

## THE AGREEMENT ON THE ISSUING OF BUSINESS CARDS AND THE HANDLING OF OPERATIONS EXECUTED WITH SUCH CARDS

concluded on        in  by and between

**Bank Handlowy w Warszawie S. A.** with its registered office in Warsaw, at ul. Senatorska 16, 00-923 Warszawa, entered under number 0000001538 in the Register of Entrepreneurs maintained by the District Court for the capital city of Warsaw in Warsaw, 12th Commercial Division of the National Court Register, Tax Identification Number (NIP) 526-030-02-91, share capital of PLN 522 638 400, fully paid up, hereinafter referred to as the "Bank",

1)

2)

and

(in the case of companies under commercial law: business name, registered office, address, name and number of the relevant register, name of the district court, share capital (in the case of joint-stock companies (SA), additionally: paid-up capital), Tax Identification Number NIP);

hereinafter referred to as the "User", represented by its duly authorized representatives:

1)

2)

was entered into with the following wording (hereinafter referred to as the "Agreement").

### Definitions

Terms used herein shall have the meaning ascribed to them in the Rules and Regulations for Issuing and Using Business Cards which are in force at the Bank on the date of conclusion of the Agreement or any Rules and Regulations which will replace them.

### Issuance of a Card, execution of Operations and their execution dates

#### §1

1. Acting pursuant to the terms and conditions set out in the Agreement and the Rules and Regulations, the Bank shall issue Business Cards, on behalf of the User, 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.
2. For Credit Cards, the Bank shall issue Cards provided that (i) the Bank grants the User a credit line at least equal to 100% of the Total Limit and, if necessary, also (ii) the User files a declaration of submission to debt recovery for the amount of 120% of the granted Total Limit. The Parties state that the obligation to file such a declaration shall be communicated by the Bank in a separate procedure.
3. The User must identify, verify and update the details of any Holders of Business Cards and notify the Bank without delay of any change in such details.
4. The Card may be used for covering business expenses made by the Holder for and on behalf of the User.
5. The rules and method of use of the Card are set out by the Agreement and the Rules and Regulations.
6. 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.

7. Any Operations instructed to the Bank using a Card, properly confirmed by the Holder, shall be deemed to be authorized and to constitute a charge to the User. An Operation shall be deemed to be authorized if consent to make the Operation has been given in the manner and in accordance with the rules set out by the Rules and Regulations.
8. The Bank may independently Cancel/block the Card, without an application to that effect being filed by the Holder or Administrator, in the cases prescribed in the Rules and Regulations.
9. The Bank may refuse to execute an authorized Operation if the Operation amount (plus the fee or commission charged) is higher than the available Total Limit, 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, Cash Withdrawal Limit or Operation Limit will be exceeded.
10. The Bank may refuse to execute an authorized Operation in cases set out in the Agreement, Rules and Regulations and General Terms and Conditions of Cooperation with the Client. The Bank may refuse to execute or may block or stop the execution of an authorized Operation if it is connected with the settlement of Operations covered by international 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.

## §2

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 information on the Cards issued to the User, together with Holders' details and the option to use OLA and OLM. Specific provisions related to the use of CitiManager are included in the Rules and Regulations.
2. The Parties shall determine the access settings and the configuration of the CitiManager platform relying on Appendices No. 1 and 2 to the Agreement

## Card Limits

## §3

1. The principles of determination and functioning of Card Limits are set out in the Rules.
2. The Bank reserves the right to change, without the User's consent, the Individual Limit, the Cash Withdrawal Limit and the restrictions on amounts of Operations if the Total Limit, Account balance or the balance in the account specified in the Application to Set up the User is insufficient to cover the amounts due arising from the executed Operations or the fees and commissions charged.

## Settlements of Operations, Fees and Commissions

## §4

1. Operations are carried out in the currency of the country where they are executed, save for exceptions set out by Visa (such as dynamic currency conversion transactions). All Operations are settled in the currency of the Card.
2. Any Operations executed by means of the Credit Card within the relevant Settlement Cycle and fees and commissions on account of such Operations shall become due and payable on the Repayment Date.
3. The Operations made with the use of Debit Cards shall be cleared by debiting the Account to which the Card has been issued, with value date of clearing these Operations by the Bank. Operations plus the fees and commissions, executed with the use of the Card, shall become due and payable at the time of their execution or charging.
4. Settlements with the User in connection with the use of the Card are made in the Account currency.
5. The amounts of the cleared fees and commissions shall be debited by the Bank to the account specified by the User in the Application to Set up.
6. Interest on unpaid debt shall be recorded by the Bank in the current account of the User.
7. Detailed information on the conversion of foreign Operations is described in the Rules and Regulations and the applicable commission rates are included in the Tariff of Fees and Commissions of the Bank.
8. The User hereby grants to the Bank an irrevocable authorization to collect from the User's accounts referred to in sections 3 and 5 above, or from any other account of the User kept by the Bank, any amounts of fees payable to the Bank for the conclusion and performance of this Agreement.
9. The User is obliged to provide on the Account funds in an amount which suffices to fully cover the amounts due referred to in section 2 and 3 above. The Bank shall notify 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 number or addresses indicated in Appendix 1 or 2 to the Agreement, that there are no sufficient funds on the Account to fully cover the amounts due. The foregoing shall not release the User from the obligation to pay the interest referred to in section 12 below and the obligation to control, on an ongoing basis, the balance on the Account in order to ensure timely repayment of amounts due.
10. For Credit Cards, the User undertakes to repay or cause that the Holders repay the total amount of Operations executed within the relevant Settlement Period by means of all Cards and the amount of charged fees and commissions, no later than on the Repayment Date, to the bank account stated by the Bank in the Statement. The date on which the funds are credited to the bank account stated by the Bank in the Statement shall be deemed the repayment date.

11. If the User or Holders fails or fail to repay, by the date and on the terms prescribed above, the total amount of Operations executed within the relevant Settlement Period by means of all Cards and the amount of charged fees and commissions, the Bank:
  - a) may charge a fee on account of handling a past due debt repayment after the date on which the statement becomes due;
  - b) shall charge the Account with the outstanding amounts due on the first day of the Settlement Period being the second Settlement Period following the Settlement Period for which the Statement was delivered to the User
  - c) charge interest on the amount of the outstanding debt, until the day preceding repayment of the existing debt, at the rate of the statutory interest;
  - d) refuse to execute an authorized Operation;
  - e) Cancel all Cards issued to the User if in its opinion the risk of the User's losing creditworthiness has increased.
12. If the Account is not a current account of the User and was opened exclusively for the purpose of clearing the Operations executed with the use of Cards, the Bank will close the Account after the lapse of three months from the date of (i) closing all Cards cleared on this Account, or (ii) completing the clearance of the last Card to the Account, whichever is later.
13. If the Account is the User's current account and the User submits a declaration of termination of the agreement which is the basis for its keeping or submits any other declarations with the intent to terminate such an agreement, the Parties agree that the agreement shall be terminated effective one month from the date of (i) closing all Cards cleared on this Account, or (ii) from the date of completing the clearance of the last Card to the debit of the Account, whichever is later, regardless of the notice period provided for in the agreement under which the Account is kept.

#### Card Security, Statements, Statements of Operations, Contact Details and Address of the User and the Bank

##### §5

If the Card is lost, stolen or its details are disclosed to an unauthorized person, the Holder or Administrator is obliged to immediately notify the Bank of this by phone or otherwise as prescribed by Visa, in order to Cancel the Card. Specific provisions in this regard are included in the Rules and Regulations.

##### §6

1. The Bank shall confirm the settlement of Operations and the fees and commissions charged in a Statement/Statement of Operations.
2. 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.
3. The Statement of Operations shall be provided to the User as specified in the bank account agreement concluded between the Bank and the User. A Statement of Operations shall be deemed to have been delivered when it is uploaded to an electronic communication means, including email or an e-banking system, so that the User can read it.
4. Specific provisions in this regard are included in the Rules and Regulations.

##### §7

1. The Bank hereby provides the following contact details for the purposes of any notifications and correspondence arising from or connected with this Agreement:  
**Citi Handlowy**  
**Bank Handlowy w Warszawie S.A.**  
**Strefa Dokumentacji Klienta (Client Documentation Service)**  
**ul. Goleszowska 6, 01-249 Warszawa**  
**telephone number: 800 120 111 or (22) 692 25 52**  
 or different contact details of which the Bank shall notify the User at least 7 days in advance.
2. Unless this Agreement provides otherwise, the correspondence address and additional contact details of the User for the purposes of any notifications arising from or connected with this Agreement are specified in Appendix No. 1 or 2 to this Agreement. A change in the contact details provided in Appendix No. 1 or 2 to this Agreement shall not constitute an amendment to this Agreement and will be made in a written statement of the User, submitted using the properly filled in form of the relevant Appendix to this Agreement.
3. The User is obliged to notify the Bank of any changes to the pursued activity immediately but no later than within 14 days from occurrence of such change.

## Program Administrators

### §8

1. The User authorizes the Program Administrator to represent the User in relationships with the Bank as regards exercising the rights and performing the obligations hereunder. The above authorization shall not cover: the approval and change of the Application to Set up, which shall be made by the Persons authorized to represent the User, incurring obligations and submitting declarations regarding assets.
2. Such authorization shall be deemed effective against the Bank upon providing the Bank with a correctly filled-in Administrator Form under the Visa Business Card Program, whose template is enclosed as Appendix no. 2 to the Agreement.
3. Administrators are authorized, in particular, to:
  - apply for the issuance of a new Card or its duplicate in the form as specified by the Bank;
  - cancel Cards and order the Bank to close Cards;
  - check the balance and available funds on Cards;
  - verify other data connected with Cards (e.g. number of Cards, valid-thru dates of Cards);
  - change the Spending Limit and the Cash Withdrawal Limit;
  - change the Limit Renewal Cycle and the Operation Limit;
  - change the number of the Account to which the Cards are linked;
  - submit complaints about executed Operations and charged fees and commissions to the Bank;
  - check other details related to Cards (among other things the number of cards, valid-thru dates);
  - apply to change the Card settings in accordance with the order channels provided by the Bank;
  - receive any information, notices and correspondence;
  - gain access to the CitiManager platform pursuant to Appendix No. 1 and 2;
  - receive Cards and provide them to their respective Holders.
4. The User may replace the existing or appoint new Administrators by filing a new, correctly filed Appendix No. 2 to the Agreement with the Bank.
5. The User undertakes to procure that, in the case that statements and declarations, including declarations of intent, applications and requests, including set up requests, or instructions are submitted to the Bank by electronic means, such declarations are submitted to the Bank by Administrators duly authorized by the User.
6. The User undertakes to identify, verify and update the details of Administrators and to notify the Bank without delay of any change.

## Additional Services

### §9

1. The Cards are furnished with free-of-charge group packages of Accident Insurance, Medical Costs Insurance and Travel Assistance Insurance.
2. 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. The User can resign from the insurance at any time, which is tantamount to closing the Card.
3. 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.
4. 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 specified in the insurance policy.
5. Pertinent information and terms of insurance products are described in the Insurance Product Sheets. 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 Holder about their contents. The Product Sheet as well as the General Terms and Conditions of Insurance/Special Terms and Conditions of Insurance/insurance policies are available on the Bank's website [kartyBiznes.pl](http://kartyBiznes.pl) under the tab "Insurance" and, at the User's request, can be delivered in soft or hard copy to the address specified by the User in its request. Those documents are also available through Corporate Card Service Office.
6. 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 directly to the provider of a given service.

## Complaints related to Operations

### §10

The Administrator or Holder may submit complaints related to this Agreement, including complaints about transactions made by a Card. The detailed rules are described in the Rules and Regulations.

## Obligatory documents to be delivered by the User and the declaration on the principal place of business

### §11

1. The User undertakes to provide the Bank with the documents required by the Rules and Regulations.
2. The User hereby declares that the main area of its primary activity is the registered office in accordance with the entry in the National Court Register KRS (in the case of legal persons – principal place of business or professional activity) and undertakes to notify the Bank of each change of the main area of its primary activity.

## Term of the Agreement

### §12

1. This Agreement shall be effective from the date of its signing and has been concluded for an indefinite period.
2. The Parties may terminate the Agreement at any time with a two-months' notice
3. The notice period shall start on the first day of the month following the month in which the terminating Party delivered a written termination notice to the other Party.
4. Irrespective of the right prescribed above, the Bank may terminate the agreement upon 14-day termination notice on the terms and in the cases prescribed in the Rules and Regulations.

## Fees and Commissions

### §13

1. For performance by the Bank of activities under this Agreement the User undertakes to pay to the Bank any fees and commissions in accordance with the Tariff of Fees and Commissions for Business Cards and Tariff of Commissions and Fees for Corporate Clients of Bank Handlowy w Warszawie S.A. The User declares to have received, become acquainted with and accepted the Table of Fees and Commissions. Table of Fees and Commissions constitutes an integral part of the Agreement. A change to the Table of Fees and Commissions shall not constitute an amendment to this Agreement and will be made in accordance with section 2 below.
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.

## Final Provisions

### §14

1. The Bank may refuse to activate a Card, refuse to execute an authorized Operation or to demand the return of the Card issued for the Holder if it believes, because of the Holder, the activation of the Card, execution of such Operation or letting the Holder keep the Card may lead to an infringement of laws, regulations (including internal regulations), rules or other requirements which apply to activities of the Bank.
2. The Rules and Regulations, received by the User before this Agreement was signed, and read and accepted by the User, shall apply to any matters not regulated in this Agreement. The Rules and Regulations constitute an integral part of this Agreement. In the event of any discrepancy between this Agreement and the Rules and Regulations, this Agreement shall be binding.
3. The User must make the Holders acquainted with the provisions of the Rules and Regulations.
4. Appendices to the Agreement:
  - a. specimen of Application to Set up the User in the Card System, enclosed as Appendix No. 1 to this Agreement;
  - b. specimen of the Card of Administrators under the VISA Business Card Program, enclosed as Appendix No. 2 to the Agreement;
5. Changes in templates of appendices to this Agreement listed in section 4 above may be made exclusively by the Bank and do not require a written amendment agreement to this Agreement to be valid. Any changes to the templates of appendices shall be communicated to the User, at Bank's discretion, in writing, via email or a post on the website

wstated by the Bank. A notification of a change of the content of specimens of appendices shall be considered to have been made upon (i) delivery of the notification in writing, or (ii) placement of the notification in electronic communications means, including email or website, so that the User is able to read it.

6. The Rules and Regulations shall be amended as set out therein.

#### §15

Any disputes, discrepancies or claims arising from or connected with this Agreement or with its breach, termination or invalidity shall be resolved by a common court with jurisdiction over the Bank's registered office.

#### §16

Unless this Agreement provides otherwise, an amendment to the Agreement must be approved by both Parties and must be drawn up in writing, otherwise being null and void.

#### §17

The provisions related to filing declarations in electronic form are prescribed in the Rules and Regulations.

#### §18

1. This Agreement has been executed in Polish.
2. If the Agreement is also signed in a language other than Polish, the Polish version will prevail in case of any interpretation differences.

**For the Bank**

**For the User**

Appendices:

No. 1 – specimen of Application to Set up the User in the Card System;

No. 2 – specimen of the Administrator Form under the Visa Business Card Program.

**Contact details for delivery of information on card program implementation status.**

**Contact persons - Client:**

Full name:	<div style="border: 1px solid black; height: 20px;"></div>	Mobile phone:	<div style="border: 1px solid black; height: 20px;"></div>
E-mail:	<div style="border: 1px solid black; height: 20px;"></div>		
Full name:	<div style="border: 1px solid black; height: 20px;"></div>	Mobile phone:	<div style="border: 1px solid black; height: 20px;"></div>
E-mail:	<div style="border: 1px solid black; height: 20px;"></div>		
Full name:	<div style="border: 1px solid black; height: 20px;"></div>	Mobile phone:	<div style="border: 1px solid black; height: 20px;"></div>
E-mail:	<div style="border: 1px solid black; height: 20px;"></div>		

**Contact persons - Bank:**

Full name:	<div style="border: 1px solid black; height: 20px;"></div>	Mobile phone:	<div style="border: 1px solid black; height: 20px;"></div>
E-mail:	<div style="border: 1px solid black; height: 20px;"></div>		
Full name:	<div style="border: 1px solid black; height: 20px;"></div>	Mobile phone:	<div style="border: 1px solid black; height: 20px;"></div>
E-mail:	<div style="border: 1px solid black; height: 20px;"></div>		
Full name:	<div style="border: 1px solid black; height: 20px;"></div>	Mobile phone:	<div style="border: 1px solid black; height: 20px;"></div>
E-mail:	<div style="border: 1px solid black; height: 20px;"></div>		