

**Application for Joining/Confirmation of Joining the General Agreement on the Provision of Banking Services to Individuals in JSC “ProCredit Bank”**

By signing this Application for Joining/Confirmation of Joining the General Agreement on the Provision of Banking Services to Individuals in JSC “ProCredit Bank” (hereinafter the “General Agreement”), I, \_\_\_\_\_, accept/confirm from \_\_\_\_ 20\_\_ the acceptance of a public offer of JSC “ProCredit Bank” to conclude the General Agreement posted in the electronic form on the website of the Bank at <https://www.procreditbank.com.ua/> and in writing in the office of the Bank and unconditionally agree to the terms and conditions of the General Agreement.

Signature of the person filing the Application \_\_\_\_\_ date

**Application for Establishing an Overdraft on the Current Account**

You are kindly requested to establish an overdraft in the amount of \_\_\_\_\_ on my current account \_\_\_\_\_ opened with JSC “ProCredit Bank” for a term till \_\_\_\_\_.

Signature of the person filing the Application \_\_\_\_\_ date

**ADDITIONAL AGREEMENT TO THE GENERAL AGREEMENT dated \_\_\_\_\_**  
on the Provision of the Service of Establishing an Overdraft on the Current Account

city

date

**Joint-Stock Company “ProCredit Bank”**, hereinafter the **“Bank”**, represented by the person signing this Additional Agreement and acting under the power of attorney, of the one part, and \_\_\_\_\_, hereinafter the **“Client”**, of the other part, hereinafter collectively referred to as the **“Parties”**, have entered into this Additional Agreement as follows:

**SUBJECT OF THE AGREEMENT**

1. The Bank shall grant to the Client an overdraft on current account No. \_\_ on the terms and conditions of the General Agreement and this Additional Agreement, and the Client shall receive it on the following terms and conditions:

Amount and currency	
Overdraft term and repayment term	day (s); repayment term
Type and size of the interest rate	Fixed; % per annum
Purpose	Personal needs

2. The Client shall pay the Bank a current account maintenance fee specified in clause 1 hereof in accordance with a separate additional agreement to the General Agreement on the Provision of the Current Account Opening and Maintenance Service or an additional agreement to the General Agreement on the Provision of a Basic Package of Services, the General Agreement and the Tariffs posted on the official website of the Bank at <https://www.procreditbank.com.ua/fees-and-terms-of-service>, which can be amended in the manner provided for in clause 3 hereof and the General Agreement.

3. The Bank shall inform the Client about changes in the Tariffs at least 30 calendar days before they enter into force, except for the cases provided for in the General Agreement, and about amendments to the General Agreement, including the Operational Regulation – 14 calendar days before the date they enter into force by specifying information about changes in the account statement and/or by distributing information (messages) by means of the e-Banking system and/or software application (messenger) and/or by distributing information by mail and/or by placing relevant notices/changes in the premises of the operational and/or cash departments of the Bank (its offices) and subsequent posting of information on the Website of the Bank.

If the Client does not submit written objections to the Bank before the date of the implementation of changes, the changes shall be considered accepted. In case the Bank receives a written objection from the Client before the date of the implementation of changes, such objection shall be considered an offer of the Client to terminate the General Agreement, which shall be done after the Client performs its obligations hereunder in the manner provided for in the General Agreement, without any fee for its termination.

4. Information about the real annual interest rate and the total cost of the overdraft on the execution date hereof shall be set out in Annex No. 1 hereto forming an integral part hereof.

5. The size of the interest rate established in clause 1 hereof may be changed by mutual agreement of the Parties with the conclusion of the relevant additional agreement.

6. The overdraft amount can be reduced to the level of the amount of the used overdraft, whereof the Bank shall notify the Client within 3 days from the effective date of such reduction, in the manner specified in the General Agreement, in the following cases:

6.1. non-payment by the Client of accrued interest for using the overdraft;

6.2. a decrease in the amount of the Client's income necessary to receive the service of establishing an overdraft on the current account or its absence;

6.3. location of the Client in a settlement, where the public authorities of Ukraine temporarily do not exercise their powers;

6.4. if on the execution date hereof the Client had an open current account of an individual entrepreneur with the Bank and carried out transactions thereon, but, during the term hereof, closed such account or does not carry out transactions thereon for over 2 weeks in a row, or the amount of its income as an individual entrepreneur necessary to receive the service of establishing an overdraft on the current account decreased or is absent;

6.5. a breach of this Additional Agreement or the General Agreement.

7. In addition, the circumstances given in sub-clauses 6.1 – 6.5 of clause 6 hereof shall constitute, inter alia, a ground for the Bank's withdrawal herefrom and for the early repayment of the overdraft by the Client, whereof the Bank shall notify the Client in the manner prescribed in the General Agreement.

8. The procedure for the repayment of the overdraft and payment of interest for its use, the procedure for the early repayment of the loan, the rights and obligations of the Parties, other terms and conditions related to the provision/receipt/use/repayment of the overdraft are set out in the General Agreement.

9. In case the Client breaches the deadline for the repayment of the overdraft, from the next day the amount of the non-repaid overdraft shall be considered an unauthorised debt, on which penalty shall be charged in the amount of the double refinancing rate of the National Bank of Ukraine on the amount of such unauthorised debt as of the time established by the Operational Regulation of the Bank, but not more than fifteen (15) percent of the amount of the overdue payment, as well as interest in the amount established herein, in the manner provided for in the General Agreement, until the date of full repayment of the amount of unauthorised debt to the Bank.

9.1. Unauthorised debt means the Client's debt to the Bank arising on the Client's current account due to the Client's failure to repay the overdraft within the term provided for herein.

Penalty means a fine calculated as the percent of the amount of the delayed overdraft for each day of delay.

Total amount of the penalty that can be charged to the Client in accordance with clause 9 hereof cannot exceed half of the amount of the overdraft received by the Client. In case of a change in the refinancing rate of the National Bank of Ukraine, the changed size of the rate shall apply from the day following the date of entry into force of the relevant regulation of the National Bank of Ukraine. A three-year limitation period shall apply to claims for penalty recovery.

9.2. To perform the Client's obligations hereunder, in particular, in case the amount of the payment made by it is insufficient to perform the obligations in full, the Client's funds shall be used to repay the claims of the Bank in the following sequence: first, unauthorised debt and interest accrued thereon shall be paid; second, the overdraft amount and interest for using it shall be paid; third, penalty and other amounts shall be paid in accordance with this Additional Agreement.

10. The Parties shall be relieved from the liability for partial or full non-performance of any of the provisions of this Additional Agreement and the General Agreement if it is caused by force majeure circumstances certified by the Chamber of Commerce and Industry of Ukraine and regional chambers of commerce and industry authorised by it.

11. The Client is entitled to withdraw herefrom within 14 calendar days from the execution date hereof. The Client shall notify the Bank of its intention to withdraw herefrom in writing before the expiration of

- a 14-days period. If the Client does not submit a notice personally, it shall be certified by a notary or filed and signed by the representative, who has a power of attorney to perform such actions.
12. Within 7 calendar days from the date of filing a written withdrawal notice, the Client shall repay the overdraft received hereunder to the Bank and pay interest for the period from the date of receipt of the overdraft till the date of its repayment at the rate established herein.
13. Upon the expiration of a 14-days period from the execution date hereof, the Client is entitled to initiate the termination of the overdraft by repaying the overdraft amount, paying the accrued interest for its use, the amount of unauthorised debt, if any, and charged penalty and interest and signing an overdraft termination agreement in the office of the Bank.
14. The Bank is entitled to transfer its creditor rights hereunder to another person without consent of the Client, whereof it shall notify the Client within 10 business days from the date of transfer of such rights. The Bank, the new creditor, and in the case of involvement, the collection company shall record every direct interaction on the issues of settlement of overdue debt (if any) with the Client, its relatives, representative, heir, guarantor, property guarantor or third parties, interaction with whom is provided for herein and who have given consent to such interaction, using video and/or sound recording technical means, as well as warn the specified persons about such recording.
15. The Bank, and in the case of involvement, the new creditor or the collection company shall record every direct interaction on the issues of settlement of overdue debt (if any) with the Client, its relatives, representative, heir, guarantor, property guarantor or third parties, interaction with whom is provided for in the General Agreement and who have given consent to such interaction, using video and/or sound recording technical means, as well as warn the specified persons about such recording. The Client agrees that the Bank, the new creditor, the collection company (in case of assigning the rights hereunder to a new creditor or involving a collection company to settle the overdue debt) shall not communicate information about the conclusion of this Additional Agreement, its terms and conditions, the status of performance, the presence of overdue debt and its amount to persons, who are not the parties hereto, except for the cases provided for in the effective laws and the terms and conditions hereof, as well as in case of communication of the specified information to representatives, heirs, guarantors, property guarantors of the Borrower and third parties (interaction with whom is provided for in the General Agreement and who have given consent to such interaction), as well as in the cases of transmission of information about the overdue debt to the Client's relatives in compliance with the requirements of Part 6 of Article 25 of the Law of Ukraine "On Consumer Lending".
16. The Client is entitled to apply to the National Bank of Ukraine and/or the court for the protection of the rights of consumers of financial services.
17. On the issues of the performance of the terms and conditions hereof by the Parties, the Client may contact the Bank in writing at the address of its location, or by e-mail at the following address: [ukr.cc@procredit-group.com](mailto:ukr.cc@procredit-group.com), or by the phone number: 0 800 50 09 90 and/or +38 044 590 10 00.
18. By signing this Additional Agreement, the Client confirms that it has previously been familiarised in writing with the information necessary for making an informed decision on the conclusion of this Additional Agreement, in particular, with the procedure and conditions for providing/receiving/using/repaying an overdraft, its features, advantages and disadvantages, as well as any other information required by the laws of Ukraine, including the Law of Ukraine "On Consumer Lending".
19. A transaction confirmation code generated by the e-Banking system and sent to the Client's mobile phone number stated by it in the Client's Questionnaire, or a message confirmed by the Client in the ProCredit MobileSign Mobile App generated by the e-Banking system and transmitted to the ProCredit MobileSign Mobile App installed and activated on the Client's mobile device shall be used by the Client to sign statements, contracts, additional agreements, payment instructions, other documents within the framework of this Additional Agreement and/or the General Agreement using the e-Banking system with its electronic signature.
- 19.1. The Parties have agreed that the transaction confirmation code and/or confirmed message in the ProCredit MobileSign Mobile App is analogous to the Client's personal signature (is an electronic signature) and that all transactions/documents signed/certified in the electronic form using the transaction confirmation code and/or confirmed message in the ProCredit MobileSign Mobile App shall be considered as personally signed by the Client. The transaction confirmation code and/or confirmed message in the ProCredit MobileSign Mobile App may not be invalidated because of its electronic form or because the transaction confirmation code and/or confirmed message in the ProCredit MobileSign Mobile App does not have the status of an electronic digital signature.

All payment transactions/deeds/documents executed/signed electronically shall be electronic documents and shall be considered to have been concluded in writing and cannot be contested because of their electronic form.

19.2. The Client shall ensure/guarantee that the third parties cannot access and/or use the ProCredit MobileSign Mobile App and transaction confirmation code/message.

The risk and all responsibility for the use of the e-Banking system, the ProCredit MobileSign Mobile App, the transaction confirmation code/message shall be borne exclusively by the Client, except for the cases where third parties have gained access to them due to the fault of the Bank proven in the manner provided for in the laws of Ukraine.

The Bank shall unconditionally consider any person who has used the ProCredit MobileSign Mobile App and the transaction confirmation code/message to be the Client and shall not be liable if it is not true. Any banking transaction, agreement, deed, etc. cannot be cancelled, terminated, invalidated, revoked, etc. if it was performed using the transaction confirmation code and/or confirmed message in the ProCredit MobileSign Mobile App.

20. The legal relations of the Parties hereunder shall be regulated by the effective laws of Ukraine, the regulations of the National Bank of Ukraine and the valid General Agreement.

21. This Additional Agreement enters into force upon being signed by the Parties, is valid till its full performance and is made in two copies, one copy for each of the Parties.

*If the Additional Agreement is concluded in the form of an electronic document using the e-Banking system, the Bank shall send the Additional Agreement to the Client using the e-Banking system. The Client shall sign the Additional Agreement with an electronic digital signature and send it through the e-Banking system to the Bank for signature. The Bank shall sign the received Additional Agreement by imposing an electronic digital signature of a Bank employee and return it to the Client through the e-Banking system.*

#### DETAILS OF THE PARTIES

The BANK: JSC "ProCredit Bank"  
107A Peremohy Ave., Kyiv 03115,  
EDRPOU identification number:  
21677333, NBU ID code: 320984

The CLIENT: \_\_\_\_\_  
Registration number of  
the taxpayer's card: \_\_\_\_\_  
Address of residence: \_\_\_\_\_  
Passport details: \_\_\_\_\_

I have received a copy of the Additional  
Agreement

Signature: \_\_\_\_\_  
L.S.

Signature \_\_\_\_\_