

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

ADDITIONAL AGREEMENT TO THE GENERAL AGREEMENT dated _____
on the Provision of the Current Accounts Opening and Maintenance Service

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 open to the Client current account (s) No. _____ in the currency of _____ for depositing, transferring and/or withdrawing funds in accordance with the terms and conditions of this Additional Agreement, the General Agreement and requirements of the laws of Ukraine.

1.1. The size of the Bank’s commission fee paid by the Client for payment transactions carried out on its current account, as well as for other services provided to the Client hereunder shall be established by the Tariffs posted on the official website of the Bank at the link: <https://www.procreditbank.com.ua/fees-and-terms-of-service>, which can be amended in the manner provided for in clause 1.2 hereof and the General Agreement. Such commission fee may be paid by the Client before or during the performance of the relevant payment transaction by the Bank and/or monthly in accordance with the contractual debiting of funds from the Client’s current account, depending on the payment transaction being performed or the service being provided.

1.2. 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 Client objects to the changes, it is entitled to terminate the General Agreement, this Additional Agreement in the manner provided for in the General Agreement or this Additional Agreement, without any termination fee.

1.3. By signing this Additional Agreement, the Client gives to the Bank consent for the performance of all payment transactions to be performed by the Bank within the framework of the Additional Agreement and/or the General Agreement. Also, the Client gives to the Bank irrevocable consent for contractual debiting of funds in the manner provided for in the General Agreement and/or agreements concluded between the Parties, including with the participation of third parties.

1.4. Funds from the Client’s current account shall be debited by the Bank at the Client’s initiative in the cases and manner provided for in the General Agreement, including in the manner of contractual debiting, and/or by the laws of Ukraine, at the initiative of the debt collector, in the cases and manner provided for by the laws of Ukraine.

- 1.5. The Client shall perform payment transactions on the current account, subject to the limits and/or restrictions established by the laws of Ukraine.
- 1.6. The Bank shall monthly provide to the Client a statement of its current account in the electronic form by its independent forming by the Client using the e-Banking system or in the paper form upon request of the Client in the office of the Bank without charging a fee for this. The Client is also entitled to receive any additional information on its current account and performed payment or other transactions in the electronic or paper form by contacting the Bank, including by Video Consultation, for a fee, if any established by the Tariffs.
2. 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.
- 2.1. 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.
- 2.2. 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.
3. During the wire transfer of funds using the e-Banking system, before they are debited from the Client's account, the Client may recall the payment instruction, subject to agreement with the Bank, by cancelling it independently in the e-Banking system or by contacting the Contact Centre of the Bank or the Bank by Video Consultation.
- The Client may also recall the payment instruction before the value date, provided the Bank is given an electronic order to recall the payment instruction by means of the e-Banking system or by contacting the Contact Centre of the Bank or the Bank by Video Consultation, or a paper order to recall the payment instruction in the office of the Bank before the end of operating hours preceding the value date.
4. The Parties have agreed that after debiting of funds from the Client's account, the emergence of the Client's monetary obligation to the Bank or a third party if stipulated by the agreement concluded between the Parties, or existence of the Client's debt to the Bank, including unauthorised one, the Client cannot recall the payment instruction and its consent to the performance of the payment instruction, except for the cases provided for in clause 3 hereof. The Client cannot recall such payment instruction and such consent.
5. The Client is entitled to withdraw herefrom at any time, except for the cases provided for by the laws of Ukraine and/or in the General Agreement, by submitting an application for the closure of the savings account to the Bank. The validity of this Additional Agreement shall be terminated, the current account shall be closed not later than the next day after the last debit transaction thereon, subject to the absence of the Client's debt to the Bank.

6. In case of non-performance or improper performance by the Bank of its obligations under this Additional Agreement and/or the General Agreement, the Bank shall bear the responsibility provided for by the laws of Ukraine.

6.1. In particular, the Bank shall bear the responsibility provided for by Article 86 of the Law of Ukraine "On Payment Services", including payment to the Client of a penalty in the amount of 0.1% of the overdue payment amount for each day of delay or a penalty in the amount of the double refinancing rate of the National Bank of Ukraine for each day of delay, depending on the committed breach, for the entire period of delay, and/or shall bear other adverse effects provided for by it.

6.2. In case of the application of liability, the cost of the Bank's services shall be set in the amount of the commission fee for the respective service. Where the relevant Bank's service is included in the list of the services paid for by the Client on a monthly basis, the cost of the Bank's services shall be the amount of payment (commission fee) for the month in which the service is provided.

7. In case of non-performance or improper performance by the Client of its obligations under this Additional Agreement and/or the General Agreement, the Client shall bear the responsibility provided for in the General Agreement and by the effective laws.

8. 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.

9. 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.

10. 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, or by the phone number: 0 800 50 09 90 and/or +38 044 590 10 00.

11. 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.

This Additional Agreement may be concluded by the Parties in the form of an electronic document.

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:

Signature _____

I have familiarised myself with a
certificate on the deposit guarantee
system for individuals; I have received a
copy of the Additional Agreement

Signature: _____
L.S.

Signature _____