

INFORMATION ABOUT BANKING SERVICES: [link](#)

GENERAL TERMS AND CONDITIONS PROVISION OF BANKING SERVICES

Approved by Resolution of the Board of PROCREDIT BANK JSC dated 12.10.2023 valid from 01.11.2023

DEFINITIONS

Account Managers List means a list of persons authorised to manage the account and sign payment instructions of the legal entity **Client** according to the legislation of Ukraine.

Additional Verification means the verification of the **Client's** payment instruction, transaction initiated on the basis thereof, information and/or documents thereon by the **Bank**, including for the Bank to discharge its duties of the foreign exchange surveillance agent, the tax agent, the primary financial monitoring entity, etc.

Automated Parcel Terminal means an automated self-service parcel terminal designed for issuing parcels to the **Client** without the participation of the **Bank's** employees. The network of automated parcel terminals consists of the **Bank's** own parcel terminals.

Available Balance on the Account means the amount of the **Client's** funds on the account decreased by the amount of the funds that have been blocked on the account, but have not been debited.

Bank means **ProCredit Bank** Joint-Stock Company; registration certificate issued by the National Bank of Ukraine on 28 December 2000 under number 276.

Bank Payment Card (BPC or Card) means a special means of payment issued in the form of a plastic or other type of card, which is a tool for accessing the **Client's** current account and can be used for payment transactions.

Bank's Contact Centre means the **Bank's** employees responsible for remote (telephone, e-mail, internet telephony) interaction with **Clients** by providing consultations/performing transactions in accordance with the **General Terms and Conditions** by phone numbers 0 800 50 09 90 or +38 044 590 10 00.

Bank's Website means the **Bank's** official communication channel with **Clients** on the Internet at <https://www.procreditbank.com.ua>.

Banking Day means a period of time marked with a calendar date during which payment transactions of the Bank's clients are performed and dated with such date.

BPC Holder means the **Client/Client's Authorised Person** in whose name the **BPC** to the **Client's** account is issued.

BPC Re-Issuance (or Card Re-Issuance) means the issuance by the **Bank** of a new **BPC** in place of the **BPC** used by the **Client** or other **Holder**, the validity period of which has expired, in accordance with the procedure provided for by the valid **General Terms and Conditions**.

Cash-in Payment Device means a self-service software and technical complex that enables the user to initiate transactions to replenish the **Client's** current account and to deposit cash thereon, and to perform other transactions in accordance with the functionality of such device.

Client means any legal entity, individual entrepreneur, individual engaged in independent professional activity (notary, attorney, etc.) using the **Bank's** services.

Client's Authorised Person means a person entitled to manage the Client's account, including using BPC, and to perform other actions on behalf of the **Client** under a power of attorney, constituent or other document provided for by the legislation of Ukraine.

Common Reporting Standard (CRS) means Common Standard on Reporting and Due Diligence for Financial Account Information (CRS) approved by the Council of the Organisation for Economic Cooperation and Development on 15 July 2014 (as amended).

Controlling Entity means the person stipulated in the Agreement between the Government of Ukraine and the Government of the United States of America to improve adherence to the tax rules and apply the US Foreign Account Tax Compliance Act.

Direct Debit Transfer means a payment transaction for debiting funds from the **Client's** account performed in accordance with the terms and conditions of the contract between the **Bank** and the **Client**, and without the provision of a payment instruction by the **Client**.

Electronic Banking System (System) means the “Internet Banking” system and software complex that provides remote service, in particular, conclusion of contracts, creation, acceptance and transfer of **Electronic Documents** through telecommunication channels using Internet communication.

Electronic Document means a document in which information is recorded in the form of electronic data, including mandatory details of the document.

Electronic Signature of the Electronic Banking System (ES) means an advanced electronic signature, analogous to a handwritten signature, used to certify the authenticity of an **Electronic Document** in the electronic banking system. **ES** is generated following the cryptographic transformation of a set of electronic data, which is added to such set or logically combined with it, and allows to confirm its integrity and to identify its owner.

FATCA (Foreign Account Tax Compliance Act) means the US Foreign Account Tax Compliance Act effective from 1 July 2014, aimed at combating tax evasion and defining mandatory procedures for all financial institutions participating in **FATCA**.

FATCA Identification means identification of new and existing **Clients** in order to identify tax residents of the USA, i.e. the **Clients** and/or Authorised Persons of the **Clients** and/or **Controlling Entities** of the **Clients** who are citizens of the USA and/or permanently reside in the USA and/or are obliged to pay taxes under the US laws for other reasons, and that have provided the Bank with form W9/W8 filled in pursuant to the requirements of the US Internal Revenue Service, with specification of the US taxpayer identification number (TIN) of the **Client/Client's** Authorised Person/**Controlling Entity**.

IP address means a unique digital identifier of a computer on the Internet.

IP Filtering Service means a mechanism for restricting access to the **System** by the IP-addresses of the computers from which the connection to the **System** is made.

IPS means the international payment system of Visa International.

IRS means the Internal Revenue Service of the United States of America.

Legislation means legislative acts of Ukraine, regulations of the National Bank of Ukraine and other competent authorities, valid international treaties to which Ukraine or the Cabinet of Ministers of Ukraine, or other ministries or departments of executive authorities of Ukraine are parties.

Multilateral CRS Agreement means the Multilateral Competent Authority Agreement on Automatic Exchange of Financial Account Information (Multilateral Competent Authority Agreement on Automatic Exchange of Financial Account Information (MCAA CRS)) executed in accordance with Article 6 of the Convention on Mutual Administrative Assistance in Tax Matters.

Operation Day means a part of the **Bank's** business day during which the **Client's** transfer documents and withdrawal documents are accepted and, where technically possible, can be processed, transferred and executed. The duration of the Operation Day is established by the **Bank** on its own and specified in its by-laws.

Operation Regulations mean the **Bank's** by-laws establishing the **Bank's** Operation Time during which the **Clients** are serviced, including acceptance of transfer and withdrawal documents to be processed, transferred and executed by the **Bank** on the day of receipt thereof, limits for some transactions and other **Client** service terms and conditions. **Operation Regulations** constitute an integral part of the **General Terms and Conditions**.

Operation Time means a part of the **Bank's** Operation Day during which transfer and withdrawal documents to be processed, transferred and executed by the **Bank** during the same business day are accepted. The duration of the **Operation Time** is established by the **Bank** on its own and specified in its by-laws and the **Operation Regulations**.

OTP-token (One-Time Password Token) means a device used to generate one-time passwords and perform additional identification of the **Client** in the **System**.

Parties mean the **Bank** and the **Client** collectively.

Password means a word communicated in writing by the **Client** to the **Bank** to identify the **Client** by the **Bank** when using remote means of communication (telephone, Internet telephony). It is used to provide services, including services for remote servicing of accounts, withdrawal of payment documents, etc.

Personal Key of the Client's ES means a key (set of electronic data), which is independently generated by the **Client** with the use of the means of the **System**, intended for generating the **Electronic Signature for Electronic Documents** by the **Client**.

PIN code (personal identification number) means a set of numbers known only to the **BPC Holder** and intended for his/her identification during transactions using the **BPC**. **PIN code** is sent to the **Client** by an SMS message to the **Client's** GSM mobile phone number of a Ukrainian mobile network operator.

Processing Centre means an authorised legal entity that performs authorisation, monitoring, collection and processing of payment messages under transactions with the **BPC** received from the **IPS** members.

ProCredit Group means the group of foreign banks under the common name of “ProCredit” and other companies in different countries and under the joint control of the parent company “ProCredit Holding AG”, FRG.

Qualified Electronic Signature (QES) means an advanced electronic signature generated with the use of a qualified electronic signature tool and based on a public key qualified certificate. **QES** has the same legal force as a handwritten signature and a presumption of its equivalence to a handwritten signature.

Report on the Registration of the Client Signature Keys in the iBank 2 UA System (Key Registration Report) means a paper document indicating the sixteen-character Public Key of the Client’s ES that is certified by the signature of the Client’s manager. In the **General Terms and Conditions**, contracts between the Bank and the Client and other documents, the words “Certificate of the Public Key of the Client’s Electronic Signature” in any grammatical cases have been replaced by the words “Key Registration Report”.

Rules for Using the OTP-token mean a description of the use of the **OTP-token** in the **System**, the rules for using and storing the **OTP-token**, etc.

Self-Service Area means the non-residential premises equipped with software and hardware for the **Client** to receive cash and/or BPC without the participation of the **Bank’s** employees, as well as to receive **Video Consultations** via the Internet in real time (online). The list of addresses of the location of the **Self-Service Areas** is posted on the **Bank’s** website.

SMS Notification means a way of informing the **Client**, which enables the user to receive information about the account status and other information by means of messages in the SMS (Short Message Service) text format to GSM mobile phone numbers of a Ukrainian mobile network operator.

Tariffs mean monetary rewards established by the **Bank**, commissions for providing services when servicing the **Bank’s Clients**. **Tariffs** are regulated by the Bank’s by-laws and posted on the **Bank’s** official **Website**. **Tariffs** constitute an integral part of the **General Terms and Conditions**.

Third Party means any individual or legal entity that is not the **Bank** or the **Client**.

USB-token means a device that stores the **Personal Key of the Client’s ES** and is applied for the use in the **System** in order to additionally increase the level of security of the services provided to the **Client**.

Video Consultation means receipt by the individual entrepreneur, the individual engaged in independent professional activity (notary, attorney, etc.) or another individual of advice on the Bank’s services, performance of transactions by telephone and Internet with video transmission, which allows remote interlocutors to hear and see each other in real time (online).

1. RECITALS

Scope

The General Terms and Conditions for the Provision of Banking Services (hereinafter the “**General Terms and Conditions**”) is a system of published terms and conditions regulating the **Bank’s** provision of services to the **Client**.

The Bank publishes the **General Terms and Conditions** by posting the text thereof on the **Bank’s Website** and/or placing a copy thereof in the operating/cashier room of the **Bank’s** branches.

In case of concluding a service contract between the **Bank** and the **Client**, the **General Terms and Conditions**, the **Operation Regulations** and the **Tariffs** are considered included in such contract and constitute an integral part thereof. In case the **Client** initiates the first cash transaction without concluding a service contract, the **Client** is considered to have read and accepted the **General Terms and Conditions**, the **Operation Regulations** and the **Tariffs**.

By entering into the service contract between the **Bank** and the **Client** or initiating the first cash transaction without concluding such a contract, the **Client** certifies and warrants that he/she has read and understood **the General Terms and Conditions**, the **Operation Regulations** and the **Tariffs**, understands the content thereof, accedes thereto and undertakes to duly perform them. The **Client** confirms that he/she has received from the **Bank**, free of charge, the information provided for in Part 2 of Article 12 of the Law of Ukraine “On Financial Services and State Regulation of Financial Service Markets” and Part 1 of Article 30 of the Law of Ukraine “On Payment Services” in full before the conclusion of the service contract or initiating the first cash transaction without concluding such a contract.

By entering into the service contract between the **Bank** and the **Client** or initiating the first cash transaction without concluding such a contract, the **Client** also certifies and warrants that he/she has read the information and documents related to the provision of the services by the Bank and posted on the Bank’s Website, understands their content and undertakes to duly perform them.

In cases not prohibited by the **Legislation**, the **Bank** has the right to establish individual terms and conditions for the provision of services to an individual **Client**, for which the Parties enter into a corresponding contract.

In case the service contract concluded between the **Bank** and the **Client** establishes terms and conditions other than those provided for in the **General Terms and Conditions**, the **General Terms and Conditions** will prevail. The **Parties** may derogate from this rule, and it will not apply in cases where this is expressly indicated in the service contract concluded between the **Parties**.

The **Bank** may refuse to open an account and to provide any banking or payment service if it does not have the possibility of accepting for service or if such a refusal is permitted by the **Legislation** or the **Bank's** by-laws, or activities of the **Client**/person who applied to the **Bank** for opening an account or obtaining a bank or payment service are listed in the List of Activities Prohibited to Finance according to the policy of the **Bank** or the **ProCredit Group**. The list of such activities is posted on the **Bank's website**.

Since 7 October 2013, the **General Terms and Conditions** do not regulate relations between the **Bank** and its individual clients, who do not have the status of an entrepreneur or are not engaged in independent professional activity.

In accordance with the **General Terms and Conditions**, the **Bank's** individual clients who do not have the status of an entrepreneur or are not engaged in independent professional activity, who were serviced by the **Bank** until 7 October 2013, are serviced from 7 October 2013 in accordance with the General Agreement on the Provision of Banking Services to Individuals in ProCredit Bank Joint-Stock Company (hereinafter the "General Agreement").

If the contracts and/or other documents concluded between the **Bank** and an individual client of the **Bank** who does not have the status of an entrepreneur or is not engaged in independent professional activity stipulate that such client joins the **General Terms and Conditions**, such joining is considered the acceptance of the terms and conditions of the General Agreement and joining thereto.

Pursuant to Resolution of the National Bank of Ukraine No. 359 dated 16 June 2014 "On Amendments to Certain Regulations of the National Bank of Ukraine", when issuing a new **BPC** to the **Client** after 10 July 2017, but before or on 31 December 2018, the current account, transactions whereunder can be performed using the **BPC** (card account) opened with the **Bank** before 10 July 2017 to perform transactions with such **BPC**, was changed at the **Bank's** initiative, whereof the **Client** was notified when receiving a new **BPC** and/or using the **System**. Current accounts, transactions whereunder can be performed using **BPC** (card accounts) opened to the **Client** before 10 July 2017 in accordance with the agreement on opening a card account and servicing corporate bank cards, are serviced in the mode of current accounts after 10 July 2017.

Amendments and Supplements to the General Terms and Conditions

The **Bank** has the right to make amendments and/or supplements to the **General Terms and Conditions** and/or the **Tariffs** and/or the **Operation Regulations** upon **Client's** consent as follows:

The **Bank** publishes amendments and/or supplements to the **General Terms and Conditions** and/or the **Operation Regulations** by a notice to the **Client** by means of the **System**, by posting the text thereof on the **Bank's Website** and/or placing a copy thereof in the operating and/or cashier room in the **Bank's** branches, and/or by notifying the **Client** by means of postal communication and/or **SMS Notification**, and/or in the account statement not less than 14 calendar days before the date of entry into force of the relevant amendments and/or supplements (except for the cases provided for in this section of the **General Terms and Conditions**) and not less than 30 calendar days before the date of entry into force of amendments to the rules of using **BPC** or the **Tariffs** in the part related to **BPC** service.

If the **Bank** does not receive from the **Client** written objections to making amendments and/or supplements to the **General Terms and Conditions** and/or the **Tariffs** and/or the **Operation Regulations** by the date they enter into force, the amendments and/or supplements will be considered accepted by the **Client**.

In case the **Bank** receives a written objection from the **Client** regarding amendments and/or supplements to the **General Terms and Conditions** and/or the **Tariffs** and/or the **Operation Regulations** before the date of entry into force of such amendments and/or supplements, such objection will be considered the **Client's** proposal to early terminate the service contract affected by such amendments and/or supplements. The date of termination by the **Parties** of the service contract is the date of signing by the **Bank** of the written consent to the early termination of the relevant contract to be sent/provided to the **Client**.

Amendments to the **Tariffs**, which change the interest rate on a term deposit and do not apply to bank (fixed-term) deposit contracts concluded between the **Bank** and the **Client** and are effective on the date of such amendments, take effect on the date of publication of such amendments by posting the text thereof on the **Bank's Website** and/or by informing the **Client** through the **System**, or by other means provided for by the **General Terms and Conditions**.

Amendments to the **Tariffs**, which change the interest rate on a savings account, including those that apply to bank on demand deposit contracts (savings account) concluded between the **Bank** and the **Client**, and are effective on the date of such amendments, take effect on the day following the date of the publication of such amendments by posting the text thereof on the **Bank's Website** and/or by informing the **Client** using the **System**, or by other means provided for by the **General Terms and Conditions**.

The **Client** concluding a service contract between the **Bank** and the **Client** or initiating the first cash transaction without concluding such a contract confirms his/her consent to the above: procedure for making amendments and/or supplements to the **General Terms and Conditions** and/or the **Tariffs** and/or the **Operation Regulations**, notifying the **Client** thereof and termination of the service contract in case the **Client** disagrees to making amendments and/or supplements to the **General Terms and Conditions** and/or the **Tariffs** and/or the **Operation Regulations**.

Language

The **General Terms and Conditions** and each separate service contract concluded between the **Parties** are made in writing in the Ukrainian language. If necessary, the **Bank** may provide copies of such documents in another language, while copies in the Ukrainian language will prevail.

Bank Secret and Disclosure of Information about Bank Transactions

The **Bank** guarantees the secrecy of the bank account, account transactions and information about the **Client**. Information about the **Client**, transactions and accounts can be provided only to the **Clients** personally or to their legal representatives, or upon their consent to a **Third Party**. Information that constitutes a bank secret may be provided to other persons only in the cases and in the manner established by the **Legislation**.

The **Client** signing any contract with the **Bank** or initiating the first cash transaction without signing such a contract, or performing a transaction using the **Bank's** services thereby gives his/her consent to the processing of data by the **Bank** (including data relating to the personal data of the **Client**, **Client's** Authorised Persons or ultimate beneficial owners and/or are considered a bank secret), and the provision of the same to:

- persons working in the **Bank**;
- institutions with a significant share in the **Bank's** share capital;
- institutions that can audit the **Bank's** activities in accordance with the **Legislation** and/or the agreements concluded with the **Bank**;
- persons related to the provision of services to the **Bank** and/or the **Client** (for example, issuers of bank cards, persons providing telephone or postal services, etc.);
- databases to which the **Bank** is obliged to send information related exclusively to the **Client's** financial obligations or unpaid debts to the **Bank** in accordance with the law or agreement, including databases maintained by credit history bureaus, to which the **Bank** transfers information that makes up the **Client's** credit history in accordance with the terms and conditions of the agreements concluded with them;
- banking and other institutions belonging to the group (parent (holding) company and its subsidiaries), which includes the **Bank**, by nature of corporate ties, in particular the **ProCredit Group**, the **Bank's** shareholders, rating agencies, auditing companies that will carry out verification/rating of the **Bank**, legal entities that will participate in the process of securitisation of the **Bank's** assets;
- law enforcement agencies when implementing law enforcement measures upon the **Client's** request;
- state bodies in the cases and in the manner prescribed by the Law of Ukraine "On Banks and Banking Activities";
- entities engaged in the provision of financial state support and state guarantees;
- private and state notaries in inheritance cases;
- any other banking institution in written and electronic form, including by e-mail of the National Bank of Ukraine, any information related to the maintenance of a foreign economic agreement, including, but not limited to, cases of its transfer for service from another banking institution to the Bank or in cases of transfer for service from the Bank to another banking institution;
- persons specified in this clause of the General Terms and Conditions, or other persons located outside Ukraine in accordance with the requirements of the legislation of Ukraine, including foreign creditors of the **Bank**, whose funds are involved in the **Bank's** lending to the **Client**.

The **Client** also gives his/her consent and allows the **Bank**, for the purpose of performing the functions assigned to the **Bank** by the **Legislation**, to provide other payment service providers with information containing bank secrets, commercial secrets, financial monitoring secrets.

The **Client** signing any contract with the **Bank** or performing a bank transaction has been informed that the information for the formation of his/her credit history will be transferred to the credit bureau, and represents that he/she is aware of the name and address of the credit bureau. At the same time, the **Client** agrees that all the notifications related to the credit bureau and other information that must be provided to the **Client** in accordance with the **Legislation** may be provided to the **Client** by placing such information in the **Bank's** branches or posting it on the **Bank's Website**. The **Client** has also been informed that the **Bank** submits information on the credit transactions performed by it in relation to the **Client** to the Credit Register of the National Bank of Ukraine in the manner and on the conditions stipulated by the **Legislation**.

The **Client's Authorised Person**, the individual entrepreneur, the individual engaged in independent professional activity (notary, attorney, etc.) signing any contract with the **Bank** or initiating the first cash transaction without concluding such a contract, or performing another bank transaction, represents that he/she has been notified of and gives consent to the **Bank** for making photo, audio and video records during the **Video Consultation**, video verification or other audio or video translation between the **Parties**, and gives consent to the **Bank** storing the photographs, audio and video records and distributing the photographs, audio and video records being stored as provided for by the **Legislation**.

Compliance with FATCA Requirements

In the course of its activities, the **Bank** takes all measures to comply with **FATCA** requirements and is registered with the US Internal Revenue Service (**IRS**) with the "Participating FFI" status. To comply with **FATCA** requirements in the relations of the **Parties** under any contract concluded with the **Client**, the **Bank** will apply the provisions provided for in this clause, as well as other provisions determining the consequences of a failure of the **Client** and/or his/her Authorised Person and/or Controlling Entity to comply with **FATCA** requirements.

The **Client** concluding a contract with the **Bank**, performing any transaction, represents and guarantees that the **Client**, Authorised Persons and/or Controlling Entities of the **Client** are not US tax residents (unless the **Client**/Authorised Person/Controlling Entity of the **Client** has provided the **Bank** with other information along with form W9 filled in pursuant to the requirements of the US Internal Revenue Service (**IRS**), with specification of the US taxpayer identification number (TIN) of the **Client**/Authorised Person/Controlling Entity of the **Client**).

Upon the **Bank's** request, the **Client** and his/her Authorised Persons are obliged to provide the **Bank** with requested information and documents on their Tax Status/Tax Status of the Client's Controlling Entities, including forms W8 or W9 filled in accordance with the US Internal Revenue Service (**IRS**). The **Client** and his/her Authorised Persons are obliged to immediately inform the **Bank** of any changes in their Tax Status/Tax Status of the Client's Controlling Entities and, in case the status of the US Tax Resident is acquired, immediately provide the **Bank** with form W9 with specification of the US taxpayer identification number (TIN).

If the **Client** is a financial institution in the meaning of **FATCA**, the **Client** undertakes to provide the **Bank** with requested information and documents on his/her Tax Status, including form W8 with specification of the global intermediary identification number (GIIN) assigned to the financial institution in accordance with the requirements of the US Internal Revenue Service (**IRS**). In case the **Client** fails to provide the global intermediary identification number (GIIN) or a certificate that contains information on his/her release from **FATCA** requirements, the payments prescribed by **FATCA** and received by the **Client** are subject to reporting.

The **Client** and the **Client's** Authorised Person give the **Bank** their irrevocable consent and authorise it to transfer the personal data of the **Client** and/or Authorised Persons and/or Controlling Entities of the **Client**, to disclose bank secrets, personal data and other confidential information under the contract for the **Bank** to adhere to **FATCA** requirements:

- to the State Tax Service of Ukraine and the US Internal Revenue Service (**IRS**) in reports in accordance with the procedure and in the scope established by **FATCA**;
- persons participating in the transfer of funds to the **Client's** accounts (for example, correspondent banks, payment systems and their participants, senders and recipients of transfers, other institutions that carry out authorisation or processing of transfers), as well as in other cases provided for by **FATCA**.

Notification of Personal Data Processing

In order to ensure a high level of banking service for the **Client** and to comply with the requirements of the **Legislation**, the **Client** signing any contract with the **Bank** or documents under a bank transaction, gives to the **Bank**, without any reservations, consent:

□ to the collection, registration, accumulation, storage, adaptation, change, renewal, use and dissemination (distribution, implementation, transfer), depersonalisation, destruction of personal data, including using information (automated) systems, for the purpose of preventing and counteracting the legalisation (laundering) of proceeds from crime, financing terrorism and financing proliferation of weapons of mass destruction, providing financial (banking) services and ensuring the exercise of rights and performance of obligations in the field of financial (banking), economic, administrative-and-legal, tax and bookkeeping relations, relations in the field of security, credit risk management, relations arising with institutions that can audit the **Bank's** activities under the **Legislation** and/or agreements concluded with the **Bank**, relations arising in case of the **Client's** failure to perform his/her obligations under the contracts concluded between the **Client** and the **Bank**, including related to forced debt collection, relations in cases where the **Bank** concludes claim assignment agreements, other relations that require the processing of personal data provided for by the provisions of the Constitution of Ukraine, the laws of Ukraine, regulations, contracts concluded with the **Client**, etc.;

- to the inclusion and processing of his/her personal data in personal databases owned by the **Bank**, namely:
 - "**Reporting**", the purpose of processing personal data in which includes: ensuring the implementation of tax, bookkeeping, administrative-and-legal relations, which require the processing of personal data and are aimed at the exercise by the **Bank** of the rights and performance of the obligations provided for by the **Legislation**, including the Tax Code of Ukraine, the Commercial Code of Ukraine, the Labour Code of Ukraine, the Laws of Ukraine "On Personal Data Protection", "On Accounting and Financial Reporting in Ukraine", "On Employment of the Population", "On the National Bank of Ukraine", "On Banks and Banking Activities", "On Payment Services", "On Organisation of Formation and Circulation of Credit Histories", "On Deposit Guarantee System for Individuals", "On Prevention and Counteraction of Legalisation (Laundering) of Proceeds from Crime, Financing Terrorism and Financing Proliferation of Weapons of Mass Destruction", other laws of Ukraine, whereunder the **Bank** has the right/obligation to submit reports, and regulations adopted pursuant thereto;

- “**Clients**”, the purpose of processing personal data in which includes: ensuring the implementation of relations between the **Bank** and **Clients** in the field of economic, financial (banking) services, relations in the field of security, credit risk management; relations arising in case of the **Client’s** failure to perform his/her obligations under the contracts concluded between the **Client** and the **Bank**, including related to forced debt collection, other relations that require the processing of personal data and are aimed at the exercise by the Bank of rights (including restoration of a violated right) and performance of obligations provided for by the agreements concluded with the **Bank** and/or the charter, regulations, other by-laws of the **Bank** and/or the Constitution of Ukraine, the Civil Code of Ukraine, the Commercial Code of Ukraine, other codified laws, the Laws of Ukraine “On the National Bank of Ukraine”, “On Banks and Banking Activities”, “On Payment Services”, “On Enforcement Proceedings”, “On Organisation of Formation and Circulation of Credit Histories”, “On the Bar”, other laws of Ukraine and regulations adopted pursuant thereto;

□ to access to his/her personal data by the authorised state body for personal data protection, administrators of personal databases, as well as to a **Third Party** entitled to receive and/or process the **Client’s** personal data in accordance with the **Legislation** and/or written permission/consent of the **Client** and/or the contract concluded between the **Bank** and the **Third Party**, including in cases of restoration of a violated right of the **Bank**, if the **Client** has committed such a violation by non-performance or improper performance of the terms and conditions of the contracts concluded with the **Bank** and/or conclusion of claim assignment agreements by the **Bank**, etc.

Location of the personal databases is: 107-A Beresteiskyi (Peremohy) Avenue, Kyiv, 03115.

Pursuant to the Law of Ukraine “On Personal Data Protection”, the **Bank** notifies the **Client** as the personal data subject of his/her rights defined by the Law of Ukraine “On Personal Data Protection”. In particular, the personal data subject has the right to: know the location of the personal database that contains his/her personal data, its purpose and name, location and/or place of residence (staying) of the owner or manager of personal data or to give the relevant instructions to obtain such information to persons authorised by him/her, except for the cases established by the law; receive information about the conditions of granting access to personal data, in particular information about the **Third Party** to which his/her personal data are transferred; access his/her personal data; receive, no later than thirty calendar days from the date of receipt of the request, except for the cases stipulated by the law, an answer on whether his/her personal data are stored in the relevant personal database, as well as receive the content of his/her personal data that are stored; make a reasoned demand to the owner of personal data with an objection to the processing of his/her personal data; make a reasoned demand for the change or destruction of his/her personal data by any owner and manager of personal data, if such data are processed illegally or are unreliable; protection of his/her personal data from illegal processing and accidental loss, destruction, damage due to intentional concealment, failure to provide or untimely provision of data, as well as protection from providing information that is unreliable or disgraces the honour, dignity and business reputation of an individual; file complaints about the processing of his/her personal data to government authorities and officials whose powers include ensuring the protection of personal data, or to the court; apply legal remedies in case of violation of the **Legislation** on the personal data protection; enter a reservation regarding the limitation of the right to process his/her personal data when giving consent; withdraw consent to the processing of personal data; know the mechanism of automatic processing of personal data; protection from an automated decision that has legal consequences for him/her.

Upon the **Client’s** signing of any contract with the **Bank**, questionnaire, application for opening an account, payment instruction for a payment transaction, his/her personal data are included in the personal databases “Reporting” and “Clients” owned by the **Bank**. The **Client** signing a contract with the **Bank**, questionnaire, application for opening an account, payment instruction for a payment transaction confirms that the **Bank** with this reservation, in accordance with Part 2 of Article 12 of the Law of Ukraine “On Personal Data Protection”, has properly notified the **Client** in writing of the inclusion of his/her personal data in personal databases, the location of personal databases, his/her rights defined by the Law of Ukraine “On Personal Data Protection”, the purpose of data collection and the persons to whom they are transferred and/or who have access to his/her personal data.

FATCA Identification

The **Bank** has the right to demand, and the **Client** and/or the **Client’s** Authorised Person is obliged to provide, upon the **Bank’s** request, information and/or documents in accordance with the requirements of the **Legislation**, the **General Terms and Conditions**, the **Bank’s** by-laws on financial monitoring, including **FATCA** requirements.

In case the **Client** does not provide the necessary documents or information, or intentionally provides false information, the **Bank** has the right to refuse the **Client** to receive services, perform a bank transaction, open a bank account, issue a **BPC** or provide services to the **Client**.

If the **Client** or the **Client’s** Authorised Person does not provide the necessary information for **FATCA identification**, or the information provided to the **Bank** during **FATCA identification** is found to be inaccurate, the **Bank** has the right to take the following actions in order to comply with **FATCA requirements**:

perform direct debit transfer from the Client’s accounts for the purpose of withholding the “penal” tax;

close all or individual accounts of the Client and/or refuse to provide services or an individual service and/or perform transactions on the Client’s accounts or suspend (temporarily) transactions thereon.

The **Bank** is not liable to the **Client**, Authorised Persons and/or Controlling Entities of the **Client**, its counterparties for any withholdings, sanctions, restrictions and other negative consequences regarding accounts, funds and transactions

thereon if such consequences are related to the performance of **FATCA** requirements by the United States Internal Revenue Service (**IRS**) and for any related losses, expenses, non-pecuniary damages and/or lost income.

When entering into any account opening agreement with the **Bank**, as well as during the term of service of the **Client's** account by the **Bank**, the **Client** is obliged to provide the **Bank** with the data that the **Bank** requires to carry out a proper comprehensive audit of financial accounts in accordance with the **CRS** for the purposes of the **Multilateral CRS Agreement**. In case of a change in previously provided data or in case of receipt of a corresponding request from the **Bank**, the **Client** is obliged to update such data within 30 days from the date of change thereof or receipt of the request from the **Bank**. If the **Client** fails to provide the data or provides inaccurate data, the **Client** is obliged to compensate the **Bank** for losses caused thereby. The **Bank** is not liable for erroneous reporting of the **Client's** financial accounts resulting from the **Client's** failure to provide or improper provision of the data for the **Bank** to perform due diligence of financial accounts in accordance with the **CRS**.

Liability of the Bank

The **Bank** is liable to the **Client** for a failure to perform/improper performance of its obligations stipulated by the **General Terms and Conditions** and/or any other contract concluded with the **Client**, provided that it is at fault.

The **Bank** is not liable to the **Client** and/or other persons for real damages, lost profit, non-pecuniary damages, forfeits, penalties, restrictions and other negative consequences related to keeping funds on the accounts, transactions on the accounts, provision of other services by the **Bank** if such consequences are connected with adherence to the requirements of the correspondent banks participating in transfer of funds, government authorities or other entities or are caused by the actions or omissions of such entities (for instance, refusal of the correspondent bank to conduct transactions on the accounts, suspension thereof, freezing of funds etc.).

Compliance

The **Bank** complies at any time and under any circumstances with all provisions of the laws of Ukraine applicable to banks and banking activities and has the right to insist that the **Client** acts in a similar manner. Certain types of transactions may also be regulated by the **Legislation** of those foreign countries in which they are performed or processed. If performance of any transaction on the **Client's** account is likely to violate the Legislation of Ukraine or other foreign countries, the **Bank** has the right to refuse or stop such transaction.

The **Bank** is entitled to refuse to establish (maintain) business relations (including by terminating business relations) or perform a financial transaction in the cases provided for by the Law of Ukraine "On Prevention and Counteraction of Legalisation (Laundering) of Proceeds from Crime, Financing Terrorism and Financing Proliferation of Weapons of Mass Destruction" and the Law of Ukraine "On Banks and Banking Activities", as well as in case of the **Client's** failure to provide information necessary for proper verification of the **Client** in compliance with Resolution of the National Bank of Ukraine No. 26 dated 16 March 2023 "On Disclosure of Information on Customer Relations with the State Carrying out Armed Aggression against Ukraine" or data for the **Bank** to perform due diligence of financial accounts in accordance with the **CRS** for the purposes of the **Multilateral CRS Agreement**.

The **Bank** is entitled to suspend or deny a financial transaction in the cases provided for by the Law of Ukraine "On Prevention and Counteraction of Legalisation (Laundering) of Proceeds from Crime, Financing Terrorism and Financing Proliferation of Weapons of Mass Destruction", as well as in case of the **Client's** failure to provide information necessary for proper verification of the **Client** in compliance with Resolution of the National Bank of Ukraine No. 26 dated 16 March 2023 "On Disclosure of Information on Customer Relations with the State Carrying out Armed Aggression against Ukraine" or data for the **Bank** to perform due diligence of financial accounts in accordance with the **CRS** for the purposes of the **Multilateral CRS Agreement**.

The **Bank** may request, and the **Client** is obliged to provide the documents and data necessary for identification, verification of the **Client**, establishment of his/her identity, his/her primary activities and financial position, currency supervision by the **Bank** as a primary financial monitoring entity, including information on preventing the legalisation (laundering) of proceeds from crime, financing terrorism and financing proliferation of weapons of mass destruction. If the identification document expires, or if the **Client** fails to provide necessary documents or data, including following the changes in the **Client's** data, the updated questionnaire during the **Client's** data update, or deliberately provides false data, the **Bank** is entitled to refuse to conduct a bank transaction, to open a bank account, to issue **BPC**, to give access to the **System**, to provide all or any services in the **System** to the **Client** or to provide other services to the **Client**, as well as to suspend (temporarily terminate) all or any bank transactions on the **Client's** accounts and/or block the **BPC**, etc. until the **Client** duly performs his/her obligation.

In accordance with the **Legislation**, the **Bank** may perform functions of the tax agent.

Terms and Conditions of Guaranteeing a Refund for Individual Entrepreneurs' Deposits by the Deposit Guarantee Fund

The Deposit Guarantee Fund (hereinafter the "Fund") guarantees a refund for deposits to each depositor (individual entrepreneur) of the bank in the amount established by the legislation of Ukraine.

The terms and conditions of the guarantee and the refund procedure under each deposit are determined in accordance with the Law of Ukraine "On Deposit Guarantee System for Individuals" (in particular, Articles 26–28 of the said Law), other laws of Ukraine, regulations of the **Fund** and other competent authorities. The **Client** can find details about the

terms and conditions of deposit guarantee, as well as the list of conditions under which the **Fund** does not provide a refund, and the maximum refund amount on the official website of the **Fund** at <https://www.fg.gov.ua/>.

In accordance with Part 4 of Article 26 of the Law of Ukraine “On Deposit Guarantee System for Individuals”, the **Fund** does not refund the funds:

- transferred to the bank into trust;
- under a deposit of less than UAH 10;
- deposited in the bank by a person related to the bank or who has been such a related person within a year before the date of the decision of the National Bank of Ukraine to declare such bank insolvent (in case the National Bank of Ukraine decides to revoke the banking licence and liquidate the bank on the grounds provided for in Part 2 of Article 77 of the Law of Ukraine “On Banks and Banking Activities”, within one year before the date of such decision);
- deposited in the bank by a person who rendered professional services to the bank as an auditor or appraiser where a period of less than a year has elapsed since the date of termination of such services to the date of the decision of the National Bank of Ukraine to declare such bank insolvent (in case the National Bank of Ukraine decides to revoke the banking licence and liquidate the bank on the grounds provided for in Part 2 of Article 77 of the Law of Ukraine “On Banks and Banking Activities”, within one year before the date of such decision);
- deposited by a holder of substantial share in the bank;
- under deposits with the bank, on which depositors receive, on an individual basis, interest from the bank under the contracts concluded on the terms and conditions that do not correspond to the current market conditions in accordance with Article 52 of the Law of Ukraine “On Banks and Banking Activities”, or who enjoy other financial privileges from the bank;
- under a deposit with the bank where such deposit is used by the depositor as a means to secure another liability to that bank, in full amount of the deposit by the date of discharge of the liability;
- under deposits with branches of foreign banks;
- under deposits in banking metals;
- deposited on accounts that are under arrest according to a court decision;
- under a deposit, granting the claims under which was suspended in accordance with the Law of Ukraine “On Prevention and Counteraction of Legalisation (Laundering) of Proceeds from Crime, Financing Terrorism and Financing Proliferation of Weapons of Mass Destruction”;
- deposited with the **Bank** by a person to whom sanctions have been applied by foreign states (except for states that have carried out or are carrying out armed aggression against Ukraine in the meaning given in the [Law of Ukraine](#) “On the Defence of Ukraine”) or by intergovernmental associations or international organisations, and/or sanctions have been applied in accordance with the [Law of Ukraine](#) “On Sanctions”;
- under deposits of legal entities.

Payment of the refund commences in the manner and in the order established by the **Fund** no later than 20 business days (no later than 30 business days for banks the depositor database of which contains information on over 500,000 accounts) upon the day when the **Fund** launches the procedure for withdrawal of the bank from the market. During the period of provisional administration, the depositor acquires the right to receive a guaranteed amount of deposit refund at the expense of the Fund within the maximum deposit refund amount under agreements, the term of which expired as of the day when the **Fund** launches the procedure for withdrawal of the bank from the market, and under bank account agreements. The **Fund** has the right not to include refunds under bank account agreements in the calculation of the guaranteed refund amount until full information about the transactions performed by the payment system (national and international) is received. The guaranteed refund amount under bank account agreements is paid only after the **Fund** receives full information about the transactions performed by the payment system (national and international).

The refund under a foreign currency deposit is paid in the national currency of Ukraine after conversion of the deposit amount at the official UAH exchange rate to foreign currencies established by the National Bank of Ukraine as of the end of the day prior to the day of commencement of the procedure for withdrawal of the bank from the market and introduction of provisional administration in accordance with Article 36 of the Law of Ukraine “On Deposit Guarantee System for Individuals”. In case the National Bank of Ukraine decides to revoke the banking licence and liquidate the bank on the grounds provided for in Part 2 of Article 77 of the Law of Ukraine “On Banks and Banking Activities”, foreign currency deposits are refunded in the national currency of Ukraine after conversion of the deposit amount at the official UAH exchange rate to foreign currency established by the National Bank of Ukraine as of the end of the day prior to the day of commencement of the procedure for liquidation of the bank.

Deposits of individual entrepreneurs are guaranteed by the **Fund** regardless of the date of opening of the account from 1 January 2017 for banks that were declared insolvent after 1 January 2017.

Accrual of interest on deposits ceases on the day when the **Fund** launches the procedure for withdrawal of the bank from the market (on the day of the decision to revoke the banking licence and liquidate the bank in case the National Bank of Ukraine decides to revoke the banking licence and liquidate the bank on the grounds provided for in Part 2 of Article 77 of the Law of Ukraine "On Banks and Banking Activities").

The **Client** entering into any agreement with the **Bank**, signing such agreement and/or performing transactions using the services of the **Bank**, including those providing for granting a loan, opening a bank account, or through the remote client service systems, confirms that the **Bank** has provided him/her, in a proper manner and an intelligible form, with information on:

- the maximum deposit refund amount;
- the conditions under which the **Fund** guarantees/does not guarantee deposit refunds;
- the information whether his/her deposit is guaranteed or not;
- the amount of interest accrued for the entire term of the deposit specified in the corresponding Bank Deposit **Agreement**, the amount of taxes and fees withheld from the depositor for the entire term of the deposit, the amount of commission fees and other costs associated with the placement and service of the deposit;
- termination of the accrual of interest under the agreement on the day when the **Fund** launches the procedure for withdrawal of the bank from the market (on the day of the decision to revoke the banking licence and liquidate the bank in case the National Bank of Ukraine decides to revoke the banking licence and liquidate the bank on the grounds provided for in Part 2 of Article 77 of the Law of Ukraine "On Banks and Banking Activities");
- refund of a foreign currency deposit in the equivalent of the national currency of Ukraine after conversion of the deposit amount at the official UAH exchange rate to foreign currencies established by the National Bank of Ukraine as of the day of commencement of the procedure for withdrawal of the bank from the market and introduction of provisional administration in accordance with Article 36 of the Law of Ukraine "On Deposit Guarantee System for Individuals" (at the official UAH exchange rate to foreign currency established by the National Bank of Ukraine as of the day of commencement of the procedure for liquidation of the bank in case the National Bank of Ukraine decides to revoke the banking licence and liquidate the bank on the grounds provided for in Part 2 of Article 77 of the Law of Ukraine "On Banks and Banking Activities");
- the contents of information on the deposit guarantee system for individuals.

Upon the **Client's** request, the Bank provides other information on the deposit guarantee system for individuals which is required to be provided in accordance with the law.

The Parties have agreed that in the cases provided for by the law, the **Bank** provides a certificate on the deposit guarantee system for individuals in one or more ways, at the **Bank's** choice:

- in the **Bank's** branch, in hard copy, against signature;
- by sending a hard copy by regular mail to the address specified by the **Client** in the client questionnaire;
- by sending an electronic message through the **System**;
- by sending an SMS message in the electronic form to the phone number specified by the **Client** in the client questionnaire.

The **Client** confirms that he/she understands all the information in this section and does not need to read the terms and conditions again against signature.

Force Majeure

The **Parties** are released from the liability for a partial or complete failure to perform any of the terms and conditions of these **General Terms and Conditions** and/or the contract concluded between the **Parties** if it is caused by reasons beyond their control (hereinafter "force majeure circumstances"), including, but not limited to: natural disasters, extreme weather conditions, fires, wars, strikes, military operations, civil disorder and the like (hereinafter "force majeure"). Force majeure circumstances for the **Bank** are also actions, requirements or restrictions imposed by government authorities, including the National Bank of Ukraine, restrictions established by a court decision, etc. The period of release from the liability in connection with the occurrence of force majeure circumstances commences from the onset of force majeure circumstances and ends at the moment of normalisation of the situation to be confirmed by the relevant documents of the Chamber of Commerce and Industry of Ukraine the **Party** affected by force majeure circumstances is obliged to provide the other **Party**. Force majeure automatically extends the term of the performance of obligations for the entire period of its existence. The **Parties** must immediately notify each other of the occurrence of force majeure circumstances, but in any case, within five business days from the date of their occurrence. Failure to notify or untimely or improper notification of force majeure circumstances deprives the **Party** affected by them of the right to refer to such circumstances as a basis for release from the liability. If such circumstances last for over 6 months, each of the **Parties** will have the right to refuse further performance of the obligations, and in such case, neither **Party** will have the right to be compensated by the other **Party** for possible losses, but in any case the obligation must be performed in kind, including return to the **Bank** of a part of the funds received under the contract for the relevant credit service that remained unpaid, and payment of interest for using such funds, as well as making other payments.

The **Parties** are not released from the liability for untimely performance of the obligations if force majeure circumstances occur during a delay in the performance of the obligation.

The **Bank** is not liable for a complete or partial failure to perform any of the terms and conditions of the **General Terms and Conditions** if it is caused by reasons beyond the **Bank's** control, such as acts or actions of government authorities, the National Bank of Ukraine; problems in energy supply, telecommunication connections; strikes or actions of third parties whose services are used by the **Bank**.

2. IDENTIFICATION. THE RIGHT OF MANAGEMENT

Identification

As a condition for performing any transaction, the **Client** must provide the **Bank** with documents that allow identification and verification of the **Client**. If the Authorised Person acts on behalf of the **Client** in the cases provided for by the **Legislation**, the **Bank** must be provided with documents that allow identification and verification of the person authorised to represent the **Client** when performing bank transactions, and the Account Managers List for legal entity Clients. The signature of the Authorised Person of the legal entity Client remains valid until the **Bank** receives a written notification about the cancellation of such authorisation or an updated Account Managers List.

In order to provide services, including services for remote maintenance of accounts, withdrawal of payment instructions, to establish the identity of the **Client**, the **Password** notified in writing by the **Client** to the **Bank** for this purpose and/or other personal information provided by the **Client** to the **Bank** may be used. The **Client** is warned that he/she is not obliged to give the **Password** or other identification data to any person who made an incoming call to his/her phone number and demands the disclosure of the specified data, even if the person identifies him/herself as a representative of the **Bank**. Such cases may be an attempt of unauthorised access by third parties to his/her identification data. In case of unauthorised access by third parties to the **Client's** identification data, the **Bank** is not responsible for the consequences of such access, including for the disclosure of information, initiated account transactions and non-performance of withdrawn payment instructions, except when the **Client** proves that he/she has properly performed all his/her obligations established by the **General Terms and Conditions**. The **Client** confirms that all information provided by phone to the person who gave the correct **Password** is considered provided to the **Client** upon his/her request and consent. The **Client** guarantees that the person who gave the correct **Password** is the **Client's** Authorised Person.

In order to protect the **Client's** interests, the **Bank** has the right to suspend the **Client's** bank transactions until the **Bank** receives documents that properly, clearly and unambiguously confirm the rights and powers of the **Client** and/or the **Client's** Authorised Persons. The **Parties** have also agreed that in case of discrepancies in the information submitted by the **Client** to the **Bank** with the information contained in the state registers or other official documents, the **Bank** has the right to suspend the **Client's** services until the **Client** submits documents that eliminate such discrepancies and/or the **Bank** conducts identification of the **Client** (including the **Client's** Authorised Persons). The **Parties** have agreed that in such case, the **Bank** will not bear any responsibility (any fines, losses, lost profit, etc.) during the suspension of the **Client's** bank transactions/**Client's** services as such actions are aimed solely at protecting the **Client's** interests.

Representation

In addition to the **Client**, funds on the **Client's** account may be managed by a person whose right to represent the **Client** has been verified by the **Bank**. The **Bank** is not obliged to accept a document that does not clearly and unambiguously confirm the right of representation. The document confirming the right of representation must be drawn up in accordance with the requirements of the **Legislation**. The **Bank** has the right to demand notarisation of the document confirming the right of representation, which is executed outside the **Bank**, and submission of documents confirming the validity of the document confirming the right of representation.

If the **Bank** becomes aware of a change in the composition of the persons authorised to represent the **Client** in performing bank transactions, the **Bank** has the right to demand the provision of documents allowing their identification and confirming the powers of the **Client's** representatives (excerpts, extracts from the EDRPOU, minutes, powers of attorney, etc.).

Requirements to Documents

The **Client** must submit to the **Bank** original documents and/or, as required by the **Legislation** or the **Bank**, duly certified copies thereof. The **Bank** has the right to make a copy of the original document submitted to the **Bank**, or, if necessary, to keep the original document in the **Bank's** custody.

The **Bank** has the right to demand proper legalisation, certification or apostillation of documents issued outside of Ukraine, unless otherwise provided for by the international treaty or treaties.

The **Bank** has the right to request the translation of documents drawn up in foreign languages into Ukrainian or any other language, if required by the **Legislation**. The translation must be notarised. The **Bank** does not reimburse expenses related to legalisation, apostillation, certification and translation of documents.

The **Bank** has the right to accept **Electronic Documents** submitted by the **Client**, copies thereof, electronic copies of paper documents certified by the **QES** or **ES**.

In case the current account maintenance agreement, bank deposit agreement, other **Bank** service contract provided for in these **General Terms and Conditions** is concluded by the **Parties** in the form of an **Electronic Document** using the **System**, the **Bank** signs such agreement/contract with the **QES** after receiving the agreement/contract signed with the **Client's QES/ES** and sends it (returns a copy) to the **Client** via the **System**.

In case the **Client** submits a document that does not meet the requirements of the **Bank** or raises doubts as to its correctness or authenticity, the way of transfer, the **Bank** has the right not to perform the **Client's** instructions and to demand the provision of additional documents.

3. BANK ACCOUNTS AND SERVICES THEREON

Current Account

The **Bank** opens a current account for the **Client** to make settlements under the current account maintenance agreement. The **Client** has the right to open several accounts with the **Bank** in his/her name, if this is allowed by the **Legislation**. The right to use the account may belong to the **Client** and/or the Authorised Person and/or another person who is the **Client's** representative. The **Client** has the right to perform transactions on the account within the limits of funds available on the account or the overdraft limit agreed with the **Bank** in accordance with a separate agreement.

The **Bank** opens a current account for the **Client** after receiving a duly completed application and other documents required by the **Legislation**, and additional information the **Bank** may require.

The current account maintenance agreement, the agreement on the termination thereof, amendments and/or supplements thereto may be concluded via the **System** by exchanging copies of such agreement signed by each **Party** with the **QES**, if the **Client/Client's Authorised Person** already has an account with the **Bank** and has been identified and verified by the **Bank**. By a separate mutual agreement of the **Parties**, the current account maintenance agreement, the agreement on the termination thereof, amendments and/or supplements thereto may be concluded via the **System** by affixing the **Client's ES** and provided that the **Parties** comply with the requirements for the form of the **Electronic Document** established by such agreement. In such case, the corresponding agreement is considered concluded after the approval of its terms and conditions by each of the **Parties**. The **Parties** have agreed that if the **Client** does not provide the **Bank** with a copy of the current account maintenance agreement signed with the **Client's QES** or **ES** during the **Operation Time** on the day the current account is opened, the corresponding current account will not be opened.

According to the **Bank's** decision, the legal entity **Client** has the right to open a current account, for which to conclude and sign a current account maintenance agreement, as well as a bank deposit agreement, other **Bank** service contracts, questionnaires, statements, etc. by means of the **System** affixing the **Parties' QES**, if the **Client's Authorised Person** has previously been properly identified and verified by the **Bank** in the manner determined by the **Bank**, and provided that there are no suspicions and/or reasons to believe that the documents, data and/or information about the **Client's Authorised Person/Client** available to and/or received by the **Bank** are invalid (void) and/or irrelevant.

According to the **Bank's** decision, the **Client** — individual entrepreneur/individual engaged in independent professional activity has the right to open a current account, for which to conclude and sign a current account maintenance agreement, as well as a bank deposit agreement, other **Bank** service contracts, questionnaires, statements, etc. by means of the **System** affixing the **Parties' QES** after the **Client's** identification and verification by the **Bank** in the manner determined by the **Bank**.

The **Client** has the right to dispose of funds on his/her account in compliance with the requirements of the effective **Legislation**, regulations of the National Bank of Ukraine and the valid **General Terms and Conditions**.

The **Client** is obliged to notify the **Bank** in writing of any existing encumbrance of property rights to the funds on the account within the term set by the Law of Ukraine "On Securing Creditors' Claims and Registration of Encumbrances", in particular within five calendar days following the performance of the deed, based on which such an encumbrance arises.

The **Bank** has the right to use the **Client's** temporarily free funds on his/her account, guaranteeing the **Client's** right to freely dispose of such funds. No fee for using such funds is charged to or paid by the **Client**.

The **Bank** has the right to perform direct and compulsory debit transfer of funds from the **Client's** account, and to limit the **Client's** right to dispose of funds on the **Client's** accounts, in cases provided for by the effective **Legislation**.

The **Parties** have agreed on the possible setting of cash withdrawal limits in the **Operation Regulations**; the size of such limits is such that it corresponds to the **Parties'** interests.

The **Bank** opens a separate current account for the **Client** (hereinafter the "Separate Account") for crediting accumulated insurance premiums for the provision of material security and social services in accordance with the effective **Legislation** (hereinafter "insurance funds") and maintains such account.

The **Client** has the right to use insurance funds from the Separate Account exclusively for the purposes and in the manner established by the effective **Legislation**, in particular for the provision of material support and social services to insured persons.

Insurance funds from the Separate Account cannot be used to satisfy creditors' claims, for collection on the basis of enforcement and other documents, whereunder collection is performed in accordance with the law.

Maintenance of a Current Account with the Issuance and Use of BPC

To manage the current account, the **Bank** issues to the **Holder** an **IPS BPC** of the Visa Business type based on an application form for the issuance of **BPC** submitted by the **Client** and executed according to the form established by the **Bank**. The **Bank** issues only one **BPC** for one account. The procedure for performing transactions with the use of a **BPC** is regulated by the Rules of Using the Payment Card (hereinafter the "Rules") posted on the **Bank's Website**, the **Bank's Tariffs**, the **Legislation**, the regulations of the National Bank of Ukraine, the IPS rules, the valid **General Terms and Conditions**.

The **Bank** issues and provides a **BPC** to the **Holder** within 14 business days upon receipt by the **Bank** of the application form and all necessary documents provided for by the regulations of the National Bank of Ukraine and the effective **Legislation**, and provided that the **Client** pays the fee for BPC issuance in the amount stipulated by the valid **Tariffs** and receives a documented account registration notice from the body of the state tax service.

The **BPC Holder** has the right to receive a BPC issued in his/her name in any branch of the Bank, in a **Third Party's** branch or at any **Automated Parcel Terminal** of the **Bank** located in the respective **Self-Service Area**. The way of **BPC** receipt is determined by the **Client/BPC Holder** independently and specified by him/her in the application form. By signing the application form, the **Client/BPC Holder** confirms that he/she is aware of all risks associated with the loss/destruction/damage of a **BPC** issued in the name of the **BPC Holder**, and/or its details in the process of delivery of a **BPC** by a **Third Party** and accepts them voluntarily, has no claims to the **Bank** regarding the way of sending such **BPC**, possible negative consequences of such sending. A **BPC** issued by the **Bank** to the **BPC Holder** by delivery thereof by a **Third Party** or via the **Automated Parcel Terminal** is received by the **BPC Holder** in person. In case the **Client** receives a **BPC** in a **Third Party's** branch, the **Client** is informed of the delivery of the **BPC** to the branch, receipt thereof in the branch, etc. in accordance with the **Third Party's** service terms and conditions. In case the **Client** receives a **BPC** at the **Bank's Automated Parcel Terminal**, the **Client** is informed of the delivery of the **BPC** to the **Automated Parcel Terminal** on the day of delivery thereof by sending to the **Client** an SMS message to the software application (messenger). If the **BPC Holder** receives a **BPC** using an **Automated Parcel Terminal**, the correct entry by the **BPC Holder** on the screen of the **Automated Parcel Terminal** of the OTP-code from the SMS message or correct scanning of the QR-code from the message in the software application (messenger) sent at the **BPC Holder's** mobile phone number registered with the Bank is considered the confirmation of the personal receipt of the **BPC**. In case the **BPC Holder** fails to receive a **BPC** within seven (7) calendar days upon delivery of the **BPC** to a **Third Party's** branch and/or **Automated Parcel Terminal**, the **BPC** is returned to the **Bank**. To have a **BPC** resent, the **BPC Holder** may apply to the **Bank** through the **Bank's Contact Centre** or using a **Video Consultation**. Otherwise, the **BPC** will be destroyed in accordance with the **Bank's** by-laws.

The **Bank** sends the **PIN code** to the **Holder** by an SMS message to the **Holder's** mobile phone number the **Holder/Client** stated to the **Bank** in writing. The **Bank** has the right to destroy an issued/re-issued **BPC** in case the **Holder** does not receive the **BPC** for use within sixty (60) calendar days from the date of submission to the **Bank** of the application form for issuing/re-issuing the **BPC** or from the day of reissuing the **BPC** for a new term, which is carried out by the **Bank** independently, in accordance with the valid **General Terms and Conditions**. The next re-issuance of a **BPC** to the **Holder** is carried out at the expense of additional funds paid by the **Client** in accordance with the valid **Tariffs**.

The **Client/Holder** is obliged not to transfer the **BPC** and/or its details or other information that enables the initiation of payment transactions for the use of third parties and to take all possible measures to prevent the loss/theft of the **BPC**, to store it securely. The **Holder** is obliged not to disclose the **PIN code** (including the **Password**) to third parties and to keep it secret so that under no circumstances it becomes known to third parties, not to write the **PIN code** on the **BPC** and/or on other objects stored together with the **BPC**, destroy all messages containing the **PIN code** immediately after reading their content. The **Parties** agree that non-compliance by the **Client/Holder** with these obligations is considered actions or inactions leading to the unauthorised use of the **PIN code**, and responsibility for all payment transactions performed using the **PIN code** is borne by the **Client/Holder**. The **Parties** have agreed that non-compliance by the **Client/Holder** with these obligations is considered actions or inactions leading to the unauthorised use of the **BPC**, its details, **PIN code**, or other information that makes it possible to initiate payment transactions, and the responsibility in such case is borne by the **Client**.

The **Bank** will re-issue the **BPC** for a new term a month before its expiration if the **Bank** does not receive the **Client's** written statement about the refusal to re-issue the **BPC** for a new term, provided that the account has funds in the amount necessary to pay the commission in accordance with the valid **Tariffs**.

The **Client** and his/her **Authorised Persons** are obliged to comply with the procedure for the replenishment of the **Client's** current account and depositing cash thereon under transactions using the **BPC**, to correctly determine the purpose of the cash transfer, to notify the **Bank** of any changes to the data of the **Client** and/or his/her **Authorised Persons**, not to transfer to third parties information necessary for the replenishment of the **Client's** account and

depositing cash thereon, to verify the conformity of the cash replenishment of the account to the **Client's** account data and to notify the **Bank** of the non-conformity of such replenishment, etc.

The **Client** bears full responsibility for compliance with the procedure for performing cash transactions using the **BPC**, as well as for violating related obligations to the **Bank**. The **Bank** is not responsible for transactions resulting from third-party access to the **Client's** accounts, except when the **Client** proves that he/she has properly performed all his/her obligations established by the **General Terms and Conditions**.

Settlement Procedure for Transactions Performed Using the BPC

The **BPC Holder** can initiate a payment transaction under a current account using the **BPC** by providing a payment instruction using the **BPC**. The **BPC Holder** confirms his/her consent to a payment transaction using the **BPC** and the signing of a payment instruction by initiating the transaction using the **BPC** and/or by the corresponding information about the performed payment transaction received from the **IPS**.

Transactions using the **BPC** are performed within the available balance of funds on the current account.

The **Client** is obliged to independently regulate relations with the **BPC Holders** regarding the performance of expenditure transactions on the account.

The **Client** is responsible for the timely and correct taxation of account transactions in accordance with the effective **Legislation**.

Debiting of funds under transactions using the **Client's BPC** is carried out on the basis of payment messages from the **IPS** and/or the **Processing Centre**. In the cases provided for by the regulations of the National Bank of Ukraine, the effective **Legislation**, the **IPS** rules, the agreement between the **Bank** and the **Client**, the **General Terms and Conditions**, debiting can be carried out on the basis of the **Client's** payment instructions or other documents provided for by the effective **Legislation** or in the manner stipulated by the **General Terms and Conditions**.

If the settlement currency for a transaction carried out using the **BPC** differs from the currency of the current account, the **Bank**, based on the results of processing information about the performed transaction, converts the transaction amount into the currency of the current account as follows:

- if the transaction currency is US dollar or euro, the **Bank** converts the funds into the currency of the current account in accordance with the **Bank's** exchange rate set for payment cards as of the day of debiting the account;
- if the transaction currency is not US dollar or euro, the transaction amount is converted by the **IPS** into US dollars at the exchange rate of the foreign currencies of the **IPS**, with a commission fee of 1% of the converted amount, presented to the **IPS** for debiting within 30 calendar days from the transaction date, and converted by the **Bank** into the currency of the current account at the **Bank's** exchange rate set for payment cards as of the day of debiting the account;
- the transaction currency is hryvnia and the transaction is performed in a foreign outlet/service, which performs settlements through an acquiring bank outside Ukraine, a double conversion takes place, while the transaction amount is converted by the **IPS** into US dollars at the exchange rate set by the **IPS**, taking into account the commission fee of 1% of the converted amount, presented to the **IPS** for debiting within 30 calendar days from the transaction date, and converted by the **Bank** into the currency of the current account at the exchange rate of the currency of current account to US dollar set by the **Bank** for **BPC** as of the day of debiting funds from the current account.

The **Bank's** exchange rate for payment cards can be viewed on the **Bank's Website**. The exchange rate difference from the conversion of the amount from one currency into another one cannot be the subject of claims by the **Client**.

In order to minimise the risks of performing fraudulent transactions with the **BPC**, the **Bank** and the **Client** have agreed that the **Bank** sets limits for performing transactions using the **BPC**, the information about which is posted on the **Bank's Website**.

If it is necessary to change the limits for performing transactions using the **BPC** (does not apply to the cash withdrawal limits established by the **Operation Regulations** or the **Legislation**), the **Client** can contact the **Bank's Contact Centre**.

According to the **IPS** rules, the actual debiting of funds from the **Client's** accounts is carried out within 10 days from the date of cash withdrawal at ATMs and POS terminals, and within 30 days from the date of using the **BPC** to pay for goods/services in trade and service enterprises, on the Internet, etc.

In case there are unauthorised debts on the current account that have not been approved by the **Client** and the **Bank** in writing, the **Client** must repay such debts on the day of occurrence thereof. The **Bank** accrues the late penalty on the unauthorised debt in the amount of the double refinancing rate of the National Bank of Ukraine in effect during the period for which the late penalty is paid, off the amount of the debt as of the time specified in the **Bank's Operation Regulations**. The accrued late penalty is paid by the **Client** on the day of accrual thereof. The funds on the account are first and foremost used to pay the **Client's** late penalty, and then to repay the unauthorised debt.

Information on the unauthorised debts on the account is provided to the **Client** in the bank statement. The **Client** warrants repayment of the unauthorised debts to the **Bank** and payment of the late penalty thereon with all the funds, property and property rights held by the **Client**.

Crediting Salaries to the Client's Employees

The **Bank** provides the **Client** with a set of services for crediting salaries paid by the **Client** to the **Client's** employees and other payments provided for by the effective **Legislation** on the terms and conditions agreed by the **Parties**.

The funds are credited to the current accounts of the **Client's** employees opened with the **Bank** based on the relevant service agreements concluded with the **Client's** employees, or transferred to the current accounts of the **Client's** employees opened with other Ukrainian banks.

The **Bank's** commission for the provision of services for opening and maintaining current accounts opened with the **Bank** by the **Client's** employees is determined by the **Bank's** tariffs for private clients. During the entire term of the employee's employment with the **Client**, an application for changing the type of his/her bank payment card issued to his/her current account may be submitted to the **Bank** by the **Client's** employee or on behalf of the employee by the **Client** (subject to obtaining of the employee's prior consent) in electronic form by means of the **System**. It is possible to change the type of the bank payment card issued to the current account of the **Client's** employee to another one provided for by the **Bank's** tariffs for private clients, with increased or decreased service limits. At the same time, a change to a reduced service limit is possible no more than twice per calendar year. The **Client's** employee will be serviced in accordance with the changed type of the bank payment card issued to his/her current account from the first day of the month following the one in which the application for such a change was received by the **Bank**.

The **Client** has the right to choose the method of transfer of salaries to its employees: by executing a separate payment order for each payment or using an accompanying electronic payroll sheet.

In case of use of an accompanying electronic payroll sheet, the **Client** is obliged to transfer the funds in the amount of the salary of the **Client's** employees to the account determined by the **Parties** in accordance with the effective **Legislation** before or on the day of payment of salaries to the **Client's** employees. The **Bank** is obliged to credit salaries to the accounts of the **Client's** employees within two (2) business days upon the date of receipt thereof.

The **Client** undertakes to simultaneously transfer the amount of the **Bank's** commission for crediting the salary funds and other payments provided for by the **Legislation** to the current accounts of the **Client's** employees, where provided for by the agreement with the **Client**. Simultaneously with the crediting of salary funds, the **Client** undertakes to provide the **Bank**, by means of the **System**, with an electronic payroll sheet executed in accordance with the template received from the **Bank** and indicating the amount of funds to be paid to each employee of the **Client**, signed by persons authorised to sign payment instructions in accordance with the effective **Legislation** and the **Client's** constituent documents.

The **Client** is responsible for transactions related to the taxation of salaries of the **Client's** employees in accordance with the effective **Legislation**. The **Bank** is not responsible for the **Client's** obligations to the employees and for the obligations of the **Client's** employees to the **Client**.

The **Parties** have agreed that the **Bank** may change the conditions for crediting salaries to accounts as provided for by the **General Terms and Conditions**.

The **Parties** have also agreed on the right to determine in the relevant agreement other terms and conditions for the **Bank's** provision of a set of services for crediting salaries paid by the **Client** to the **Client's** employees and other payments than those provided for in this section of the **General Terms and Conditions**.

The **Bank** may terminate the provision of a number of services for crediting salaries paid by the **Client** to the **Client's** employees and other payments provided for by the effective **Legislation** subject to the **Client's** request, including on closing of the account/s, submitted to the **Bank** in hard copy or in electronic form using the **System**, as well as in the case of closing all the **Client's** accounts with the **Bank** in accordance with the **General Terms and Conditions** or the **Legislation**. Once the **Bank** terminates the provision of the above services, the current accounts of the **Client's** employees will be maintained in accordance with the **Bank's** tariffs for private clients.

Deposit Account

A deposit account is opened for the **Client** on the basis of a bank deposit agreement or other agreement, the terms and conditions of which provide for the accrual of interest on the account balance.

Such agreement, the agreement on the termination thereof, amendments and/or supplements thereto may be concluded via the **System** by exchanging copies of such agreement signed by each **Party** with the **QES**, if the **Client** already has an account with the **Bank** and has been identified and verified by the **Bank**. By a separate mutual agreement of the **Parties**, the bank deposit agreement or other agreement, the terms and conditions of which provide for the accrual of interest on the account balance, the agreement on the termination thereof, amendments and/or supplements thereto may be concluded via the **System** by affixing the **Client's ES** and provided that the **Parties** comply with the requirements for the form of the **Electronic Document** established by such agreement. In such case, the corresponding agreement is considered concluded after the approval of its terms and conditions by each of the **Parties**. The **Parties** have agreed that if the **Client** does not provide the **Bank** with a copy of the agreement signed with the **Client's QES** or **ES** during the **Operation Time** on the day of opening a deposit account, the corresponding deposit account will not be opened. Transfer of funds to/from the deposit account is carried out in accordance with the current mode of the **Client's** account.

The **Parties** have agreed that a statement from the deposit account made by the **Bank** in electronic form during the day, on which the **Deposit** was made to the deposit account, is sufficient confirmation of the **Deposit** to the deposit account, and is provided to the **Client** in writing on the day of the **Client's** appeal to the **Bank** upon the **Client's** request.

Interest is paid in accordance with the terms and conditions of the bank deposit agreement concluded by the **Parties** or other agreement, the terms and conditions of which provide for the accrual of interest on the **Client's** account balance.

Additional deposits of funds to the deposit account and partial payments of the **Deposit** amount are not made, except for the "**Savings Account**" **Deposit**.

No interest is accrued for the time the funds are on the deposit account after the end of the **Deposit** placement period.

The **Bank** ensures the return of funds accepted to the deposit account with all its property, authorised and other capitals. Funds are returned within the terms specified in the agreement. If the day of return of funds determined by the agreement is a non-working day, the funds of the **Deposit** and the accrued interest are returned to the **Client** on the first **Operation Day** of the **Bank**, without accrual of interest for the additional time the funds are in the **Bank**.

The **Bank** undertakes to send an electronic notification of the opening/closing of a deposit account to the state tax inspectorate at the **Client's** place of registration.

Information Services, SMS Notification

The **Bank** can provide the **Client** with a set of information services by sending SMS messages to the **Client's** mobile phone number, which will help control the use of funds on the **Client's** accounts, reduce the risk of unauthorised use of funds and receive other necessary information.

To enable the **SMS Notification** service, which provides the possibility to control the use of funds on accounts, the **Client** must submit a written application to the **Bank's** branch or send an electronic application to the **Bank** using the **System**, indicating the phone number to which the **Client** wants to receive SMS messages. The **Bank** can provide the **SMS Notification** service to individual entrepreneurs if it is enabled through application to the **Bank's Contact Centre** by the **Client's** Authorised Person who gave the correct **Password** and performed other identification requirements. In such case, the service is considered provided to the **Client** remotely. If the legal entity **Client** does not submit an application to the **Bank** to receive SMS messages on the flow of funds on accounts, or the individual entrepreneur **Client** does not apply the **Bank's Contact Centre** to enable the **SMS Notification** service, the **Client** is considered to have refused to receive messages about transactions on his/her accounts from the **Bank**.

The **Client** has the right to refuse the **SMS Notification** service by submitting a written application for the termination of the service to the **Bank's** branch or by sending an electronic application to the **Bank** using the **System**, or by contacting the **Bank's Contact Centre** if the **Client** is an individual entrepreneur. At the same time, the **Bank** terminates the provision of the **SMS Notification** service within one business day upon the date of the **Client's** application to the **Bank**.

The **Bank** is not responsible for poor quality provision of **SMS Notification** services to the **Client** due to problems in the operation of the mobile network and/or mobile operator and/or the **Client's** mobile phone, software and/or hardware that ensure the functioning of the **SMS Notification** service arising for reasons beyond the **Bank's** control, as well as for the quality of services provided by mobile operators.

Replenishment of the Account with Cash through the Electronic Deposit Safe and the Cash-in Payment Device

The **Bank** provides the **Client**, who has signed an account maintenance agreement with the **Bank**, a set of services for the replenishment of the account and depositing cash thereon through the **Electronic Deposit Safe** and **Cash-in**.

In order to provide services for the replenishment of the account and depositing cash thereon through the **Electronic Deposit Safe**, the **Client's** personal presence, as well as the relevance and conformity of the previously provided identification data to his/her person is confirmed by the **Client's** entry on the screen of the payment device of the combination of symbols that was agreed by the **Parties** for this purpose. Depositing cash on the account of the individual entrepreneur **Client** through **Cash-in** is possible only with the use of the **BPC**.

The **Client** and his/her **Authorised Persons** are obliged to correctly determine the intended purpose of the cash transfer, to ensure that the service for the replenishment of the account and depositing cash thereon is used only by persons previously identified in accordance with the procedure established by the **Bank**, to notify the **Bank** of any changes to the data of the **Client** and/or his/her **Authorised Persons**, not to transfer to third parties information necessary for the replenishment of the **Client's** account and depositing cash thereon, to verify the conformity of the completed cash replenishment of the account to the **Client's** account data and to notify the **Bank** of the non-conformity of such replenishment, etc.

The **Client** bears full responsibility for compliance with the procedure for performing cash transactions, and for violation of the related obligations to the **Bank**.

Issue of Regular Statements of Accounts, Certificates and Other Documents

Unless agreed otherwise, the **Bank** issues, upon the **Client's** request, an account statement no later than the next **Operation Day** after receiving the relevant request from the **Client**, in the case of issuing a statement in electronic form using the **System**, and no later than the 5th **Operation Day** in the case of issuing statements in hard copy. The **Bank** certifies the statement by means of a facsimile reproduction of the **Bank's** seal and an analogue of the handwritten signature of the **Bank's** authorised person using mechanical copying devices or a date stamp with the date of its compilation. At the same time, the **Parties** agree on the following sample analogue of the handwritten signature of the **Bank's** authorised person and the sample of the **Bank's** seal to be used exclusively for certification by the **Bank** of account statements issued to the **Client** with the use of the **System**:



The **Client** is obliged to receive statements for the current account from the **Bank** at least once a month. Non-receipt or untimely receipt of a statement does not release the **Client** from the performance of his/her obligations.

The facsimile reproduction of the analogue of the handwritten signature of the **Bank's** authorised person and the **Bank's** seal, the sample of which is presented above, using mechanical copying devices is also used by the **Bank** to sign statements of accounts, account numbers, account balance, account transactions, existence or absence of contracts between the **Bank** and the **Client**, the **Client's** debt or no debt to the **Bank**, the amount thereof, notices, approvals and other documents in connection with loan and security agreements provided by the **Bank** upon the **Client's** request only in electronic form using the **System**. Also, the **System** and devices of mechanical copying of an analogue of the handwritten signature of the **Bank's** authorised person and the **Bank's** seal can be used to sign loan repayment schedules and interest payment schedules to loan agreements.

The Obligation to Verify and Provide Objections

Upon receipt of an account statement, the **Client** is obliged to immediately check the correctness of the data contained in the statement. In addition, the **Client** must monitor the correctness of the **Bank's** performance of its own orders or instructions made on its behalf. In case of detecting errors, the **Client** must immediately notify the **Bank** thereof.

Any objections to incorrect or incomplete display of information in account statements must be submitted to the **Bank** within 15 days following the **Client's** receipt of the statement. A failure to submit objections within the specified period is considered the **Client's** agreement with the account statement data. The **Client** undertakes to annually, by 1 February of the current year, provide written confirmation of the account balance as of 1 January of the current year. In case the **Bank** does not receive written confirmation of the balance of funds within the specified period, the balance is considered confirmed by the **Client**.

The **Client** is obliged to notify the **Bank** of the crediting of funds to the account that do not belong to him/her, and within five days following the crediting, to provide the **Bank** with a payment instruction for the transfer of funds to their sender or the proper recipient. In case the **Client** receives a notification of incorrect crediting of funds from the **Bank**, the **Client** must, within three days following the receipt of such notification, provide the **Bank** with a payment instruction for the transfer of erroneously credited funds to their sender or the proper recipient.

In case of the **Client's** disagreement with the transaction performed using the **BPC** and displayed in the account statement, the **Client** is obliged to provide the **Bank** with a written statement of disagreement with such transaction within 70 days from the date of its performance. On the basis of the received statement, the **Bank** conducts an investigation in the manner and within the terms established by the **IPS** rules. In case of successful completion of the investigation and return of funds under a disputed transaction by the **IPS**, the **Bank** will credit such funds to the **Client's** account on the basis of a payment notice.

Inactive Accounts

Inactive accounts mean the **Client's** current and savings accounts without cash flows under the **Client's** transactions for over 180 days in a row.

Payment of the **Bank's** commissions by the direct debit transfer is not considered the **Client's** transaction for the purpose of assigning the account to the "Inactive" category.

In case the **Client** does not perform transactions on the account for over 180 days in a row, the **Bank** has the right to require the **Client's** identification in the **Bank's** branch in order to continue expenditure transactions initiated by the **Client**. This requirement applies to expenditure transactions initiated by the **Client** with payment instructions in hard copy.

Change Notifications

The **Client** must provide the **Bank** with the address, telephone and fax numbers for sending notifications and immediately notify the **Bank** in case of changes in the provided information.

The **Client** must inform the **Bank** in writing, within 5 calendar days, of all facts that are significant for business relations, that affect or may affect the performance of the **Bank's** or the **Client's** obligations, including changes in the name, business legal form, location, postal address or representative, constituent or registration/licensing documents, etc.

The **Client** is responsible for notifying the **Bank** in writing and providing a new Account Managers List by the legal entity Client in case of any changes in the powers of the **Client** or **Client's** representatives and in other cases provided for by the **Legislation**.

If the **Client** fails to perform the above obligations, the **Bank** considers the information available to it to be correct and is not responsible to the **Client** or a **Third Party** for losses caused by the **Client's** failure to perform the obligation to inform about changes. At the same time, the **Client** guarantees to the **Bank** compensation for damages or losses caused by the **Client's** failure to perform the obligations to notify of changes, including submission to the **Bank** of a new Account Managers List by the legal entity Client.

4. ORDERS, CASH TRANSFER DOCUMENTS, PAYMENT INSTRUCTIONS

Submission of Orders, Cash Transfer Documents and Payment Instructions

The **Client** must ensure that orders, applications, messages, payment instructions submitted to the **Bank** are clear and contain reliable information.

The **Client** is obliged to submit cash transfer documents, orders and payment instructions using the **System**, in the form established by the **Bank**, or in writing, in the number of copies provided for by the **Legislation** in the absence of the technical possibility to transfer funds using the **System**.

The **Bank** is obliged to accept electronic documents submitted by the **Client** in electronic form for execution upon decryption of such documents using the secret key of the **Bank**, successful verification of the electronic signature on such documents, if there are sufficient funds on the **Client's** account to perform a transaction, as well as the absence of grounds provided for by the applicable **Legislation**, in the event of which the **Bank** is authorised or obliged to refuse to perform the payment document.

In exceptional cases, with the consent of the **Bank**, the **Bank** has the right to accept for performance orders, documents for the transfer of funds, payment orders of the **Client** signed with the **QES** and provided to the **Bank** by another electronic interaction channel.

Electronic payment instructions are accepted for performance only if they are filled out in accordance with the requirements of the National Bank of Ukraine.

Any special instructions and payment descriptions in the payment instructions are considered addressed exclusively to the payee, unless otherwise agreed on by the **Parties**.

The **Client** must fill in all mandatory details in cash transfer documents, orders and payment instructions. The **Bank** automatically fills in such details of the **Client's** payment instructions as the name, EDRPOU identification code obtained in the process of identification of the Client. The **Client** is responsible for the correctness of the filled in details. The **Bank** is not responsible for confirming the correctness of the **Client's** name, account number or any other information in cash transfer documents, orders and payment instructions.

The **Bank** is authorised to correct errors when debiting funds from/crediting funds to the **Client's** account at any time, and inform the **Client** respectively after such correction.

Procedure for the Performance of Orders, Cash Transfer Documents and Payment Instructions

A payment transaction is initiated by the **Client** providing a payment instruction to the **Bank**, or by the **BPC Holder** providing a payment instruction to the relevant participant of the payment system, or by using the BPC by the BPC Holder. A payment transaction is considered accepted after the **Client/BPC Holder** gives his/her consent to its performance.

By signing/confirming each separate payment instruction (electronically or manually), the **Client/BPC Holder** gives the **Bank** his/her consent to the performance of each payment transaction initiated by the submission of the payment instruction or by using the BPC respectively. The **Client's/BPC Holder's** payment transactions performed by the **Bank** before the date of entry into force of this version of the **General Terms and Conditions** are considered approved by the **Client/BPC Holder** and cannot be recognised as non-accepted payment transactions on these grounds.

Direct debit transfer of funds established before the date of entry into force of this version of the **General Terms and Conditions** is considered confirmed and agreed with the **Client** and cannot be unilaterally cancelled by the **Client**.

The **Client's** consent to the performance of payment instructions may also be contained in these **General Terms and Conditions**, and/or service contracts, and/or other contracts concluded between the **Parties**, including with the participation of third parties, regardless of the conclusion date.

During the performance of the initiated cash transfer in the **System**, before it is debited from the **Client's** account, the **Client** may withdraw the payment instruction, subject to agreement with the **Bank**, by cancelling it on his/her own in the **System** or by contacting the **Bank's Contact Centre**.

After debiting funds from the **Client's** account, the emergence of the **Client's** monetary obligation to the **Bank** or a third party if stipulated by the agreement concluded between the **Parties**, or existence of the **Client's** debt to the **Bank**, including unauthorised one, the **Client** cannot withdraw the payment instruction and his/her consent to the performance of the payment transaction, except for the cases provided for in this section of the **General Terms and Conditions**. The **Client** cannot withdraw such payment instruction and such consent.

The moment of irrevocability of the payment instruction and the **BPC Holder's** consent to the payment transaction, in case of the performance of the payment transaction using the **BPC**, occurs upon confirmation of the payment instruction by the **BPC Holder**.

The date of the performance of the order, cash transfer document and payment instruction is considered to be the day of receipt of such document by the **Bank**, provided that such order is received during the **Bank's Operation Time** as established in the **Operation Regulations**. If the order, cash transfer document or payment instruction is received after the **Operation Time**, it is performed in accordance with the terms and conditions of the **Operation Regulations**.

The **Bank** may postpone performance of the order, cash transfer document and payment instruction of the **Client**, as well as crediting the transfer amount to the **Client's** account until the **Client** provides additional information/documents on the transfer if such transfer is subject to additional verification in accordance with the Law of Ukraine "On Prevention and Counteraction of Legalisation (Laundering) of Proceeds from Crime, Financing Terrorism and Financing Proliferation of Weapons of Mass Destruction" and the Bank's by-laws developed in pursuance thereof, for no more than two **Operation Days** for internal bank transfers and three **Operation Days** for inter-bank transfers. Funds of the **Client's** postponed transfer are considered an unfinished transfer until they are credited to the payee's account. If the **Client** fails to provide the information/documents on the transfer requested by the **Bank**, as well as in the cases provided for by the Law of Ukraine "On Prevention and Counteraction of Legalisation (Laundering) of Proceeds from Crime, Financing Terrorism and Financing Proliferation of Weapons of Mass Destruction", the **Bank** is authorised to reject the postponed transfer, and return the funds not credited to the **Client's** account to the sender.

Obligatory State Pension Insurance

In the cases provided for by the **Legislation**, the **Bank**, on behalf and at the expense of the **Client**, calculates, withholds and pays the obligatory state pension insurance duty when performing non-cash foreign currency purchase and sale transactions.

In the text of the application for the purchase of foreign currency or in another document, the **Client** must instruct the **Bank** to withhold and transfer the obligatory state pension insurance duty in the amount established by the **Legislation**.

When the **Bank** purchases foreign currency without the **Client's** application for the purchase of foreign currency, the **Client** instructs the **Bank** to determine, withhold and transfer the obligatory state pension insurance duty in the amount established by the **Legislation** on its own.

Insufficient Amount on the Account

If the amount on the **Client's** account is not sufficient to make payments and withhold commission fees, the payment instruction and application for the purchase or sale of foreign currency is returned without performance. The **Bank** is not liable for non-performance of the order, cash transfer document and payment instruction because of the insufficient amount on the **Client's** account.

On the basis of the relevant contract concluded with the **Bank**, the **Client** may have an overdraft set on the account, within the limit of which funds are transferred under the **Client's** payment instructions. The **Bank** does not make forced debiting at the expense of the funds of the overdraft limit on the basis of enforcement documents in the cases provided for by the **Legislation**.

Procedure for the Performance of Documents in Foreign Currency

Transactions in foreign currency are performed in accordance with the requirements of the **Legislation**, the Memorandum on Transactions in Foreign Currency posted on the **Bank's Website**, the **Bank's** by-laws, provided that:

- the **Client** has provided the **Bank** with the necessary documents, which are the basis for such transactions;
- following the verification of such documents, the **Bank** has made sure that the **Client** has legal grounds to perform foreign exchange or foreign trade transactions.

The **Client** has the right to withdraw a payment instruction in foreign currency and an application for the purchase/sale/exchange of foreign currency. Such withdrawal is possible only in the full amount and before the value date for the payment instruction in foreign currency, and for the application for the sale/purchase/exchange of foreign currency in the foreign exchange market — by the end of the Operation Day before the day of the **Bank's** participation in the trading in the Ukrainian foreign exchange market upon the **Client's** instruction in the manner provided for the withdrawal of a payment instruction set forth in this section of the **General Terms and Conditions**.

In order to withdraw a foreign currency payment instruction or an application for the purchase/sale/exchange of foreign currency, the Client cancels the payment instruction/application using the **System** or contacts the **Bank's Contact Centre** for this purpose.

The **Client** is obliged to reimburse the **Bank** for costs incurred in connection with the withdrawal of a payment instruction in foreign currency or an application for the purchase/sale/exchange of foreign currency.

If the **Bank** has transferred funds from the correspondent account by the time when the **Client** submits the letter for the withdrawal of the payment instruction in foreign currency, the funds will be returned to the **Client** in case of return of such funds from the relevant foreign correspondent bank.

The **Bank** may enter into agreements with a **Third Party** to perform the **Client's** applications for the purchase/sale/exchange of foreign currency. The **Bank** is not obliged to notify the **Client** of such agreement.

5. SERVICE USING THE ELECTRONIC BANKING SYSTEM

The **Bank** can provide settlement services to **Clients** using the **System**.

The security and confidentiality of the data processed in the **System** is guaranteed by the **ES** tool used in the **System** when transferring **Electronic Documents** from the **Client** to the **Bank**.

In cases provided for by the **General Terms and Conditions** or agreements between the **Bank** and the **Client**, by a separate agreement of the **Parties**, the **Parties** may enter into agreements, agreements on termination, amendments and/or supplements to the concluded agreements using the **System**. Agreements concluded using the **System** must be signed with the use of the **Client's EP** and provided that the **Parties** comply with the requirements for the form of the **Electronic Document** established by such agreements.

Notwithstanding any other provisions of the **General Terms and Conditions** or agreements between the **Bank** and the **Client**, the **Parties** have agreed that they may conclude agreements, agreements on termination, amendments and/or supplements to the concluded agreements using the **System** or other electronic interaction channel, provided that such agreements are signed by each **Party** with the **QES**.

The **Parties** can check the **QES** and the integrity of **Electronic Documents** using online **QES** verification services from qualified trust service providers (for example: <https://czo.gov.ua/verify> or <https://ca.dia.gov.ua/verify>), or with the help of reliable **ES** software (software that has the appropriate expert opinion of the Administration of the State Service of Special Communications and Information Protection of Ukraine).

Provision and installation of the necessary software and technical support, registration and connection to the **System**, service using the **System** is carried out by the **Bank** under the relevant agreement on the use of the **System**. In addition, the **Bank** may, after identification and verification of a potential **Client's** representative and before the **Client** opens an account, grant to such representative access to the **System** without the possibility of performing payment transactions on the account. The **Client** accepts such procedure and condition after acquiring the **Client** status. Using the **System** requires the **Client** to have own technical equipment of a certain configuration, the requirements for which are posted on the **Bank's Website**, and free access to the Internet.

To use the **System**, the **Client** needs to register on the **Bank's Website** at <https://ibank.procreditbank.com.ua/web/> according to the procedure specified therein and provide the **Bank** with a printed and signed **Key Registration Report** for each **Authorised Person** of the **Client** who has the right to sign financial documents and is on the Account Managers List of the legal entity Client, which has been submitted to the **Bank**. If the signature right of the persons on the Account Managers List of the legal entity Client, which has been submitted to the **Bank**, is terminated and/or in case of loss of control (including temporary) over the storage device with the **Personal Key of the Client's (its Authorised Person's) ES**, the Bank must be immediately notified of the need to disable the **ES** of such a person, including in writing. In the process of registration, the **Client** creates the required number of **ESs** to be confirmed by the relevant **Key Registration Reports** with a validity period of up to two years. The new **ES** created and signed with the valid **ES** are unconditionally recognised by the **Parties** as equivalent to the **Key Registration Report** personally submitted to the **Bank**, which is automatically activated and simultaneously supersedes the previous one.

The **Client** may grant to the designated person access to the information in the **System**, including personal data and bank secrecy, by providing the **Bank** with the **Client's Key Registration Report** with the right to sign documents 0, according to the template and with the content established by the **Bank**. The **Client's Key Registration Report** with the right to sign documents 0 does not entitle the person who has been granted access to the information in the **System** to sign any documents, including payment documents, perform any account transactions or assign his/her right to a third party. The Report is signed by the **Client's** head and the person who has been granted access to the information in the **System**, and is subsequently provided to the Bank in hard copy or sent in electronic form via the **System**. The person who has been granted access to the information in the **System** does not have to be specified in the Account Managers List of the legal entity Client. The **Client** bears all the risks related to granting to the designated person access to the information in the **System**, including personal data and bank secrecy.

Electronic Documents signed with the **QES** or **ES** are unconditionally recognised by the **Parties** as equivalent to the corresponding documents in hard copy, certified by the handwritten signatures of the respective **Authorised Persons**, have the legal force and confirm the existence of legal relations. **Electronic Documents** without the **QES** or **ES** have no legal force, are not considered and performed by the **Bank**.

Service in the **System** and exchange of **Electronic Documents** is terminated by the **Bank** in the following cases:

- upon termination of the agreement on the use of the **System**;
- the **Electronic Document** is signed by the **ES** of a person who, according to the Account Managers List available in the **Bank**, does not have the right to sign documents on behalf of the legal entity **Client**;
- receipt from the **Client** of a written notification about the suspension of electronic document flow for one or all **ESs**;
- blocking the **ES** upon a telephone request of a person giving the correct Password, which was notified by the **Client** to the **Bank** in writing in the application submitted to the **Bank**;
- blocking the **ES** at the **Bank's** initiative in case of suspicion of compromise or unauthorised use of the **Client's ES**, with subsequent notification to the **Client**;
- non-use by the **Client** of the means provided by the **Bank** to increase the level of service security in the **System**;
- non-payment for the services in accordance with the **Tariffs**.

The **Bank** is not responsible for the technical condition of the **Client's** computer equipment, the functionality of the **USB-token/OTP-token**, possible interference on the communication line, poor connection or inability to establish a connection, power outages and other malfunctions that do not depend on the **Bank**.

In case the **Client** refuses to use and/or actually does not use the service security measures established by the **Bank** and/or the National Bank of Ukraine in the **System**, the **Bank** has the right to unilaterally terminate the provision of the remote maintenance service without additional notifications to the **Client**. In such cases, the remote maintenance service is considered terminated from the date of disconnection of the **Client** from the **System**.

Security Means of Document Flow

The **Bank** reserves the right to change the means of crypto-protection in case of the adoption of the relevant decisions by the National Bank of Ukraine and/or state services, whose competence includes information protection, or upon its own initiative; to make changes to the software, the necessity of which is caused by the decisions of the National Bank of Ukraine on changing the requirements for the software for the automation of banking activities and/or by making changes to the existing proceedings of banks, or upon its own initiative.

In order to increase the **Client** service security level in the **System**, the **Bank** provides the **Client** with an **OTP-token**, the terms of using which are determined by the contract between the **Parties**. In case of refusal to use the **OTP-token**, the **Client** is responsible for all performed transactions, including as a result of unauthorised possession or copying of the **Client's** electronic keys and passwords.

In case of temporary non-operability of the **OTP-token**, in order to increase the **Client** service security level in the **System**, the **Bank** may enable the **Client** to receive SMS messages with the code of access to the **System** and sending payments to the **Bank**. For this purpose, the **Client** is obliged to send the respective request to the **Bank** via the **System** specifying the telephone number of the Ukrainian mobile communication operator to which the **Client** authorises the **Bank** to send SMS messages with the code. In such case, the **Client** is obliged to receive a new **OTP-token** from the **Bank** as promptly as possible.

In case of temporary non-operability of the **OTP-token** or the **Client's** need to receive a new **OTP-token** for another reason, the **Bank** may provide it via the **Third Party**. For this purpose, the **Client** is obliged to submit the respective request to the **Bank**, including via the **System**, specifying the full name and title of the **Client's Authorised Person** according to the Account Managers List of the legal entity **Client**, his/her telephone number of the Ukrainian mobile communication operator, number and address of the **Third Party's** branch where the **Client** asks to send the new **OTP-token**. The received **OTP-token** is activated by the **Client's Authorised Person** by calling the **Bank's Contact Centre**.

In order to increase the security of using the **System**, the **Bank** has the right to connect the **Client** to the **IP Filtering Service** and/or to other services offered by the **Bank**.

To use the **IP Filtering Service**, the **Client** submits an application in the form established by the **Bank** with the list of **IP addresses** of computers exclusively used to connect to the **System**, or the criteria for determining such **IP addresses**. The **Client** has the right to opt out of the **IP Filtering Service** or to change the list of **IP addresses** and their criteria by submitting a corresponding written application to the **Bank** or contacting the **Bank's Contact Centre** after performing all the necessary identification requirements. In order to increase the level of information security of the **System**, the **Bank** has the right to automatically (without the **Client's** application) prohibit access to the **System** from **IP addresses** of foreign providers. To disable this prohibition, the **Client** has the right to submit a corresponding written application to the **Bank**.

The **Client** is obliged:

- to comply with the technology and requirements provided by the **Bank** in documentary or oral form;
- to provide limited access to the **System**; allow only authorised persons to use the **System**;

- not to transfer the **USB-token** and/or the **OTP-token**, **System** software to a **Third Party** and not to make changes thereto;
- to notify the Bank in a timely manner of problems in the operation of the **System**; to urgently notify the **Bank** of the compromise of the **ES** or other means of system protection with mandatory written confirmation of the information within 24 hours;
- in case of a change of the person authorised to use the **ES**, to immediately notify the **Bank** thereof in writing and to submit an application to disable such person's **ES**. Simultaneously with the notice, to provide the **Bank** with duly certified copies of documents confirming the authority of the new person authorised to use the **ES** on **Electronic Documents**, to update the Account Managers List, and to provide new **Client's Key Registration Reports**.

In case of improper or untimely performance of the above obligations by the **Client**, the responsibility for the consequences and losses caused by this are borne by the **Client**. The **Bank** is not responsible for transactions resulting from third-party access to the **Client's** accounts, except when the **Client** proves that he/she has properly performed all his/her obligations.

The **Bank** has the right to carry out periodic verifications of the **Client** regarding information protection, storage of information protection means, compliance with the **Bank's** requirements and rules on information protection and processing of electronic payment documents.

6. DIRECT DEBIT TRANSFER

The **Bank** has the right to perform direct debit transfers from the **Client's** accounts upon the **Client's** instruction. The procedure for and conditions of the **Bank's** direct debit transfers may be stipulated in the direct debit transfer agreement, bank account agreement, all types of loan agreements and other banking service agreements concluded with the participation of the **Parties**.

Direct debit transfer in favour of the **Bank** is performed in the manner and under the conditions defined by these **General Terms and Conditions**, unless other individual rules are stipulated by the **Parties**.

Direct Debit Transfer for the Purpose of Performing the Client's Financial Obligations

In order to repay all the **Client's** monetary obligations in accordance with **FATCA** requirements and/or all obligations to the **Bank** arising from the agreements concluded between them, the **Client** gives to the **Bank** irrevocable consent, authorises and instructs it to perform on any day direct debit transfers in the amount equivalent to the **Client's** monetary obligations at the time of such debit transfer from all the **Client's** accounts with the **Bank** (current, deposit ones), the details of which are or will be specified in the agreements, whereunder accounts with the **Bank** are or will be opened for the **Client**. If the **Client's** obligations arose for him/her as an individual or as an entrepreneur, the direct debit transfer for the repayment of such obligations can be performed from the **Client's** accounts opened to him/her as an individual and as an individual entrepreneur.

In order to comply with **FATCA** requirements, the **Bank** has the right to perform direct debit transfers from the **Client's** accounts in order to withhold the "penal" tax from the amount of the **Client's** transfers in the amount established by **FATCA**, with the subsequent sending of the amounts debited from the **Bank's** accounts to the US Tax Service (**IRS**) in accordance with the procedure and within the terms defined by **FATCA**.

If there are no funds or funds on the **Client's** accounts in the currency of the **Client's** monetary obligations are insufficient, the **Client** gives to the **Bank** irrevocable consent, authorises and instructs it to perform the direct debit transfer and a transaction for the purchase/sale/exchange of the necessary foreign currency with the **Bank** itself or in the Foreign Exchange Market of Ukraine (FEMU) on behalf of the **Client** at the expense of the currency available on the **Client's** accounts or the currency deposited by the **Client** to the **Bank's** transit account and use the received foreign currency to repay the **Client's** obligations.

To perform a transaction with the **Bank** itself or in the FEMU, the **Client** authorises and instructs the **Bank** to perform:

- a direct debit transfer of the foreign currency available on the **Client's** accounts in the amount equivalent to the amount of the **Client's** mature monetary obligations at the **Bank's** exchange rate set based on the results of transactions in the FEMU (purchase/sale/exchange) on the day of such direct debit transfer;
- a currency purchase/sale/exchange transaction with the **Bank** itself or in the FEMU at the **Bank's** exchange rate established based on the results of transactions in the FEMU (purchase/sale/exchange) on the day of such transaction and crediting the received foreign currency to the **Client's** account or to the **Bank's** transit account, from which funds will be debited to repay the **Client's** monetary obligations;
- a payment, on behalf of the **Client**, of the amount of mandatory duties on the purchase/sale/currency exchange transaction, the amount of commission fees of the **Bank** and other banks for the purchase/sale/currency exchange transaction in accordance with the **Tariffs**, and the amount of other costs/losses related to such transaction through a direct debit transfer of the amount required to be paid in hryvnias or in a foreign currency in the amount equivalent to the amount of such costs at the exchange rate established by the National Bank of Ukraine for the relevant foreign currency;
- a direct debit transfer in the amount of the **Client's** actual monetary obligations in favour of the **Bank**;

□ sale of the currency purchased in the FEMU (does not apply to transactions with the **Bank** itself) at the **Bank's** exchange rate established based on the results of transactions in the FEMU (sale) on the day of such sale, if such foreign currency will not be used to repay the obligations to the **Bank** within the term determined by the **Legislation** and in the prescribed manner.

The provisions specified in this section are considered by the **Client** and the **Bank** as an application for the purchase/sale/exchange of foreign currency, and therefore the implementation of these provisions will take place without the **Client's** submitting a separate application for the purchase/sale/exchange of foreign currency or other additional documents.

In case the **Bank's** direct debit transfer from the **Client's** account to the **Bank's** account is limited in connection with the mode of using the corresponding account or other restrictions established in accordance with the **Legislation**, the **Client** instructs, and the **Bank** has the right to the preliminarily direct debit transfer from such account to any other account belonging to the **Client** and opened to him/her as an individual and/or a business entity, with the subsequent direct debit transfer to the **Bank's** account.

In case an account transaction does not comply with the mode of using the corresponding account established by the **Legislation**, the **Client** authorises, and the **Bank** has the right to perform direct debit transfer in case of non-compliance of the performed transaction with the mode of operation of the account and return such funds to the payer for the purpose of compliance by the **Parties** with the requirements of the **Legislation** and to prevent the improper use of accounts.

Any payment transactions for direct debit transfers from the **Client's** accounts are considered as those for which irrevocable consent has been given by the **Client** to the **Bank** from the date of application of these **General Terms and Conditions** to the **Client**, regardless of the date of signing such contracts or other documents stipulating such direct debit transfers. After the emergence of the **Client's** monetary obligation to the **Bank** or a third party if stipulated by the agreement concluded by the **Parties**, or existence of the **Client's** debts to the **Bank**, including unauthorised ones, the **Client** cannot withdraw the payment instruction and his/her consent to the performance of the payment transaction for direct debit transfer until such obligation is repaid in full.

7. COST OF AND PAYMENT FOR THE SERVICES

Tariffs

For the provision of the **Bank's** services, the **Client** pays the **Bank** commissions and fees in the amounts determined in the **Tariffs** according to the type of services received by the **Client**. **Tariffs** for the issuance and maintenance of a **BPC** set in foreign currency are paid at the official UAH exchange rate to foreign currencies established by the National Bank of Ukraine as of the date of debiting.

Unless otherwise provided for by the **Tariffs**, when opening a current account with the **Bank**, the legal entity **Client** independently determines the **Tariff** type (also the tariff package) for the settlement and cash service specified in the current account maintenance agreement (except for tariff packages for which restrictions are stipulated in the **Tariffs**). If the **Tariff** type chosen by the **Client** has a term of validity, which may be stipulated by the **Tariffs**, the legal entity **Client** entering into a current account maintenance agreement gives consent to the terms and conditions of service related to the term of validity of the **Tariff** type and stipulated in the **Tariffs**. The **Client** has the right to independently change the **Tariff** type by submitting a corresponding application to the **Bank** using the **System** or in the **Bank's** branch, if such a change is provided for by the **Tariffs** and/or the terms and conditions of the agreements concluded by the **Parties**. Unless otherwise agreed by the **Parties**, the legal entity **Client** will be serviced in accordance with the changed **Tariff** type from the first day of the month following the one in which the application for such a change was received and confirmed by the **Bank**. The specified procedure for changing the **Tariff** type by the legal entity **Client** does not require the **Parties** to conclude a separate contract, additional agreement or other document about it.

The **Client** and the **Bank** may agree on commissions and fees for the services received by the **Client** other than those provided for in the **Tariffs**. The **Client** also undertakes to pay for the services of **Third Parties** (correspondent banks, payment systems, etc.) provided by them when performing the **Client's** transactions.

The **Client** instructs the **Bank** to perform direct debit transfers from his/her account of the amounts of commissions and fees for the services received by the **Client** on the relevant payment dates for such services, specified in the **Tariffs** or agreed by the **Client** and the **Bank**, or established by a **Third Party** in relation to the services received from them.

The monthly fee for the **Bank's** services provided for in the **Tariffs** is calculated by the **Bank** on the last calendar day of each month and is paid by the **Client** by the direct debit transfer from the **Client's** account in hryvnias, if there is a sufficient amount of funds on the account. If the funds on the **Client's** account are insufficient, the **Bank** performs the direct debit transfer from the **Client's** account daily, until the full payment for the service fee charged by the **Bank**.

Unless otherwise established by the agreement between the **Bank** and the **Client**, in case the **Client** delays payment for the **Bank's** services, the **Bank** has the right to charge a penalty of 0.25% of the overdue amount, but not more than the double refinancing rate of the National Bank of Ukraine in effect at the time of delay, for each day of delay. Penalty can be paid by the direct debit transfer from the **Client's** current account. Upon the **Bank's** request, the amount of the penalty must be paid by the **Client** independently by transferring funds to the account indicated by the **Bank**.

Currency

Fees for the provided services, commissions and other fees are paid by the **Client** in Ukrainian hryvnias or in the currency of the account, in the cases determined by the **Bank**. The services of **Third Parties** are paid in the currency indicated by them.

8. TERMINATION OF BUSINESS RELATIONS

The Right to Terminate Business Relations

The **Parties** have the right to terminate the agreement on the grounds and in the manner established by the agreement and/or the **General Terms and Conditions** and/or the **Legislation**.

Agreements between the **Client** and the **Bank** cannot be terminated at the **Client's** initiative if there are outstanding obligations of the **Client** to the **Bank**.

The account maintenance agreement is terminated in case of closure of the **Client's** account in the cases provided for by the **General Terms and Conditions** or the **Legislation**, or the agreement between the **Parties**.

In order to terminate the account maintenance agreement at the **Client's** initiative, the **Client** must submit to the **Bank** a written application for closing the account executed in the form established by the **Bank**, or send it using the **System**. Simultaneously with the application, the **Client** must submit to the **Bank** a payment instruction for the transfer of funds from the **Client's** account to its other account. The **Bank** has the right not to accept applications for closing the account from the **Client** if a payment instruction for the transfer of funds is not submitted simultaneously.

Closure of Accounts

The **Bank** has the right to suspend the provision of a service and/or services in general in full or in part in case the **Client** fails to pay the cost of the previously provided services of the **Bank** within a period of over two calendar months. In such case, the **Client's** savings/current accounts are subject to closure, and the **Bank** sends the relevant SMS message to the **Client** 14 days before such closing.

In case the **Bank** decides to close the **Client's** account in the cases provided for by the Law of Ukraine "On Prevention and Counteraction of Legalisation (Laundering) of Proceeds from Crime, Financing Terrorism and Financing Proliferation of Weapons of Mass Destruction", the **Bank** sends a notice to the **Client** at least one day before such closing.

The business relations may be terminated without due notification of the **Client** within the established terms only in case further business relations with the **Client** are impermissible for the **Bank** in accordance with the laws of Ukraine and/or the **Bank's** by-laws and/or they may put the **Bank** at risk of (involvement in) risky activities threatening the interests of the depositors or other creditors of the **Bank** and/or actions provided for by the Criminal Code of Ukraine.

The **Bank** has the right to close the **Client's** account in the presence of the grounds stipulated by Article 69 of the Tax Code of Ukraine. The balance of funds on the **Client's** account is returned to that **Client**.

After closing the **Client's** account, the **Bank** stores on its account the **Client's** funds, which were available on the **Client's** account at the time of its closure, without charging and paying the **Client** a fee for such storage. Subject to the statute of limitations, the **Bank** returns them to the **Client**, upon his/her first written request, subject to the terms and conditions of the **Operation Regulations** and the **Tariffs** established by the **Bank** and valid at the time of the **Client's** corresponding request for a refund. The **Client** agrees that the **Bank's** implementation of the above method of refund after account closure is the **Bank's** proper performance of its own obligations to return the **Client's** funds after account closure. At the same time, the **Client** instructs the **Bank** to withhold from the amount of funds subject to refund the amount of expenses related to making such a refund.

Termination of Business Relations by the Bank by a Notification

Guided by the by-laws, subject to compliance with the relevant notification period — 14 days, the **Bank** may, at its own initiative, at any time after the expiration of the 14 days' period following sending a notice to the **Client**, terminate both business relations in general and the validity of a separate contract for a certain type of business relations.

Termination of business relations in general, as well as termination of a separate contract without observing the 14 days' notification period followed by sending a notice to the **Client** is allowed if further business relations with the **Client** are impermissible for the **Bank** in accordance with the effective **Legislation** and/or the **Bank's** by-laws.

9. THIRD-PARTY SERVICES; DELIVERY OF DOCUMENTS AND NOTICES

Third-Party Services

The **Bank** may use the services of a **Third Party** for the purpose of performing the **Client's** instructions, if the **Bank** considers it necessary, it corresponds to the **Client's** interests or otherwise corresponds to the **Client's** economic activity. The **Client** agrees and accepts the selection of such **Third Party**. The **Bank** is not responsible for any actions, failures to perform obligations or errors by a **Third Party**. The **Client** pays for the services of a **Third Party**, including compensates the **Bank's** expenses invoiced to the **Bank**, except when the **Bank** decides to pay for such services without their subsequent compensation.

Delivery

In the absence of a clear instruction from the **Client**, the **Bank** conscientiously delivers documents and other valuables at its discretion, showing the necessary caution and forethought expected from a banking institution. Delivery is made at the expense and risk of the **Customer**.

Loss of Information

The **Bank** is responsible for losses caused by errors in the process of transmitting information and/or documents by telephone, fax or other means of communication between the **Client**, a **Third Party** and/or the **Bank** only if such losses are caused by deliberate illegal actions or gross negligence on the part of the **Bank**.

Use of Banking Means of Communication

Information carriers, electronic keys and means of communication provided by the **Bank** to the **Client** must be stored and used with due care. The **Bank** bears no obligations or liability to the **Client** or a **Third Party** for losses or damages caused to information carriers, electronic keys and means of communication the **Bank** has provided to the **Client**, or for unauthorised access thereto.

Receipt of Messages

The **Bank** can send any document or message to the **Client** by courier, ordinary mail, registered post or letter with declared value, by means of the **System**. Messages or documents sent by post are considered received by the **Client** after the time normally required by the post office to deliver the letter has passed, provided that such letter was sent to the address provided by the **Client** to the **Bank**, unless otherwise established by the relevant contract or the valid **General Terms and Conditions**. Any message the **Bank** sends to the **Client** by means of the **System**, notifies by telephone, at the number provided by the **Client**, is considered received by the **Client** on the day of transmission.

The **Client** agrees that SMS messages or messages sent to a software application (messenger) may be used as additional means of informing the **Client** in cases determined by the **Bank**. In particular, informational messages can be sent in such way, including about the loss of validity of the identification document of the **Client's Authorised Person**, account manager, **BPC Holder**, the need to update the **Client's** data, the procedure for servicing the **Client** for the received credit service, restrictions on the provision of services by the **Bank**, etc. Messages are sent to the phone number notified by the **Client** to the **Bank** in writing. In case of changing the phone number, loss or theft of the telephone, etc., the **Client** must immediately notify the **Bank** thereof in writing and provide a new phone number. If the **Client** does not notify about the change of the phone number, messages will be sent based on the data available in the **Bank**, and the **Bank** is not responsible for the **Client's** non-receipt of information and possible access to information by **Third Parties**.

10. MISCELLANEOUS

Consequences of Illegality

If any provision of the **General Terms and Conditions** is recognised as invalid, this does not invalidate the remaining provisions of the **General Terms and Conditions**.

Jurisdiction

Unless agreed otherwise, all disputes between the **Client** and the **Bank** must be heard in a court of appropriate jurisdiction located in the territory of Ukraine.