

## INFORMATION ABOUT BANKING SERVICES: [link](#)

### GENERAL TERMS AND CONDITIONS

#### PROVISION OF BANKING SERVICES

Approved by Resolution of the Board of ProCredit Bank JSC dated 13/03/2026, effective from 01/04/2026

#### DEFINITIONS

For the purposes of these General Terms and Conditions for the Provision of Banking Services (hereinafter the “**General Terms and Conditions**”), the terms below shall have the following meanings:

**Account Managers List** means a list of persons authorised to manage the account and sign payment instructions of the legal entity **Client** according to the **Legislation**, constituent or any other documents.

**Advanced electronic signature based on the qualified electronic signature certificate** (AES with a qualified certificate) means an advanced electronic signature generated with the use of the qualified electronic signature certificate issued by the qualified electronic trust service provider, which does not contain data that the private key is kept in the qualified electronic signature tool.

**Application (messenger)** means the Rakuten Viber electronic communication system used for making calls and/or exchanging messages between users via mobile devices, tablets or personal computers over the Internet, registered to the GSM mobile phone number of the **Client** or the **Client’s Authorised Person**.

**Authentication** means a procedure enabling the **Bank** to establish and verify the identity of the **Client** and/or whether the **Client** owns a particular payment instrument, whether the **Client** has grounds to use a particular payment instrument, including through checking the personal account information of the **Client**.

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

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

**Bank Payment Card (BPC or Card)** means an electronic payment instrument issued in the form of a plastic or other type of card, which enables access to the **Client’s** current account and may be used to initiate payment transactions and/or perform other operations.

**Bank’s Contact Centre** means the **Bank’s** employees responsible for remote interaction with **Clients** (via telephone, e-mail, or internet telephony), providing consultations and/or performing transactions in accordance with the **General Terms and Conditions**, using the following contact numbers: 0 800 50 09 90, +38 044 590 10 00, or \*0990 (short number for calls via the Rakuten Viber **Application (messenger)**).

**Bank’s Website** means the **Bank’s** official online communication channel with **Clients** at the following address: <https://www.procreditbank.com.ua>.

**Banking Day** means a period of time identified by a calendar date during which payment transactions of the **Bank’s** clients are processed and recorded as of that date.

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

**BPC Re-Issuance** (or **Card Re-Issuance**) means the issuance by the **Bank** of a new **BPC** to replace a previously issued card provided to the **Holder**, due to expiry, loss or other circumstances.

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

**Click to Pay** means a secure and convenient method of paying for goods and/or services online (on websites and/or in mobile applications of merchants and/or service providers that support **Click to Pay**)

using a **BPC** without entering card details, provided by the **IPS** and based on the EMV Secure Remote Commerce (SRC) standard and **IPS** security protocols.

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

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

**Client's ES Public Key** means a key (a set of electronic data) independently generated by the **Client** using the **System**, derived from the **Client's ES Private Key**, and intended for the **Bank** to verify the **electronic signature** applied by the **Client** to an **Electronic Document**.

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

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

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

During the period of martial law in the territory of Ukraine and within six months from the date of its termination or cancellation, the signing of **Electronic Documents with the QES** mentioned in the text of these **General Terms and Conditions** also means the **Client's** right to sign them with the **AES with a qualified certificate**.

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

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

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

**Enhanced authentication** means a procedure of authentication of the **Client**, which involves the use of two or more sets of different data (elements) owed to the **Client**, in order to access his/her accounts using remote communication means, and initiate a remote payment transaction.

**FATCA** (Foreign Account Tax Compliance Act) means the US Foreign Account Tax Compliance Act effective from 01/07/2014, aimed at combating tax evasion and defining mandatory procedures for all financial institutions participating in **FATCA**.

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

In the **General Terms and Conditions**, contracts between the **Bank** and the **Client** and other documents, the words "Certificate of the Public Key of the Client's Electronic Signature" in any grammatical cases have been replaced by the words "Key Registration Report".

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

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

**IPS** means the international payment system of Visa International.

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

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

**Mobile Payment Application** means software designed for use on smartphones, tablets, and other mobile devices that enables the **BPC Holder** to generate an additional electronic payment instrument (hereinafter the “Token”) linked to their **BPC** and to initiate transactions using near-field communication (NFC – Near Field Communication).

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

**Operation Day** means a day during which the **Bank** is engaged in processing payment transactions and carries out activities necessary for their execution.

**Operation Regulations** means the **Bank’s** internal document establishing the **Bank’s** Operation Time during which **Clients** are serviced, including the acceptance of payment instructions, withdrawal instructions and other documents, setting limits for certain types of transactions, as well as other terms and conditions of servicing **Clients**. **Operation Regulations** constitute an integral part of the **General Terms and Conditions**.

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

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

**Password** means a word communicated in writing by the **Client** to the **Bank** to identify the **Client** by the **Bank** when using remote means of communication (telephone, Internet telephony). It is used for the provision of services, including remote services, withdrawal of payment instructions and other operations.

**Personal Key of the Client’s ES** means a key (a set of electronic data) independently generated by the **Client** using the **System**, intended for creating the **Client’s electronic signature on an Electronic Document**.

**PIN code (personal identification number)** means a set of numbers known only to the **BPC Holder** and intended for his/her identification during transactions using the **BPC**. The **PIN code** is sent to the **BPC Holder** via **SMS** to the GSM mobile phone number of a **BPC Holder’s** Ukrainian mobile network operator or via the **Application (messenger)**.

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

**ProCredit Group** means the group of foreign banks under the common name of ProCredit and other companies in different countries and under the joint control of parent company, ProCredit Holding AG (Germany).

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

**Report on the Registration of the Client’s Signature Keys in the iBank 2 UA System (Key Registration Report)** means a paper or electronic document generated by the **Client** using the **System**,

containing information about the **Client**, the **Client's Authorised Person** entitled to manage the account(s), sign payment instructions and/or exercise other powers, as well as the **Client's ES Public Key**, which is signed by the **Client** or the **Client's Authorised Person** and submitted to the **Bank**.

**Self-Service Area** means non-residential premises equipped with software and hardware enabling the **Client** to deposit/receive cash without the participation of employees of the **Bank**. The list of addresses of the location of the **Self-Service Areas** is posted on the **Bank's** website.

**SMS Message** means a text message in SMS (Short Message Service) format sent to the **Client's** GSM mobile phone number of a Ukrainian mobile network operator or to the **Application (messenger)** registered to such number, for the purpose of **SMS Notification** or **Enhanced Authentication of the Client**.

**SMS Notification** means a method of informing the **Client** that enables the receipt of information about the account status and other information via SMS (Short Message Service) text messages sent to a GSM mobile phone number of a Ukrainian mobile network operator or via the **Application (messenger)**.

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

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

**UETR (Unique End-to-End Transaction Reference)** means a unique global identifier assigned to a payment transaction that enables its unambiguous identification and tracking.

**Unauthorised debt** means a current account debt to the **Bank** arising from exceeding the **BPC** payment limit, which was not stipulated by a written agreement between the **Parties**, or due to the **Client's** failure to repay the overdraft established on the current account within the term stipulated by the relevant agreement.

## 1. RECITALS

### Scope

The General Terms and Conditions are a system of published terms and conditions regulating the **Bank's** provision of services to the **Client**.

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

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

By entering into the service contract between the **Bank** and the **Client** or initiating the first cash transaction without concluding such a contract, the **Client** certifies and warrants that he/she has read and understood the **General Terms and Conditions**, the **Operation Regulations**, the **Tariffs** and the Rules for Using Payment Cards, understands the content thereof, accepts them, agrees to be bound by them and undertakes to duly perform them. The **Client** confirms that he/she has received from the **Bank**, free of charge, the information provided for in Article 7 of the Law of Ukraine "On Financial Services and Financial Companies" and Part 1 of Article 30 of the Law of Ukraine "On Payment Services" in full before the conclusion of the service contract or initiating the first cash transaction without concluding such a contract.

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

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

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

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

Since 07/10/2013, the **General Terms and Conditions** do not regulate relations between the **Bank** and its individual clients, who do not have the status of an entrepreneur or are not engaged in independent professional activity.

In accordance with the **General Terms and Conditions**, the **Bank's** individual clients who do not have the status of an entrepreneur or are not engaged in independent professional activity, who were serviced by the **Bank** until 07/10/2013, are serviced from 07/10/2013 in accordance with the General Agreement on the Provision of Banking Services to Individuals in ProCredit Bank Joint-Stock Company (hereinafter the "General Agreement").

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

Pursuant to Resolution of the National Bank of Ukraine No. 359 dated 16/06/2014 "On Amendments to Certain Regulations of the National Bank of Ukraine", when issuing a new **BPC** to the **Client** after 10/07/2017, but before or on 31/12/2018, the current account, transactions whereunder can be performed using the **BPC** (card account) opened with the **Bank** before 10/07/2017 to perform transactions with such **BPC**, was changed at the **Bank's** initiative, whereof the **Client** was notified when receiving a new **BPC** and/or using the **System**. Current accounts, transactions whereunder can be performed using **BPC** (card accounts) opened to the **Client** before 10/07/2017 in accordance with the agreement on opening a card account and servicing corporate bank cards, are serviced in the mode of current accounts after 10/07/2017.

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

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

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

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

In case the **Bank** receives a written objection from the **Client** regarding amendments and/or supplements to the **General Terms and Conditions** and/or the **Tariffs** and/or the **Operation Regulations** before the

date of entry into force of such amendments and/or supplements, such objection will be considered the **Client's** proposal to early terminate the service contract affected by such amendments and/or supplements. The date of termination by the **Parties** of the service contract is the date of signing by the **Bank** of the written consent to the early termination of the relevant contract to be sent/provided to the **Client**.

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

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

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

### Language

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

### Bank Secret and Other Confidential Information

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

By entering into any agreement with the **Bank**, or by initiating the first cash transaction without entering into such agreement, or by carrying out any transaction using the **Bank's** services, including transactions involving the extension of credit by the **Bank**, the **Client** hereby gives consent to the processing of data by the **Bank** (including data relating to the personal data of the **Client's Authorised Person**, an individual entrepreneur, or an individual engaged in independent professional activity (such as a notary, lawyer, etc.), and/or data constituting banking secrecy, commercial secrecy, payment service provider secrecy, financial monitoring secrecy, or financial service secrecy), and to the disclosure of such data to:

- persons working in the **Bank**;
- institutions with a significant share in the **Bank's** share capital;
- institutions that can audit the **Bank's** activities in accordance with the **Legislation** and/or the agreements concluded with the **Bank**;
- persons involved in the provision of services by the **Bank** and/or to the **Client** (including, without limitation, card issuers, international payment systems, merchants/service providers participating in **Click to Pay**, and providers of telecommunications or postal services);
- databases to which the **Bank** is required, under the legislation or agreements, to submit information relating exclusively to the **Client's** financial obligations or outstanding indebtedness to the **Bank**, including

databases maintained by credit bureau to which the **Bank** submits information constituting the **Client's** credit history in accordance with the relevant agreements;

- the Credit Register of the National Bank of Ukraine, in case the **Bank** performs a credit transaction with the **Client** in accordance with the procedure and on the terms and conditions provided for by the **Legislation**;
- third parties in the form and scope determined by the **Bank** if it is necessary for it to establish, verify and analyse the financial status of the **Client** for the purpose of granting him/her a loan, the state of collateral, security or assistance in the **Client's** performance of the terms and conditions of the loan agreement, the security agreement, transfer of rights to the **Bank** under the loan agreement, the security agreement to third parties, as well as in case the **Client** violates the terms and conditions of contracts concluded between him/her and the **Bank**;
- banking and other institutions belonging to the group (parent (holding) company and its subsidiaries), which includes the **Bank**, by nature of corporate ties, in particular the **ProCredit Group**, the **Bank's** shareholders, rating agencies, auditing companies that will carry out verification/rating of the **Bank**, legal entities that will participate in the process of securitisation of the **Bank's** assets;
- law enforcement agencies when implementing law enforcement measures, including at the request of the **Client**;
- state bodies/authorised persons in the cases and in the manner prescribed by the Law of Ukraine “On Banks and Banking Activities”;
- entities engaged in the provision of financial state support and state guarantees;
- private and state notaries in inheritance cases;
- any other banking institution in written and electronic form, including by e-mail of the National Bank of Ukraine, any information related to the maintenance of a foreign economic agreement, including, but not limited to, cases of its transfer for service from another banking institution to the **Bank** or in cases of transfer for service from the **Bank** to another banking institution;
- persons specified in this clause of the **General Terms and Conditions**, or other persons located outside Ukraine in accordance with the requirements of the **Legislation**, including foreign creditors of the **Bank**, the funds of which are attracted when providing loans by the **Bank** to the **Client**.

The **Client** also consents and allows the **Bank**, in order to perform the functions assigned to the **Bank** by the **Legislation**, particularly Article 66 of the Law of Ukraine “On Payment Services”, to process data, including for the purpose of identifying the subjects of erroneous, improper payment transactions, taking measures to prevent or terminate such payment transactions, returning funds of erroneous, improper transfers to the **Client**, providing other financial and/or payment service providers with information containing banking secret, commercial secret, payment service provider secret, financial service secret, financial monitoring secret.

The **Client**, by entering into any agreement with the **Bank** or carrying out any banking transaction, including those involving the extension of credit, acknowledges that information for the purposes of forming their credit history will be submitted to credit bureau and confirms that they are aware of the name and address of such credit bureau. At the same time, the **Client** agrees that all the notifications related to the credit bureau and other information that must be provided to the **Client** in accordance with the **Legislation** may be provided to the **Client** by placing such information in the **Bank's** branches or posting it on the **Bank's Website**. The **Client** has also been informed that the **Bank** submits information on the credit transactions performed by it in relation to the **Client** to the Credit Register of the National Bank of Ukraine in the manner and on the conditions stipulated by the **Legislation**. At the same time, the **Client** grants the **Bank** consent to access their credit history maintained by credit bureau, as well as information on credit transactions contained in the Credit Register of the National Bank of Ukraine.

The **Client** is further informed that the **SMS Notification** service involves the **Bank** sending **SMS Messages** to the GSM mobile phone number of the **Client/Client's Authorised Person**, or to the **Application (messenger)**, which may contain personal data, banking secrecy and/or other confidential

information relating to the **Client**. The **Bank** shall not be liable to the **Client** where access to an **SMS Message** sent by the Bank is obtained by a Third Party due to reasons beyond the **Bank's** control.

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

The **Client**, the **Client's Authorised Person** is obliged to keep confidential information about the **Bank** that became known to him/her during the establishment and/or maintenance of business relations with the **Bank**.

### **Compliance with FATCA Requirements**

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

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

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

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

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

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

## Notification of Personal Data Processing

For the purposes of ensuring a high standard of banking services for the **Client** and compliance with the requirements of the **Legislation**, the **Client's Authorised Person**, an individual entrepreneur, or an individual engaged in independent professional activity (such as a notary, lawyer, etc.), by entering into any agreement with the **Bank** or signing documents relating to a banking transaction, hereby provides the **Bank**, without any reservations, with consent:

- to collect, register, accumulate, store, adapt, modify, update, use and disclose (including distribution, commercial transfer and transmission, including cross-border), depersonalise and delete personal data, including special categories of personal data as defined in Article 7 of the Law of Ukraine "On Personal Data Protection" (in particular, data relating to membership in political parties or trade unions, criminal convictions, health data and biometric data), as well as personal data obtained from publicly available sources (including the Internet), including through the use of information (automated) systems, for the purpose of preventing and counteracting the legalisation (laundering) of proceeds from crime, financing terrorism and financing proliferation of weapons of mass destruction, providing financial (banking) services and ensuring the exercise of rights and performance of obligations in the field of financial (banking), economic, administrative-and-legal, tax and bookkeeping relations, relations in the field of security, credit risk management, relations arising with institutions that can audit the **Bank's** activities under the **Legislation** and/or agreements concluded with the **Bank**, relations arising in case of the **Client's** failure to perform his/her obligations under the contracts concluded between the **Client** and the **Bank**, including related to forced debt collection, relations in cases where the **Bank** concludes claim assignment agreements, other relations that require the processing of personal data provided for by the provisions of the Constitution of Ukraine, the laws of Ukraine, regulations, contracts concluded with the **Client**, etc.;
- inclusion and processing of his/her personal data in personal databases owned by the **Bank**, namely:
  - "**Reporting**", the purpose of processing personal data in which includes: ensuring the implementation of tax, bookkeeping, administrative-and-legal relations, which require the processing of personal data and are aimed at the exercise by the **Bank** of the rights and performance of the obligations provided for by the **Legislation**, including the Tax Code of Ukraine, the Commercial Code of Ukraine, the Labour Code of Ukraine, the Laws of Ukraine "On Personal Data Protection", "On Accounting and Financial Reporting in Ukraine", "On Employment of the Population", "On the National Bank of Ukraine", "On Banks and Banking Activities", "On Payment Services", "On Organisation of Formation and Circulation of Credit Histories", "On Deposit Guarantee System for Individuals", "On Prevention and Counteraction of Legalisation (Laundering) of Proceeds from Crime, Financing Terrorism and Financing Proliferation of Weapons of Mass Destruction", other laws of Ukraine, whereunder the **Bank** has the right/obligation to submit reports, and regulations adopted pursuant thereto;
  - "**Clients**", the purpose of processing personal data in which includes: ensuring the implementation of relations between the **Bank** and **Clients** in the field of economic, financial (banking) services, relations in the field of security, credit risk management; relations arising in case of the **Client's** failure to perform his/her obligations under the contracts concluded between the **Client** and the **Bank**, including related to forced debt collection, other relations that require the processing of personal data and are aimed at the exercising by the **Bank** of rights (including restoration of a violated right) and performance of obligations provided for by the agreements concluded with the **Bank** and/or the charter, regulations, other by-laws of the **Bank** and/or the Constitution of Ukraine, the Civil Code of Ukraine, the Commercial Code of Ukraine, other codified laws, the Laws of Ukraine "On the National Bank of Ukraine", "On Banks and Banking Activities", "On Payment Services", "On Enforcement Proceedings", "On Organisation of Formation and Circulation of Credit Histories", "On the Bar", other laws of Ukraine and regulations adopted pursuant thereto;
- to grant access to their personal data to banking and other institutions which, by virtue of corporate relationships, belong to the same group as the **Bank** (including the parent (holding) company and its subsidiaries), in particular the **ProCredit Group**, the **Bank's** shareholder(s), rating agencies, audit firms carrying out audits or ratings of the **Bank**, legal entities involved in the securitisation of the **Bank's** assets, authorised state authorities/officials responsible for personal data protection, personal data processors, as well as **Third Parties** that, in accordance with the **Legislation** and/or a written authorisation/consent of

the **Client's Authorised Person**, an individual entrepreneur or an individual engaged in independent professional activity (such as a notary, lawyer, etc.), and/or under agreements concluded between the **Bank** and such **Third Parties**, are entitled to receive and/or process such personal data, including where such **Third Parties** provide services on behalf of and/or for the benefit of the **Bank** and/or the **Client** directly related to banking services (including, without limitation, issuers of **BPCs**, **IPSSs**, merchants/service providers participating in **Click to Pay**, and providers of telecommunications or postal services), as well as in cases where it is necessary to restore the **Bank's** rights in the event of a breach by the **Client** of agreements concluded with the **Bank** due to non-performance or improper performance, and/or in connection with the assignment of the **Bank's** claims.

Location of the personal databases: 107-A Beresteyskyi Avenue, Kyiv, 03115.

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

At the time the **Client** signs any agreement with the **Bank**, questionnaire, account opening application, payment instruction relating to a payment transaction and/or any other document executed in connection with the provision of services, including the extension of credit, the personal data of the relevant **Authorised Person of the Client**, an individual entrepreneur or an individual engaged in independent professional activity (such as a notary, lawyer, etc.) shall be included in the personal data databases "Reporting" and "Clients", of which the **Bank** is the controller. By signing such documents, the **Client's Authorised Person**, an individual entrepreneur or an individual engaged in independent professional activity (such as a notary, lawyer, etc.), confirms that, by means of this notice and in accordance with Part 2 of Article 12 of the Law of Ukraine "On Personal Data Protection", the **Bank** has duly informed them in writing of the inclusion of their personal data in the personal data databases, the location of such databases, their rights as defined by the said Law, the purpose of data collection, and the persons to whom their personal data are disclosed and/or who have access to such data.

Where personal data of any data subject are provided to the **Bank**, including, without limitation, the **Client's Authorised Person**, the ultimate beneficial owner of a corporate **Client**, a **BPC Holder** and/or an employee of the **Client**, the person providing such data represents and warrants that they have obtained the appropriate consent of the relevant data subject and are acting in compliance with the requirements of the Law of Ukraine "On Personal Data Protection".

## FATCA Identification

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

If the **Client** fails to provide the necessary documents or information, or intentionally provides false information, the **Bank** has the right to refuse the **Client** to receive services, perform a bank transaction, open a bank account, issue a **BPC** or provide services to the **Client**.

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

- perform direct debit transfer from the **Client's** accounts for the purpose of withholding the "penal" tax;
- close all or individual accounts of the **Client** and/or refuse to provide services or an individual service and/or perform transactions on the **Client's** accounts or suspend (temporarily) transactions thereon.

The **Bank** is not liable to the **Client**, **Authorised Persons** and/or **Controlling Entities of the Client**, its counterparties for any withholdings, sanctions, restrictions and other negative consequences regarding accounts, funds and transactions thereon if such consequences are related to the performance of **FATCA** requirements by the US Internal Revenue Service (**IRS**) and for any related losses, expenses, non-pecuniary damages and/or lost income.

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

## Liability of the Bank

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

The **Bank** guarantees the preservation of banking secrecy, commercial secrecy, financial service secrecy, financial monitoring secrecy, payment service provider secrecy in accordance with the **Legislation**. In the event of a breach of the **Bank's** obligation to maintain these secrets, which results in losses to the **Client**, the **Bank** shall be obliged to reimburse such losses if the occurrence, amount of losses, and fault of the **Bank** are proven in accordance with the procedure provided for by the **Legislation**.

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

## Compliance

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

The **Bank** is entitled to refuse to establish (maintain) business relations (including by terminating business relations) or perform a financial transaction in the cases provided for by the Law of Ukraine "On Prevention and Counteraction of Legalisation (Laundering) of Proceeds from Crime, Financing Terrorism and Financing Proliferation of Weapons of Mass Destruction" and the Law of Ukraine "On Banks and Banking Activities", and the sanctions legislation of Ukraine, as well as in case of the **Client's** failure to provide information, in particular, at the **Bank's** request, or provision of false information, necessary for proper verification of the **Client** in compliance with Resolution of the National Bank of Ukraine No. 26 dated 16/03/2023 "On Disclosure of Information on Customer Relations with the State Carrying out Armed Aggression against Ukraine" or data necessary for the **Bank** to perform due diligence of financial accounts in accordance with the **CRS** for the purposes of the **Multilateral CRS Agreement**.

The **Bank** is entitled to suspend or deny a financial transaction in the cases provided for by the Law of Ukraine "On Prevention and Counteraction of Legalisation (Laundering) of Proceeds from Crime, Financing Terrorism and Financing Proliferation of Weapons of Mass Destruction", the Law of Ukraine "On Sanctions", as well as in case of the **Client's** failure to provide information necessary for proper verification of the **Client** in compliance with Resolution of the National Bank of Ukraine No. 26 dated 16/03/2023 "On Disclosure of Information on Customer Relations with the State Carrying out Armed Aggression against Ukraine" or data for the **Bank** to perform due diligence of financial accounts in accordance with the **CRS** for the purposes of the **Multilateral CRS Agreement**.

The **Bank** may request, and the **Client** is obliged to provide the documents and data necessary for identification, verification of the **Client**, establishment of his/her identity, his/her primary activities and financial position, performance by the **Bank** of currency supervision functions as a primary financial monitoring entity, including information on preventing the legalisation (laundering) of proceeds from crime, financing terrorism and financing proliferation of weapons of mass destruction. If the identification document expires or the **Client** fails to provide the required documents or information, including after changes to the **Client's** information, updated questionnaire in the process of updating the **Client's** data, or intentional submission of false information, the **Bank** shall have the right to refuse to perform a banking transaction, open a bank account, issue a **BPC**, provide access to the **System**, provide all or certain services in the **System** or other services to the **Client**, as well as suspend (temporarily suppress) all or certain banking transactions on the **Client's** accounts and/or blocking **BPC**, etc., until the appropriate fulfilment of the established obligation by the **Client**.

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

### **Terms and Conditions of Guaranteeing a Refund for Individual Entrepreneurs' Deposits by the Deposit Guarantee Fund (hereinafter the "Fund")**

The **Fund** guarantees each depositor of the **Bank** who is an individual entrepreneur reimbursement of funds held in their deposit in the amount established by the **Legislation**.

The terms and conditions of the guarantee and the refund procedure under each deposit are determined in accordance with the Law of Ukraine "On Deposit Guarantee System for Individuals" (in particular, Articles 26–28 of the said Law), other laws of Ukraine, regulations of the **Fund** and other competent authorities. The **Client** can find details about the terms and conditions of deposit guarantee, as well as the list of conditions under which the **Fund** does not provide a refund, and the maximum refund amount on the official website of the **Fund** at <https://www.fg.gov.ua/>.

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

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

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

The refund under a foreign currency deposit is paid in the national currency of Ukraine after conversion of the deposit amount at the official UAH exchange rate to foreign currencies established by the National Bank of Ukraine as of the end of the day prior to the day of commencement of the procedure for withdrawal of the bank from the market and introduction of provisional administration in accordance with Article 36 of the Law of Ukraine “On Deposit Guarantee System for Individuals”. In case the National Bank of Ukraine

decides to revoke the banking licence and liquidate the bank on the grounds provided for in Part 2 of Article 77 of the Law of Ukraine “On Banks and Banking Activities”, foreign currency deposits are refunded in the national currency of Ukraine after conversion of the deposit amount at the official UAH exchange rate to foreign currency established by the National Bank of Ukraine as of the end of the day prior to the day of commencement of the procedure for liquidation of the bank.

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

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

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

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

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

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

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

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

### Force Majeure

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

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

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

## 2. IDENTIFICATION. THE RIGHT OF MANAGEMENT

### Identification

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

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

performed all his/her obligations established by the **General Terms and Conditions**. The **Client** confirms that all information provided by phone to the person who gave the correct **Password** is considered provided to the **Client** upon his/her request and consent. The **Client** guarantees that the person who provided the correct **Password** is the **Client's Authorised Person**.

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

### **Representation**

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

If the **Bank** becomes aware of a change in the composition of the persons authorised to represent the **Client** in performing bank transactions, the **Bank** has the right to demand the provision of documents allowing their identification and confirming the powers of the **Client's** representatives (extracts or excerpts from the Unified State Register of Legal Entities, Individual Entrepreneurs and Public Organisations, minutes, powers of attorney, etc.).

### **Requirements to Documents**

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

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

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

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

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

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

### 3. BANK ACCOUNTS AND SERVICES THEREON

#### Current account

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

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

If the **Client** already has an account with the **Bank** and has been identified and verified by the **Bank**, the current account maintenance agreement, the agreement on its termination, amendments and/or supplements thereto, bank deposit agreement, other Bank service contract may be concluded via the **System** by exchanging copies of such agreement signed by each **Party** with the use of **QES**.

For existing **Clients**, by a separate mutual agreement of the **Parties**, the current account maintenance agreement, the agreement on the amendments and/or supplements thereto may be concluded through the **System** by affixing the **Client's ES** and provided that the **Parties** comply with the requirements for the form of the **Electronic Document** established by such agreement. In such case, the corresponding agreement is considered concluded after the approval of its terms and conditions by each of the **Parties**. The **Parties** have agreed that if the **Client** does not provide the **Bank** with a copy of the current account maintenance agreement signed with the **Client's QES** or **ES** during the **Operation Time** on the day the current account is opened, the corresponding current account will not be opened.

At the **Bank's** discretion, a new corporate **Client** may open a current account by entering into and signing a current account service agreement, as well as open a savings account and enter into a bank deposit agreement and other **Bank** service agreements, questionnaires, applications, etc., through the **System** using the **Parties' QES**, provided that the **Client's Authorised Person** has previously been duly identified and verified by the **Bank** in a manner determined by the **Bank**, or following identification and verification of such **Client's Authorised Person** by the **Bank** via video transmission (video verification), or by submission of an electronic copy of their identification document certified with a qualified electronic seal of the State Enterprise Diia and accompanied by a qualified electronic timestamp corresponding to the date of verification by the **Bank**, together with a questionnaire signed with the **Client's QES**, and provided that there are no suspicions and/or grounds to believe that the documents, data and/or information available to or obtained by the **Bank** regarding the **Client's Authorised Person/Client** are invalid and/or outdated.

According to the **Bank's** decision, the new **Client** who is an individual entrepreneur has the right to open a current account, for which to conclude and sign a current account maintenance agreement, as well as to open a saving account and sign a bank deposit agreement, other **Bank** service contracts, questionnaires, statements, etc. by means of the **System** affixing the **Parties' QES** after the **Client's** identification and verification by the **Bank** in the live video mode (using video verification). In addition, at the **Bank's** discretion, such **Client** who is an individual entrepreneur may be verified by submitting an electronic copy of their identification document certified with a qualified electronic seal of the State Enterprise Diia and accompanied by a qualified electronic timestamp corresponding to the date of verification by the **Bank**, together with a questionnaire signed with the **Client's QES**, provided that there are no suspicions and/or grounds to believe that the documents, data and/or information available to or obtained by the **Bank** regarding the **Client** are invalid and/or outdated.

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

The **Client** is obliged to notify the **Bank** in writing of any existing encumbrance of property rights to the funds on the account within the term set by the Law of Ukraine "On Securing Creditors' Claims and

Registration of Encumbrances”, in particular within five calendar days following the performance of the deed, based on which such an encumbrance arises.

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

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

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

The **Bank** shall open a separate current account (the “Separate Account”) for the **Client** for the crediting of insurance funds and shall maintain such account.

The **Client** shall have the right to use insurance funds from the **Separate Account** exclusively for the purposes and in the manner provided for by the applicable **Legislation**, in particular for making insurance payments to insured persons in connection with temporary disability.

Insurance funds credited to the **Separate Account** may not be used to satisfy creditors' claims or be subject to enforcement under writs of execution or other enforcement documents in accordance with the law.

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

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

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

The **BPC Holder** may receive the **BPC** issued in his/her name at any branch of the Bank or **Third Party's** branch. The way of **BPC** receipt is determined by the **Client/BPC Holder** independently and specified by him/her in the application form. By signing the application form, the **Client/BPC Holder** confirms that he/she is aware of all risks associated with the loss/destruction/damage of a **BPC** issued in the name of the **BPC Holder**, and/or its details in the process of delivery of a **BPC** by a **Third Party** and accepts them voluntarily, has no claims to the **Bank** regarding the way of sending such **BPC**, possible negative consequences of such sending. A **BPC** issued by the **Bank** to the **BPC Holder** by delivery thereof by a **Third Party** is received by the **BPC Holder** in person. In case the **Client** receives a **BPC** in a **Third Party's** branch, the **Client** is informed of the delivery of the **BPC** to the branch, receipt thereof in the branch, etc. in accordance with the **Third Party's** service terms and conditions. In case the **BPC Holder** fails to receive the **BPC** within seven (7) calendar days upon delivery of the **BPC** to the **Third Party's** branch, the **BPC** shall be returned to the **Bank**. To have a **BPC** resent, the **BPC Holder** may apply to the **Bank** through the **Bank's Contact Centre**. Otherwise, the **BPC** will be destroyed in accordance with the **Bank's** by-laws.

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

For the purpose of enabling the **BPC Holder** to pay for goods and/or services online using the **Click to Pay** service, the **Bank** shall create a **Click to Pay** profile for the **Holder** and register the **BPC** therein (including newly issued, activated, as well as all previously issued **BPCs**). For this purpose, the **Bank** shall provide the **IPS** with the **BPC** number, its expiry date, the **BPC Holder's** email address, mobile phone number and/or other information as required under the **IPS** rules.

Following the registration of the **BPC** in **Click to Pay**, a unique token shall be created for the **BPC** to ensure its security, which shall be used in the processing of payment transactions carried out using **Click to Pay** on websites or in mobile applications of merchants/service providers.

The **BPC Holder** shall have the right to opt out of using **Click to Pay** at any time by notifying the **Bank** via the **Contact Centre**. Upon receipt of such notification, the **Bank** shall take the necessary steps to remove the **BPC** from **Click to Pay**.

In order to carry out a payment transaction using **Click to Pay**, the website or mobile application of the merchant/service provider must support this service. The availability of **Click to Pay** is indicated by the display of the “**Click to Pay**” icon on the relevant website or in the mobile application.

Responsibility for the availability and proper functioning of the **Click to Pay** service shall rest with the **IPS**.

In order to perform payment transactions on the **Client's** current account, the **BPC Holder** may use the **Mobile Payment Application**. For this purpose, he/she shall register the **BPC** by entering details thereof into the **Mobile Payment Application** in accordance with the rules for using such a **Mobile Payment Application**. After the **BPC** details are verified by the **Bank**, and registration is confirmed, an additional electronic payment instrument, i.e. Token, is created in the **Mobile Payment Application**.

The **Bank** may perform payment transactions using the **Mobile Payment Application** only if the **BPC Holder** uses licensed software and **Mobile Payment Applications**. Payment transactions shall be performed in accordance with the settings of the **BPC Holder's** mobile device, by checking biometrics, entering a password (a graphic or digital one) or as otherwise provided for by the corresponding mobile device.

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

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

In the event of loss or theft of a **BPC** or a mobile device with a **Mobile Payment Application** installed, or in any other case of possible unauthorised use of the **BPC** and/or its details and/or the **Mobile Payment**

**Application Token**, the **Client** shall immediately notify the **Bank** by contacting the **Bank's Contact Centre**. Until the **Client** notifies the **Bank** of the loss or theft of the **BPC** or of a mobile device with a **Mobile Payment Application** installed, or of any other case of possible unauthorised use of the **BPC** and/or its details and/or the **Mobile Payment Application Token**, the risk of losses arising from unauthorised or improper payment transactions, and the liability for such transactions, shall be borne by the **Client**. From the moment the **Client** notifies the **Bank** of the loss or theft of the **BPC** or mobile device with the **Mobile Payment Application** installed, or of any other case of possible unauthorised use of the **BPC** and/or its details and/or the **Mobile Payment Application Token**, the risk of losses arising from unauthorised or improper payment transactions, and the liability for such transactions, shall be borne by the **Bank**. The moment from which the **Bank's** liability arises shall be deemed to be the time at which the **Bank** records the **Client's** notification and blocks the **BPC**. The **Bank** shall be liable only for payment transactions initiated after the **BPC** has been blocked.

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

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

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

#### **Settlement Procedure for Transactions Performed Using the BPC**

The execution of a current account payment transaction using a **BPC** shall be initiated via submitting by the **BPC Holder** a payment instruction to the relevant payment system participant or via using the **BPC** by the **BPC Holder**. The **BPC Holder** confirms his/her consent to a payment transaction using the **BPC** and the signing of a payment instruction by initiating the transaction using the **BPC** and/or by the corresponding information about the performed payment transaction received from the **IPS**.

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

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

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

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

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

□ if the currency of the payment transaction is US dollars or euros, the **Bank** shall convert the funds into the currency of the current account at the exchange rate of the current account currency to US dollars or euros, respectively, as established by the **Bank** for **BPC** transactions on the date the funds are debited from the current account;

- if the currency of the payment transaction is not US dollars or euros but another foreign currency, the amount of such transaction shall be converted by the **IPS** into US dollars at the exchange rate of such foreign currency to the US dollar established by the **IPS**, including a commission of 1% of the conversion amount, submitted by the **IPS** for debiting within 30 calendar days from the date of the payment transaction, and subsequently converted by the **Bank** into the currency of the current account at the exchange rate of the current account currency to the US dollar established by the **Bank** for **BPC** transactions on the date the funds are debited from the current account;
- if the currency of the payment transaction is hryvnia and such transaction is carried out at a foreign merchant/service point that processes payments through an acquiring bank located outside Ukraine, a double conversion shall apply, whereby the amount of the payment transaction shall be converted by the **IPS** into US dollars at the exchange rate established by the **IPS**, including a commission of 1% of the conversion amount, submitted by the **IPS** for debiting within 30 calendar days from the date of such transaction, and subsequently converted by the **Bank** into the currency of the current account at the exchange rate of the current account currency to the US dollar established by the **Bank** for **BPC** transactions on the date the funds are debited from the current account.

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

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

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

The **Bank** shall have the right at any time to suspend the use of the **BPC** and/or the **Mobile Payment Application** Token, change the limits for payment transactions, as well as refuse to reissue, replace or issue a new **BPC** in order to stop or prevent potential fraud or any unlawful or unauthorised actions.

In accordance with the **IPS** rules, the actual debiting of funds from the **Client's** accounts is carried out within 10 days from the date of cash withdrawal from ATMs and POS terminals, and within 30 days from the date of payment for goods and services in retail and service enterprises, on the Internet, and similar transactions using the **BPC** or **Mobile Payment Application** Token.

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

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

### **Crediting Salaries to the Client's Employees**

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

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

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

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

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

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

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

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

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

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

### **Deposit Account**

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

Such agreement, amendments and/or supplements thereto may be concluded via the **System** by exchanging copies of such agreement signed by each **Party** with the **ES**, if the **Client** already has an account with the **Bank** and has been identified and verified by the **Bank**. Under a separate agreement of the **Parties**, the bank deposit agreement or other agreement, the terms and conditions of which provide for the accrual of interest on the account balance, the agreement on amendments and/or supplements

thereto may be concluded via the **System** by affixing the **Client's ES** and provided that the **Parties** comply with the requirements for the form of the **Electronic Document** established by such agreement. In such case, the corresponding agreement is considered concluded after the approval of its terms and conditions by each of the **Parties**. The Parties have agreed that if the **Client** does not provide the **Bank** with a copy of the agreement signed with the **Client's QES** or ES during the **Operation Time** on the day of opening a deposit account, the corresponding deposit account will not be opened. Transfer of funds to/from the deposit account is carried out in accordance with the current mode of the **Client's** account.

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

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

Additional deposits to the deposit account, full or partial repayment of the deposit amount at the request of the **Client** are not made, except for the "Savings Account" deposit.

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

The **Bank** ensures the return of funds accepted to the deposit account with all its property, authorised and other capitals. Funds are returned within the terms specified in the agreement. If the repayment date specified in the agreement falls on a non-business day, the Deposit funds and accrued interest shall be returned to the **Client** on the next Business Day of the **Bank**, without accrual of interest for the additional period during which the funds remain with the **Bank**.

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

#### **Information Services, SMS Notification**

The **Bank** may provide the **Client** with a range of information services by sending **SMS Messages**, which enable the **Client** to monitor the use of funds in their accounts, reduce the risk of unauthorised use of funds, and receive information on account balances, payment transactions and other information necessary for servicing the **Client** by the **Bank**.

All information sent by the **Bank** via **SMS Message** shall be deemed to have been provided to the **Client** at their request and with their consent.

To activate the **SMS Notification** service, which enables monitoring of the use of funds in the **Client's** accounts, the **Client** shall submit an application to a **Bank** branch in paper form or send an electronic application to the **Bank** via the **System**, specifying the GSM mobile phone number of a Ukrainian mobile network operator to which the **Client** wishes to receive **SMS Messages**.

The **Bank** can provide the **SMS Notification** service to individual entrepreneurs if it is enabled through application to the **Bank's Contact Centre** by the **Client's Authorised Person** who gave the correct **Password** and performed other identification requirements. In such case, the service is considered provided to the **Client** remotely.

If a corporate **Client** has not submitted an application to the **Bank** for activation of the **SMS Notification** service, or if an individual entrepreneur **Client** has not contacted the **Bank's Contact Centre** to activate the **SMS Notification** service, the **Client** shall be deemed to have refused to receive notifications from the **Bank** regarding transactions on their accounts.

The **Client** may opt out of the **SMS Notification** service by submitting a relevant application to a **Bank** branch in paper form or sending such application to the **Bank** via the **System** in electronic form, or, in the case of an individual entrepreneur **Client**, by contacting the **Bank's Contact Centre**. The **Bank** shall discontinue the **SMS Notification** service within one Business Day from the date of receipt of the relevant application from the **Client**.

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

The **Bank** shall also not be liable for unauthorised access by a Third Party to an **SMS Message** sent to the **Client**, except where such access results from the **Bank's** fault, duly proven in accordance with the **Legislation**.

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

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

The **Bank** shall provide the **Client** who has entered into a current account maintenance agreement or another agreement providing for the opening and maintenance of a current account with a range of services for depositing and crediting cash to the account via the **Electronic Deposit Safe** and **Cash-in** devices.

Depositing cash on the account of the **Client** through the **Electronic Deposit Safe** and **Cash-in** is possible only with the use of the **BPC**.

The **Client** and their **Authorised Persons** shall correctly specify the purpose of cash transfers, ensure that the service for depositing and crediting cash to the account is used only by persons duly identified in accordance with the procedures established by the **Bank**, notify the **Bank** of any changes to the **Client's** data and/or the data of their **Authorised Persons**, not disclose to third parties any information required for depositing and crediting cash to the **Client's** account, verify that cash deposits correspond to the **Client's** accounting records, and notify the **Bank** of any discrepancies in such deposits, etc. The **Client** bears full responsibility for compliance with the procedure for performing cash transactions, and for violation of the related obligations to the **Bank**.

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

Unless agreed otherwise, the **Bank** issues, upon the **Client's** request, an account statement no later than the next **Operation Day** after receiving the relevant request from the **Client**, in the case of issuing a statement in electronic form using the **System**, and no later than the 5th **Operation Day** in the case of issuing the statements in hard copy.

The **Bank** certifies the statement by means of a facsimile reproduction of the **Bank's** seal and an equivalent of the handwritten signature of the **Bank's** authorised person using mechanical copying devices or a date stamp with the date of statement's compilation. The **Parties** hereby agree on the following specimen of the analogue of the handwritten signature of the **Bank's** authorised representative and the specimen of the **Bank's** seal,



which shall be used exclusively by the **Bank** to certify account statements provided to the **Client** via the **System**.

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

A facsimile reproduction, by means of mechanical copying, of the analogue of the handwritten signature of the **Bank's** authorised representative and the **Bank's** seal, specimens of which are set out above, shall also be used by the **Bank** for signing payment instructions, statements of payment transactions carried out using **BPCs**, certificates confirming the existence of accounts, account numbers, account balances, transactions on accounts, the existence or absence of agreements concluded between the **Bank** and the **Client**, the existence or absence of the **Client's** indebtedness to the **Bank** and its amount, as well as notices, approvals and other documents related to credit agreements and security agreements, which are provided by the **Bank** at the **Client's** request exclusively in electronic form via the **System**. In addition to that, the **System** and devices of mechanical copying of an equivalent of the handwritten signature of the **Bank's** authorised person and the **Bank's** seal can be used to sign loan repayment schedules and interest payment schedules to loan agreements.

### **The Obligation to Verify and Provide Objections**

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

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

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

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

### **Inactive Accounts**

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

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

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

### **Change Notifications**

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

The **Client** must inform the **Bank** in writing, within 5 calendar days, of all facts that are significant for business relations, that affect or may affect the performance of the **Bank's** or the **Client's** obligations,

including changes in the name, business legal form, location, postal address or representative, constituent or registration/licensing documents, ultimate beneficial owner(s), ownership structure, etc.

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

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

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

##### Submission of Orders, Cash Transfer Documents and Payment Instructions

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

The **Client** shall submit transfer documents, instructions and payment instructions in electronic form via the **System** in the format established by the **Bank**, or in paper form, in the number of copies required by the **Legislation**, where there is no technical possibility to execute the transfer via the **System**.

The **Bank** shall accept for execution payment instructions and other documents submitted by the **Client** to the **Bank** in electronic form via the **System**, subject to successful verification of the **Client's Electronic Signature** on such instructions and documents. Payment instructions of the **Client** received by the **Bank** via the **System** shall be accepted for execution provided that they are completed in accordance with the requirements of the National Bank of Ukraine, that sufficient funds are available in the relevant accounts of the **Client** for their execution, and that there are no grounds for refusing to execute such payment instructions.

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

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

The **Client** shall fill in the "Payment Details" field of the payment instruction to provide complete information about the payment transaction and the documents on which it is based. The **Client** must ensure the completeness of this information in accordance with the requirements of the **Legislation**. Any special instructions and references in the "Payment Details" field of the payment instructions are considered addressed exclusively to the payee, unless otherwise agreed on by the **Parties**. The **Client** is responsible for the accuracy of the details filled in the payment instruction and for ensuring that the information specified corresponds with the nature of the payment transaction.

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

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

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

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

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

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

After the Client initiates a payment instruction, the Bank shall, by displaying the relevant information in the System, provide the Client with information on:

- the date and time of receipt of the payment instruction;
- the date and time of acceptance of the payment instruction for execution;
- information on refusal to accept the payment instruction for execution (where such refusal occurs).

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

The **Client** is obliged to reimburse the **Bank** for the expenses incurred by the **Bank** in connection with the **Client's** revocation of a payment instruction in foreign currency.

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

After the funds are debited from the **Client's** account, the **Client** incurs a monetary obligation to the **Bank** or a third party, if provided for by the agreement concluded between the **Parties**, or the **Client** has a debt to the **Bank**, including unauthorised debt, the **Client** shall be deemed to have irrevocably accepted the payment instruction and agreed to perform the payment transaction. The **Client** cannot withdraw such payment instruction and such consent.

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

Where a payment transaction is executed from the Client's account, including one initiated using a BPC, and the Client notifies the Bank that such transaction is erroneous or improper, the Bank shall assist the Client in recovering the funds related to such payment transaction. At the same time, the Client understands that compensation for losses incurred as a result of an erroneous or improper payment transaction shall be provided by the person responsible for such losses, either voluntarily or by court order.

Upon the Client's request, the Bank shall provide the Client with any information available to the Bank regarding the status of the erroneous or improper payment transaction, including information obtained by the Bank, upon its request, from the payment service provider of the improper recipient.

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

After execution of a payment transaction, the **Bank** shall, depending on the method of initiation of the relevant transaction, provide the **Client**–payer with the following information:

- information enabling the **Client** to identify the executed payment transaction, as well as information about the payee (where technically feasible);
- the amount of the payment transaction in the currency of the **Client's** account and in the currency of the payment transaction;
- the total amount of all fees and charges deducted from the **Client** for execution of the payment transaction (where technically feasible, each fee shall be indicated separately);
- the foreign exchange rate applied (if the **Client** was provided with foreign exchange services);
- the date and time of acceptance of the payment instruction for execution and the value date (if specified);

by displaying such information in the **System** and/or in the payment instruction and/or in the account statement.

The **Bank** shall provide the **Client** with the above information on each executed payment transaction on the **Client's** account by including it in the account statement, which the **Client** may generate electronically in the System at any time on a 24/7 basis or obtain in paper form at a **Bank** branch, free of charge.

After execution of a payment transaction via the electronic payment system of the National Bank of Ukraine (hereinafter the SEP), the **Bank** shall, by displaying the relevant information in the System, provide the **Client**–payer with information confirming that such payment transaction has been executed via SEP, as well as the unique end-to-end transaction reference (**UETR**) for the purpose of enabling the payer to track the stages of such payment transaction, and information on rejection of the payment transaction by another **SEP** participant or the SEP processing centre, indicating the reason for such rejection.

After execution of a payment transaction, the **Bank** shall provide the **Client**–payee with the following information:

- information enabling the **Client** to identify the executed payment transaction, information about the payer, and other details accompanying the payment instruction;
- the amount of the payment transaction in the currency of the **Client's** account and in the currency of the payment transaction;
- the total amount of all fees and charges deducted from the **Client** for execution of the payment transaction (where technically feasible, each fee shall be indicated separately);
- the foreign exchange rate applied (if the payer was provided with foreign exchange services);
- the date and time of crediting funds to the **Client's** account;

by displaying such information in the **System** and/or in the payment instruction and/or in the account statement.

The **Bank** shall provide the **Client** with the above information on each executed payment transaction on the **Client's** account by including it in the account statement, which the **Client** may generate electronically in the System at any time on a 24/7 basis or obtain in paper form at a **Bank** branch, free of charge.

After execution of a payment transaction via **SEP**, the **Bank** shall, by displaying the relevant information in the **System**, provide the **Client**–payee with information confirming that such payment transaction has been executed via **SEP**, as well as the unique end-to-end transaction reference (**UETR**) for the purpose of enabling the payee to track the stages of such payment transaction.

The **Bank** may postpone performance of the order, cash transfer document and payment instruction of the **Client**, as well as crediting the transfer amount to the **Client's** account until the **Client** provides additional information/documents on the transfer if such transfer is subject to additional verification in accordance with the Law of Ukraine “On Prevention and Counteraction of Legalisation (Laundering) of Proceeds from Crime, Financing Terrorism and Financing Proliferation of Weapons of Mass Destruction”,

the sanctions legislation of Ukraine and/or the Bank's by-laws developed in pursuance thereof, for no more than two **Operation Days** for internal bank transfers and three **Operation Days** for inter-bank transfers. Funds of such transfer are considered an unfinished transfer until they are credited to the payee's account.

If the **Client** fails to provide the information/documents on the transfer requested by the **Bank**, as well as in the cases provided for by the Law of Ukraine "On Prevention and Counteraction of Legalisation (Laundering) of Proceeds from Crime, Financing Terrorism and Financing Proliferation of Weapons of Mass Destruction", the **Bank** is authorised to reject the postponed transfer, and return the funds not credited to the **Client's** account to the sender.

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

- The **Client** has provided the **Bank** with a payment instruction and documents that form the basis for the relevant payment transaction;
- Following verification of payment instruction and documents, the **Bank** has made sure that the **Client** has legal grounds to carry out the currency transaction;
- The balance of funds in foreign currency on the **Client's** account is sufficient at the time of receipt of the payment instruction (except for payment instructions of the collector) to execute it.

The **Bank** shall credit the amount of funds of the payment transaction in foreign currency to the **Client's** account on the basis of the received SWIFT message (hereinafter referred to as the "message"). In case of receipt of the **message** with all the details filled in, the **Bank** shall credit the funds in foreign currency to the relevant account of the **Client** in accordance with the value date specified in such **message** or no later than the day following the day of receipt by the **Bank** of the correspondent account statement from the correspondent bank.

In case of impossibility to identify the proper recipient of a payment transaction in foreign currency or failure to receive updated data from the payer's payment service provider, the **Bank** shall return the funds to the payer's payment service provider no later than the 30th calendar day, indicating the reason for their return.

In case of receipt of a **message** in which the "Payment Details" field is not filled in (there is no information on the agreement or other document on the basis of which the payment transaction in foreign currency is carried out) or the "Payment Details" field is filled in improperly, the **Bank** shall contact the payer and/or the **Client** to clarify information on the payment transaction and/or documents on the basis of which it is carried out in accordance with the procedure established by the **Bank's** internal documents. In case the **Bank** does not receive the information and/or documents requested from the payer and/or the **Client** within 3 months from the date of the request, the **Bank** shall return the funds of the payment transaction in foreign currency to the payer.

Upon completion of a payment transaction in foreign currency, the **Bank** shall send a **message** to the **Client** via the **System** containing information on the payer/recipient of the payment transaction, its amount and currency, amount of fees, date and time of its completion.

### **Obligatory State Pension Insurance**

If the **Legislation** establishes the accrual, withholding and payment of the mandatory state pension insurance fee in the course of non-cash foreign currency purchase and sale transactions, the **Bank** shall perform such actions on behalf of and at the expense of the **Client**.

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

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

### Insufficient Amount on the Account

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

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

### Procedure for Performing Foreign Currency Purchase/Sale/Exchange Transactions

In order to carry out foreign currency purchase/sale/exchange transactions in the foreign exchange market of Ukraine (hereinafter referred to as the "Ukraine FX Market"), the **Client** shall submit to the **Bank** a relevant application for purchase/sale/exchange of foreign currency in the form established by the **Bank**. This application must contain the following mandatory details:

- 1) application number;
- 2) application date;
- 3) name (full or abbreviated) of the **Client**;
- 4) EDRPOU identification code;
- 5) location of the **Client**;
- 6) the **Client's** account number for debiting funds;
- 7) account number for crediting funds;
- 8) account number for payment of the commission fee and/or the procedure for payment of the commission fee;
- 9) numeric or alphabetic code of foreign currency;
- 10) transaction amount (with the whole part of the number separated by a comma) written in both numerals and words;
- 11) grounds for performing the payment transaction;
- 12) application validity period (no more than 30 calendar days from the date of execution);
- 13) foreign currency purchase/sale/exchange rate;
- 14) signature of the **Client/Authorised Representative of the Client** or authentication code;
- 15) other data/information.

Such an application shall be submitted to the **Bank** in electronic form via the **System**, and if there is no technical capability to accept it via the **System**, the application may be submitted in paper form, in the number of copies required by the **Legislation**, and within the time limits provided by the **Operation Regulations**. The application must be completed and signed by the **Client** in accordance with the requirements of the **General Terms and Conditions** and the **Legislation**.

To carry out transactions for the purchase/sale/exchange of foreign currency, the **Bank** independently sets the exchange rate/cross rate for the relevant currency transaction. This is done in accordance with current market conditions in the **Ukraine FX Market** and the international currency market, guided by internal supply and demand. The **Client** may specify in the application details for the purchase/sale/exchange of foreign currency the exact exchange rate at which he/she instructs the **Bank** to perform the transaction, or indicate "at the Bank's rate".

The **Bank** shall not accept and/or will return without performance an application for the purchase/sale/exchange of foreign currency if:

- Within the period required to perform the transaction in accordance with NBU regulations or the **Client's** application, the **Client's** current account does not have sufficient funds to perform the transaction and/or to pay the **Bank's** commission and/or other fees and charges in accordance with the **Legislation**;
- The **Client** has not submitted to the **Bank** documents confirming the existence of grounds for the **Client** to perform a foreign currency purchase/exchange transaction and for the **Bank** to perform currency supervision and/or additional analysis of documents (information) on such a transaction in accordance with the requirements of the **Legislation** and/or by-laws of the **Bank**;
- A document on the seizure of funds or other restriction, or prohibition of their use in accordance with the **Legislation** or an agreement concluded by the **Client**, which makes it impossible to fulfil the application, is recorded on the **Client's** current account;
- At least one of the application details is not filled in or is filled in incorrectly, or the information specified in the application details does not correspond to the information contained in the **Client's** registration documents available to the **Bank**;
- The **Client** has withdrawn the application in accordance with the procedure set out in these **General Terms and Conditions**;
- The **Bank** is unable to perform the **Client's** application on the terms and conditions specified therein;
- The **Legislation** provides for other cases that make it impossible to execute the application.

The application for the purchase/sale/exchange of foreign currency shall be returned to the **Client** without execution, with an indication of the reason for its return.

The **Client** shall pay the **Bank's** commission fee for foreign currency transactions in the amount stipulated in the **Bank's Tariffs**. This fee will be contractually debited from the **Client's** account under the terms and conditions set forth in these **General Terms and Conditions**.

Information on the amount of foreign currency purchased, sold, or exchanged by the **Bank**, the exchange rate/cross rate at which the foreign currency was purchased, sold, or exchanged in the **Ukraine FX Market/international currency market**, each transaction, each current account of the **Client**, and each currency name, as well as the **Bank's** commission paid by the **Client** for the execution of a foreign currency purchase, sale of exchange transaction, shall be indicated in the statement of such current account provided to the **Client** in accordance with the procedure and within the terms and conditions specified in these **General Terms and Conditions**.

The **Client** shall have the right to withdraw the application for the purchase, sale, or exchange of foreign currency only in full amount before the funds are debited from the current account, by cancelling it in the **System** or by contacting the **Bank's Contact Centre**.

The **Client** is obliged to reimburse the **Bank** for the expenses incurred by the **Bank** in connection with the **Client's** withdrawal of the application for purchase/sale/exchange in foreign currency.

## 5. SERVICE USING THE ELECTRONIC BANKING SYSTEM

The **Bank** may communicate with the **Client** and provide settlement services to the **Client** via the **System**.

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

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

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

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

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

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

The **Client** may grant to the designated person access to the information in the **System**, including personal data and bank secrecy, other confidential information by providing the **Bank** with the **Client's Key Registration Report** with the right to sign documents 0, according to the template and with the content established by the **Bank**. The **Client's Key Registration Report** with the right to sign documents 0 does not entitle the person who has been granted access to the information in the **System** to sign any documents, including payment documents, perform any account transactions or assign his/her right to a third party. Such report shall be signed by the **Client's** manager and the person authorised to access the information contained in the **System** in person or by the **QES**, and then submitted to the **Bank** in paper form or sent electronically via the **System**, as the case may be. The person granted access to the information in the **System** shall not be indicated in the **Account Managers List** of the legal entity **Client**. The **Client** bears all risks associated with granting the right of access to the information contained in the **System** to a person designated by him/her, including personal data, bank secrecy, and other confidential information.

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

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

- upon termination of the agreement on the use of the **System**;

- when the **Electronic Document** is signed by the **ES** of a person who, according to the legal entity **Client's Account Managers List** available in the **Bank**, does not have the right to sign documents on behalf of the legal entity **Client**;
- detection by the **Bank** of discrepancies in the legal entity **Client's Account Managers List** and/or other documents relating to the right to manage the **Client's** account and sign payment instructions submitted by the **Client** to the **Bank**, compared to the information in the Unified State Register of Legal Entities, Individual Entrepreneurs, and Public Organisations;
- receipt from the **Client** of a written notification about the suspension of electronic document flow for one or all **ESs**;
- blocking the **ES** upon a telephone request of a person giving the correct **Password**, which was notified by the **Client** to the **Bank** in writing in the application submitted to the **Bank**;
- blocking the **ES** at the **Bank's** initiative in case of suspicion of compromise or unauthorised use of the **Client's ES**, with subsequent notification to the **Client**;
- failure by the **Client** to use the means provided by the **Bank** to increase the level of service security in the **System**;
- failure to pay for the services in accordance with the **Tariffs**;
- blocking of the **Client's** accounts in accordance with the **Legislation** regulating relations in the field of prevention and counteraction to legalisation (laundering) of proceeds from crime, financing of terrorism and financing of proliferation of weapons of mass destruction, and the legislation regulating banking activities.

The **Bank** shall not be liable for the technical condition of the **Client's** computer equipment, the operation of the mobile network operator, possible interruptions in communication lines, poor connection or inability to establish a connection, power outages, or other malfunctions beyond the **Bank's** control.

In case the **Client** fails to use the security features of the **System** established by the **Bank** and/or the National Bank of Ukraine, the **Bank** shall have the right to unilaterally temporarily restrict or terminate the provision of the remote service without additional notifications to the **Client**. In such cases, the remote maintenance service shall be deemed temporarily restricted or terminated, respectively, from the date of disconnection of the **Client** from the **System**.

### **Means of Document Flow Security Support**

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

For the purpose of granting access to the **System** to persons authorised to operate the accounts and sign payment instructions, as well as to persons authorised to access information contained in the **System** without the right to sign any documents, and in order to comply with the requirements of the **Legislation** on information protection, the **Bank** shall send to the relevant person an **SMS message** with a code to a single mobile phone number of a GSM mobile operator of Ukraine belonging to such person, or to a **Software Application (messenger)** registered to such number. The relevant person shall be obliged to use the code received in the **SMS message** to access the **System** and/or to initiate a remote payment transaction.

In order to receive **SMS messages**, the **Client** shall submit to the **Bank** an application in the prescribed form, in paper or electronic form, indicating the mobile phone number of a GSM mobile operator of Ukraine to which, including via a **Software Application (messenger)**, the **Client** authorises the **Bank** to send **SMS messages** with the relevant code.

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

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

The **Client** is obliged:

- ❑ to comply with the technology and requirements provided by the **Bank** in documentary or oral form;
- ❑ to provide limited access to the **System**; allow only **Authorised Persons** to use the **System**;
- ❑ not to transfer the **ES**, the **System** software, or make any modifications thereto to any third party;
- ❑ not to grant any third party access to the mobile phone and/or other device to which **SMS messages** are sent;
- ❑ in the event of loss of the mobile device and/or the mobile phone number to which **SMS messages** are sent, to notify the **Bank** thereof by any means and change the mobile phone number by submitting an application to the **Bank** for change of the phone number;
- ❑ to notify the **Bank** in a timely manner of problems in the operation of the **System**; to urgently notify the **Bank** of the compromise of the **ES** or other means of system protection with mandatory written confirmation of the information within 24 hours;
- ❑ in case of a change of the person authorised to use the **ES**, to immediately notify the **Bank** thereof in writing and to submit an application to disable such person's **ES**. Simultaneously with the notice, to provide the **Bank** with duly certified copies of documents confirming the authority of the new person authorised to use the **ES** on **Electronic Documents**, to update the legal entity **Client's Account Managers List**, and to provide new **Client's Key Registration Reports**.

The risk and full responsibility for access to/use of the **Client's** mobile phone and/or other device to which **SMS messages** containing codes for access to the **System** and initiation of remote payment transactions, as well as login credentials (login and password) for access to the **System**, are sent shall be borne exclusively by the **Client**, except where such access has been obtained by third parties due to the **Bank's** fault, as proven in accordance with the procedure established by the **Legislation**.

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

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

In connection with the **Bank's** use of **Enhanced Customer Authentication** that does not provide for the use of an OTP token (One-Time Password Token), the provisions on its use contained in the relevant agreement on the use of the **System** concluded between the **Bank** and the **Client** shall not apply to the relations between the **Parties**.

## 6. DIRECT DEBIT TRANSFER

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

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

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

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

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

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

To perform a transaction with the **Bank** itself or in the **Ukraine FX Market**, the **Client** authorises and instructs the **Bank** to perform the following:

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

**Market** (sale) on the day of such sale, if such foreign currency will not be used to repay the obligations to the **Bank** within the term determined by the **Legislation** and in the prescribed manner.

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

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

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

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

## 7. COST OF AND PAYMENT FOR THE SERVICES

### Tariffs

For the performance of payment transactions and the provision of other services by the **Bank**, the **Client** shall pay the **Bank** commissions and remuneration as determined in the **Tariffs**, according to the type of payment transactions and other services received by the **Client**.

The monthly account maintenance fee shall be charged by the **Bank** and paid by the **Client** on the last calendar day of the month of such maintenance. The fee for the performance of payment transactions by the **Bank** shall be paid by the **Client** on the day of their performance, either during or immediately after the relevant payment transaction. The remuneration for the provision of other services by the **Bank**, not related to the execution of payment transactions and except for the monthly account maintenance fee, shall be paid by the **Client** before their provision.

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

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

The **Client** instructs the **Bank** to perform direct debit transfer from his/her account of the amounts of fees for the **Bank's** payment transactions and remuneration for other services received by the **Client** on the respective payment dates as specified in these **General Terms and Conditions** or as set by the **Third Party** for its services.

In the event of insufficiency/absence of funds in the **Client's** account for the purpose of contractual debiting to pay the monthly fee for settlement and cash services, the **Bank** shall perform contractual debiting of funds from the **Client's** account on a daily basis until the fee accrued by the **Bank** is paid in full. In case of insufficiency/absence of funds in the **Client's** account for the direct debit transfer to pay the **Bank's** commission/fees for the provision of other services, the relevant service cannot be provided by the **Bank**.

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

### Currency

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

## 8. TERMINATION OF BUSINESS RELATIONS

### The Right to Terminate Business Relations

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

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

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

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

### Closure of Accounts

The **Bank** has the right to suspend the provision of a service and/or services in general in full or in part if the **Client** fails to pay the cost of the previously provided services of the **Bank** within a period of over two calendar months. In this case, the **Client's** current/savings accounts shall be closed. By violating the term of payment for the **Bank's** services, the **Client** acknowledges and accepts the consequences of such violation, including the closure of his/her accounts without additional warning or notification.

In case the **Bank** decides to close the **Client's** account in the cases provided for by the Law of Ukraine "On Prevention and Counteraction of Legalisation (Laundering) of Proceeds from Crime,

Financing Terrorism and Financing Proliferation of Weapons of Mass Destruction”, in particular Article 15 thereof, the **Bank** sends a notice to the **Client** at least one day before such closing.

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

The **Bank** has the right to close the **Client's** account on the grounds provided for by the Tax Code of Ukraine. The balance of funds on the **Client's** account is returned to that **Client**.

After closing the **Client's** account, the **Bank** stores on its account the **Client's** funds, which were available on the **Client's** account at the time of its closure, without charging and paying the **Client** a fee for such storage. Subject to the statutory limitation/acquisitive prescription periods, the **Bank** shall return such funds to the **Client** upon the **Client's** first written request, taking into account the terms of the **Operation Regulations** and the **Tariffs** established by the **Bank** and effective at the time of the relevant request of the **Client** for return of funds. The **Client** agrees that the **Bank's** implementation of the above method of refund after account closure is the **Bank's** proper performance of its own obligations to return the **Client's** funds after account closure. At the same time, the **Client** instructs the **Bank** to withhold the amount of expenses related to making a refund from the amount of funds subject to refund.

#### **Termination of Business Relations by the Bank by a Notification**

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

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

## **9. THIRD-PARTY SERVICES. DELIVERY OF DOCUMENTS AND MESSAGES**

### **Third-Party Services**

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

### **Delivery**

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

### **Loss of Information**

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

## Use of Banking Means of Communication

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

## Receipt of Messages

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

The **Client** agrees that, as an additional means of informing the **Client** and/or the **Client's Authorised Person**, the **Bank** may, in cases determined by the **Bank**, use **SMS messages** and/or messages sent to the **Client's** email address. In particular, informational messages may be sent in this way, including messages of an informational nature, including about the expiration of the identification document of the **Client's Authorised Representative**, account manager, **BPC Holder**, the need to update the **Client's** data, the procedure for servicing the **Client** under the credit service received by the **Client**, restrictions on the provision of services by the **Bank**, etc., or advertising. Messages shall be sent to the mobile phone number of a GSM mobile operator of Ukraine, including via a **Software Application (messenger)**, and/or to the email address provided by the **Client** to the **Bank** in writing. By providing the **Bank** with a mobile phone number of a GSM mobile operator of Ukraine and/or an email address, the **Client** confirms that it has obtained the consent of the persons to whom such mobile phone number and/or email address belong to provide them to the **Bank** and to receive **SMS messages** and/or other messages from the **Bank**.

In case of changing the phone number, loss or theft of the telephone, etc., the **Client** must immediately notify the **Bank** thereof in writing and provide a new phone number. If the **Client** does not notify about the change of the phone number, messages will be sent based on the data available in the **Bank**, and the **Bank** is not responsible for the failure by the **Client** to receive the information and possible access to information by **Third Parties**.

The **Client** may send notifications to the **Bank** by means of a postal operator, e-mail, the **System** or in any other manner provided for in the **General Terms and Conditions**.

## 10. MISCELLANEOUS

### Consequences of Illegality

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

### Jurisdiction

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