

**Approved** by the Management Board at the meeting held on 16.06.2023 With effect from 12.07.2023

## GENERAL AGREEMENT

### ON THE PROVISION OF BANKING SERVICES TO PRIVATE CLIENTS OF JOINT STOCK COMPANY “**PROCREDIT BANK**”

<b>GENERAL INFORMATION</b>	
Full name of the Bank: Joint-Stock Company “ <b>ProCredit Bank</b> ”	
Bank’s identification code: 21677333	
Registered address of the Bank: 107 “A” Beresteyskyi (Peremohy) Ave, Kyiv, 03115, Ukraine	
Contact details: 0 800 500 990, 00 044 590 10 00, <a href="mailto:ukr.cc@procredit-group.com">ukr.cc@procredit-group.com</a>	
Bank’s official website: <a href="https://www.procreditbank.com.ua/">https://www.procreditbank.com.ua/</a>	
Information on licenses and permits granted to the Bank: <a href="https://www.procreditbank.com.ua/about/korporativnoe-upravlenie/registratsionnyie-dokumentyi/">https://www.procreditbank.com.ua/about/korporativnoe-upravlenie/registratsionnyie-dokumentyi/</a>	
<b>TYPE OF BANKING SERVICES, TARIFFS</b>	
Current account: <a href="https://www.procreditbank.com.ua/fees-and-terms-of-service">https://www.procreditbank.com.ua/fees-and-terms-of-service</a>	House loan: <a href="https://www.procreditbank.com.ua/loans-for-private-individuals/">https://www.procreditbank.com.ua/loans-for-private-individuals/</a>
Saving account: <a href="https://www.procreditbank.com.ua/fees-and-terms-of-service">https://www.procreditbank.com.ua/fees-and-terms-of-service</a>	Car loan: <a href="https://www.procreditbank.com.ua/loans-for-private-individuals/">https://www.procreditbank.com.ua/loans-for-private-individuals/</a>
Term deposit: <a href="https://www.procreditbank.com.ua/fees-and-terms-of-service">https://www.procreditbank.com.ua/fees-and-terms-of-service</a>	Investmen loan: <a href="https://www.procreditbank.com.ua/loans-for-private-individuals/">https://www.procreditbank.com.ua/loans-for-private-individuals/</a>
Overdraft: <a href="https://www.procreditbank.com.ua/fees-and-terms-of-service">https://www.procreditbank.com.ua/fees-and-terms-of-service</a>	Land loan (for agricultural purposes): <a href="https://www.procreditbank.com.ua/loans-for-private-individuals/">https://www.procreditbank.com.ua/loans-for-private-individuals/</a>
Tariffs: <a href="https://www.procreditbank.com.ua/fees-and-terms-of-service">https://www.procreditbank.com.ua/fees-and-terms-of-service</a>	
Information of the provision of the banking service: <a href="https://www.procreditbank.com.ua/assets/Uploads/docs/FinancialServiceInformation.pdf">https://www.procreditbank.com.ua/assets/Uploads/docs/FinancialServiceInformation.pdf</a>	
Personal Data Processing Procedure: <a href="https://www.procreditbank.com.ua/assets/Uploads/docs/ProcessingPersonalDataProcedure.pdf">https://www.procreditbank.com.ua/assets/Uploads/docs/ProcessingPersonalDataProcedure.pdf</a>	
In the event the Client fails to fulfil the obligations set forth in the General Agreement on the Provision of Banking Services to Individuals by the Joint-Stock Company “ProCredit Bank” and/or supplemental agreement on the provision of the relevant banking service, the Bank shall have the right to take measures provided for by the laws of Ukraine and/or the General Agreement on the Provision of Banking Services to Individuals by the Joint-Stock Company “ProCredit Bank”, including, but not limited to, the right to terminate the provision of the relevant banking services, to charge a fine for breach of a monetary obligation, to foreclose the collateral in cases of non-fulfilment/improper fulfilment of the secured obligation, and to claim compensation for damages caused to the Bank.	

Procedure for Consideration of Client Appeals by the Bank:

<https://www.procreditbank.com.ua/assets/Uploads/docs/consideratiionOrderOfAppeals.pdf>

“Public Appeals” section of the official website of the National Bank: <https://bank.gov.ua/ua/contacts>

Information about the deposit guarantee system provided by the Deposit Guarantee Fund:

<https://www.procreditbank.com.ua/deposit-guarantee-fund/>

“Consumer protection” section of the official website of the National Bank: <https://bank.gov.ua/ua/consumer-protection>

Signing of Application for Accession/Confirmation of Accession to the General Agreement on the Provision of Banking Services to Individuals by the Joint-Stock Company “ProCredit Bank” implies the Client’s acknowledgement of the terms of provision of the banking services set forth therein.

The Client may refuse to receive advertising materials from the Bank via remote communication channels.

**General Agreement on the Provision of Banking Services to  
Private Clients of Joint stock company “ProCredit Bank”**

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## **Section I. GENERAL PROVISIONS**

### **Section 1. Terms, definitions and abbreviations**

#### **1.1. Terms and abbreviations**

1.1.1. Wherever used in this General Agreement on the Provision of Banking Services to Private Clients of **Joint stock company “ProCredit Bank”** (hereinafter referred to as the “General Agreement”), the following terms and abbreviations shall have the meanings set forth below:

**Acceptance** shall mean actions taken by the Client to confirm that he/she accepts the Bank’s public offer to enter into the General Agreement, including provision by the Client at the registered address of the Bank’s offices listed on the Bank’s website at: [www.procreditbank.com.ua](http://www.procreditbank.com.ua), or by means of remote maintenance of accounts of the statement of accession/confirmation of accession to the General Agreement, hereinafter referred to as the “Statement”.

**Authentication** shall mean establishing that the information provided by the Client for identification purposes belongs to that Client.

**Automated parcel terminal** shall mean 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 post offices.

**Applicable Law** shall mean the body of applicable regulations, laws, resolutions, decrees, ordinances, orders and instructions of the legislative bodies governing legal relationships in Ukraine.

**Account Holder** shall mean the Client for whom the Bank has opened an account based on a duly completed Application.

**Alternative Message Channels** shall mean the methods of sending messages with the use of software applications (messengers) that can be installed on mobile and tablet devices as well as on personal computers.

**Authorised Person** shall mean an individual entitled to operate the Client’s account, including using Payment card, under a power of attorney or other document stipulated by the legislation of Ukraine.

**Additional check** shall mean the check of the Client’s settlement document, the transaction initiated on the basis thereof, the information and/or documents thereon by the Bank, including for the Bank to discharge its duties towards the foreign exchange surveillance agent, the tax agent, the primary financial monitoring entity etc.

**Additional payment card** shall mean the Visa International payment card issued by the Bank in the name of the Authorised Representative based on an application submitted by the account holder to allow access to the current account.

**Available account balance** shall mean the Client's funds on the account, less the amount of funds that have been blocked but have not been debited from such an account.

**Balance of account** shall mean the actual amount of Client funds in an account, including minimum deposit and blocked but not debited funds.

**Bank** – full name: Joint-Stock Company ProCredit Bank, abbreviated name: JSC ProCredit Bank, registered address: 107-A Beresteiskyyi (Peremohy) Ave, Kyiv, 03115, Ukraine, USREOU identification number 21677333, NBU ID code 320984

**Bank’s website** shall mean the official communication channel between the Bank and its client on the Internet at [www.procreditbank.com.ua](http://www.procreditbank.com.ua).

**Banking Day** shall mean a period of time marked with a calendar date, when payment transactions of the Bank’s clients are performed and dated with such date.

**Bank Payment Card (BPC)** shall mean a special instrument of payment issued in the form of a plastic or other type of card, which is a tool for accessing the Account Holder’s current account and can be used for payment transactions.

**Statement of account** shall mean the statement furnished by the Bank to an account holder showing the balance of, and activity on, an account for any given period.

**Bank’s branches** shall mean physical outlets of the Bank (business units, branches, representative offices, etc.) in Ukraine listed on the website.

**Bank’s Contact Centre** shall mean a structural unit of the Bank responsible for the remote (by telephone, e-mail, Internet telephony) interaction with the Clients by providing consultations/making transactions under the General Agreement on the Bank’s services by telephone 0 800 50 09 90 or +38 044 590 10 00.

**Client** shall mean an individual (resident/non-resident) who makes use of the Bank’s services according to the provisions of the General Agreement.

**Current Account** shall mean an account opened by the Bank for the Client on a contractual basis (including an account with a special mode of use) for the storage of funds and execution of payment transactions in accordance with the terms and conditions of the relevant additional agreement, the General Agreement and the requirements of the Ukrainian legislation, including for transactions initiated using BPCs.

**Common Standard on Reporting and Due Diligence for Financial Account Information (CRS)** - Common Standard on Reporting and Due Diligence for Financial Account Information (CRS) approved by the

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Council of the Organization for Economic Cooperation and Development on July 15, 2014 (from changes and additions.

**Deposit account (deposit account)** shall mean an account opened by the Bank for the Client on a contractual basis for the storage of funds that are transferred by the Client to the Bank for a fixed term (term deposit) or with no fixed term (savings account) at a defined interest rate (income) and are to be paid back to the Client in accordance with the current law of Ukraine and the terms of the General Contract.

**Dual Authentication** shall mean authentication of the Client when the Client logs on to the e-Banking or Mobile Application using a login and password along with the ProCredit MobileSign Mobile Application or along with the code sent to the Client via SMS to the Client’s mobile number.

**e-Banking** shall mean an electronic banking system available on the Internet, namely through the Bank's Website, where the Client remotely initiates and the Bank carries out transactions on the Client’s accounts, uses the available services and exchanges communications with the Bank.

**Electronic signature** shall mean a set of data obtained in connection with the encryption of an electronic document. Electronic signatures are used to confirm the integrity of an electronic document and identify its signatory. For the purposes of this General Agreement and in the context of signing agreements/legal transactions/documents within the framework of this General Agreement using the E-Banking electronic banking system, the electronic signature shall mean the code for transaction confirmation which is generated by the EBanking electronic banking system and sent to the Client’s mobile telephone number which the Client specified in the Questionnaire, or a message confirmed by the Client in the ProCredit MobileSign Mobile Application, generated by the e-Banking system and transmitted to the ProCredit MobileSign Mobile Application installed and activated on the Client’s mobile device.

**FATCA** shall mean the Foreign Account Tax Compliance Act of the United States of America, effective as of 01 June 2014, which aims at tax evasion control and sets mandatory procedures for all financial establishments – FATCA participants.

**FATCA-identification** is identification of new and existing Clients for the purpose of establishment of tax residents of the USA, in other words, of the Clients and/or Authorised Representatives of the Clients who are nationals of the USA and/or have a place of permanent residence on the territory of the USA and/or for other reasons are obliged to pay taxes pursuant to the effective laws of the USA and provided the Bank with form W9 filled in compliance with the requirements of the Internal Revenue Service of the USA, with statement of identification number of the USA tax payer (TIN) for the Client/Authorised Representative of the Client.

**Fee Schedule** shall mean the commissions and fees that the Bank charges for the provision of services to private Clients; this schedule available on the official website of the Bank and/or in Bank’s branches.

**General Terms and Conditions** shall mean Banking Services General Terms and Conditions, which are a system of published terms and conditions approved by the Bank, regulating the provision of services by the Bank to the Client, who is a legal entity, an individual entrepreneur and a natural person involved in professional activity. Clients who had legal relations with the Bank prior to the date of this public offer being published (official publication of this General Contract), which were governed by the General Terms and Conditions, namely: until 07/10/2013, after 07/10/2013 they continue to be served by the Bank under the terms hereof without being required to enter into supplementary agreements to the contracts based on which such legal relations arose. The Client’s performance of operations under contracts concluded with the Bank before 07/10/2013, after 07/10/2013, shall mean the Client’s acceptance of the terms hereof, joining it and giving the Bank unconditional consent to its terms. To provide services to the Clients who had legal relations with the Bank prior to 7 October 2013, based on the General Contract, all contracts entered into before that date shall be considered supplementary agreements hereto. If the contract concluded between the Bank and the Client before 07/10/2013 sets forth any other terms regulating certain business relations of the Parties, to which the terms hereof also apply, the terms of the General Contract shall prevail.

**IBAN (International Bank Account Number)** – international number of bank account assigned according to an international standard under ISO 13616.

**IRS** shall mean the US Internal Revenue Service.

**Identification** shall mean the measures taken by the Bank to identify a person by receiving his or her identification data.

**Internet** shall mean the global information system that is logically linked together by a globally unique address space based on the Internet Protocol or its subsequent extensions/follow-ons.

**MCAA CRS** shall mean the Multilateral Competent Authority Agreement on Automatic Exchange of Financial Account Information (MCAA CRS) that is made in accordance with Article 6 of the Convention on Mutual Administrative Assistance in Tax Matters.

**Mobile Application** shall mean software to be run on smartphones, tablets, and other iOS/Android OS mobile devices. The Mobile Application can be used only with the current **e-Banking** system. The Mobile Application constitutes a functional part/element of the e-Banking system. The list of operations that can be performed by the Client using the Mobile Application is provided on the Bank’s website.

**Mobile Payment Application** shall mean the software used in smart phones, tablets and other mobile devices that enables the BPC holder to initiate an additional means of electronic payment (hereinafter – the Token) for his/her BPC and to initiate transactions using near-field communication (NFC) by means of such instrument.

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**Mobile Application ProCredit MobileSign** shall mean the software designed for smartphones, tablets and other mobile devices running iOS/Android that is used to authenticate the Client when using the e-Banking system or Mobile Application, as well as to sign agreements/transactions/documents and confirm transactions under the General Agreement using the e-Banking system. The procedure for setting up and using the ProCredit MobileSign Mobile Application is provided on the Bank's in the e-Banking system. The ProCredit MobileSign Mobile Application is activated in the e-Banking system.

**Non-resident individuals** are aliens, stateless individuals and citizens of Ukraine having a permanent place of residence outside Ukraine, including those who stay in Ukraine temporarily.

**Operation Day** shall mean a part of the Bank's business day when transfer and revocation documents are accepted from the Clients and it is possible, if technically attainable, to process, transfer and execute such documents. The duration of the Operation Day shall be established by the Bank on its own and specified in its by-laws.

**Operations Schedule** shall mean the internal document of the Bank setting forth the operating hours during which Clients are serviced, including acceptance of remittance documents and revocations that are to be processed, transferred and executed on the day of receipt thereof, as well as limits for some transactions and other Client service terms and conditions

**The Operating Time** shall mean that part of the Bank's Operation Day during which the transfer and withdrawal documents that are to be processed, transferred and executed by the Bank during the same business day can be accepted. The duration of the Operating Time is established at the discretion of the Bank and is specified in its by-laws and the Operation Regulations.

**Overdraft (credit limit)** shall mean a form of a short-term loan within the limits set by the Bank, which allows payment when the Client's funds in the current account are insufficient.

**Payment card** shall mean a special payment instrument issued in the form of a plastic or other card, which serves to provide access to the current account of the Account Holder and can be used to conduct payment transactions.

**Payment Card Holder** shall mean an individual in whose name a payment card has been issued, and who has been lawfully provided with a payment card and PIN code for temporary use.

**POS terminal** shall mean an electronic device designed for the completion of payment transactions using payment cards and/or card details.

**PIN (personal identification number)** shall mean the set of digits known by the holder of the BPC only and designated for his or her identification in transactions involving the BPC. The PIN shall be set by the Client on his or her own in the Mobile Application or sent to the Client in a text message to the Client's mobile telephone number under the GSM standard of the Ukrainian mobile communication operator.

**Payment card limit** shall mean an amount of funds in the current account available to the Payment Card Holder during a given period of time to make payment card transactions.

**Product** shall mean a Service, the cost, the order and the terms of which are established by the Bank, as a rule, in the Rates.

**Processing centre** shall mean an authorised legal entity which carries out authorisation, monitoring, collection and processing of payment card transaction messages obtained from other members of the Visa International network.

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

**the Parties** – The Bank and the Client.

**Payment Cards 24 Hour Support Service** shall mean an authorised legal entity that provides support to the Clients solely on the use of payment cards, namely Payment card blocking, removing the incorrect PINs counter, removing Payment card transactions limits, providing information on the history of transaction authorisations, etc. by telephone numbers indicated on the Payment card's reverse side.

**Questionnaire** shall mean the form in which the Client provides information to the Bank in a manner consistent with Applicable Law and the by-laws of the Bank; this form comprises an integral part of the General Agreement.

**Resident individuals** are citizens of Ukraine, aliens and stateless individuals having a permanent place of residence in Ukraine, including those who stay abroad temporarily.

**Service** shall mean the Bank's action taken by the Bank for a fee at the Client's request and aimed at satisfying the Client's needs.

**Self-Service Area** shall mean 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 (on-line). The list of addresses of the location of the Self-Service Areas is posted on the Bank's website.

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**Stop list** shall mean the list of payment cards that are prohibited for making transactions. There are local and international, paper and electronic stop lists. Payment cards can be entered into the stop list (blocked) either upon request of the Client or at the initiative of the Bank.

**Third Party** shall mean any individual or legal entity which is neither the Bank nor the Client.

**Unauthorised overdraft** shall mean an overdraft of the Client's card account due to exceeding the payment card limit in a way that is not stipulated in a respective written agreement between the Parties.

**Visa International** shall mean Visa International payment system.

**Verification** shall mean the procedure whereby the Bank checks (verifies), in the Client's presence, that the identity of the Client (or their authorised representative) corresponds to his or her identification details.

**Video Consultation** shall mean receipt by the Client or another individual of advice on the Bank's services, performance of transactions, in accordance with the terms and conditions of the General Agreement, by telephone and Internet with video transmission, which allows remote interlocutors to hear and see each other in real time (online).

1.1.2. All other terms not defined herein are used in this General Agreement in the meanings defined in accordance with the regulations of the National Bank of Ukraine, other legislative acts of Ukraine and the IPS rules.

### **Section 2. General terms and conditions for the provision of banking services**

#### **2.1. General terms and conditions**

2.1.1. The Bank acting on the basis of the Licence of the National Bank of Ukraine, having regard to Article 641 and Article 644 of the Civil Code of Ukraine and Applicable Law in Ukraine, hereby makes this offer to the public at large, hereinafter referred to as “the Client” or “the Clients”, to make use of the Bank's banking services, and undertakes an obligation to the Clients who agree to obtain banking services in accordance with the terms and procedures stipulated in the General Agreement in exchange for the charges stipulated in the applicable Fee Schedule.

2.1.2. The official publication of this General Agreement, in order to familiarise the Clients with its content, is carried out by the Bank by placing the text of the General Agreement on the Bank's official website and/or placing a written copy in the information folder for the Clients located in the banking hall of the offices of the Bank. The public offer in writing, signed personally by an authorised representative of the Bank, shall be constantly kept in the head office of the Bank, and may be inspected by the Client during business hours.

2.1.3. Legal relationships between the Parties under this General Agreement shall be governed by Applicable Law of Ukraine, regulations of the National Bank of Ukraine and provisions of the General Agreement.

2.1.4. The General Agreement contains elements of various agreements/legal transactions. The respective provisions of Applicable Law shall apply to relationships between the Parties in terms of agreements/legal transactions of which elements are contained in this General Agreement.

2.1.5. The Bank undertakes to provide to the Client a service/package of services as set forth in this General Agreement and requested by the Client through respective additional agreements between the Parties and in any other manner provided for hereby. Additional agreements set forth the Bank's services which the Client has decided to use and the basic terms for their provision, including special terms and conditions.

2.1.6. The Bank's services rendered to the Client are listed, including costs, in the Fee Schedule, which is available on the Bank's website.

2.1.7. The operating hours of the Bank, during which services are rendered at the Bank's branches or using remote banking services, are set forth in the Operations Schedule, which is available on the Bank's website.

2.1.8. Upon conclusion of the General Agreement between the Bank and the Client, the provisions of the Fee Schedule and the Operations Schedule are deemed to have been incorporated into the General Agreement, serving as an integral part thereof and comprising its terms and conditions.

2.1.9. The provisions of the General Agreement shall apply if the Bank provides services determined by the banking licence or any other services determined by the Bank's Tariffs, including, but not limited to, the following:

- opening and maintenance of current accounts;
- opening and maintenance of deposit accounts;
- issue and maintenance of BPCs;
- remote maintenance of accounts (e-Banking/Mobile App);
- establishing an overdraft on the current account;
- service for establishing contractual debiting of funds from accounts;
- “SMS information” service.

2.1.10. The Services hereunder shall be provided to the Client under the terms of comprehensive banking services (a basic package of services, which in “Rates” and/or any other documents may also be called “Rate Package”), which include: opening and maintenance of a current account in the national currency; issue to the current account and maintenance of a BPC IPS Visa of the appropriate type provided for in the Tariffs; opening and maintenance of a deposit account savings account) in the national currency; remote maintenance of accounts (e-Banking/Mobile App); “SMS information” service. The Bank shall provide comprehensive banking services (a basic

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package of services) on the basis of the “Additional Agreement to the General Agreement on the Provision of a Basic Package of Services” concluded with the Client. Opening and maintenance of a current account with the issue and maintenance of a BPC IPS Visa of the appropriate type provided for in the Tariffs and/or a deposit account (savings account) in a foreign currency is possible subject to valid comprehensive banking servicing (a basic package of services) of the Client in the national currency on the date of such opening. In case the Client opens a current account, including with the issue and maintenance of a BPC IPS Visa of the appropriate type provided for in the Tariffs, and/or a deposit account (savings account) in a foreign currency on the date of conclusion of the Additional Agreement to the General Agreement on the Provision of a Basic Package of Services, such account shall be included in the Additional Agreement.

2.1.11. The Client is entitled to use any service of the Bank if such is provided for in the Tariffs or separately agreed upon by the Parties.

2.1.12. The Bank is entitled to refuse to open an account, or provide any banking or payment service if it is unable to accept for service or if such a refusal is permitted by the Ukrainian legislation or the Bank's internal documents.

2.1.13. In pursuance of Resolution No. 359 of the National Bank of Ukraine “On Amendments to Certain Regulations of the National Bank of Ukraine” dated 16 June 2014, when issuing a new payment card to the current account after 10 October 2017, transactions on which may be carried out using a payment card (card account) opened with the Bank before 10 July 2017, the number of such account will be changed at the Bank's initiative and the Client will receive a relevant message when obtaining a new payment card. The Client's receipt of a new payment card shall be a confirmation that the Client has received a notification of the change of the current account number, which may be operated using the payment card. Current accounts that may be operated using payment cards (card accounts) opened to the Client before 10 July 2017 shall be serviced as current accounts after 10 July 2017 in accordance with Additional Agreements to the General Agreement on the opening and maintenance of card accounts.

2.1.14. In order to provide high quality services, certain services shall be rendered only at specialised Branches of the Bank. The list of services rendered by specialised Branches of the Bank shall be determined by the Bank's by-laws (regulations and/or orders, etc.).

2.1.15. The General Terms and Conditions for the provision of banking services, as defined by the General Agreement, shall apply to all services provided for by the General Agreement. If the General Terms and Conditions for the provision/performance of certain types of services provided for by the relevant section of the General Agreement regulate the legal relations of the Parties differently than the General Terms and Conditions for the provision of banking services, the General Terms and Conditions for the provision/performance of such individual types of services provided for by the relevant section of the General Agreement shall apply (prevail).

2.1.16. If any provision of the General Agreement is recognised to be invalid, this shall not invalidate other provisions of the General Agreement.

2.1.17. At the same time, in pursuance of Article 207 of the Civil Code of Ukraine, the Parties agreed upon the possibility of using an electronic signature or other analogue of a personal signature in transactions between the Bank and the Client.

### **2.2. Language of correspondence and documentation**

2.2.1. The present General Agreement and any individual agreement entered into between the Bank and Client within the framework of the General Agreement shall be in Ukrainian. Should the need arise, the Bank may furnish copies of the abovementioned documents in other languages, with Ukrainian versions being, however, the legally binding versions.

### **2.3. Legal relationships between the Parties**

2.3.1. Legal relationships between the Parties under the General Agreement come into effect upon the Client's acceptance of the offer stipulated in this General Agreement, and these relationships continue in perpetuity.

2.3.2. All additional agreements/applications entered into/filed under this General Agreement are prepared by the Bank using a standard form and are an integral part of the General Agreement. In addition, any document signed by the Parties and referred to as being an integral part of the General Agreement forms an integral part of the General Agreement.

2.3.3. The General Agreement shall be deemed concluded after the Bank receives a signed Application from the Client. By signing the Application, the Client shall unconditionally accept the terms and conditions of the General Agreement, accede to the Agreement and confirm his/it has familiarised himself/itself with the terms and conditions of this public offer and agrees with the Fee Schedule, the Operating Regulations, accepts them, accedes to them and undertakes to comply with them. The Client also confirms that he/she has read Part 2 of Article 12 of the Law of Ukraine “On Financial Services and State Regulation of Financial Services Markets”, and that the Bank has provided the Client with the information referred to in that Article in full prior to entering into the General Agreement.

2.3.4. By accepting this public offer, the Client acknowledges that all the provisions of the General Agreement are fair and reasonable. In addition, bearing in mind the freedom of contract, in some instance the Parties have

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amicably derogated from the provisions of the acts of civil legislation and have settled their relationships at their own discretion, and have therefore agreed that they will have no claims to each another to this effect.

2.3.5. The date of the General Agreement between the Bank and the Client shall be the date of the Client's acceptance of this offer by signing the Application, unless otherwise provided for by this General Agreement.

2.3.6. The place of execution of the General Agreement shall be the place where the Client files the Application, i.e. one of the Bank's branches.

2.3.7. By signing the Application, the Client agrees to the procedure for the processing of his or her personal data in the manner prescribed by the General Agreement.

2.3.8. By accepting this offer, the Client shall grant unconditional and continuing consent to the Bank to access to their credit history, collection, use and dissemination via the credit history bureau or other similar organisations, including the Credit Register of the National Bank of Ukraine, of their information any time, in the scope and in accordance with the procedure prescribed by the Law of Ukraine “On Organisation of Formation and Circulation of Credit Histories”, and other laws and regulations of Ukraine..

2.3.9. Services to the Bank's clients who had legal relations with the Bank prior to the date of the first placement of this public offer shall be rendered on the terms and conditions provided for by this General Agreement from the date of placement of this public offer, which is also provided for by the General Terms and Conditions approved by the relevant Order of the Chairperson of the Board of the Bank, without the need for concluding supplemental agreements to previously concluded agreements. Should the Client carry out transactions on the basis of agreements concluded with the Bank prior to the date of the first placement of this public offer, this shall constitute the Client's confirmation of accession to the terms and conditions of the General Agreement as well as the Client's unconditional consent to the terms and conditions of the General Agreement from the date of such placement. For the purposes of provision of services to Clients who had legal relations with the Bank prior to the date of the first placement of this public offer under the terms and conditions of this General Agreement, all agreements entered into by and between the Bank and the Client prior to the date of the first placement of this public offer shall be deemed to be supplemental agreements to this General Agreement concluded with respect to the relevant banking service. If an agreement entered into by and between the Bank and the Client prior to the date of the first placement of this public offer or the Supplemental Agreement made in accordance with the General Agreement establishes other terms and conditions governing the relations of the Parties subject to the provisions of this General Agreement, the terms and conditions of the General Agreement shall prevail. The Parties shall be entitled to derogate from this rule, and it shall not apply in cases where this is expressly indicated in the Banking Service Agreement entered into by and between the Parties.

2.3.10. By entering into this General Agreement and/or by providing the Bank with their mobile phone number, the Client grants the Bank their consent to identify them as a Client of the Bank and to credit funds from transfers initiated by another Client of the Bank to their current account using the mobile phone number communicated by the Client to the Bank. The Client confirms that they have personally communicated their telephone number to another Client of the Bank so that this individual may transfer funds to their current account using the communicated telephone number. The Client shall have the right to object to funds transferred by another Client via this telephone number being credited to their current account by contacting the Contact Centre of the Bank during a Video Consultation session and completing the identification process.

### **2.4. Introduction of amendments to the General Agreement**

2.4.1. All changes to the General Agreement and/or Tariffs, and/or Operational Regulations during the period of its validity shall be made by agreement of the Parties, which may occur in the following order: the Bank shall inform the Client of changes in the General Agreement and/or Operational Regulations 14 calendar days, and of changes in the Tariffs – 30 calendar days before the date of the implementation of changes by specifying information about changes in the account statement and/or by distributing information (messages) by means of the e-Banking system, and/or a software application (messenger), and/or by distributing information by mail, and/or by placing respective notices/changes in the General Agreement in the premises of the Bank's operational and/or cash departments (its offices), and/or subsequent posting of information on the Bank's website. If the Client does not submit written objections to the Bank before the date of the implementation of changes, changes shall be considered accepted. In case the Bank receives a written objection from the Client before the date of the implementation of changes, such objection shall be considered the Client's offer to early terminate the General Agreement. The date of termination of the General Agreement by the Parties shall be the date of execution by the Bank of the respective written consent to be sent to the Client. At the same time, in case the Client has a time deposit, the term of placement of which has not expired, and/or an overdraft established on the current account, which has not been repaid by the Client, termination of the General Agreement is possible after expiry of the term of placement of the Client's time deposit and/or his/her fulfilment of the obligations to repay the overdraft established on the current account.

2.4.2. A change in the term deposit interest rate, which does not apply to supplementary agreements of the General Contract on the Deposit Account Opening and Servicing concluded between the Bank and the Client and effective on the date of its introduction, shall be effective from the date this change is posted in the premises of the operational and/or cashier departments of the Bank (its branches), and subsequent posting on the Bank's Website, or as otherwise set forth herein. The Bank shall notify the Client of a change reducing the savings account interest

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rate 14 calendar days before its introduction. The Bank shall notify the Client of an increase in the savings account interest rate no less than 1 calendar day before the date of its introduction.

2.4.3. Amendments to the Master Agreement may also be made by the Parties by concluding a respective supplementary agreement on amendments to the Master Agreement. In this case, the amended terms shall become effective from the date the supplementary agreement hereto is signed and shall not be retroactive.

2.4.4. The Client undertakes to individually monitor the presence/absence of Bank proposals to amend this General Agreement by monitoring the branch customer service areas, where the current written version of the General Agreement can be found in the customer information files, and/or the Bank's website, where the current electronic version of the General Agreement is available online.

2.4.5. The Client has the right to waive certain services in their entirety or in part (an individual legal transaction) or to terminate legal relationships under this General Agreement in their entirety through an additional agreement on the termination of services made between the Parties, or by filing an application to terminate certain services, as stipulated in Applicable Law.

2.4.6. If the Client waives certain services in their entirety or in part (an individual legal transaction), or if the Bank terminates the provision of certain services in their entirety or in part (an individual legal transaction) on the grounds set forth in the General Agreement, then the General Agreement shall continue to maintain validity for the services which are still used by the Client.

### **2.5. Automatic renewal for a new term, suspension and termination of services, closure of accounts**

2.5.1. The Parties have agreed that all services rendered under the General Agreement on conditions of automatic renewal for a new term shall continue for the next term with no need to sign an additional agreement on the introduction of changes, provided that the Client pays for such services in accordance with the Fee Schedule valid at the time of such renewal. There are no restrictions as to the number of renewals.

2.5.2. The Bank may suspend any service in its entirety or in part and/or all services in their entirety within the framework of the General Agreement, if the Client fails to pay for services rendered by the Bank within two calendar months. In such cases, the Client's savings/current accounts will be closed and the Bank will send the Client an SMS message 14 prior to account closure.

2.5.3. The Parties have agreed that the absence of any movement of funds on the Client's current or savings account for more than 180 consecutive days (except for contractual debiting funds from such an account by the Bank or payment of commission fees) will be deemed to be a Client's offer to terminate the Bank Account Agreement. In this case, the Bank shall have the right to accept the Client's offer and close the Client's account without additional notification thereof. In these cases, the respective additional agreement on the account shall be deemed to have been terminated at the initiative of the Client from the date of closing the account by the Bank. The provisions referred to in this section shall be understood by the Client and the Bank as an application to close the account, and therefore the implementation of these provisions will be carried out without a separate application by the Client for the account to be closed.

2.5.4. Subject to the appropriate notice period – 14 days – the Bank may terminate the business relationship as a whole and terminate the provision of certain services (relevant transactions carried out under the terms of the General Agreement) at any time upon the expiry of 14 days from the date of the notice sent to the Client.

2.5.5. In case it is decided to close the Client's account as provided for by the Law of Ukraine “On Prevention and Counteraction to Legalisation (Laundering) of the Proceeds from Crime, Terrorist Financing, and Financing of Proliferation of Weapons of Mass Destruction”, the Bank shall send a notice to the Client at least one (1) day before such closing.

2.5.6. Business relations in general or a specific service may be terminated without due notification of the Client within the established time frames only when further business relations with the Client are impermissible for the Bank in accordance with the laws of Ukraine and/or by-laws of the Bank 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.

2.5.7. After closing the Client's account, the Bank shall retain such funds of the Client as were available in the Client's account at the time of its closure, without accruals and payment of fees to the Client for such retention. Taking into account the period of limitation/prescription, the Bank shall return the funds to the Client at the Client's first written request, subject to the provisions of the Operational Rules and Fee Schedules adopted by the Bank which are valid at the time of the Client's request. The Client agrees that the return of the funds by the Bank according to the above method after closing the account is the due fulfillment of the Bank's obligations to refund money to the Client after closing the account. The Client authorises the Bank to deduct the sum of expenses related to such return from the amount of funds to be returned.

2.5.8. The Bank shall be entitled to close the Client's account in the presence of the grounds stipulated by Article 69 of the Tax Code of Ukraine. In such cases, the balance of funds on the Client's account shall be returned to that Client.

2.5.9. Termination of individual banking services, i.e. termination of an additional agreement entered into within the framework of the General Agreement, does not make it necessary to terminate the General Agreement in its entirety.

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**2.6. Client identification and verification**

2.6.1. As a precondition for entering into the General Agreement on the provision of services to the Client or making any transaction, the Client shall submit documents that enable the Bank to verify the identity of the Client as well as a written specimen signature.

2.6.2. In case the Client opens an account during the remote establishment of business relations, the sample of his/her signature in the identification document received by the Bank, certified by a qualified electronic seal of the State Enterprise “Diia” with a relevant qualified electronic time stamp during its verification and/or from the original identification document presented by him/her at the Bank’s office, shall be considered a sample of his/her signature.

2.6.3. If an authorised person acts on behalf of the Client, in the cases provided by law, the Bank must be provided with documents that allow identifying and verifying the person (persons) authorised to represent the Client when performing banking transactions, and a sample of this person’s signature. The authorised person’s signature shall remain valid regardless of discrepancies with the signatures in any other documents submitted to the Bank until the Bank receives a written notification from the Client about the revocation of such powers or duly executed documents with a sample signature of new authorised persons. The Client’s written message must be signed by it, with its signature being certified by the signature of the Bank’s chief or its authorised person and an imprint of the Bank’s seal or notarised.

2.6.4. When providing services, including remote banking services and withdrawal of payment documents, the Bank may use a password to verify the Client’s identity. The password and/or other personal information which the Client provides to the Bank for this purpose must have been provided by the Client in writing to the Bank. The Client shall be informed that he or she is not obliged to give his or her password or other identification details to any person calling the Client’s telephone number and requesting disclosure of such details, even if such person has introduced himself or herself as a representative of the Bank. Such calls constitute an attempt by third parties to gain unauthorised access to the Client’s identification details. In the event of unauthorised access by third parties, the Bank shall not be held liable for the consequences of such unauthorised access, including disclosure of information, initiation of transactions on accounts and/or non-execution of payment documents withdrawn, unless the Client proves that they have duly fulfilled all obligations under this General Agreement. The Client hereby agrees that any information furnished via telephone to a person providing the correct password shall be deemed to have been delivered to the Client at his or her request and with his or her authorisation. The Client represents and warrants that a person who has provided the correct password is the person authorised by the Client. To protect the interests of the Client, the Bank may suspend services and banking transactions of the Client until the Bank is in receipt of documents which duly, legibly and explicitly confirm rights and powers of the Client and/or the Client’s representatives.

2.6.5. In addition to the Client, a person whose authorisation to represent the Client has been documented to the Bank’s satisfaction may use the funds in the Client’s account. The Bank is entitled to request that the Client carry out any given transaction personally. The Bank is not obliged to accept any document that does not confirm the right of representation legibly and explicitly. Documents confirming the right of representation must be prepared in accordance with the requirements established in the Applicable Law and by the Bank. The Bank may require notarisation of documents which are created outside the Bank and used to confirm the right of representation.

2.6.6. If the Bank becomes aware of changes in the composition of persons authorised to represent the Client in carrying out banking transactions, the Bank may suspend services and require documents confirming such authorisation.

2.6.7. The Client shall submit original documents to the Bank as well as notarised copies if required by Applicable Law or by the Bank. The Bank may make a copy of any document submitted to the Bank or retain the original, if necessary. The Client shall be entitled to present to the authorised employee of the Bank their epassport/e-passport for travelling abroad/e-birth certificate/data on the registration number of the taxpayer’s record card on electronic media whose specifications support the use of the Diia mobile application.

2.6.8. The Client shall submit original documents to the Bank and, as required by the legislation or the Bank, notarised copies of documents. The Bank is entitled to make a copy of a document submitted to the Bank or, if necessary, to keep the original document. The Client is entitled to present to an authorised employee of the Bank an e-passport/e-passport for travelling abroad/e-birth certificate/data on the registration number of the taxpayer’s card certified by a qualified electronic seal of the State Enterprise “Diia” with a relevant qualified electronic time stamp corresponding to the date of verification of the Client by the bank.

2.6.9. The Bank may demand that documents in foreign languages be translated into Ukrainian or any other language, if required by Applicable Law. Translations must be notarised. The Bank does not reimburse expenses related to legalisation, apostillation, certification and translation of documents.

2.6.10. Should the Client submit a document that does not meet the requirements of the Bank, or doubts arise as to its accuracy or authenticity, the Bank may suspend services, refuse to carry out the Client’s instructions and demand that additional documents be submitted.

2.6.11. The Bank shall be entitled to request, and the Client and/or the Client’s Authorised Representative shall be obliged to provide at the request of the Bank: information and/or documents in compliance with the requirements of the effective laws of Ukraine, terms set out in the General Terms and Conditions, the Bank’s internal documents, governing the issues of Financial Monitoring, including the requirements of FATCA.

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2.6.12. Should the Client fail to provide necessary documents or information or deliberate provision of nonveracious data, the Bank shall have the right to refuse to provide services to the Client, to carry out a bank transaction for the Client, open a bank account, issue a payment card or render any other services to the Client.

2.6.13. If the Client or the Client's Authorised Representative failed to provide required information for FATCA-identification, or it was established during the FATCA-identification that the information provided to the Bank was non-veracious, Bank shall have the right to perform the below actions in order to comply with the requirements of FATCA:

2.6.13.1. to resort to contractual writing off the funds from the Client's accounts, for the purpose of withholding the “penalty” tax (withholding);

2.6.13.2. to close all or some of the Client's accounts and/or to reject provision of services or a certain service and/or conducting transactions under the Client's accounts or to suspend (for a certain period of time) transactions thereunder.

2.6.14. The Bank bears no liability before the Client, the Client's Authorised Representatives, its counterparties for any withholdings, sanctions, limitations and other negative consequences with respect to the accounts, monetary resources and transactions under the accounts, if such consequences are related to compliance with the requirements of FATCA by the Internal Revenue Service of the USA (IRS), , as well as for any losses, moral damage and/non-received income, arising out of such consequences.

2.6.15. By concluding any supplemental agreement on opening an account with the Bank and during any period of the Client's account service by the Bank, the Client shall furnish the Bank with necessary data for due diligence of financial accounts in accordance with the Common Reporting Standard for the purposes of the MCAA CRS. In case the data that have been furnished before change, or the Bank's corresponding request is received, the Client shall update such data within thirty (30) days upon the change or receipt of the Bank's request. In case the Client's fails to furnish such data or furnishes unreliable data, the Client shall compensate the Bank for the losses resulting from its actions. The Bank shall not be liable for erroneous reporting on the Client's financial accounts that has resulted from the Client's failure to provide or improper provision of necessary data for due diligence of financial accounts by the Bank in accordance with the Common Reporting Standard.

### **2.7. Notification of changes**

2.7.1. The Client shall inform the Bank in writing within five calendar days of all events that may have an impact on the business relationship or which affect or may affect the fulfilment of obligations by the Bank or the Client, including changes in the Client's name or address, telephone number, authorisation of a different representative, and changes in identification documents, etc.

2.7.2. The Client is responsible for notifying the Bank in writing and providing a new specimen signature should change in the powers of the Client or his or her representatives take place and as otherwise required by Applicable Law.

2.7.3. Should the Client fail to fulfil the abovementioned obligations, the Bank shall regard the information it has on file as correct and shall not be held liable or responsible, vis-a-vis the Client or Third Parties, for any losses incurred due to the Client's non-fulfilment of the obligation to notify the Bank of changes. At the same time, the Client guarantees to reimburse the Bank for any loss or damage incurred by the Bank due to the Client's nonfulfilment of obligations to notify the Bank of changes and to provide specimen signatures.

2.7.4. In the event of changes in the Client's identification data, such as full name, individual taxpayer identification number, official and/or residential address, or telephone number, the Client shall enter the respective amendments on the Client Questionnaire, sign it and submit it to the Bank. The amended identification data shall be automatically applied to and used in all additional agreements to the General Agreement already in force.

### **2.8 Payment Transactions Execution**

2.8.1. The payment transaction shall be initiated after the payment instruction is provided by the Client to the Bank, or by the BPC Holder to the relevant payment system participant, or where the BPC Holder uses the BPC. A payment transaction shall be considered accepted after the Client/BPC Holder has given their consent to its execution.

2.8.2. By signing each separate payment instruction/confirming it (electronically or manually), the Client/BPC Holder hereby give the Bank their consent to execute each payment transaction initiated by submission of this payment instruction or BPC use, respectively. The Client's/BPC Holder payment transactions performed by the Bank before the date of entry into force of this version of the General Contract shall be deemed agreed by the Client/BPC Holder and cannot be recognised as non-accepted payment transactions on these grounds.

2.8.3. The Client's consent to execution of payment instructions may also be contained in this General Agreement and/or additional agreement(s) hereto, and/or in other agreements entered into by and between the Parties, including with the third parties' participation, regardless the date thereof.

2.8.4. During the execution of the initiated transfer of funds in the e-Banking system until they are debited from the Client's account, the Client may recall the payment instruction, subject to agreement with the Bank, by independently cancelling it in the e-Banking system or by contacting the Bank's Contact Centre or the Bank by

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Video Consultation, and during the transfer of funds at the Bank's office, by providing a paper order to recall the payment instruction drawn up in accordance with the Bank's form.

2.8.5. The Client may also recall the payment instruction before the value date, provided the Bank is given an electronic order to recall the payment instruction by means of e-Banking, or by contacting the Bank's Contact Centre, or by providing a paper order to recall the payment instruction at the Bank's office before close of business, which precedes the value date.

2.8.6. After funds debiting from the Client's account, the value date of the payment instruction coming, the emergence of the Client's monetary obligation to the Bank or the third party if stipulated by the agreement entered into by and between the Parties, or existence of the Client's debt to the Bank, including unauthorized ones, the Client cannot recall the payment instruction and their consent to execution of the payment transaction, except for the cases provided for in Sub-clauses 2.8.4–2.8.5 of the General Agreement. The Client cannot recall such a payment instruction and such a consent.

2.8.7. The Bank shall inform the Client of the receipt of a payment transaction request, whereunder the Client shall make an appropriate decision regarding the execution of such request. In case of consent to the execution of the payment transaction, the Client shall independently create a payment instruction for the execution of the request. The Client may ignore the request and not make a payment transaction since the request is not mandatory.

2.8.8. The irrevocability of the payment instruction and the BPC Holder's consent to perform the payment transaction, if the payment transaction is performed using the BPC, shall occur after the BPC Holder confirms the payment instruction.

2.8.9. In order to determine the status of the payment transaction successfully executed by the Client, and provided the funds are debited from the payer's account and the beneficiary informed of the non-receipt of funds for the payment transaction, the Client may initiate a request by submitting a statement. Based on the results of the investigation, the beneficiary bank shall provide a response indicating the status of the execution of the payment instruction.

### **2.9. Execution of remittance documents and payment orders**

2.9.1. The Client shall ensure that instructions, applications, notices and payment orders which are submitted to the Bank are accurate and contain reliable information.

2.9.2. The Client shall provide documents for the transfer of funds, orders and payment instructions using the e-Banking system in the form established by the Bank, or in the cases provided for in the Tariffs, in paper form, in the number of copies as provided for by the legislation, in the original.

2.9.3. Any special instructions and references as to details of payment contained in the payment orders shall be treated as being addressed solely to a beneficiary.

2.9.4. The Client shall fill in all mandatory details in the documents for transfers of funds, orders, and payment orders. The Client shall be responsible for the correctness of the details they provide. The Bank shall not be responsible for confirming the correctness of the Client's name, account number or any other information in the order. The Bank is also not responsible for errors made by the Client in the process of indicating the mobile phone number of another Client of the Bank in the Mobile Application for the purpose of effecting the transfer of funds to their current account. 2.8.5. To ensure information security, details such as “recipient”, “recipient code”, “recipient's account” will be partially encrypted in the payment order generated by the Client in the e-Banking platform for the transfer of funds to the current account of another Client of the Bank using the mobile phone number of the recipient Client. Should the Bank receive a relevant court decision, request or instruction from a state authority, as otherwise provided for by the laws of Ukraine, the Bank shall provide a payment order for transfer of funds from the Client's current account to the current account of another Client of the Bank performed by using the recipient's mobile phone number with indication of all details of said transfer (without partial encryption thereof).

2.9.6. The Bank has the right to correct errors in debiting funds from/crediting funds to the Client's account at any time, and shall notify the Client following any such corrections.

2.9.7. The date of the execution of the order, the funds transfer document and the payment order is considered to be the day on which the Bank receives the document, provided that the document is received during the Bank's Operating Time as established in the Operating Regulations. If the order, the funds transfer document or the payment order is not received within the Bank's Operating Time, it shall be executed in accordance with the terms and conditions of the Operating Regulations.

2.9.8 The Bank may suspend fulfilment of the order, document on the transfer of funds and bank transfer order of the Client as well as delay the crediting of funds of the transfer to the Client's account until the Client provides additional information/documents on the transfer if said transfer is subject to additional verification in accordance with the Law of Ukraine “On Preventing and Fighting Money-Laundering, Financing of Terrorism and Financing of Proliferation of Weapons of Mass Destruction” and the Bank's by-laws developed in pursuance thereof, for at most two Operation Days for internal bank transfers and three Operation Days for inter-bank transfers. The funds of said transfer shall be an incomplete transfer until they are credited to the payee's account or disbursed to the payee in cash. Should the Client fail to furnish the information/documents on the transfer requested by the Bank, and as provided for by the Law of Ukraine “On Preventing and Fighting Money-Laundering, Financing of Terrorism and

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Financing of Proliferation of Weapons of Mass Destruction”, the Bank may dismiss the suspended transfer and return the funds that have not been credited to the Client’s account to the payer

### **2.10. Processing of foreign currency-denominated remittance documents**

2.10.1. The Bank shall accept from the Clients for fulfilment foreign currency payment orders, requests for sale/purchase of foreign currency on the foreign exchange market, and requests for online sale/purchase/exchange of foreign currency with the currency concurrently credited to the Client’s account.

2.10.2. The Bank shall fulfil foreign currency payment orders and requests for sale/purchase of foreign currency on the foreign exchange market provided that:

2.10.2.1. The Client has furnished the Bank with all the necessary documents in accordance with the laws and by-laws of the Bank;

2.10.2.2. Following verification of such documents, the Bank has made sure that the Client has legal grounds to carry out foreign exchange transactions.

2.10.3. The Bank shall sell/purchase/exchange a foreign currency without confirmation documents furnished by the Client, with a foreign currency concurrently credited to the Client’s account (hereinafter – the online sale/purchase/exchange of a foreign currency).

2.10.3.1. The online sale/purchase/exchange of a foreign currency shall be carried out by the Bank provided that:

- The amount of the online sale/purchase/exchange of a foreign currency within a calendar day does not exceed the limit for such transactions established by the law and Operational Rules;
- There are sufficient funds on the Client’s accounts to carry out the online sale/purchase/exchange of a foreign currency and cover the necessary expenses and commission fees of the Bank;
- The Bank has no grounds to reject the online sale/purchase/exchange of a foreign currency as provided for by the applicable laws and General Agreement;
- The Bank is technically and financially capable of the online sale/purchase/exchange of a foreign currency.

2.10.3.2. For the online sale/purchase/exchange of a foreign currency to be carried out, the Client shall draw up the request for sale/purchase/exchange of a foreign currency in the e-Banking system or Mobile Application, and such request is fulfilled by the Bank at the effective exchange rate/cross rate for the online sale/purchase/exchange of a foreign currency as of the time when the funds are debited from the Client’s account. Information on the exchange rate/cross rate for the online sale/purchase/exchange of a foreign currency is shown online in the e-Banking system or Mobile Application.

2.10.3.3. The Bank may change the exchange rate/cross rate for the online sale/purchase/exchange of a foreign currency at its own discretion during the calendar day and reduce the limit for the online sale/purchase/exchange of a foreign currency or suspend transactions of the online sale/purchase/exchange of a foreign currency if the foreign exchange the market conditions and economic or political situation in the country change considerably and may affect the Bank’s ability to duly carry out foreign currency transactions for an indefinite number of the Clients. The Bank shall inform the Clients of such changes, reductions and amendments by publishing the corresponding information in the e-Banking system or Mobile Application online.

2.10.4. The Client may withdraw a foreign currency payment order, a request for sale/purchase of a foreign currency on the foreign exchange market, as well as a request for the online sale/purchase/exchange of a foreign currency. Such withdrawal shall only be possible in the full amount and before the value date of the foreign currency payment order or the request for the sale/purchase/exchange of a foreign currency on the foreign exchange market – by the end of the banking day before the day of the Bank’s participation in trading on the Ukrainian foreign exchange market by order of the Client for the online sale/purchase/exchange of a foreign currency and before the funds are debited from the Client’s account.

2.10.5. To revoke a payment order in a foreign currency or applications for the purchase/sale/exchange of foreign currency, the Client shall cancel the payment order/application using the e-Banking system, or Video Consultation, or shall contact the Bank’s Contact Centre.

2.10.6. The Client shall compensate the Bank for the expenses associated with the withdrawal of the foreign currency payment or the request for sale/purchase of a foreign currency on the foreign exchange market as well as those associated with the request for the online sale/purchase/exchange of a foreign currency.

2.10.7. If the beneficiary account in a foreign currency-denominated payment order is indicated as IBAN, while processing of the payment order the payer’s account is also indicated as IBAN.

2.10.8. The Bank may enter into contracts with third-parties to fulfil the Client’s requests for sale/purchase of a foreign currency on the foreign exchange market as well as requests for the online sale/purchase/exchange of a foreign currency. The Bank is not obliged to notify the Client of such contracts.

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### **2.11. Mandatory state pension insurance**

2.11.1. When purchasing/selling non-cash foreign currency on behalf, at the expense and upon instruction of the Client, the Bank shall charge, deduct and pay the mandatory state pension insurance fee in accordance with Applicable Law.

2.11.2 In the application for purchase of foreign currency, the Client is obliged to authorise the Bank to deduct and transfer the mandatory state pension insurance fee in the amount stipulated by Applicable Law.

### **2.12. Insufficient funds**

2.12.1. If the amount on the Client's current account is insufficient to make payments and withhold commission fees, the payment instruction and request for sale/purchase of foreign currency shall be returned to the Client without execution. The Bank shall not be liable for non-execution of the order, cash transfer document and payment instruction due to insufficiency of the amount on the Client's account.

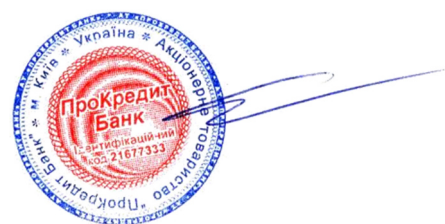
2.12.2. The Bank does not carry out compulsory direct debits from the Client's account within the overdraft limit.

### **2.13. Issuance of periodic account statements**

2.13.1. Unless otherwise agreed, the Bank will issue a statement of account upon request of the Client no later than on the business day that follows the date when the Bank is in receipt of a request from the Client. The date of the account statement shall be the date when the statement is generated.

2.13.2. The Client shall receive a current account statement at least once a month using the e-Banking system or by contacting a Bank branch.

2.13.3. The Bank shall certify the statement by means of a facsimile reproduction of the Bank's seal and an analogue of the personal signature of the authorised person of the Bank using mechanical copying devices or a date stamp with the date of its compilation. At the same time, the Parties shall agree on the following model of an analogue of the personal signature of the authorised person of the Bank and the Bank's seal to be used by the Bank to certify account statements:



2.13.4. The Bank shall use the facsimile reproduction using mechanical copying devices of an analogue of the personal signature of the authorised person of the Bank and the Bank's seal, the samples of which are given above, also to sign account statements, account numbers, account balances, account transactions, presence or absence of executed agreements between the Bank and the Client, presence or absence of any debt of the Client to the Bank, its amount, etc., messages, approvals and other documents related to loan agreements and security agreements and provided by the Bank at the Client's request, exclusively in electronic form via the e-Banking system. In addition, such sample of the facsimile reproduction using mechanical copying devices of an analogue of the personal signature of the authorised person of the Bank and the Bank's seal shall be used for execution by the Bank of additional agreements to the General Agreement on the provision of a basic package of services, additional agreements to the General Agreement on the provision of deposit accounts opening and maintenance services, additional agreements to the General Agreement on the provision of savings accounts opening and maintenance services concluded by means of the e-Banking system, Mobile App or other means of remote communication.

2.13.5. To ensure information security, in an account statement generated by the Client in e-Banking for the transfer of funds made to the current account of another Client of the Bank using the mobile phone number of the recipient Client, the recipient's details shall contain the mobile phone number of the recipient Client used for the transfer. Details of the statement of the current account of the Client who received a transfer of funds from another Client of the Bank using the mobile phone number of the recipient Client shall be indicated in full (without partial encryption thereof).

2.13.6. Should the Bank receive a relevant court decision, request or instruction from a state authority, as otherwise provided for by the laws of Ukraine, the Bank shall issue a statement of transfer of funds from the Client's current account to the current account of another Client of the Bank performed by using the recipient's mobile phone number with indication of all details of said transfer (without partial encryption thereof).

### **2.14. Obligation to verify statements of account, raising objections**

2.14.1. Upon receipt of the statement of current/card account from the Bank, the Client is obliged to immediately verify the data contained therein. In addition, the Client is obliged to monitor the accuracy of execution of his or her instructions or instructions given on his or her behalf. Should any errors or omissions be detected, the Client shall immediately inform the Bank thereof.

2.14.2. Any objections as to the incorrect or incomplete information in the statements of accounts must be submitted to the Bank within 15 days upon the Client's receipt of the statement. Failure to receive the statement (avoidance of receipt) and/or failure to submit objections during the specified period shall be deemed to be the Client's consent with the cash flow on the current account and/or with the statement of account. The Client undertakes, before 1 February of the current year, to confirm in writing the balance on his current account as of 1 January of the current year on an annual basis. If the Bank does not receive the Client's written confirmation of the balance within the term provided for by this clause of the General Agreement, the balance on the account as of 1 January of the current year shall be deemed to be confirmed by the Client.

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2.14.3. The Client undertakes to inform the Bank in the event that an amount not belonging to the Client has been erroneously credited to the Client's account, and to immediately provide the Bank with a payment order to transfer such amount to the sender or proper recipient. Should the Client receive notification of an erroneously credited amount from the Bank, the Client shall provide the Bank with a payment order to transfer such amount to the sender or proper recipient within three days from the date of notification.

### **2.15. Direct debit**

2.15.1. To cancel all financial obligations of the Client in accordance with the requirements of FATCA and/or all liabilities towards the Bank incurred by the Client as an individual or as an entrepreneur, including obligations under this General Agreement, including but not limited to: commissions and fees for the services rendered to the Client, for unauthorized overdrafts, and for overdrafts, including the liquidation of the overdraft used and payment of the accrued interest for overdraft use, the Client irrevocably authorizes the Bank to debit the amount available at the time of such cancellation of the financial obligations from all the Client's accounts with the Bank (current, card and deposit), the details of which are indicated or will be indicated in the agreements on the basis of which future bank accounts will be opened for the Client. If the Client has obligations as an individual or as an entrepreneur, the direct debit transfer to repay such obligations may be performed from the accounts opened for the Client as an individual or a natural person-entrepreneur.

2.15.2. In cases stipulated by this General Agreement, the Bank shall have the right (in order to comply with the requirements of FATCA concerning direct debit transfers) to debit funds from the Client's accounts in order to withhold tax on the amount of transfers of the Client in the sum specified by FATCA, which shall be transferred to the accounts of the Internal Revenue Service (IRS) in the manner and terms defined by FATCA.

2.15.3. Should funds in the Client's accounts be not sufficient to cover his or her financial obligations in a given currency, the Client shall irrevocably authorise the Bank to carry out direct debiting on his or her behalf and to purchase the required currency with the Bank itself or on the interbank foreign exchange market of Ukraine, at the expense of currency available in the Client's accounts, and to use such currency to discharge the Client's financial obligations. To make a transaction on the interbank foreign exchange market of Ukraine, the Client shall authorise the Bank to:

2.15.3.1. directly debit the currency available in the Client's accounts in an amount equivalent to the Client's financial obligations which have fallen due at the purchasing/selling rate of exchange for the respective currency forecast by the Bank for the time of debiting;

2.15.3.2. purchase/sell currency on the interbank foreign exchange market of Ukraine at the rate established by the Bank and to credit the currency so obtained to the account of the Client or to a transit account from which successive direct debiting shall be carried out to discharge the Client's financial obligations;

2.15.3.3. pay on behalf of the Client by directly debiting the amount due for obligatory charges for currency purchasing/selling transactions, commission/fees of the Bank and of other banks for currency purchasing/selling transactions pursuant to the Fee Schedule, and other charges incurred due to this transaction;

2.15.3.4. carry out direct debiting of funds in the amount of the Client's existing financial obligations in favour of the Bank;

2.15.3.5. sell the currency purchased on the interbank foreign exchange market of Ukraine, if such currency has not been used to discharge financial obligations to the Bank within the legal time limit and in accordance with the applicable procedure.

2.15.4. The Bank and the Client shall view the provisions set forth in this section as an application for the purchase/sale of foreign currency. Therefore, these provisions shall be implemented without the Client having to submit a separate application or other additional documents for the purchase/sale of foreign currency. If the required currency is to be purchased from the Bank itself, such currency purchases shall be carried out at the rate of exchange established by the National Bank of Ukraine for the respective currency.

2.15.5. When the execution of direct debit from a Client account to the Bank's account is subject to restrictions due to the operating mode of a Client account or due to other limitations imposed by Applicable Law, the Bank may, upon authorisation of the Client, first transfer the funds by direct debit from such account to any other account which belongs to the Client and which has been opened for the Client as a natural person and/or as a business entity, and subsequently have the funds directly debited in favour of the Bank.

2.15.6. Any payment transactions for contractual debit transfers from the Client's accounts shall be considered as those for which irrevocable consent has been given by the Client to the Bank from the date of application of this General Contract to the Client, regardless of the date of signing such contracts or other documents, stipulating such contractual debit transfers. After the emergence of the Client's monetary obligation to the Bank or the third party if stipulated by the agreement entered into by and between the Parties, or existence of the Client's debt to the Bank, including unauthorised ones, the Client cannot recall the payment instruction and their consent to execution of the payment transaction for direct debit transfer until such obligation is discharged in full.

### **2.16. Rights and obligations of the Parties**

2.16.1. The Bank shall have the right to:

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2.16.1.1. Request from the Client additional information and documents on transactions involving the funds, information and documents necessary to identify the Client, the core of its operations, financial standing, perform the primary subject financial monitoring functions, currency supervision, etc. in accordance with the Bank's requirements and effective laws of Ukraine.

2.16.1.2. not process the Client's payment documents and instructions if any errors or omissions are detected in the payment details or if they are completed in a manner which violates Applicable Law of Ukraine, if the Client refuses to provide, or provides an incomplete package of, the documents/payment details required by the Bank;

2.16.1.3. not accept and not carry out the Client's instruction to effect a transaction, and to not debit funds to his/her account where such instruction/debiting is contrary to or prohibited by the applicable laws of Ukraine;

2.16.1.4. obtain payment from the Client for the services rendered in accordance with the provisions of the General Agreement;

2.16.1.5. make amendments to the applicable Fee Schedule, Operations Schedule and the General Agreement as set forth in this General Agreement;

2.16.1.6. send to the home, work, e-mail addresses and/or telephone numbers, including the mobile telephone and fax numbers specified by the Client in the Questionnaire, messages of an informational nature, including those on new Tariffs, expiration of the BPC, those that convey that the identification document has expired or is no longer valid or that the Client's data needs to be updated, messages on service restrictions by the Bank, new products and service offers, the amount due for the Client's loans, past-due debts, etc.; by signing the Application and/or Questionnaire, the Client gives their consent to the actions specified in this Clause;

2.16.1.7. deny the Client's request to withdraw cash in the cash office of the Bank's Branch, including denial based on the relevant internal documents of the Bank;

2.16.1.8. Refuse to establish (maintain) business relations (including by terminating business relations) or perform a financial transaction in cases set forth by the Law of Ukraine “On Prevention and Counteraction of Legalisation (Laundering) of Proceeds Obtained Through Crime, Financing of Terrorism and Financing of the WMD Proliferation” and the Law of Ukraine “On Banks and Banking”, as well as in cases where the Client fails to provide the information necessary for proper verification of the Client's compliance with the requirements of the Resolution of the National Bank of Ukraine No. 26 dated 16/03/2023 “On Disclosure of Information On Clients' Relations with the State, Waging a Military Conflict Against Ukraine” or data for the Bank to perform due diligence of financial accounts in accordance with the CRS General Reporting Standard for the purposes of the CRS Multilateral Agreement.

2.16.1.9. Suspend a financial transaction in cases set forth by the Law of Ukraine “On Prevention and Counteraction of Legalisation (Laundering) of Proceeds Obtained Through Crime, Financing of Terrorism and Financing of the WMD Proliferation”, as well as in cases the Client fails to provide the information necessary for proper verification of the Client's compliance with the requirements of the Resolution of the National Bank of Ukraine No. 26 dated 16/03/2023 “On Disclosure of Information On Clients' Relations with the State, Waging a Military Conflict Against Ukraine” or data for the Bank to perform due diligence of financial accounts in accordance with the CRS General Reporting Standard for the purposes of the CRS Multilateral Agreement.

2.16.1.10. refuse to provide all or any services to the Client, including signing agreements, opening accounts, issuing BPC, providing access to the e-Banking system, providing all or any services in the e-Banking system or other services to the Client and suspending all or any banking transactions on the Client's accounts and/or blocking BPC, etc. if the identification document has expired or is no longer valid, or the Client fails to provide the necessary documents or information, including after changes concerning the Client, updated questionnaire in the process of updating Client data, or deliberate submission of false information until the grounds for said refusal or suspension are eliminated;

2.16.1.11. act as a tax agent under the terms of the current legislation.

2.16.2. The Client has the right to:

2.16.2.1. transact on accounts based on remittance documents, including those generated and submitted to the Bank via electronic and software systems, with such remittance documents being confirmed by special means that verify the Client's identity when making transactions;

2.16.2.2. authorise other persons to operate accounts in accordance with a procedure prescribed by Applicable Law of Ukraine;

2.16.2.3. obtain information regarding accounts, including by means of remote banking services;

2.16.2.4. to receive an account statement/payment order for transfer of funds from their current account to the current account of another Client of the Bank using the mobile phone number of the recipient Client, indicating all the details of said transfer, provided that the Bank has received written permission from the recipient Client;

2.16.2.5. contact the Bank's Contact Centre or use the Video Consultation service on the provision and maintenance of banking products.

2.16.3. The Bank undertakes to:

2.16.3.1. credit funds to the accounts within two (2) Operation Days upon receipt thereof by the Bank unless another date is specified by the payer (settlement date), or if the transaction is subject to additional checks;

2.16.3.2. carry out the Client's instructions for the transfer of funds and/or their withdrawal from accounts, as well as carry out other operations in accordance with a procedure prescribed by Applicable Law of Ukraine;

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2.16.3.3. inform the Client of amendments to the General Agreement and/or the Fee Schedule and/or the Operations Schedule of the Bank in the manner prescribed the General Agreement;

2.16.3.4. consult the Client on issues relating to the application of banking legislation and the procedure for settlements;

2.16.3.5. carry out other instructions of the Client in accordance with the General Agreement;

2.16.3.6. not disclose the Client's mobile telephone number to Third Parties, unless otherwise provided by the General Agreement in terms of disclosure of banking secrecy and personal data of the Client.

2.16.4. The Client undertakes to:

2.16.4.1. not use the accounts opened under the General Agreement to carry out transactions related to business or independent professional activities;

2.16.4.2. provide accurate personal data when filling in the Application and/or the Questionnaire, including, without exception, contact telephone numbers (home, business, mobile), if any, and/or fax number and email;

2.16.4.3. notify the Bank within five days of any changes in details, including personal data that have been furnished to the Bank for the purpose of client identification, with respective documents being furnished to the Bank, including identification documents, address of permanent residence/stay/registration, contact telephone numbers, email address;

2.16.4.4. provide the Bank, upon request, with additional information and documents relating to transactions on accounts, as prescribed by Applicable Law and this General Agreement;

2.16.4.5. inform the Bank in writing of any existing encumbrance of property rights to the money placed on the account within the period set by the Law of Ukraine “On Securing Creditors’ Claims and Registration of Encumbrances”, in particular, within five (5) calendar days from the date of the deed giving rise to such encumbrance;

2.16.4.6. Independently monitor and get familiar with amendments and supplements to the Master Agreement, Tariffs and Operational Regulations, which the Bank shall inform about in the manner set forth herein.

2.16.4.7. fulfil other obligations under the General Agreement.

### **2.17. Liability of the Parties**

2.17.1. The Parties shall be held liable for improper fulfilment of their obligations in accordance with the requirements of the Applicable Law of Ukraine, the provisions of the General Agreement and transactions on the provision of banking services entered into within the framework thereof.

2.17.2. The Parties have agreed that in cases of application of liability, the cost of the Bank's services is set in the amount of the commission fee for the respective service. Where the relevant service is included in the list of the services paid for by the Client on a monthly basis, the cost of the Bank's services shall be the amount of payment (commission fee) for the month in which the service is provided.

2.17.3. The Bank guarantees confidentiality of bank accounts and transactions on accounts of its Clients in accordance with the Applicable Law of Ukraine.

2.17.4. The Parties shall be released from liability for partial or complete non-fulfilment of any of the provisions of the General Agreement if this non-fulfilment has resulted from causes beyond control of the Party in default. Such cases include without limitation acts of God, extreme weather conditions, fire, war, strikes, hostilities, civil unrest, etc. (hereinafter “force majeure”). Force majeure for the Bank also means the actions, requests or restrictions imposed by the public authorities, including the National Bank of Ukraine, restrictions set by the court, etc. The period of release from liability shall start from occurrence of the force majeure event and end when the circumstances become normalised, which has to be certified by the respective documents issued by the Ukrainian Chamber of Commerce and Industry to be provided by the Party affected by force majeure to the other Party. Force majeure automatically prolongs duration of obligations for the entire period of its existence. The Parties shall notify each other of the occurrence and impact of the force majeure circumstances immediately, but in any case within five business days of the occurrence thereof. Failure to notify or untimely notification or improper notification of the force majeure circumstances shall deprive the Party affected by the force majeure of the right to refer to such circumstances as a basis for being released from liability. If these circumstances continue to exist for more than six months, each of the Parties shall have the right to withdraw from its obligations under this General Agreement; in this case, neither of the Parties will have the right to claim indemnification for possible losses from the other Party, but the obligation shall be fulfilled in kind in any case, including returning to the Bank the portion of the borrowed funds that has remained unpaid and payment of the interest on said funds as well as other fees. The Parties shall not be released from liability for untimely fulfilment of their obligations if the force majeure circumstances occurred at a point when their obligation was already overdue.

2.17.5. The Bank shall also not be held liable for failure to fulfil, in whole or in part, any of the provisions of the General Agreement if such non-fulfilment has resulted from circumstances beyond the Bank's control, such as acts of public authorities and/or the National Bank of Ukraine, energy supply problems, telecommunications failures, strikes or actions of Third Parties rendering services to the Bank.

2.17.6. Unless otherwise agreed between the Parties, in the event of late payment for services rendered by the Bank, the Client shall pay a fine at the rate of 0.25% of the overdue amount for each day of delay, but not less than a double discount rate of the National Bank of Ukraine in effect during the period for which the fine is paid.

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The fine shall be directly debited from the Client's current account. Upon the Bank's request, the Client shall transfer the fine to the account indicated by the Bank.

### **2.18. Dispute resolution**

2.18.1. All disputes and/or disagreements arising between the Parties in connection with performance or termination of the General Agreement/individual services shall be settled by mutual consultations and negotiations between the Parties.

2.18.2. Should the Parties fail to resolve a dispute through negotiations, such dispute shall be referred to court. In addition, if an alien or a stateless individual is one of the Parties to this General Agreement, Substantive and Procedural Law of Ukraine shall apply to the resolution of the dispute.

### **2.19. Payment methods and procedure**

2.19.1. By entering into an Additional Agreement to the General Agreement on the Provision of a Basic Package of Services, the Client shall determine the type of a BPC to be issued by the Bank to the current account from the basic package of services and as provided for in the Tariffs.

2.19.2. The Client shall pay commissions and fees to the Bank for the provision of services, the amount of which is established by the Tariffs in accordance with the type of a BPC to the current account determined by the Client and the type of services received by the Client. Unless otherwise provided for in the Tariffs, the Tariffs set in US dollars shall apply to the Client's transactions in US dollars. The Tariffs set in euro shall apply to the Client's transactions in all currencies other than US dollars. Tariffs for the issue and maintenance of BPCs set in a foreign currency shall be paid in UAH at the exchange rate of the National Bank of Ukraine of UAH to the respective foreign currency on the date of their payment.

2.19.3. The monthly current account maintenance fee shall be charged on the last calendar day of the month for each current account. No fee shall be charged for the month of opening a current account.

2.19.4. The Client and the Bank may agree on the size of commissions and fees for providing services to the Client different from those provided for in the Tariffs. In case the Bank and the Client agree on individual conditions for the payment of commissions and/or fees, such conditions shall prevail over the established size of commissions and/or fees determined by the Tariffs. The Client also undertakes to pay, including compensate the Bank for the services of third parties (correspondent banks, payment systems, etc.) provided by them when performing the Client's transactions.

2.19.5. The Bank is entitled to receive an additional fee for services not directly provided for in the Tariffs, but requiring the Bank's expenses.

2.19.6. Fees for services provided, commissions and other charges shall be paid by the Client in UAH or reimbursed in the account currency in the cases determined by the Bank. Third-party services shall be paid and/or reimbursed in the currency specified by such parties.

2.19.7. The Client may, on its own initiative, change the type of BPC issued to its current account to another one provided for by the Rates, with increased or decreased service limits. In this case, a change to a reduced service limit is possible no more than twice per calendar year. The Client shall initiate a change in the BPC type issued to the Client's current account by submitting a respective request to the Bank through the e-Banking system or by contacting the Bank's Contact Centre or the Bank via Video Consultation. The Client shall be provided services according to the changed type of BPC issued to its current account from the first day of the month following the one where the request for this change was obtained by the Bank.

2.19.8. If the Client uses a current account to receive wages or any other payments from the employer, as well as if the employer pays the Bank a fee for crediting wages and other payments to this current account, during the entire period of such use of the account, the type of its BPC shall be changed, provided the Client's employer gives its prior consent thereto. A request to change the type of BPC issued to the Client's current account may be submitted to the Bank by the Client's employer on its behalf in paper form at the Bank Branch or electronically through the employer's e-Banking system.

2.19.9. The amount of payment transactions performed by the Client on the account for the month, the balance of funds on the account, for the purpose of applying the Bank's monthly fee for account servicing or changing the monthly fee for account servicing in accordance with the Rates, shall be calculated by the Bank as of 20:00 p.m. on the last calendar day of the respective month. The balance of funds placed by the Client on the accounts, or the payment transactions performed by it after this time, shall not be taken into account during such calculation.

2.19.10. Completed payment transactions and/or account balances in currencies other than UAH, USD or EUR shall not be taken into account when calculating the Bank's monthly fee for account servicing or changing the monthly fee for account servicing in accordance with the Rates.

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### **2.20. Obligation currency**

2.20.1. The Client shall meet his or her obligations to the Bank for all types of contracts concluded with the Bank (including credit agreements and security agreements (guarantee, bailment, mortgage) in the currency of obligation, unless otherwise stated in the contracts with the Client. If the obligations are expressed in a foreign currency, the exchange rate into the national currency shall not be a reason to change the amount or currency of such obligations.

2.20.2. In exceptional cases, the Client shall have the right to initiate the change of obligation currency (wholly or partially). Such an initiation can be made by filing the relevant application and/or relevant payment document and/or signing the relevant contract. In the event that the Bank consents to such change, the obligation currency shall be exchanged into the national currency at the rate determined by the Bank for a total amount, which shall not exceed the amount of the payment, and the performance of obligations of this amount can be fulfilled in the national currency.

### **2.21. Terms of the Deposit Guarantee Fund for individuals**

2.21.1. The Deposit Guarantee Fund (hereinafter the “Fund”) guarantees each bank depositor compensation for deposited funds in the amount prescribed by the laws of Ukraine.

2.21.2. The terms of the guarantee and the refund procedure under each deposit are determined in accordance with the Law of Ukraine “On the Deposit Guarantee System for Individuals” (in particular, Articles 2628 of that Law), other laws of Ukraine, regulations of the Fund and other competent authorities. The Client can find details about the terms of the Deposit Guarantee Fund, 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 <http://www.fg.gov.ua/>.

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

2.21.3.1. transferred to the bank into trust;

2.21.3.2. under a deposit of less than UAH 10;

2.21.3.3. deposited in the bank by a person related to the bank or by a person who has been related to the bank within a year before the date of the decision of the National Bank of Ukraine to declare said bank insolvent (in the event that 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 said decision);

2.21.3.4. 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 said bank insolvent (in the event that 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 said decision);

2.21.3.5. deposited by a holder of substantial shares in the bank;

2.21.3.6. under the deposits with the bank, on which depositors receive, on an individual basis, interest from the bank under the contracts concluded on the terms 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;

2.21.3.7. 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;

2.21.3.8. under deposits with branches of foreign banks;

2.21.3.9. under deposits in banking metals;

2.21.3.10. deposited on accounts that are under arrest according to a court decision;

2.21.3.11. 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 of Crime, Financing Terrorism and Financing the Proliferation of Weapons of Mass Destruction”.

2.21.4. Payment of the refund commences in the manner and in the order established by the Fund no later than 20 working days (no later than 30 working days for banks the depositor database of which contains information on more than 500,000 accounts) from the day on which 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 on which 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 has received full information on the transactions performed by the payment system (national and international).

2.21.5. 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

## **General Agreement on the Provision of Banking Services to Private Clients of Joint stock company “ProCredit Bank”**

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 the Deposit Guarantee System for Individuals”. In the event 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 day of commencement of the procedure to liquidate the bank.

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

2.21.7. 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 license and liquidate the bank in the event the National Bank of Ukraine decides to revoke the banking license 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”).

2.21.8. By entering into the General Agreement with the Bank and/or any additional agreements to the General Agreement, signing such agreement, additional agreements or the Application, or initiating the first cash transaction without signing the Application, 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, the Client confirms that the Bank has provided him/her, in a proper manner and an intelligible form, with the information on:

- the maximum deposit refund amount;
- the conditions under which the Fund guarantees/does not guarantee deposit refunds;
- whether or not his/her deposit is guaranteed;
- the amount of interest accrued for the entire term of the deposit specified in the additional agreement to the General 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 placement and maintenance of the deposit;
- the essential conditions of the General Agreement and additional agreements to the General Agreement established by the laws of Ukraine;
- termination of accrual of interest under the agreement on the day on which 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 the event that 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 the 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 the event that 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.

2.21.9 At 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.

2.21.10 If a deposit is made using the e-Banking remote service system or Mobile Application, all transactions/documents signed/certified in the electronic form using a transaction confirmation code shall be considered as having been personally signed by the Client. The Client confirms that he/she understands all the information in this section, and that he/she does not need to read the terms and conditions again against signature.

2.21.11 The Parties have agreed that the Bank shall, in the cases provided for by the law, provide the Client with information on the deposit guarantee system for individuals in one or more ways, in a manner chosen by the Bank:

- At the Bank’s branch, in paper form, 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 via the e-Banking system;
- By sending SMS in the electronic form to the phone number specified by the Client in the Client Questionnaire.

### ***Section 3. Banking secrecy, disclosure of information about banking transactions and processing of personal data***

3.1.1. The Bank guarantees confidentiality of bank account, transactions on account and data pertaining to the Client. Information about Clients, their transactions and accounts may be provided solely to the Clients, their

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legitimate representatives or to Third Parties subject to the Client's consent. Information that constitutes banking secrecy may be disseminated to other persons only to the extent required and in the manner prescribed by Applicable Law.

3.1.2. By entering into the General Agreement and/or any other agreement with the Bank or by making any transaction with the use of the Bank's services, including those that envisage loan disbursement, the Client gives his or her consent to the processing of information by the Bank (including data that pertain to the Client's personal information and/or constitute bank secrecy, personal identification codes) and the provision of information to:

3.1.2.1. employees of the Bank;

3.1.2.2. institutions with a qualifying shareholding in the Bank's share capital;

3.1.2.3. institutions authorised to audit the Bank's activities under Applicable Law and/or through agreements entered into with the Bank;

3.1.2.4. persons or entities connected with the provision of services to the Bank and the Client (e.g. payment card issuers, corporate phone service providers);

3.1.2.5. databases to which the Bank is legally or contractually bound to send information relating exclusively to the Client's liabilities or outstanding debts vis-a-vis the Bank, including databases maintained by credit bureaus, to which the Bank sends information relating to the Client's credit history in accordance with the provisions of agreements entered into between the Bank and such credit bureaus;

3.1.2.6. to the Credit Register of the National Bank of Ukraine in the event that the Bank conducts a credit transaction as regards the Client, in accordance with the procedure and under the terms and conditions prescribed by the law;

3.1.2.7. to third parties in the form and scope determined by the Bank if it is necessary to establish, review and analyse the financial condition of the Client for the purposes of the loan, the condition of the collateral, to secure and facilitate the Client's performance of the loan contract, the security contract, transfer of rights to the Bank under the loan contract, the security contract to third parties as well as in the event that the Client breaches the terms and conditions of the contracts concluded between the Client and the Bank;

3.1.2.8. banking and other institutions, which by nature of corporate connections are part of the same group (parent (holding) company and its subsidiaries) of which the Bank is a member, in particular the ProCredit group, shareholder(s) of the Bank, ratings agencies and auditing firms that will audit/rate the Bank, and legal entities that will participate in the securitisation of the Bank's assets;

3.1.2.9. law enforcement agencies carrying out law enforcement measures under Applicable Law, including upon the application of the Client;

3.1.2.10. public authorities to the extent required and in the manner prescribed by the Law of Ukraine On Banks and Banking Activity;

3.1.2.11. notaries public and private in probate issues.

3.1.2.12. at the written request of the Pension Fund of Ukraine, the Ministry of Labour and Social Policy of Ukraine, the relevant regional departments and in cases prescribed by law (including, but not limited to cases of pensions receipt, monetary assistance by proxy and/or the use of the additional card for more than one year), the Bank shall provide the relevant information and explanations;

3.1.2.13. to persons specified in this Sub-clause of the General Agreement, or other persons outside Ukraine. The Client also gives their consent and allows the Bank, for the purpose of performing the functions assigned to the Bank by legislation of Ukraine, to provide other payment service providers with information containing bank secrets, commercial secrets, financial monitoring secrets.

3.1.2.14. to the Client's employer, if the Client uses a current account to receive wages and any other payments from the employer.

3.1.3. The Client shall also give its consent and allow the Bank, for the purpose of performing the functions assigned to the Bank by law of Ukraine, to provide other payment service providers with information containing bank secrets, commercial secrets, financial monitoring secrets.

3.1.4. By concluding this General Agreement, the Parties have agreed that the Bank shall be entitled to accept from the Client through the Contact Centre or during the Video Consultation requests for regular statements of accounts, certificates, documents and their copies, including those signed by the Client, requests for delivery of documents, messages or other things of value, requests for issue/reissue/blocking/etc. of BPCs issued to the Client's current accounts, as well as any other requests; the Bank will disclose the Client's confidential banking information in the scope specified in such requests.

In accordance with this clause of the General Agreement, the Bank shall have the right to disclose to the Client the following confidential information:

3.1.4.2. information on the Client's deposit transactions performed by the Bank in accordance with the Client's instructions and additional agreements concluded by them to the General Agreement, in particular, but not limited to: the deposit account number, cash flow on the deposit account, the amount of the deposit, the interest rate on the deposit, the amount of interest accrued/paid on the deposit, etc.;

3.1.4.3. information on the Client's credit transactions performed by the Bank in accordance with the Client's instructions and additional agreements concluded by them to the General Agreement and/or loan agreements, in particular, but not limited to: the amount of the loan, paid and payable payments and their amount under the relevant

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supplementary agreement to the General Agreement or under the loan agreement, payment dates or periods of time and terms of payment of such amounts, including but not limited to: the amount of the loan returned to the Bank, the amount of current or overdue debt on the loan, the amount of interest on the loan, the amount of commission fees or other payments (fines/penalties) payable for the settlement period, type and amount of interest rate and its period or changes, details of the account for repayment of debt on the loan, interest for its use, other payments (fines/penalties), etc.

3.1.5. When the Client applies to the Bank through the Contact Centre or during the Video Consultation for the purposes of disclosing information containing confidential banking details to the Client, the Bank shall identify said Client.

3.1.6. Should the Client refuse to undergo the identification process or fail to successfully complete the process, the information containing confidential bank details shall not be disclosed by the Bank.

3.1.7. By executing this General Agreement, the Client confirms that the terms of this clause of the General Agreement constitute a written request on the part of the Client to disclose information containing confidential banking details which is owned by the Client.

3.1.8. The Client acknowledges that the Alternative Message Channels are not secure communication channels and that messages exchanged via these means must not contain confidential information, banking secrecy or personal data. If the Client transfers confidential information, information containing banking secrecy or personal data through the Alternative Message Channels, the Client shall bear in full the risk associated with the transfer and use of such information by third parties. The Bank shall not be liable for any transfer of such information to or its use by any third parties, and the Client unconditionally consents to this provision.

3.1.9. When concluding the General Agreement and/or any other agreement with the Bank, signing an Application and/or carrying out transactions using the Bank's services, including those providing for the granting of credit, the Client confirms that they have been informed that the information to form their credit history will be transferred to the credit bureau, and that the Client knows the credit bureau's name and address. 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 law may be provided to the Client by placing the information in the Bank's branches or on the Bank's website.

3.1.10. Also, the Client agrees that the consent to collect, store, use and disseminate information through the credit bureaus can be granted by the Client by confirming the message generated by the e-Banking system or Bank site. The confirmed message in the e-Banking system or Bank site shall be an analogue to the Client's personal signature, and the consent shall be an electronic document and shall be considered to be concluded in writing and cannot be challenged on the basis of its electronic form.

3.1.11. In addition, concluding the General Agreement with the Bank and/or any other agreement, by signing the application and/or performing transactions using the Bank's services, the Client confirms that they have been notified and consent to the Bank's photo, audio, video recording during Video Consultations, and consent to the Bank's storage of photos, audio recordings, and video recordings as well as sharing stored photos, audio and video records in cases provided for by the laws of Ukraine.

3.1.12. Compliance with the requirements of FATCA:

3.1.12.1. When carrying out its activities, the Bank shall undertake all efforts for compliance with the requirements of FATCA and shall be registered by the Internal Revenue Service of the USA (IRS) with the status of the Participant (Participating FFI). In order to comply with the requirements of FATCA, in the Parties' relationships under any agreement executed with the Client, the Bank shall apply the provisions stipulated by the present clause, as well as other provisions determining consequences of the Client's and/or its Authorised Representative's failure to comply with the requirements of FATCA.

3.1.12.2. By entering into an agreement with the Bank and carrying out any transaction, the Client represents and warrants that the Client, Authorised Representatives of the Client are not tax residents of the USA (unless the Client/Authorised Representative of the Client provides the Bank with other information, along with form W9 filled in in compliance with the requirements of the Internal Revenue Service of the USA, with statement of the USA tax payer identification number (TIN) for the Client/Authorised Representative of the Client.

3.1.12.3. The Client and its Authorised Representative are obliged to provide, at the request of the Bank, the information and documents pertaining to its Tax Status, including forms W8 or W9, filled in in compliance with the requirements of the Internal Revenue Service of the USA (IRS), at the request of the Bank. The Client and its Authorised Representatives are obliged to forthwith notify the Bank of the change of its Tax Status and, if the Client acquires the status of the USA Tax Resident, it shall forthwith provide the Bank with W9 form, with statement of the USA tax payer identification number (TIN).

3.1.12.4. The Client and the Client's Authorised Representative shall provide the Bank with irrevocable Consent and authorise the latter to transfer the Client's and the Client's Authorised Representatives personal data, disclose the bank secret, personal data and other confidential information under the Agreement in order for the Bank to comply with the requirements of FATCA:

- to the Internal Revenue Service of the USA (IRS), when filing reports subject to the procedure, and within a volume, determined by FATCA;

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- to the persons participating in transfer of funds to the accounts of the Client (for instance, the correspondent banks, payment systems and their participants, remitters and recipients of the transferred funds, other establishments involved in authorisation and processing of transfers), as well as in other instances stipulated by FATCA.

3.1.12.5. To ensure high quality of banking services and compliance with the applicable legal requirements, by entering into the General Agreement with the Bank or by signing documents relating to banking transactions the Client hereby gives his or her explicit consent to the Bank regarding the:

3.1.12.6. collection, registration, accumulation, storage, adaptation, change, update and use (distribution, realisation, transfer), depersonalisation, destruction of data (information) about himself or herself, including with the use of information (computerised) systems, in order to prevent and fight money laundering, financing of terrorism and financing of the proliferation of weapons of mass destruction, for the purpose of provision of financial (banking) services, enforcement of rights and discharge of obligations in financial (banking), economic, administrative and legal, tax, accounting, security and credit risk management relationships, relationships arising with institutions that may carry out inspection of the Bank's activities under Applicable Law and/or agreements entered into with the Bank, relationships arising in the event of Client non-fulfilment of obligations under agreements entered into between the Client and the Bank, including those connected with debt collection enforcement, relationships in cases where the Bank enters into agreements on assignment of claims, other relationships that require processing of personal data, stipulated by the provisions of the Constitution, laws and regulations of Ukraine, agreements entered into with the Client, etc.;

3.1.12.7. placement and processing of his or her personal data in the databases of personal data, with the Bank being the controller of such databases, including:

- “Reporting” database, where personal data is processed for the purpose of ensuring realisation of tax, accounting, administrative and legal relationships that require processing of personal data and aim to permit the Bank to enforce rights and discharge obligations set forth in the Applicable Law of Ukraine, including: the Tax Code of Ukraine, the Economic (Commercial) Code of Ukraine, the Labour Code of Ukraine, the Law of Ukraine On Protection of Personal Data, the Law of Ukraine On Accounting and Financial Reporting in Ukraine, the Law of Ukraine On Employment of the Population, the Law of Ukraine On the National Bank of Ukraine, the Law of Ukraine On Banks and Banking Activity, the Law of Ukraine On Payment Systems and Money Transfer in Ukraine, the Law of Ukraine On Organization, Formation and Circulation of Credit Histories, the Law of Ukraine On Household

Deposits Guarantee System, the Law of Ukraine On Prevention and Counteraction to Legalization (Laundering) of Proceeds from Crime or Terrorist Financing, and other laws and regulations of Ukraine;

- “Customers” database, where personal data is processed for the purpose of ensuring realisation of economic, financial (banking), security and credit risk management relationships between the Bank and its Clients; relationships arising in the event of Client non-fulfilment of obligations under agreements entered into between the Client and the Bank, including those connected to debt collection enforcement; other relationships that require processing of personal data and aim to permit the Bank to enforce rights (including infringed rights) and discharge obligations set forth in agreements entered into between the Bank and the Clients and/or the Charter, by-laws, other internal regulations of the Bank, and/or the Constitution of Ukraine, the Civil Code of Ukraine, the Economic (Commercial) Code of Ukraine, other unified laws, the Law of Ukraine On the National Bank of Ukraine, the Law of Ukraine On Banks and Banking Activity, the Law of Ukraine On Payment Systems and Money Transfers in Ukraine, the Law of Ukraine On Enforcement Proceedings, the Law of Ukraine On Organization, Formation and Circulation of Credit Histories, the Law of Ukraine On Advocacy, and other laws and regulations of Ukraine;

3.1.12.8. provision of access to his or her personal data to banking and other institutions which due to corporate connections belong to the same group (parent (holding) company and its subsidiaries) of which the Bank is a part, namely the ProCredit group, shareholder(s) of the Bank, ratings agencies and audit firms to rate/audit the Bank, legal entities to participate in the securitisation of the Bank's assets, the competent state personal data protection authority, processors of databases of personal data as well as Third Parties vested with the right to acquire and/or process personal data of the Client in virtue of Applicable Law and/or the Client's written permission/consent, and/or agreement entered into between the Bank and a Third Party, including in cases of restoration of infringed rights to the Bank if such infringement has been committed by the Client due to non-fulfilment or improper fulfilment of his or her obligations under agreements entered into with the Bank, and/or to the Bank entering into agreements on assignment of claims, etc.

3.1.12.9. Location of the personal data bases: 107-A Beresteyskiy (Peremohy) Ave, Kyiv, 03115, Ukraine

3.1.13. In accordance with the requirements of the Law of Ukraine On Protection of Personal Data, the Bank hereby informs the Client of his or her rights as the subject of personal data, as set forth in the Law of Ukraine On Protection of Personal Data. The subject of personal data has the right to:

3.1.13.1. know the location of the database which contains his or her personal data, its purpose and name, the location and/or place of residence (abode) of the controller or processor of personal data, or to issue a respective proxy to receive such information to Authorised Representatives, except as provided by law;

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3.1.13.2. receive information concerning the conditions of access to personal data, in particular information about Third Parties that obtain his or her personal data;

3.1.13.3. access his or her personal data;

3.1.13.4. receive a response with regard to whether his or her personal data are stored in a database as well as receive his or her personal data which are stored in such database, no later than within thirty calendar days following the submission of a request except as provided by law;

3.1.13.5. provide a motivated request objecting to the processing of his or her personal data to the controller of personal data; provide a justified request with regard to changes to or destruction of his or her personal data by any controller or processor of personal data, if such data are processed illegally or are inaccurate;

3.1.13.6. protection of his or her personal data from illegal processing and accidental loss, destruction, damage due to deliberate concealment, non-provision or untimely provision, as well as protection from the provision of information which is inaccurate or discredits honors, dignity and business reputation of a natural person;

3.1.13.7. lodge complaints against the processing of his or her personal data to public authorities and officials, whose competence is to protect personal data, or to apply to a court; take legal recourse in the event of violation of the applicable personal data protection law; make a reservation as to a restriction of the right to process his or her personal data when giving his or her consent; revoke consent to process personal data; be informed of the automated personal data processing mechanism;

3.1.13.8. be protected from automated solutions which may have legal consequences for him or her.

3.1.14. When the Client signs the Application and/or Additional Agreement to the General Agreement and/or initiates the first cash transaction, signs the payment instruction for the payment transaction and/or other document drawn up as part of the provision of services, including granting a loan, his/her personal data shall be included in “Reports” and “Clients” personal data bases owned by the Bank. By signing documents, the Client confirms that the Bank, with such disclaimer, in accordance with Part 2 of Article 12 of the Law of Ukraine “On Personal Data Protection”, has duly notified the Client in writing of the inclusion of his/her personal data in the personal data bases, location of the personal data bases, his/her rights defined by the Law of Ukraine “On Personal Data Protection”, the purpose of data collection and the persons, whom his/her personal data are transferred and/or who have access to his/her personal data.

### **Section 4. Delivery of documents, notices and other valuables**

#### **4.1. Third Party services**

4.1.1. The Bank may use third-party services in order to implement the Client's instructions if the Bank considers it to be necessary and in the Client's interests. The Client shall agree with the Bank's choice of such third parties. The Bank shall not be liable for any third-party actions, failure to fulfil the obligations or errors. The Client shall pay for third-party services, including compensation for the Bank's expenses on an invoice issued to the Bank for them, except where the Bank has made a decision to pay for such services without further compensation from the Client.

#### **4.2. Delivery of documents, notices and other valuables**

4.2.1. In accordance with the relevant order of the Client, the Bank shall deliver documents, messages and other things of value to the Client using an Automated Parcel Terminal of the Bank. If the Client receives documents, messages and other things of value using an Automated Parcel Terminal, the confirmation of personal receipt of the BPC shall be considered to be the correct entry by the Client of the OTP code from the SMS message on the screen of the Automated Parcel Terminal or the correct scanning of the QR code from the message in the software application (messenger) sent to the number indicated by the Client in the questionnaire. If the Client has not retrieved documents, messages or other things of value within seven (7) calendar days upon delivery thereof to the Automated Parcel Terminal, these items shall be destroyed in accordance with the internal regulations of the Bank.

4.2.2. The Bank shall inform the Client about the delivery of documents, messages and other things of value to the Automated Parcel Terminal on the day of delivery by sending an SMS message or a message in the software application (messenger) to the Client. If the Client has not retrieved documents, messages or other things of value within seven (7) calendar days upon delivery thereof to the Automated Parcel Terminal, these items shall be destroyed in accordance with the internal regulations of the Bank.

4.2.3. Unless otherwise explicitly instructed by the Client, the Bank delivers documents and other valuables at its sole discretion with the reasonable care and prudence expected from a banking institution. The delivery is made at the Client's own risk.

#### **4.3. Loss of information**

4.3.1. The Bank shall be held liable for losses caused by failures and errors in the course of transmission of information and/or documents by telephone, fax or other medium of communication among the Client, Third Party and/or the Bank solely if such failures or errors have been caused by wilful misconduct or gross negligence of the Bank.

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### **4.4. Use of bank communication media**

4.4.1. Data storage devices, electronic keys and communication facilities placed at the Client's disposal by the Bank shall be maintained and used with due care. The Bank shall not be held responsible or liable vis-a-vis the Client or a Third Party for loss or damage to data storage media, electronic keys and communication facilities which the Bank has placed at the disposal of the Client, or for unauthorized access thereto.

### **4.5. Receipt of notices**

4.5.1. The Bank may send any notice or document to the Client by courier or by regular or registered mail, and may provide information to the Client by displaying respective notices/documents in the banking halls and/or cashier offices of the Bank (branches) and/or by sending notices/documents using remote banking services and/or by placing information on the Bank's website at [www.procreditbank.com.ua](http://www.procreditbank.com.ua). Any notice or document mailed by the Bank shall be deemed to have been received by the Client after the period has elapsed that is typically required for a post office to deliver a letter, provided that such letter has been mailed to the address given by the Client to the Bank, unless otherwise stipulated by the General Agreement.

4.5.2. Notices/amendments and additions to the General Agreement displayed in the banking halls and/or cashiers' offices of the Bank (branches) and/or notices/documents sent using remote banking services and/or information placed on the Bank's website at [www.procreditbank.com.ua](http://www.procreditbank.com.ua) shall be deemed to have been received by/brought to the attention of the Client on the day of such displaying/sending.

4.5.3. The Client hereby agrees that SMS text messaging system may be used as an additional means of notification as stipulated by the Bank. The Bank shall connect the Client to the SMS text messaging system following acceptance of this public offer. Messages will be sent to the telephone number specified in writing by the Client to the Bank. In the event of a change of the telephone number, loss or theft of the telephone, etc., the Client shall immediately notify the Bank thereof in writing and give the new telephone number. If the Client fails to notify the Bank of a change of telephone number, the Bank shall continue sending messages using the available details. Therefore, in such cases the Bank shall not be held liable for non-receipt of information by the Client and possible access to such information by Third Parties. Any notice sent by the Bank to the Client by fax, telephone or telex using the number given by the Client shall be deemed to have been received by the Client on the day of transmission.

4.5.4. The Alternative Message Channels shall be used by the Bank to provide the Client with information that is not confidential and does not contain banking secrecy or personal data, including the provision of advice related to banking services.

## **Section II. SERVICES OF THE BANK**

### **Section 5. Opening and maintaining current accounts**

#### **5.1. General terms and conditions**

5.1.1. If the Client requests current account opening and maintenance services, the Bank opens a current account for the Client and provides settlement and cash services based on the Client's application and an additional agreement on the Provision of Current Account Opening and Maintenance Services or Additional Agreement on the Provision of a Basic Set of Services, hereinafter referred to in this section as the “Additional Agreement”. The details and currency of the account shall be stated in the application for current account opening and the Additional Agreement.

5.1.2. The Bank shall open a current account for the Client upon receipt of duly filled-in documents required by Applicable Law and by this General Agreement as well as any additional data which may be requested by the Bank.

#### **5.2. Payment methods and procedure**

5.2.1. The current account enables all types of settlement and cash operations that do not contradict the Applicable Law and the provisions of this General Agreement.

5.2.2. The current account is maintained in the operational mode established by the law for individual current accounts.

5.2.3. Before making a transaction on the current account, the Client shall undertake to familiarise himself or herself with the Fee Schedule stating the Bank's commission for such transaction. By making a transaction on the current account, the Client acknowledges that he or she has read and understood the applicable Fee Schedule of the Bank. The Client shall pay for the Bank's services in the amount set forth in the Fee Schedule of the Bank.

5.2.4. The Client shall pay for the Bank's services in the amount specified in the Tariffs. The Bank's fee for settlement and cash transactions shall be debited from the Client's account, on which the specified transactions are carried out, unless otherwise agreed by the Parties. In case of debiting a fee from an account in a foreign currency, the Client shall instruct the Bank, without receiving a separate (additional) statement, to sell the foreign currency placed on such current account in the amount with the UAH equivalent being equal to the amount of the fee at the time of the transaction without crediting such amount to the Client's current account in the national currency. The

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Bank shall calculate the amount of a fee in the national currency of Ukraine at the official exchange rate of the National Bank of Ukraine of UAH to the corresponding foreign currency on the day of debiting.

5.2.5. The monthly fee for the maintenance of a basic package of services and/or current accounts of the Client, the size of which is established by the Tariffs, shall be charged on the last calendar day of the month. Fee charged to the Client shall be paid by the Bank's contractual debiting of funds from the Client's current account. In case the Client's funds on the current account are insufficient, but they are sufficient on other account(s) of the Client in the respective currency, fee may be debited from such account(s).

5.2.6. In case the Client's employer pays the Bank's fee for crediting to the Client's current account wages and other payments from the employer, and/or fee for maintaining the basic package of services and/or Client's current accounts, the Client does not have to pay the monthly fee to the Bank for the basic package of services during the period of such payment. Such period shall commence on the first day of the month when the Client's employer started to pay the Bank's fee for crediting wages and other payments to the Client's current account and end on the last day of the month when the employer ceased to pay the fee.

5.2.7. The Client shall instruct and authorise the Bank to debit the funds from his/its current account under the agreement in favour of the Bank, Processing Centre and third parties on the day of receiving messages from Visa International and/or Processing Centre or on the day of maturity of the Client's payment to the Bank under the General Agreement and Fee Schedule, in particular:

5.2.7.1. Amounts of all transactions, exchange rate differences, penalties, forfeits, other charges resulting from or arising out of the use of the BPC and/or Token of the Mobile Payment Application;

5.2.7.2. The Bank's fee for the current account maintenance and for issue/re-issue and maintenance of payment card in the amount provided for by the Fee Schedule;

5.2.7.3. Amount of the late penalty accrued on the unauthorised arrears;

5.2.7.4. The Bank's losses due to the use of payment card in violation of the General Agreement, the regulations of the National Bank of Ukraine and applicable legislation;

5.2.6.5. Should the Bank erroneously credit funds to the current account, to debit such mistakenly credited funds in favour of the correct beneficiary on the day of establishing the fact of such erroneous crediting. In such case, the Client shall be liable for repayment of any unauthorised arrears and late penalty thereon if these have been incurred as a result of utilisation of the erroneously credited funds;

5.2.7.6. Should the Bank erroneously credit funds and/or payments involving the employment relationship between the Bank and the Client to the Client's current account, where such funds and/or payment do not belong to the Client, to debit the relevant amounts in favour of the Bank on the day of establishing the fact of such erroneous crediting. In such case, the Client shall repay the unauthorised debt and late penalty accrued on the unauthorised arrears if such amounts were incurred as a result of utilising the erroneously credited funds;

5.2.7.7. The fees for the services not provided for by the Rates that were provided to the Client/ payment card Holder by the Bank or the IPS members when using the payment card; 5.2.6.8.

The funds under the agreements between the Bank and the Client.

5.2.8. The funds from the Client's current account shall be debited based on IPS and/or Processing Centre payment messages. In cases stipulated by the regulations of the National Bank of Ukraine, applicable legislation, Visa International rules and General Agreement, the funds may be debited under the Client's settlement documents or other documents required by the applicable legislation or in the manner prescribed by the General Agreement.

5.2.9. According to the IPS rules, the actual debiting from the Client's current accounts shall be effected within 10 days of cash withdrawals from ATMs and POS terminals and within 30 days from the date of the Client's payment for goods/services with a payment card or Token of the Mobile Payment Application at retail and service entities, on the Internet, etc.

5.2.10. The Client may initiate a transfer of funds in the national currency from their current account to the current account of another Client of the Bank via the Mobile Application, using the mobile phone number of the recipient Client. The rules for non-cash transfers shall apply to said transfer of funds.

5.2.11. A transfer of funds in the national currency from the Client's current account to a current account of another Client of the Bank using the mobile phone number of the recipient Client may be effected exclusively for the benefit of another Client of the Bank (not a client of another bank) and provided that the aforementioned mobile phone number is held only by one Client of the Bank.

5.2.12. A transfer of funds from the Client's current account to a current account of another Client of the Bank using a mobile phone number may be effected only from/to a current account(s) in the national currency. If the recipient Client has more than one current account in the national currency, the funds shall be credited to the current account that was opened first.

### **5.3. Unauthorised overdraft**

5.3.1. Should there be any Unauthorised Arrears in the current account, then the Client shall repay such arrears immediately on the day upon which they occur. The Bank shall impose a late penalty on the Unauthorised

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Arrears in the current account equal to two times the effective refinancing rate of the National Bank of Ukraine for the period during which the late penalty is accrued as of the time specified in the Operation Regulations of the Bank. Said penalty shall be paid by the Client on the day upon which it is accrued.

5.3.2. The funds on the Client's current account shall be first and foremost used to pay the Client's Unauthorised Debt and interest accrued thereon, and then to repay penalty on the Client's Unauthorised Debt to the Bank as stipulated in the "Settlement Forms and Procedure" Section in this Chapter of the General Agreement.

5.3.3. Information on the occurrence of unauthorised current account overdrafts is provided to the Client in the statement of current account.

5.3.4. The Client warrants repayment of the Unauthorised Debt and payment of interest and penalty thereon with all the funds, property and property rights held by the Client.

### **5.4. Accrual of interest**

5.4.1. The Bank shall not calculate or pay interest on the balance of a current account unless calculation and payment of such interest is envisaged when rendering current account maintenance services under a respective pricing product in the Fee Schedule of the Bank.

5.4.2. When the Bank provides services for the use of a current account for products requiring the accrual and payment of interest, the Bank shall daily accrue interest on the amount of the Balance on the current account based on the amount of the Balance on the current account as of the end of the Bank's operation day, at the rate determined by the Tariffs. The Bank shall start to accrue interest on the Balance on the current account as of the time specified in the Operation Regulations from the day following the date when the funds are credited to the current account until the date prior to the expiration of the period of keeping funds on the current account. The Bank shall pay accrued interest to the current account no later than the third day of the month following the settlement month.

### **5.5. Rights and obligations of the Parties**

5.5.1. The Bank has the right to:

5.5.1.1. use temporarily available funds in the Client's current account while at the same time guaranteeing the right of the Client to freely access and use these funds. No interest for the use of these funds is paid to the Client.

5.5.1.2. Carry out contractual and compulsory debiting of funds from the Client's account, as well as limit the Client's right to dispose of funds on the Client's accounts in the cases provided for by the effective legislation of Ukraine and on the basis of agreements/contracts concluded between the Bank and the Client, including with the participation of third parties.

5.5.1.3. transfer an amount, upon instruction/authorisation of the Client, for foreign currency purchase and payment of the mandatory state pension insurance fee in Ukrainian hryvnia from the Client's current account when purchasing foreign currency.

5.5.1.4. The Bank has such other rights as are set forth in the General Agreement.

5.5.2. The Client has the right to:

5.5.2.1. conduct transactions on the account to the extent that sufficient funds are available in the account.

5.5.2.2. command funds in his or her account in compliance with the requirements of the regulations of the National Bank of Ukraine and Applicable Law of Ukraine.

5.5.2.3. submit instructions, remittance documents and payment orders in relation to his or her current account in writing, in the original or using remote banking services via electronic communication channels, if provision of such service has been agreed with the Bank.

5.5.2.4. The Client has such other rights as are set forth in the General Agreement.

5.5.3. The Bank undertakes to:

5.5.3.1. process the Client's payment orders and applications for the purchase or sale of foreign currency in a timely manner.

5.5.3.2. ensure timely crediting of funds to the Client's account.

5.5.3.3. issue statements of the Client's account to show movements in the account in a timely manner.

5.5.3.4. charge, deduct and pay the mandatory state pension insurance fee in accordance with the applicable legal requirements on behalf, at the expense and upon instruction of the Client when purchasing/selling non-cash foreign currency for the Client.

5.5.3.5. carry out cash acceptance and withdrawal during a business day in accordance with the approved Operations Schedule.

5.5.3.6. The Bank undertakes such other obligations as are set forth in the General Agreement.

5.5.4. The Client undertakes to:

5.5.4.1. duly comply with the requirements of the General Agreement, the regulations of the National Bank of Ukraine and Applicable Law of Ukraine.

5.5.4.2. pay for the Bank's services in a timely manner, in accordance with the applicable Fee Schedule of the Bank.

5.5.4.3. The Client undertakes such other obligations as are set forth in the General Agreement.

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### **5.6. Liability of the Parties**

5.6.1. The Parties shall be held liable for non-fulfilment or improper fulfilment of the provisions of the General Agreement in accordance with the Applicable Law of Ukraine and the provisions of the General Agreement.

### **5.7. Termination of services**

5.7.1. The Additional Agreement may be terminated on the initiative of the Bank or on the initiative of the Client, subject to the applicable legal requirements and/or provisions of the General Agreement.

5.7.2. In the event of termination of the Additional Agreement, the current account will be closed. In the event of closure of the current account, the balance of the current account is paid out to the Client at the Client's request in cash (except for investment accounts), as well as in the case that there are restrictions on the paying out of said funds at the time of pay-out) or is transferred by the Bank, at the respective Client's instruction, to another bank account, the details of which have been provided by the Client in writing to the Bank. Moreover, the Parties have agreed that where the business relations are terminated at the initiative of the Bank in the cases provided for by the terms and conditions of the General Agreement, the Bank shall have the right to opt to refund the Client's funds by transferring them to another bank account held by the Client.

5.7.3. Termination of the Additional Agreement shall not release the Parties from making settlements under their obligations which have arisen during the validity of the Additional Agreement.

## **Section 6. Opening and maintaining deposit accounts**

### **6.1. General terms and conditions**

6.1.1. In case the Client orders a deposit account opening and maintenance service, the Bank shall open a deposit account for the Client (hereinafter in this Chapter also the “Depositor”) on the terms and conditions defined in the “Additional Agreement to the General Agreement on the Provision of the Deposit Accounts Opening and Maintenance Service” or “Additional Agreement to the General Agreement on the Provision of the Savings Accounts Opening and Maintenance Service”, or “Additional Agreement on the Provision of a Basic Package of Services”, hereinafter in this Chapter the “Additional Agreement”. The Additional Agreement shall be concluded by the Parties in paper form at the Bank's Office or in electronic form using the e-Banking service or the Mobile App. In case of opening a deposit account using the e-Banking service or Mobile App, the Additional Agreement shall be sent electronically to the Client's inbox in the e-Banking system.

6.1.2. A deposit account can be opened:

6.1.2.1. by the Client directly;

6.1.2.2. by an Authorised Representative in the Client's name, on the basis of a power of attorney issued by the Depositor and certified in the manner stipulated by Applicable Law.

### **6.2. Deposit account opening**

6.2.1. The Bank shall first open a deposit account after the identification and verification of the Client or the Client's Authorised Representative in accordance with Applicable Law and internal regulations of the Bank.

6.2.2. The Additional Agreement for term deposit accounts stipulates a deadline, commencing with the execution of the Additional Agreement for the Client, by which the deposit account is credited with an amount no less than that specified in the Additional Agreement. If by the specified deadline the amount of funds held in the deposit account is less than the amount specified in the Additional Agreement, the Additional Agreement is deemed terminated as of the next calendar day.

6.2.3. The Parties agree that an electronic deposit account statement shall be issued by the Bank on the day the Deposit is placed on account and shall be given to the Client in writing upon the Client's request on the day the Client applies to the Bank; this statement shall serve as sufficient confirmation of such placement.

6.2.4. Opening a deposit account using the E-Banking electronic banking system or Mobile Application is subject to the following conditions:

6.2.4.1. at the time of deposit account opening the amount of funds held on the Client's current accounts shall be sufficient to be transferred in line with the provisions specified by the Client in the Additional Agreement for term deposit or constitutes the amount chosen by the Client as the initial deposit into the savings account;

6.2.4.2. If a deposit account is opened during the post-operative hours, including at the weekend, on days-off (holidays), the next business day shall be deemed the deposit opening day;

6.2.4.3. a term deposit placed on such account shall, after maturity, be repaid into the Client's account from which it was originally transferred into the deposit account;

6.2.4.4. term deposit interest shall be calculated monthly, unless otherwise set forth for in the Supplementary Agreement, interest shall be paid by the Bank by transferring funds to the Client's account from which the deposit was transferred to the deposit account, unless otherwise set forth herein

6.2.4.5. the number of the current account for the transfer of interest and return of the fixed-term deposit amount after the term expiration can be changed before the end of the deposit placement term according to the respective request of the Depositor submitted to the Bank in paper form or electronically via the e-Banking system, without a supplementary agreement or any other document being executed.

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6.2.5. The savings account shall be opened with a Bank Branch or electronically via the e-Banking service and/or the mobile application, with the Supplementary Agreement being executed. Only one savings account can be opened in the respective currency provided for by the terms of deposit placement. The amounts of the minimum non-deductible and maximum Balance of funds on the savings account may be set by the terms of deposit placement and/or the Supplementary Agreement.

6.2.6. The Parties agree that by selecting the current account to be used for the formation of term deposit or initial deposit for the savings account in the E-Banking electronic banking system or Mobile Application, the Client authorises the Bank to debit the relevant amount directly from the current/card account chosen by the Client to the respective deposit account without requiring a payment order or any other payment document to be submitted.

### **6.3. Main deposit parameters**

6.3.1. The term of the deposit is calculated in days and is established according to the provisions of the Additional Agreement. A savings account is opened with no fixed term.

6.3.2. The terms for setting the minimum and maximum deposit amount, as well as the amount of possible non-deductible balance of the deposit account, may be set by the terms of deposit placement and/or the Supplementary Agreement.

6.3.3. The term deposit interest rate and its immutability shall be determined by the Supplementary Agreement. The savings account interest rate shall be set by the terms of deposit placement and changed in accordance with the procedure established hereby.

### **6.4. Making additional payments to deposit accounts**

6.4.1. The possible term deposit replenishment, the minimum amount of the term deposit replenishment and other restrictions on replenishments shall be set forth in the Supplementary Agreement.

6.4.2. The savings account allows the Client to replenish the funds on this account at any time, with due consideration of other terms hereof.

6.4.3. Deposits and transfers of funds to the deposit account shall take place in accordance with the current regime of the Client's account, and may be deposited in cash through the Bank's cash desk and/or transferred as non-cash, and/or through the Self-Service Space.

### **6.5. Accrual of interest**

6.5.1. The Bank shall calculate accrued interest daily on the term deposit at the rate of interest set forth in the Additional Agreement and based on the actual number of days that the funds are held in the deposit account, prorated to the actual number of calendar days in a year.

6.5.2. The Bank shall begin calculating interest on the term deposit on the date that follows the date on which the deposit account is credited with the full amount of funds specified in the Additional Agreement, but not earlier than the date that follows the first day of the deposit term as specified in the Additional Agreement. The Bank shall stop calculating interest on the deposit account on the date that precedes the date of deposit maturity as specified in the Additional Agreement, or when the funds are debited from the deposit account for other reasons.

6.5.3. The Bank shall accrue daily interest on the Balance in the saving account as of the time specified in the Operation Schedule and for the actual number of days during which the funds are kept in the saving account, based on the actual number of calendar days in the year, from the day following the day upon which the funds are credited to the saving account until the day prior to the repayment of the funds to the Client or debiting of the funds from the saving account for other grounds.

### **6.6. Payment of interest**

6.6.1. Interest shall be accrued and paid in the deposit currency. The terms of interest payment shall be set by the terms of the Supplementary Agreement and/or the terms of deposit placement. Payment of the savings account interest shall take monthly by transferring funds to the Depositor's current account opened with the Bank in the currency corresponding to the deposit currency, and from which the initial deposit amount was transferred, or to any other current account of the Client in the respective currency specified by the Client in the request provided to the Bank in paper form or electronically via the e-Banking system, with no supplementary agreement or any other document being executed.

6.6.2. Payment of the term deposit interest to the Depositor may take place along with the return of the term deposit or on the date set forth in the Supplementary Agreement, or periodically, on the first day following the settlement period. The periodicity of interest payments shall be set forth by the terms of the Supplementary Agreement.

6.6.3. Payment of term deposit interest and return of the term deposit amount after its expiration shall take place monthly by transferring funds to the Depositor's current account opened with the Bank in the currency corresponding to the deposit currency, and from which the initial deposit amount was transferred, or to any other current account of the Client in the respective currency specified by the Client in the request provided to the Bank in paper form or electronically via the e-Banking system, with no supplementary agreement or any other document being executed. If the Depositor has no current account with the Bank, the Depositor may, not later than five (5) business days

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before the expiration of the deposit placement, provide the Bank the information about the bank details of its current account opened with another bank as a written statement or enter into a supplementary agreement with the Bank on making appropriate changes to the Supplementary Agreement to have back the term deposit amount and interest in cash, with the fee for the funds transfer being paid in accordance with the Bank's Rates. A written statement about the bank details of the Depositor's current account opened with another bank can be accepted by the Bank, including via the e-Banking system or another remote communication channel, if the Depositor's QES is affixed thereon. If the written statement about the bank details of the Depositor's current account opened with another bank for the deposit transfer is accepted by postal communication means, the Client's signature thereon must be notarised. If the Depositor has no current account with the Bank and if there is no Depositor's written statement about the bank details of its current account opened with another bank, the amount of the deposit and accrued interest shall be paid to the Depositor in cash through the Bank's cash desk.

6.6.4. If the Depositor does not request the return of the deposit on the term deposit expiry date, the term deposit shall remain on the deposit account. Interest shall be accrued for the period the funds are on the deposit account after the term deposit expiry date at the interest rate set for requested deposits. The Depositor can receive the term deposit amount and the accrued interest on any Business Day of the Bank, having previously notified the Bank thereof in writing no later than four banking days before the date of the term deposit return.

### **6.7. Capitalisation of interest**

6.7.1. The terms for adding the amount of interest accrued on the deposit to the amount of the term deposit, or adding it to the Balance of funds on the savings account (interest capitalisation), and their periodicity shall be set forth by the Supplementary Agreement and/or the deposit placement terms.

### **6.8. Automatic renewal of deposits for a new term**

6.8.1. If the Additional Agreement contains the condition of automatic renewal of the deposit for a new term, and at maturity of the term deposit or on the day of the last automatic renewal for a new term the Depositor does not request repayment of the term deposit;

6.8.1.1. Should the Depositor have a current account at the Bank in the currency of the deposit, the Additional agreement shall be deemed to have been terminated and the term deposit shall be repaid to the current account;

6.8.1.2. Should the Depositor not have a current account at the Bank in the currency of the deposit, the Additional agreement shall be deemed to have been prolonged at the conditions applicable for demand deposits.

### **6.9. Deposit repayment terms and deposit account closure**

6.9.1. Deposit repayment shall be secured by statutory and other funds of the Bank and all of its assets.

6.9.2. The term deposit shall be repaid on the date set forth in the Additional Agreement. If the date of deposit repayment under the Additional Agreement falls on a non-business day, the Bank shall repay the term deposit and accrued interest to the Client on the next business day that follows such non-business day. Interest for any additional time funds are held in the Bank is accrued at the rate applicable for demand deposits.

6.9.3. The Parties have agreed that the term deposit shall be paid back in a non-cash form according to the details provided in the Supplementary Agreement or the term deposit return request drawn up in accordance herewith. The deposit made via the e-banking system or mobile application shall be paid back to the current account from which the initial deposit amount was transferred, or to any current account of the Client in the respective currency specified by it in the request provided to the Bank in paper form or electronically via the e-Banking system, with no supplementary agreement or any other document being executed.

6.9.4. The Bank shall not repay the term deposit, in full or in part, before maturity.

6.9.5. The Parties have agreed that in cases of receipt of a document for compulsory debiting of funds from a term deposit or early debiting of funds from a term deposit, the terms of the Supplemental Agreement shall cease to be valid with respect to the expiration date of the term deposit. The Parties have also agreed to consider the date of expiration of the term of the deposit to be the date of execution by the Bank of a settlement document on compulsory debiting of funds from the term deposit/part thereof or the date of early debiting of funds from the term deposit/part thereof. In cases of compulsory/early debiting of part of the funds from the term deposit, the balance of funds of said term deposit shall be transferred to the Depositor's current account specified in the Supplemental Agreement, and the deposit account shall be closed.

6.9.6. Repayment of the fixed-term deposit before expiration of the deposit term as stipulated in the Supplemental Agreement shall be effected by the Bank within four banking days upon receipt of the depositor's written application (hereinafter in this section the "Request"), or on the date specified in the Request as the repayment date, whichever is earlier, and provided that said Request is satisfied by the Bank.

6.9.7. When the Bank fulfils the Demand or the term deposit is withdrawn in full or in part before maturity, the provisions of the General Agreement in terms of the rate of interest on the Deposit become null and void, and it is agreed that starting from the date of Deposit placement or the last renewal (automatic reissuance) of the Additional Agreement, the Bank shall calculate accrued interest on the term deposit at the rate applicable for demand deposits.

6.9.8. Upon withdrawal of funds from the deposit account before maturity, the Depositor authorises the Bank to debit the deposit account for an amount equivalent to the difference between the interest on the term deposit already paid to the Depositor and the interest to be paid to the Depositor.

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6.9.9. If the Depositor has not provided account details for a non-cash transfer of the deposit and has failed to appear at the Bank to obtain the deposit on the day specified as the deposit maturity date, the Demand shall be deemed not submitted and the Deposit shall continue to be held on the deposit account in accordance with the provisions of the General Agreement.

6.9.10. Funds from the savings account shall be repaid to the Depositor in full or in part by transferring the deposit to his/her current account using the e-Banking service and/or the Mobile App.

6.9.11. A deposit account shall be closed after the time deposit is fully repaid. The savings account shall be closed at the Client's initiative by submitting an account closure application at the Bank's Office or electronically using the e-Banking service. A deposit account may be closed at the Bank's initiative in the cases provided for by the effective legislation and/or the terms and conditions of the General Agreement.

### **6.10. Mortis causa provision**

6.10.1. When opening a deposit account and depositing funds in his or her favour, the Depositor may, in contemplation of his or her death before the deposit maturity date set forth in the Additional Agreement, make a testamentary prescription to the Bank bequeathing his or her rights to the deposit to a particular person.

6.10.2. The Parties have agreed that the Depositor's rights to the deposit shall be transferred to such person on the day such person submits to the Bank an application for transfer of the deposit and a certificate of inheritance of the rights to the deposit, or a notary permission letter to obtain the deposit, or a respective court ruling, and provided that the Bank is in receipt of the documents required to verify the Beneficiary's identity in accordance with the applicable procedure.

### **6.11. Deposit pledge clause**

6.11.1. To discharge his or her obligations under the General Agreement, including those arising out of the use of overdraft facility on the account, the Client may insert in the Additional Agreement a provision that the deposit is to serve as collateral (pledge). In such cases, having regard to Part 2 of Article 546 of the Civil Code of Ukraine, the Parties have agreed that subject to the availability of the Client's deposit on the deposit account on the maturity date of the deposit, the Client authorises the Bank to transfer the deposit and accrued interest to the Depositor card account specified in the Additional Agreement on Setting Up an Overdraft Facility on Card Accounts, unless the overdraft facility set up on the Client's card account has already been cancelled/terminated.

6.11.2. The Parties have agreed that if overdraft debt is incurred on the Client's current account due to cancellation/expiry/exceeding of the established overdraft limit, the Bank may regard this as an application (Demand) for repayment of the deposit before maturity and may transfer the deposit and accrued interest to the Depositor current account specified in the Additional Agreement on Setting Up an Overdraft Facility on Card Accounts on the date that follows the date of such cancellation/expiry/exceeding of the established overdraft limit.

### **6.12. Rights and obligations of the Parties**

6.12.1. The Bank undertakes to:

6.12.1.1. accept funds transferred to the deposit account on the terms of the General Agreement, provide for their safe custody and render timely and full accrual of interest pursuant to the terms and procedures agreed by the Parties;

6.12.1.2. repay the deposit to the Depositor and pay interest on the deposit subject to the terms and conditions set forth in the General Agreement and Additional Agreement.

6.12.1.3. The Bank undertakes such other obligations as are set forth in the General Agreement.

6.12.2. The Client undertakes to:

6.12.2.1. deposit funds in the deposit account within the period specified in the Additional Agreement or provide for such depositing by a Third Party;

6.12.2.2. notify the Bank in writing of any changes in its payment details within five banking days.

6.12.2.3. The Client undertakes such other obligations as are set forth in the General Agreement.

### **6.13. Liability of the Parties**

6.13.1. If the Bank fails to repay the deposit proceeds to the Depositor in due time, the Bank shall pay a fine levied at a discount rate of the National Bank of Ukraine on the overdue amount for each banking day of delay.

## **Section 7. Payment card issue and maintenance**

### **7.1. General terms and conditions**

7.1.1. Payment card shall be issued to Client's current accounts considering the requirements and restrictions imposed by the regulations of the National Bank of Ukraine, the applicable legislation of Ukraine, the Visa International rules, and the General Agreement. A payment card shall not be issued to current accounts open for investing in Ukraine.

7.1.2. In case the Client orders the service of issuing and maintaining a BPC to the current account, the Bank shall, on the terms and conditions provided for in the General Agreement and on the basis of the Client's application

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form for the issue of a BPC (hereinafter the “application form”), issue a BPC IPS Visa of the type specified by the Client in such application form in accordance with the terms and conditions provided for in the Bank’s Tariffs.

7.1.3. The service of issuing and maintaining a BPC IPS Visa of the type specified by the Client provides for the Bank’s comprehensive services for the Client on the terms and conditions defined in the Bank’s Tariffs.

7.1.4. The Client may, on its own initiative, change the type of BPC issued to its current account to another one provided for by the Rates, with increased or decreased service limits. In this case, a change to a reduced service limit is possible no more than twice per calendar year. The Client shall initiate a change in the BPC type issued to the Client’s current account by submitting a respective request to the Bank through the e-Banking system or by contacting the Bank’s Contact Centre or the Bank via Video Consultation. If the Client uses a current account to receive wages or any other payments from the employer, as well as if the employer pays the Bank a fee for crediting wages and other payments to this current account, during the entire period of such use of the account, the type of its BPC shall be changed, provided the Client’s employer gives its prior consent thereto. A request to change the type of BPC issued to the Client’s current account may be submitted to the Bank by the Client’s employer on its behalf in paper form at the Bank Branch or electronically through the employer’s e-Banking system.

7.1.5. The Client shall be entitled to receive a BPC issued in the name of the Client at any branch of the Bank, branch of the third party (postal operator) or at any of the Bank’s Automated Parcel Terminal located in the respective Self-Service Area.

7.1.6. The way of receiving BPCs shall be determined by the Client independently and specified by them on the application form. By signing the application form, the Client confirms that they are aware of all risks associated with the loss/destruction/damage of BPCs issued in their name, and/or their details in the process of delivery of BPCs by a third party (postal operator) and accepts them voluntarily, have no claims to the Bank regarding the method of sending the BPCs or possible negative consequences related to the sending.

7.1.7. The Client may obtain a BPC issued in the Client’s name at any Branch of the Bank or a third party (postal operator) or at any Post Office of the Bank located in the relevant Self-Service Space.

7.1.8. If the Client receives a BPC in the branch of a third party (postal operator), the Client shall be informed about the delivery of the BPC to the branch, collecting it at the branch, etc. in accordance with the terms of the services provided by said third party. If the Client receives the BPC at an Automated Parcel Terminal of the Bank, the Bank shall inform the Client about the delivery of the BPC to the Automated Parcel Terminal on the day of delivery thereof by sending an SMS message or a message in the software application (messenger) to the Client.

7.1.9. If the Client receives a BPC using an Automated Parcel Terminal, the confirmation of personal receipt of the BPC shall be considered to be the correct entry by the Client 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 software applications (messengers) indicated by them in the questionnaire.

7.1.10. If the Client has not received the BPC within seven (7) calendar days upon receipt of the BPC at the office of the third party (postal operator) and/or the Automated Parcel Terminal, the BPC shall be returned to the Bank. To have the BPC resent, the Client may apply to the Bank through the Bank’s Contact Centre or through a Video Consultation. Otherwise, the BPC will be destroyed in accordance with the Bank’s internal regulations.

7.1.11. In order to receive the PIN code for the new BPC, the Client shall set the PIN code in the Mobile Application or send a text message to 3454 from their own telephone number (provided to the Bank beforehand) in XXXX format, where XXXX shall mean the last four digits of the BPC. After this request is processed, the PIN code shall be sent to the Client’s telephone number in a text message

7.1.12. The Client is entitled to change the PIN code immediately after it is set and during the BPC term and/or the respective additional agreement to the General Agreement if it is terminated before the expiry of the BPC term, independently using the Mobile App, or contact the Bank’s Contact Centre or the Bank by Video Consultation in this respect.

7.1.13. Based on the Client’s Application Form, the Bank shall issue Additional payment cards to enable the Client’s Authorised Persons to operate the current account. The Client shall be entitled to receive an Additional payment card to his/its current account issued in the name of the Authorised Person provided that such a person was previously identified and verified by the Bank. If the Client receives an Additional payment card issued in the name of the Authorised Person, the signature of the payment card Holder on the payment card reverse side shall be optional. All Additional payment card operations shall be shown on the current account.

7.1.14. The Bank shall issue the BPC within fourteen (14) business days from the date the Bank accepts the documents provided by the Client in full and required for the BPC issuance, as well as after the payment of the fee for the BPC issuance in accordance with the Rates. Prior to the issuance of the BPC, the Client can make calculations using the details of the BPC displayed in the Mobile Application, and/or the Mobile Payment Application Token. In case of a change in the BPC type, the BPC change according to the changed type shall take place within 14 business days, starting from the 1st day of the month following the one where the request for this change was obtained by the Bank.

7.1.15. All payment cards belong to the Bank. It is prohibited to transfer payment cards to third parties under any circumstances.

7.1.16. Only the person whose name, surname and signature are indicated on the payment card shall have the right to use such a card.

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7.1.17. If the Client uses a current account to receive wages and any other payments from the employer, the Parties have agreed that during the entire period of such use, any information and documents related to the opening and servicing of the current account, issued by the BPC to the accounts included in the basic package of services in its name or in the name of the BPC Holder specified by it, may be transferred by the Bank to the Client through employer's authorised persons (including employees).

### **7.2. Payment methods and procedure**

7.2.1. The payment transaction on the current account using the Client's BPC shall be initiated by providing a payment instruction with the BPC. Consent to the payment transaction execution using the BPC and the signing of the payment instruction by the BPC Holder shall be confirmed by the Client by initiating this transaction using the BPC and/or the relevant information about the completed operation delivered by the IPS

7.2.2. Before executing a payment transaction on the current account using the BPC, the Client shall get familiar with the Rates, which include the Bank's fee for this transaction. By executing the transaction, the Client shall confirm that it is familiar and agrees with the Bank's current Rates.

7.2.3. If the currency of settlements under a transaction executed using a BPC differs from the currency of the current account, the Bank shall, based on the results of processing information about the executed transaction, recalculate the transaction amount into the currency of the current account as follows:

- If the transaction currency is US dollar or euro, the Bank shall convert funds into the currency of the current account at the exchange rate of the currency of the current account to US dollar or euro, respectively, set by the Bank for BPCs as of the day of debiting from the current account.
- If the transaction currency is not US dollar or euro, the transaction amount shall be converted by the IPS into US dollars at the exchange rate of the respective foreign currency to US dollar set by the IPS, with a commission fee set by the Tariffs, 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 of the currency of the current account to US dollar set by the Bank for BPCs as of the day of debiting from the current account.
- If the transaction currency is UAH 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 to US dollars at the exchange rate set by the IPS, with a conversion commission fee set by the Tariffs, 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 the current account to US dollar set by the Bank for BPCs as of the day of debiting from the current account. The Client can check the exchange rate of UAH to foreign currencies set by the Bank for BPCs on the Bank's Website in the "Exchange Rate (Cards)" section. The exchange rate difference that arose as a result of the conversion of funds from one currency to another may not be the subject of claims by the Client.

7.2.4. In order to minimise the risks of fraudulent transactions with the payment cards, the Bank and the Client have agreed that the Bank shall establish daily limits on payment card transactions, which can be found on the Bank's Website in the "Fee schedule and terms of services" section.

7.2.5. If it is necessary to change the restrictions set by the Bank for conducting transactions with the BPC, the Client may apply to the Bank through the Bank's Contact Centre or using the Video Consultation service or the 24-hour customer service for BPC use or set individual limits using the Mobile Application.

7.2.6. The Client must personally receive statements on the current account at least once a month. In case of any disagreement with a transaction shown on the statement, the Client shall send a written statement of his disagreement with the transaction to the Bank within 25 days of the Bank's statement of the current account reflecting said transaction, but not later than 70 days after the transaction date. After receipt of a statement of disagreement with a transaction, the Bank shall conduct an investigation in accordance with procedures and within the terms established by the Visa International rules. In the event of successful completion of the investigation and return of funds to Visa International on the operation in question, the Bank shall credit the returned funds to the current account via a Visa International and/or Processing Centre payment message.

### **7.3. Expiry/suspension of payment card**

7.3.1. The payment card's period of validity is the period of time commencing on the date of its issuance (or reissuance) and ending on the last day of the month specified in MM/YY format (where MM stands for two digits of the month sequence number and YY stands for two digits of the year sequence number) on the obverse side of the card.

7.3.2. If the Bank has not received a statement from the Client refusing the reissue of the payment card for the new term a month before the expiry date of the card, the Bank will reissue the card for the new term within 14 (fourteen) working days, provided that the card is active and sufficient funds are in the account to pay the commission according to the Fee Schedule in accordance with section 7.2 "Payment methods and procedure" of this General Agreement.

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7.3.3. The Bank reserves the right not to reissue the payment card for the new term in the event that the type of card or product is not listed in the Bank's Fee Schedule on the date of the reissue and the Client has not provided a statement to reissue the payment card, or when other provisions of the General Agreement are not met.

7.3.4. Upon expiry of the payment card, the Client/payment card holder shall return such payment card to the Bank within one month following its expiry.

7.3.5. If the Client has failed to perform his or her obligations to pay off the unauthorised overdraft and/or the interest charged on such unauthorised overdraft, the Bank may suspend the validity of the payment card by blocking all payment cards issued to the Client/payment card holders, suspend service and demand that all payment cards be returned to the Bank by the Client/payment card holders.

7.3.6. The Client shall be entitled to independently initiate the reissue of a BPC by contacting the Bank through the Bank's Contact Centre or by using the Video Consultation service and successfully completing the identification process.

### **7.4. Instructions for use of the payment card and PIN code**

7.4.1. The Bank hereby provides instructions for the use of payment cards and the Client undertakes to comply strictly with these instructions.

7.4.1.1. The payment card is used to obtain cash disbursements from ATMs and cash desks of banks as well as to pay for goods and services at purchase locations.

7.4.1.2. Upon receipt of the payment card, the Client shall promptly sign on the signature stripe on the reverse side of the card.

7.4.1.3. The payment card remains valid until the last day of the month indicated on its obverse.

7.4.1.4. Payment card transactions and cash withdrawals can be made solely within the limits of the amount available in the Client's current account.

7.4.1.5. Locations where the Client can pay for goods and services and obtain cash disbursements are marked with the VISA logo.

7.4.1.6. Within Ukraine, payments for goods and services by payment card at purchase locations are processed in Ukrainian hryvnia regardless of the current account currency, whereas abroad such payments are processed in the currency of the receiving country.

7.4.1.7. In Ukraine, the Client may obtain only Ukrainian hryvnia cash disbursements from current accounts with Ukrainian hryvnia as the main currency. Cash disbursements from current accounts with the US dollar or the euro as the main currency can be obtained in the respective currency only at the cash desks of the Bank.

7.4.1.8. Using bank payment cards for the settlements related to activities that are contrary to or prohibited by the laws of Ukraine is prohibited.

7.4.1.9. The Client is advised to keep disbursement slips until he or she receives a current account statement from the Bank.

7.4.1.10. If the Client objects to the transactions reflected in the card account statement, the Client shall promptly contact the Bank in writing. It should be noted that the interval allowed for claims is limited under the operating regulations of Visa International.

7.4.1.11. Should there be any questions regarding transactions involving the use of a BPC, the Client can contact the Bank through the Bank's Contact Centre or use the Video Consultation service or the 24-hour customer service on the use of BPCs.

7.4.1.12. The Bank hereby warns and informs the Client that they should never respond to requests received by e-mail, mail, or telephone (SMS) and should not disclose the details of their BPC or their personal data. Any such request may be an attempt to obtain personal information in a fraudulent manner. Should the Client receive such a request, they should refrain from taking any actions to respond to it and should immediately contact the Bank to inform it about the event.

7.4.2. The Bank hereby provides instructions for the use of PIN codes, and the Client undertakes to comply strictly with these instructions.

7.4.2.1. The PIN code is used to:

- obtain a cash disbursement from an ATM, when it is entered directly on the ATM's keyboard;
- obtain a cash disbursement from a bank's cash desk, when it is entered directly on the special device (PIN pad) located at the cash window;
- pay for goods and services using a payment card with a chip.

7.4.2.2. The Client is advised to never write down his or her PIN code but rather to memorise it. If nonetheless the Client decides to write it down, the Client should make sure that he or she does not put a note with the PIN code into his or her wallet. The Client should never write his or her PIN code down on the payment card or put a PIN code note together with the payment card.

7.4.2.3. The Client undertakes to not hand over his or her payment card or disclose his or her PIN code to anyone (including relatives, bank employees, law enforcement officials or cashiers at purchase locations).

7.4.2.4. If the Client wants Third Parties to have access to his or her card account, the Client may order an additional payment card in such Third Party's name.

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7.4.2.5. If the Client suspects that their PIN code has become known to other persons, the Client shall change it to a new one in the Mobile Application or at the Bank’s ATM (obvious, easily predictable digital combinations should be avoided).

7.4.2.6. If the Client has forgotten their PIN code, the Client must immediately set a new PIN code in the Mobile Application or contact the Bank through the Bank’s Contact Centre or use the Video Consultation service during working hours to obtain a new PIN code. The new PIN code will be sent to the Client’s telephone number (previously provided to the Bank) by SMS message on the next business day. To activate the new PIN code, the Client can perform any transaction at one of the Bank’s ATMs.

### **7.5. Instructions for ATM use**

7.5.1. The Client is recommended to give preference to the ATMs of ProCredit Bank or those of its partner banks and to use ATMs installed in the bank branches and well-lit public areas.

7.5.2. The Client is recommended to prepare his or her payment card in a timely manner and try not to waste time at the ATM searching his or her wallet for the payment card.

7.5.3. If the Client notices any signs of ATM malfunction or discovers any suspicious devices nearby or on top of the machine, the Client should immediately inform the bank and make use of another ATM.

7.5.4. The Client shall make sure that the persons standing behind him/her in the queue at the ATM do not have the opportunity to see the PIN code or the amount of cash.

7.5.5. Cash disbursement from an ATM can be obtained only if the PIN code is entered correctly. If the PIN code is entered incorrectly three times in succession, the payment card becomes blocked and may be retained by the ATM.

7.5.6. The Bank hereby informs the Client that an ATM can retain the payment card if:

- the PIN code has been incorrectly entered three times in succession;
- the payment card has expired;
- the payment card is entered into a stop list, etc.

7.5.7. In the event that the BPC is retained by an ATM, to reclaim it the Client must apply to the bank that services the ATM within 3 days from the date of the card being withheld, or to the Bank through the Bank’s Contact Centre or use the Video Consultation service to have the BPC blocked and reissued.

7.5.8. The Client should avoid distraction when withdrawing cash. The Client should remove the cash disbursement and payment card as soon as ATM dispenses them. The Bank hereby informs the Client that if the Client does not promptly take out cash and payment card within 20 seconds, the ATM will retain them.

### **7.6. Using payment card to obtain cash from bank cash desks or pay for goods and services at purchase locations**

7.6.1. The Client has the right to demand that payment card transactions be processed in his or her presence.

7.6.2. When paying for goods and services at purchase locations or obtaining cash disbursements from a bank’s cash desks with the payment card, the Client should first check whether the payment/withdrawal slip states the correct amount, currency and date of transaction before signing it. By signing the slip, the Client acknowledges that the amount stated therein is correct and instructs the bank to debit his or her card account. The Client should not forget to take a copy of the slip after the transaction has been completed.

7.6.3. The Client should demand that incorrect receipts be destroyed in his or her presence.

7.6.4. Cash disbursements are obtained from bank cash desks only upon presentation of the Client’s passport or a passport substitute document to a cashier to identify the Client as the legal holder of the current account or payment card.

7.6.5. If goods have been returned or services have not been rendered in full, the Client must personally contact the purchase location from which he or she purchased goods or services. An employee of such purchase location must give the Client a credit voucher to return the respective amount to the Client’s card account. The Client’s card account is then credited with the respective amount, usually within two weeks.

7.6.6. When using the payment card to pay for goods and services on the Internet, the Client should keep to the following rules:

7.6.6.1. Always purchase at secure and reliable websites. To check the website’s reputation, pay attention to the following:

- confidential data protection rules – rules about protecting private information associated with online transactions are always available on trustworthy websites;
- ordering information – make sure that all the ordering information is available, including delivery date, aftersales commitments and rules concerning the rejection of goods;
- online shop information – make sure that the company’s postal address and contact telephone numbers are available.

7.6.6.2. Do not use the payment card on websites without data encoding. The URL should start with “https”, rather than “http”.

7.6.6.3. Under no circumstances should the PIN code be used during online transactions.

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7.6.6.4. Give preference to websites displaying "" or other substitute characters when the payment card number and other confidential data are entered.

7.6.7. Special aspects of use of the Mobile Payment Application:

7.6.7.1 In order to carry out transactions from his/her current account, the Client may use the Mobile Payment Application; for this purpose, the Client shall register the BPC by entering the details thereof in the Mobile Payment Application in accordance with the rules for use of the corresponding Mobile Payment Application. After the details are verified by the Bank and the registration is confirmed, an additional electronic payment instrument, i.e. Token, is created in the Mobile Payment Application.

7.6.7.2. A Token of the Mobile Payment Application may be used to pay for goods and services, and to view information on the prior transactions carried out by means of the Mobile Payment Application. Transactions shall be performed in accordance with the settings of the Client's mobile device, by checking a finger print, entering a password (a graphic or digital one) or as otherwise provided for by the corresponding mobile device.

7.6.7.3. The Client confirms that he/she understands that the Bank only permits Mobile Payment transactions if licensed software and Mobile Payment Applications are used.

7.6.7.4. The Bank shall not be liable for the adequacy of operation of the Client's mobile device, the Mobile Payment Application and any services provided by third parties (mobile communication operations, software developers, etc.) when the Mobile Payment Application and/or Client's mobile device is used. Use of the Token implies the electronic transfer of personal information by means of wireless third-party technology that cannot be controlled by the Bank and therefore, the Bank cannot guarantee the confidentiality and security of such data transfer. Confidentiality and security of data transfer are ensured in accordance with the terms of use of the Mobile Application. When data is transferred during the registration process of the BPC with the Mobile Payment Application, the Bank treats the Client's actions as the unconditional consent to such a data transfer.

### **7.7. Actions to be taken when the BPC or mobile device with the installed Mobile Payment Application is lost or stolen**

7.7.1. In cases of loss or theft of the BPC or mobile device with the installed Payment Mobile Application or other cases of possible unauthorised use of the BPC and/or its details and/or the Token of the Payment Mobile Application, the Client shall immediately disable the BPC in the Mobile Application or e-Banking system or call the Bank via the Bank's Contact Centre or via round-the-clock customer service for the use of BPC and block BPC or take the opportunity to block BPC through the e-Banking system

7.7.2. If the BPC or mobile device with the installed Mobile Payment Application is lost or stolen, the Client shall be fully liable financially for all the transactions carried out using the lost BPC or Token of the Mobile Payment Application until it is blocked.

7.7.3. The Client is entitled to apply to the Bank for the re-issuance of the BPC by means of a corresponding written application or telephone call to the Contact Centre of the Bank or by using the Video Consultation service after successfully completing the identification process.

### **7.8. Rights and obligations of the Parties**

7.8.1. The Bank shall have the following rights:

7.8.1.1. The Client authorises, and the Bank may at any time, suspend the payment card or Token of the Mobile Payment Application, cancel the overdraft facility set up on the current account, change the daily transaction limits as well as refuse to reissue, change or issue the new payment card to suppress or prevent possible fraud, unlawful acts or actions that have not been coordinated with the Bank.

7.8.1.2. the Client authorises and the Bank shall be entitled to provide the Client/payment card holder or a person that has called the Bank and furnished correct details of the Client/payment card holder specified in the application, with information about the status of, balance of and activity on the payment current account in accordance with the provisions of the General Agreement, as well as carry out other actions in line with the General Agreement.

7.8.1.3. to debit funds from the Client's current account in cases stipulated by the General Agreement.

7.8.1.4. to debit funds from the Client's current account in cases stipulated by the General Agreement. Destroy the BPC issued/reissued to the Client/BPC Holder if the Client/BPC Holder has not received the BPC for use within sixty (60) calendar days from the date of submitting an application to the Bank for the issue of the BPC in the form established by the Bank or from the date of reissue of the BPC for a new term carried out by the Bank independently or on the basis of the Client's application to the Bank through the Bank's Contact Centre or by using the Video Consultation service in accordance with the conditions stipulated by the General Agreement. The next reissue of the BPC to the Client shall be carried out at the expense of the Client in accordance with the tariffs in force.

7.8.1.5. to make changes to the rules of use of the BPC or to the Tariffs in terms of maintenance of the BPC by notifying the Client of the relevant changes no later than 30 calendar days before the effective date thereof.

7.8.1.6. The Bank has such other rights as are set forth in the General Agreement.

7.8.2. The Client has the right to:

7.8.2.1. command funds in his or her current account within the limit on the payment card in compliance with the General Agreement, the regulations of the National Bank of Ukraine and Applicable Law.

7.8.2.2. for Clients who are minors between fourteen and eighteen years of age, the Client may individually administer his or her earnings, stipend or other income. These Clients, being minors, may administer funds paid

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into the Bank in full or in part by other persons in his or her name, subject to the consent of the guardianship and custodianship agency and parents (adoptive parents) or custodian.

7.8.2.3. change daily payment card transaction limits or unblock payment card transactions as prescribed by the General Agreement.

7.8.2.4. suspend payment card transactions, including those of payment card holders or those carried out with Tokens of the Mobile Payment Application, by having them blocked as prescribed by the General Agreement with a respective commission under the Fee Schedule being paid to the Bank.

7.8.2.5. The Client has such other rights as are set forth in the General Agreement.

7.8.3. The Bank undertakes to:

7.8.3.1. maintain the current account pursuant to the terms and procedures set forth in the General Agreement, the regulations of the National Bank of Ukraine and Applicable Law.

7.8.3.2. The Bank undertakes such other obligations as are set forth in the General Agreement.

7.8.4. The Client undertakes to:

7.8.4.1. pay to the Bank a commission/fee under the applicable Fee Schedule for the issuance of each payment card on the day of execution of the Additional Agreement and application for issuance of the payment card/additional payment cards.

7.8.4.2. control the movement of funds on the current account (including by enabling and using the SMS notification service) and inform the Bank of the transactions that were not carried out by the Client.

7.8.4.3. duly comply with the requirements of the General Agreement.

7.8.4.4. in the event of refusal to renew the payment card, to file a respective application notifying the Bank thereof one month before expiry of such payment card.

7.8.4.5. individually settle relationships with holders of additional payment cards in terms of making debit transactions on the card account.

7.8.4.6. comply with the other obligations as set forth in the General Agreement.

### **7.9. Liability of the Parties**

7.9.1. The Client shall not hand over their payment card to third parties or disclose his/her payment details for a mobile device on which the Mobile Payment Application, Mobile Application ProCredit MobileSign is installed as well as other information which would enable payment transactions to be initiated and shall take whatever action possible to protect the payment card or/and mobile device from loss or theft and ensure safe storage. The Client shall not disclose his/her PIN (including password) to third parties and shall keep it secret and safe so that under no circumstances shall it become known to any third party. The Client shall not write down his or her PIN on the payment card and/or other items kept with the payment card and shall delete any message containing the PIN immediately after having read such a message. The Parties agree that failure of the Client to comply with the obligations referred to hereinabove shall be deemed to be an act of omission resulting in unauthorised use of the PIN, whereby responsibility or liability for any and all payment transactions performed with the use of the PIN is borne by the Client. The Parties further agree that failure of the Client to comply with the aforementioned obligations shall be deemed to be an act of omission resulting in unauthorised use of the payment card, its payment details, PIN, Token of the Mobile Payment Application or other information enabling initiation of payment transactions, whereby responsibility or liability is borne by the Client.

7.9.2. Non-receipt or untimely receipt of the current account statement shall not exempt the Client from fulfilment of obligations under the General Agreement.

7.9.3. The Client bears responsibility for the timeliness and accuracy of taxation of the card account transactions in accordance with Applicable Law.

7.9.4. The Bank shall not be held liable to the Client for conflicts beyond the Bank's control arising in connection with malfunction of the payment system, settlements system, data processing and transmission system, blocking of the payment card on the initiative of Third Parties or refusal to accept the payment card to pay for goods and services or disburse cash. The Bank shall not be held liable for the quality of goods and services purchased using the payment card.

7.9.5. The Parties have agreed that if the Client uses SMS text messaging services and/or if information as to the balance of the current account and/or statement of the current account is provided to the Client upon his or her request via email, fax, remote banking facilities, etc., then the Bank shall not be held liable for disclosure of transmitted information to Third Parties, since such information is transmitted via non-secured communication channels and therefore may become known to Third Parties.

7.9.6. All information provided to a person by phone and all actions carried out in line with the provisions of the General Agreement, are deemed to have been provided to the Client/payment card holder upon his or her request and authorisation. The Client/payment card holder represents and warrants that a person providing correct information as indicated in the application is the Authorised Representative of the Client/payment card holder who is entitled to obtain requested information and act in accordance with the General Agreement. The Client/payment card holder understands and agrees that there is a possibility of unauthorised access by Third Parties to information about transactions on the current account, including instances in which information specified in the application inadvertently comes to the knowledge of a Third Party. Should such an incident occur, the Bank shall not be held

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liable for the disclosure of information and the Client/payment cardholder shall have no claims against the Bank, unless the Client can prove all of the provisions of the General Agreement with regard to current account and payment card use have been complied with.

7.9.7. Losses inflicted on the Bank by the Client or payment card holder due to non-performance of this General Agreement shall be compensated by the Client to the Bank on the fifth calendar day from the date on which a respective written demand is sent to the Client address stated in the application and/or delivered to the Client/the Client's representative.

7.9.8. In the event of non-fulfilment or improper fulfilment of the provisions of this General Agreement by the Bank and the Client, the Parties shall be held liable in accordance with Applicable Law.

### **7.10. Termination of service**

7.10.1. The service may be terminated by the Client after the payment card blocking by returning to the Bank all payment cards provided to the Clients / payment card Holders and closing the payment card current account.

7.10.2. The services may be terminated by the Bank on the terms and conditions specified in the General Agreement.

## **Section 8. E-Banking remote banking service**

### **8.1. General terms and conditions**

8.1.1. When the Client orders the electronic banking service E-Banking (allowing remote management of accounts) by concluding with the Bank the “Additional Agreement on the Provision of E-Banking Electronic Banking Services” or Additional Agreement on the Provision of a Basic Set of Services, hereinafter referred to in this section as the “Additional Agreement”, the Bank grants the Client the possibility to conclude remote transactions with the Bank, sign documents remotely, perform transactions on the accounts opened in the name of the Client, and remotely operate the accounts using electronic payment instruments. However, paper payment documents can be used as prescribed by the Fee Schedule, Applicable Law of Ukraine and this General Agreement.

8.1.2. The provision of remote account maintenance services by the Bank, in agreement with the Bank, shall also be made possible through activating it by contacting the Bank's Contact Centre or by using the Video Consultation service and successfully completing the identification process. Only persons who correctly type the password and meet the other identification requirements are authorised to order the remote account maintenance services. In this case, for the purposes of providing the service under the General Agreement, the Supplementary Agreement shall be deemed to have been executed by the Parties remotely.

8.1.3. The Client can access E-Banking on the Bank's website.

8.1.4. Before making transactions via the E-Banking system, the Client shall undertake to familiarise himself or herself with the Fee Schedule stating the Bank's commission for such transactions, the terms and conditions for the provision of access to E-Banking and transaction limits. By performing a transaction, the Client acknowledges that he or she has read and understood the applicable Fee Schedule of the Bank and the terms and conditions for the provision of E-Banking service.

8.1.5. The service is provided to the Client only if the Client gives his or her mobile telephone number to the Bank. This mobile telephone number is used to send a one-time password to access E-Banking and a transaction confirmation code.

8.1.6. The Client must change the access password upon demand of the Bank, in particular when the Client logs in to E-Banking for the first time after obtaining the service.

8.1.7. The Client may change his mobile phone number to use it for transactions through e-Banking only by signing the updated Application Form at the Bank's Branch according to the Bank's internal procedures.

8.1.8. For remote account servicing, the Client may use the Mobile Application, Mobile Application ProCredit MobileSign in accordance with its functionality. The Mobile Application, Mobile Application ProCredit MobileSign can be used only with the enabled e-Banking account remote maintenance service.

8.1.9. To access E-Banking or Mobile Application, the Client uses the following authorisation parameters:

8.1.9.1. Login name (or Username), which the Client specifies in the Additional Agreement and which constitutes restricted information that can only be given to the responsible Bank employee. The Client may not change his or her login name. The Client shall represent and warrant that it is impossible for Third Parties to obtain information about his or her login name. Risk and liability for unauthorised use of the login name shall be borne exclusively by the Client.

8.1.9.2. The password for e-Banking provided by the Bank to the Client upon conclusion of the Additional Agreement by sending it to the Client's mobile phone number. After the Client's first e-Banking sign-in with a password received from the Bank, the Client may change the password with the possible subsequent change for an unlimited number of times. Each new e-Banking password shall be an e-Banking password for the purposes of this General Agreement.

8.1.9.3. A message confirmed by the Client in the MobileSign Mobile Application, generated by the e-Banking system and transmitted to the ProCredit MobileSign Mobile Application installed and activated on the Client's mobile device. This authorisation parameter can be used for (1) confirmation of transactions and (2) Dual Authentication

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as an additional security measure to access the e-Banking system/Mobile Application at the request of the Client, and installation and activation of the ProCredit MobileSign Mobile Application by the Client on his/her mobile device. Dual Authentication and the use of the ProCredit MobileSign Mobile Application may be refused solely upon the Client's request to the Bank for valid reasons (loss or theft of the mobile device with the installed ProCredit MobileSign Mobile Application, failure of the ProCredit MobileSign Mobile Application, in other cases of potential unauthorised use of the ProCredit MobileSign Mobile Application). In cases where the Client uses the ProCredit MobileSign Mobile Application, the transaction confirmation code specified in Clause 8.1.9.4.

of the General Agreement is not used to confirm transactions.

8.1.9.4. In such a case:

- The Client shall ensure/guarantee that third parties cannot access and/or use the ProCredit MobileSign Mobile Application and the password to the e-Banking system or Mobile Application.
- The risk and all responsibility for the use of the ProCredit MobileSign Mobile App, the password for entering e-Banking or the Mobile App shall be borne exclusively by the Client, except for the cases where third parties have gained access thereto through the Bank's fault proven in accordance with the procedure provided for by the Ukrainian legislation.
- The Bank unconditionally considers any person who has used the ProCredit MobileSign Mobile Application, login and password to the E-Banking system or Mobile Application to be the Client, and shall not be liable if this is not the case.

8.1.9.5. The transaction confirmation code is generated by the E-Banking system and sent to the Client immediately prior to confirmation of the banking transaction in the form of an SMS text message at the Client's mobile telephone number. Under the General Agreement, every new transaction confirmation code sent in the form of an SMS text message is the transaction confirmation code. This authorisation parameter is applied by default for (1) confirmation of transactions, and (2) Dual Authentication as an additional security measure to access the e-Banking system/Mobile Application. Dual Authentication may be refused solely upon the Client's request to the Bank for valid reasons (loss or theft of the mobile phone, failure of the SIM card, or in other cases of potential unauthorised use of the Client's mobile phone and/or SIM card).

8.1.9.6. In such a case:

- According to Article 207 of the Civil Code of Ukraine, the Parties have agreed on the possible (permitted, legitimate) use of the password to the e-Banking system and/or transaction confirmation password and/or code and/or confirmed message in the MobileSign Mobile Application (1) when the Parties conclude transactions through the e-Banking system in the future and/or (2) the Client initiates, confirms, etc. any transaction on any of his/her accounts opened with the Bank through the e-Banking system.
- The Parties have agreed that the transaction confirmation code and/or confirmed message in the ProCredit MobileSign Mobile Application is analogous to the Client's personal signature (is an electronic signature), and that all the transactions/documents signed/certified in the electronic form using the transaction confirmation code and/or confirmed message in the ProCredit MobileSign Mobile Application shall be considered as personally signed by the Client. The transaction confirmation code and/or confirmed message in the ProCredit MobileSign Mobile Application may not be invalidated because of its electronic form, or because the transaction confirmation code and/or confirmed message in the ProCredit MobileSign Mobile Application does not have the status of an electronic digital signature.
- All payment transactions/deeds/documents executed/signed electronically are electronic documents and shall be considered to have been concluded in writing and may not be contested due to their electronic form.
- The Client shall ensure/guarantee that third parties cannot access and/or use the ProCreditMobileSign Mobile App and transaction confirmation code/message.
- The risk and all responsibility for the use of the ProCredit MobileSign Mobile App, transaction confirmation code/message shall be borne exclusively by the Client, except for the cases where third parties have gained access thereto through the Bank's fault proven in accordance with the procedure provided for by the Ukrainian legislation.
- The Bank unconditionally considers any person who has used the MobileSign Mobile Application and transaction confirmation code/message to be the Client, and shall not be liable if this is not the case. Any banking transaction, agreement, etc. cannot be cancelled, terminated, invalidated, revoked, etc. if it was performed using the transaction confirmation code and/or confirmed message in the ProCredit MobileSign Mobile Application.

8.1.10. The login and the password to access the Mobile Application and the e-Banking service are the same.

8.1.11. The mobile telephone number specified by the Client in the Questionnaire is used to send the Client a one-time access password and/or new transaction confirmation code in the form of an SMS text message. The Client shall bear the risk and take the consequences of loss, seizure, information capturing in relation to the mobile phone in which a respective SIM card is installed.

8.1.12. The Bank shall render to the Client access to E-Banking or Mobile Application in the sole event of successful identification of the Client. For the purposes of providing access to E-Banking or Mobile Application, the Client's identification is deemed successful in the sole event of the Client entering the correct login name and access

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password, as well as confirmation of the message in the ProCredit MobileSign Mobile Application or entry of the correct transaction confirmation code by the Client in the case of Dual Authentication.

### **8.2. Procedure for performing banking transactions**

8.2.1. The list of banking transactions to be initiated by the Client with the use of E-Banking are set forth in the Bank's Fee Schedule. The list of transactions that can be carried out by the Client using the Mobile Application can be found on the Bank's website. The transaction limits are published in the “User Manual” section of the Bank's website.

8.2.2. The Client's initiation of any banking transaction that may be initiated by the Client through e-Banking or Mobile Application shall be deemed to be valid in case of all of the following conditions:

8.2.2.1. successful identification of the Client in line with the client identification procedure set forth in this section of the General Agreement;

8.2.2.2. identification of all the parameters of a respective banking transaction;

8.2.2.3. successful authentication of the Client by the Bank. Authentication is deemed successful in the sole event of the Client entering the right transaction identification code, as well as confirmation of the message in the ProCredit MobileSign Mobile Application or entry of the correct transaction confirmation code by the Client in the case of Dual Authentication.

8.2.3. The Bank has the right to not perform a transaction initiated by the Client upon the occurrence of any of the following circumstances:

8.2.3.1. insufficient funds on the Client account(s) to carry out a respective transaction;

8.2.3.2. failure on the part of the Client to pay for the access to E-Banking if such payment is envisaged by the Fee Schedule;

8.2.3.3. the payment reference does not make it possible to clearly identify the purpose of a financial transaction or its economic substance;

8.2.3.4. transaction does not comply with Applicable Law;

8.2.3.5. under other circumstances envisaged by the General Agreement.

8.2.4. The E-Banking electronic banking system user manual is available on the Bank's website.

### **8.3. Rights and obligations of the Parties**

8.3.1. The Bank has the right to:

8.3.1.1. demand from the Client payment for the service in accordance with the Bank's Fee Schedule;

8.3.1.2. change the encryption facilities as required in response to respective directives of the National Bank of Ukraine and/or public authorities responsible for information security matters, or on its own initiative;

8.3.1.3. make modifications to the software as necessitated by directives of the National Bank of Ukraine amending the requirements regarding software for the automation of banking activities and/or as called for by amendments to the existing regulations on banking operations, or on its own initiative.

8.3.1.4. block the Client's access to E-Banking upon the occurrence of any of the following circumstances:

➤ Client actions that make it difficult for other customers to use E-Banking;

➤ failure to pay the Bank for the service;

➤ routine maintenance procedures or software version updating, etc.

8.3.1.5. The Bank has such other rights as are set forth in the General Agreement.

8.3.2. The Client has the right to:

8.3.2.1. access E-Banking or Mobile Application at any time 24 hours a day, seven days a week;

8.3.2.2. initiate banking transactions via E-Banking or Mobile Application as set forth in this General Agreement;

8.3.2.3. The Client has such other rights as are set forth in the General Agreement.

8.3.3. The Bank undertakes to:

8.3.3.1. provide access to E-Banking or Mobile Application on the Bank's website;

8.3.3.2. provide for E-Banking or Mobile Application maintenance, which includes, among other things, debugging and fault handling;

8.3.3.3. process Client instructions to carry out transactions on the accounts during the time allotted by the Operations Schedule provided that sufficient funds are available in the accounts, including funds to pay the Bank's commission for the provision of services as set forth in the Fee Schedule;

8.3.3.4. within its power, to guarantee confidentiality of the Client and his or her transactions effected/initiated via E-Banking or Mobile Application.

8.3.4. The Client undertakes to:

8.3.4.1. abide by technical specifications and requirements for the use of E-Banking which are furnished by the Bank in writing or verbally; inform the Bank in a timely manner of any problems with E-Banking, Mobile Application, Mobile Application ProCredit MobileSign;

8.3.4.2. pay the Bank's commission for using E-Banking or Mobile Application and any fees for the effected transactions in accordance with the applicable Fee Schedule of the Bank;

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8.3.4.3. Ensure that the login and password to e-Banking and/or Mobile Application and/or ProCredit MobileSign Mobile Application and the transaction confirmation code cannot be accessed by third parties, and immediately notify the Bank about the facts or possibility of access to them by third parties;

8.3.4.4. refrain from actions that might make it difficult for other customers to use E-Banking on an ongoing or temporary basis; compensate other customers for material and/or moral damages suffered from respective actions should the Client violate this obligation.

### **8.4. Liability of the Parties**

8.4.1. The Parties shall be held liable for violation of remote service regulations when initiating and/or carrying out banking transactions of the Client with the use of E-Banking or Mobile Application in accordance with Applicable Law of Ukraine.

8.4.2. By using E-Banking or Mobile Application, the Client assumes full responsibility for all transactions carried out based on electronically submitted documents. The Client hereby agrees that the Bank shall not be held liable for losses or damages incurred by the Client or a Third Party in the following instances:

8.4.2.1. execution by the Bank of documents submitted electronically and accepted for execution as set forth in the General Agreement;

8.4.2.2. non-execution or improper execution of documents submitted electronically and accepted as set forth in the General Agreement due to force majeure circumstances and resolutions of the competent authorities which are mandatory for the Bank;

8.4.2.3. lack of access to E-Banking or Mobile Application or/and Mobile Application ProCredit MobileSign or its malfunction due to use by the Client of soft- and hardware tools that do not comply with the requirements set forth in the General Agreement;

8.4.2.4. lack of access to E-Banking or Mobile Application in the event that Third Parties obtain information about the Client's login name by any means, in particular due to imprudent or intentional disclosure by the Client of his or her login name to Third Parties, login name guessing by Third Parties, etc.;

8.4.2.5. access to and/or initiation of banking transactions by Third Parties in the event that Third Parties obtain information about the Client's login name, access password to E-Banking or Mobile Application or/and Mobile Application ProCredit MobileSign and/or transaction confirmation code by any means, in particular due to imprudent or intentional disclosure by the Client of confidential information specified herein to Third Parties, login name, access password and/or transaction confirmation code guessing by Third Parties, etc.;

8.4.3. The Client is aware of the corresponding risk, is personally and fully responsible for all consequences, possible adverse events that may occur during the use of e-Banking (for the disclosure of information, non-execution of withdrawn payment documents, performance of other actions related to the provision of such service, etc.) and/or access to e-Banking by third parties, except for the cases where third parties have gained access thereto through the Bank's fault proven in accordance with the procedure provided for by the Ukrainian legislation.

8.4.4. Any claims, complaints, application requests, etc. concerning banking transactions, which were performed with the help of the E-Banking or Mobile Application the service, shall be submitted by the Client within three working days from the day the transaction was performed. The Client agrees that in the event of his or her failure to comply with the terms, the Client's application may be dismissed without consideration by the Bank.

### **8.5. Termination of service**

8.5.1. The Bank shall terminate provision of E-Banking service and exchange of electronic documents subject to the following conditions:

8.5.1.1. if the Client has refused from using and/or has discontinued use of E-Banking operation safety facilities furnished by the Bank and/or the National Bank of Ukraine and/or if the Client has not made payments using EBanking and/or has been in default of payment of a commission/fee under the Fee Schedule for a period of two months, then the Bank has the right to terminate provision of remote banking services unilaterally without having to notify the Client. In such cases, remote banking servicing is deemed terminated from the date the Client is disconnected from E-Banking;

8.5.1.2. when an additional agreement on termination of E-Banking service is entered into between the Parties or when the service is terminated unilaterally upon the initiative of the Bank as set forth in the General Agreement;

8.5.1.3. blocking of e-Banking at the initiative of the Client, after applying to the Bank through the Bank's Contact Centre or using the Video Consultation service, provided that the employee of the Contact Centre is given the password;

8.5.1.4. blocking of E-Banking electronic banking upon the initiative of the Bank, if the Bank has reason to believe that the Client's E-Banking electronic banking has been compromised or misused, with notice being sent to the Client.

8.5.1.5. automatically in case of closing of all Client's accounts.

8.5.2. Servicing of accounts with the Mobile Application shall be terminated by the Bank in the following cases:

8.5.2.1. if the Client refuses to use the Mobile Application by removing it from his/her smartphone, tablet, or other mobile device;

8.5.2.2. if the e-Banking service is disabled for the Client in cases stipulated by this General Agreement.

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## **Section 9. Set up and maintenance of overdraft facility**

### **9.1. General terms and conditions**

9.1.1. Under the overdraft conditions, the Bank shall credit the Client's current account for payment of settlement documents in case of insufficiency or unavailability of funds in the Client's current account. The overdraft is provided to carry out transactions using the Client's current account in order to meet his/her personal needs.

order to meet his/her personal needs.

9.1.2. The overdraft shall be provided by the Bank on the terms and conditions listed on the Bank's Website in the "Proposals for Lending" subsection of the "Private Clients" section in accordance with the Client's application and on the basis of the Client creditworthiness assessment, and in accordance with the "Additional Agreement to the General Agreement on the Provision of the Overdraft on the Current Account" or the "Additional Agreement to the General Agreement on the Provision of a Basic Package of Services", hereafter in this Chapter referred to as the "Additional Agreement".

9.1.3. The number of the current account to be credited, overdraft amount, its term, types of collateral for a granted overdraft (if an overdraft is granted subject to the provision of collateral), interest rate, its type, actual annual interest rate and total overdraft value for the Client as of the date of the Supplemental Agreement shall be determined in the Supplemental Agreement.

9.1.4. In the event that it is necessary to conclude agreements for additional or related services rendered by third parties that are related to obtaining, maintaining and repaying the overdraft or to providing the overdraft, the relevant terms and conditions shall be specified in the Supplemental Agreement.

9.1.5. Overdrafts shall be provided from the date of conclusion of the Supplemental Agreement by the Parties. The Supplemental Agreement shall be concluded for the period of the overdraft established thereby. The expiration of the Supplemental Agreement shall result in the termination of the terms thereof regarding the possibility of new crediting of the current account within the overdraft amount by the Bank. All obligations of the Parties that have arisen out of the Supplemental Agreement and have not been fulfilled by them during the term of the agreement shall remain in full force and effect until they are fulfilled in full.

### **9.2. The use and repayment of overdrafts**

9.2.1. On the first day of each calendar month during the period of the overdraft and on the day of its repayment, the Client shall pay interest to the Bank for the use of the overdraft by depositing funds onto the current account credited. Interest for the use of the overdraft shall be accrued on the above dates of payment for each calendar day of the period between the date (inclusive) preceding the current accrual and the date (inclusive) of the last interest accrual (the date of the overdraft for the first accrual). Interest for the use of the overdraft shall be accrued daily on the amount of the overdraft used, at the rate specified in the Additional Agreement. In case the Client's funds on the current account are insufficient to pay the interest, the interest accrued shall be paid through increasing the overdraft amount used.

9.2.2. In order to fulfil his/her obligations in a timely manner, the Client hereby authorises and instructs the Bank to effect contractual debiting of funds from any of the Client's accounts to repay the debt for using the overdraft (including to repay the overdraft amount used and to pay the interest accrued for its use). The procedure for contractual debiting of funds shall come into force from the date of execution of the Additional Agreement by the Client.

9.2.3. In case the Client fails to repay the overdraft by the repayment deadline, the amount of the non-repaid overdraft shall be considered unauthorised debt, whereon interest and penalty shall be accrued in accordance with the General Agreement from the next calendar day after the overdraft period expiry.

9.2.4. To fulfil the Client's obligations under the Additional Agreement, in particular, if the amount of the payment made by him/her is insufficient to fulfil the obligations in full, the Client's funds shall repay the Bank's claims in the following manner: firstly, the unauthorised debt and interest accrued thereon shall be paid; secondly, the overdraft amount and interest for its use shall be paid; thirdly, penalty and other payments shall be paid.

9.2.5. In case of non-payment by the Client of accrued interest for the use of the overdraft, decrease in the amount of income necessary for obtaining the service of establishing an overdraft on the current account or its absence, location of the Client in a settlement where the public authorities of Ukraine temporarily do not exercise their powers, if on the Additional Agreement execution date the Client had an open current account of an individual entrepreneur with the Bank and carried out transactions thereon, however, during the term of the Additional Agreement, he/she closed such account or does not carry out transactions thereon for over 2 weeks in a row, or the amount of his/her income as an individual entrepreneur necessary for obtaining the service for establishing an overdraft on the current account decreased or is absent, a breach of the Additional Agreement or the General Agreement, the amount of the overdraft can be reduced to the level of the amount of the used overdraft, whereof the Bank shall notify the Client within 3 days after the effective date of such decrease in the manner defined by the General Agreement.

9.2.6. The Parties have agreed that in case the Client has a deposit in a deposit account opened with the Bank that is used as a collateral to secure the Client's obligations under the overdraft agreement, the overdraft repayment deadline shall not apply if the Client has provided an application (request) to the Bank for early repayment of the deposit accounted for on its deposit account with the Bank before the overdraft period expiry. At the same time, the

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period, within which the Client undertakes to repay the overdraft, the interest accrued for its use, the amount of unauthorised debt and the interest accrued for its use and/or penalty, if any, shall be the date of receipt of the relevant Client's application (request) for early repayment of the deposit by the Bank, whereof the Bank may additionally notify the Client in writing.

9.2.7. In the event of seizure of funds on the Client's current account and/or another restriction of the right to dispose of the Client's current account (hereinafter referred to as seizure of funds), which makes repayment of overdraft and payment of interest and other monetary obligations of the Client from cash received on the current account impossible, the Parties shall establish the following procedure for fulfilling obligations arising out of the overdraft service:

9.2.7.1. Upon seizure of funds on the Client's current account, the overdraft shall terminate and the Client shall be deprived of the right to receive any funds by using the overdraft.

9.2.7.2. The Client shall repay the overdraft amount, pay interest on its use and fulfil other monetary obligations by the expiry date of the overdraft established by the Supplemental Agreement to the account established by the Bank. The Client shall ask the Bank to provide the details of the account to which the payments shall be made.

9.2.8. The Client shall have the right to fulfil monetary obligations arising out of the overdraft service from the current account only in cases of lifting/termination of seizure of funds or where the current account contains an amount not less than the total amount of funds to be seized in accordance with the documents on the basis of which the funds were seized. Until this amount is accumulated, the funds on the Client's current account shall not be used to fulfil monetary obligations to the Bank.

9.2.9. Upon the lifting/termination of seizure of funds, the provision of an overdraft may be resumed at the written request of the Client.

### **9.3. Rights and obligations of the Parties**

9.3.1. The Bank has the right to:

9.3.1.1. cancel the overdraft as set forth in the General Agreement.

9.3.1.2. Disclose information about the Client's debts to the Bank under the General Agreement to third parties in case of a failure to fulfil or improper fulfilment of the Client's obligations to repay the overdraft, to pay the interest accrued for its use, unauthorised or other debt to the Bank.

9.3.1.3. The Bank has such other rights as are set forth in the General Agreement.

9.3.2. The Client has the right to:

9.3.2.1. use the overdraft set up under the Additional Agreement by making transactions on the current account.

9.3.2.2. Early terminate the use of the overdraft upon repayment of the used part of the overdraft, payment of the accrued interest for its use, the amount of unauthorised debt, interest accrued thereon and penalty, if any, subject to the absence of outstanding obligations for using the overdraft.

9.3.2.3. repay the portions of the overdraft used early without warning the Bank and without drawing up any document.

9.3.2.4. The Client has such other rights as are set forth in the General Agreement.

9.3.3. The Bank undertakes to:

9.3.3.1. set up the overdraft facility for the Client as set forth in the Additional Agreement.

9.3.3.2. The Bank undertakes such other obligations as are set forth in the General Agreement.

9.3.4. The Client undertakes to:

9.3.4.1. pay to the Bank the interest accrued on the overdrawn balance on a monthly basis.

9.3.4.2. repay the overdrawn amount and interest accrued on the overdrawn amount on the date specified in the Additional Agreement or in the event of the overdraft cancellation, including cancellation upon the Bank's initiative.

9.3.4.3. The Client undertakes such other obligations as are set forth in the General Agreement.

### **9.4. Liability of the Parties**

9.4.1. Unauthorised overdraft or overdraft set up for the Client, including interest accrued on the amount overdrawn or interest accrued on unauthorised overdraft shall be secured by all the Client's funds, property and property rights on which recovery can be enforced as prescribed by Applicable Law of Ukraine.

9.4.2. In the event of non-fulfilment or improper fulfilment of the overdraft service conditions by the Parties, the Parties shall be held liable in accordance with Applicable Law.

### **9.5. Termination of services**

9.5.1. Unless otherwise provided by Ukrainian law, the Client shall have the right to repudiate the Additional Agreement within 14 calendar days from the date thereof. The Client shall notify the Bank of its intention to repudiate the Additional Agreement in writing before expiration of a 14-day period.

9.5.2. If the Client does not submit notice personally, it shall be certified by a notary or filed and signed by the representative who has a power of attorney to perform such actions.

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9.5.3. Within 7 calendar days from the date of submission of written notice of repudiation of the Additional Agreement, the Client shall repay the overdraft received hereunder to the Bank and pay interest for the period from the date of receipt of the overdraft to the date of its repayment at the rate established by the Additional Agreement.

9.5.4. After expiration of the 14-day period from the date of the Supplemental Agreement, the Client shall have the right to initiate termination of the overdraft by repaying the overdraft amount, paying the accrued interest for its use, the amount of unauthorised debt, if any, and the charged fine, and signing an overdraft termination agreement at a branch of the Bank.

9.5.5. The Bank shall have the right to cancel the Supplemental Agreement and demand early repayment of the overdraft amount, payment of the accrued interest for its use, the amount of unauthorised debt and charge a fine at any time subject to notifying the Client 14 days prior to its termination date set forth in the General Agreement.

9.5.6. The Bank shall also have the right to cancel the Supplemental Agreement, demand early repayment of the overdraft amount and fulfilment of other obligations under the Supplemental Agreement by the Client in the following cases:

9.5.6.1. In case of a decrease in the Client's income needed to set an overdraft on the current account or its unavailability.

9.5.6.2. If the Client, on the date of entering into this Supplementary Agreement, had an open current account of an individual entrepreneur with the Bank and carried out transactions on it, however, during the terms of this Supplementary Agreement, closed this account or does not carry out transactions on it for more than 2 weeks in a row, or the amount of its income as an individual entrepreneur needed to set an overdraft on its current account, has decreased or is not available.

9.5.6.3. If the Client is located in a settlement where the state authorities of Ukraine temporarily do not exercise their powers.

9.5.6.4. If the Client fails to pay the accrued interest for using an overdraft.

9.5.6.5. In case of occurrence of the unauthorized debt as a result of excess of the overdraft amount.

9.5.6.6. In case of seizure of funds on the current account for which the overdraft is set.

9.5.6.7. If the Client has violated the terms of the Master Agreement or other agreements and juridical acts concluded with the Bank.

9.5.6.8. In other cases stipulated by the Master Agreement.

A notice of cancellation of the Additional Agreement, request for early repayment of the overdraft amount and fulfilment of other obligations under the Additional Agreement by the Client shall be sent by the Bank to the Client by the means provided for in the General Agreement and chosen at the Bank's discretion, in particular, by means of e-Banking and/or SMS and/or software app (messenger), and/or in writing to the Client's address specified in the Additional Agreement. The Client shall early repay the used overdraft amount and fulfil other obligations under the Additional Agreement before the termination date thereof. In case the Client fails to fulfil such obligation, the used overdraft amount shall be considered the amount of unauthorised debt, whereon the Bank is entitled to accrue a penalty in accordance with the General Agreement, as well as interest in the size established by the Additional Agreement and in the manner provided for in subsection 9.2 of the General Agreement, until the date of full repayment of the amount of unauthorised debt. The Bank is entitled to withdraw the request at any time. In such case, the Client shall repay the overdraft amount and fulfil other obligations under the Additional Agreement in the manner applicable before the request was sent (served).

### **Section 10. Direct debiting service**

#### **10.1. General terms and conditions**

10.1.1. Direct debiting service is arranged to debit the Client's account by the Bank on the terms agreed between the Parties without the Client having to submit a payment order.

10.1.2. If the Client orders the provision of direct debiting services by means of e-Banking or by visiting a branch, the Bank shall provide such services as per the terms set forth in the "Additional Agreement on Provision of Direct Debiting Services", hereinafter referred to in this section as the "Additional Agreement". Direct debiting services are provided on automatic renewal terms only if ordered by visiting a branch.

10.1.3. The procedure for and provisions of direct debiting (details of account, debiting currency, beneficiary, beneficiary bank, beneficiary account number, ITIN/USREOU of the beneficiary, amount debited, time limits, frequency of debiting, special terms of debiting) are stipulated in the Additional Agreement or as otherwise agreed between the Parties.

#### **10.2. Payment methods and procedure**

10.2.1. Direct debiting is carried out within the limits of the balance of the Client's account, irrespective of the limit on the payment card. The Client undertakes to individually keep track of the balance of the current account, giving due consideration to the time limits of actual debiting of funds from the Client's current account set forth in the "Payment methods and procedure" clause of section 7 of the General Agreement.

10.2.2. The Bank shall not carry out debiting if there are insufficient funds in the account or if the account is garnished or if such funds serve to secure the performance of the Client's obligations to the Bank.

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10.2.3. Funds shall be debited at the beginning of the banking day in accordance with the terms and conditions specified in the Additional Agreement and/or Operational Regulations.

10.2.4. If the Client has liabilities to the Bank, direct debiting shall first be carried out to discharge such liabilities.

### **10.3. Termination of services**

10.3.1. Direct debiting may be terminated at the request of the Client with the Additional Agreement on Termination of the Provision of Direct Debiting Service being submitted to that effect.

10.3.2. Contractual debiting on behalf of the Client shall be terminated, without the Supplementary Agreement to the General Contract regarding the termination of the contractual debiting service from accounts being signed, if the account to which funds are transferred in accordance with the terms of the Supplementary Agreement is closed or if the Client cancels contractual debiting using the e-Banking service and/or submits a request via the Bank's Contact Centre and/or the Video Consultation Service.

10.3.3. In the event of improper use of payment details by the Client, direct debiting may be terminated by the Bank unilaterally with no Additional Agreement on Termination of the Provision of Direct Debiting Service being signed to that effect.

## **Section 11. SMS text messaging service**

### **11.1. General provisions**

11.1.1. The text messaging service shall mean the Client notification instrument that enables a user to receive information on balance of current and deposit accounts and other information in the SMS (Short Message Service) text format to mobile telephone numbers under the GSM standard of the Ukrainian mobile communication operators, in particular, by using software and/or hardware, online applications.

11.1.2. If the Client has requested the SMS-notification service, the Bank shall provide a set of information services by means of sending SMSs to the Client's mobile phone number as per the terms and conditions specified in the General Agreement.

11.1.3. The purpose of the SMS-notification shall be to provide the Client with the opportunity to control the utilisation of funds on the Client's accounts, to reduce the risk of unauthorised use of funds, and to obtain other useful information.

11.1.4. By SMS-notification, the Client is informed about the cash flow on all his accounts.

### **11.2. Procedure for connection to the service**

11.2.1. The SMS notification service is automatically enabled for the Client by the Bank when opening any account for the Client. The Client can activate the SMS notification service by contacting one of the Bank's branches or the Bank's Contact Centre or by using the Video Consultation service and successfully completing the identification procedure. Only persons who correctly type the password and meet the other identification requirements are authorised to order the service through the Bank's Contact Centre or by using the Video Consultation service.

11.2.2. The SMS notification service is enabled for the Client by the Bank within one banking day upon the Client's contacting one of the Bank's branches or the Bank's Contact Centre or using the Video Consultation service.

### **11.3. Payment methods and procedure**

11.3.1. The Client pays for the service in accordance with the Bank's Fee Schedule.

11.3.2. The minimum transaction amount for receiving SMS shall be automatically established by the Bank. The information on the minimum transaction amount shall be provided on the Bank's Website.

11.3.3. SMS messages shall be sent to the Client's cell phone number specified in the Client Questionnaire. The Client shall only use one cell phone number to receive SMS messages. In the event that the Customer has not specified a cell phone number in the Application or in the event that the previously indicated cell phone number has been lost/changed without the Bank being notified thereof, the Customer shall be deemed to have refused to provide the Bank with information on transactions on the Client's accounts. In this case, the Client shall bear the risk of losses on such transactions independently.

### **11.4. Liability of the Parties**

11.4.1. The Bank shall not be held liable for failure to provide the SMS text messaging service to the Client in the event of mobile communication failures, of the Client being outside of the mobile network coverage area, or of the Client's misuse of the SMS text messaging service, etc.

11.4.2. The Client shall immediately notify the Bank in the event of loss or theft of the mobile phone whose number is used for receiving SMS text messages. The Bank shall not be held liable for possible disclosure of information about the available balance of and transactions on the card account to third parties during the period before the Bank is in receipt of the Client's written notice of the loss or theft of the mobile phone.

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11.4.3. The Bank shall not be held liable for poor quality of the SMS text messaging service for reasons connected with failures of mobile networks, with the mobile telephone of the Client, with the quality of services rendered by mobile network operators, and with software and/or hardware tools maintaining the SMS text messaging function, or due to circumstances beyond the Bank’s control.

11.4.4. All information sent to the mobile telephone number specified by the Client shall be deemed as having been provided to the Client at his or her request and with his or her authorisation.

**11.5. Termination of the SMS text messaging service**

11.5.1. The Bank shall terminate the provision of the service to the extent that does not contradict the current legislation regarding the Bank’s duty to inform the Client of transactions on accounts.

11.5.2. The Bank shall automatically terminate the SMS-notification service after closing of the last Client's account.

11.5.3. The Bank may stop sending SMS notifications to the Client if it suspects that the Client’s mobile phone number has been compromised or is used in an unauthorised manner.

General Manager



Ponomarenko V.V.