

## GENERAL TERMS AND CONDITIONS FOR THE PROVISION OF BANKING SERVICES [link](#)

Approved by the Management Board at the meeting held on 25 October 2022 (effective as of 12 December 2022)

### DEFINITIONS

**Bank** shall mean PROCREDIT BANK, a JOINT STOCK COMPANY, Certificate of Registration No. 276 issued by the National Bank of Ukraine on 28 December 2000.

**Payment card** (also 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.

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

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

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

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

**The Holder** is the **Client/Authorised Person of the Client**, in whose name **the Payment card to the Client's** account is issued.

**ProCredit group** is made up of development-oriented commercial banks operating in South Eastern and Eastern Europe and South America, as well as a bank in Germany. Based in Frankfurt, Germany, the parent company of the group, ProCredit Holding, is responsible for the strategic management, capital adequacy, reporting, risk management, and proper business organisation of the group.

**Available Account Balance** is the amount of funds held in the **Client's** account, less the amount of funds blocked, but not yet debited from the account.

**Account Holders List** is a list of persons who, according to the laws of Ukraine, are entitled to operate an account and sign the settlement documents of the Legal Entity **Client**.

**Electronic Document** is an electronic equivalent of a payment or other document protected by **the EDS**, and presented in a format suitable for the relevant IT resources used to generate **the Electronic Document**.

**Electronic Signature (ES) electronic's Banking System** is a type of electronic signature, the equivalent of a handwritten signature used to validate **the Electronic Document**, obtained by the cryptographic transformation of the electronic data set, which is added to or logically combined with this set, and allows confirmation of its integrity and identification of its owner.

**Applicable Law** shall mean the applicable laws of Ukraine, regulations of the National Bank of Ukraine and other relevant authorities, as well as international treaties in force, to which the Government of Ukraine, the Cabinet of Ministers of Ukraine or other Ukrainian ministries or executive government bodies are party.

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

**Client** shall mean any legal entity, including any sole proprietor or individual engaged in an independent professional activity (such as a notary or an attorney at law), who makes use of the **Bank's** services.

**Contact Centre** responsible for the remote (by telephone, e-mail, Internet telephony) interaction with **Clients** by providing consultations/making transactions in accordance with the **General Terms and Conditions**; via telephone 0 800 50 09 90 or +380 44 590 10 00.

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

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

**Operational Regulations** shall mean an internal document of the **Bank** determining the operational hours of the **Bank** during which **Client** service is provided, including acceptance of documents for transactions and withdrawals that are to be processed, transferred and executed by the Bank on the day of their receipt, as well as cash withdrawal limits. **The Operational Regulations** are an integral part of the **General Terms and Conditions**.

**Operation Time** means part of the Operation Day of the **Bank** during which the transfer and revocation documents to be processed, transferred, and executed by the **Bank** during the same business day are accepted. The **Bank** determines the duration of the Operation Time and documents it in its by-laws and the Operation Regulations.

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

**Re-issue of the Card** shall mean the **Bank** issuing a card which replaces the one previously used by the **Client** or another Card holder, and whose validity term has expired; the issue shall be in accordance with the **General Terms and Conditions**.

**PIN (Personal Identification Number)** shall mean a combination of digits which is known only to the Payment Card Holder and which is used by this person to identify himself/herself when making payment card transactions. The PIN code is created and delivered to the Client in the form of an SMS message sent to the Client's telephone number.

The **Cash-in terminal** is a self-service kiosk enabling users to pay in cash for credit to their own **Client** accounts, as well as to carry out a number of other transactions.

**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.

**OTP Token Usage Rules** govern the use of the **OTP Token**, requirements for operating and storing the **OTP Token**, etc.

**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.

**Website of the Bank** shall mean the official channel of communication of the **Bank** with **Client** on the Internet at the address: <https://www.procreditbank.com.ua>.

**IP filtration service** shall mean the means of limitation of the access to the Internet Banking system from the IP-addresses of the computers from which the connection to the Internet Banking System is made.

**Certificate of the Client's Public ES Key** is a paper document, where the Public Key of **the Client's ES** is indicated in hexadecimal form, certified by the handwritten signature of **the Client**.

**Electronic Banking System (the System)** is an Internet-banking system and application which permits remote servicing, in particular, the conclusion of contracts, creation, acceptance and transmission of Electronic Documents via telecommunication channels and an Internet connection.

**Password** shall mean the word provided in writing by the Client to the Bank to enable the Bank to verify the Client's identity in remote communications (by telephone, Internet telephony). It is used when providing services, including remote banking services, cancellation of payments documents, etc.

**Parties** shall mean both the **Bank** and **Client**.

**Tariffs** shall mean the monetary fees and commissions charged by the **Bank** in exchange for the provision of services to its **Clients**, as established by the **Bank**. The **Tariffs** are published in official documents of the **Bank**, and placed on the **Bank's** Website. **Tariffs** form an integral part of these **General Terms and Conditions**.

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

The **Authorised Person** of the **Client** is a natural person who, on the basis of a power of attorney or other document stipulated by the legislation of Ukraine, has the right to manage the **Client's** account, including usage of the **BPC**.

**FATCA** shall mean Foreign Account Tax Compliance Act of the United States of America, effective as of 1 June 2014, which aims to combat tax evasion and sets mandatory procedures for all financial establishments that are FATCA participants.

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

**IP-address** shall mean the unique digital code that identifies a computer on the Internet.

**IRS** shall mean the Internal Revenue Service of the United State of America.

**OTP-Token** (One-Time Password Token) shall mean the device which is used for generating the one-time passwords, and accomplishment of additional identification of the **Client** in the **IB System**.

**SMS Notification** shall mean the method of providing **Clients** with information on account status and/or other relevant information by sending text messages (SMS – Short Message Service) to the **Client's** GSM mobile phone.

**USB Token** shall mean a device containing the **Client's** digital signature, which is used to enhance security when providing client service via the Internet Banking System.

## 1. INTRODUCTION

### Scope of application

The General Terms and Conditions for the Provision of Banking Services (hereinafter – **the General Terms and Conditions**) are a set of regulations that govern the provision of services by the **Bank** to the **Client**.

The **General Terms and Conditions** are made publicly available by the **Bank** by being posted on the **Bank's official Website** and/or by making a copy thereof available on request at each of the **Bank's** business premises.

Any service agreement concluded between the **Bank** and the **Client** shall be deemed to include the **Bank's General Terms and Conditions, Operating Regulations and Tariffs** as an integral part of such agreement. In the event that the **Client** initiates the first cash transaction without concluding a service contract, the **Client** shall be deemed to have read and accepted the **General Terms and Conditions, the Operational Regulations and the Tariffs**.

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

By entering into the service contract between the **Bank** and the **Client** or initiating the first cash transaction without concluding such an agreement, the **Client** certifies and attests that they have: read the information and documents related to the provision of the services by the **Bank** and posted on the **Bank's** website, understand their content, and undertake to duly perform them

The **Bank** is entitled to establish individual terms and conditions for the provision of services to an individual **Client**, insofar as these are not prohibited by law; the Parties shall conclude and sign the relevant agreement.

In the event the terms and conditions of the service agreement between the **Bank** and the **Client** differ from those set forth in the **General Terms and Conditions**, the terms and conditions of the **General Terms and Conditions** shall prevail. **The Parties** may agree not to deviate from this rule, in which case it shall be expressly stated in the service agreement concluded between the **Parties**.

The **Bank** may refuse to open an account or provide any banking or payment service if it is unable to provide the service or if such a refusal is permitted by the **Legislation** or by-laws of the **Bank**, or if the activities of the **Client/person** who applied to the **Bank** to open an account or obtain a bank or payment service are listed in the List of Activities

Prohibited to Finance according to the policy of the **Bank** or the **ProCredit group**. The list of such activities is posted on the **Bank's** website.

With effect 7 October 2013, the **General Terms and Conditions** do not regulate the relationship between the **Bank** and individual **clients** who do not have an entrepreneur status or do not carry out independent professional activities.

Any individual **Client** of the **Bank** who does not have an entrepreneur status or does not carry out independent professional activities and who was served by the **Bank** prior to 7 October 2013 in accordance with the **General Terms and Conditions**, shall, from 07 October 2013, be served in accordance with the **Bank's General Agreement on the Provision of Banking Services to Individuals (General Agreement)**.

If agreements and/or other documents concluded between the **Bank** and an individual client of the **Bank** who does not have an entrepreneur status or does not carry out independent professional activities provide for such client to be governed by the **General Terms and Conditions**, such provision shall also be deemed to be the acceptance of the terms and conditions of the **General Agreement** and accession thereto.

Pursuant to Resolution no. 359 of the National Bank of Ukraine "On Amendments to Certain Legislative Acts of the National Bank of Ukraine", dated 16 June 2014, when issuing a new **Payment card** to a **Client** after 10 July 2017 but not later than 31 December 2018, for a current account, that was opened prior to 10 July 2017 and against which transactions may be carried out using said **Payment card** (a card account), the account number was changed by the **Bank** and the **Client** was notified of the change when received his/her new **Payment card** and/or with the help of the **System**. Current accounts, against which transactions can be carried out using a **Payment card** (card accounts) that were opened for the **Client** prior to 10 July 2017 in accordance with the agreement on opening a card account and servicing of corporate bank cards will be serviced as per the terms for current accounts after 10 July 2017.

#### **Amendments and Supplements to the General Terms and Conditions**

The **Bank** is entitled to amend and/or supplement the **General Terms and Conditions** and/or the **Tariffs** and/or the **Operating Regulations** with the consent of the **Client**, in accordance with the following procedure:

The **Bank** publishes amendments and/or supplements to the **General Terms and Conditions** and/or the **Tariffs** and/or the **Operating Regulations** by posting the text thereof on the **Bank's Website** and/or by making copies thereof available at the **Bank's** business premises, and/or by sending a notice to the **Client** by post and/or by **SMS-notification**, and/or with the help of the **System**, and/or in the **Client's** account statement not less than 14 calendar days before the date of entry into force of the relevant amendments and/or supplements (except for the cases provided for in this section of the **General Terms and Conditions**)

) and not less than 30 calendar days before the date of entry into force of amendments to the rules of use of **Payment cards** or amendments to tariffs relating to the maintenance of said **Card(s)**.

If the **Bank** has not received any written objections from the **Client** regarding the introduction of such amendments and/or supplements before the date of entry into force of the amendments and/or supplements to the **General Terms and Conditions** and/or the **Tariffs**, and/or the **Operating Regulations**, the amendments and/or supplements shall be deemed accepted by the **Client**.

If the **Bank** receives a written objection from the **Client** regarding amendments and/or supplements to the **General Terms and Conditions** and/or the **Tariffs** and/or the **Operating Regulations** prior to the effective date of such amendments and/or supplements, such objection shall be deemed as the **Client's** proposal to terminate the service agreement to which such amendments and/or supplements apply. The date of termination of the service agreement by the **Parties** is the date indicated in a written agreement to terminate the relevant agreement signed by the **Bank** and sent/provided to the **Client**.

Amendments to the **Tariffs**, which change the interest rate on a term deposit and do not apply to fixed-term deposit contracts concluded between the **Bank** and the **Client**, shall take effect on the date on which the **Bank** publishes the text of the amendments on its website and/or posts a copy of the amendments in the operating and/or cashier halls of the **Bank's** branches, or informs the **Client** in a letter transmitted through the **System**, or by other means provided for by the **General Terms and Conditions**.

Amendments to the **Tariffs**, which change the interest rate on a savings account, including those that apply to demand deposit contracts (savings accounts) concluded between the **Bank** and the **Client**, shall take effect on the day following the date on which the **Bank** publishes the text of the amendments on its website and/or informs the **Client** of the amendments through the **System**, or by other means provided for by the **General Terms and Conditions**.

By concluding a service agreement with the **Bank** by initiating the first cash transaction without concluding a service contract, the **Client** confirms his/her/its agreement to the abovementioned procedure for amending and/or supplementing the **General Terms and Conditions**, and/or the **Tariffs**, and/or the **Operating Regulations**, for notifying the **Client** thereof and terminating the service agreement, in the event of the **Client's** disagreement with the

amendments and/or supplements to **the General Terms and Conditions**, and/or **the Tariffs**, and/or **the Operating Regulations**.

## Language

The present **General Terms and Conditions** and any individual agreement entered into between the **Client** and the **Bank** shall be in Ukrainian. Should the need arise, the **Bank** may furnish copies of the abovementioned documents in other languages; however, the Ukrainian versions shall be the only legally binding versions.

## Bank secrecy and disclosure of information on banking operations

The **Bank** shall guarantee the confidentiality of the bank account, transactions through the account and data pertaining to the **Client**. Information about the **Client**, the **Client's** transactions and accounts may only be provided to the **Client** him/herself or to his/her legitimate representatives, or to **Third Parties** subject to the **Client's** consent. Information that constitutes bank secrecy may be disseminated to other persons only to the extent required and in the manner prescribed by **Applicable Law**.

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

- employees of the **Bank**
- institutions with a qualifying shareholding in the **Bank's** share capital
- institutions authorised to audit the **Bank's** activities pursuant to the **Applicable Law** and/or agreements entered into with the **Bank**
- persons or entities connected with the provision of services to the **Bank** and/or the **Client** (e.g. payment card issuers, corporate telephone or postal service providers etc.)
- databases to which the **Bank** is legally or contractually bound to send information relating exclusively to the **Client's** liabilities or outstanding debts vis-à-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
- banking and other institutions, which, by nature of corporate connections, are part of the same group (parent (holding) company and its subsidiaries)) as the **Bank**, in particular ProCredit group, shareholder(s) of the **Bank**, rating agencies and auditing firms that will rate/audit the **Bank**, legal entities that will participate in the securitisation of the **Bank's** assets
- law enforcement agencies carrying out law enforcement measures upon application of the **Client**
- public authorities to the extent required and in the manner prescribed by the Law of Ukraine On Banks and Banking Activity
- entities engaged in the provision of financial state support and state guarantees;
- notaries (public and private) in probate issues
- other banking institutions in writing or electronic format, in particular by electronic mail of the National Bank of Ukraine, to the extent required for servicing international business contracts, including but not limited to, contract transfer for servicing by another banking institution, either to the **Bank** or from the **Bank** to another banking institution.
- the entities specified in this clause of the General Terms and Conditions, or other entities pursuant to the laws of Ukraine that are located outside Ukraine, including foreign creditors of the Bank whose funds have been used by the Bank to grant a loan to the Client

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

All **Clients** signing any contract with the **Bank** or conducting a bank transaction have been informed that the information for the formation of their credit history will be transferred to the credit bureau, and confirm that they are aware of the name and address of the credit bureau. At the same time, the **Client** agrees that all 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 virtue of the Bank placing such information in its branches or on its **website**. The **Client** has also been informed that the **Bank** submits to the Credit Register of the National Bank of Ukraine, in accordance with the procedure and terms and conditions prescribed by the **Law**, the information on the credit transactions it has conducted as regards the **Client**.

The **Authorised Person** of the Client, the individual entrepreneur, or the individual engaged in an independent professional activity (notary, attorney, etc.) who signs any contract with the **Bank** or initiates the first cash transaction without concluding a contract or performs another bank transaction, attests that they have been notified of and gives their consent to the **Bank** to make photo, audio and video records during the **Video Consultation**, video verification or other audio or video interaction between the **Parties**, and gives their consent to the **Bank** storing the photo, audio and video records and distributing the photo, audio and video records being stored as provided for by the **Legislation**.

### **Compliance with FATCA requirements**

When carrying out its activities, the **Bank** shall undertake all efforts in order to comply 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 **Clients** and/or **Authorised Persons** of the **Clients** and/or **Controlling Entities** of the **Clients** failure to comply with the requirements of **FATCA**.

By entering into an agreement with the **Bank** and carrying out transactions of any kind, the **Client** represents and guarantees that the **Clients** and/or **Authorised Persons** of the **Clients** and/or **Controlling Entities** of the **Clients** are not tax residents of the USA (unless the **Clients** and/or **Authorised Persons** of the **Clients** and/or **Controlling Entities** of the **Clients**) 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 the USA tax payer identification number (TIN), for the **Clients** and/or **Authorised Persons** of the **Clients** and/or **Controlling Entities** of the **Clients**.

The **Client** and its authorised person are obliged to provide, upon the request of the **Bank**, 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**). The **Client** and its authorised persons are obliged to notify the **Bank** immediately of changes to its tax status and, if the Client acquires the status of USA tax resident, it shall provide the **Bank** with form W9, with the USA tax payer identification number (TIN).

At the **Bank's** request, the **Client** and their **Authorised Person(s)** shall provide the **Bank** with information and documents on their Tax Status/Tax Status of the **Client's Controlling Entities**, including a completed form W8 or W9 in accordance with the US Internal Revenue Service (**IRS**). The Client and their Authorised Person(s) shall immediately inform the Bank of any changes in their Tax Status/Tax Status of the **Client's** Controlling entities and, if the status of US Tax Resident is acquired, immediately provide the Bank with form W9 with specification of the US taxpayer identification number (TIN).

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

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

- to the State Tax Service of Ukraine and the US Internal Revenue Service (**IRS**) in reports in accordance with the procedure and in the scope established by the **FATCA**;
- to the persons participating in the 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 the processing of transfers), as well as in other instances stipulated by **FATCA**.

### **Personal data processing clause**

To ensure the high quality of banking services and compliance with the applicable legal requirements, by signing any agreement with the **Bank** or documents relating to banking transactions, the **Client** hereby gives his or her explicit consent to the **Bank** to:

- collect, register, accumulate, store, adapt, change, update and use (distribution, realisation, transfer), depersonalise, destroy data (information) about himself or herself, including data held on information (computerised) systems, for the purpose of the prevention and counteraction of legalisation (laundering) of proceeds of crime, financing of terrorism and financing of proliferation of weapons of mass destruction, providing 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 inspections of the **Bank's** activities under **Applicable Law** and/or agreements

entered into with the **Bank**, relationships arising in the event of non-fulfilment by the **Client** of his or her 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 for by the provisions of the Constitution, laws and regulations of Ukraine, agreements entered into with the **Client**, etc.;

- placement and processing of his or her personal data in databases, with the **Bank** being the controller of such databases, namely:

“**Reporting**” database: processing personal data for the purpose of ensuring the realisation of tax, accounting, administrative and legal relationships that require the processing of personal data and make it their aim for the **Bank** to enforce rights and discharge obligations provided for by the **applicable laws** 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, the Law of Ukraine On Organisation, Formation and Circulation of Credit Histories, the Law of Ukraine On Household Deposits Guarantee System, the Law of Ukraine On Prevention and Counteraction to Legalisation (Laundering) of the Proceeds from Crime, Financing of Terrorism and Financing of Proliferation of Weapons of Mass Destruction, other laws and regulations of Ukraine;

“**Customer**” database: processing personal data for the purpose of ensuring the realisation of economic, financial (banking), security and credit risk management relationships between the **Bank** and the **Clients**; relationships arising in the event of non-fulfilment by the **Clients** of their obligations under agreements entered into between the **Clients** and the **Bank**, including those connected to debt collection enforcement; other relationships that require the processing of personal data and make it their aim for the **Bank** to enforce rights (including infringed rights) and discharge obligations provided for by 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, the Law of Ukraine On Enforcement Proceedings, the Law of Ukraine On Organisation, Formation and Circulation of Credit Histories, the Law of Ukraine On Advocacy, other laws and regulations of Ukraine;

- access to his or her personal data by 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 to process personal data of the **Client** in virtue of the **Applicable Law** and/or the **Client's** written permission/consent, and/or agreement entered into between the **Bank** and a **Third Party**, including in the events of restoration of infringed rights to the **Bank**, if such infringements have been committed by the **Client** due to non-fulfilment or improper fulfilment of the obligations under agreements entered into with the **Bank**, and/or the **Bank** entering into agreements on assignment of claims, etc.

Databases of personal data are located at 107A Peremohy Ave., Kyiv, 03115.

In pursuance of the requirements of the Law of Ukraine On Protection of Personal Data, the **Bank** hereby informs the **Client** of his or her rights in the capacity of the subject of personal data as set forth in the Law of Ukraine On Protection of Personal Data. The personal data subject has the right: to know about the location of the database of personal data which contains his or her personal data, its purpose and name, 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 as an authorised person, except as provided by law; to receive information concerning the conditions of access to personal data, in particular information about **Third Parties** that obtain his or her personal data; to access his or her personal data; to receive a response with regard to whether his or her personal data are stored in a respective database of personal data as well as to receive the content of his or her personal data which are stored in such a database no later than within 30 calendar days from sending a request, except as provided by law; to provide a motivated request with an objection against the processing his or her personal data to the controller of personal data; to provide a motivated request with regard to change or destruction of his or her personal data by any controller and processor of personal data if such data are processed illegally or are inaccurate; to protect 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 to protection from the provision of information which is inaccurate or discredits the honour, dignity and business reputation of a natural person; to 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 court; to take legal recourse in the event of violation of the applicable personal data protection law; to make a reservation as to restrictions of the right to process his or her personal data when giving his or her consent; to revoke consent for processing personal data; to request information about the automated personal data processing mechanism; to be protected from automated solutions, which may have legal consequences for him or her.

At the time of signing any agreement with the **Bank**, a questionnaire, an application to open an account or a payment document related to banking transaction, the **Client's** personal data will be placed into “Reporting” and “Customers” databases of personal data, whose controller is the **Bank**. By signing an agreement with the **Bank**, a questionnaire,

an application to open an account or a payment document related to banking transactions, the **Client** confirms that by the present Personal Data Processing Clause the **Bank**, in pursuance of Section 2 of Article 12 of the Law of Ukraine On Protection of Personal Data, has in a proper written form informed the **Client** of the placement of the **Client's** personal data into databases of personal data, their location, the **Client's** rights stipulated by the Law of Ukraine On Protection of Personal Data, the purpose for which personal data is collected and Parties that have access to the **Client's** personal data.

### **FATCA-identification**

The **Bank** shall be entitled to request, and the **Client** and/or the **Client's** authorised person 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**.

In the event of the **Client's** failure to provide necessary documents or information or deliberate provision of non-veracious 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**.

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

- a contractual writing off of the funds from the **Client's** accounts, for the purpose of withholding the "penalty" tax (withholding);
- 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.

The **Bank** bears no liability to the **Client**, the **Clients** and/or **Authorised Persons** of the **Clients** and/or **Controlling Entities** of the **Clients** failure, 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.

### **Liability of the Bank**

The **Bank** is liable to the **Client** for non-fulfilment/improper fulfilment of its obligations stipulated in the **General Terms and Conditions** and/or any other agreement concluded with the **Client**, provided that it is responsible for the fault.

The **Bank** is not responsible to the **Client** and/or other persons for actual losses, loss of profit, non-pecuniary damage, penalties, sanctions, restrictions and other negative consequences related to keeping funds on accounts, performing transactions on accounts, providing other services by the **Bank**, if such consequences are related to the fulfilment of the requirements of correspondent banks involved in the funds transfer, public authorities or other persons, or caused by actions or inaction of such persons (for example, the correspondent banks' refusal to perform transactions on the accounts, their suspension, blocking funds, etc.).

### **Responsibility to comply with the law**

The **Applicable Law** shall govern both the **Client** and the **Bank**. The **Bank** shall at all times and under all circumstances comply with all the provisions of Ukrainian laws as regard banks and banking activity and shall be entitled to demand that the **Client** do so as well. Should any transactions be performed or processed in foreign countries, they shall be governed by the applicable laws of such respective foreign countries. If any transaction on the **Client's** account is likely to violate the **applicable laws** of Ukraine or of any foreign countries, the **Bank** shall have the right to refuse to process or to cancel such a transaction.

The **Bank** may refuse to establish (maintain) business relations (including by terminating business relations) or conduct a financial transaction in cases provided for by the Law of Ukraine 'On Prevention and Counteraction of Legalisation (Laundering) of Proceeds of Crime, Financing of Terrorism and Financing of Proliferation of Weapons of Mass Destruction' and the Law of Ukraine 'On Banks and Banking'.

The **Bank** may suspend a financial transaction in the cases provided for by the Law of Ukraine 'On Prevention and Counteraction of Legalisation (Laundering) of Proceeds of Crime, Financing of Terrorism and Financing of Proliferation of Weapons of Mass Destruction'.

The **Bank** may request, and the **Client** shall provide, the documents and data necessary for identification and verification of the **Client**, establishment of their identity, core of their activity, financial position and other information as required by the **law**, in particular to assist in the prevention of money laundering, financing of terrorism and financing of proliferation of weapons of mass destruction. In the event that the identification document ceases to be valid, or if

the **Client** fails to provide necessary documents or data, including following changes in the **Client's** data, the updated questionnaire during the **Client's** data update, or if the **Client** deliberately provides false data, the **Bank** may refuse to conduct a bank transaction, to open a bank account, to issue a **BPC**, to give access to the **System**, to provide all or some services in the **System** to the **Client** or to provide other services to the **Client**, as well as suspend (temporarily terminate) all or certain bank transactions on the **Client's** accounts and/or disable the **BPC**, etc. until the **Client** duly fulfils their obligation.

The **Bank**, under Applicable Law, may act as tax agent.

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

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

Deposit guarantees and the procedure for reimbursement are set forth in the Law of Ukraine 'On Household Deposits Guarantee System' (in particular Articles 26-28 of the Law), other laws of Ukraine, as well as regulations of the **Fund** and other competent authorities. Further information about deposit guarantees, provisions whereby the **Fund** does not make deposit payouts and the reimbursement ceiling can be found on the official website of the **Fund** at <https://www.fg.gov.ua/>.

According to Part 4 of Article 26 of the Law of Ukraine 'On the System of Guaranteeing Natural Person Deposits', the **Fund** does not reimburse:

- placed in trust with a bank;
- less than UAH 10;
- deposited by a person who is a related party of the Bank as defined under Ukraine legislation or has been such a related party of the Bank within one year before the National Bank of Ukraine has resolved to classify such bank as insolvent (within one year before the National Bank of Ukraine has resolved to revoke the banking licence of such bank and have it liquidated as prescribed by Section 2, Article 77 of the Law of Ukraine On Banks and Banking);
- deposited by a person who provided professional services to a bank as an auditor or appraiser if less than one year has elapsed from the termination of services until the National Bank of Ukraine has resolved to classify such bank as insolvent (if less than one year has elapsed until the National Bank of Ukraine has resolved to revoke the banking licence of such bank and have it liquidated as prescribed by Section 2, Article 77 of the Law of Ukraine On Banks and Banking);
- deposited by a major shareholder of the bank;
- of a depositor receiving interest on deposit on conditions other than prevailing market conditions under Article 52 of the Law of Ukraine On Banks and Banking, or enjoying other financial preferential treatment from a bank;
- whereby a depositor uses the funds deposited to secure discharge of another obligation to the same bank, in the full amount of deposit until an obligation is discharged;
- deposited with subsidiaries of foreign banks;
- deposited in bank metals;
- funds that are blocked in the account in compliance with a court order;
- for a deposit, the satisfaction of which is suspended according to the Law of Ukraine 'On Prevention and Counteraction of Legalisation (Laundering) of Proceeds of Crime, Financing of Terrorism and Financing of Proliferation of Weapons of Mass Destruction';
- funds of legal entities.

Payment of reimbursement begins in the manner and the order established by the **Fund**, not later than 20 working days (for banks whose database of depositors contains information on more than 500,000 accounts – not later than 30 working days) from the day of the beginning of the procedure of the **Fund's** withdrawal of the bank from the market. During the temporary administration, the depositor acquires the right to receive a guaranteed amount of reimbursement of the deposits at the expense of the Fund within the maximum amount of reimbursement of deposits under agreements whose validity expired on the day of the beginning of the procedure of the **Fund's** withdrawal of the bank from the market, and according to bank account agreements. The **Fund** may not include in the calculation of the guaranteed amount of reimbursement the funds under bank account agreements until full information on the transactions made by the payment system (domestic and international) is received. The payment of the guaranteed amount of reimbursement under bank account agreements is made only after the **Fund** receives full information on the transactions made by the payment system (domestic and international).

In the case of a foreign currency deposit, the refund is paid in the national currency of Ukraine after conversion of the deposit amount at the official UAH exchange rate established by the National Bank of Ukraine for foreign currencies

as of the end of the day prior to the day of commencement of the procedure for withdrawal of the Bank from the market and introduction of provisional administration in accordance with Article 36 of the Law of Ukraine "On the Deposit Guarantee System for Individuals". 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", foreign currency deposits are refunded in the national currency of Ukraine after conversion of the deposit amount at the official UAH exchange rate established by the National Bank of Ukraine for foreign currencies as of the end of the day prior to the day of commencement of the procedure for liquidation of the **Bank**.

Deposits of individual entrepreneurs are guaranteed by the **Fund** regardless of the date of account opening, starting from 1 January 2017 for banks classified as insolvent after 1 January 2017.

- The accrual of interest on deposits is terminated on the day of the beginning of the procedure of the bank's withdrawal from the market by **the Fund** (in case the National Bank of Ukraine decides to revoke the banking license and liquidate the bank on the grounds specified in Part 2 of Article 77 of the Law of Ukraine 'On Banks and Banking' – on the day of the decision to revoke the banking license and liquidate the bank).
- By entering into the Agreement with the **Bank** and/or any additional agreements thereto, by signing such agreement, additional agreements and/or by making any transaction using the Bank's services including those that envisage loan disbursement, account opening or using remote banking systems, the **Client** confirms that the following has been communicated to him or her in a proper manner and in an intelligible form:
  - the ceiling of deposit reimbursement;
  - conditions whereby his or her deposit is/is not subject to reimbursement by the **Fund**;
  - information about whether a payout of his or her deposit is/is not guaranteed by the **Fund**;
  - the amount of interest accrued over the entire term of deposit specified in the agreement hereto, the amount of taxes and levies withheld from depositor over the entire term of deposit, the amount of commissions and other expenses incurred in connection with deposit placement and servicing;
- termination of interest accrual under agreement on the day on commencement of the bank's resolution procedure by the **Fund** (on the date of the resolution on revocation of the banking licence and liquidation of the bank, if the National Bank of Ukraine resolves to revoke the banking licence and have the bank liquidated subject to Section 2, Article 77 of the Law of Ukraine 'On Banks and Banking');
- reimbursement of a foreign currency denominated deposit in Ukraine's official currency equivalent upon conversion of the deposit amount at the official rate of exchange of Ukrainian Hryvnia to a given foreign currency established by the National bank of Ukraine of the end of the day prior to the day of commencement of the bank's resolution and provisional administration procedure under Article 36 of the Law of Ukraine 'On Household Deposits Guarantee System' (of the end of the day prior to the day of commencement of the resolution on revocation of the banking licence and liquidation of the bank, if the National Bank of Ukraine resolves to revoke the banking licence and have the bank liquidated subject to Section 2, Article 77 of the Law of Ukraine 'On Banks and Banking');
- the content of the information sheet on household deposits guarantee system.

At the request of the Client, the Bank provides other information related to the deposit guarantee system of individuals, the obligation to provide which at such a request is prescribed by the law.

- The parties have agreed that the Bank, in the cases listed by law, provides the information on the deposit guarantee system of individuals in one or more ways, at the choice of the Bank:
  - in the branch of the Bank against signature in hard copy;
  - by sending a notice in hard copy by regular mail to the address specified by the Client in the Client's Questionnaire;
  - by sending a message in electronic form using the e-Banking system;
  - by sending an SMS message in electronic form to the phone number specified by the Client in the Client's Questionnaire.
- The **Client** confirms that he or she has read and understood the information contained in this Section and that there is no further need to make repeated acknowledgements thereof.

## Force Majeure

The **Parties** are released from liability for partial or complete non-fulfilment of any of the terms of these **General Terms and Conditions** and/or the agreement concluded between the **Parties**, if such non-fulfilment has resulted from circumstances beyond their control (hereinafter – **Force Majeure**), which include, but are not limited to: natural disasters, extreme weather conditions, fires, wars, strikes, hostilities, civil disorder and so on. **Force Majeure** circumstances for the **Bank** also include actions, demands or restrictions imposed by state authorities, including the National Bank of Ukraine, restrictions that are established by a court decision, etc. The period of release from liability in connection with the occurrence of **Force Majeure** circumstances starts at the moment the **Force Majeure** circumstances begin, and ends at the time of normalisation of the situation, which should be confirmed by relevant documents. Of the Ukrainian Chamber of Commerce and Industry, which the **Party** affected by the force majeure shall

furnish 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 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; 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 funds received under the agreement on the respective credit service 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 late fulfilment of obligations, if the **Force Majeure** circumstances commenced during the period of delay of the fulfilment of the obligation.

The **Bank** is also not liable for the total or partial non-fulfilment of any of the terms and conditions of the **General Terms and Conditions**, if this failure is due to reasons beyond the control of the **Bank**, such as acts or actions of state authorities, the National Bank of Ukraine; due to problems in power supply, in telecommunication services; due to strikes or actions taken by any **Third Party** whose services are used by the **Bank**.

## 2. VERIFICATION OF IDENTITY, RIGHT TO DISPOSE

### Verification of identity

As a condition for conducting any transaction, the **Client** shall provide the **Bank** with documents allowing to identify and verify the **Client**. If the Authorized Person acts on behalf of the **Client** in cases stipulated by the **Law**, the **Bank** must be provided with documents enabling to identify and verify the person authorized to represent the **Client** in banking transactions, and the **Account Holders List** for Legal Entity Clients. The signature of the **Authorized Person** of the Legal Entity Client shall remain valid until the **Bank** receives a written notice from them on the derogation of such authority or an updated **Account Holders List**.

In order to provide services, including services for remote servicing of accounts, withdrawal of payment documents, a **Word-password** communicated by the **Bank** to the **Client** in writing for such purposes, and/or other personal information provided by the **Client** to the **Bank** may be used to identify the **Client**. The **Client** has been warned that he/she/it is not obliged to disclose the Word-password or other identifying data to any person who has called his/her/its telephone number and requires the disclosure of the specified data, even if the person purports to be a representative of the **Bank**. Such incidents may be an attempt by a **third party** to obtain unauthorised access to the identifying data. In the case of unauthorised access by **third parties** to the **Client's** identifying data, the **Bank** shall not be liable for the consequences of such access, including for the disclosure of information, initiated account transactions and failure to execute revoked payment documents, except for cases where the **Client** proves that he/she/it duly fulfilled all his/her/its obligations set forth in the **General Terms and Conditions**. The **Client** agrees that all information that was communicated over the telephone to a person who correctly named the **Word-password** is deemed to have been provided to the **Client** upon his/her/its request and with his/her/its permission. The **Client** guarantees that the person who correctly named the **Word-Passsword** is a person authorised by the **Client**.

In order to protect the **Client's** interests, the **Bank** shall have right to suspend fulfilment of the **Client's** bank operations until receipt by the **Bank** of appropriate documents that clearly and expressly confirm the rights and powers of the **Client** and/or the **Client's** representatives. Moreover, the **Parties** agree that in case of any contradictory information in the documents submitted to the **Bank** by the **Client**, the **Bank** shall have right to suspend service to the **Client** until submission by the **Client** of documents eliminating such contradictions and/or the **Bank** obtaining satisfactory identification of the **Client** (including its representatives). In such case, as agreed by the **Parties**, during the period of such suspension of bank operations of the **Client**, the **Bank** shall not bear any responsibility (any forfeits, losses, lost profit etc.), as such measures are intended to protect the **Client's** interests.

### Authorisation of a representative

A person whose authorisation to represent the **Client** has been documented to the **Bank's** satisfaction is authorised to access the funds in the **Client's** account in addition to the **Client**. 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 executed in accordance with the requirements of **Applicable Law** and the **Bank**. The **Bank** shall have right to demand notarisation of any document confirming a right of representation that was not executed inside the **Bank**, and submission of the documents confirming the legitimacy of such representation.

If the **Bank** becomes aware of a change in composition of persons authorised to represent the **Client** for the performance of banking transactions, the **Bank** shall have the right to demand the provision of documents that enable the **Bank** to verify the **Client's** identity and confirm such authorisation (abstracts, extracts from the Uniform State Register of Enterprises, Institutions and Organisations of Ukraine, minutes, powers of attorney, etc.).

### Requirements regarding documents

The **Client** shall furnish the **Bank** with original documents and/or, as prescribed by the **Law** or requested by the **Bank**, their duly certified copies. The **Bank** shall have the right to make a copy of the document furnished to the **Bank** or, where necessary, keep the original document at the **Bank**.

The **Bank** shall have the right to request that documents issued outside Ukraine be appropriately legalised, certified or apostilled unless otherwise stipulated in the context of an international treaty or international treaties.

The **Bank** shall have the right to request that documents in foreign languages be translated into Ukrainian or any other language if required by **Applicable Law**. Translations must be notarised. The **Bank** shall not reimburse expenses related to legalisation, apostillation, certification and translation of documents.

Should the **Client** submit a document that does not meet the requirements of the **Bank**, or that gives rise to doubt as to its accuracy or authenticity, the **Bank** shall have the right to refuse to carry out the **Client's** instruction and to demand that additional documents be submitted.

### **3. BANK ACCOUNTS AND SERVICES**

#### **Current account**

The **Bank** opens a current account for the **Client** to make settlements on the basis of the current account servicing agreement. The **Client** has the right to open several accounts in the **Bank** in his/her/its name, if permitted by **Legislation**. The right to use an account may belong to the **Client** and/or the **Authorised Person**, and/or other person who is the **Client's** representative. The **Client** is entitled to carry out transactions on the account within the limits of funds available in the account or within the terms of an overdraft limit separately agreed with the **Bank**.

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

Current account agreements and amendments there to may be entered into via **the System** by exchanging copies of said agreement and/or annex and/or amendments thereto signed by each **Party** by means of their **ES** if the **Client** already has an account with the **Bank** and has been identified and verified by the latter. In such a case, the relevant agreement shall be deemed to have been executed after the approval of its terms by both **Parties**. The **Parties** agree that if the **Client** does not provide the **Bank** with a copy of the current account agreement signed with the **Client's ES** during the **Bank's** operational hours on the day the current account is due to be opened, said current account will not be opened.

The **Client** is entitled to manage the funds in his/her/its account, subject to observing the requirements of the applicable **Legislation**, regulations of the NBU and the current **General Terms and Conditions**.

The **Client** shall inform the **Bank** in writing of any existing encumbrance of property rights to the money placed in the account within the period set by the Law of Ukraine "On Securing Creditors' Claims and Registration of Encumbrances", in particular within five calendar days from the moment of the deed upon whose basis such an encumbrance arises.

The **Bank** is entitled to use temporarily available funds of the **Client**, placed in his/her/its account, guaranteeing the right of **the Client** to freely manage these funds. The remuneration for the use of these funds is not accrued and not paid to the **Client**.

The **Bank** is entitled to contractually and forcibly write off funds from the **Client's** account, as well as restrict the **Client's** right to manage the funds held in the **Client's** accounts in cases stipulated by applicable **Legislation**.

The **Parties** have agreed on the possibility of setting limits on cash withdrawal in the **Operating Regulations**; the size of such limits is such that it meets the interests of the **Parties**.

The **Bank** opens a separate current account (hereinafter – the Individual Account) for the **Client** for crediting accumulated insurance premiums for the provision of material security and social services in accordance with the applicable **Legislation** (hereinafter – the Insurance Funds), and carries out the servicing of such an account.

The **Client** is entitled to use insurance funds from the Individual Account solely for the purposes and in the manner prescribed by the applicable **Legislation**, in particular for the provision of material security and social services to insured persons.

Insurance funds from the Individual Account cannot be used to satisfy the requirements of creditors, for collection on the basis of executive and other documents, on the basis of which collection is carried out in accordance with the law.

#### **Servicing a Current Account with the Issue and Use of a Payment card**

To manage the current account, the **Bank**, on the basis of the **Client's** application for issue of a **Payment card** executed in accordance with the form established by the **Bank**, issues an **IPS Visa Business** in the name of the **Payment card Holder**. The **Bank** issues only one **Payment card** for each account. The procedure for carrying out transactions using a **Payment card** is governed by the Payment Card Terms of Use (hereinafter – the Rules), posted on the **Bank's Website**, by the **Bank Tariffs**, the **Legislation**, the regulations of the National Bank of Ukraine, the **IPS Rules**, the current **General Terms and Conditions**.

The **Bank** issues a **Payment card** and provides it within 14 banking days from the date of receipt by the **Bank** of the application form and all necessary documents stipulated by the regulations of the National Bank of Ukraine and the applicable **Legislation**, and subject to payment by **the Client** of the fee for the issue of the **Payment card** as stipulated by the current **Tariffs**, and obtaining a documented notification to the State Tax Service regarding the registration of the account.

A **Client** may receive a BPC issued in their name at any branch of the Bank, a **Third Party's** branch or any **Automated Parcel Terminal of the Bank** located in the respective **Self-Service Area**. The manner of receiving the **BPC** shall be determined by the **Client/BPC Holder** independently and specified by them in the application form. By signing the application form, the **Client/BPC Holder** confirms that they are aware of all risks associated with the loss/destruction/damage of **BPCs** issued in the name of the **BPC Holder**, and/or its details in the process of delivery of the **BPCs by the Third Party** and accept them voluntarily, have no claims to the **Bank** regarding the manner of sending the **BPC** or the possible negative consequences of such sending. The **BPC** issued by the **Bank to the BPC Holder** and delivered by the **Third Party** or sent to an **Automated Parcel Terminal** is received by the **BPC Holder** in person. If the **Client's BPC** is sent to a **Third Party's** branch, the **Client** shall be informed of the delivery of the **BPC** to the branch, receive it at the branch, etc. in accordance with the **Third Party's** service conditions. If the **Client's BPC** is sent to the **Bank's Automated Parcel Terminal**, the **Bank** shall inform the **Client** of the delivery of the **BPC** to the **Automated Parcel Terminal** on the day of delivery thereof by sending the **Client** a text message to the software application (messenger). If the **BPC Holder** receives the BPC using an **Automated Parcel Terminal**, the confirmation of personal receipt of the **BPC** shall be considered to be the correct entry by the **BPC Holder** on the screen of the **Automated Parcel Terminal** of the OTP code from the text message or the correct scanning of the QR code from the message in the software application (messenger) sent to the **BPC Holder's** telephone number registered with the Bank. If the **BPC Holder** fails to retrieve the **BPC** within seven (7) calendar days upon delivery of the **BPC** to the **Third Party's** branch and/or **Automated Parcel Terminal**, the **BPC** shall be returned to the **Bank**. To have the BPC re-sent, the **BPC Holder** may apply to the **Bank** through the **Bank's Contact Centre** or using a **Video Consultation**. Otherwise, the **BPC** will be destroyed in accordance with the **Bank's** internal regulations.

The **Bank** sends an SMS message to the **PIN Holder's** mobile phone number, which was notified in writing by the **Client/Holder** to the **Bank**. The **Bank** has the right to cancel issued/reissued **Payment cards** if the **Holder** has not collected the **Payment card** from the **Bank** by the date of reissue of the **Payment card** for a new term, in accordance with the terms and conditions stipulated by the current **General Terms and Conditions**. Any subsequent reissue of the **Payment card** to the **Holder** is carried out at the cost of an additional fee paid by the **Client** in accordance with the current **Tariffs**.

The **Client/Holder** must not transfer the **Payment card** and its details or other information that allows initiation of a payment transaction by a **third party**, and must take all possible measures to prevent loss/theft of the **Payment card**, and keep it safe. The **Holder** must not disclose **PIN** (including the **Word-password**) to **third parties** and must keep it secret, so that under no circumstances it is known to **third parties**, must not write the **PIN** on the **Payment card** and/or on other items that are stored together with the **Payment card**, must delete all messages containing **PIN** immediately after becoming aware of their content. The **Parties** agree that failure by the **Client/Holder** to fulfil these obligations is considered to be action or inaction leading to unauthorised use of the **PIN**, and the **Client/Holder** shall bear liability for all payment transactions made using the **PIN**. The **Parties** have agreed that the failure by the **Client/Holder** to fulfil these obligations is considered to be action or inaction, leading to unauthorised use of the **Payment card**, its details, **PIN** or other information, allowing initiation of payment transactions, and the **Client** bears liability in such cases.

A month before the expiry of the **Payment card**, unless the **Bank** has received written notification from the **Client** not to reissue the **Payment card** for a new term, the **Bank** shall reissue the **Payment card** for a new term, provided that funds available in the account are sufficient to pay the commission fee in accordance with the current **Tariffs**.

The **Client** and his/her/its **Authorised Persons** are obliged to adhere to the procedure for depositing and transfer of funds to the current account of the **Client** for transactions using the **Payment card**, to state the purpose of the funds transfer correctly, to notify the **Bank** of any changes in the data of the **Client** and/or his/her/its **Authorised Persons**, not to transfer to **third parties** information necessary for depositing and transfer of funds to the account of the **Client**, to check the conformity of the completed deposit of funds to the account with the account data of the **Client**, and to inform the **Bank** of any non-conformity of such a funds deposit, etc.

The **Client** is fully liable for complying with the procedure for conducting transactions using the **Payment card**, as well as for violating related obligations to the **Bank**. The **Bank** shall not be liable for transactions resulting from the access of **third parties** to the **Client's** accounts, unless the **Client** proves that he/she/it duly fulfilled all his/her/its obligations set forth in the **General Terms and Conditions**.

#### **Settlement Procedure for Transactions Carried Out Using the BPC**

Transactions using the BPC are carried out within the available balance of funds in the current account.

The **Client** is obliged to independently regulate its relationship with **Holders** with regard to carrying out expense transactions on the account.

The **Client** is liable for the timeliness and correctness of the taxation of transactions on the account in accordance with applicable **Legislation**.

Funds are debited for transactions using the **Payment card** of the **Client** on the basis of the payment orders of the **IPS** and/or the **Processing Centre**. In cases stipulated by the regulations of the National Bank of Ukraine, applicable **Legislation**, **IPS** rules, the agreement between the **Bank** and the **Client**, the **General Terms and Conditions**, funds may be debited on the basis of the payment documents of the **Client** or on the basis of other documents provided by the applicable **Legislation** or in the manner prescribed by the **General Terms and Conditions**.

If the payment currency of a transaction performed using the **Payment card** is different from the currency of the current account, the **Bank**, based on processing data for the transaction performed, shall convert the amount of the transaction into the currency of the current account as follows:

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

The **Bank's** exchange rate for payment cards can be found on the **Bank's Website** in the **Exchange rates (cards)** section. The exchange rate difference arising from the conversion of the amount from one currency to another cannot be the subject of claims by the **Client**.

In order to minimise the risks of fraudulent transactions with the **Payment card**, the **Bank** and the **Client** agree that the **Bank** sets limits on transactions with the use of the **Payment card**, details of which can be found on **the Bank's Website**.

If it is necessary to change the limit for transactions using the BPC (not subject to cash withdrawal limits established by the **Operating Regulations**), the **Client** may contact the **Bank's Contact Centre**

In accordance with **IPS** rules, the actual debiting of funds from the **Client's** accounts is made within 10 days from the date of withdrawal of cash at ATMs and POS terminals, and within 30 days from the date of payment using the **Payment card** for goods/services in trade and service enterprises, the Internet, etc.

In case of unauthorised debts on the current account, which were not stipulated in a written agreement between the **Client** and the **Bank**, such debts shall be paid by the **Client** on the day of their occurrence. The **Bank** accrues daily interest on the amount of the unauthorised debt on the basis of the amount of the unauthorised debt on the account at the end of the **Bank's** operational day at the rate of 50% per annum. Payment of accrued interest shall be made by the **Client** on the day the interest is accrued. Funds registered in the account are firstly used to repay arrears in interest on the use of the amount of the unauthorised debt, and secondly to repay the amount of the unauthorised debt.

Information regarding the occurrence of unauthorised debt on the account shall be provided to the **Client** on the account statement. The **Client** undertakes to repay the amount of the unauthorised debt to **the Bank** plus payment of interest for its use by all funds, property, and property rights owned by the **Client**.

### **Crediting Wages for the Employees of the Client**

The **Bank** provides the **Client** with a set of services for crediting wages paid by the **Client** to the **Client's** employees and other payments in accordance with applicable **Legislation** on the terms and conditions agreed upon by the **Parties**.

The funds are credited to the current accounts of the **Client's** employees opened with the **Bank** on the basis of the relevant service agreements concluded with the **Client's** employees.

The **Client** must transfer the amount of wages for the **Client's** employees to the account determined by the **Parties** not later than on the agreed day of payment of wages to the **Client's** employees in accordance with applicable

**Legislation.** The Bank is obliged to transfer wage funds to the accounts of the **Client's** employees within two (2) business days from the date of receipt.

The **Client** shall simultaneously transfer to the account agreed by the **Parties** the amount of the commission fee of the **Bank** for transferring funds to the accounts of the **Client's** employees as determined by the **Bank's Tariff**. Simultaneously with the transfer of wage funds, the **Client** shall provide the **Bank**, with the help of the **System**, an electronic pay-sheet form executed in accordance with the sample received from the **Bank**, indicating the amount to be paid to each employee of the **Client**, signed by the person(s) who, in accordance with applicable Legislation and the constituent documents of the **Client**, have the right to sign payment documents.

The **Client** is liable for transactions related to the taxation of wages of the **Client's** employees in accordance with applicable **Legislation**. The **Bank** is not liable for the obligations of the **Client** to its employees nor for the obligations of the **Client's** employees to the **Client**.

The **Parties** agree that the **Bank** may change the conditions for crediting wages to the accounts in the manner prescribed by the **General Terms and Conditions**.

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

### **Deposit account**

The **Bank** shall open a deposit account for the **Client** based on the Bank Deposit Agreement or such other agreement that provides for the accrual of interest on account balance.

Deposit account agreements and amendments thereto may be entered into via **the System** by exchanging copies of said agreement and/or annex and/or amendments thereto signed by each **Party** by means of their **ES** if the **Client** already has an account with the **Bank** and has been identified and verified by the latter. In such a case, the relevant agreement and/or annex and/or amendments thereto shall be deemed to have been executed after the approval of its terms by both **Parties**. The **Parties** agree that if the **Client** does not provide the **Bank** with a copy of the deposit account agreement signed with the **Client's ES** during the **Bank's** operational hours on the day the deposit account is due to be opened, said deposit account will not be opened.

The additional transfer of funds to/from deposit accounts shall be made pursuant to the **Client's** account operating mode.

The **Parties** agree that a statement of the deposit account issued by the **Bank** in electronic form on the day of the **Deposit** to the Deposit Account and which is made available in writing at the request of the **Client** is sufficient confirmation of a **Deposit** being made to the Deposit Account.

Interest payments are made in accordance with the terms and conditions of the Bank's standard deposit agreement, or an individual agreement concluded by the **Parties**, the conditions of which include the accrual of interest on the balance of funds to the account of the **Client**.

Additional deposits to the Deposit account and partial payment of the amount of the **Deposit** shall not be made, except for payments to a **Savings Deposit Account**.

**Deposit** repayment shall be secured by statutory and other funds of the **Bank** and all of its assets. Deposits shall be repaid on the date set forth in the Bank Deposit Agreement. If the date of maturity of the **Deposit** falls on a non-banking day, the repayment of **the Deposit** shall take place on the first banking day after such date. Interest shall not be accrued on the funds in the Deposit Account for the period between the maturity date and the date the **Deposit** is repaid.

The **Bank** shall send an electronic message regarding the opening/closing of the Deposit Account to the State Tax Inspectorate at the place of registration of the **Client**.

### **Information services, SMS-Notification**

The **Bank** can provide the **Client** with informational services by means of SMS (text) messages to the **Client's** mobile phone number in order to facilitate the management of funds in the **Client's** accounts and to lower the risk of unauthorised use of funds as well as to impart other relevant information.

To enable the **SMS information service**, which provides the possibility to control the use of funds on accounts, the **Client** shall submit a written application to the **Bank** branch or send an electronic application to the **Bank** using the **System**, which shall indicate the phone number at which the **Client** wants to receive SMS messages. The **Bank** can provide the **SMS information service** to individual entrepreneurs if it is enabled through application to the **Contact Centre of the Bank** by an Authorised Person of the **Client** who can produce the correct **Password** and fulfil other identification requirements. In this case, the service shall be considered to have been provided to the **Client** remotely. If a legal entity **Client** has not submitted an application to the **Bank** to receive SMS messages on the flow of funds on accounts, or if an individual entrepreneur **Client** has not applied to the **Contact Centre of the Bank** to enable the

**SMS information service**, the **Client** shall be deemed to have refused to receive messages from the **Bank** about transactions on their accounts.

The **Client** shall have the right to refuse the **SMS information service** by submitting a written application for termination of the service to the **Bank** branch or by sending an electronic application to the **Bank** using the **System**, or by contacting the **Bank's Contact Centre** if the **Client** is an individual entrepreneur. Concurrently, the **Bank** shall terminate the provision of the **SMS information service** within one banking day upon the date of the **Client's** application to the **Bank**.

**The Bank** shall not bear any responsibility for poor quality or non-receipt of SMS messages services sent to the **Client** if the causes thereof are connected with deficiencies in the functioning of the mobile network and/or mobile operator and/or the **Client's** mobile phone, software and/or hardware, insofar as such deficiencies are not the fault of the **Bank**.

#### **The replenishment of the account in cash through Electronic Depository Safe and Cash-in payment device**

The **Bank** provides the **Client**, who has concluded an Account Maintenance Agreement with the **Bank**, with a set of services for account replenishment and crediting of cash to it through the **Electronic Depository Safe** and **Cash-in**.

In order to provide services for account replenishment and crediting cash to it through the **Electronic Depository Safe**, the **Client's** personal presence, as well as the relevance and validity of his previously provided identification data, is confirmed by the **Client's** input on the screen of the payment device the character combination which for these purposes has been agreed by the **Parties**. Cash crediting to the account via **Cash-in** is possible only with the use of **bank payment cards**.

**The Client** and his **Authorized Persons** are obliged to correctly determine the purpose of cash transfer; ensure the use of the account replenishment service and credit to it only by persons previously identified in the manner prescribed by the **Bank**; notify the **Bank** of any changes in the **Client's** and/or his **Authorized Persons'** information; not to transfer the information necessary for the account cash replenishment and crediting cash to the **Client's** account to third parties; check the compliance of the performed account cash replenishment with the **Client's** accounting data and notify the **Bank** of non-compliance of such replenishment, etc.

The **Client** is fully responsible for compliance with the procedures for executing cash transactions as well as for violations of related obligations vis-a-vis the **Bank**.

#### **Issue of Regular Statements of Accounts, Certificates and Other Documents**

Unless otherwise agreed, **the Bank** shall issue an account statement upon **the Client's** request not later than on the next business day after receipt of the relevant request from **the Client** in the case of an electronic statement issued with the help of **the System** and no later than on the fifth business day in the case of a hardcopy statement. The statement is certified by the **Bank** 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** by means of mechanical copying or affixing a date stamp with the date of execution. In doing so, the **Parties** agree on the following sample of the analogue of the personal signature of the authorised representative of the **Bank** and a sample of the **Bank's Seal**, which is used exclusively to certify an account statement by the **Bank**:



The **Client** is obliged to obtain current/card account statements from the **Bank** at least once a month. Failure to receive or an untimely receipt of the statement does not relieve the Client from fulfilling his/her/its obligations.

The facsimile reproduction of the handwritten signature of the designated officer of the **Bank** and seal of the **Bank** by mechanical copying means, with the sample thereof presented above, shall also be used by the **Bank** to sign statements of account, account numbers, account balances, account transactions, existence or absence of contracts between the **Bank** and the **Client**, the **Client's** debt or lack thereof to the **Bank**, amount thereof, notices, approvals and other documents in connection with the lending agreements and security agreements; the documents shall be provided by the **Bank** upon the **Client's** request only in soft copy by means of the **System**. Also, the System and

means of mechanical reproduction of the analogue of the personal signature of the Bank's authorised representative and the Bank's seal can be used to sign loan repayment and interest payment schedules for loan contracts.

### **Obligation to verify account statements, raising objections**

Upon receipt of the account statement 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 own instructions or instructions given on his or her behalf. Should any errors or omissions be detected, the **Client** shall immediately inform the **Bank** thereof.

If any current/card account statement is found by the **Client** to be inaccurate or incomplete, the **Bank** must be notified thereof within 15 days of receipt of such an account statement. If no such objection is received by the **Bank** within the stipulated period, the **Client** is deemed to have agreed with the data contained in such an account statement. Each year, the **Client** shall undertake, before 1 February, to confirm in writing the account balance as at 1 January of the year in question. If no such written confirmation of the account balance is received by the **Bank** within the stipulated period, the account balance as stated in the relevant account statement shall be deemed to have been confirmed by the **Client**.

The **Client** is obliged 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 provide the **Bank** with a payment order to transfer such an amount to the sender or proper recipient within five days from the date when such an amount has been erroneously credited to the **Client's** account. 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.

In the event of a **Client** disagreeing with a transaction carried out with the use of the **Payment card** and included on the account statement, the **Client** is obliged to provide the **Bank** with a written statement of disagreement with this transaction within 70 days from the date thereof. On the basis of the statement received, the **Bank** shall conduct an investigation in accordance with standard procedures and within the deadline established by **IPS** rules. In case of successful completion of the investigation and return of the funds for the disputed transaction by the **IPS**, the **Bank**, on the basis of a payment order, shall credit such funds to the **Client's** account.

### **Dormant accounts**

Dormant accounts are current accounts and saving accounts of the **Client**, which have shown no activity for more than 180 consecutive days.

Payment of commission to the **Bank** that is in connection with the contractual disposal of property (collateral) shall not be considered to be a transaction by the **Client** for the purpose of determining whether the account is to be classified as dormant.

Should the **Client** have failed to transact any operation for a period of more than 180 days, the **Bank** shall have right to demand identification of the **Client** at the **Bank's** branch for the purposes of performing further debit transactions initiated by the **Client**. This requirement applies to debit transactions initiated by the **Client** by means of payment instruments on paper carriers.

### **Notification of changes**

The **Client** shall submit to the **Bank** the address, telephone and fax numbers through which communications shall be made, and shall immediately notify the **Bank** of any changes in such information.

The **Client** shall inform the **Bank** in writing of all events, which are relevant to the business relationships or which affect or might affect the fulfilment of the obligations by the **Bank** or the **Client**, including changes in the name (form of incorporation), postal address or domicile, or representative, foundation or registration/license documents, etc., within five calendar days.

The **Client** shall be responsible for notifying the **Bank** in writing and for providing a new Account holders list for legal entity clients should changes in the powers of the **Client** or his or her representatives occur and as otherwise required by the **Applicable Law** of Ukraine.

Should the **Client** fail to fulfil the abovementioned obligations, the **Bank** shall regard information it has on file as correct and shall not be held liable or responsible vis-à-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 any changes. At the same time, the **Client** shall guarantee to reimburse the **Bank** for any loss or damage incurred by the **Bank** due to non-fulfilment by the **Client** of the obligation to notify the **Bank** of any changes and to provide a new Account holders list for legal entity clients.

## **4. ORDERS, CASH TRANSFER DOCUMENTS, PAYMENT INSTRUCTIONS**

### **Submission of orders, cash transfer documents and payment instructions**

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

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

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

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

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

Any special instructions and payment descriptions in the payment instructions shall be considered as addressed exclusively to the beneficiary, unless otherwise agreed on by the **Parties**.

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

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

#### **Procedure for execution of orders, cash transfer documents and payment instructions**

Execution of a payment transaction of the **Client** shall be initiated by their submitting a payment instruction to the **Bank**. A payment transaction shall be considered authorised after the **Client** has given their consent to its execution.

By signing each separate payment instruction (electronically or manually), the **Client** gives the **Bank** their consent for the execution of each payment transaction initiated by the submission of said payment instructions. The **Client's** payment transactions performed by the **Bank** before the date of entry into force of this version of the **General Terms and Conditions** shall be deemed as having been authorised by the **Client** and cannot be recognised as unauthorised payment transactions on these grounds.

Direct debit transfers of funds established before the date of entry into force of this version of the **General Terms and Conditions** shall be deemed as having been confirmed and authorised by the **Client** and cannot be unilaterally cancelled by the **Client**.

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

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

After funds have been debited from the **Client's** account, 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 revoke the payment instruction and their consent to the execution of the payment transaction, except for the cases provided for in this section of the **General Terms and Conditions**. The **Client** cannot revoke said payment instruction or said consent.

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

The **Bank** may delay fulfilment of the order, cash transfer document and payment instruction of the **Client**, as well as credit the transfer amount 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 **Client's** delayed transfer shall be deemed an incomplete transfer until the funds are credited to the beneficiary's account. If the **Client** fails to provide the information/documents on the transfer requested by the **Bank**, as well as in the cases provided for by the Law of Ukraine "On Preventing and Fighting Money-Laundering, Financing of Terrorism and Financing of Proliferation of Weapons of Mass Destruction", the **Bank** is authorised to reject the delayed transfer and return the funds not credited to the **Client's** account to the payer.

#### **Obligatory state pension insurance**

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

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

If the **Bank** purchases foreign currency and the **Client** has not submitted an application for the purchase of foreign currency, the **Client** shall instruct the **Bank** to determine, withhold and transfer the obligatory state pension insurance duty in the amount established by the **Legislation** on its own.

#### **Insufficient amount on the account**

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

On the basis of the relevant contract concluded with the **Bank**, the **Client** may be granted an overdraft on the account, within whose limit funds shall be transferred in accordance with the **Client's** payment instructions. The **Bank** shall not make forced debiting at the expense of the funds of the overdraft limit on the basis of enforcement documents in the cases provided for by the **Legislation**.

#### **Procedure for executing documents in foreign currency**

Transactions in foreign currency shall be carried out in accordance with the requirements of the **Legislation**, the Memorandum on Transactions in Foreign Currency posted on the **Bank's** website, the **Bank's** by-laws, provided that:

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

The **Client** shall have the right to revoke a payment instruction in foreign currency and an application for the purchase/sale/exchange of foreign currency. Such revocation shall only be possible in the full amount and before the value date for the payment order in foreign currency, and for the request for the sale/purchase/exchange of a foreign currency on the foreign exchange market – by the end of the **Operation Day** before the day of the **Bank's** participation in the trading on the Ukrainian foreign exchange market on the **Client's** instruction in the manner provided for the revocation of a payment instruction set forth in this section of the **General Terms and Conditions**.

In order to withdraw a foreign currency payment order or a request for the sale/purchase/exchange of foreign currency, the **Client** shall cancel the payment order/request by using the **System** or contacting the **Bank's Contact Centre** for this purpose.

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

If, at the time of submission by the **Client** of a letter of revocation of a payment instruction in foreign currency, the **Bank** has transferred funds from the correspondent, the funds shall be returned to the **Client** in the event that those funds are returned from the relevant foreign correspondent bank.

The **Bank** may enter into agreements with a **Third Party** to execute the **Client's** requests for the purchase/sale/exchange of foreign currency. The **Bank** is not obliged to notify the **Client** about the conclusion of such a contract.

### **5. PROVISION OF SERVICES VIA THE ELECTRONIC BANKING SYSTEM**

The **Bank** shall have right to perform settlement services for **Clients** by means of the IB System.

The guarantee of the security and confidentiality of the data processed in the **System** is the **ES** instrument used by the **System** in the transmission of Electronic Documents from the **Client** to the **Bank**.

Agreements and amendments to previously executed Agreements can be made via the IB **System** in the cases detailed in the Agreements signed with the **Client** and/or by the **General Terms and Conditions**. Agreements or

amendments to previously concluded agreements that were made with the help of the **System** must be signed by each

**Party** by means of their **EDS**. The **Parties** are able to check the **EDS** and the integrity of electronic documents through the online **EDS** verification services provided by accredited key certification centres (e.g. <https://czo.gov.ua/verify> or <https://ca.informjust.ua/verify>) or with the help of reliable **EDS** software (software that has the appropriate approval of the Administration of the State Service for Special Communications and Information Protection of Ukraine).

The provision and installation of necessary software and technical fulfilment of the connection to and registration in the **IB System** shall be undertaken by the **Bank** on the basis of an appropriate agreement on use of the **IB System**. Use of the **IB System** requires availability of appropriate technical equipment at the **Client's** premises and unimpeded access to the Internet.

To work in the **System**, the **Client** shall go through the registration process on the **Bank's Website** at the link: <https://ibank.procreditbank.com.ua/web/> in the manner specified therein and provide the **Bank** with a printed and signed **Public Key Certificate of the Client's ES** for each **Authorized Person of the Client** entitled to sign financial documents and indicated in Account Holders List of the Legal Entity Client, which was submitted to the **Bank**. In case of termination of the right to signature of the persons on the Legal Entity Client's Account Holders List submitted to the **Bank** and/or the loss of control (including temporary control) over the **Client's** (their **Authorized Person's**) **ES Private Key** holder, immediately inform the **Bank** of the need for deactivation of **ES** of such a person, including in writing. During the registration process, the **Client** creates the required number of **ES**, which are confirmed by the relevant **Public Key Certificates of the Client's ES**, the validity of which may not exceed two years. A new **ES** created and signed with a valid **ES** is recognized by the **Parties** as legally equivalent to the **Public Key Certificate of the Client's ES** submitted to the **Bank**, which is automatically activated and simultaneously blocks the validity of the previous one.

A **Client** may grant a designated person access to the information in the **System**, including the personal data and bank secrecy data, by providing the **Bank** with the Public Key Certificate of the Client's **ES** with the right to sign documents, in the form and with the content established by the **Bank**. The Public Key Certificate of the Client's **ES** with the right to sign documents does not give the person who has been granted access to the information in the **System** the right to sign any documents, including settlement documents, to conduct any account transactions, or to delegate their right to a third party. The certificate is signed by the **Client** and the person who is granted access to the information in the **System**, and then it is provided to the **Bank** in hard copy or sent in soft copy via the **System**. The person who has been granted access to the information in the **System** is not specified in the List of Administrators of the Account of the Legal Entity Client. The **Client** bears all the risks related to granting the designated person access to the information in the **System**, including personal data and bank secrecy data.

The electronic documents signed by **ES** or **QES** are recognized by the **Parties** as legally equivalent to the relevant documents on paper, certified by the handwritten signatures of the relevant **Authorized Persons**, have legal force and confirm the existence of legal relations. Electronic documents without **ES** or **QES** have no legal force, are not considered and executed by the **Bank**

The service in the **System** and exchange of electronic documents is terminated by the **Bank** in the following cases:

- termination of an agreement on the use of the **System**;
- when an electronic document signed by the **ES** of a person who, according to Account Holders List available at the **Bank**, does not have the right to sign documents on behalf of the Legal Entity **Client**;
- upon receipt of written notification from the **Client** requesting the suspension of electronic document handling under one or all the **ESs**
- an **ES** has been blocked in response to a phone call from a person who correctly gives the Word-password, as submitted by the **Client** to the **Bank** in a written notification
- an **ES** is blocked on the initiative of the **Bank** in case of suspicion of compromising or unauthorised use of the **Client's ES**, with the subsequent notification of the **Client**
- non-use by the **Client** of the means provided by the **Bank** to improve the security of service in the **System**
- non-payment for services in accordance with the **Tariffs**

The **Bank** is not responsible for the technical condition of the **Client's** computer equipment, the performance of the **USB token/OTP token**, possible interference on the communication line, poor connection or inability to establish connection, power outage and other malfunctions, which are not the fault of the **Bank**.

In a case of the **Client's** refusal to use and/or actual non-use of the security means of service in the **System** established by the **Bank** and/or the National Bank of Ukraine, the **Bank** may unilaterally terminate the remote service without additional notifications of the **Client**. In these cases, the remote service is considered terminated from the date of disconnection of the **Client** from the **System**.

#### Document flow security features

The **Bank** shall reserve the right to change the encryption facilities as required in response to directives of the National Bank of Ukraine and/or public authorities responsible for information security matters, or on its own initiative. It shall also reserve the right to 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.

To improve security for the **Client** in the Internet Banking System, the **Bank** shall provide the **Client** with a OTP-Token, whose terms of use shall be stipulated in an agreement between the **Parties**. In the event of refusal to use the OTP-Token, the **Client** shall be held liable for transactions that have been made as a result of unauthorised acquisition or copying of the **Client's** digital keys and passwords.

In the event of temporary non-operability of the **OTP token**, in order to increase the **Client** service security level in the **System**, the **Bank** may enable the **Client** to receive text messages with the code of access to the **System** and dispatch of payments to the **Bank**. For this purpose, the **Client** shall send the **Bank** the respective request via the **System** and specify the telephone number of the Ukrainian mobile communication operator to which the **Client** authorises the **Bank**

to send text messages with the code. In this case, the **Bank** shall provide the **Client** with a new **OTP token** as promptly as possible.

In the event of temporary non-operability of the **OTP token** or the **Client's** need to receive a new **OTP token** for another reason, the **Bank** may provide it via a **Third Party**. For this purpose, the **Client** shall send the respective request to the **Bank**, including via the **System**, and specify the full name and title of the **Client's Authorised Person** according to the List of Administrators of the Account of the Legal Entity Client, their telephone number of the Ukrainian mobile communications operator, number and address of the **Third Party** to which the Client wishes the new **OTP token** to be sent. The received **OTP token** is activated by the **Client's Authorised Person** by calling the **Bank's Contact Centre**.

To improve the Internet Banking System's operating security, the **Bank** has the right to connect the **Client** to an IP Filtering service and/or other services as proposed by the **Bank**.

To operate the IP Filtering Service, the **Client** shall submit an application in the form prescribed by the **Bank** stating the list of IP addresses of computers from which connection to the Internet Banking System is to be made, or IP address determination criteria. The **Client** has the right to refuse the IP Filtering Service or change the list of IP addresses (their criteria) by submitting a respective written application to the **Bank**. To improve information security of the Internet Banking System, the **Bank** has the right to automatically (without the **Client** submitting a respective application) block access to the Internet Banking System from IP addresses of foreign providers. To deactivate this block the **Client** shall submit a respective written application to the **Bank**.

The **Client** shall undertake:

- to abide by technical specifications and requirements furnished by the **Bank** in writing or orally
- to ensure restricted access to the Internet Banking System and to allow only authorised employees to operate the Internet Banking System
- not to give USB Tokens and the Internet Banking System software tools to **Third Parties** and not to make modifications thereto
- to inform the **Bank** in a timely fashion of any problems with the Internet Banking System; to immediately inform the **Bank** of the digital signature or other means of system protection becoming compromised, with such information being confirmed within 24 hours
- to immediately notify the **Bank** in writing of any change in persons authorised to affix a digital signature and submit an application to block such a person's digital signature. Together with notification submit to the **Bank** duly certified copies of the documents confirming the powers of a new person having the right to use ES on electronic documents, replace the Account holders list for legal entity clients, give new certification of the opened keys

The **Client** shall be held liable for undue or untimely fulfilment of the aforesaid obligations as well as for any consequences caused and losses incurred. The **Bank** shall not be held liable for transactions effected due to access of **Third Parties** to the **Client's** accounts unless the Client proves that they have duly fulfilled all obligations.

The **Bank** shall have the right to carry out periodic inspections of the **Client** as to information security, storage of data protection facilities, compliance with the rules and regulations on information protection and processing of electronic payment documents.

## 6. DIRECT DEBITING

The **Bank** shall have the right to carry out direct debiting of the **Client's** accounts on his or her instructions. Procedures

for and provisions of direct debiting may be stipulated in the Direct Debit Agreement, Bank Account Agreement, all types of Loan agreements and other agreements on the provision of banking services entered into between the **Parties**.

Direct debiting in favour of the **Bank** shall be carried out pursuant to the terms and procedures set forth in the present **General Terms and Conditions** unless otherwise established in the agreements.

#### **Direct debiting of funds to discharge financial obligations of the Client to the Bank**

To discharge all the **Client's** financial obligations to the **Bank** according to FARCA requirements or/and those arising out of the agreements concluded between the two, the **Client** shall irrevocably authorise the **Bank** to directly debit all of his or her (current, card and deposit) accounts in the **Bank**, details of which are specified or will be specified in the agreements based on which the **Client** has or will have the accounts opened in the **Bank**, on any day, for the funds equivalent to the **Client's** financial obligations existing at the time of such debiting. If the **Client** incurs such financial obligations either as a natural person or as a sole proprietor, the direct debiting can be carried out from the accounts opened for him or her either as a natural person or as a sole proprietor.

For the purpose of compliance with the requirements of **FATCA**, the **Bank** shall have the right to resort to the contractual debiting of the funds from the accounts of the **Client** in order to settle the withholding tax ("penalty" tax), as applied with respect to the amounts of the **Client's** transfers, at the level determined by **FATCA**, with the subsequent transfer of said amounts to the Internal Revenue Service of the USA (**IRS**), subject to the procedures of, and within a period of time determined by, **FATCA**.

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

To carry out a transaction with the **Bank** itself or at the FEMU, the **Client** shall authorise and instruct the **Bank** to carry out:

- a direct debit transfer of the foreign currency available on the **Client's** accounts in an amount equivalent to the amount of the **Client's** mature monetary obligations at the **Bank's** exchange rate set based on the results of transactions on the FEMU (purchase/sale/exchange) on the day of the direct debit transfer;
- a currency purchase/sale/exchange transaction with the **Bank** itself or on the FEMU at the **Bank's** exchange rate established based on the results of transactions on the FEMU (purchase/sale/exchange) on the day of the transaction and crediting the received foreign currency to the **Client's** account or to the **Bank's** transit account, from which funds will be debited to discharge the **Client's** monetary obligations;
- a payment, on behalf of the **Client**, of the amount of mandatory duties on the purchase/sale/currency exchange transaction, the amount of commission fees of the **Bank** and other banks for the purchase/sale/currency exchange transaction in accordance with the **Tariffs**, and the amount of other costs/losses related to said transaction through a direct debit transfer of the amount required to be paid in hryvnias or in a foreign currency in an amount equivalent to the amount of the costs at the exchange rate established by the National Bank of Ukraine for the relevant foreign currency;
- a direct debit transfer in the amount of the **Client's** actual monetary obligations in favour of the **Bank**;
- sale of the currency purchased on the FEMU (does not apply to transactions with the **Bank** itself) at the **Bank's** exchange rate established based on the results of transactions on the FEMU (sale) on the day of said sale, if this foreign currency will not be used to discharge obligations to the **Bank** within the time specified by the **Legislation** and in the prescribed manner.

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 for the purchase/sale of foreign currency or other additional documents.

In the event that direct debiting from the **Client's** account to the **Bank's** account is restricted due to the operating mode of the respective accounts or other limitations imposed by **Applicable Law**, the **Client** shall authorise, and the **Bank** shall have the right to make, a preliminary transfer of funds via direct debit from such an account to any other account that belongs to the **Client** and which has been opened to the **Client** as a natural person and/or as a business entity, with the funds directly debited to the **Bank's** account.

In case of fulfilment of a transaction via an account that does not comply with the use of the respective account established by applicable **Legislation**, the **Client** shall empower, and the **Bank** shall have right, for the purposes of the **Parties'** compliance with the requirements of the **Legislation** and to prevent improper use of the accounts in case of non-compliance of the performed transaction to the use of the account, to perform a contractual debit of the

respective amounts and return the money to the payer.

Any payment transactions for direct 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 these **General Terms and Conditions** to the **Client**, regardless of the date of signing contracts or other documents in which such direct debit transfers are stipulated. 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 revoke the payment instruction and their consent to the execution of the payment transaction for the direct debit transfer until the obligation is discharged in full.

## 7. COST OF SERVICES

### Fees

The **Client** shall pay the **Bank** fees and commissions for the services rendered. The amounts of the fees and commissions payable to the **Bank** shall be defined in the **Tariffs** according to the types of services provided. Foreign currency denominated fees for issuing and servicing payment cards shall be paid in Ukrainian hryvnia at the rate established by the National Bank of Ukraine for the respective currency at the date of debiting.

The **Client** and the **Bank** may agree other fees and commissions for the services rendered other than those set forth in the **Tariffs**. The **Client** shall undertake to pay for the services rendered by **Third Parties** (correspondent banks, payment systems, etc.) as part of performance of the **Client's** transactions.

The **Client** shall authorise the **Bank** to directly debit the fees and commissions amounts for the rendered services from his or her current/card account on the respective dates of payment for such services, as set forth in the **Tariffs** or as agreed between the **Client** and the **Bank**, or as established by **Third Parties** as regards the services rendered.

Monthly fees and commissions, as stipulated by the **Tariffs**, are accrued on the last business day of every month and paid by the **Client** by direct debit from **Client's** account in Ukrainian hryvnia if the available balance is sufficient. In the event the available balance is insufficient, the **Bank** shall debit the **Client's** account daily until the full payment of the accrued fees is received.

Unless otherwise stipulated by an agreement between the **Client** and the **Bank**, in the event of late payment for services rendered by the **Bank**, the **Client** shall pay a penalty at the rate of 0.25% of the overdue amount for each day of delay, but not less than twice the discount rate of the National Bank of Ukraine in effect during the period for which the penalty is paid. The penalty shall be directly debited from the **Client's** current account. Upon the **Bank's** request, the **Client** shall personally pay the penalty by transferring funds to the account specified by the **Bank**.

### Currency

Fees, commissions and other charges shall be paid either in the currency of the account to which they apply or in Ukrainian hryvnia, at the discretion of the **Bank**. Services rendered by **Third Parties** shall be paid for in the currency stipulated by such **Third Parties**.

## 8. TERMINATION OF BUSINESS RELATIONSHIPS

### Right to terminate business relationships

The Parties have the right to terminate an agreement upon the basis and in the manner prescribed by such an agreement and/or the **General Terms and Conditions** and/or **Applicable Law**.

Agreements between the **Client** and the **Bank** may not be terminated by the **Client** in the event that the **Client** has unfulfilled obligations outstanding vis-à-vis the **Bank**.

Should the **Client's** account be closed as provided in the **General Terms and Conditions**, **Applicable Law** or an agreement between the **Parties**, the Agreement on Account Servicing shall be terminated.

In order to terminate the Agreement on Account Servicing, the **Client** shall submit to the **Bank** an application for account closure drawn up in a format established by the **Bank** for this purpose. The **Client** shall simultaneously submit to the **Bank** an instruction to transfer funds from the **Client's** account with the **Bank** to another account held by the **Client**. The **Bank** shall have the right to refuse the **Client's** application to close the account should the **Client** fail to simultaneously submit to the **Bank** an instruction to transfer funds.

### Closure of accounts

The **Bank** may suspend any service in its entirety or in part and/or all services in their entirety, if the **Client** fails to pay for services rendered by the **Bank** within two calendar months. In such case, the **Client's** card/savings/current accounts will be closed; however, the **Bank** shall give 14 days' notice of closure to the **Client** by means of an SMS message.

If the **Bank** decides to close the **Client's** account in the cases provided for by the Law of Ukraine 'On Prevention and Counteraction of Legalisation (Laundering) of Proceeds of Crime, Financing of Terrorism and Financing of Proliferation of Weapons of Mass Destruction', the **Bank** shall notify the **Client** thereof no later than 3 days before such closure.

The termination of business relations without observance of the **Client's** notification deadlines is allowed if further business relations with the Client are unacceptable for the Bank according to the laws of Ukraine and/or internal provisions of the Bank and/or may expose the Bank to (engaging in) risky activities threatening the interests of depositors or other creditors of the bank, and/or actions provided for by the Criminal Code of Ukraine.

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. The balance of funds on the Client's account shall be returned to said Client.

Upon the closure of the **Client's** account, the **Bank** shall keep on account the **Client's** funds that were available in the **Client's** account at the time of its closure, without charge and payment by the **Client** of remuneration for such custody. Taking into consideration the period of claim/acquired limitation, the **Bank** shall immediately repay said funds to the **Client** upon receipt of the first written demand in accordance with the provisions of the **Operational Regulations and Tariffs** approved by the **Bank**. The **Client** shall agree that implementation by the **Bank** of the abovementioned method of returning the funds after closure of the account shall be deemed as appropriate fulfilment by the **Bank** of its obligations related to the return of funds after account closure. At the same time, the **Client** shall empower the Bank to deduct from the funds being returned the expenses incurred by carrying out said return of funds.

### **Termination of business relationships by the Bank upon notice**

Pursuant to internal regulations, the **Bank**, having observed the respective notification period of 14 days, may upon its own initiative terminate all business relationships with the **Client** or terminate a specific agreement governing a certain type of business dealing, at any time after the 14-day notification period has elapsed.

The **Bank** may either terminate the business relationship as a whole or terminate a specific agreement without having to observe a 14-day notice period if continuing the business relationship with the **Client** is unacceptable to the **Bank** under applicable law of Ukraine and/or the **Bank's** internal policies and procedures, notice thereof will subsequently be given to the **Client**.

## **9. THIRD PARTY SERVICES, DELIVERY OF DOCUMENTS AND NOTICES**

### **Third party services**

Should the **Bank** consider it to be necessary or in the interests of the **Client**, or should it otherwise prove advisable or expedient in the course of carrying out the **Client's** transactions, the Bank may engage the services of a **Third Party** to carry out the **Client's** instructions. The **Client** agrees and accepts the choice of such **Third Party**. The Bank shall not be held liable for any actions, failure to fulfil obligations, or errors of the **Third Party**. The **Client** shall pay for the services provided by the **Third Party**, including compensation for expenses incurred by and invoiced to the **Bank**, except for cases in which the **Bank** has decided to accept the charge for such services without subsequent indemnification.

### **Delivery**

Unless explicitly instructed otherwise by the **Client**, the **Bank** shall deliver documents and other valuables at its sole discretion with reasonable care and prudence expected from a banking institution. Delivery shall be made on behalf of the **Client** and at the **Client's** own risk.

### **Loss of information**

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 communication media between 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**.

### **Use of bank communication media**

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

### **Receipt of notices**

The **Bank** may send any notice or document to the **Client** by courier or by regular or registered mail. Any notice or document mailed by the **Bank** shall be deemed to have been received by the **Client** after the period typically required for the post office to deliver a letter has elapsed, provided that such a letter was mailed to the address given by the **Client** to the **Bank**, unless otherwise stipulated by the respective agreement or the present **General Terms and Conditions**. Any notice sent by the **Bank** to the **Client** by fax, telephone or telex to the number given by the **Client** shall be deemed to have been received by the **Client** on the day of transmission.

The **Client** agrees that, in order to receive information, text messages or messages sent to the software application (messenger) may be used in the cases determined by the **Bank**. In particular, information messages, including messages stating that the identification document of the **Client's Authorised Person** has ceased to be valid, as well

as messages pertaining to the account holder, the **BPC holder**, the need to update Client data, the procedure for providing services to the **Client**, service restrictions imposed by the **Bank**, etc.

If the **Client** fails to notify the **Bank** of the change of telephone number, the **Bank** shall continue sending messages based on available information. This said, the **Bank** shall not be held liable for non-receipt of information by the **Client** and possible access to such information by **Third Parties**.

## **10. MISCELLANEOUS**

### **Severability**

Should any provision of the present **General Terms and Conditions** be deemed null and void, the legal validity of the remaining provisions contained herein shall not in any way be affected or impaired.

### **Jurisdiction**

Unless agreed otherwise, all disputes between the **Client** and the **Bank** shall be resolved by a Ukrainian court of competent jurisdiction.