the clearing file which covers that Operation.
12. If the Operation is initiated by the payee (the intended recipient of the funds being the subject of the Operation) or with the payee's intermediation, the User may not cancel the payment order covered by the Operation once the payment order was sent to the payee or the User gave its consent for the Operation's execution.

### **§7**

1. The Card validity date is provided on the Card front side.
2. Subject to section 1 above, the Card shall be valid until the last day of the month (Valid Thru) as stated on the Card.
3. The Card can be used during the Card validity period or until its Cancellation.
4. The User is obliged to destroy the Card after the end of its validity period, in such a manner as to prevent it from being used and prevent the data thereon from being read. The consequences of a failure to do so shall rest with the User.
5. If the User fails to notify the Bank about the User's resignation from the Card at least 45 days prior to the Card expiration date, the Bank shall issue a new Card with a new validity period and shall send it to the User's correspondence address.
6. If the Card resignation is submitted after the lapse of the time limit provided for the instruction not to renew the Card for another validity period, the Bank shall collect the fee for issuing the renewed Card and the monthly fee.
7. When the Debit Card is renewed, the PIN does not change.
8. The Bank may refuse to execute an authorized Operation if it has been ordered using a Card after its valid-thru date.

### **§8**

1. The Bank shall execute an Operation or make the Authorization of a payment if the Card Account has a Limit which is sufficient to make such a transaction.
2. Operations are carried out in the currency of the country where they are executed, save for exceptions set out by Visa.
3. Settlements with the User in connection with the use of the Card will be made in the Account currency.
4. All Operations made using the Card in currencies other than the settlement currency of the Card (PLN, EUR, USD) are converted by Visa to the settlement currency of the Card (PLN, EUR, USD) at relevant Visa rates. In the event that the currency of an Operation and the settlement currency of the Card are different, a conversion fee will be added to the amount of the Operation, in accordance with the Tariff.

### **§9**

1. The Holder or Administrator is entitled to file a complaint by email to the addresses provided on the Bank's website, at [www.citihandlowy.pl/strefaklienta](http://www.citihandlowy.pl/strefaklienta), by telephone with a consultant, in writing or in person at Bank units providing services to the Holder.
2. The outcome of the complaint or claim handling procedure will be notified to the Administrator without undue delay, provided, however, that not later than within 15 business

days of receipt of the complaint. In especially complex cases, which make it impossible to handle a complaint or claim and to provide a reply within the time limits set out above, the Bank, in the information provided to the User, will:

- a) explain the reason behind such delay;
- b) specify the circumstances to be found for the purpose of handling the complaint;
- c) determine the expected complaint or claim handling and reply date, which, however, must not be longer than 35 business days of the date of receipt of the complaint for complaints related to payment services provided by the Bank.

The above time limits shall be deemed met if before their expiration the Bank's reply to a complaint is sent, and in the case of a reply in hard copy – sent at a post office of the designated operator, within the meaning of Article 3 (13) of the Act of 23 November 2012 – Postal Service Law.

3. Upon an Administrator's request, the Bank shall confirm that it has received a complaint or claim. Such confirmation shall be made in writing or otherwise as agreed with the Administrator.
4. The Bank may reply to a complaint:
  - a) in hard copy sent to the Administrator's address;
  - b) by electronic mail – upon the Administrator's request.
5. In the case of a complaint regarding a payment service, if this is appropriate for handling of the complaint, the Bank shall request the Administrator to provide the necessary explanations and documents justifying the submission of complaint.
6. Subject to section 7, where the complaint covers an unauthorized Operation, the Bank will – promptly, but not later than by the end of the business day following the complaint receipt day – reinstate the charged Card Account to the status that would have existed had the unauthorized Operation not occurred.
7. The obligation set out in Section 6 shall not emerge on the side of the Bank where:
  - a) the complaint was submitted after 13 months after the date on which the Account was charged,
  - b) the Bank has reasonable and documented grounds for suspecting a fraud and reported the case in writing to competent law enforcement authorities.
8. If the Bank, having conducted a preliminary assessment of the Administrator's complaint, including a complaint related to an unauthorized payment transaction, credited the Card Account with a specified amount or reinstated the charged Card Account to the status that would have existed had the unauthorized transaction not occurred, and then, as a result of further investigation, the complaint is rejected or the merchant or another entity makes a direct return of funds to the Card Account, the Bank will charge again the Card Account with the amount under the complaint that was previously accepted by the Bank.
9. The detailed information on the complaint filing and examination procedure is available on the Bank's Website.

### **§10**

The Administrator and the Holder are obliged, in particular:

- a) to keep the Card, its number, valid-thru date, PIN code and CVV2 code with due care and not to make them available to any unauthorized persons;
- b) to secure the Card, PIN code and CVV2 code against loss, theft or destruction;
- c) to use the Card in line with its intended purpose;
- d) to update and to notify the Bank of any changes in personal data, including the scope of ID cards;
- e) to store the documents related to the Operations and make available such documents to the Bank for the purpose of documenting potential complaints.

to Card Holders asking to disclose Card data.

## **§12**

1. The User shall be liable for unauthorized Operations made with the Card up to the amount of EUR 50, converted at the mid-rate published by the National Bank of Poland, in force on the Operation date, where such Operation is a result of (i) use of a lost or stolen Card, (ii) a fraud committed with the Card or Card's respective security features (in particular its number, PIN or CVV2).
2. The User shall be liable for any loss connected with unauthorized Operations caused by the User or Holder deliberately or as a result of infringement, willfully or as a result of failure to exercise due care, of at least one of the obligations of the User or Holder which are set out in the Agreement, the Rules and Regulations or the Payment Services Act.
3. Once the report referred to in § 11(1) or § 11(2) above is made, the User shall not be liable for unauthorized Operations resulting from the use of a stolen or lost Card or a Card used fraudulently unless (i) the User or the Holder intentionally caused the unauthorized Operation or (ii) the Holder executed the Operation.
4. The Bank and the User may establish in the Agreement a different scope of liability for unauthorized Operations than the one specified in sections 1-3 above, particularly parties may stipulate that the Bank shall be charged with all unauthorized Operations made with the Card within 72 hours prior to Card Cancellation, provided that the Operation was executed without the PIN being entered.

## **IV. Procedure for a damaged or lost Card**

### **§11**

1. When the Card is lost, stolen, appropriated or used without authorization or Card data are disclosed to an unauthorized person or there is a suspicion of a breach of confidentiality of the PIN code, the Administrator or the Holder must immediately, but no later than within 48 hours of the time of loss, theft or disclosure, report this fact by phone to the Bank or in another manner as may be specified by the Bank, for the purposes of Card Cancellation.
2. Also, when it is suspected that a fraud occurred or may have occurred (in particular theft or unlawful use of the Card), a suspicious event or unusual situation has occurred when the Card was in use, the Holder or Administrator will be obliged to notify such fact to the Bank without delay by telephone or as specified by the Bank.
3. The Bank receives Administrator's and Holder's reports with respect to Card Cancellation 24 hours a day, 7 days a week. The Bank confirms the receipt of the report by way of confirmation over the phone or electronically.
4. For security considerations, the number of the Card should not be disclosed to any third party for any reasons other than the execution of an Operation or notification of loss of the Card.
5. If it is determined that the Card is missing, the Administrator or the Holder must immediately report the Card for Cancellation in the manner described in section 1 above.
6. If the report referred to in section 5 above is not made immediately due to the failure to meet the obligation referred to in section 1 and 2 above, the Administrator shall be fully liable for any Operations made with the lost or stolen Card and for any fees and commissions charged until the day on which the Administrator or the Holder reports the Card for Cancellation to the Bank.
7. In the case of any unusual events involving the security of access to and use of the Cards, the Bank shall inform the Administrator as regards the correct and secure use of the Cards using at least one of the following secure communication channels:
  - a) a message on the websites of the Bank; or
  - b) via the telephone customer service of the Bank.
8. Any message concerning the correct and secure use of the Cards communicated on behalf of the Bank by any channel other than those listed above should not be considered credible by the Administrator or by the Holder. In particular, the Bank never emails any requests to the Administrator or

### **§13**

1. The Bank shall confirm the settlement of Operations and the fees and commissions charged in a Statement.
2. Statements are sent/made available within two Business Days following the end of a Settlement Period.
3. A Statement is considered to have been delivered upon placement of the Statement in electronic communications means, including CitiManager, email or the electronic banking system, so that the User is able to read it.
4. The User and the Holder shall be obliged to examine a Statement.
5. In the event that a Statement is not received, the User should immediately ask the Bank in writing to deliver it.
6. If there are any discrepancies determined in a Statement, in particular any unauthorized or incorrectly executed Operations, the User or the Holder must, immediately upon receiving the Statement, request the Bank, in writing or by phone, to clarify the existing discrepancies. Should the User fail to perform this obligation immediately, and in any event within the time limit set out by the provisions of law, in particular the Payment Services Act (if applicable), this shall mean that the User confirms the Operations and the fees and commissions charged as correct.

### **§14**

1. As part of delivering the services specified in the Agreement, the Bank provides the CitiManager platform, which enables access to information on Operations, fees and commissions charged and submission of instructions.
2. The Bank allows access to the CitiManager platform both for appointed representatives of the User – Administrators, with full data on the Cards and the operations made with

them, and for the individual Holders in respect of the Cards issued to them.

3. The Parties accept that instructions with regard to handling the Cards and changes in their settings may be sent via the CitiManager platform (in particular with the use of OLA, OLM) both by an authorized Administrator for all the Cards and by the Holder for its Card, pursuant to the terms agreed with the User.
4. An instruction to change the settings of the Card issued for an Administrator shall require additional confirmation by another Administrator of the User in accordance with the relevant procedure adopted at the Bank.
5. The Bank, on the basis of Appendix No. 2 to the Agreement, and after any other terms and conditions that may be applicable are satisfied, shall permit the User to access electronic reports containing information on the Cards through the CitiManager system.

#### **§15**

All conversations with the Bank can be recorded and archived using a magnetic data carrier or any other carrier the Bank sees fit for recording and archiving. For identification purposes, the Holder and the Administrator must answer the questions asked by the Bank's employee.

#### **§16**

1. In the event the Card is damaged to the extent preventing its use, or the Card is lost or stolen, its number, valid-thru date or CVV2 or the PIN cannot be retrieved, a new Card may be issued.
2. A new Card may be issued by the Bank upon a written request and a written confirmation by the User that the Card has been lost or stolen; the Card data, its number, valid-thru date or CVV2 code have been disclosed to an unauthorized person, the Card has been damaged or the PIN code cannot be retrieved and upon the report made via CitiManager.
3. The costs of issuing the new Card shall be charged to the User.

#### **§17**

1. If a cancelled Card is recovered, the Holder or the User must destroy such a card in a manner preventing it from being used again and preventing the data thereon from being read, including its number, valid-thru date and CVV2. The consequences of a failure to do so shall rest with the User.
2. No Operations can be made with a cancelled Card.

### **V. Resigning from or invalidating a Card**

#### **§18**

1. The User can resign from using the Card at any time.
2. A resignation from using the Card shall be considered to have been accepted once the Card Cancellation is completed and the Bank received a confirmation of the resignation, signed by the User.
3. Resigning from the last Card shall not equal termination of the Agreement.
4. The User who invalidates a Card must destroy the Card so as to prevent it from being used and prevent the data

thereon from being read. The consequences of a failure to do so shall rest with the User.

#### **§19**

1. The Bank shall have the right to cancel the Card:
  - in connection with the suspicion of unauthorized use of the Card or an intentional action aimed at causing the execution of an unauthorized Operation;
  - in other justified cases relating to the security of the Card;
  - if the obligation to cancel the Card arises from generally applicable laws and regulations.
2. The Bank shall have the right to block the Card after three failed attempts to use the Card with the use of PIN.

#### **§20**

1. Should any of the circumstances referred to in § 16 arise, the User must destroy the Card so that it cannot be used and the data on the Card and its number, valid-thru date and CVV2 code cannot be read out. The consequences of a failure to do so shall rest with the User.
2. Should the circumstances referred to in § 17 arise, the User must pay all sums due on account of the Operations made with the Card as well as all banking fees and commissions.

### **VI. Representations**

#### **§21**

The representations contained in this chapter as well as in chapter VII and VIII refer to Credit Cards and shall constitute a component of the assessment to determine the amount of the Total Limit granted by the Bank, including the risk of late payment of amounts due under the Agreement, and the Parties agree unanimously that they shall belong to the essential provisions of the Agreement.

#### **§22**

1. The User represents as follows:
  - a) the User has the capacity to enter into the Agreement and to perform the obligations resulting thereunder, has obtained the required consent of the User's governing bodies, and has undertaken the necessary actions in order to properly authorize its representatives to conclude and perform the Agreement, as well as transactions to be made thereunder, and thus fully complies with all statutory obligations in this respect;
  - b) the Agreement to which the User is a Party shall constitute a valid and legally binding obligation of the User that shall be enforceable under its terms and conditions;
  - c) there has been no material adverse change in the Business Condition of the User since the date on which the most recent, audited (if applicable) financial statements delivered to the Bank were drawn up;
  - d) to the User's best knowledge, no investigation, litigation, court, arbitration or administrative proceedings are current or pending, suspended or threatened with respect to the User, which might have a material adverse effect on the Business Condition or the ability of the User to perform its obligations resulting from the Agreement;

- e) no event has occurred which constitutes an Event of Default or which, as a result of a statement made, the passage of time, or another factor could be classified as an Event of Default on the Agreement;
  - f) all information furnished to the Bank by the User in connection with the Agreement as well as any documents provided to the Bank in connection with the Agreement are true, complete and adequately reflect the legal status and the financial standing of the User, and the User is not aware of any other material circumstances undisclosed to the Bank, the disclosure of which might have an adverse impact on the decision of the Bank to conclude the Agreement;
2. The User represents that:
- a) it has not initiated and is not subject to or participating in any composition proceedings defined in the Restructuring Law;
  - b) it has not submitted a request for debt restructuring within the meaning of Article 75c of the Banking Law;
  - c) it is not insolvent or at risk of becoming insolvent under the definition provided in Article 11 of the Bankruptcy Law;
  - d) it has not filed a petition for the declaration of bankruptcy or no such petition has been filed against the User;
  - e) no proceedings for acknowledging foreign bankruptcy proceedings have been instituted against the User;
  - f) it holds enough own funds to run its statutory business;
  - g) it is not in arrears with regard to any payments in connection with its tax, Social Insurance Institution and other public law liabilities.
3. Representations given in this chapter are made on the day of executing the Agreement. Furthermore, the User undertakes to make the above representations on each day it delivers the Agreement to the Bank, and on each day the Total Limit is made available or modified under the Agreement. In such a case, the representations shall be deemed to be made implicitly by the very fact of the User signing the Agreement and on each day when the Bank makes the Total Limit available to the User or modifies it for the User on the basis of the Agreement.

## VII. Covenants

### §23

- 1. For as long as the Agreement remains in effect or until the obligations resulting from the Agreement are fulfilled, the User undertakes to:
  - a) use the Card and the Total Limit only as provided for in the Agreement;
  - b) comply with any applicable laws and requirements under its instruments of incorporation, including internal rules;
  - c) timely fulfill all its obligations, including tax obligations towards the Social Insurance Institution and other public law liabilities;
  - d) have, at the cost of the User and at the request of the Bank, a valuation of collateral updated by entities designated by the Bank during the term of the Agreement, and to establish, on the date set by the Bank, additional collaterals required by the Bank, if in the opinion of the Bank the value of the collateral established by the User decreased, the Business Condition of the User deteriorated, or the ratio of the collateral value to the exposure value under the Agreement decreased;
- e) maintain property insurance for its assets, to such an extent and for such an amount as is compliant with professional due diligence, with such insurance institutions which are (to the User's best knowledge) in good financial standing on the insurance contract date, and to pay in timely manner any premiums, fees and other sums needed to sign and maintain in effect each and any insurance policy, and if an insured event occurs, immediately report the claims to the relevant insurance institution under the insurance policy issued by that insurance institution;
- f) enable the Bank to inspect the security;
- g) inform the Bank immediately of changing the bank at which the User maintains its main account and auxiliary accounts;
- h) if necessary, to maintain a current account with the Bank during the entire term of this Agreement;
- i) notify the Bank immediately about any change of its business name, registered office and address, with the effect that any letters sent by the Bank to the User using the last known address details shall be deemed to have been effectively served on the day specified in § 29 of the Rules and Regulations;
- j) not to establish, unless the Bank gives its prior consent in writing, a security for the performance of a financial obligation, on any of its assets;
- k) treat any and all of its obligations to the Bank under the Agreement *pari passu* with other unsecured obligations, subject to mandatory provisions of law;
- l) submit to the Bank its annual financial statements at least within 14 days after the legally binding deadline for submitting them to respective authorities, including audited consolidated and unconsolidated statements, if drawn up, and quarterly F-01 statements, no later than within 21 days after each quarter-end, or at the Bank's request, interim financial statements no later than 3 days after their preparation, as per deadlines given by respective provisions of law, and other documents and information required by the Bank;
- m) notify the Bank immediately of any events which endanger or may endanger timely servicing or repayment of Cards, altering materially its Business Condition, reducing the value of established collateral, or otherwise endangering the User's fulfilment of its obligations hereunder, as well as of the occurrence of an Event of Default;
- n) notify the Bank immediately of any delays exceeding 45 days in the payment of amounts due and payable by the User;
- o) notify the Bank immediately of any changes in the User's ownership structure or any changes in its instruments of incorporation, as well as deliver to the Bank documents evidencing these changes.
- p) notify the Bank immediately in an agreed manner on granting access to information on Business Cards accounts kept by Bank Handlowy to third parties.
- q) notify the Bank without delay of any changes in data of any Holders and Administrators.
- r) immediately take all steps required by the Bank to report any breach of security or other incident to the appropriate units of Bank Handlowy.



## VIII. Events of Default

### §24

1. Any of the following shall be deemed an "Event of Default":
  - a) the User's failure to make any payment due to the Bank as specified in this Agreement;
  - b) exceeding the Total Limit;
  - c) the User's non-performance or improper performance of any obligations towards the Bank arising from this Agreement;
  - d) submission by the User to the Bank of any of the representations in the Agreement or as required under chapter VI of the Rules and Regulations that is false or misleading at the time of its filing;
  - e) occurrence of a situation where any collateral established to secure the obligations hereunder is cancelled, ceases to be valid or enforceable, or its value is – in the Bank's opinion – otherwise reduced, or the User violates any provision of any agreement establishing the aforesaid collateral;
  - f) threatening or actual loss of the ability to repay due and payable liabilities, the User entering into negotiations with one or more creditors with a view to refinancing or restructuring its debt;
  - g) the User ceasing to run its business to a significant extent, making a decision to this effect or commencing winding-up proceedings;
  - h) the User's failure to meet its obligation to make payments under a final and binding court judgement or payment order;
  - i) the User's non-performance or improper performance of its obligations under any agreement or document stating or regulating the User's obligations, tax, Social Insurance Institution and other public law liabilities;
  - j) occurrence of a situation where any of the User's obligations falls due and payable before the contractual due date, or circumstances as a result of which any creditor of the User can demand that the User perform the entire obligation before the contractual due date;
  - k) a pledge is established for a third party, the object of which would consist in: (i) rights under the Account, (ii) rights under the account on which a reservation of funds is established for the Bank or another encumbrance is established on the right under the account (including, in particular, on the basis of a power of attorney), where the Bank was given the power of attorney to manage such an account as a security for the Bank's debt claim,
  - l) deterioration of the Business Condition, preventing the Bank from determining the Business Condition or the occurrence of any event or events which – at the Bank's discretion – may have a material adverse impact on the User's Business Condition or on the User's business performance or ability to perform its obligations under the Agreement or any agreements of a similar nature, signed by the User with any other financial institution;
  - m) occurrence of any event or events which – at the Bank's discretion – may have a material adverse impact on the Business Condition of the (directly or indirectly) dominant entity or the surety for the User's obligations under the Agreement, or on the User's ability to perform any other obligations (if any);
  - n) instigation of court proceedings or arbitration proceedings aiming at satisfaction of creditors' debt claims against the User, with the value of the object of dispute exceeding the amount of the Total Limit;

- o) with respect to the User:
  - an application for an injunction has been filed in relation to any of the User's assets;
  - enforcement proceedings have been instigated in relation to any of the User's assets, irrespective of the enforcement title forming the basis for the proceedings, for a sum exceeding the Total Limit.

2. If any of the Events of Default occurs, the Bank shall be entitled to:
  - a) suspend or refuse to execute Operations;
  - b) require the User to establish additional collateral for the repayment of Cards;
  - c) terminate the Agreement;
  - d) reduce the Total Limit, Individual Limit, Cash Withdrawal Limit or Operation Limit granted to the User;
  - e) block all Cards issued to the User.
3. Any omission or delay on the part of the Bank to ascertain an Event of Default shall not constitute the Bank's waiver of its right to ascertain such an Event of Default at a later date.

## IX. Additional services

### §25

1. Cards are provided with free-of-charge group travel assistance insurance.
2. The Bank offers insurance against Fraudulent Use of Cards by the Holder. The beneficiary in this insurance is either the User or the Bank, depending on the entity which suffered direct damage. Should the need arise, the User hereby appoints the Bank the beneficiary/entity entitled to receive benefits from the aforesaid insurance, resulting from fraudulent use of the Card by the Holder during the insurance term.
3. The User agrees to be included in insurance cover for the issued Cards, under agreements signed between the Bank and the insurers, on the terms resulting from those agreements and described in the Product Sheet.
4. The Bank shall not be liable for availability, quality and consequences of the provision of services related to the issuing or use of the Card, including insurance services if provided to the User directly or indirectly by Third Parties. Any complaints or claims regarding the services referred to in the preceding sentence should be directed by the User or the Holder directly to the provider of a given service.
5. Pertinent information and terms of insurance products are described in the Product Sheet. The Product Sheet does not form an integral part of the Agreement or the Rules and Regulations. The User represents that it has read and accepts the Product Sheets and the General Terms and Conditions of Insurance/Special Terms and Conditions of Insurance/insurance policies, as provided by the Bank, and undertakes to notify the same to the Holder. The Product Sheets and the General Terms and Conditions of Insurance/Special Terms and Conditions of Insurance/insurance policies are available on the website [www.kartybiznes.pl](http://www.kartybiznes.pl) in the tab Insurance, on the website of the Bank, in the tab Companies and Corporations – Finance Management – Payment Cards or may be delivered in electronic or paper format upon the User's request to the User's address specified in such request. The above documents can also be obtained by calling CCST.
6. The Bank has the right to amend unilaterally the Product

Sheet or to resign unilaterally from provision of insurance services in any case, in particular when there is a change in market factors, functionality of the offered service or the Bank's costs.

7. The information about a change to Product Sheets or resignation from making insurance services available is made known to the User, at the Bank's discretion, in writing or via email (this includes also a notification made via an email message referring to a communication posted on the relevant website), to the addresses agreed between the parties.
8. The notification of a change to Product Sheets or resignation from making insurance services available shall be considered to have been made upon (i) delivery of the notification in writing, or (ii) placement of the notification in the electronic communications means, including email, so that the User was able to read it.
9. The User or Holder shall have the right to resign from insurance coverage at any time during its term, by giving a written statement of intent. The resignation from insurance cover shall result in the closing of the Card and cessation of the provided cover effective from the date following the statement submission date.

## §28

1. The Bank shall debit the Account with the fees and commissions, in accordance with the TFC and the Tariff, with the exception of the fee for cash withdrawals from ATMs and the fee for managing an untimely payment of an obligation, which shall be chargeable to the Individual Limit, Total Limit and Cash Withdrawal Limit.
2. The Bank may change the Table of Fees and Commissions and Tariff of Commissions and Fees for Corporate Clients, promptly notifying the User of this by posting a notice on the Bank's website. The introduced changes will be binding on the User from the day they are notified of the same (except where a different date has been indicated) unless the User terminates the Agreement on the Issuing of Business Cards

and the Handling of Operations Executed with such Cards in the next notice period running from the date of the notification. A notification of changes made via the website of the Bank shall be deemed as duly given once it has been published on the website of the Bank in a way that permits the User to become familiar with its contents.

## §29

1. The Bank shall be entitled to amend these Rules and Regulations at any time.
2. A notification of changes to the Rules and Regulations or new Rules and Regulations shall be sent by the Bank to the User:
  - a) by electronic means as a message published in the network (allowing the User to acquire, retrieve, record and print the Rules and Regulations) in the case that the User uses the network, or
  - b) by email sent by the Bank to the email address of the Program Administrator provided to the Bank in the Administrator Form under the Business Card Program for the purposes of email communications
3. In parallel with the submission of the notification of changes to the Rules and Regulations or of new Rules and Regulations, in the form indicated above, the Bank shall publish the new Rules and Regulations on the Bank's website. In the event of any doubts, notification of amendments to the Rules and Regulations sent via the network or by email, shall be considered delivered upon the upload of such a notification to the means of electronic communication in such a way that the User or the addressees of the email message are able to read it.
4. Within 14 days from the receipt of, respectively, the new Rules and Regulations or notification of amendments to the Rules and Regulations, the Account Holder is entitled to inform the Bank in writing of their non-acceptance of the introduced amendments and to terminate the Agreement on the Issuing of Business Cards

and the Handling of Operations Executed with such Cards. Failure to submit such a statement within the time frame specified above shall be deemed as the User's consent to the new wording of the Rules and Regulations.

5. The User's statement on the refusal of consent to the changes to the Rules and Regulations is equal to the termination of the Agreement by the User. During the period of notice, the current Rules and Regulations shall apply.

## X. Final Provisions

### §26

The Bank shall not be liable for Merchants' refusal to accept the Card.

### §27

1. The Bank shall be liable for carrying out the instructions as formed. Any errors in the instructions given to the Bank are the User's responsibility.
2. The Bank shall not be liable for any consequences of inability to execute Operations with a Card when such inability is not the Bank's fault. The Bank shall not be liable for inability to execute Operations by a Card.
3. The Bank shall not be liable for any consequences of inability to execute Operations, where such inability is caused by computer network or telecommunications network failure.
4. The Bank reserves the right to make interruptions in the operation of banking systems which handle the Cards, due to performed maintenance tasks, which may result in a refusal of Authorization or a refusal to execute an Operation. An interruption for maintenance purposes shall not require prior notification of the User or the Holder.
5. An instruction to change the settings of the Card issued for an Administrator shall require additional confirmation by another Administrator of the User in accordance with the relevant procedure adopted at the Bank.
6. The User undertakes to notify the Bank immediately in an agreed manner on granting access to information on Business Cards accounts kept by Bank Handlowy to Third Parties.
7. The User undertakes that the Administrator will immediately take all steps required by the Bank to report any breach of security or other incident to the appropriate units of Bank Handlowy.

### **§30**

1. All communications, subject to the provisions of the Agreement or the Rules and Regulations to the contrary, addressed by the Bank to the User (or to the Administrator) in performance of the Agreement, shall be considered to have been served in writing (i) on the day of receipt by the User, or (ii) after 7 days from the date of dispatch at the post office to the User's address specified in the relevant appendix to the Agreement, whichever is earlier.
2. All communications addressed by the User to the Bank shall be considered to have been served upon receipt by the Bank.

### **§31**

1. The Bank and the User may submit applications and other statements, including statements of intent, as electronic forms (in particular using OLA, OLM) via an electronic data processing and transmission system accepted by the Bank, including also with the use of a mobile device or a mobile application that meets the technical and operational requirements of the Bank, after acceptance of the Rules and Regulations, designation of Administrators in a manner acceptable to the Bank and activation by the Bank of access to such system, provided that the User must first provide the Program Administrator Form.
2. Statements submitted as above in electronic format meet the requirement of in-writing form, in accordance with article 7 of the Banking Law and secondary regulations.
3. The Bank and the User agree that an agreement signed by the parties in writing may be amended or supplemented electronically using electronic forms provided by the Bank.
4. At the time of submission by the User of a statement or declaration on an electronic form, the Bank 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. Any declaration of intent of the User submitted by Representatives and Administrators may be confirmed with a qualified electronic signature or in any other manner accepted by the Bank.
5. An agreement is deemed concluded or modified and an application or a request is deemed approved by electronic means at the time when the Bank transmits the first electronic message to the User or otherwise makes such message available in the electronic banking data processing and transmission system approved by the Bank and such message indicates that the performance of the Agreement or of the application or request by the Bank has commenced.
6. Particular steps that make up a statement of intent that expresses consent, including as authentication, can be carried out by different persons in accordance with their entitlements granted in line with the set-up requests.

### **§32**

Should any of the provisions of these Rules and Regulations or the Agreement prove invalid, the remaining provisions shall remain in force unless it follows from the circumstances that the Agreement would not have been signed without the provisions affected by invalidity.

### **§33**

In all matters not provided for in these Rules and

Regulations or in the Agreement, the provisions of the Polish Civil Code, the Banking Law, the Payment Services Act and other applicable laws shall apply.