

**AGREEMENT on the provision of payment and other services to corporate clients  
( public part)**

Valid from «01» December 2024

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### 1. DEFINITIONS OF TERMS AND CONCEPTS

<b>Bank</b>	OTP BANK JOINT STOCK COMPANY (legal entity identification code 21685166).
<b>Banking day</b>	a day during which banking institutions in Kyiv and, in particular, the Bank are open and carry out transactions with Clients.
<b>Banking service</b>	all and/or any of the services provided by the Bank to the Client on the basis of this Agreement and the Annexes, as well as all and/or any actions and/or transactions performed by the Bank in accordance with this Agreement and the Annexes.
<b>Debt obligations</b>	all and/or each of the payment (monetary) and/or non-payment (non-monetary) obligations of the Client under this Agreement and/or in connection with this Agreement.
<b>Case of failure to fulfil the terms of the Agreement</b>	any fact/circumstance/condition of non-fulfilment and/or improper fulfilment by the Client of any provision of this Agreement and/or any document/transaction referred to in this Agreement.
<b>Agreement</b>	<p>This Agreement is on the provision of payment and other services to corporate clients, which regulates the procedure and terms of the Bank's provision of Banking Services.</p> <p>The Agreement is available on the Bank's Official Website and in places publicly accessible to customers at the Bank's branches.</p> <p>The previous title of the Agreement is "Agreement on opening accounts, performing cash and settlement services and providing other banking services to resident legal entities (including their separate subdivisions that are not independent legal entities), non-resident legal entities (non-resident investors), foreign representative offices, individual entrepreneurs, as well as to ensure such activities as production cooperation, joint production and other types of joint activities carried out on the basis of agreements (contracts) with the Bank.</p> <p>Any references in the text of the Applications and/or other contracts/agreements/transactions concluded between the Parties and/or other documents to the agreement on opening accounts, cash management and other banking services to resident legal entities (including their separate divisions that are not independent legal entities), non-resident legal entities (non-resident investors), foreign representative offices, individual entrepreneurs, as well as to ensure such activities as production cooperation, joint production and other types of joint activities carried out on the basis of agreements (contracts) without the formation of a legal entity (public) shall be considered a reference to this agreement on the provision of payment and other services to corporate clients.</p> <p>This Agreement is on the provision of payment and other services to corporate clients and the agreement on opening accounts, cash management and other banking services to resident legal entities (including their separate subdivisions that are not independent legal entities), non-resident legal entities (non-resident investors), foreign representative offices, individual entrepreneurs, as well as to ensure such</p>

	activities as production cooperation, joint production and other types of joint activities carried out on the basis of agreements (contracts) without the formation of a legal entity (public) shall be considered a reference to this agreement.
<b>Call Centre</b>	the Bank's information support centre, the telephone numbers of which are indicated on the Bank's Official Website.
<b>Account debiting</b>	debiting (transferring, remitting) of funds by the Bank from the Current Account and/or any other account of the Client opened with the Bank on the basis of the beneficiary's payment instruction. The beneficiary under the payment transaction of debiting the Account may be: (1) the Bank on the basis of this Agreement or any other agreement concluded between the Bank and the Client, or (2) another person on the basis of this Agreement or any other agreement between the Bank and the Client or between the Bank, the Client and the respective beneficiary.
<b>Legislation</b>	the current legislation of Ukraine.
<b>Application form</b>	jointly or separately, each Application for the provision of banking services, Application for changing the terms of use of banking services, Application for approval of the terms and conditions of the "Regular Payments" banking service, Application for cancellation of the "Regular Payments" banking service, Application for interest accrual on the balance of funds, Application for cancellation of interest accrual on the balance of funds. Each Application is an integral part of the Agreement.
<b>Application for opening an account</b>	both jointly and separately, Application for opening a current account means, each application for opening a current account or an application for opening a settlement account in the form established by the Bank, submitted by the Client to the Bank for the purpose of opening an Account.
<b>Application for the provision of banking services</b>	both jointly and separately, each Application for the provision of banking services in the form established by the Bank, concluded between the Bank and the Client in accordance with the procedure provided for in this Agreement for the purposes of obtaining by the Client/providing by the Bank of the Banking Services provided for in clause 5.1 and/or clause 5.2 of the Agreement.
<b>Application for changing the terms of use of banking services</b>	both jointly and separately, each Application for changing the terms of use of banking services in the form established by the Bank, concluded between the Bank and the Client in the manner prescribed by this Agreement for the purpose of changing the terms and/or procedure for using a particular Banking Service provided for in clause 5.1 and/or clause 5.2 of the Agreement, and/or refusal of the Client to receive/provide a certain Banking Service provided for in clause 5.1 and/or clause 5.2 and/or clause 5.5 of the Agreement. An Application for changing the terms of use of banking services shall be concluded by the Parties to the relevant Application for the provision of banking services, shall be its integral part and shall provide for addendums and/or addendum to such Application for the provision of banking services. An Application for changing the terms of use of banking services may be concluded both in respect of all Banking Services provided for in clauses 5.1, 5.2 and 5.5. of the Agreement, as well as in respect of certain Banking Services provided for in clauses 5.1, 5.2 and 5.5. of the Agreement.
<b>Application for approval of the terms of the "Regular Payments" banking service</b>	both jointly and separately each Application for approval of the terms of provision of the «Regular Payments» banking service in the form established by the Bank, concluded between the Bank and the Client in accordance with the procedure provided for in this Agreement for the purposes of obtaining by the Client/providing by the Bank of the Banking Service provided for in clause 5.3 of this Agreement or changing the terms of use of the Banking Service provided for in clause 5.3 of this Agreement.
<b>Application for the terms of interest accrual on the balance of funds</b>	both jointly and separately, each Application for the terms of interest accrual on the current account balance at the threshold interest rate, Application for interest accrual on the current account balance at a floating interest rate and Application for interest accrual on the current account balance at a fixed interest rate in the form established by the Bank, concluded between the Bank and the Client in accordance with the procedure provided for in clause 5.4.2 of this Agreement, and by which the Parties agree on the terms of receipt by the Client/provision by the Bank of the Banking Service provided for in clause 5.4 of this Agreement.
<b>Application for cancellation of the "Regular Payments" banking service</b>	both jointly and separately each Application for cancellation of the «Regular Payments» banking service in the form established by the Bank, signed by the Client and submitted to the Bank in accordance with the procedure provided for in this Agreement, for the purpose of termination of receipt by the Client and provision by

	the Bank of the Banking Service provided for in clause 5.3 of this Agreement in respect of the relevant Current Account.
<b>Application for cancellation of interest on the balance of funds</b>	both jointly and separately each Application for cancellation of the banking service "Accrual and payment of interest on the current account balance" in the form established by the Bank, signed by the Client and submitted to the Bank in accordance with the procedure provided for in clause 5.4.2 of this Agreement, for the purpose of termination of receipt by the Client and provision by the Bank of the Banking Service provided for in clause 5.4 of this Agreement in respect of the relevant Current Account.
<b>Authorised Bank's Rate</b>	the foreign currency purchase/sale/exchange rate set by the Bank based on the results of the trading session* in the non-cash foreign exchange market of Ukraine at the time of execution by the Bank of the relevant order for purchase/sale/exchange of foreign currency. The Bank shall have the right to change the previously established Authorised Bank's Rate at any time during the Transaction Day. <i>* Note: a trading session shall mean a period of time within a Transaction Day during which transactions on purchase/sale/exchange of foreign currency are carried out in the non-cash foreign exchange market of Ukraine.</i>
<b>Cash document</b>	electronic or paper document issued for the purpose of performing a cash transaction involving cash deposit/withdrawal at the Bank's cash desk.
<b>Client</b>	a Client of the Bank who has entered into this Agreement with the Bank and/or for whom any Account has been opened with the Bank under this Agreement. The Client under this Agreement can be a resident legal entity; a separate subdivision of a resident legal entity; non-resident legal entity; representative office or other separate subdivision of a non-resident legal entity; official representation; an international organization or a separate division of an international organization with immunity and diplomatic privileges; individual entrepreneur; manager under a property management contract; a participant who is authorized to represent the interests of other participants of a production cotransaction, joint production and other types of joint activities carried out on the basis of agreements (contracts) without the formation of a legal entity, etc.
<b>Client's Rate</b>	foreign currency purchase/sale/exchange rate calculated by the Client independently and specified by him/her in the relevant order for purchase/sale/exchange of foreign currency.
<b>NBU</b>	National Bank of Ukraine.
<b>Online Rate</b>	is the rate applied to foreign currency purchase/sale/exchange orders submitted by the Client via the trading platform*. <i>*Note: the trading platform means a module of the Client-Bank System containing up-to-date information on foreign currency purchase/sale/exchange rates, through which the Client may submit an order for purchase/sale/exchange of foreign currency to the Bank with the possibility of fixing the rate chosen by the Client.</i>
<b>Transaction day</b>	Banking Day of the Bank, during which the Bank carries out its activities necessary for the performance of payment transactions.
<b>Transaction time</b>	a part of the Bank's Transaction Day during which the Bank accepts payment instructions and revocation instructions. The duration of the Transaction Time shall be set by the Bank independently and shall be fixed by its internal documents. Information on the duration of the Bank's Transaction Time is also contained in the Bank Standard Tariffs, which are an integral part of this Agreement. The Client is obliged to independently review the information on the duration of the Bank's Transaction Time in places publicly available to Clients at the Bank's offices or on the Bank's Official Website. At the same time, on the eve of holidays and non-working days determined by the Legislation, the Bank's Transaction Time may be reduced, about which the Bank shall additionally inform the Client by means of the Client-Bank System and/or by posting information in places publicly accessible to Clients in the Bank's institutions.
<b>Bank's Official Website</b>	<a href="http://www.otpbank.com.ua">www.otpbank.com.ua</a>
<b>List of Managers</b>	a list of persons entitled to manage the Client's Accounts and sign payment instructions, drawn up in the form established by the Bank and submitted by the Client to the Bank in accordance with the procedure provided for by the Bank's internal documents.
<b>Current account</b>	a current account opened by the Bank to the Client on the basis of this Agreement, the Application for opening an account and the Legislation, including an account with a special regime of use opened in cases provided for by the laws of Ukraine or acts of the Cabinet of Ministers of Ukraine.

	The term "Current Account" shall also include the Client's current accounts opened by the Client with the Bank prior to the conclusion of the Application for the provision of banking services by the Parties and specified in the Application for the provision of banking services/Application for changing the terms of use of banking services.
<b>Rules of the "Welcome" Overdraft</b>	Rules for providing and using the "Welcome" overdraft banking service, which are posted on the Bank's Official Website and in places publicly accessible to Clients in the Bank's institutions. The «Welcome» Overdraft Rules are an integral part of this Agreement.
<b>Account</b>	Current Account
<b>Current account</b>	an account opened by the Bank to the Client, who is a non-bank payment service provider, on the basis of this Agreement, the Application for opening an account and the Legislation, for the purpose of ensuring the execution of payment transactions of its users.
<b>Service "On time/Vchasno"</b>	software products in the form of an online service designed to automate electronic document management processes, which involves signing, sending, receiving and storing electronic documents online at <a href="https://vchasno.ua">https://vchasno.ua</a>
<b>Client-Bank system</b>	electronic banking system, which consists of a set of software and hardware tools and organisational measures that, upon agreement between the Client and the Bank, ensure the creation, storage, transfer of electronic documents pursuant to this Agreement and/or other agreements/contracts/transactions concluded between the Bank and the Client. The Client-Bank system includes the OTP Online electronic banking system, the Click OTPay electronic banking system or any other electronic banking system through which the Bank provides remote servicing of the Client under this Agreement and which the Bank will additionally notify the Client. The Client-Bank system is also a means of remote communication between the Bank and the Client.
<b>Bank Standard Tariffs</b>	Tariffs for banking services for corporate Clients, which determine the amount of the fee (remuneration of the Bank) for the Banking Services provided by the Bank to the Client. The Bank's Standard Tariffs are posted on the Bank's Official Website and in places publicly accessible to Clients at the Bank's branches. Client or the Bank.
<b>Party</b>	The Client or the Bank.
<b>Parties</b>	The Client and the Bank.
<b>Bank tariffs</b>	Bank Standard Tariffs, Tariff Packages and other tariffs of the Bank, which determine the amount of the Bank's remuneration (commissions) for all or part of the Banking Services and are separately agreed by the Parties in the manner prescribed by this Agreement. The Bank Tariffs shall be an integral part of the Agreement.
<b>Tariff package</b>	a set of remuneration (fees) of the Bank for all or part of the Banking Services provided by the Bank in accordance with this Agreement, and the application of which is agreed between the Bank and the Client in the manner prescribed by the Agreement. Information on the Tariff Packages offered by the Bank and the amount of the Bank remuneration (fees) for each Tariff Package is contained in Annex No. 6 to the Agreement and in places publicly available to Clients at the Bank's institutions.

*The capitalised terms used in this Agreement are defined terms and have the same meanings both in the Application and in this Agreement and may be used in the singular or plural form.*

*In the text of this Agreement, unless otherwise required by the context, the section headings are for convenience only and shall not affect the interpretation of this Agreement in any way; the words used shall have the same meaning in the singular and plural; a reference to an annex, section, addition or clause shall be a reference to the relevant annex, section, addition or clause of the Agreement; a reference to a Party or any other person shall also include its successors, permitted assigns and transferees; a reference to a third party shall include any person(s), including any individual and/or legal entity that is not a party to the Agreement.*

## **2. GENERAL PROVISIONS**

2.1. In accordance with the terms and conditions of this Agreement and the Application for the provision of banking services and/or the Application for changing the terms of use of banking services the Application for agreeing the terms of the «Regular Payments» banking service and/or the Application for the terms of accrual of interest on the balance, the Bank provides the Client with the relevant Banking Service, and the Client accepts the Banking Service and undertakes to properly fulfil the obligations set forth in

this Agreement and the relevant Application in respect of such Banking Service, including timely and full payment of the Bank remuneration (fees, interest, etc.) for the received Banking Services.

The number of Banking Services provided under this Agreement is unlimited.

The list of Banking Services that may be provided under this Agreement is determined in Section 5 of this Agreement. The list of Banking Services may be amended/supplemented by the Bank by amending and/or supplementing the public part of this Agreement in the manner prescribed by this Agreement.

The specific type of Banking Services to be provided to the Client by the Bank under this Agreement shall be specified in the Application for the provision of banking services and/or Application for changing the terms of use of banking services and/or Application for Approval of the Terms of the Regular Payments Banking Service and/or Application for Terms of Interest Accrual on the Balance.

This Agreement contains elements of different legal relations and is a mixed agreement within the meaning of Article 628 of the Civil Code of Ukraine.

This Agreement is a contract of adhesion within the meaning of Article 634 of the Civil Code of Ukraine.

This Agreement is also a payment services agreement within the meaning of the Legislation.

2.2 This Agreement consists of:

(i) a public part, which is posted (published) on the Bank's Official Website and in places publicly accessible to Clients at the Bank's offices; and

(ii) an individual part in the form of Applications and addendum to the Application for the provision of banking services concluded between the Bank and the Client, which are an integral part of the Application, as well as in the form of Notifications on Account Details (as this term is defined in Clause 2.5 of the Agreement), Notifications of tariff changes (as this term is defined in clause 4.3 of the Agreement), Notifications of interest accrual (as this term is defined in clause 5.4 of the Agreement) and Notifications on Changes in the Individual Interest Rate (as this term is defined in Clauses 5.4.4.2.1 of the Agreement) sent by the Bank to the Client.

The public part of the Agreement includes, but is not limited to, the text of the Agreement itself, as well as the Bank Standard Tariffs, Tariff Packages, Standard Interest Rates (as defined in clause 5.4 of the Agreement), "Welcome" Overdraft Rules, which are an integral part of the Agreement.

The Client shall join this Agreement by signing the Application for the provision of banking services and its approval by the Bank in accordance with the procedure provided for in Clause 2.6 hereof.

If the Client has not joined the Agreement by signing the Application for the provision of banking services, but performs any cash transaction that involves cash deposit/withdrawal at the Bank's cash desk, the Client shall each time join this Agreement by signing the relevant Cash Document. In this case, the Agreement shall be valid from the moment the Client signs the relevant Cash Document and until the end of the Transaction Day on the date of the relevant cash transaction involving cash deposit/withdrawal at the Bank's cash desk.

2.3. The Bank shall provide Banking Services for a fee (remuneration of the Bank), which shall be paid by the Client to the Bank in the amount, in the manner and on the terms and conditions provided for in this Agreement and the Bank Tariffs.

2.3.1. Unless otherwise agreed by the Parties in accordance with the procedure provided for in clauses 2.3.3 of this Agreement, the Client shall pay for the Banking Services provided by the Bank under this Agreement in the amounts provided for in the Bank Standard Tariffs.

In addition to the Bank's services, the Client shall also pay for telecommunication, telegraph, courier and postal expenses. Such expenses shall be paid by the Client including value added tax.

The Client shall pay the fees for the services rendered by the Bank/performed transactions in the national currency in UAH. Payment of fees for services rendered by the Bank/transactions performed in foreign currency shall be paid by the Client in the equivalent in UAH at the NBU exchange rate as of the date of payment of the relevant fee.

2.3.2. The Parties may agree in accordance with the procedure provided for in clause 2.3.3 of this Agreement that during a certain period of time payment for all or part of the Banking Services provided under this Agreement may be made in the amounts provided for in the relevant Tariff Package and/or in the amounts provided for in separate tariffs agreed by the Parties by concluding an addendum to the Application for the provision of banking services.

At the same time, the amount of the fee for Banking Services not specified in the Tariff Package agreed by the Parties and/or the relevant supplement to the Application for the provision of banking services (including Tariff Change Notifications as defined below) shall be determined in accordance with the Bank Standard Tariffs.

After the expiration of the period of application of the fee (remuneration of the Bank) for the Banking Services agreed by the Tariff Package and/or the relevant supplement to the Application for the provision of banking services (including Notifications on changes in tariffs as this term is defined below), the amount of the fee (remuneration of the Bank) for the relevant Banking Services shall be determined in accordance with the Bank Standard Tariffs. At the same time, the Bank has the right to change the amount of the fee for all or part of the Banking Services provided by the Bank to the Client under this Agreement within the relevant Tariff Package and/or in accordance with the relevant supplement to the Application for the provision of banking services and/or change the Tariff Package unilaterally as provided for in clause 4.3 of this Agreement and until the expiration of the period of application of the fee (remuneration of the Bank) for the Banking Services agreed by the Tariff Package and/or the relevant supplement to the Application for the provision of banking services.

2.3.3. The Parties may agree on the application of the relevant Tariff Package for payment by the Client for all or part of the Banking Services under this Agreement:

- in the Application for the provision of banking services/Application for changing the terms of use of banking services (in this case, the name of the Tariff Package agreed by the Parties, as provided for in Annex No. 6 to the Agreement, shall be indicated in the relevant Application for the provision of banking services/Application for changing the terms of use of banking services); or
- by signing the relevant Tariff Package in paper form by the authorized representatives of the Parties.

The Parties may agree on the application of separate tariffs (amounts of the Bank's remuneration) for all or part of the Banking Services under this Agreement by signing by the authorized representatives of the Parties of the relevant supplement to the Application for the provision of banking services: (i) in paper form, or (ii) in electronic form with the Parties attaching an Advanced Electronic Signature (as this term is defined in clause 5.2 of the Agreement) or a Qualified Electronic Signature (as this term is defined in clause 5.1 of this Agreement) by means of the Client-Bank System, or (iii) in electronic form with the Qualified Electronic Signature (as this term is defined in clause 5.1. of this Agreement) by means of the On time/Vchasno Service

Unless otherwise provided for in the Tariff Package and/or the relevant addendum to the Application for the provision of banking services agreed by the Parties in accordance with the procedure provided for in this subclause of the Agreement, such Tariff Package/addendum to the Application for the provision of banking services shall apply to all Client's Accounts opened in the Bank's institution in which the Parties have concluded the relevant Tariff Package/addendum to the Application for the provision of banking services.

2.3.4. Changes in the amount of fees for all or part of the Banking Services provided by the Bank to the Client under this Agreement within the relevant Tariff Package and/or in accordance with the relevant supplement to the Application for the provision of banking services and/or change of the Tariff Package may be made in accordance with the procedure provided for in subclause 2.3.3 of this Agreement. At the same time, the procedure for changing the amount of fees for all or part of the Banking Services provided by the Bank to the Client in accordance with this Agreement is specified in this subclause, within the framework of the relevant Tariff Package and/or in accordance with the relevant addendum to the Application for the provision of banking services and/or change of the Tariff Package shall in no way limit the right of the Bank to change the Bank Tariffs (including Tariff Packages and/or individual tariffs provided for in the relevant addendum to the Application for the provision of banking services) unilaterally as provided for in clause 4.4 of this Agreement.

If the application of a certain Tariff Package is agreed by the Parties by signing such Tariff Package in paper form by the authorized representatives of the Parties, the amount of the Bank's remuneration (commission) for the services rendered and transactions performed under the Agreement within such Tariff Package shall be determined in accordance with the Tariff Package with the same name contained in Annex No. 6 to the Agreement (without the need to conclude any applications/contracts/agreements/deals between the Parties). In case of discrepancies between the terms and conditions of the Tariff Package signed by the Parties in paper form and the Tariff Package with the same name contained in Annex 6 hereto, the amount of the Bank's remuneration (commission) for the services provided and transactions performed under the Agreement shall be determined in accordance with the relevant Tariff Package contained in Annex 6 hereto.

2.4. To receive a Banking Service, the Client shall submit to the Bank:

- (i) an Application for provision of banking services in paper form signed by the Client's authorized persons and sealed with the Client's seal (if any), or
- (ii) by means of the Client-Bank System, or On time/ Vchasno Service an Application for provision of banking services in electronic form signed by Qualified Electronic Signatures (as this term is defined in clause 5.1 of the Agreement) of the Client's authorized persons.

In respect of the Client's Current Accounts, one Application for the provision of banking services for all Current Accounts may be executed, as well as separate Applications for the provision of banking services for one or more Current Accounts.

A separate Application for the provision of banking services shall be concluded in respect of each Current Account.

Unless otherwise provided for in the Agreement, in order to amend and/or supplement the relevant Application for the provision of banking services, the Parties shall conclude applications for changes to the terms of use of banking services, which shall be integral parts of the relevant Application for the provision of banking services.

2.5. To change the terms of use of a particular Banking Service provided for in clauses 5.1 and/or 5.2 and/or 5.5 of the Agreement (unless otherwise provided for in the «Welcome» Overdraft Rules), and/or in case of change of the Client's name, the Client shall submit to the Bank a relevant Application for changing the terms of use of banking services:

- (i) in paper form (in this case, the relevant Application for change of terms of use of banking services shall be signed by the Client's authorized persons and sealed with the Client's seal (if any)), or
- (ii) in electronic form (in this case, the Application for change of terms of use of banking services shall be submitted via the Client-Bank System or On time/Vchasno Service and signed by Qualified Electronic Signatures (as this term is defined in clause 5.1 of the Agreement of the Client's authorized persons);
- (iii) in electronic form (in this case, the Application for Change of Terms of Use of Banking Services shall be submitted via the Client-Bank System and signed or Advanced Electronic Signatures (as this term is defined in clause 5.2 of the Agreement) of the Client's authorised persons).

The list of Current Accounts for which the Banking Services are provided in accordance with the relevant Application for the provision of banking services (considering addendums and supplements thereto) shall be changed (supplemented) by concluding a respective Application for changing the terms of use of banking services by the Parties. In this case, if an additional Current Account is opened for the Client, the number of such Current Account shall be indicated in the Application for changing the terms of use of banking services or in the relevant notification of current account details (hereinafter referred to as the “**Notification of Account Details**”) sent by the Bank to the Client via the Client-Bank System.

In the event of repeated changes in the terms of use of a particular Banking Service and/or all Banking Services provided for in clauses 5.1. and/or 5.2 of the Agreement, such Banking Services under the Agreement in respect of the respective Current Accounts shall be provided taking into account the latest Application for changing the terms of use of banking services concluded by the Parties.

At the same time, the Bank shall unilaterally change the terms and procedure for the transaction of the Client-Bank System (including, but not limited to, updating/changing the settings of the Mobile Application (as such term is defined in clause 5.2 of the Agreement) and/or transfer the Client for servicing from one Client-Bank System to another Client-Bank System without the need for the Parties to conclude a relevant Application for changing the terms of use of banking services. In case of transfer of the Client for servicing from one Client-Bank System to another Client-Bank System at the initiative of the Bank, the Bank shall notify the Client thereof at least 3 (three) calendar days in advance via the Client-Bank System and provide remote servicing of the Client in the new Client-Bank System in accordance with the Application for provision of banking services concluded by the Parties in respect of the relevant Current Account or the latest Application for change of terms of use of banking services concluded by the Parties in respect of the relevant Current Account, unless otherwise agreed by the Parties by concluding the relevant Application for changing the terms of use of banking services

2.6. Upon receipt of the Bank's Application for the provision of banking services/Application for changing the terms of use of banking services, the Bank shall review it and may either approve such Application for the provision of banking services/Application for changing the terms of use of banking services or, if the Bank does not agree with the terms and conditions set out in the Application for the provision of banking services/Application for changing the terms of use of banking services, not accept such Application for the provision of banking services/Application for changing the terms of use of banking services for execution.

In the event that the Bank agrees to provide the Client with a Banking Service in accordance with the Application for the provision of banking services submitted by the Client, the Bank shall approve the Application for the provision of banking services by (i) its signing by the Bank's authorized persons and affixing the Bank's seal (if the relevant Application for the provision of banking services is submitted by the Client to the Bank in paper form), or

(ii) its signing by Qualified Electronic Signatures (as this term is defined in clause 5.1 of the Agreement) of the Bank's authorized persons (if the relevant Application for the provision of banking services is submitted by the Client to the Bank in electronic form).

In the event that the Bank agrees to provide the Client with a Banking Service in accordance with the Application for changing the terms of use of banking services submitted by the Client, the Bank's approval of the Application for changing the terms of use of banking services shall be carried out by

(i) its signing by the Bank's authorized persons and affixing the Bank's seal (if the relevant Application for changing the terms of use of banking services is submitted by the Client to the Bank in paper form), or

(ii) its signature by Qualified Electronic Signatures (as this term is defined in clause 5.1 of the Agreement) or Advanced Electronic Signatures (as this term is defined in clause 5.2 of the Agreement) of the Bank's authorized persons (if the relevant Application for changing the terms of use of banking services is submitted by the Client to the Bank in electronic form).

If the Bank approves the Application for the provision of banking services/Application for changing the terms of use of banking services submitted by the Client to the Bank in paper form, the Bank shall send/transfer to the Client the original copy of the approved Application for the provision of banking services/Application for changing the terms of use of banking services.

In case the Bank approves the Application for the provision of banking services/Application for changing the terms of use of banking services submitted by the Client to the Bank in electronic form, the Bank shall send the Client a copy of the original of the approved Application for the provision of banking services/Application for changing the terms of use of banking services via the Client-Bank System or On time/Vchasno Service.

For the avoidance of doubt, the Parties agree that the Bank shall execute each Application for the provision of banking services/Application for changing the terms of use of banking services only if it is approved by the Bank in accordance with the procedure provided for in this clause 2.6 of the Agreement.

Any Application for the provision of banking services shall be deemed concluded between the Parties provided that:

(i) it is signed by the authorized representatives of the Client and the Bank in paper form and affixed with the Bank's seal, or

(ii) it is signed by Qualified Electronic Signatures (as such term is defined in clause 5.1 of the Agreement) of the Client's and the Bank's authorized representatives in electronic form.

Any Application for changing the terms of use of banking services shall be deemed concluded between the Parties provided that:

(i) it is signed by the authorized representatives of the Client and the Bank in paper form and affixed with the Bank's seal, or

(ii) it is signed by Qualified Electronic Signatures (as this term is defined in clause 5.1 of the Agreement) or Advanced Electronic Signatures (as this term is defined in clause 5.2 of the Agreement) of the authorized representatives of the Client and the Bank in electronic form.

2.7. The Client acquires the right to receive the Banking Service in accordance with the Application for the provision of banking services/Application for changing the terms of use of banking services concluded by the Parties upon the occurrence of the circumstances stipulated by this Agreement, unless otherwise agreed by the Parties in writing.

2.8. Mutual rights and obligations of the Bank and the Client under this Agreement shall arise from the moment the Parties conclude the Application for the provision of banking services.

2.9. Each Application for the provision of banking services and Application for changing the terms of use of banking services in paper form shall be signed by the Parties in 2 (two) copies, each of which is an original; one copy for each Party. Other Applications may be made in the form and in the number of copies provided for in the relevant clause of this Agreement.



2.10. The language of the Agreement and the Applications shall be Ukrainian and English. In case of any discrepancies between the Ukrainian and English versions of this Agreement, the Ukrainian version shall prevail. Abbreviations, logos, commercial (brand) names, trademarks, letter codes, original names, common abbreviations, etc. may be used in a foreign language (the original language).

2.11. By signing the Application for the provision of banking services, the Client unconditionally confirms that the Client has read the full text of the Agreement and the Bank Tariffs, fully understands their content and agrees to their terms and conditions, undertakes to properly and strictly comply with them, and also states that he/she is not deprived of any rights that he/she usually has, and the Agreement does not contain terms and conditions that are burdensome for him/her in any sense.

2.12. By signing the Application for the provision of banking services, the Parties confirm that the conclusion of the Agreement corresponds to the free will of the Parties, neither Party is under the influence of hardship, is not mistaken about the circumstances of material importance (nature of the Agreement, rights and obligations of the Parties, other terms of the Agreement), and the terms of the Agreement are mutually beneficial for each Party. The Client assumes the risk of fulfilling the terms of the Agreement in case of a significant change in the circumstances that guided the Parties when concluding the Agreement.

2.13. By signing the Application, the Client confirms that he/she has personally received his/her copy of the Application.

2.14. This Agreement, the Applications concluded by the Parties and the Bank Tariffs constitute a single document.

2.15. In the event that any provision of the Agreement becomes invalid for any reason, this shall not affect the validity of all other provisions of the Agreement.

2.16. By entering into this Agreement with the Bank, the Client confirms that he/she does not object to receiving advertising information from the Bank to e-mail addresses (e-mail) and/or by sending SMS messages to mobile phone numbers (including via messengers: Viber, Telegram, WhatsApp, etc.) specified in the relevant Application on business days from 09.00 to 18.00 Kyiv time, except weekends and holidays.

### **3. GENERAL RIGHTS, OBLIGATIONS AND RESPONSIBILITIES OF THE PARTIES**

*This section contains general provisions defining the rights, obligations and responsibilities of the Parties under this Agreement. Additional provisions on the rights, obligations and responsibilities of the Parties are also contained in the sections of this Agreement, regulating the procedure and conditions for the provision of certain Banking Services.*

#### **3.1. CLIENT'S RIGHTS:**

3.1.1. to receive and use the Banking Services exclusively in accordance with the procedure and on the terms and conditions specified in this Agreement, the Application for the provision of banking services, the Application for changing the terms and conditions of use of banking services, the Application for agreeing on the terms and conditions of the «Regular Payments» banking service and the Application for the terms and conditions of accrual of interest on the balance of funds.

3.1.2. to refuse to receive any and/or all Banking Services or terminate this Agreement in accordance with the procedure provided for in this Agreement.

3.1.3. other rights provided for in this Agreement, Applications and the Legislation.

#### **3.2. CLIENT'S OBLIGATIONS:**

3.2.1. to strictly comply with all provisions of the Agreement, Applications concluded by the Parties, the Bank Tariffs and the Legislation.

3.2.2. to timely and in full pay for the received Banking Services in accordance with the Bank Tariffs in force at the time of the relevant transactions. At any time, to ensure that the Current Account has sufficient funds in the amount sufficient for the Bank to debit the Account as provided for in clause 6.1 of the Agreement.

3.2.3. during the term of this Agreement, to independently monitor and review information (in the Client service areas, on the Bank's Official Website or by calling the Bank's Call Centre) regarding changes in any terms of this Agreement and/or the Bank Tariffs.

3.2.4. to reimburse/pay the Bank in full for any and all:

- losses and expenses incurred or suffered by the Bank as a result of unlawful or incompetent actions of the Client and/or the Client's authorized persons and/or violation of the terms of this Agreement by the Client, including, but not limited to, reimbursement of fines imposed by the NBU or any other authorized state body;

- expenses (regardless of their amount) incurred by the Bank during and/or in connection with the protection of its rights under the Agreement and/or the exercise of its creditor's rights under the Agreement and/or related to the enforcement of this Agreement, in particular, but not exclusively any costs associated with debt collection in court, enforcement of court decisions, any costs associated with the Bank's engagement of appraisers, notaries, public and/or private enforcement officers, any third parties who in any way assist/provide services to the Bank aimed at satisfying the Bank's claims/exercising or protecting the Bank's rights (law firms, attorneys, collection companies, real estate agencies, etc.).

3.2.5. to comply with the requirements of the Legislation and internal documents of the Bank relating to payment transactions.

3.2.6. at the first request of the Bank, to provide the Bank with any information related to the Banking Service and/or Agreement, as well as other information that may be required by the Bank in accordance with the requirements of the Legislation and/or internal documents of the Bank, in particular, but not exclusively, documents and/or information necessary for the Bank to carry out the procedures for identifying the Client and/or authorized persons of the Client and/or beneficiaries and/or persons exercising control

over the Client, including clarification of information on identification, assessment of the Client's financial condition and/or financial monetary position. The information and/or documents shall be submitted to the Bank within 5 (five) calendar days from the date of sending the relevant request to the Bank in paper or electronic form (via the Client-Bank System) or On time/Vchasno Service.

3.2.7. provide the Bank, upon its request, with all information/documents related to this Agreement that may be necessary to properly establish and maintain the validity of the Agreement and/or the provision of which (which) is required by the Legislation, the Bank's internal documents and/or the terms of the Agreement.

3.2.8. provide the Bank with the documents necessary for the proper exercise by the Bank of its powers in the field of currency control, as well as in the field of prevention and counteraction to legalisation (laundering) of proceeds of crime, financing of terrorism and financing of proliferation of weapons of mass destruction, in the field of sanctions Legislation, as well as identifying and documenting information about the Client's ties with a state that carries out armed aggression against Ukraine and citizens/residents of such a state, etc., as defined by the Legislation and the Bank's internal documents.

3.2.9. at the request of the Bank, provide the Bank with statistical and other information required by the Bank for submission of any reports to the NBU or any other authorities.

3.2.10. immediately, as soon as the Client becomes aware of the occurrence of any information/event/fact that may affect the Client's fulfilment of the Debt Obligations and/or may result in the occurrence of an Event of Default under the Agreement, to notify the Bank in writing of such information/event/fact within 2 (two) Banking Days from the date of its occurrence.

3.2.11. to immediately (within one Banking Day) notify the Bank in paper or electronic form (via the Client-Bank System or On time/Vchasno service) of the occurrence/existence of encumbrance of property rights to funds placed on the Account;

3.2.12. other obligations stipulated by this Agreement, the Applications and the Legislation.

### **3.3. BANK'S RIGHTS:**

3.3.1. to amend and supplement the public part of the Agreement and the Bank Tariffs in the manner and in the manner specified in Section 4 hereof.

3.3.2. at its sole discretion and without explaining any reasons for such action(s), to refuse to approve/not accept for execution any Application for the provision of banking services and/or Application for changing the terms of use of banking services and/or Application for agreeing the terms of the «Regular Payments» banking service and/or Application for the terms of accrual of interest on the balance of funds, as well as to refuse to provide any Banking Service to the Client.

3.3.3. to demand early fulfilment of the Debt Obligations in whole or in a part determined by the Bank in case of occurrence of an Event of Default under the Agreement. Such fulfilment of the Debt Obligations shall be carried out by the Client within 3 (three) calendar days from the date of sending the relevant request to the Client by the Bank in paper or electronic form (via the Client-Bank System or On time/Vchasno Service).

3.3.4. to refuse to apply, accrue and, accordingly, pay a penalty and/or any other penalties provided for in the Agreement.

3.3.5. to terminate this Agreement in the manner prescribed by this Agreement.

3.3.6. to request documents and information about the Client necessary to determine his/her identity, nature of activity, financial status, documents necessary for the proper exercise by the Bank of its powers in the field of currency control, as well as in the field of prevention and counteraction to legalisation (laundering) of proceeds of crime, terrorist financing and financing of proliferation of weapons of mass destruction, in the field of sanctions Legislation, as well as identifying and documenting information about the Client's ties with a state that carries out armed aggression against Ukraine and citizens/residents of such a state, as defined by the Legislation and internal documents of the Bank. If the Client fails to provide the required documents or information or deliberately provides false information, the Bank has the right to refuse to provide the Banking Service and terminate this Agreement.

3.3.7. other rights provided for in this Agreement, Applications and the Legislation.

### **3.4. BANK'S OBLIGATIONS:**

3.4.1. to notify the Client of addendums and/or addendum to the public part of the Agreement and/or to the Bank Tariffs within the terms and in accordance with the procedure specified in Section 4 hereof.

3.4.2. ensure the safety of data (information) about the Client that constitutes a banking secret, except as provided for in this Agreement and/or Applications, as well as when disclosure of such information is required by the Legislation.

3.4.3. to provide the Client with the Banking Service in accordance with the provisions of this Agreement and the relevant Application for the provision of banking services/Application for changing the terms of use of banking services/ Application for approval of the terms of the «Regular Payments» banking service/Application for the terms of accrual of interest on the balance of funds subject to the Bank's approval (acceptance for execution) of such Application for the provision of banking services/Application for changing the terms of use of banking services/ Application for agreeing the terms of the «Regular Payments» banking service/Application for the terms of accrual of interest on the balance of funds in accordance with the procedure, provided for in this Agreement.

3.4.4. to accept the proper fulfilment of the Debt Obligations by the Client.

3.4.5. to provide the Client with consultations on the use of Banking Services and/or the Bank Tariffs.

3.4.6. to perform other duties stipulated by this Agreement, the Applications and the Legislation.

### **3.5. RESPONSIBILITY OF THE PARTIES.**

3.5.1. The Client and the Bank are responsible for non-fulfillment and/or improper fulfillment of the terms of this Agreement, Applications and Bank Tariffs in accordance with this Agreement and the Legislation.

3.5.2. The Client bears the legal responsibility for providing inaccurate information during the conclusion of this Agreement.

3.5.3. The Bank is released from any responsibility in the event of a change in the Legislation, which terminates the legal relations of the Parties under this Agreement.

#### 4. PROCEDURE FOR ADDENDUMS AND SUPPLEMENTS TO THE PUBLIC PART OF THE AGREEMENT AND TO THE BANK TARIFFS

4.1. By signing the Application for the provision of banking services, the Client agrees that the Bank has the right to unilaterally make changes and/or addendum to the public part of the Agreement at any time, notifying the Client at least **7 (seven) calendar days in advance** (including the date of notification) until the date of entry into force of such changes and/or addendum to the public part of the Agreement by posting the text of such changes (the new edition of the public part of the Agreement and/or its corresponding part) on the Bank's Official Website indicating the date of entry into force of such changes and/or addendum to the public part of the Agreement. The parties have agreed that the date of posting by the Bank of changes and/or addendum to the public part of the Agreement or a new edition of the public part of the Agreement on the Bank's Official Website is the date of the Bank's notification to the Client about changes and/or addendum to the public part of the Agreement.

From the moment such changes and/or addendum to the public part of the Agreement enter into force, such changes and/or addendum become an integral part of the Agreement and binding on the Parties.

The time of publication of the text of changes and/or addendum to the public part of the Agreement on the Bank's Official Website is considered the moment the Client becomes familiar with the text of such changes and/or addendum.

Changes and/or addendum to the public part of the Agreement (new edition of the public part of the Agreement) are also posted by the Bank in places accessible to Clients in the Bank's institutions no later than the date of entry into force of such changes and/or addendum to the public part of the Agreement.

4.2. In addition to the provisions of clause 4.1 of the Agreement on methods of notifying the Client about changes and/or addendum to the public part of the Agreement, the Bank has the right (but is not obliged) to notify the Client about changes and/or addendum to the public part of the Agreement by sending a corresponding information message through the means of the Client-Bank System and /or in another way, at the choice of the Bank.

4.3. By signing the Application for the provision of banking services, the Client agrees that the Bank has the right to unilaterally change the Bank's Standard Tariffs at any time, notifying the Client of such changes at least **7 (seven) calendar days** (including the date of notification) before the collection date of the Bank's new Standard Tariffs with an indication of the effective date of the Bank's new Standard Tariffs. The Bank shall be deemed to have duly notified the Client of changes to the Bank's Standard Tariffs, in case of such notification using the Client-Bank System and/or by posting the relevant information on the Bank's Official Website. The parties have agreed that the date of the Bank's sending to the Client a notification about changes to the Bank's Standard Tariffs is the date the Bank posts changes to the Bank's Standard Tariffs or a new edition of the Bank's Standard Tariffs on the Bank's Official Website.

Changes to the Bank's Standard Tariffs (a new version of the Bank's Standard Tariffs) are also posted by the Bank in publicly accessible places for Clients in the Bank's institutions no later than the date of entry into force of such changes to the Bank's Standard Tariffs. Additionally, the Bank has the right (but is not obliged) to notify the Client of changes to the Bank's Standard Tariffs by sending a corresponding information message through the means of the Client-Bank System and/or in another way, at the Bank's discretion.

The Bank has the right at any time to unilaterally make changes and/or addendum to the Tariff Packages by making changes and/or addendum to this Agreement in accordance with clause 4.1 and clause 4.2 of the Agreement.

The Bank has the right at any time to unilaterally change and/or supplement the tariffs (amounts of remuneration to the Bank for all or part of the Banking Services provided by the Bank to the Client in accordance with this Agreement), which were separately agreed by the Parties in the corresponding addendum to the Application for Provision banking services, and their validity period by notifying the Client of such changes at least 1 (one) Banking Day (including the date of notification) by sending the Client a corresponding notice (hereinafter referred to as "**Notification of Tariff Change**") indicating the date of entry into force of the new rates remuneration of the Bank for all or part of the Banking Services provided by the Bank to the Client in accordance with this Agreement. At the same time, the Notification of Tariff Change is considered properly sent to the Client, if it is sent by the Bank to the Client in paper form or in electronic form (using the means of the Client-Bank System) or using other means of communication agreed by the Parties. In the event that the Bank sends a Notification of Tariff Change in paper form, the Client is considered notified of the change and/or addition of tariffs for all or part of the Banking Services provided by the Bank to the Client in accordance with this Agreement, on the day the Bank sends the corresponding Notification of Tariff Change to the Client's address.

In the case of the Client's disagreement with the new amounts of the Bank's remuneration specified in the relevant Tariff Package or specified in the Notification of Tariff Change, the Client is obliged to notify the Bank of this in paper or electronic form (using the means of the Client-Bank System). In this case, starting from the next Banking Day after the date of receipt by the Bank from the Client of a notification of the Client's disagreement with the new amounts of the Bank's remuneration determined by the relevant Tariff Package or specified in the relevant Notification of Tariff Change, the Client shall make payment for the Banking Services provided by the Bank under this Agreement in the amounts stipulated by the Bank's Standard Tariffs.

In the event that the Notification of Tariff Change provides for a period of application of the new amounts of the Bank's remuneration for all or part of the Banking Services provided by the Bank to the Client in accordance with this Agreement, then after the expiration of such period, the amount of the Bank's remuneration for the relevant Banking Services is determined in accordance with the Bank's Standard Tariffs posted on the Bank's Official Website.

4.4. By signing the Application for the provision of banking services, the Client assumes the risks and the obligation to independently monitor the presence/absence of information regarding the introduction of changes and/or addendum to the public part of the Agreement and/or to the Bank Tariffs during the validity of this Agreement by visiting the Bank's Official Website, checking receipts

messages in the Client-Bank System, means of electronic or other technical communication, as well as perusal of information placed in publicly accessible places for Clients in the Bank's institutions.

4.5. Changes and/or addendum to the public part of the Agreement and/or to the Bank's Standard Tariffs and/or Tariff Packages are accepted and agreed to by the Client, if within 7 (seven) calendar days from the date of notification by the Bank (including the date of notification) about the introduction of changes and/or addendum to the public part of the Agreement and/or the Bank's Standard Tariffs and/or Tariff Packages, the Client will not notify the Bank of the termination of this Agreement in accordance with the procedure provided for in section 15 of this Agreement.

4.6. The procedure for making changes and/or addendum to the «Welcome» Overdraft Rules is determined by the «Welcome» Overdraft Rules.

## 5. FEATURES, PROCEDURE AND CONDITIONS FOR USING BANKING SERVICES

### 5.1. "ACCOUNT OPENING AND PAYMENT TRANSACTIONS" BANKING SERVICE

**Terms and concepts in this clause 5.1 of the Agreement has the following meanings:**

**Electronic Signature or ES** - Simple Electronic Signature or Advanced Electronic Signature or Qualified Electronic Signature.

**Qualified Electronic Signature or Qualified ES** – an advanced electronic signature that is created using a qualified electronic signature tool and is based on a Qualified Public Key Certificate.

**Qualified Open Key Certificate** – a public key certificate that meets the requirements of the Law of Ukraine "On Electronic Trust Services", issued by a qualified provider of electronic trust services, a certification center or a central certification body.

**Simple Electronic Signature or Simple ES** - any type of electronic signature, except Qualified Electronic Signature and Advanced Electronic Signature.

**Payment Instruction** – a document that is the order of the initiator (payer, beneficiary, collector, encumbrancer) of the Bank regarding the execution of a payment transaction. A reference to the term "Settlement Document" in the text of the Application for the provision of banking services/Application for changing the terms of use of banking services concluded by the Parties is considered a reference to the term "Payment Instruction".

**Open Key Certificate** - an electronic document issued by the Bank's key certification center, which certifies the validity and ownership of the open key to the Authorized Person.

**Authorized Person** - a person who, in accordance with the procedure established by the Legislation, on his/her own behalf or on behalf of the person he/she represents, imposes an ES during the creation of an electronic document.

In this clause 5.1 of the Agreement, the term "**Advanced Electronic Signature**" or "**Advanced ES**" is used in the meaning given in clause 5.2 of this Agreement.

*The reference in the text of the Application for the provision of banking services/Application for changing the terms of use of banking services concluded by the Parties to the "OPENING A CURRENT ACCOUNT AND PERFORMING SETTLEMENT AND CASH SERVICE" Banking Service shall be considered a reference to the "OPENING AN ACCOUNT AND PAYMENT TRANSACTIONS" Banking Service.*

*In this clause 5.1. of the Agreement, the Banking Service shall mean  
"ACCOUNT OPENING AND PAYMENT TRANSACTIONS" Banking Service*

#### 5.1.1. TERMS AND PROCEDURE FOR OPENING AN ACCOUNT FOR A CLIENT.

5.1.1.1. The Bank opens an Account for the Client after fulfilling all the following conditions:

- provision by the Client to the Bank of duly prepared and executed documents necessary for the identification (verification) of the Client, as well as his/her authorized persons, in accordance with the procedure established by the Legislation and/or internal documents of the Bank;
- identification and verification of the Client and his/her authorized persons by the Bank;
- provision by the Client to the Bank of a duly completed and executed Applications for opening an account, as well as other documents required for opening an Account in accordance with the Legislation and/or internal documents of the Bank.

5.1.1.2. The Bank opens an Account for the Client based on the Application for opening an account.

At the same time, the Client has the right to open only one Current Account for the formation of the authorized/composite capital or share/indivisible fund of the business entity-legal entity (in national and/or foreign currency).

A Current Account can be opened for the Client only if the Client has an open Current Account with the Bank or if the Client opens a Current Account with the Bank at the same time.

**Note:** during the period of martial law in Ukraine, the Bank, at its discretion, may open a Current Account for the Client without the Client submitting a corresponding Application for opening an account.

5.1.1.3. The Bank may open an Account for the Client in national currency and/or foreign currency in which the Bank has a corresponding correspondent account. The currency of the Account is determined by the Client in the Application for opening an account.

5.1.1.4. The Account number is specified by the Bank in the Application for opening an account.

The number of the Current Account in respect of which the Client is provided with the Banking Service is indicated in the Application for the provision of banking services or the Application for changing the terms of using banking services.

The numbers of the Current Accounts for which the Client is provided with Banking Services are specified in the Application for the provision of banking services or the Application for changing the terms of using banking services or the Application for opening an account.

In the event that the Client opens an additional Current Account with the Bank, the Client may stipulate in the relevant Application for account opening that the provision of payment and other services under the Contract for such Current Account shall be carried out in the manner and under the conditions stipulated in the Application for the provision of banking services previously concluded between the Bank and the Client (taking into account changes and addendum to it). In this case, the conclusion between the Parties of the Application for changing the conditions of using banking services regarding the change of numbers of Current Accounts for which Banking Services are provided in accordance with the relevant Application for the provision of banking services (taking into account changes and addendum to it) is not required, but the date of opening of the Current Account, specified in the relevant Application for opening an account, is the date of conclusion of this Agreement by the Parties regarding the relevant additional Current Account.

For the avoidance of doubt, the Client and the Bank may enter into an unlimited number of Applications for the provision of banking services, each of which may provide for the provision of Banking Services for different Current Accounts.

5.1.1.5. The Bank does not credit the Account, unless otherwise provided for in the Application for the provision of banking services/Application for changing the terms of use of banking services or a separate agreement.

5.1.1.6. The Bank does not charge interest (percentage) on the balance of funds on the Account, unless otherwise established by the Bank Tariffs, or unless otherwise agreed in accordance with clause 5.4 of this Agreement, or a separate agreement between the Parties.

5.1.1.7. By signing the Application for the provision of banking services, the Client confirms that he/she has provided the Bank with all documents confirming the authority of the persons indicated on the card with sample signatures and entitled to the first and second signatures/List of Managers, and that there are no other documents (in including, but not limited to: rules, procedures, regulations, internal local regulatory documents), which in some way limit the competence and/or terms of authority of the persons who are indicated in the card with sample signatures and have the right to the first and second signatures/List of Managers, regarding managing the Client's Bank Account and signing payment instructions.

5.1.1.8. The effect of this clause 5.1 of the Agreement applies to all Client's Accounts (except accounts for which transactions are carried out using corporate (business) payment instruments, deposit accounts and escrow accounts) opened by the Client in the Bank.

## **5.1.2. PROCEDURE FOR MAKING PAYMENT TRANSACTIONS**

5.1.2.1. The Bank carries out payment transactions on the Client's Account in accordance with the procedure and conditions provided for in the Agreement, the Application for the provision of banking services/Application for changing the conditions for using banking services, the Bank Tariffs, other agreements between the Client and the Bank and in accordance with the Legislation.

5.1.2.2. The Client can use all forms of payments that do not contradict the Legislation.

Funds are debited from the Current Account based on and in accordance with the Payment Instructions, unless otherwise stipulated by the Agreement.

Payment Instructions must contain all the necessary details required for the corresponding type of Payment Instruction in accordance with the Legislation and internal documents of the Bank.

The Payment Instruction is filled out by the Client himself/herself. If there is a technical possibility and in case the Client initiates the Payment Instruction by means of the Client-Bank System, name/surname, name, patronymic (if available) of the payer, payer code, name/surname, name, patronymic (if available) of the beneficiary, the beneficiary code and his/her account number can be filled in automatically.

The Client is responsible for the correctness of the details of the payer and beneficiary, account numbers and any other information contained in the Payment Instruction.

In the event of any errors in the Payment Instruction, the Bank shall not be liable for any losses, damages or losses incurred by the Client and/or any third party as a result of the Bank's execution of such Payment Instruction.

5.1.2.3. At the Client's request, before initiating a payment transaction, the Bank provides the Client with the means of the Client-Bank System with the information provided for in Part 1 of Article 31 of the Law of Ukraine "On Payment Services". At the same time, such a request from the Client is sent to the Bank exclusively by means of the Client-Bank System at least 1 (one) Banking Day before the initiation of the corresponding payment transaction.

At the Client's request after initiating a payment transaction, the Bank provides the Client with the means of the Client-Bank System with the information provided for in Part 2 of Article 31 of the Law of Ukraine "On Payment Services" within 3 (three) Banking Days from the date the Bank receives the Client's corresponding request.

The information provided by parts 4 and 5 of Article 31 of the Law of Ukraine "On Payment Services" is provided by the Bank to the Client in the form of a statement from the Account in accordance with the periodicity agreed by the Parties. Such a statement from the Account is provided by the Bank to the Client in accordance with the procedure provided for in clause 5.1.2.18 of the Agreement. At the same time, such an Account statement is provided by the Bank free of charge once during a calendar month.

5.1.2.4. The Payment Instruction can be submitted to the Bank in paper or electronic form.

At the same time, the Payment Instruction initiated by the Client can be submitted in paper form to any branch/institution of the Bank and must contain the signatures of the authorized representatives of the Client specified in the card with sample signatures/List of Managers, and an imprint of the Client's seal (if any the imprint of the seal is contained in the card with sample signatures/List of Managers), and the Payment Instruction initiated by the Client must be submitted in electronic form exclusively by means of the Client-Bank System and must be sealed by the Advanced ES or the Qualified ES of the authorized representatives of the Client indicated in the card with samples of signatures/List of Managers.

A Payment Instruction initiated by the beneficiary (unless the beneficiary is the Bank) or the encumbrancer (unless the encumbrancer is the Bank) is submitted to the Bank in paper form, unless otherwise provided for in a separate agreement between the Bank, the beneficiary (encumbrancer) and the Client.

The Payment Instruction initiated by the debt collector shall be submitted to the Bank in accordance with the procedure provided by the Law.

5.1.2.5. Starting from the date of entry into force of the Law of Ukraine "On Payment Services", the Client gives his/her consent to the execution by the Bank of each payment transaction initiated by the Client by signing the response to the Payment Instruction by the Client/authorized persons of the Client. From the moment the Client/authorized persons of the Client sign the Payment Instruction as stipulated in clause 5.1.2.4 of the Agreement, a payment transaction, for the execution of which a corresponding Payment Instruction has been submitted to the Bank, is considered accepted by the Client.

If other terms are not stipulated by this Agreement and/or any other agreement between the Bank and the Client, before the debiting of funds from the Client's Account or before the date of value of the Payment Instruction, the Client has the right to withdraw his/her consent to the execution of the payment transaction by submitting the appropriate order to the Bank on withdrawal of consent to perform a payment transaction. Such an order on withdrawal of consent to the execution of a payment transaction can be submitted to the Bank in paper form (must contain signatures of authorized representatives of the Client) or in electronic form (submitted exclusively by means of the Client-Bank System and must be sealed by an Advanced ES or a Qualified ES of authorized representatives of the Client) and must be drawn up in accordance with the sample given in Annex No. 1 to this Agreement. In the event that the order for withdrawal of consent to the payment transaction submitted by the Client does not contain the signatures of the authorized representatives of the Client (or the Advanced ES or the Qualified ES of the authorized representatives of the Client - in the case of submitting the order in electronic form) and/or contains any errors, the Bank shall the right not to accept for execution such an order on withdrawal of consent to perform a payment transaction.

In the event that the Client withdraws his/her consent to the execution of a payment transaction in accordance with the procedure provided for in clause 5.1.2.5 of the Agreement, such a payment transaction is not executed by the Bank, and the Payment Instruction is returned without execution.

In the cases stipulated by the Legislation, the Bank may perform payment transactions without obtaining the Client's consent to perform them.

5.1.2.6. Unless otherwise provided for in this Agreement, the Bank shall accept the Payment Instruction for execution in the manner and within the time limits provided by the Legislation.

The Bank has the right to refuse to accept the given Payment Instruction for execution in cases, if:

- (i) there are no accompanying documents, the provision of which together with the Payment Instruction is provided for by the Legislation, or the period of validity of these accompanying documents has expired; or
- (ii) the Payment Instruction and/or the accompanying documents are drawn up in violation of the Legislation, including the normative legal acts of the NBU, and/or the internal rules of the Bank, or
- (iii) the Payment Instruction cannot be executed due to insufficient balance of funds on the Account, or
- (iv) for other reasons provided by the Legislation and/or this Agreement.

5.1.2.7. If other terms are not stipulated by this Agreement or any other agreement between the Parties, the Payment Instruction may be revoked by the initiator in the manner and within the time limits provided by the Law, by submitting to the Bank an order to revoke the Payment Instruction or in case the Bank receives an order to revoke the Payment Instruction from the beneficiary's payment service provider (in the case of initiating a payment transaction according to the relevant Payment Instruction by the beneficiary).

In the event that the Client is the initiator of the payment transaction under the relevant Payment Instruction, the order to withdraw the Payment Instruction may be submitted to the Bank in paper form (must contain the signatures of the authorized representatives of the Client) or in electronic form (submitted by the Client exclusively through the means of the Client-Bank System and must be sealed by an Advanced ES or a Qualified ES of authorized representatives of the Client) and must be drawn up in accordance with the sample given in Annex No. 2 to this Agreement. In the event that the submitted order to withdraw the Payment Instruction does not contain the signatures of the authorized representatives of the Client (or the Advanced ES or the Qualified ES of the authorized representatives of the Client - in the case of submitting the order in electronic form) and/or contains any errors, the Bank has the right not to accept execution of such an order to withdraw the Payment Instruction.

In case of withdrawal of the Payment Instruction by the initiator in accordance with the procedure provided for in clause 5.1.2.5 of the Agreement, the payment transaction according to such Payment Instruction is not performed by the Bank, and the Payment Instruction is returned without execution.

In the event that the initiator of the payment transaction under the relevant Payment Instruction is the debt collector, the withdrawal of such Payment Instructions shall be carried out in accordance with the procedure provided by the Law.

5.1.2.8. The Bank shall accept for execution and execute Payment Instructions in national currency within the terms and in the manner provided by the Law.

If, in accordance with the Law, the Bank carries out additional analysis of documents (information) on foreign exchange transactions, the Bank shall accept for execution Payment Instructions in foreign currency relating to such foreign exchange transactions within 3 (three) Banking Days from the date of receipt of the relevant Payment Instruction in foreign currency (excluding the date of receipt). In other cases, the Bank shall accept Payment Instructions in foreign currency for execution within the time limits provided by the Law.

The Bank shall execute Payment Instructions in foreign currency within the Transaction Day from the moment of acceptance of the relevant Payment Instruction in foreign currency for execution.

The Bank performs payment transactions within the terms and in the manner prescribed by the Law.

The Bank executes Payment Instructions in accordance with the sequence of their receipt and exclusively within the limits of the balance of funds on the Client's Account at the time of receipt of the Payment Instruction, unless otherwise established by this Agreement or other agreements between the Client and the Bank.

The Bank has the right (but not the obligation) to execute the Client's Payment Instructions taking into account the amounts credited to the Client's Account during the Transaction Day (current receipts).

5.1.2.9. In the event that the Client is the beneficiary of the payment transaction, the Bank shall credit the Client's Account within the terms stipulated by the Legislation.

In the case of crediting to the Bank's account the funds returned by the beneficiary's payment service provider for a payment transaction, the amount of which was not paid in cash due to the beneficiary's non-appearance, the Bank informs the Client about the return of such funds by sending a corresponding message through the means of the Client-Bank System.

5.1.2.10. The Bank has the right to suspend any or all transactions on the Account or refuse the Client to perform transactions on the Account in the following cases:

(i) if the Bank has doubts about the authority of the persons who signed the Payment Instruction and/or the Client's application for the purchase, exchange and/or sale of foreign currency, and the Client has not provided properly executed documents confirming their authority or if the Bank has doubts that the Payment Instruction and/or the Client's statement on the purchase, exchange and/or sale of foreign currency was signed by an authorized person of the Client, and not as a result of interference by third parties in the work of the Client-Bank System, or

(ii) if the Bank has reason to believe that any financial transaction of the Client may be related to the legalization (laundering) of proceeds obtained through crime, the financing of terrorism or the financing of the proliferation of weapons of mass destruction **or violation of sanctions legislation;**

(iii) impossibility of identification (verification) of the Client in accordance with the Legislation and/or internal documents of the Bank, including the Client's failure to provide the necessary documents or information to clarify the essence of his/her activity, financial condition, or the Client's intentional provision of false information;

(iv) in other cases stipulated by the Agreement and/or the Legislation.

5.1.2.11. In case the Bank suspends transactions on the Account or the Client refuses to carry out transactions on the Account on the basis of sub clauses (ii) and/or (iii) of clause 5.1.2.10 of this Agreement, the Client must provide the Bank with documents or other information confirming the legality and content relevant transactions, as well as documents required by the Bank for identification (verification) of the Client in accordance with the Legislation and/or internal documents of the Bank.

If, within 30 (thirty) calendar days, the Client has not provided the Bank with the documents or information necessary to confirm the legality and content of the transaction, which caused doubts in the Bank, regarding the essence of the Client's activities, his financial condition and/or other documents that the Bank needs for identification (verification) of the Client in accordance with the Legislation and/or internal documents of the Bank, the Bank has the right to unilaterally refuse this Agreement and close the Client's Account in accordance with the procedure provided for in this Agreement.

5.1.2.12. In case the Bank suspends transactions on the Account or the Client refuses to carry out transactions on the Account in accordance with clause 5.1.2.10 of this Agreement, the resumption of expenditure transactions on the Client's Account is carried out in the cases and in the manner stipulated by this Agreement, the Bank's internal documents and the Law.

5.1.2.13. Crediting of cash funds to the Account and withdrawal of cash funds from the Account, as well as other transactions of the Client with cash are carried out in accordance with the procedure provided by the Legislation and internal documents of the Bank, taking into account the provisions of this Agreement.

By signing the Cash Document, the Client confirms that the Bank has provided him, free of charge and in full, with the information provided for in clauses 8<sup>2</sup> and 8<sup>3</sup> of the Instructions on the Procedure for Organizing Cash Work by Banks and Conducting Payment Transactions by Payment Service Providers in Ukraine, approved by Resolution of the Board of the NBU No. 103 dated 25 September 2018 (hereinafter referred to as "**Instruction No. 103**").

The Client may withdraw cash in national currency from his/her Current Account by a payment instruction for cash withdrawal executed in paper or electronic form\*. Such payment instruction for cash withdrawal in paper form must be signed by an authorised person of the Client and affixed with the Client's seal (if the Client's seal is included in the List of Managers). Such a payment instruction for cash withdrawal in electronic form\* shall be submitted by the Client to the Bank via the Client-Bank System and shall be signed using a Qualified Electronic Signature or an Advanced Electronic Signature of the Client's authorised person (use of the Client's electronic seal is optional). At the same time, in case the Client receives cash in national currency under a payment instruction for cash withdrawal, the Client is obliged to provide the Bank with a power of attorney in electronic form for an authorised person for each payment transaction for cash withdrawal via the Client-Bank System.

\***Note:** The Client may receive cash from the Current Account under a payment instruction for cash withdrawal executed in electronic form if the relevant technical capability is available.

In the event that the Bank issues cash in foreign currency to Clients who are resident legal entities or representative offices of non-resident legal entities, from their Current Accounts opened with the Bank, such Clients are obliged to use the cash foreign currency exclusively for the purposes for which it was received, except for the cases provided by the Law.

The Client has the right to specify the currency value date in the payment instruction for cash transfer.

The Bank forms and provides the Client with the appropriate Cash Document (receipt/ATM check, slip) in paper form for transactions of issuing cash or accepting it for crediting to the relevant account using payment devices.

After completing the acceptance of cash, the Bank provides the Client with a receipt (the second copy of the cash order) or another document confirming the deposit of cash in the relevant payment system in paper form.

After completing the cash disbursement, the Bank provides the Client with one copy of the disbursement cash document (payment instruction for disbursement of cash, disbursement cash order) in paper form.

The receipt of the payment terminal, the slip made by the Bank in the case of a cash transaction, must contain the details provided for by Instruction No. 103, including the signature of the Client/authorized persons of the Client, unless otherwise provided by internal bank rules, rules of the payment system and/or acquirer, internal documents of the Bank.

5.1.2.14. In the event of an erroneous, improper or unaccepted payment transaction, the Client is obliged within three working days from the date of receipt of the notification to the Bank about the execution of an erroneous, improper or unaccepted payment transaction to initiate a payment transaction in favor of the Bank in the amount equivalent to the amount of funds credited to him as a result of the erroneous, improper or an unaccepted payment transaction. At the same time, the Client is obliged to immediately notify the Bank of an erroneous, improper or unaccepted transfer of funds to the Client's Account and to return such funds.

In the event that the Client has not returned to the Bank the amount of the erroneous, improper or unaccepted payment transaction credited to the Client's Account, the Client hereby instructs and gives consent to the Bank to Debit the Account in the amount of the erroneous, improper or unaccepted payment transaction credited to his Account, as well as the amount penalties for the untimely return of the amount of an erroneous, improper or unaccepted payment transaction (in case of its accrual), in the manner and in the manner provided for in section 6 of this Agreement.

If in the event of an erroneous, improper or unaccepted payment transaction in respect of which the Client is an improper payer, the Bank has reimbursed the Client for the amount of such payment transaction, the Client shall immediately (within one Banking Day) after the amount of such erroneous, improper or unaccepted payment transaction is returned to the Client by the improper recipient, pay the Bank the amount returned by the improper recipient under the relevant erroneous, improper or unaccepted payment transaction.

5.1.2.15. Seizure and forced debiting (recovery) of funds from the Client's Account is carried out on the basis and in the manner provided by the Legislation.

In the case of seizure of funds on the Client's Account, transactions on such Account are carried out taking into account the restrictions and in the manner prescribed by the Legislation.

5.1.2.16. In the cases stipulated by the Legislation, the Client is obliged in the Application for the provision of banking services or the Application for changing the conditions of using banking services to agree with the Bank on the terms of handing over cash proceeds (cash) and to agree on the change of the specified terms in a timely manner (in advance).

5.1.2.17. The Bank carries out transactions with checks in the manner prescribed by the Legislation, the Bank's internal documents and other agreements between the Client and the Bank.

5.1.2.18. The Bank undertakes to provide the Client with statements from the Account in accordance with the periodicity agreed by the Parties (daily, weekly, monthly, etc.), as well as other messages and/or references related to the Account as agreed by the Parties. Issuance of a duplicate statement from the Account is carried out at the separate request of the Client with payment according to the Bank Tariffs.

Statements from the Account are provided by the Bank to the Client in electronic form and are signed by a Qualified Electronic Signature of an authorized person of the Bank. Statements from the Account, notifications and other documents related to the Account are provided in paper form at the separate request of the Client and after payment by the Client of the corresponding commission in accordance with the Bank Tariffs.

**Note:** The parties have agreed that the Qualified Electronic Signature affixed to the Account statements in electronic form is legally equivalent to a handwritten signature and confirm that the Account statements in electronic form are the primary document in accordance with the requirements of the Legislation.

From the Account statement, the Client receives information about the amount of foreign currency bought or sold or exchanged, the amount of all costs paid by the Client for these transactions and, based on the amounts debited/credited from/to the Accounts, receives information about the exchange rate at which a foreign currency purchase/sale/exchange transaction was carried out by the Bank.

The Client is obliged to regularly check statements regarding the correctness of payment transactions and within no more than 1 (one) Banking Day from the date of the Bank's provision of the statement from the Account to notify the Bank in writing of all observed inaccuracies or errors in statements from the Account or non-recognition (not confirmation) of the final balance on the Account. If, within 1 (one) Banking Day after the date of the Bank's provision of the Account statement, notification or other information relating to the Account, the Client does not submit written objections to the content of such Account statement, notification or other information to the Bank, it is considered that the Client agrees and confirmed the correctness of the content of such documents.



5.1.2.19. The Bank, on behalf of the Client, on the basis of the Client's orders for purchase, exchange and/or sale of foreign currency, as well as other documents provided by the Client in accordance with the requirements of the Law, concludes on its own behalf, but at the expense of the Client, transactions for purchase, exchange and/or sale of non-cash foreign currency on the terms and conditions specified in this Agreement and the Client's orders for purchase, exchange and/or sale of foreign currency at the Authorised Bank's Rate, the Client's Rate or the Online Rate. The amount of the Bank's remuneration (commission) for the transactions provided for in this clause of the Agreement shall be determined by the Bank's Tariffs.

**Note:** The Parties agree that the mandatory details of the Client's orders for purchase, exchange and/or sale of foreign currency shall be agreed upon by the Parties in each specific order for purchase, exchange and/or sale of foreign currency signed by the Client's authorised representative and accepted by the Bank for execution. At the same time, each such Client's order for purchase, exchange and/or sale of foreign currency accepted by the Bank shall be deemed a separate transaction (agreement) between the Bank and the Client. The Bank shall accept the Client's orders for purchase, exchange and/or sale of foreign currency for execution only if the Client's Account contains funds in the relevant currency in the amount sufficient to fulfil the terms of such Client's order for purchase, exchange and/or sale of foreign currency. The Bank shall have the right not to accept the Client's order for purchase, exchange and/or sale of foreign currency if the Client has executed such order for purchase, exchange and/or sale of foreign currency in violation of the Law, the NBU regulations and/or the Bank's internal documents. The Client's order for purchase, exchange and/or sale of foreign currency shall be deemed returned without execution if the Bank has sent the Client a relevant notice in paper form or in electronic form (via the Client-Bank System). The Client shall have the right to postpone the date of purchase of foreign currency to another Transaction Day, purchase foreign currency in an amount less than that specified in the submitted foreign currency purchase order, withdraw the foreign currency purchase order in full in accordance with the procedure established by the Law and the Bank's Tariffs. The Bank shall have the right to return the Client's order without execution if it is impossible to purchase, exchange and/or sell foreign currency on the interbank foreign exchange market of Ukraine at the Client's Rate specified in such order.

5.1.2.20. By signing the Application for the provision of banking services, the Client instructs and gives his/her consent to the Bank to transfer (debit) from the Account in the appropriate currency the amount of funds required for the purchase, sale and exchange of foreign currency, and the amount of the mandatory state pension insurance fee, as well as other fees and mandatory payments, if such fees and mandatory payments must be paid in accordance with the Legislation.

5.1.2.21. The Bank has the right to exchange funds belonging to the Client in a foreign currency for another foreign currency on the Client's behalf on the basis of a commission. The deadline for the execution of such commission order of the Client is determined by the Legislation. The amount of the Bank's commission fee for transactions performed in accordance with this clause is determined by the Bank Tariffs.

5.1.2.22. The Bank is not responsible for any risk arising as a result of changes/fluctuations in currency rates during the execution of international payments and currency transactions; such risk rests solely with the Client.

5.1.2.23. In addition to the cases when the contract between the Bank and the Client provides for the Bank's acceptance and execution of Payment Instructions in the absence/insufficiency of funds on the Client's Account, in the event that for any reason a negative balance of funds has formed on the Client's Account (hereinafter - "**Unauthorized Overdraft**"), the Client is obliged to return the Unauthorized Overdraft to the Bank immediately, on the day of the Unauthorized Overdraft. In the case of non-return of the Unauthorized Overdraft by the Client within the period provided for in this clause 5.1.2.23 of the Agreement, the Client is obliged to pay the Bank a penalty in the amount of twice the annual NBU accounting rate effective at the time (during the term) of the debt due to the Unauthorized Overdraft, on the amount of the debt due to the Unauthorized Overdraft for each day of delay. Such interest is payable by the Client immediately upon the Bank's first demand.

Upon receipt of any amount of funds to the Account, such funds are automatically directed to the repayment of the Unauthorized Overdraft.

5.1.2.24. In case of initiation of a payment transaction, which in the opinion of the Bank may be fraudulent and/or is suspicious, the Bank has the right, but not the obligation, to send: (1) to the person with the right to SMS confirmation of suspicious payment transactions, which is specified in the Application for the Provision of Banking Services/the Application for Changing the Conditions of Using Banking Services, and/or (2) to any of the persons specified in the Client's separate application for granting the right to receive SMS confirmation of suspicious payment transactions (hereinafter referred to as the "SMS Confirmation Application"), an SMS message with a code to confirm the possibility of carrying out the corresponding payment transaction, which, in the Bank's opinion, may be fraudulent and/or suspicious. Such an SMS message can be sent by the Bank: (1) to the person who, according to the Application for the Provision of Banking Services/Application for Changing the Conditions of Using Banking Services, has been granted the right to SMS confirmation of suspicious payment transactions, to the phone number of such a person specified in the corresponding Application for the Provision of Banking Services/Application for Changing the Conditions of Using Banking Services or in the Client's personal (electronic) account in the Client-Bank System, and/or (2) any person who, according to the SMS Confirmation Application, has been granted the right to SMS confirmation of suspicious payment transactions, to the phone number of such a person, specified in the corresponding SMS Confirmation Application or in the Client's personal (electronic) account in the Client-Bank System. After confirmation of the possibility of carrying out a payment transaction, which in the opinion of the Bank may be fraudulent and/or suspicious (such confirmation shall be carried out by entering the code specified in the corresponding SMS message of the Bank), by any of the persons to whom, according to the Application for the Provision of Banking Services/Application for Changing the Conditions of Using Banking Services and/or the SMS Confirmation Application, the right to SMS confirmation of suspicious payment transactions has been granted, the Bank shall perform such a payment transaction.

### **5.1.3. PECULIARITIES OF PAYMENT TRANSACTIONS ON CURRENT ACCOUNTS OF CLIENTS WITH SPECIAL MODES OF USE, ACCOUNTS 2606 "FUNDS ON DEMAND OF BUSINESS ENTITIES LICENSED TO PROVIDE COLLECTION SERVICES, COLLECTED FOR FURTHER TRANSFER" AND ACCOUNTS 2654 "CURRENT ACCOUNTS OF NON-BANK FINANCIAL PAYMENT SERVICE PROVIDERS"**

5.1.3.1. The Bank carries out payment transactions, currency transactions, as well as any other transactions for Current Accounts with a special mode of use, exclusively within the limits and in accordance with the Legislation.

5.1.3.2. Client's Account 2606 «Funds on demand of business entities licensed to provide collection services, collected for further transfer» includes the sums of collected funds for their further transfer as intended, and the sums of funds transferred from the Current Accounts of business entities, which received a license to provide collection services.

Account 2654 «Current accounts of non-bank financial payment service providers» is credited with the sums of funds received for the performance of payment transactions by users of payment services; sums of funds transferred from another own Current Account or from the Client's own Current Account, which is a non-bank financial payment service providers, in cases provided by the Law.

5.1.3.3. The Client has the right to transfer funds from Account 2606 "Funds on demand of business entities licensed to provide collection services, collected for further transfer":

(i) to the bank with which the Client has concluded an agency agreement and which is specified in the Application for the provision of banking services or the Application for changing the conditions of using banking services;

(ii) to banks/authorized banks/NBU for cash;

(iii) in other cases not prohibited by the Law.

5.1.3.4. The Client is obliged to comply with the requirements of the Legislation, this Agreement and the Bank's internal documents when carrying out transactions on the Current Account with a special mode of use, Account 2606 «Funds on demand of business entities licensed to provide collection services, collected for further transfer» and Account 2654 "Current accounts of non-bank financial payment service providers".

5.1.3.5. The parties agreed that the Bank does not exercise control and is not responsible for transactions carried out by the Client on the Current Account with a special mode of use and/or Account 2606 «Funds on demand of business entities licensed to provide collection services, collected for further transfer» and/or Account 2654 "Current accounts of non-bank financial payment service providers", subject to the Client's compliance with the intended use of the Current Account with a special mode of use and/or Account 2606 "Funds on demand of business entities licensed to provide collection services, collected for further transfer" and/or Account 2654 "Current accounts of non-bank financial payment service providers", as well as the requirements of the Legislation when carrying out transactions on a Current Account with a special mode of use and/or Account 2606 "Funds on request of economic entities, which received a license to provide collection services, collected for further transfer" and/or Account 2654 "Current accounts of non-bank financial payment service providers".

Responsibility for the compliance of transactions on the Current Account with a special mode of use, Account 2606 «Funds on demand of business entities licensed to provide collection services, collected for further transfer» and Account 2654 "Current accounts of non-bank financial payment service providers" with the requirements Legislation rests exclusively on the Client.

5.1.3.6. In the event that as a result of transactions by the Client on the Current Account with a special mode of use and/or Account 2606 «Funds on demand of business entities licensed to provide collection services, collected for further transfer» and/or Account 2654 "Current accounts of non-bank financial payment service providers", the Bank incurs any costs, expenses and/or losses, then such costs, expenses and losses shall be reimbursed by the Client within 5 (five) calendar days from the date of sending the corresponding demand by the Bank.

### **5.1.4. RIGHTS, OBLIGATIONS AND RESPONSIBILITIES OF THE PARTIES**

#### **5.1.4.1. The Bank is obliged to:**

5.1.4.1.1. open an Account for the Client after the Client fulfills all the conditions specified in clause 5.1.1.1 of this Agreement, and subject to the Bank's approval of the Application for the provision of banking services submitted by the Client in the manner provided for in this Agreement;

5.1.4.1.2. provide Banking Services provided for in this clause 5.1 of the Agreement, in the Transaction Time;

5.1.4.1.3. execute the Client's Payment Instructions, which do not contradict the requirements of the Legislation, within the terms and in the manner established by this Agreement and the Legislation;

5.1.4.1.4. provide the Client with statements from the Client's Account in accordance with the terms of this Agreement;

5.1.4.1.5. perform other duties stipulated by this Agreement.

#### **5.1.4.2. The Bank has the right to:**

5.1.4.2.1. suspend the performance of any or all transactions on the Account or refuse the Client to perform transactions on the Account in cases provided for by this Agreement and/or the Legislation;

5.1.4.2.2. carry out compulsory debiting (recovery) of funds from the Client's Account in cases provided for by the Legislation;

5.1.4.2.3. debit the Account in accordance with the procedure provided for in clause 6 of this Agreement;

5.1.4.2.4. close the Client's Account and/or unilaterally terminate this Agreement in the cases stipulated by this Agreement and/or the Legislation;

5.1.4.2.5. other rights provided for by this Agreement and/or the Legislation.

#### **5.1.4.3. The Client is obliged to:**

- 5.1.4.3.1. when conducting transactions on the Account, comply with the requirements of the Accounts Payable Agreement, the Bank's internal documents and this Agreement;
- 5.1.4.3.2. in advance (within the terms established by the Bank Tariffs) to provide payment instructions for issuing cash from the Bank's cash desk;
- 5.1.4.3.3. provide at the request of the Bank (within the period specified in such a request) information and documents necessary for the Bank to exercise its powers in the field of currency control, as well as in the field of prevention and countermeasures against the legalization (laundering) of proceeds obtained through crime, the financing of terrorism and the financing of arms proliferation mass destruction, in the field of sanctions Legislation, as well as identifying and documenting information about the Client's ties with a state that carries out armed aggression against Ukraine and citizens/residents of such a state;
- 5.1.4.3.4. immediately notify the Bank about the crediting of the amount of an erroneous, improper or unaccepted payment transaction to the Account and return such funds in accordance with the requirements of the Legislation and this Agreement;
- 5.1.4.3.5. within 3 (three) working days from the date of receipt of the notification to the Bank about the implementation of an erroneous, improper or unaccepted payment transaction, in respect of which the Client is an improper recipient, to initiate a payment transaction in favor of the Bank in the amount equivalent to the amount of funds credited to the Client as a result of an erroneous, improper or unaccepted payment transaction;
- 5.1.4.3.6. timely and in full to make payment for received Banking services /performed transactions in accordance with the Bank Tariffs in force at the time of the relevant transactions;
- 5.1.4.3.7. timely (no later than 1st (first) February of the year following the reporting year) provide the Bank with an annual confirmation of the balance of funds on the Account (as of 1st January). If the Client has not provided confirmation of the balance of funds on the Account within the above-mentioned period, the balance of funds on the Account is considered confirmed by the Client;
- 5.1.4.3.8. if there have been any changes to the Client's data contained in the documents provided by the Client to the Bank for opening an Account, provide the Bank with new documents (changes) confirming such changes within 5 (five) Banking Days from the date of entry corresponding changes.
- 5.1.4.3.9. immediately inform the Bank, with the provision of relevant documentation, about any changes in the list of persons who have the right to manage the Account and sign payment instructions, about any restrictions on the powers of persons specified in the card with sample signatures/List of Managers, changes in documentation, or the design of documentation, which affects the content or validity of the documentation provided to the Bank. In the event that the Client does not provide such documentation, the Bank shall not be liable for transactions on the Client's Account carried out on behalf of the persons indicated in the card with sample signatures/List of Managers at the time of such transaction, until the moment when updated documentation is provided to the Bank and these changes are reflected in files (documents) of the Bank, including, but not limited to, the Bank's granting of permission to accept a new card with sample signatures/new List of Custodians and/or replacement of keys in the Client-Bank System, etc. At the same time, the Client assures and guarantees that all transactions on the Account are carried out in accordance with the requirements of the Legislation by authorized persons of the Client.
- 5.1.4.3.10. in the case of payment transactions, which are carried out for payment under procurement contracts concluded in accordance with the provisions of the Law of Ukraine "On Public Procurement" dated 25 December 2015 No. 922-VIII" (hereinafter - "**Special Contracts**"), the Client is obliged each time when making payment(s) under Special Contracts, provide (simultaneously with the submission of the Payment Instruction) to the Bank a letter stating that the payment is subject to the Law of Ukraine "On Public Procurement" dated 25 December 2015 No. 922-VIII" (hereinafter referred to as the "**Law**") and with reference to the e-mail address where the corresponding report on the results of the procurement procedure is posted, and other documents, the provision of which is provided for by the requirements of the Law. In case of non-fulfilment/improper fulfillment by the Client of the obligation provided for in this clause 5.1.4.3.10 of the Agreement, the Client bears the responsibility provided by the Legislation for violating the requirements of the Law, and undertakes to reimburse the Bank for all costs, expenses and losses incurred by the Bank as a result of the Bank's failure to verify the documents provided for in clause 5.1.4.3.10 of the Agreement;
- 5.1.4.3.11. perform other duties stipulated by this Agreement and/or the Legislation.

**5.1.4.4. The Client has the right to:**

- 5.1.4.4.1. independently dispose of the funds in his/her Account in compliance with the requirements of the Legislation and this Agreement;
- 5.1.4.4.2. receive cash for needs and in the amounts provided for by the Legislation;
- 5.1.4.4.3. demand timely and full implementation of payment transactions and the provision of other services stipulated by the Agreement;
- 5.1.4.4.4. close the Account and unilaterally terminate this Agreement in the cases and in the manner stipulated by this Agreement;
- 5.1.4.4.5. if the Client is the payer for the payment transaction, the Client has the right to reimbursement of the amount of the executed accepted payment transaction initiated by the beneficiary, in accordance with the procedure provided for in this clause 5.1.4.4.5 of the Agreement, and subject to the simultaneous fulfillment of the following conditions:
- 1) the Client's consent to perform a payment transaction does not contain the exact amount of the payment transaction;
  - 2) the amount of the payment transaction exceeds the maximum amount of payment transactions determined by the terms of the contract between the Client and the beneficiary, about as the Client informed the Bank.
- To reimburse the amount of the completed accepted payment transaction, initiated by the beneficiary, in accordance with this clause 5.1.4.4.5 of the Agreement, the Client within 60 calendar days after the withdrawal of funds from his/her account has the right to submit a written request to the Bank in paper form, a sample of which is given in Annex No. 4 to the Agreement, with a demand for such compensation.
- The Bank is obliged within 10 business days from the date of receipt of the Client's request to reimburse him/her the amount of the payment transaction or to provide a justified refusal of reimbursement.
- 5.1.4.4.6. other rights provided for in this Agreement.

#### **5.1.4.5. Responsibilities of the parties.**

5.1.4.5.1. The Bank bears the responsibility stipulated by the Law for the execution of an erroneous, improper or unaccepted payment transaction.

5.1.4.5.2. In case of violation of the deadlines for crediting the funds received on the Client's Account or the deadlines for the execution of payment transactions at the Client's order due to the fault of the Bank, the latter is obliged to pay the Client a penalty in the amount of 0.01% of the untimely credited or transferred amount for each day of delay, but not more than 0.05% of the specified amount.

The Bank is not responsible for the violation of the deadlines for crediting the funds received to the Client's Account or the deadlines for transferring funds from the Account at the Client's direction if:

- no fault of the Bank;

- failure to comply was due to force majeure or malfunctions in the NBU Electronic Payment System.

5.1.4.5.3. The Bank is not responsible for the impossibility of completing the transfer initiated by the Client due to the Client's incorrect indication of the beneficiary's details; the application of international sanctions to the beneficiary's country of residence, which make the transfer impossible or difficult; violation by the beneficiary's bank of the terms of crediting the transfer to the beneficiary's account; occurrence of circumstances beyond the Bank's control, etc.

5.1.4.5.4. The Bank is exempted from responsibility (including payment of fines and/or damages) for suspension of the Client's Account transactions or refusal to perform transactions on the Client's Account, if such suspension/refusal is based on the grounds provided for in clause 5.1.2.10 of this Agreement.

5.1.4.5.5. If the Client does not return the amount of an erroneous, improper or unaccepted payment transaction that was credited to the Client's Account within 3 (three) working days from the date of receipt of the Bank's notification of the corresponding erroneous, improper or unaccepted payment transaction, the Client is obliged to pay the Bank a penalty in the amount of 0.1% of the amount of such transaction for each day of delay, starting from the date of completion of the relevant payment transaction until the day of refund to the Bank (inclusive), but not more than 10% of the amount of the payment transaction.

5.1.4.5.6. For failure of the Client to pay to the Bank the amount returned by the improper recipient under an erroneous, improper or unaccepted payment transaction for which the Client was an improper payer and for which the Client has previously received a refund from the Bank, within one Banking Day after the Client receives the respective amount from the improper recipient, the Client shall pay the Bank a penalty of 0.1% of the amount returned by the improper recipient for each day of delay, but not more than 10% of the amount of the erroneous, improper or unaccepted payment transaction.

#### **5.1.5. USE OF ELECTRONIC SIGNATURE IN THE PROCESS OF PROVIDING BANKING SERVICES**

5.1.5.1. When exchanging documentation in the process of providing Banking Services, the Parties may provide/receive, use in work documents/copies of documents in electronic form certified by Electronic Signature, if this is permitted by the Legislation.

5.1.5.2. Exchange of documentation using ES takes place by means of e-mail, with the help of the Client-Bank System or On time/Vchasno Service.

5.1.5.2.1. In case of exchange of documentation using ES by means of e-mail, the Client additionally informs the Bank about this with a letter (in which the e-mail address for exchanging documentation using ES) in paper or electronic form, signed by the Client's authorised persons.

Notwithstanding any other provisions of the Agreement, the exchange of any documents under this Agreement via On time/Vchasno Service is possible only with the consent of the Bank.

Exchange of documents by e-mail or with the help of On time/Vchasno Service is possible provided that the relevant documents are signed by a Qualified Electronic Signature.

5.1.5.2.2. In the case of document exchange with ES using the Client-Bank System, the Client transfers originals and electronic copies of documents (the list of which is defined in section 5.2 of this Agreement), certified by an Advanced Electronic Signature or a Qualified Electronic Signature. The parties consider the copies of the documents provided for in this clause to be duly certified copies. The Client additionally guarantees that copies of such documents are certified by the signature of the Client's Authorized Person.

5.1.5.3. If this Agreement, internal documents The Bank and/or the Legislation provides for the possibility of transferring this or that document using the ES, but the requirements for the type of ES are not clearly indicated, then in this case, the Parties can use for such documents as a Simple Electronic Signature (can be used with the consent of the Bank) as well as Advanced Electronic Signature or Qualified Electronic Signature. At the same time, the Client independently chooses the type of ES (except Simple Electronic Signature, which can be used with the consent of the Bank).

The parties agreed that the Advanced Electronic Signature may be obtained by the Client independently in accordance with the procedure established by the Law or provided to the Client by the Bank in accordance with the procedure provided for by the Legislation, the Bank's internal documents and this Agreement, and the Client receives the Qualified Electronic Signature independently in the procedure established by the Legislation.

5.1.5.4. The list of documents that can be provided by the Client to the Bank using the ES is determined this Agreement, the internal documents of the Bank and the Agreement. The Bank separately informs the Client about addendum to the list of documents, if such changes were made in accordance with the Code of Conduct or in connection with changes in the Bank's internal documents.

5.1.5.5. The ES is equated to a handwritten signature and seal in the event that the ES is confirmed using a Qualified Open Key Certificate using a reliable means of digital communication and provided that this certificate is valid.

5.1.5.6. By signing the Application for the provision of banking services, the Client assumes the risks of losses/expenses that may arise as a result of the implementation of the provisions of this clause 5.1.5 (with sub clauses) of the Agreement, and also undertakes to compensate the Bank for losses/expenses that may arise from the Bank as a result of the implementation of these provisions, with the exception of cases when such losses/expenses arose due to the Bank's fault.

## 5.2. "REMOTE SERVICING VIA THE CLIENT-BANK SYSTEM" BANKING SERVICE

**The terms and concepts in this clause 5.2 of the Agreement have the following meanings:**

**Open Key** is a parameter of the cryptographic algorithm for checking the Advanced ES, available to both Parties.

**Deposit Agreement** - a bank deposit (deposit) agreement for corporate Clients, the public part of which is posted on the Bank's Official Website and in places publicly accessible to Clients in the Bank's institutions and which is/are concluded by the Parties in accordance with the relevant application for placement of the deposit (deposit).

**Electronic Document** - a document in which information is presented in the form of electronic data, including the relevant details of the document, including the Advanced ES.

**Advanced Electronic Seal** - an electronic seal created as a result of cryptographic transformation of electronic data to which this electronic seal is linked using an advanced electronic seal tool and a personal key uniquely associated with the creator of the electronic seal, which allows electronic identification of the creator of the electronic seal and detection of violations of the integrity of electronic data to which this electronic seal is linked.

**Advanced Signature** or **Advanced ES** - an electronic signature created as a result of the cryptographic transformation of electronic data with which this electronic signature is associated, using the means of an advanced electronic signature and a personal key uniquely associated with the signatory, and which enables electronic identification of the signatory and to detect violations of the integrity of the electronic data associated with this electronic signature. The term "Advanced Electronic Signature" or "Advanced ES" used in the text of this Agreement includes:

- (i) an Advanced ES forming with the help of Secret Keys generated by the Client under the terms of this section of the Agreement, (in this case, the Advanced ES must be imposed using the Secret Key and verified using the Public Key), and/or
- (ii) an Advanced ES created in accordance with the Law by any electronic trust services provider and based on a qualified public key certificate.

Pursuant to this Agreement, the Enhanced Electronic Signature shall be used by the Parties to sign the documents specified in clause 5.2.2 of this Agreement and/or in other agreements between the Bank and the Client forwarded through the System Client-Bank, and enables to confirm the integrity and authenticity of such documents and to identify the person who signed the Electronic Document for the purposes of executing the Agreement and/or other agreements between the Bank and the Client.

**Certificate Request** - a document of a specified format, which contains the value of the Public Key and data about the Client, and is submitted to the Key Certification Center in electronic and/or paper forms. When creating a Certificate Request, Secret and Public Keys are automatically generated.

**Summary Statement** - the form of information specified by the Bank, which the Client periodically provides to the Bank using the Client-Bank System for the Bank to provide the banking service "Salary Project" and/or "Calculation service for the distribution of funds" on the basis of the Agreement Salary Project and Distribution of Funds.

**User Instructions** - User Instructions of the OTP Online Client-Bank System or User Instructions of the Click OT Pay Client-Bank System or user instructions of any other electronic banking system with the help of which the Bank provides remote service to the Client under this Agreement, which are approved by the Bank and the text of which is posted on the Bank's Official Website.

**Qualified Seal** - an advanced electronic seal created using a qualified electronic seal tool and based on a qualified electronic seal certificate.

**Compromise of the Secret Key** - any event and/or action (loss, unauthorized copying or suspicion of unauthorized copying, etc.) that led or may lead to unauthorized use of the Secret Key.

**Mobile Application** - a program for mobile phones with the iOS/Android operating system designed specifically for using the Client-Bank System without using a web browser.

**OTP-Code service** is a service of the Bank for sending OTP-Codes to the Client, which is connected and provided by the Bank at the request of the Client in accordance with the terms of the Application for the provision of banking services concluded by the Parties / Application for changing the conditions of using banking services concluded by the Parties (depending on the case).

**Salary Project and Fund Distribution Agreement** - Agreement on the provision of Banking services (public), concluded between the Parties on the basis of the Application for the provision of the Banking service "Salary Project" and/or "Calculation service for the distribution of funds".

**Secret Key** - a parameter of the cryptographic algorithm for the formation of the Advanced ES, available only to the Client.

**Open Key Certificate** or **Certificate** - an electronic document issued by the Bank's Key Certification Center, which certifies the validity and ownership of the Open Key to the person who signed the electronic document. Certificates of the Client's Public Keys are provided in electronic form.

**Support Service Systems** - an information and reference service for supporting the electronic banking system.

**OTP-Code (OneTimePassword)** - a one-time password with a limited validity period, which is sent to the Client each time to the mobile phone number specified in the Application for the provision of banking services / Application for changing the conditions for using banking services concluded by the Parties (depending on the case) for authorization of the formed The Client of the Certificate Request in the Client System-Bank.

**Key Certification Center** - a legal entity regardless of the form of ownership that issues public key certificates.

The term "**Qualified Electronic Signature**", "**Qualified ES**", "**Simple Electronic Signature**" and "**Simple ES**" are used in the meanings defined in clause 5.1 of this Agreement.

*In this clause 5.2. of the Agreement, the Banking Service shall mean  
the "REMOTE SERVICING VIA THE CLIENT-BANK SYSTEM" banking service*

### 5.2.1. TERMS AND PROCEDURE FOR THE PROVISION OF BANKING SERVICES

5.2.1.1. The Bank, on the basis of the Application for the provision of banking services concluded by the Parties or the Application concluded by the Parties to change the conditions for using banking services, connects the Client to the Client-Bank System and provides the Client with the help of the Client-Bank System services, the list of which is specified in clause 5.2.2 of this Agreement.

5.2.1.2. All transactions provided for in this clause 5.2 of the Agreement, are carried out on all Client's Accounts, accounts with which transactions are carried out using corporate (business) payment instruments, as well as other Client's Accounts opened at the Bank.

5.2.1.3. Client service in the Client-Bank System is carried out in accordance with the procedure established by this clause 5.2 of the Agreement and the User's Manual.

5.2.1.4. The Client independently generates Requests for Certificates with the help of software provided by the Bank and in accordance with the User's Instructions, and bears the responsibility stipulated by the Agreement for the preservation of Certificates, OTP-Codes and Secret Keys.

5.2.1.5. The Bank has the right to improve and change the technical parameters of the Client-Bank System.

5.2.1.6. The Client can receive the Banking Service both using a web browser and using the Mobile Application.

5.2.1.7. The Bank provides, and the Client has the right to receive the Banking Service using a web browser, provided that the Client meets the following minimum requirements for software and hardware during the entire period of provision of the Banking Service:

<b>Operating System</b>	<b>Other software</b>
Windows 8.1+ macOS or another	It is recommended to use one of the following Internet browsers: Mozilla Firefox, Google Chrome, Safari (latest two versions)
Technical readiness for connection	Availability of a working computer with an installed operating system Internet connection with the address: <a href="http://otpay.com.ua:443">otpay.com.ua:443</a> and csk01.otpbank.com.ua:80

The Bank provides, and the Client has the right to receive the Banking Service using the Mobile Application, provided that the Client provides the following minimum requirements for software and hardware during the entire period of providing the Banking Service using the Mobile Application:

<b>Minimum requirements for operating systems and:</b>	<b>Other software</b>
iOS 8.0+ Android 4.0.3 +	Access to the Internet Availability of a Mobile Application installed on a mobile phone*  <i>*Note: The Mobile Application must be downloaded: for the iOS operating system: in the App online store Store Android operating system: in the online store of mobile applications Play Market</i>  The link to the Mobile Application offered by the Bank is available on the Bank's Official Website.

5.2.1.8. By signing the Application for the provision of banking services or the Application for changing the conditions of using banking services, the Client agrees with the provisions of the User's Instructions and it does not require additional signing by the Parties.

5.2.1.9. By signing the Application for the provision of banking services or the Application for changing the conditions for using banking services, the Client guarantees/confirms:

- that he/she understands and he agrees and undertakes to comply with all the provisions of the User Instructions and the Agreement;
- that he/she understands and undertakes to bear responsibility for his violation of the requirements of the Agreement and/or the User's Instructions in the amounts and manner established by the Agreement.

5.2.1.10. The Client has no right to transfer and/or assign and/or pledge and/or in any other way alienate any of his/her rights and/or obligations under this section of the Agreement to any third parties.

## **5.2.2. LIST OF SERVICES PROVIDED BY THE BANK TO THE CLIENT THROUGH THE CLIENT-BANK SYSTEM**

Using the Client-Bank System:

5.2.2.1. The Bank provides the Client with access to Accounts, accounts with which transactions are carried out using corporate (business) payment instruments, and other Client's Accounts during the time specified in clause 5.2.3.5 of this Agreement;

5.2.2.2. The Client can sign payment instructions for non-cash payments, as well as payment instructions for cash withdrawals;

5.2.2.3. The Client can receive information about payment transactions;

5.2.2.4. The Client can receive information on the daily balance of funds on each Client's Account, an account with which transactions are carried out using corporate (business) payment instruments, and any other Client's account with the Bank;

5.2.2.5. The Client can create statements for any Account, an account with which transactions are carried out using corporate (business) payment instruments, and any other account of the Client with the Bank;

5.2.2.6. The Bank has the right to provide the Client with any information, and the Client may receive information provided by the Bank;

5.2.2.7. As part of the Deposit Agreement, the Bank and/or the Client may sign (conclude) applications for placing a deposit (deposit), applications for changing the conditions for placing a deposit (deposit), applications for replenishing a deposit on demand, applications for returning a deposit, applications for closing a deposit account and other documents stipulated by the Deposit Agreement;

5.2.2.8. The Client can transfer the originals of the following electronic documents/electronic copies of the following documents:

- 1) payment instructions for non-cash payments and transfer of funds in national and/or foreign currency, as well as payment instructions for cash withdrawal;
- 2) applications for obtaining a guarantee, applications for obtaining a letter of credit, registers of promissory notes, registers of the rights of monetary claims under factoring contracts;
- 3) loan applications, loan applications;
- 4) statements (orders) on the purchase of foreign currency;
- 5) statements (orders) on the sale of foreign currency;
- 6) statements (orders) on the distribution of foreign currency;
- 7) information messages regarding the purchase of foreign currency;
- 8) statements about the purchase of foreign currency for another foreign currency;
- 9) approval for carrying out a forward transaction;
- 10) requests and appeals from the Client regarding services provided by the Bank and which do not conflict with the Legislation (including applications for setting daily spending limits for corporate (business) payment instruments, applications for receiving a statement of the account status, on which transactions are carried out under with the help of corporate (business) payment instruments, applications to receive a certificate of account status, transactions on which are carried out with the help of corporate (business) payment instruments, applications for the transfer of funds within the account, transactions on which are carried out with the help of corporate (business) payment instruments, applications for the reissuance of corporate (business) payment instruments, clarification letters regarding transactions on accounts, on which transactions are carried out with the help of corporate (business) payment instruments etc);
- 11) clarification letters regarding export-import transactions;
- 12) clarification letters regarding transactions in the national currency;
- 13) letters regarding the transaction of current accounts and transactions in national and foreign currency;
- 14) Consolidated Information and other registers of distribution of funds, which are transferred in accordance with the agreements concluded between the Bank and the Client;
- 15) notification letters on the dismissal of the holders of corporate (business) payment instruments and/or the termination of legal relations, on the basis of which the holders receive payments on their own account;
- 16) Applications for opening an account and/or Applications for closing an account;
- 17) notification of a contract concluded by a resident borrower who is not a bank and/or notification of changes to a contract concluded by a resident borrower who is not a bank in accordance with the requirements of the Legislation;
- 18) applications for placing a deposit (deposit), applications for changing the conditions for placing a deposit (deposit), applications for replenishing a deposit on demand, applications for the return of a deposit, applications for closing a deposit account and other documents provided for in the Deposit Agreement;
- 19) copies of documents provided for by regulations for the implementation of foreign currency purchase (exchange) transactions and/or control of export and import transactions. \*

**\*Note:** The provisions of this subsection 19) are subject to application by the Parties only after a separate notification from the Bank to the Client using the Client-Bank System regarding the possibility of its application.

- 20) survey letters and the Client's ownership structure;
- 21) copies of documents confirming travel expenses (including, but not limited to, copies of travel orders, calculation of the amount of travel expenses, etc.) of the Client's employees abroad and/or representative expenses for the organization of official events abroad and/or operating expenses related to the maintenance of own vehicles abroad, in the case of the Client's transaction regarding the purchase of foreign currency/receipt (withdrawal) of cash in foreign currency;
- 22) copies/originals of documents, the provision of which by means of the Client-Bank System is provided for by this Agreement and/or other agreements concluded between the Client and the Bank;
- 23) powers of attorney in electronic form for an authorised person for each payment transaction for cash withdrawal;
- 24) the List of Managers in electronic form;
- 25) questionnaires submitted to the Bank in accordance with the requirements of the Law;
- 26) other documents, about the possibility of transfer of which the Client will be notified separately by the Bank using the Client-Bank System;

5.2.2.9. The Bank may notify the Client of the assignment by any third party in favor of the Bank on the basis of the relevant factoring agreement of any monetary claims (money claim rights) of such third party to the Client under any agreements/agreements/contracts;

**Note:** In the event that the Bank sends to the Client by means of the Client-Bank System a notice of assignment by any third party in favor of the Bank on the basis of a relevant factoring agreement of any monetary claims (rights of monetary claims) of such a third party to the Client under any contracts/agreements /contracts (hereinafter referred to as "**Notice of Withdrawal**"), the Client is considered to have received the Notice of Withdrawal at the time it is sent by the Bank by means of the Client-Bank System, and no additional confirmation of the fact that the Client has received the corresponding Notice of Withdrawal is required.

5.2.2.10. The Bank and/or the Client may sign (conclude) credit agreements, agreements on the provision of banking services, agreements on the provision of overdrafts, agreements on the provision of factoring, pledge agreements, surety agreements and any other agreements at the discretion of the Parties, any documents provided the above-mentioned contracts (including, but not limited to, any notices, credit applications, applications for obtaining a guarantee, applications for obtaining a letter of credit, registers of

promissory notes, registers of rights of money claims under factoring contracts, etc.), as well as any change agreements/additional agreements/annexes to the above-mentioned agreements and agreements on the termination of the above-mentioned agreements;

5.2.2.11. The Client can sign Statements on opening an account and/or Statements on closing an account;

5.2.2.12. The Client and/or the Bank may sign Applications for the provision of banking services and/or Applications for changing the terms of using banking services;

5.2.2.13. The Client may sign and hand over to the Bank any documents, the possibility of signing and handing over by the Client using the means of the Client-Bank System is expressly provided for by this Agreement and/or any other agreements between the Bank and the Client;

5.2.2.14. The Bank may sign and hand over to the Client any documents, the possibility of signing and handing over by the Bank using the means of the Client-Bank System is expressly stipulated by this Agreement and/or any other agreements between the Bank and the Client.

5.2.2.15. The Bank has the right to request from the Client any information and/or documents, including, but not limited to, those necessary for the proper exercise by the Bank of its powers in the field of currency control, as well as in the field of prevention and counteraction to legalisation (laundering) of proceeds of crime, terrorist financing and financing of proliferation of weapons of mass destruction, in the field of sanctions Legislation, as well as identifying and documenting information about the Client's ties with a state that carries out armed aggression against Ukraine and citizens/residents of such a state;

5.2.2.16. Other services, the provision of which the Bank additionally informs the Client.

**Caveat 1:** Payment transactions in foreign currency are carried out by the Bank only on the condition that the Client has previously submitted the originals/certified copies of all necessary documents in accordance with the requirements of the Legislation (foreign economic contract, cargo and customs declaration, act of completed works, tax inspection certificate, etc.).

**Caveat 2:** In the event that the Client does not have Client's Accounts opened with the Bank, the Bank provides the Client with the Client-Bank System only the services provided for in clause 5.2.2.6. and sub clauses 10) and 14) clause 5.2.2.8 of the Agreement. At the same time, the Bank has the right (but is not obliged) to provide the Client with the help of the Client-Bank System and other services, about which the Client is additionally notified.

**Caveat 3:** Notwithstanding the above in this clause 5.2.2 of the Agreement, the Bank has the right to demand the provision/execution/signature/conclusion of any document specified in clause 5.2.2 of the Agreement, in writing on paper media, and the Client is obliged to provide/make/sign/conclude any document specified in clause 5.2.2 at the request of the Bank of the Agreement, in written form on paper media.

### **5.2.3. PROCEDURE FOR PROVIDING CLIENT SERVICE IN THE CLIENT-BANK SYSTEM**

5.2.3.1. The Client sends his outgoing payment instructions and other documents specified in clause 5.2.2 of this Agreement, through the Client-Bank System in the electronic form established in accordance with the parameters of the Client-Bank System.

5.2.3.2. Other documents not listed in clause 5.2.2 of this Agreement, are provided to the Bank in ordinary paper form, unless otherwise provided for by this Agreement and/or the Salary Project and Fund Distribution Agreement and/or the Deposit Agreement and/or other agreements concluded between the Bank and the Client.

5.2.3.3. The Client is responsible for the proper execution and signature of the documents transmitted through the Client-Bank System and guarantees that these documents are authentic (namely: signed by duly authorized persons in accordance with the requirements of the Legislation and the Client's internal documents).

5.2.3.4. The Bank establishes the authenticity of each document sent through the Client-Bank System by checking the Advanced ES or the Qualified ES of the Client's authorized person(s). Provided that, based on the results of the inspection, the Bank recognizes such a document as authentic, the Bank accepts it for execution, and (except in cases of proven fault of the Bank) bears no responsibility if in fact such a document was not authentic. Documents that the Bank recognizes as non-authentic shall not be accepted (rejected) by the Bank with an explanation of the reasons, and the Bank shall not be liable if such a document actually turns out to be genuine.

5.2.3.5. The Client-Bank system is available for use around the clock, taking into account clauses 5.2.3.6 of this Agreement (with the exception of cases of technical interruptions, force majeure, etc.).

5.2.3.6. Despite the provisions of clauses 5.2.3.5 of the Agreement, the Bank accepts and processes documents received through the Client-Bank System exclusively during the Operating Time.

5.2.3.7. Before receiving the Client's message, as provided for in clauses 5.2.6.1.8 and 5.2.6.2.11 of this Agreement, the Bank provides the services provided for in this section of the Agreement, and bears no responsibility for losses that the Client may suffer.

5.2.3.8. The Client's use of the Client-Bank System does not exclude the possibility of the Bank processing the Client's documents (including payment instructions) on paper in accordance with the terms of this Agreement and/or the Salary Project Agreement and the Distribution of Funds and/or the Deposit Agreement and/or other agreements concluded between The Client and the Bank.

5.2.3.9. The parties agreed that the documents provided for in clause 5.2.2 of this Agreement, which are sent through the Client-Bank System, provided that they are recognized as authentic by the Bank, are considered to have the force of the original and are valid.

5.2.3.10. The Bank provides daily information on incoming and outgoing payment transactions, as well as on the balance of funds on the Accounts for the previous Banking Day. Such information is displayed in the Client-Bank System no later than at 9:30 a.m. on the following Banking Day.

### **5.2.4. AUTHORISATION, SECURITY AND CONFIDENTIALITY**



5.2.4.1. For the Client's initial login to the Client-Bank System (both using a web browser and using the Mobile Application), the Bank sends to the e-mail addresses of the Client's users specified in the relevant Application for the provision of banking services or the Application for changing the terms of use of banking services, login and password for initial login to the Client-Bank System.

5.2.4.2. Upon initial entry into the Client-Bank System, as well as at any time during the term (term) of providing the Banking Service (if necessary), the Client user forms Certificate Requests in the Client-Bank System in accordance with the User Instructions. In the event that in accordance with the Application for the provision of banking services or the Application for changing the terms of use of banking services, the Client user is connected to the OTP-Code Service, specified in the relevant Application for the provision of banking services or the Application for changing the conditions for the use of banking services mobile phone number, a one-time OTP code is automatically sent to authorize the Certificate. In this case, the Bank authorizes the Certificate Request created by the Client and issues the Certificate by the Bank automatically after the Client enters it in the Client System Bank of the received one-time OTP-Code (which is a Simple ES) and its verification by the Bank.

In the event that, according to the Application for the provision of banking services or the Application for changing the conditions of using banking services, the Client has not connected the OTP-Code Service, the authorized persons of the Client, who are indicated in the card with sample signatures/List of Managers, must print and sign by hand the Formed Certificate Request (as stipulated in clause 5.2.6.2.3 of this Agreement) and submit it to the Bank for authorization. The Bank authorizes Requests for Certificates and issues Certificates after checking the data specified in the Requests for Certificates.

5.2.4.3. The Client and/or the Bank may sign the documents referred to in clauses. 5.2.2. of this Agreement by means of the Secret Keys generated by the Client in the Client-Bank System when forming the relevant Certificate Requests or by applying the Advanced Electronic Signature, Advanced Seal, or Qualified Electronic Signature, Qualified Seal, unless otherwise provided for in this clause 5.2.4.3. of the Agreement.

The use by the Parties of the Advanced Seal and/or the Qualified Seal on the documents specified in sub-clauses. 5.2.2. of this Agreement shall not be mandatory.

5.2.4.4. Secret Keys are subject to replacement with new ones in the cases stipulated by the Agreement or at the request of one of the Parties, including upon expiration of the Certificate.

5.2.4.5. In connection with the peculiarities of electronic information processing, the Parties recognize the methods used for transmission, authentication and preservation of data, documents and other information transmitted using the Client-Bank System as safe, reliable and sufficient, as well as such that meet the requirements of the current legislation of Ukraine in the field of providing trust electronic services and information protection.

5.2.4.6. Any document containing an Advanced Electronic Signature generated by means of the Client-Bank System using the Secret Keys in accordance with the procedure specified in this Agreement or a Qualified Electronic Signature and verified in accordance with the requirements of clauses 5.2.3.4. of this Agreement shall be deemed authentic and is analogous to a paper document.

5.2.4.7. The person who signed this document with his/her Advanced or Qualified Electronic Signature shall be responsible for the accuracy of the information contained in the details of the electronic document, and the Parties acknowledge that forgery of the Client's Advanced Electronic Signature generated with the Secret Keys generated by the Client under this Section of the Agreement is impossible without knowledge of the Client's Secret Key.

5.2.4.8. By signing any transaction with the Bank using an electronic signature (as this term is defined in clause 5.1 of the Agreement), including those specified in clauses 5.2.2.11. of the Agreement, and/or Application for Banking Services/Application for Changing the Terms of Use of Banking Services, the Client acknowledges that the method of protecting electronic documents using cryptographic means, in particular, the Advanced Electronic Signature, the Advanced Seal, or the Qualified Electronic Signature and the Qualified Seal, which is applied to the electronic document using the Client-Bank System, is sufficient.

5.2.4.9. The Parties to this Agreement acknowledge that information regarding the electronic banking system, tools and processes used in connection with its transaction, and any other information exchanged by the Parties in connection with the implementation of this clause 5.2 of the Agreement (except for publicly known information), is considered confidential information, which cannot be disclosed to any third party, both in whole and in part, except in cases provided by the Law. In particular, the Client must take all necessary precautionary measures to ensure that the Client-Bank System, its means and processes (including the encryption algorithm and other means of protection, etc.) cannot be accessed and used by any persons other than duly authorized representatives of the Client specified in Application for the provision of banking services/Application for changing the conditions for using banking services.

5.2.4.10. To ensure the confidentiality of information sent using the Client-Bank System, and which, in accordance with the Law, is confidential or contains bank secrets, such information must be sent in a protected form (using cryptographic or other means of information protection).

5.2.4.11. By signing any transaction with the Bank using an electronic signature (as this term is defined in clause 5.1 of the Agreement), including those specified in clauses 5.2.2.11 of the Agreement and/or the Banking Services Application. 5.2.2.11 of the Agreement, and/or the Application for the provision of banking services, the Client acknowledges that the method of protecting electronic documents using cryptographic means, in particular the Advanced ES/, the Advanced Seal, which is applied to such electronic document by means of the Client-Bank System, is sufficient.

By signing any transaction with the Bank using an electronic signature (as this term is defined in clause 5.1 of the Agreement), including those specified in clauses 5.2.2. of the Agreement and/or the Application for the provision of banking services, the Client assumes the risks of losses/expenses that may arise as a result of the use of an electronic signature (including the Advanced ES, /Advanced Seal), and also undertakes to compensate the Bank for losses/expenses that may be incurred by the Bank as a result of the use of an electronic signature (including an Advanced ES/, Advanced Seal), unless such losses/expenses are caused by the Bank's fault.

## **5.2.5. PROCEDURE FOR SETTLEMENTS FOR BANKING SERVICES PROVIDED THROUGH THE CLIENT-BANK SYSTEM**

5.2.5.1. The Client pays for the services provided by the Bank in accordance with this clause 5.2 of the Agreement, in the amount and in the order provided by the Bank Tariffs, and taking into account the following:

5.2.5.1.1. Payment for connection to the Client-Bank System is made by the Client within no more than 3 (three) Banking Days from the date of signing the Application for the provision of banking services or the Application for changing the conditions of using banking services (depending on which of the Applications the Bank provides for the connection of the Client to the Banking Service) in the amounts stipulated by the Bank Tariffs.

5.2.5.1.2. Payment for issuing/replacing/unblocking Certificates at the Client's request, requesting Certificates and changing the type of access to Accounts to authorized persons, is made by the Client to the Bank's account in the form of 100% prepayment according to the Bank Tariffs no later than 1 (one) Banking Day preceding the day provision of the relevant service.

5.2.5.2. In case of non-payment by the Client of the amount of the Bank's commission fee for the fees provided in accordance with this clause 5.2. of the Service Agreement within 10 (ten) Banking Days from the moment of indebtedness, including if there are no funds on the Client's Accounts, in the amount necessary to pay the Bank's commission in full, the Bank disconnects the Client from the Client-Bank System. Restoring the Client's connection to the Client System the Bank shall carry out the Bank after the Client has repaid the debt received in accordance with this clause 5.2. Service contract in full.

## **5.2.6. RIGHTS, OBLIGATIONS AND RESPONSIBILITIES OF THE PARTIES.**

### **5.2.6.1. The Bank undertakes:**

5.2.6.1.1. Provide the Client with access to the Client-Bank System within 5 (five) Banking Days, send to the e-mail address specified in the relevant Application for the provision of banking services or the Application for changing the terms of use of banking services, the login and password for initial access to Client-Bank systems;

5.2.6.1.2. Authorize Requests for Certificates provided by the Client in accordance with clauses 5.2.6.2.3;

5.2.6.1.3. Acquaint the Client with the User Manual and other documentation necessary for the Client to connect to the Client System Bank and for work in the Client-Bank System;

5.2.6.1.4. Issue Certificates for the Client's authorized persons in accordance with those created by the Client in accordance with the procedure provided for in clause 5.2.4.2 of the Agreement, Requests for Certificates, in case of blocking or loss of the Secret Key.

5.2.6.1.5. At the justified request of the Client, within 1 (one) Banking Day, provide the Client with consulting information (through the System Support Service) regarding the use and functioning of the Client-Bank System.

5.2.6.1.6. To carry out the Client's payment instructions regarding the transfer of funds from the Accounts, if such payment instructions are recognized by the Bank as authentic in accordance with the rules provided for in clause 5.2.3.4 of the Agreement, provided that the balance of the Client's funds on the Account is sufficient for the execution of the corresponding payment instruction and the Client has provided all other documents necessary for the Bank to execute the corresponding payment instruction in accordance with the requirements of the Legislation.

5.2.6.1.7. In the case of receipt of several electronic documents (including payment instructions) of identical content by the same document number and/or simultaneous receipt of several documents of identical content in paper and/or electronic form to the Bank, the Bank accepts each individual document for execution or refuses to execution in accordance with the requirements of the Agreement and/or other agreements between the Bank and the Client, unless otherwise specified in the User Instructions. At the same time, the Client is responsible for the simultaneous provision of payment instructions in written and/or electronic form.

5.2.6.1.8. Immediately suspend the execution of transactions in accordance with this clause 5.2 of the Agreement on the basis of the Client's letter containing the signatures of the Client's authorized persons and the Client's seal (if available) about the Compromise of the Secret Key.

5.2.6.1.9. In case of changes in the composition of the authorized persons of the Client who have the right to manage the Client's Accounts (for Clients who are legal entities) and/or changes in the composition of the authorized persons of the Client, who have the right to the first or second signature of the Consolidated Information (in case the Client receives the banking service "Salary Project" or the banking service "Calculation service for the distribution of funds" in accordance with the Contract of the Salary Project and Distribution of Funds) or a change of authorized persons of the Client (for Clients who are natural persons-entrepreneurs), block the Certificates on the condition that the necessary documents are submitted to the Bank in accordance with the requirements of the Legislation, the Bank's internal documents and the Statement on changing the conditions of using banking services.

### **5.2.6.2. The Client is obliged to:**

5.2.6.2.1. Ensure and bear responsibility for the fulfilment of information security requirements at your workplace with the installed software of the Client System Bank. In order to ensure information security at his workplace, the Client is obliged to comply with (but not limited to) the requirements set forth in the "Memorandum on compliance with information security requirements when using the Client-Bank System", which is contained in Annex No. 3 to this Agreement.

5.2.6.2.2. If necessary, carry out Requests for Certificates using the means of the Client-Bank System and in accordance with the User's Instructions.

5.2.6.2.3. In the event that, according to the Application for the provision of banking services or the Application for changing the terms of use of banking services, the Client has not connected the OTP-Code Service, submit to the Bank duly executed Requests for Certificates in writing, signed by authorized persons of the Client (if the Client is legal entity) or personally by the Client (if the Client is an individual entrepreneur) and sealed with the seal (if available) of the Client.

5.2.6.2.4. Timely and in full in accordance with clauses 5.2.5.1 of this Agreement and the Bank Tariffs to make payment for the received services through the Client-Bank System.

5.2.6.2.5. Assist the Bank in fulfilling its obligations specified in clauses 5.2.6.1 of this Agreement.

5.2.6.2.6. Create and maintain a safe and normally functioning software and hardware environment for the transaction of the Client-Bank System during the term of providing the Banking Service in accordance with this clause 5.2 of the Agreement.

5.2.6.2.7. To use the Client-Bank System in strict accordance with the User Instructions and the terms of the Agreement, not to allow inappropriate, careless use of the Client-Bank System and to prevent its failure due to non-compliance with the above requirements.

5.2.6.2.8. Ensure safe storage of Certificates, Secret Keys and access passwords to them, necessary for using the Client-Bank System, prevent their unauthorized use by unauthorized persons.

5.2.6.2.9. Simultaneously with the change of cards with sample signatures/List of Managers in connection with changes in the composition of persons who have the right to manage the Client's Accounts (if the Client is a legal entity) and/or authorized persons of the Client (if the Client is an individual entrepreneur) and/ or changes in the composition of persons who have the right to enter documents into the Client-Bank System and/or the right to review any documents sent through the Client-Bank System (without the right to sign and transfer documents) and/or authorized persons of the Client, who have the right to sign the first or second Summary Information (in case the Client receives the banking service "Salary Project" or the banking service "Accounting service for the distribution of funds" in accordance with the Contract of the Salary Project and Distribution of Funds) - submit an Application on changing the conditions for using banking services and to perform the actions specified in clauses 5.2.6.2.2. and, if applicable, in clause 5.2.6.2.3 of this Agreement.

**Note!** The Client is obliged to immediately inform the Bank, with the provision of relevant documentation, about a change in the composition of the persons who have the right to dispose of the Client's Accounts (if the Client is a legal entity) and/or authorized persons of the Client (if the Client is a natural person-entrepreneur) and/or about a change in the composition of the authorized persons of the Client, who have the right to the first or second signature of the Consolidated Information (in case the Client receives the banking service "Salary project" or the banking service "Calculation service for the distribution of funds" in accordance with the Contract of the Salary Project and Distribution of Funds), about making changes to such documentation, or about execution of documentation that affects the content or validity of the documentation provided to the Bank in the manner stipulated by the Agreement. In the event that the Client does not provide such documentation, the Bank is not responsible for transactions on the Client's Accounts carried out using the Client-Bank System at the behest of the persons indicated in the card with sample signatures/List of Managers at the time of such transaction in the period before the documentation is provided and displaying these changes in the Client-Bank System. At the same time, the Client assures and guarantees that all transactions on the Account using the Client-Bank System are carried out in accordance with the requirements of the Legislation by authorized persons of the Client. In the event that the Client does not provide documentation about a change in the composition of the Client's authorized persons, who have the right to the first or second signature of the Consolidated Information (in case the Client receives the banking service "Salary Project" or the banking service "Calculation service for the distribution of funds" in accordance with the Contract of the Salary Project and Distribution of Funds), the Parties agreed that the Bank accepts the Consolidated A statement signed by the authorized persons of the Client who have the right to sign the first and second signatures of the Consolidated Statement according to the documents available at the Bank.

5.2.6.2.10. In case of expiration of the Certificate - perform the actions specified in clauses 5.2.6.2.2 of the Agreement. At the same time, regardless of whether the Client has connected the OTP-Code Service, the authorization of the Certificate Request created by the Client in electronic form in connection with the expiration of the previous Certificate is carried out automatically without the Client submitting such a Certificate Request in writing

5.2.6.2.11. In case of Compromise of the Secret Key, immediately verbally notify the Bank's System Support Service by phone. When applying by phone, the Client is obliged to inform the Bank employee, if necessary, additional information about himself (surname, first name, patronymic, registration number of the tax payer's registration card). An employee of the System Support Service blocks the Secret Key and informs the Client about the need to issue a new Certificate. In this case, the Bank acts on the basis of clauses 5.2.6.1.4 of this Agreement, and the Client performs actions in accordance with clause 5.2.6.2.2. and, if applicable, in accordance with clause 5.2.6.2.3 of the Agreement.

5.2.6.2.12. By concluding the Application for the provision of banking services/Application for changing the conditions of using banking services, the Parties have agreed that the oral notification by the Client of the Bank was made in accordance with the procedure provided for in clause 5.2.6.2.11 of the Agreement, is a reason for the Bank to block the Client's Certificate.

5.2.6.2.13. Ensure the availability of funds in the Client's Account in an amount sufficient to pay the cost of Banking Services provided using the Client-Bank System.

### **5.2.6.3. The Bank has the right to:**

5.2.6.3.1. Make changes to the User Manual. In case of changes to the User's Instructions, the Bank shall notify the Client about this either by means of the Client-Bank System, or by posting information in publicly accessible places for the Client in the Bank's institutions, or by posting information on the Bank's Official Website. Using the Client-Bank System after making changes to the User Instructions is considered the Client's consent to the continuation of service under this Agreement, taking into account the changes made to the User Instructions.

5.2.6.3.2. Leave an electronic document unexecuted if there is a need to find out the identity of the Client, the essence of the transaction or activity, financial condition, or in the case when the Client did not provide documents and information confirming these data or intentionally submitted false information about himself, or in a timely manner did not update, or if the Bank has doubts that the electronic document was signed by an authorized person of the Client, and not as a result of interference by third parties in the transaction of the Client-Bank System.

5.2.6.3.3. Return electronic documents without execution, if they were filled out in violation of the requirements of the Legislation, normative acts of the National Bank of Ukraine and/or internal rules of the Bank. The Bank informs the Client about the reason for non-execution of the electronic document/remote order by means of the Client-Bank System (with an explanation of the reason).

5.2.6.3.4. To expand the list of services provided by the Bank using the Client-Bank System, about which the Client is warned in advance.

5.2.6.3.5. Block the Client's access to the Client-Bank System if the Client fails to pay the cost of services provided using the Client-Bank System within 10 (ten) Banking Days from the moment the debt arose.

5.2.6.3.6. Refuse to issue the Client's Certificates if the corresponding Requests for Certificates have turned out to be inauthentic or if the Bank has not been paid the appropriate fee according to the Bank Tariffs.

5.2.6.3.7. Carry out periodic checks of the Client's compliance with the requirements for information protection and storage of protective equipment and terminate the Client's service using the Client-Bank System in the event that the Client does not comply with the specified security requirements.

5.2.6.3.8. Return the Summary Information without execution in the cases and in the order provided by the Salary Project and Distribution of Funds Agreement.

#### **5.2.6.4. The Client has the right to:**

5.2.6.4.1. To use the services provided by the Bank using the Client-Bank System and specified in Clause 5.2.2 of this Agreement, during the term of receiving the Banking Service in accordance with the terms of the Agreement.

5.2.6.4.2. At any time, under the condition of Compromise of the Secret Key, expiry of the validity period of the Certificates, perform the actions specified in clauses 5.2.6.2.2., and, if applicable, in clause 5.2.6.2.3 of this Agreement.

5.2.6.4.3. Apply to the Bank for the purpose of blocking the access of authorized persons by submitting an Application to change the conditions of using banking services.

5.2.6.4.4. Use the services of the System Support Service. Communication with the System Support Service is carried out by phone and/or electronic means and assistance is provided taking into account clause 5.2.6.1.5 of this Agreement.

5.2.6.4.5. Use the OTP-Code Service, if it is provided for by the Application for the provision of banking services concluded by the Parties or the Agreement to change the conditions for using banking services, as well as change the conditions for using the OTP-Code Service or refuse to receive the OTP-Code Service by submitting to the Bank the appropriate Applications to change the conditions for using banking services.

#### **5.2.6.5. Responsibilities of the Parties.**

5.2.6.5.1. The Client agrees to indemnify the Bank for all losses and expenses incurred by the Bank or which may be imposed on the Bank in connection with the execution of any orders, instructions, orders and other documents of the Client received through the Client-Bank System, regardless of whether these orders/instructions/mandates/other documents are correct, complete, genuine or actually sent by the Client, except in cases where such losses occurred due to the fault of the Bank.

5.2.6.5.2. The Bank bears no responsibility for violation of the terms of connection to the Client System the Bank, if the Client has not paid the commission fee to the Bank for connecting to the Client-Bank System in the amount and within the terms established by the Bank Tariffs and this clause 5.2 of the Agreement, and/or the software and hardware of the Client, which is used for the functioning of the Client-Bank System, does not meet the requirements specified in this clause 5.2 of the Agreement.

5.2.6.5.3. The Bank is not responsible for damage suffered by the Client as a result of unauthorized use of Secret Keys/ OTP-Codes/Client-Bank System.

5.2.6.5.4. The Bank is released from responsibility for full or partial non-fulfilment of the terms of Clause 5.2 of the Agreement in case of:

- the Client's use of the Client-Bank System in violation of the rules established by the Agreement and/or the User's Instructions;
- violation of the Agreement and/or User Instructions by the Client through intentional actions, negligence or inaction;
- improper functioning of equipment or software, except for the equipment provided by the Bank, which is used to work with the Client-Bank System;
- the Client's use of devices under special service accounts (accounts), which grant the right to perform all transactions without exception (i.e. devices with open root access, "rooted" devices, including Jailbreak);
- inadequate anti-virus protection of the Client's computer or other equipment used to work with the Client-Bank System;
- lack of electricity supply, termination of provision of services under the Agreement as a result of a natural disaster or actions of state authorities, which make further provision of services under the Agreement impossible;
- losses of the Client related to improper use of the Client-Bank System;
- unreliability of information in documents provided by the Client;
- changes in the Legislation or the adoption of new laws, other normative legal acts, which change or terminate the legal relations regulated by the Agreement.

5.2.6.5.5. The Bank is not responsible for any delays, errors or omissions in the transmission and/or processing of data that occurred as a result of malfunctions or failures of the Client's computer and/or other equipment used for the transaction of the Client-Bank System.

5.2.6.5.6. For violation of the terms of payment of services provided for in clause 5.2.5 of this Agreement, the Client shall pay to the Bank a penalty in the amount of double the NBU accounting rate effective at the time (during the term) of such violation, on the overdue amount for each day of overdue payment. For the purposes of this sub-clause of the Agreement, a delay is considered, inter alia, insufficient funds for the Bank to debit the Account for the payment of the commission fee in accordance with clause 6.1 of this Agreement.

### **5.3. "REGULAR PAYMENTS" BANKING SERVICE**

*In this clause 5.3. of the Agreement, the Banking Service shall mean the "REGULAR PAYMENTS" Banking Service*

5.3.1. On the basis of the Application for approval of the conditions for the provision of the "Regular Payments" banking service, the Client instructs and gives consent to the Bank to independently carry out payment transactions for the payment of Regular Payments (as this term is defined in clause 5.3.3 of this Agreement) from the Client's Current Account with a specified frequency, specified in the Application for approval of the conditions for providing the "Regular Payments" banking service.

5.3.2. Each Application for approval of the terms of provision of the "Regular Payments" banking service is concluded between the Bank and the Client in paper form, must be signed by authorized representatives of the Parties and sealed with impressions of the seals of the Parties (if available).

The application for approval of the conditions for providing the "Regular Payments" banking service can be concluded both for each Client's Current Account separately, and simultaneously for several or all of the Client's Current Accounts. At the same time, the Banking Service is provided exclusively for the Client's Current Account(s), specified in the Application for approval of the terms of providing the "Regular Payments" banking service.

5.3.3. A regular payment is a payment transaction regarding the transfer of funds by the Client with a certain frequency (once a week, once a month, etc.) in a certain amount with the same purpose of payment and to the same beneficiary (above and hereinafter - **"Regular Payment"**).

Regular Payments are payment transactions that are connected by common features.

Payment transactions that do not meet the requirements specified above in this clause are not Regular Payments.

5.3.4. The Bank makes Regular Payments by debiting (transferring, transferring) funds from the Client's Current Account and crediting/transferring them to the account(s) of the beneficiary(s), in accordance with the payment schedule specified in the Application for approval of the conditions for providing the «Regular Payments» banking service (hereinafter referred to as **"Payment Schedule"**).

At the same time, the Bank provides the Banking Service and performs Regular Payments in accordance with the terms of the Agreement on the terms of the provision of the "Regular Payments" banking service concluded by the Parties starting from the next Banking Day from the date of the conclusion by the Parties of the relevant Application on the agreement of the terms of the provision of the "Regular Payments" banking service.

5.3.5. Regular Payments are made by the Bank on the basis of payment instructions issued by the Bank. At the same time, the amounts of Regular Payments and all other information necessary for the Bank to perform a Regular Payment (name of the beneficiary, his identification code, account number of the beneficiary, name and MFI of the beneficiary bank, purpose of payment, as well as the Schedule of Payments) are agreed by the Parties in the Statement of approval of the terms of providing the "Regular Payments" banking service.

The Client is responsible for the correct entry of the data specified in the Application for approval of the terms of provision of the "Regular Payments" banking service.

5.3.6. By signing the Statement of Agreement on the Terms of Provision of the "Regular Payments" Banking Service, the Client gives the Bank his unequivocal consent to the Bank's execution of each and every Regular Payment in the manner and under the conditions provided for in this Agreement and the Statement of Agreement on the Terms of Provision of the "Regular Payments" Banking Service. From the moment of conclusion by the Parties of the Application for approval of the conditions for providing the "Regular Payments" banking service, all Regular Payments are considered accepted by the Client.

In order for the Client to withdraw his consent to the execution of Regular Payments, the Client must, before the date of the next Regular Payment, submit to the Bank in paper form a Statement of refusal from the "Regular Payments" banking service, signed by an authorized person of the Client.

5.3.7. During the Banking Day of the date of execution of the Regular Payment in accordance with the Payment Schedule, the Bank at any time (at the discretion of the Bank) checks the availability of funds in the Client's Current Account in the amount necessary for the execution of the corresponding Regular Payment.

At the same time, if at the time the Bank checks the availability of funds in the Client's Current Account (as specified above in this clause), the amount required for the execution of the Regular Payment was not in the Client's Current Account, then it is considered that on the date of execution of the Regular Payment in accordance with the Payment Schedule the funds on the Client's Current Account were missing or insufficient for the Bank to perform a Regular Payment in accordance with the terms of this Agreement and the Statement of Agreement on the Terms of Provision of the "Regular Payments" banking service.

In case of lack of funds in the Client's Current Account in the amount sufficient to make a Regular Payment in accordance with the Schedule of Payments, the terms of this Agreement and the Statement of Approval of the Terms of Provision of the "Regular Payments" banking service (violation by the Client of the terms of the transfer, etc.), the Bank is not responsible for non-fulfilment Regular Payment.

5.3.8. In case of absence or insufficient funds on the date of execution of the Regular Payment by the Bank in the Client's Current Account in an amount sufficient for the Bank to make Regular Payments in full in accordance with the Payment Schedule, the Bank has the right (but not the obligation) at its own discretion to execute the Regular Payments in part within the funds available on the Client's Current Account. At the same time, the Bank is not responsible for non-fulfilment of Regular Payments in full. The Bank does not monitor the further status of the specified Regular Payments and does not carry out Regular Payments on another date in case of receipt of funds in the Client's Current Account sufficient for making Regular Payments in full in accordance with the Payment Schedule (taking into account the features specified in clause 5.3.8.1., clause 5.3.8.2 and clause 5.3.8.3 of the Agreement).

5.3.8.1. If, according to the terms of the Application for approval of the conditions for providing the «Regular Payments» banking service, the Bank makes one Regular Payment with a certain frequency, then such Regular Payment is made by the Bank only in full if there is a sufficient amount of funds in the Client's Current Account. At the same time, the Bank is not responsible for non-fulfilment of such Regular Payment.

5.3.8.2. If, in accordance with the terms of the Application for approval of the conditions for providing the «Regular Payments» banking service, the Bank performs standard Regular Payments, then if there are no or insufficient funds in the Client's Current

Account on the date of execution of the Regular Payment, the Bank performs the actions described in clause 5.3.8. and 5.3.8.1 of the Agreement and does not monitor the further status of the specified Regular Payment and does not perform the Regular Payment on another date in the event that the Client's Current Account receives funds sufficient to perform such Regular Payment.

5.3.8.3. If, in accordance with the terms of the Application for approval of the conditions for providing the "Regular Payments" banking service, the Bank makes Regular Payments with an extended period of validity, then if there are no or insufficient funds on the Client's Current Account, the Bank can extend the execution of the Regular Payment for an additional period specified in the Payment Schedule. In case of non-receipt of funds in the amount sufficient for the execution of a Regular Payment during such additional period specified in the Schedule of Payments, the Bank is not responsible for non-execution Regular Payment. The Bank does not monitor the further status of the specified Regular Payment and does not execute the Regular Payment on another date in case of receipt of sufficient funds to the Client's Current Account Such Regular Payment.

5.3.9. All Regular Payments under this Agreement are made on the day of execution of such Regular Payments in accordance with the Payment Schedule, during the Banking Day in accordance with clause 5.3.7 of the Agreement, unless otherwise established by the Bank's internal documents. At the same time, regardless of other conditions specified in this Agreement, in the event that the Bank receives from the Client on the date of execution of the Regular Payment in accordance with the terms of the Agreement other payment instructions from the Client, the Client hereby authorizes the Bank independently, at the discretion of the Bank (and taking into account the requirements of the Legislation), to determine the sequence of execution of such Regular Payments and such other payment instructions of the Client.

5.3.9.1. Taking into account what is stated in clause 5.3.9 of this Agreement, the Bank is not responsible for:

5.3.9.1.1. non-fulfilment of a Regular Payment, if as a result of the Bank's execution of other payment instructions received from the Client/beneficiaries/encumbrancers/collectors, on the date of execution of such Regular Payment and/or the Bank's fulfilment of the requirements of the Legislation on the sequence of execution of payment transactions, there were insufficient funds in the Current Account for execution of such Regular Payment, or

5.3.9.1.2. non-fulfilment of other payment instructions received from the Client on the date of execution of the Regular Payment, if as a result of the Bank's execution of the respective Regular Payment and/or the Bank's fulfilment of the requirements of the Legislation on the sequence of execution of payment transactions, the funds in the Current Account were not sufficient for the execution of such payment instructions.

5.3.10. If it is necessary to make changes to the procedure for performing Regular Payments (amounts and/or requisites for transferring Regular Payments, etc.), the Parties shall enter into a new Statement of Agreement on the terms of providing the "Regular Payments" banking service in accordance with the procedure provided for in this section of the Agreement. The Bank provides the Banking Service in accordance with the terms of the last Agreement signed by the Parties for the terms of providing the "Regular Payments" banking service for the relevant Current Account of the Client.

5.3.11. The Bank is not responsible for the execution of Regular Payments in accordance with the terms of the Agreement and the Application for approval of the terms of providing the «Regular Payments» banking service, if in fact the data given in the Application for approval of the conditions of providing the «Regular Payments» banking service have changed, but the Parties have not concluded a new Application for approval of the conditions of providing the «Regular Payments» banking service Payments".

5.3.12. By concluding the Application for approval of the terms of provision of the "Regular Payments" banking service, the Client confirms that the procedure for making Regular Payments from the Client's Current Account, as described in the Application for approval of the terms of the provision of the «Regular Payments» banking service and this Agreement, is completely understandable to him and, that he unconditionally agrees with it and will not bring any claims, lawsuits to the Bank in connection with the provision and/or non-provision of the Banking Service by the Bank in the manner stipulated in the Application for approval of the terms of provision of the "Regular Payments" banking service and this Agreement.

5.3.13. The Client has the right to refuse to receive the Banking Service at any time by submitting to the Bank in paper form the appropriate Application for refusal of the "Regular Payments" banking service, signed by the Client's authorized person.

5.3.14. The provision of the Banking Service is automatically terminated in the event of the closure of the Client's Current Account for which the Banking Service was provided and/or in the event of termination of the Agreement/termination of the validity period of the Agreement, as well as in other cases stipulated by this Agreement.

#### **5.4. "ACCRUAL AND PAYMENT OF INTEREST ON THE CURRENT ACCOUNT BALANCE" BANKING SERVICE**

**Terms and concepts in this clause 5.4 of the Agreement has the following meanings:**

**Valuation Date** - the date of crediting of funds to the relevant Current Account or the date of transfer of funds from the relevant Current Account, which is determined by the Bank in the Operating System, and starting from which for any amount credited to the relevant Current Account or transferred from such a Current Account, The Bank starts or stops charging interest on the Balance of Funds under the conditions specified in this clause 5.4 of the Agreement and the corresponding Statement on the conditions for charging interest on the remaining funds (taking into account clause 5.4.4 of this Agreement).

**Advanced ES** - is used in the meaning given to it in clause 5.2 of this Agreement.

**Qualified ES** - is used in the meaning given to it in clause 5.1 of this Agreement.

**Balance of Funds** – daily actual balance of funds on the Client's Current Account, on which interest is accrued taking into account the Valuation Date in accordance with the terms of this clause 5.4 of the Agreement.

**Individual Interest Rates** – Interest Rates at which interest is charged on the Balance of Funds on the Current Account and the amounts of which are agreed between the Bank and the Client individually in the relevant Statement on the conditions for charging interest on the balance of funds (taking into account clause 5.4.4 of this Agreement).

**Operating System** – the Bank's operating system, which is used to perform transactions under the Agreement.

**Floating Interest Rate** - type the interest rate at which interest is accrued on the Balance of Funds on the Current Account, taking into account the Valuation Date, the amount of which is agreed by the Parties in the relevant Statement on the conditions for accrual of interest on the balance of funds and may be changed in accordance with clauses 5.4.4 of this Agreement.

**Threshold Interest Rate** - the type of interest rate at which interest is accrued on the Balance of Funds on the Current Account taking into account the Valuation Date, the amount of which is determined depending on the amount of the Balance of Funds on such Current Account and is agreed by the Parties in the relevant Statement on the conditions for charging interest on the balance of funds and may be changed in accordance with para. 5.4.4 of this Agreement.

**Current Account** - the Client's current account with the Bank, on the Balance of Funds on which interest is accrued (taking into account the Valuation Date) and paid in accordance with the terms of this Clause 5.4 of the Agreement and the corresponding Statement on the conditions for accrual of interest on the balance of funds concluded by the Parties.

**Interest Rate** – Floating Interest Rate, Threshold Interest Rate or Fixed Interest Rate, depending on the conditions agreed by the Parties in the Application on the conditions for charging interest on the balance of the funds and the conditions for providing the Banking Service.

**Standard Interest Rates** – Interest Rates at which interest is calculated on the Balance of Funds on the Current Account and the amounts of which are posted on the Bank's Official Website and in places accessible to Clients in the Bank's institutions.

**Fixed Interest Rate** - type the interest rate at which interest is accrued on the Balance of Funds in the Current Account, taking into account the Valuation Date, the amount of which is agreed by the Parties in the relevant Statement on the conditions for charging interest on the balance of funds and may be changed in accordance with clauses 5.4.4 of this Agreement.

*In this clause 5.4 of the Agreement, the term "Banking Service" means the "ACCRUAL AND PAYMENT OF INTEREST ON THE CURRENT ACCOUNT BALANCE" Banking Service*

#### **5.4.1. GENERAL TERMS AND CONDITIONS OF THE BANKING SERVICE**

5.4.1.1. The Banking Service on accrual of interest on the Current Account Balance shall be provided by the Bank on the basis of:

- (i) the Application for Interest on the Balance concluded by the Parties, or
- (ii) the Bank's notice of accrual of interest on the balance of funds and setting the interest rate (hereinafter referred to as the "Notice of Interest Accrual") sent by the Bank and agreed by the Client in accordance with the procedure provided for in this Agreement.

The Bank on the basis of and in accordance with the terms of the Statement on the conditions for charging interest on the balance of funds/the Notice of Interest Accrual and considering clauses 5.4.4 of this Agreement in accordance with the procedure provided for in this clause 5.4 of the Agreement, charges interest on the Balance of Funds on the Current Account (taking into account the Valuation Date) and pays the accrued interest to the Client.

5.4.1.2. The Banking Service for accrual of interest on the Balance of Funds on the Current Account may be provided for one, several or all of the Client's Current Accounts. The number of the Client's Current Account, on the Balance of Funds on which interest is accrued under this Agreement, is indicated in the relevant Statement on the conditions for accrual of interest on the balance of funds/ the Notice of Interest Accrual.

5.4.1.3. The provision of the Banking Service regarding the accrual of interest on the Balance of Funds on the relevant Current Account is carried out exclusively after:

- the Parties conclude an Application on the conditions of accrual of interest on the balance of funds on the relevant Current Account in the manner provided for in clause 5.4.2. this Agreement; or
- The Bank sends the Client a Notice of Interest Accrual in accordance with the procedure provided for in clause 5.4.2.2. of the Agreement. At the same time, in order for the Client to receive Banking Services for each separate Current Account, the Bank sends a separate Notice of Interest Accrual.

Subject to the conditions, the accrual of interest on the Balance of Funds on the Client's Current Account is carried out in accordance with clauses 5.4.4 of this Agreement.

Each Statement on the conditions for charging interest on the remaining costs and each Notice of Interest Accrual are an integral part of this Agreement.

5.4.1.4. Accrual of interest on the Balance of Funds on the Current Account can be carried out at a Fixed Interest Rate or a Floating Interest Rate or a Threshold Interest Rate.

The specific type, type and amount of the Interest Rate at which the Bank charges interest on the Balance of Funds on the relevant Current Account, as well as the period (term) of the relevant Interest Rate, are determined in accordance with the terms of the Statement on the conditions of interest accrual on the balance of funds/the Notice of Interest Accrual, except in cases of change conditions for charging interest on the Balance of Funds on the Client's Current Account in accordance with clauses 5.4.4 of this Agreement, taking into account the following:

- Floating Interest Rate and Threshold Interest Rate can be both Standard Interest Rates and Individual Interest Rates;
- Fixed Interest Rate can only be Individual Interest Rate;
- The amount of the Threshold Interest Rate is determined depending on the amount of the Balance of Funds on the relevant Current Account, taking into account the Valuation Date;

5.4.1.5. Interest on the Balance of Funds on the Current Account is calculated by the Bank daily, however, in any case taking into account the Valuation Date, in the currency of the relevant Current Account for the amount of the Balance of Funds on the relevant Current Account at the end of each Transaction Day.

To calculate interest accrued on the Balance of Funds on the Current Account, the number of days in a year is taken as 360 (with the exception of the following currencies: GBP, UAH, RUB, BGN - in these cases, interest is calculated based on 365/366 days in a year).

5.4.1.6. By signing the Statement for the provision of banking services, the Client confirms that the procedure for accrual and payment of interest on the Balance of Funds on the Current Account, as well as the procedure for changing the Interest Rate charged on the Balance of Funds on the Current Account and determining the Valuation Date, as described herein clause 5.4 of the Agreement, he fully understands and that he unconditionally agrees with them.

#### **5.4.2. PROCEDURE FOR CONCLUDING AN APPLICATION ON THE CONDITIONS FOR ACCRUAL OF INTEREST ON THE BALANCE OF FUNDS. THE PROCEDURE FOR SENDING A NOTICE OF INTEREST ACCRUAL BY THE BANK AND ITS APPROVAL BY THE CLIENT.**

5.4.2.1. Each Statement on the conditions for charging interest on the balance of funds is concluded between the Bank and the Client in paper form, signed by authorized representatives of the Parties and sealed with the seals of the Parties (if available).

The parties hereby agree that the Bank has the right at its sole discretion and without explaining any reasons for such action to refuse approval/not to accept the Application submitted by the Client. about the terms of accrual of interest on the Balance of Funds, as well as to stop the accrual of interest on the Balance of Funds on the Current Account.

5.4.2.2. The Bank may independently (unilaterally) decide to provide the Client with the Banking Service, about which the Bank notifies the Client by sending the Client a Notice of Interest Accrual in paper or electronic form (via the Client-Bank System) signed by the authorised persons of the Bank.

In case the Bank sends the Notice of Interest Accrual in paper form, the Client shall be deemed notified (warned) of the commencement of the Bank's provision of the Banking Service to the Client on the terms and conditions stipulated by this Agreement and the relevant Notice of Interest Accrual on the day the Bank sends the relevant Notice of Interest Accrual to the Client.

In case the Bank sends the Notice of Interest Accrual in electronic form (via the Client-Bank System), such Notice of Interest Accrual may be signed:

- (i) using a Qualified Electronic Signature or an Advanced Electronic Signature of the Bank's authorised persons, or
- (ii) by using facsimile reproduction of analogues of handwritten signatures of the Bank's authorised persons and the Bank's seal using electronic copying means, samples of which are provided in Annex No. 7 hereto. At the same time, any Notice of Interest Accrual signed by the Bank using facsimile reproduction of analogues of handwritten signatures of the Bank's authorised persons and the Bank's seal by means of electronic copying, samples of which are provided in Annex No. 7 hereto, shall be deemed to be made in writing in accordance with Article 207 of the Civil Code of Ukraine. The conclusion of the Application for Banking Services by the Parties shall constitute a written consent of the Parties to use facsimile reproduction of analogues of handwritten signatures of the Bank's authorised persons and the Bank's seal by means of electronic copying, samples of which are provided in Annex No. 7 hereto, when signing the Notice of Interest Accrual on behalf of the Bank.

The Notice of Interest Accrual shall contain the following information:

- the date of the Notice of Interest Accrual;
- reference to this Agreement;
- full name and USREOU code of the Client;
- number and currency of the Current Account, on the Balance of Funds on which interest is accrued in accordance with this Agreement;
- type of Interest Rate used for calculating interest on the Current Account Balance (Floating Interest Rate or Threshold Interest Rate or Fixed Interest Rate);
- type of Interest Rate used to calculate interest on the Current Account Balance (Individual Interest Rate)
- the amount of the Interest Rate;
- the date from which interest is accrued on the Balance of Funds on the terms specified in the relevant Notice of Interest Accrual;
- term (duration) of the Interest Rate.

All other conditions for accrual of interest on the Current Account Balance, which are not provided for in the relevant Notice of Interest Accrual, shall be determined by this Agreement.

Each Notice of Interest Accrual shall be deemed agreed by the Client if within 1 (one) Banking Day from the date of sending the relevant Notice of Interest Accrual by the Bank, the Bank has not received from the Client in paper or electronic form (via the Client-Bank System) an Application for refusal to accrue interest on the balance signed by the Client's authorised person.

#### **5.4.3. PROCEDURE FOR PAYMENT OF INTEREST ACCRUED ON THE REMAINDER OF FUNDS.**

5.4.3.1 Calculated in accordance with clauses 5.4.1.5 of this Agreement, interest is paid monthly by the Bank on the last calendar day of the month at the close of the Transaction Day in the Operating System, calculated for the actual period during which the funds were recorded on the relevant Current Account in the relevant month.



5.4.3.2. The Client has the right to apply to the Bank for early payment of interest accrued on the Balance of Funds on the Current Account for the relevant month. The application for early payment of interest accrued on the Balance of Funds on the Current Account (hereinafter - "**Application for Early Payment of Interest**") is made in any form and submitted to the Bank during the Operating Time:

- or in paper form. In this case, the Application for Early Payment of Interest must be signed by authorized persons of the Client and sealed with the Client's seal (if available);
- or in electronic form by sending via the means of the Client-Bank System. In this case, the Application for Early Payment of Interest must be sealed by the Advanced ES or the Client's Qualified ES.

The Bank transfers the amount of interest accrued on the Balance of Funds to the Client's Current Account during the Banking Day in which the Application for Early Payment of Interest, issued in accordance with the provisions of this subsection, was received, provided that the Application for Early Payment of Interest was submitted to the Bank during the Operating Time. The application for Early Payment of Interest submitted by the Client after the end of the Transaction Time is executed by the Bank on the next Banking Day. At the same time, the Parties agreed that in case of early payment of interest by the Bank on the basis of the application for Early Payment of Interest submitted by the Client, the actual date of payment of such interest by the Bank shall not be taken into account when calculating interest.

**Disclaimer:** The Client agrees and consents to the fact that the Bank is not obliged to verify and, accordingly, is not responsible for the validity of the authority of the person(s) signing the Application for Early Payment of Interest on behalf of the Client. By signing the Statement for the provision of banking services, the Client confirms and approves any Statement on Early Payment of Interest, if it contains an imprint of the Client's seal (if available) and signatures of the Client's authorized persons, which correspond to the samples of the seal impression and signatures of the above-mentioned persons on the cards with samples of signatures/List of Managers, which are available at the Bank, or the Advanced ES/Qualified ES of the Client, which is recognized by the Bank as genuine (authentic). The Client confirms that all Applications for Early Payment of Interest sent by means of the Client System Bank and which were recognized by the Bank as authentic, the Client considers them to have the validity of the original.

5.4.3.3. In the case of closing the relevant Current Account, interest on the Balance of Funds in the currency of such Current Account for the relevant calendar month, taking into account the Valuation Date, is paid on the Banking Day preceding the date of closure of the relevant Current Account, and is accrued for the actual period from the Valuation Date, from which the Bank begins interest accrual, and until the last Banking Day preceding the interest payment date for the relevant calendar month. At the same time, when calculating interest, the date of interest payment and the date of closing the relevant Current Account are not taken into account.

5.4.3.4. In case of termination of provision/receipt of the Banking Service and/or termination/termination of this Agreement, interest on the Balance of Funds in the currency of the Current Account at the corresponding calendar month, taking into account the Valuation Date, are calculated for the actual period from the Valuation Date, from which the Bank starts accruing interest in, and until the last Banking Day of the provision of the Banking Service and/or the validity of the Agreement and are paid in accordance with clauses 5.4.3.1 of the Agreement or, in the case of submission by the Client of an application for Early Payment of Interest, in accordance with clause 5.4.3.2 of the Agreement.

## **5.4.4 PROCEDURE FOR PAYMENT OF INTEREST ACCRUED ON THE BALANCE OF FUNDS**

### **5.4.4.1. Procedure for changing the Standard Interest Rate.**

5.4.4.1.1. The Bank has the right to unilaterally change the amount of the Standard Interest Rate (including, but not limited to, to stop accrual of interest on the Balance of Funds), provided that the Bank notifies the Client of such changes at **least seven (7) calendar days** before the date of application of the new amount of the Standard Interest Rate, indicating the date of entry into force of the new amount of the Standard Interest Rate. In this case, the Parties agree that the Bank shall be deemed to have duly notified the Client of the change in the amount of the Standard Interest Rate if it notifies the Client by posting information on the Bank's Official Website.

5.4.4.1.2. In the event that the Client does not agree with the new amount of the Standard Interest Rate, which is changed according to clause 5.4.4.1.1 of this Agreement, the Client is obliged to provide the Bank with a notice of refusal to charge interest on the remaining funds before the date of entry into force of the new Standard Interest Rate. IN in this case, the Bank will stop providing Banking Services for the relevant Current Account from the date of entry into force of the new Standard Interest Rate.

5.4.4.1.3. In case of receipt by the Bank from the Client from the application for refusal to charge interest on the balance of funds as provided for in clause 5.4.4.1.2 of this Agreement, interest on the Balance of Funds on the relevant Current Account, taking into account the Valuation Date, is accrued until the date of entry into force of the new Standard Interest Rate (not including such date). Starting from the date of entry into force of the new Standard Interest Rate, interest on the Balance of Funds for the relevant Current Account, taking into account the Valuation Date, is not accrued, unless otherwise stipulated by other agreements between the Bank and the Client. Interest accrued in accordance with this subsection of the Agreement shall be paid by the Bank in accordance with the procedure provided for in clause 5.4.3 of this Agreement.

5.4.4.1.4. In case of non-delivery by the Client to the Bank From the application for refusal to charge interest on the balance of funds as provided for in clause 5.4.4.1.2 of this Agreement, it is considered that the Client agrees with the new amount of the Standard Interest Rate (amended in accordance with clause 5.4.4.1.1 of this Agreement), and interest on the Balance of Funds on the Current Account is accrued and paid by the Bank using the new amount of the Standard Interest Rate from the date of its entry into force.

### **5.4.4.2. Procedure for changing the Individual Interest Rate.**

5.4.4.2.1. The Bank has the right to unilaterally change the amount of the Individual Interest Rate specified in the relevant Statement on the conditions for charging interest on the balance of funds/ and/or in the relevant Notice of Interest Accrual (including, but not limited to, stopping the charging of interest on the Balance of Funds), about which the Bank informs the Client by sending the Client a corresponding notification (hereinafter - "**Notice of change of Individual of the Interest Rate**") indicating the date of entry into

force of the new Individual Interest Rate (or the date from which interest on the Balance of Funds on the Current Account will not be accrued), its amount (in case of its accrual) and the term of validity.

In the event of an increase in the Individual Interest Rate, the Bank may send the Client a Notice of Change in the Individual Interest Rate directly on the date of entry into force of the new (increased) Individual Interest Rate or, at the discretion of the Bank, earlier than the date of entry into force of the new (increased) Individual Interest Rate.

In the case of a decrease in the Individual Interest Rate (including, but not limited to, the termination of interest on the Balance of Funds), the Bank sends the Client a Notice of the change in the Individual Interest Rate **at least 1 (one) Banking Day** before the date of application of the new (reduced) amount of the Individual Interest Rate of the Interest Rate or until the date of termination of interest accrual on the Balance of Funds. At the same time, the Parties have agreed that the Notice on the change of the Individual Interest Rate is considered to have been duly provided to the Client, if it is sent by the Bank to the Client in paper or electronic form (by means of the Client-Bank System). In the event that the Bank sends a Notice on the change of the Individual Interest Rate in paper form, the Client is considered to have been notified (notified) of the change in the Individual Interest Rate on the day the Bank sends the corresponding Notice on the change of the Individual Interest Rate to the Client's address. If the Bank sends the Notice of Individual Interest Rate Change in electronic form (via the Client-Bank System), such Notice of Individual Interest Rate Change may be signed:

(i) using a Qualified Electronic Signature or an Advanced Electronic Signature of the Bank's authorised persons, or  
(ii) by using facsimile reproduction of analogues of handwritten signatures of the Bank's authorised persons and the Bank's seal using electronic copying means, samples of which are provided in Annex No. 7 hereto. At the same time, any Notice of Change of the Individual Interest Rate signed by the Bank using facsimile reproduction of analogues of handwritten signatures of the Bank's authorised persons and the Bank's seal using electronic copying devices, samples of which are provided in Annex No. 7 hereto, shall be deemed to be made in writing in accordance with Article 207 of the Civil Code of Ukraine. The conclusion of the Application for Banking Services by the Parties shall constitute a written consent of the Parties to use facsimile reproduction of analogues of handwritten signatures of the Bank's authorised persons and the Bank's seal by means of electronic copying, samples of which are provided in Annex No. 7 hereto, when signing the Notice of Change of the Individual Interest Rate on behalf of the Bank.

5.4.4.2.2. In the event that the Client does not agree with the new Individual Interest Rate, which is changed according to clause 5.4.4.2.1 of this Agreement, the Client is obliged to provide the Bank with a Statement of refusal to charge interest on the balance of funds no later than the date of entry into force of the new Individual Interest Rate specified in the relevant Notice on the change of the Individual Interest Rate. In such a case, the Bank shall cease to provide the Banking Service for the relevant Current Account from the date of entry into force of the new Individual Interest Rate specified in the relevant Notice on the change of the Individual Interest Rate.

5.4.4.2.3. In the event that the Bank receives from the Client an Application to refuse to charge interest on the balance of funds as provided for in clause 5.4.4.2.2 of this Agreement, interest on the Balance of Funds on the relevant Current Account for the relevant calendar month, taking into account the Valuation Date, is accrued until the date of entry into force of the new Individual Interest Rate (not inclusive). Starting from the date of entry into force of the new Individual Interest Rate, interest on the Balance of Funds on the relevant Current Account, taking into account the Valuation Date, is not accrued, unless otherwise provided by other agreements between the Bank and the Client. Interest accrued in accordance with this sub-clause of the Agreement shall be paid by the Bank in accordance with the procedure provided for in clause 5.4.3 of this Agreement.

5.4.4.2.4. In the event that the Client does not submit to the Bank an Application for refusal of accrual of interest on the balance of funds as provided for in clause 5.4.4.2.2 of this Agreement, it is considered that the Client agrees with the new amount of the Individual Interest Rate (amended in accordance with clause 5.4.4.2.1 of this Agreement), and starting from the date of entry into force of the new amount of the Individual Interest Rate, interest on the Balance of Funds on the Current Account is accrued and are paid by the Bank at the new Individual Interest Rate, specified in the relevant Notice on the Change in the Individual Interest Rate.

5.4.4.2.5. If not less than for 1 (one) Banking Day before the expiry of the term (period) of the Individual Interest Rate specified in the relevant Statement on the conditions for charging interest on the balance of funds or in the relevant Notice of Interest Accrual or the Notice on the change of the Individual Interest Rate, none of the Parties in paper or electronic form (using the means of the Client-Bank System or with the help of other agreed) do not inform the other Party of their intention to stop providing/receiving the Banking Service, the term of the Individual Interest Rate, specified in the relevant Statement on the conditions for charging interest on the balance of funds or in the relevant Notice of Interest Accrual or the relevant Notice on the change of the Individual Interest Rate, shall be considered extended for an indefinite period under the same conditions. Such extension of the term (period) of the Individual Interest Rate, specified in the relevant Statement on the conditions for charging interest on the balance of funds or in the relevant Notice of Interest Accrual or the relevant Notice on the change of the Individual Interest Rate, does not require the conclusion of any separate statements, contracts or any other documents by the Parties.

For the avoidance of doubt, the Bank has the right to change the amount of the Individual Interest Rate specified in any Notice on the change of the Individual Interest Rate (including, but not limited to, stopping the accrual of interest on the Balance of Funds), in accordance with the procedure provided for in clauses 5.4.4.2.1. - 5.4.4.2.4 of the Agreement.

5.4.4.3. By entering into the Statement for the provision of banking services, the Parties agree to the procedure for changing the Interest Rate as described in clauses 5.4.4.1 and 5.4.4.2 of this Agreement without the Parties concluding separate statements, contracts and/or other documents.

The parties hereby agree that the Bank has the right to change the amount of the Interest Rate unilaterally as provided for in clauses 5.4.4.1 and 5.4.4.2 of the Agreement an unlimited number of times and with any frequency.

#### **5.4.5. TERM (DURATION) OF THE INTEREST RATE. PROCEDURE FOR REFUSAL TO RECEIVE/PROVIDE BANKING SERVICES**

5.4.5.1. Term (duration) of the Interest Rate is unlimited, unless otherwise stipulated by the relevant Statement on the conditions for accrual of interest on the remaining amount in or the relevant Notice of Interest Accrual or the relevant Notice on the change of the Individual Interest Rate.

5.4.5.2. The Bank prematurely stops charging interest on the Balance of Funds on the Current Account and providing the Banking Service:

- automatically in case of closing the Current Account, the Balance of Funds on which interest is accrued; or
- automatically in case of termination of the Agreement/termination of the validity period of the Agreement; or
- at any time at the initiative of the Bank, provided that the Client is sent a corresponding notice on the termination of the provision of the Banking Service at least 7 (seven) calendar days before the date of such termination indicating in such notification the date of termination of the provision of the Banking Service and the accrual of interest on the Balance of Funds. The Bank's notification of the termination of the provision of Banking Services shall be sent by the Bank to the Client in paper or electronic form (via the Client-Bank System). In case the Bank sends a notice of termination of the Banking Service in paper form, the Client shall be deemed notified (warned) of the termination of the Banking Service on the day the Bank sends the relevant notice of termination of the Banking Service to the Client. In case the Bank sends a notice of termination of the Banking Service in electronic form (via the Client-Bank System), such notice of termination of the Banking Service may be signed:

- (i) using a Qualified Electronic Signature or an Advanced Electronic Signature of the Bank's authorised persons, or
- (ii) using facsimile reproduction of analogues of handwritten signatures of the Bank's authorised persons and the Bank's seal by means of electronic copying, samples of which are given in Annex No. 7 hereto. At the same time, any notice of termination of the Banking Service signed by the Bank using facsimile reproduction of analogues of handwritten signatures of the Bank's authorised persons and the Bank's seal using electronic copying means, samples of which are provided in Annex No. 7 hereto, shall be deemed to be made in writing in accordance with Article 207 of the Civil Code of Ukraine. The conclusion by the Parties of the Banking Services Application shall constitute a written consent of the Parties to use facsimile reproduction of analogues of the handwritten signatures of the Bank's authorised persons and the Bank's seal by means of electronic copying, samples of which are provided in Annex No. 7 hereto, when signing a notice of termination of the Banking Service on behalf of the Bank. Further accrual of interest on the Balance of Funds on the Current Account may be agreed upon by the Parties in accordance with the procedure provided for in this Agreement. For the avoidance of doubt, the Bank's notification of the termination of the provision of the Banking Service provides for the complete termination of the provision of the Banking Service for the Current Account(s) specified in such notification, and does not apply to cases of changes in the Standard Interest Rate and/or of the Individual Interest Rate (including the termination of the accrual of interest on the Balance of Funds) as stipulated in clause 5.4.4 of this Agreement; or
- in other cases stipulated by this Agreement and/or current legislation of Ukraine.

5.4.5.3. The Client may at any time refuse to receive the Banking Service by submitting to the Bank in paper or electronic form (via the Client-Bank System) a relevant Application for refusal to accrue interest on the balance of funds signed by the Client's authorised persons.

## **5.5. "WELCOME OVERDRAFT" BANKING SERVICE**

All terms and concepts used in this clause 5.5 of the Agreement and not defined by this Agreement are used in the meanings given in the «Welcome» Overdraft Rules.

*In this clause 5.5 of the Agreement, the term "Banking Service" means the "Welcome Overdraft" Banking Service*

5.5.1. The Bank on the basis of and in accordance with the terms of the Application for the provision of banking services concluded by the Parties or the Application es to change the conditions for using banking services and in the manner prescribed by the «Welcome» Overdraft Rules provides the Client with an Overdraft bank loan in UAH, and the Client receives it and undertakes to return the used amount of the Overdraft, to pay interest, commissions and other payments for the Overdraft provided in the manner, amount and terms specified in the «Welcome» Overdraft Rules.

5.5.2. The Banking Service is provided in the amount of the Banking Service Limit, which is defined in the «Welcome» Overdraft Rules. On the date of conclusion by the Parties of the relevant Application for the provision of banking services or the Application for changing the conditions of using banking services, the Available Banking Service Limit is indicated in the relevant Application for the provision of banking services or the Application for changing the conditions for using banking services.

5.5.3. For the use of the Banking Service, the Bank charges interest, which is calculated by the Bank on the basis of the Standard amount of the interest rate, the amount and payment procedure of which are determined by the «Welcome» Overdraft Rules. At the time of conclusion by the Parties of the relevant Application for the provision of banking services or the Application for changing the conditions for using banking services, the Standard amount of the interest rate is indicated in the relevant Application for the provision of banking services or the Application for changing the conditions for using banking services. The Client also pays the Bank a commission fee, the calculation procedure and payment terms of which are determined by the Bank Tariffs. The Current Account used for the provision of Banking Services is indicated in the Application for the provision of banking services or the Application for changing the terms of using banking services.

5.5.4. By signing the Application for the provision of bank loans and/or the Application for changing the conditions for using banking services, the Client confirms that he is familiar with the «Welcome» Overdraft Rules, agrees with them and undertakes to properly and consistently perform his duties, defined by them.

The rules of the "Welcome" Overdraft are an integral part of this Agreement and are not subject to additional signing by the Parties.

## 6. ACCOUNT DEBITING

6.1. By signing the Application for the provision of banking services, the Client gives the Bank his/her irrevocable consent to the execution of payment transactions by the Bank from Debiting the Account for payment:

- (i) the amount of remuneration to the Bank payable by the Client for transactions performed in accordance with the Agreement and services provided in the amounts stipulated by the Bank Tariffs,
- (ii) amounts of Debt Obligations for Banking Service provided for in Clause 5.5. of the Agreement;
- (iii) amounts of Unauthorized Overdraft,
- (and v) the amount of penalties (penalties, fines) due to the Client's breach of his obligations, calculated in accordance with this Agreement and/or any other agreements concluded between the Bank and the Client (including, but not limited to, any credit agreements, agreements on the provision of banking services, factoring agreements, surety agreements, etc.),
- (v) other amounts provided for in this Agreement and payable by the Client,
- (vi) the amount of remuneration to the Bank payable by the Client under the Salary Project and Distribution of Funds Agreement (as this term is defined in clause 5.2 of the Agreement), the total amount of funds according to the Consolidated Statement (as this term is defined in clause 5.2 of the Agreement) for further crediting into payments to the card accounts of holders under the Salary Project and Fund Distribution Agreement (as this term is defined in clause 5.2 of the Agreement) and other amounts payable by the Client under the Salary Project and Fund Distribution Agreement (as this the term is defined in Clause 5.2 of the Agreement);
- (vii) the amount of remuneration to the Bank payable by the Client for the transactions performed and the services provided under any other contracts concluded between the Bank and the Client, in the amount stipulated by such contracts,
- (vii and) the amount of debt (due and/or overdue) of the Client under this Agreement and/or any other agreements concluded by the Client with the Bank (in including, but not limited to, any credit agreements, agreements on the provision of banking services, factoring agreements, surety agreements, etc.), in the amount of such debt.

The periodicity and terms of debiting the amount of remuneration to the Bank, payable by the Client for the transactions performed and services provided under this Agreement and/or any other agreements between the Bank and the Client (simultaneously with the execution of the transaction, monthly, quarterly, etc.), are established by the Bank independently.

By the beneficiary for payment transactions from Debiting the Account, provided for in clause 6.1 of the Agreement, there is a Bank. Such Debiting of the Account is carried out on the basis of the Bank's payment instructions. At the same time, when determining the sequence of receipt of payment instructions to the Bank during the Banking Day of Debiting the Account by the Bank, such payment instruction(s) of the Bank will be considered to be of priority regarding its receipt to the Bank and therefore, respectively, are subject to execution by the Bank earlier than other payment instructions.

6.2. The Client is obliged at any time to ensure the availability of funds in the Client's Current Account in the amount sufficient for the Bank to Debit the Account, provided for in clause 6.1 of this Agreement.

6.3. If there are no funds in the Client's Current Account in the amount necessary to pay the Bank's remuneration for services provided by the Bank/transactions performed under this Agreement in full, the Bank provides the Client with a corresponding letter for payment of the services provided/transactions performed. The Client is obliged to pay the required amount within the period specified in this letter. The provision of the letter by the Bank does not deprive the Bank of the right to debit the Account for the payment of the amounts provided for in clause 6.1 of the Agreement, in accordance with the procedure provided for in Clause 6.1 of the Agreement.

For violation of the terms of payment of remuneration to the Bank for services provided by the Bank/transactions performed under this Agreement, specified in the Bank's letter provided to the Client in accordance with clause 6.3 of the Agreement, the Client is obliged to pay the Bank a penalty in the amount of 0.1% of the overdue amount - for each day of the delay (in the case of the Bank charging it).

6.4. By signing the Application for the provision of banking services, the Client gives the Bank his/her irrevocable consent to the Bank's execution of payment transactions by Debiting the Account to pay (return) the amount of an erroneous, improper or unaccepted payment transaction that was credited to the Client's Account and calculated in accordance with clause 5.1.4.5.5 of this Agreement, penalties, if the Client did not return the amount of such an erroneous, improper or unaccepted payment transaction within 3 (three) working days from the moment of receiving the Bank's notification about the execution of an erroneous, improper or unaccepted payment transaction.

By the beneficiary for payment transactions from Debiting the Account, which are provided for in clause 6.4 of the Agreement, there is a Bank. Such Debiting of the Account is carried out on the basis of the Bank's payment instructions.

6.5. If in the event of an erroneous, improper or unaccepted payment transaction in respect of which the Client is an improper payer, the Bank has reimbursed the Client for the amount of such payment transaction, the Client shall provide the Bank with his/her irrevocable consent by signing the Application for the provision of banking services, after the amount of such erroneous, improper or unaccepted payment transaction is returned by the improper recipient, for the Bank to perform payment transactions to debit the Account for the amount returned by the improper recipient under the relevant erroneous, improper or unaccepted payment transaction. The recipient of funds under payment transactions for debit of the Account provided for in clause 6.5. The Bank shall be the recipient of such Account debits on the basis of payment instructions issued by the Bank at any time from the moment the amount of the erroneous, improper or unaccepted payment transaction returned by the wrong recipient is credited to the Client's Account.

6.6. If there are no funds in the Client's Current Account opened in the currency of the Client's obligations to the Bank, in the amount necessary for the Bank to perform payment transactions from Debiting the Account in the manner provided for in clauses 6.1, 6.3,

6.4 and 6.5 of this Agreement, the Bank has the right, and the Client, by signing the Application for the provision of banking services, the Client gives his consent to the Bank to perform payment transactions for Debiting the Account in a currency other than the currency of the Client's obligations to the Bank. The Client hereby also entrusts and grants the Bank consent and all necessary powers on behalf and at the expense of the Client, and in case of need - on its own behalf, but at the expense of the Client, to buy/sell/exchange currency on the interbank foreign exchange market of Ukraine at the exchange rate determined independently by the Bank (at the same time, such exchange rate cannot be higher/lower than the official exchange rate of the hryvnia to the relevant foreign currency(s), established by the NBU +/- 5% in the currency of the Client's obligations to the Bank, which was effective on the day of the corresponding payment transaction for Debiting the Account), and without the need for the Client to submit any applications, letters, messages and other documents (hereinafter - "**Conversion**"). If necessary, the Bank, on behalf and at the expense of the Client or on its own behalf, but at the expense of the Client, pays all fees/taxes/other costs applicable to the Conversion, including the fee to the Pension Fund of Ukraine, in the amount established by the current legislation of Ukraine. By the beneficiary for payment transactions from Debiting the Account, provided for in clause 6.6 of the Agreement, there is a Bank. Such Debiting of the Account is carried out on the basis of the Bank's payment instructions. In the event that the Bank performs payment transactions for Debiting the Account in a currency other than the currency of the Client's obligations to the Bank, the Client is obliged to pay the Bank a commission for the purchase/sale/exchange of foreign currency in the amount determined by the Bank Tariffs.

6.7. The Client may instruct and give consent to the Bank to carry out other payment transactions from the Account Debit to ensure the transactional and uninterrupted economic activity of the Client, which the Parties may agree on in the relevant Application for the provision of banking services or the Application for changing the conditions of using banking services or a separate contract between the Bank and the Client or for which the Client may provide the Bank with a separate written mandate and consent.

6.8. The Client's consent to the execution of payment transactions for debit of the Account provided for in clauses 6.1, 6.3, 6.4, 6.5 or 6.6 of the Agreement may not be withdrawn by the Client.

6.9. By signing the Application for the provision of banking services, the Client confirms that the procedure for Debiting the Account provided for in clauses 6.1, 6.3, 6.4, 6.5, 6.6 and 6.7 of this Agreement is clear to him and that the Client agrees with it.

In the event that in any Statements and/or other documents related to this Agreement and/or in any other agreements between the Bank and the Client there is an instruction from the Client to the Bank to carry out a contractual debit of funds from the Client's Account, then such the Client's mandate for the Bank to carry out contractual debiting of funds is also considered the Client's consent to the Bank's Debiting the Account in accordance with the conditions specified in the relevant Statements and/or other documents related to this Agreement and/or relevant other agreements between the Bank and the Client.

## **7. CONFIDENTIALITY. BANKING SECRECY**

7.1. The Bank is obliged to ensure the preservation of information (information) about the Client, which, in accordance with the requirements of the Legislation, is recognized as bank secrecy. The Bank is responsible for the illegal disclosure (disclosure) or use of information (information) that contains banking secrets in accordance with the requirements and in the manner established by the Law. The Bank has the right to disclose bank secrecy in the cases and in the manner provided by the Legislation and this Agreement.

7.2. By signing the Application for the provision of banking services/Cash Document, the Client gives permission to the Bank to transfer information about him, which constitutes banking secrecy, to enterprises, institutions, organizations, state authorities, state registrars, and third parties who, in accordance with the Legislation, have the right to receive such information or who are in contractual relations with the Bank and/or have entered into an agreement with the Bank regarding the non-disclosure of confidential information, including, but not limited to, rating agencies, auditing companies that will carry out an inspection/rating of the Bank, any natural and legal persons for the purpose of exercising the Bank's rights as a creditor, as well as in the case of the need to protect the Bank's rights and interests, including persons who will provide the Bank with debt collection services under the Agreement and/or other actions related to the implementation of the Bank's rights under the Agreement, other persons in order to fulfil the requirements of the Legislation, the Agreement and/or other agreements concluded between the Client and the Bank.

7.3. The Bank is part of the OTP Group, which includes OTP Bank (Hungary), its local and foreign branches and their subsidiaries (the OTP Group). Companies of the OTP Group constantly exchange information through a common information system, the task of which is to minimize the risk of the group as a whole.

The Client authorizes the transfer for confidential use of information about him and/or any of his subsidiaries (including, but not limited to, confidential information and bank secret information) within the OTP Group.

The specified information may be transferred, in particular, in connection with the provision of any service or banking product to the Client, as well as for the purposes of data processing, statistical analysis and risk analysis.

This authorization applies to the Bank, other members of the OTP Group in Hungary and abroad, which are organized and function as a single bank.

7.4. The Client gives the Bank permission to disclose confidential information about him (information containing bank secrets) to the audit company(s), which he will indicate in the corresponding electronic notification sent to the Bank using the Client- Bank.

7.5. In order to comply with the requirements of the Legislation and the Bank's use of sufficient measures to prevent and counter the legalization (laundering) of proceeds of crime, the financing of terrorism and the financing of the proliferation of weapons of mass destruction, the Client grants the Bank permission to collect, store, use, transfer and disclose confidential information about it (information containing banking secrets) at the request of banks, correspondent banks, including but not limited to: information on

the origin of funds, provision of account statements; information regarding the identification of the bank's Clients - individuals and legal entities (including information about management bodies and their composition; data identifying persons who have the right to dispose of accounts and property; information about controllers of a legal entity); information required by another bank to clarify the essence and purpose of the financial transaction (transactions) carried out by its Client or to check the information provided by the Client; other requested information, which is necessary for the bank to prevent risky activities.

7.6. By signing the Application for the provision of banking services/Cashier Document, the Client gives the Bank permission for the Bank to provide other payment service providers with information containing bank secrets, commercial secrets, payment service provider secrets, financial monitoring secrets.

## 8. PERSONAL DATA PROTECTION

8.1. I, the Owner of personal data\*, have been notified of the purpose of the Bank's processing of my Personal Data (any information about a natural person, including, but not limited to, information regarding the surname, first name, patronymic, information specified in the passport (or other identification document), registration number of the taxpayer's registration card, citizenship, place of residence or stay, place of work, position, contact phone/fax numbers, e-mail address, etc., hereinafter - "**Personal data**"), namely: implementation by the Bank of its financial and economic activities, offering and/or provision of a full range of services by the Bank and/or Third parties (persons with whom the Bank is in contractual relations and/or members of the OTP Group, hereinafter referred to as "**Third Parties**"), including through making direct contacts with the Owner of Personal Data using means of communication.

By signing the Application/Cash Document, the Owner of personal data gives the Bank his unequivocal consent to the transfer (distribution), including cross-border, by the Personal Data Bank to Third parties, change, destroy Personal Data or limit access to them in accordance with the requirements of the Law of Ukraine "On Personal Data Protection" (hereinafter - the "**Law**") and without the need to provide the Owner of Personal Data with a written notification of the implementation of the specified actions.

By signing the Application/Cash Document, the Personal Data Owner confirmed that at the time of Personal Data collection, the Bank informed him about the composition and content of the collected Personal Data, about the rights provided by the Law, about the purpose of collecting his Personal Data.

\*The owner of personal data is the Client/an authorized person of the Client who signs the Application/Cash Document on behalf of the Client.

## 9. NOTIFICATIONS

9.1. The Bank's notification concerning the Bank's Clients and not containing information constituting a banking secret or the Client's confidential information may be sent by the Bank by placing such a notification in publicly accessible places for Clients in the Bank's institutions and/or on the Bank's Official Website. The Client undertakes to familiarize himself with the Bank's notices, which are posted in publicly accessible places for Clients in the Bank's institutions and/or on the Bank's Official Website.

9.2. The Bank shall notify the Clients of addendums and/or addendum to this Agreement and/or of changes to the Bank Tariffs in accordance with the procedure provided for in this Agreement.

9.3. In the cases provided for in this Agreement, the exchange of documentation/messages/information between the Parties may be carried out using the Client-Bank System and/or means of electronic/other technical communication and/or by placing relevant information in publicly accessible places for Clients in the Bank's institutions and /or by placing relevant information on the Bank's Official Website.

9.4. Notifications not provided for in clauses 9.1, 9.2 and 9.3 of this Agreement, which one Party sends to the other (hereinafter referred to as "**Notifications**"), must be made in paper form and will be considered properly sent if they are sent by mail (registered letter, letter with declared value with a description of the attachment or other letter, the delivery of which can be documented), delivered personally by one of the Parties to the other Party or by courier delivery to the addresses of the Parties specified in the Application, unless otherwise specified in the Agreement.

The notification of one Party is considered received by the other Party on the date that comes earlier:

- the date indicated in the receipt or other document with the mark of the postal department or courier delivery service, received by the sender of the Message, about the delivery of the Message;
- the date of the return of the Message sent by him to the sender in connection with: (i) the absence of the Party to whom the Message was sent, at the address specified in the Application, (ii) refusal to receive the Message, (iii) the expiration of the established period of storage of the Message at the postal operator "link"
- the date indicated by the beneficiary's authorized person on a copy of the Message or another document, in the case of personal delivery of the Message.

Messages delivered by telegraph, teletype, telefax, fax, unless otherwise agreed between the Parties, are of a preliminary nature and must be sent in the future in accordance with the requirements of this clause of the Agreement.

## 10. FORCE MAJEURE

10.1. The Parties are released from responsibility for partial or complete non-fulfilment of their obligations under this Agreement, damages incurred in connection with such non-fulfilment, if the specified non-fulfilment is the result of force majeure circumstances beyond the control of the Party, which does not fulfill its obligations, and which the Parties could not foresee at the time of concluding the Agreement or which they could not prevent.

10.2. Circumstances of force majeure include, but are not limited to: natural disasters, extreme weather conditions, fires, wars (declared or undeclared), strikes, military transactions, public disorder, failure of the NBU Electronic Payment System, etc. Circumstances of force majeure are not acts of state bodies adopted in relation directly to one of the Parties.

10.3. The Party that fails to fulfill its obligations under the Agreement as a result of force majeure is obliged to immediately inform the other Party by any available means of communication about the occurrence of the specified circumstances, the expected period of their validity and the extent to which the force majeure affects to fulfill the obligations under the Agreement, followed by the provision of official confirmation of the fact of occurrence and duration of force majeure circumstances, issued by an authorized body/organization. The obligation to provide official confirmation does not apply to publicly known facts (regarding which there are publications in mass media, official documents of state bodies).

10.4. After the termination of force majeure circumstances, the Parties continue to fulfill their obligations under the Agreement, unless otherwise agreed in writing. At the same time, the term of performance of obligations under the Agreement is extended for the duration of force majeure.

### **11. CREDIT REFERENCE BUREAU**

11.1. By signing the Application, the Client gives the Bank consent to the collection, storage, use and transfer of information about him to the credit history bureau and to the distribution through the credit history bureau (hereinafter - "**Credit Reference Bureau**") of information about him/her.

11.2. Information on the list, name and address of the Credit Reference Bureau is available on the Bank's Official Website. By signing the Application, the Client confirms that he has been properly notified of the name and address of the Credit Reference Bureau.

### **12. APPLICABLE LAW AND DISPUTE RESOLUTION**

12.1. The law governing this Agreement and applicable to its interpretation is the law of Ukraine.

12.2. Any disputes, controversies, disagreements, demands or claims that arise within the framework of the Agreement shall be resolved through negotiations, and in the event of failure to reach an agreement, in court proceedings in accordance with the current legislation, unless otherwise provided for in clause 12.3 of this Agreement.

12.3. All disputes related to the conclusion, addendum, termination, interpretation, invalidation, nullity, execution, violation and liability for violation of this Agreement, which relate to the Banking Service provided for in clause 5.5 of the Agreement ("Welcome Overdraft" Banking Service), are subject to decision by the Permanent Arbitration Court of the Association "Independent Banks of Ukraine" (hereinafter - the "Arbitration Court"), in accordance with the Regulations of the Arbitration Court, which is an integral part of this arbitration agreement. The terms of the Agreement, which contain information on the names of the parties and their locations, are integral parts of this arbitration agreement. The place and date of conclusion of the arbitration agreement correspond to the place and date of conclusion of the Agreement.

### **13. FATCA / CRS.**

13.1 In compliance with the requirements of the United States Foreign Account Tax Compliance Act - hereinafter "FATCA" and/or to fulfill the requirements of the Common Standard on Reporting and Due Diligence for Financial Account Information (CRS), approved by the Council of the Organization for Economic Cooperation and Development on July 15, 2014 (as amended) (hereinafter – the "CRS") and to fulfill the requirements of the Tax Code of Ukraine, the Client or the Client's Authorized Person\* gives the Bank consent to the collection and disclosure of information about the Client, which contains bank secrecy and confidential information, as well as the Client's personal data (including data on beneficial owners) to the US Internal Revenue Service (hereinafter - the "IRS") and/or other authorized bodies, as well as to foreign tax agents required to withhold taxes and fees in accordance with the requirements of FATCA, and/or to persons participating in the transfer of funds to the Client's accounts (for example, correspondent banks) in cases provided for by FATCA, and to competent authorities within the framework of automatic exchange of information on financial accounts in cases provided for by the CRS.

13.2. The Bank shall take all measures to fulfill FATCA/ CRS requirements. The Client agrees that the Bank has the right to demand, and the Client or the Client's Authorized Person is obliged to provide reliable information, including information necessary for the identification of the Client, including information related to his tax status/ residency and the tax status/ residency of his beneficial owners / controlling persons in accordance with the requirements of the Legislation, internal documents of the Bank (including the requirements of the OTP Group) and FATCA/ CRS requirements.

13.3. The Client is obliged to inform the Bank as soon as possible about a change in his tax status (no later than 15 calendar days from the date of such change), including in the case of acquiring the status of a US tax resident and/or acquiring the status of a US tax resident by its beneficial owners, and provide to Corresponding supporting documents to the Bank, certified by the Client or the Client's Authorized Person.

13.4. The Client or the Client's Authorized Person is obliged to notify the Bank within 30 (thirty) calendar days of any change in circumstances that affects the Client's tax residency status or results in the information submitted to the Bank becoming inaccurate or incomplete (including any changes in information about controlling persons), and undertakes to provide the Bank with a properly executed new self-assessment document within thirty calendar days from the date of such changes.

13.5. In the event of failure to provide or provision of inaccurate information by the Client or the Client's Authorized Person, the Bank has the right to temporarily suspend transactions and/or deny the Client the provision of any services under this Agreement in connection with the possibility of linking such transactions with the legalization of income obtained through criminal means, or the financing of terrorism or the financing of the proliferation of weapons of mass destruction.

13.6. In order to comply with CRS requirements, the Bank shall have the right to refuse to establish business relations, to refuse to provide financial services or to refuse to provide further services, including to terminate contractual relations with the Client being an account holder in the following cases: the failure of the Client being an account holder to provide a document of self-assessment of the tax status residency in relation to himself and/or in relation to controlling persons; the failure to provide other information and/or documents necessary for the Bank to undertake due diligence of accounts; the failure of the Client being an account holder to notify about the change in the tax residency status.

In the event of termination of contractual relations with the Client being an account holder for the above reasons, the Bank shall return the remaining funds to the Client being an account holder and shall not be responsible for the losses caused to the Client being an account holder, which are related to the termination of contractual relations. Termination of business relations and return of funds shall take place in accordance with the procedure provided for by the Tax Code of Ukraine and regulatory legal acts of Ukraine.

13.7. The Bank has the right to refuse the Client to make payments in favor of beneficiaries who do not comply with FATCA requirements.

13.8. In the event that any proceeds received by the Client are subject to taxation or withholding in accordance with FATCA requirements, the Client or the Client's Authorized Person shall instruct and grant the Bank its irrevocable consent to perform payment transactions for the Bank's Account Debit to perform a Contractual Debit of such funds to the extent necessary to comply with FATCA requirements from any account of the Client opened with the Bank (including accounts of its structural units). The Bank shall be the recipient of such funds under such Account Debit transactions and shall direct them in accordance with the purpose of the Account Debit. Such Debit of the Account shall be made on the basis of payment instructions issued by the Bank.

13.9. The Bank is not liable to the Client, its counterparties for any withholdings, sanctions, restrictions and other negative consequences related to the Client's funds and accounts, as well as transactions on them, if such consequences are related to the fulfilment of FATCA requirements by the IRS, correspondent banks and other persons participating in transfers, as well as for any related losses, expenses, moral damage and/or lost income.

\*For the purposes of this section of the Agreement, the Client's Authorized Person is defined as a natural person who legally acts on behalf of and on behalf of the Client on the basis of a power of attorney certified in accordance with the established procedure.

#### **14. PROCEDURE FOR CHANGING CLIENT'S ACCOUNTS**

14.1. In the event of a change in the Client's Accounts at the Bank's initiative, on the grounds specified by the Legislation, the Bank informs the Client about the Account change by posting announcements on information stands in places accessible to Clients in the Bank's institutions and /or on the Bank's Official Website and/or by sending a corresponding notification to using the Client-Bank System. If necessary, the Client can contact the Bank (including the Call Centre) for more detailed information on changing the Client's Accounts.

#### **15. PROCEDURE FOR CLOSING CLIENT'S ACCOUNTS, REFUSAL TO RECEIVE/PROVIDE BANKING SERVICES AND CANCELLATION OF THE AGREEMENT**

##### **15.1. PROCEDURE FOR CLOSING CLIENT'S ACCOUNTS.**

15.1.1. Client's Accounts are closed:

- (i) upon the Client's application submitted in accordance with clause 15.1.2 of this Agreement;
- (ii) at the Bank's initiative in the cases provided for in clauses 15.1.3 of this Agreement;
- (iii) on the basis of a document issued by the state registrar in accordance with the procedure established by the Legislation, which confirms the state registration of the termination of the Client-legal entity or on the basis of information received by the Bank from the Unified State Register of Legal Entities, Individual Entrepreneurs and Public Organizations in the form of free access through the portal of electronic services on the state registration of termination of the Client-legal entity;
- (iv) for other reasons provided by this Agreement and/or the Legislation.

15.1.2. The Client has the right to close any and all Accounts by submitting an application to the Bank to close the Account and on the condition that the Client has no unfulfilled obligations to the Bank, regardless of the term of their fulfilment.

The Client can send an application to the Bank to close the Account in electronic form using the Client-Bank System or On time/Vchasno Service. At the same time, such a statement about closing the Account sent by means of the Client-Bank System must contain the Client's Advanced ES (as this term is defined in clause 5.2 of this Agreement) or the Client's Qualified ES (as this term is defined in clause 5.1 of this Agreement) and such an application for closing the Account sent by means of the On time/Vchasno Service must contain the Qualified Electronic Signature of the Client (as this term is defined in clause 5.1. of this Agreement).

15.1.3. The Bank has the right to close the Client's Account in case of:

- (i) absence of transactions on the Client's Account for 1 (one) year or more (not including transactions regarding the payment of remuneration to the Bank for the services provided under this Agreement, the fulfilment of any obligations in favor of the Bank and the accrual of interest on the balance of funds on the Current Account, if such were carried out) and if there is no balance of funds on the Client's Account.



Disclaimer: The Client and the Bank agree that the conditions set forth in clause (i) clause 15.1.3 of the Agreement, is an application to close the Account submitted under a suspensive circumstance (in accordance with Article 212 of the Civil Code of Ukraine). At the same time, the date of submission of such an application for closing the Account is the date when the fact of the lack of balance of funds on the Client's Account occurred. The Bank closes the Client's Account within the terms determined by the Bank at its sole discretion. The parties agree that the closure of the Client's account in accordance with sub clause (i) of clause 15.1.3 of the Agreement does not require the Bank to inform the Client about the fact of closing such an Account.

(ii) the absence of transactions on the Client's Current Account for 3 (three) consecutive years (not including transactions regarding the payment of the Bank's remuneration for the services provided under this Agreement and the accrual of interest on the balance of funds on the Client's Current Account, if such were carried out) and in the presence of funds for to the Client's Current Account. In the case of closing the Client's Current Account in accordance with the procedure provided for in this clause, the Bank sends to the last known address of the Client a notification of the intention to close the Current Account. The Client must, within 30 (thirty) calendar days from the date the Bank sends such a notification, provide the Bank with payment instructions for the purpose of transferring the remaining funds to another bank account of the Client. In the event that the Bank does not receive such payment instructions after the expiration of the above-mentioned thirty-day period from the date of the Bank's notification of the intention to close the Client's Current Account, the Bank closes the Client's Current Account, at the same time, the remaining funds in such Current Account are debited in favor of the Bank by making Debiting the Account by the Bank in the amount of such balance of funds on the Current Account. The Client hereby gives his/her irrevocable consent to the Bank to carry out any and all payment transactions from the Debit Account with respect to the balance of funds on the Client's Current Account. The Bank is the beneficiary of funds for such payment transactions from Debiting the Account.

(iii) the absence of spending transactions on the Client's Account, initiated by the Client by submitting the relevant Payment Instructions to the Bank (as this term is defined in Clause 5.1 of this Agreement), within 6 (six) months and the absence of funds remaining on such Account as of the date the Bank sends the corresponding notification to the Client about the intention to close the Account.

Disclaimer: The Client and the Bank agree that the conditions set forth in clause (iii) clause 15.1.3 of the Agreement, is an application to close the Account submitted under a suspensive circumstance (in accordance with Article 212 of the Civil Code of Ukraine). At the same time, the date of submission of such an application for closing the Account is the date when the fact of the lack of balance of funds on the Client's Account occurred. The Bank closes the Client's Account within the terms determined by the Bank at its sole discretion. The parties agree that the closure of the Client's account in accordance with sub clause (iii) of clause 15.1.3 of the Agreement does not require the Bank to inform the Client about the fact of closing such an Account.

(and v) the Client's failure to provide, at the Bank's request, documents or information necessary for the Bank to perform the function of a financial monitoring entity and/or required by the Bank's internal documents, and/or in the event of an unacceptably high risk being established by the Client or the Client's failure to provide the necessary for proper verification The Client documents or information, and/or in the event that the Client or his representative submits to the Bank false information or submits information with the purpose of misleading the Bank as a subject of primary financial monitoring, and/or in the event that the identification and/or verification of the Client, as well as the establishment of data enabling the establishment of ultimate beneficial owners, is impossible or if the Bank, as a subject of primary financial monitoring, has doubts about the fact that a person is acting on his own behalf, and/or in case of discovery in the manner established by the Legislation, that the bank or other financial institution with which a correspondent relationship is established is a shell bank and/or maintains a correspondent relationship with a shell bank, and/or if it is impossible to identify the person on whose behalf or in whose interest the financial transaction is being carried out, and to establish its final beneficial owner or beneficiary (beneficiary) under the financial transaction, and/or if the Bank, at its sole discretion, suspects that the Client's transactions and /or its activities in general and/or the activities of the Client's representatives contain signs of activities related to the legalization (laundering) of proceeds obtained through crime, and/or the financing of terrorism and/or the financing of the proliferation of weapons of mass destruction, and/or in any other way violates the Legislation regarding the prevention and countermeasures against the legalization (laundering) of criminal proceeds, the fight against the financing of terrorism and the financing of the proliferation of weapons of mass destruction.

In the case of closing the Account in accordance with the procedure provided for in this clause, the Bank sends a notice of denial of service to the last known address of the Client with a request to close the Account. Within 5 (five) Banking Days from the date of the Bank's sending of such notification, the Client must submit to the Bank a statement on closing the Account and fulfill the Debt Obligations in full (if any).

In the event that the Bank does not receive a statement to close the Account at the end of the above-mentioned five-day period, the Bank independently closes the Client's Account and, if there is a balance of funds on such an Account, transfers the remaining funds from the Client's Account, which is closed by the Bank, to account 2903 "Funds of the Bank's Clients for invalid accounts". At the same time, the Client is not released from the obligation to fulfill Debt Obligations to the Bank.

(v) for other reasons provided by this Agreement and/or the Legislation.

15.1.4. In case of closing the Client's Account according to clause 15.1.1. (iii) of this Agreement and if there is a balance of funds on such an Account, the Bank transfers the balance of funds from the Client's Account to account 2903 "Funds of bank Clients on inactive accounts".

For the founders/participants/shareholders/owners of the Client to receive the balance of funds from account 2903 "Funds of bank Clients on inactive accounts", transferred from the Client's Account closed in accordance with clause 15.1.1. (iii) of this Agreement, a corresponding written application (hereinafter referred to as "**Request 1**") is submitted to the Bank, signed by a person authorized by the founders/participants/shareholders/owners of the terminated Client-legal entity, which must indicate the amount of funds to be paid transfer to each founder/participant/shareholder/owner of the terminated Client-legal entity, as well as details for the transfer of funds. If the founder/participant/shareholder/owner of the Client of the terminated legal entity is one person, then Application 1 is signed by this person or a person authorized by him.

15.1.5. The Client's Current Account, opened in accordance with this Agreement for the formation of authorized capital, is closed:

- in case of refusal of state registration of the Client - a legal entity;

- by the decision of the founders/participants/shareholders to refuse to create a Client – a legal entity.

The Current Account for the formation of authorized capital is closed on the basis of a written request (hereinafter referred to as "Request 2"), signed by a person authorized by the founders/participants/shareholders/owners of the newly created legal entity-Client to close the Current Account, which indicates the reason for closing the Current Account, the amount funds to be transferred to each founder/participant/shareholder/owner of a newly created legal entity-Client, as well as details for transferring funds. If the founder/participant/shareholder/owner of the newly created legal Entity-Client is one person, then Application 2 indicating the reasons for closing the Current Account and details for transferring funds is signed by this person or a person authorized by him/her. In the case of closing the Current Account for the formation of authorized capital based on the decision of the founders/participants/shareholders/owners to refuse to create a Client–legal entity, a corresponding decision of the founders/participants/shareholders/owners to refuse to create a Client–legal entity is additionally submitted.

15.1.6. In case of termination of the Client as a result of a merger/amalgamation/division/transformation, the Client's Accounts opened before such merger/amalgamation/division/transformation are closed by the Bank on the basis of the corresponding application(s) of the Client (or his legal successor) to close the Account(s). At the same time, if the Client intends to continue using the Banking Services in accordance with this Agreement, the Client (his legal successor) shall open a new Account(s) prior to the closure of the Account(s) opened prior to such merger/amalgamation/division/transformation) and the Parties enter into the corresponding Application on changing the conditions of using banking services in the manner provided for in this Agreement.

## **15.2. PROCEDURE FOR REFUSAL FROM RECEIVING/PROVIDING BANKING SERVICES.**

15.2.1. The Client has the right to refuse to receive any Banking Service by:

(i) submission to the Bank of the relevant Application for changing the conditions of using banking services - to refuse to receive the Banking Services provided for in clause 5.2 and/or Clause 5.5 of this Agreement, for the relevant Account;

(ii) submission to the Bank of the appropriate Application for refusal of the "Regular Payments" banking service - to refuse to receive the Banking Service provided for in Clause 5.3 of this Agreement for the relevant Current Account;

(iii) submission to the Bank of the relevant Application for refusal of accrual of interest on the balance of funds - to refuse to receive the Banking Service provided for in Clause 5.4 of this Agreement for the relevant Current Account;

(iv) statements on closing the Account - to refuse all Banking Services provided under such Account.

At the same time, refusal of the Banking Service provided for in clause 5.5. of this Agreement, at the initiative of the Client, is possible only after full repayment of all Debt Obligations under such Banking Service (including, but not limited to, return of Overdraft, payment of interest, fees, commissions, penalties, fines, compensation (reimbursement) of expenses (damages) incurred (incurred) by the Bank in connection with the Agreement and in connection with non-fulfilment and/or improper fulfilment of the provisions of the Agreement by the Client).

By the time the Client refuses to receive a certain Banking Service (depending on the case), the Client is obliged to repay the Debt Obligations under the Agreement or debts to the Bank that may have arisen during the provision of the Banking Service, from which the Client refuses.

15.2.2. The Bank has the right to close the Client's Account and refuse all Banking Services provided under such Account, in the cases and in the manner stipulated in Clause 15.1.3 of this Agreement.

The Bank has the right to unilaterally refuse to provide the Banking Service provided for in Clause 5.2 of this Agreement, on the 30th (thirtieth) calendar day from the date of sending the relevant notice to the Client (in paper or electronic form (by means of the Client-Bank System)) in the following cases:

- The Client did not pay for the Bank's services for connecting to the Client-Bank System in the amount stipulated by the Bank Tariffs;

- The Client has not paid for the Bank's services provided using the Client-Bank System, in the amount stipulated by the Bank Tariffs;

- The Client has systematically (more than 3 times) violated the User Instructions (as this term is defined in clause 5.2 of the Agreement);

- The Client refused to change the Secret Keys (as this term is defined in Clause 5.2 of the Agreement) in the event of a change in the persons authorized to dispose of the Account (for Clients who are legal entities) and/or in the case of a change in the Client's authorized persons who have the right of administrative signature (for Clients who are natural persons-entrepreneurs);

- The Client allowed the duplication of the Secret Key (as this term is defined in Clause 5.2 of the Agreement) and/or its transfer to third parties.

The Bank has the right at any time for any reason unilaterally (including, but not limited to, before the end of the term (period) of providing the corresponding Banking Service) to refuse to provide the Banking Service provided for in clause 5.3 of this Agreement, on the condition that the Client is notified (in paper or electronic form (using the means of the Client-Bank System)) of the termination of such a Banking Service not less than 7 (seven) calendar days before the date of termination of the corresponding Banking Service indicating in such notification the date of termination of the provision of the relevant Banking Service, unless otherwise provided by the provisions of the relevant section (clause) of the Agreement, which regulates the procedure and conditions for providing such a Banking Service. Upon receipt of the Bank's notification of the Bank's intention to terminate the provision of a certain Banking Service, until the termination of the provision of the corresponding Banking Service, the Client is obliged to repay any debt to the Bank that may have arisen during the Agreement in connection with the Banking Service that is no longer provided to the Client.

15.2.3. Without limiting the provisions of other clauses of this Agreement, in the event that the Client's debt to the Bank under this Agreement for payment of services provided/performed transactions, taking into account the amount of accrued fines, exceeds the amount corresponding to the cost of maintaining a functioning Client's Account specified in the Bank Tariffs, the Bank has the right to suspend the provision of any and all Banking Services under this Agreement until the Client fully repays the debt. If the Client does not repay the above debt within 60 (sixty) calendar days from the date of its occurrence, the Bank has the right to unilaterally refuse to provide any and all Banking Services and close the Client's Account.

15.2.4. Special and/or additional conditions for termination of provision/reception of certain Banking Services under this Agreement may be provided for in the relevant sections (clauses) of this Agreement.

### **15.3. PROCEDURE FOR CANCELLATION AND TERMINATION OF THE AGREEMENT**

15.3.1. This Agreement enters into force for the Parties from the moment the Parties conclude an Application for the provision of banking services and is valid for an indefinite period - until its termination in the cases and procedure provided for by this Agreement or the Legislation.

15.3.2. In the event that the Client closes all Accounts and after the Client repays the Debt Obligations to the Bank under this Agreement in full, this Agreement shall be considered terminated by the Parties at the initiative of the Client. At the same time, the date of termination of this Agreement shall be the date of closing the last Client's Account or the date of full fulfilment of Debt Obligations, whichever date is later.

15.3.3. In the event that the Bank closes all the Client's Accounts for reasons other than those provided for in Clause 15.1.1(i) of the Agreement, the Bank has the right (but is not obliged) to terminate this Agreement unilaterally by sending the Client a corresponding written notice (in paper or electronic form (using the Client-Bank System)) indicating the date of termination of this Agreement. During the period from the date of the Bank's notification to the Client of the Bank's intention to terminate the Agreement and until the termination of the Agreement, the Client is obliged to repay any debt to the Bank that may have arisen during the validity of the Agreement.

The Bank has the right to send the Client a notice of termination of this Agreement at the same time as sending a notice of closing the Account.

15.3.4. Notwithstanding the other provisions of this Agreement, this Agreement is valid and effective until the termination of all Debt Obligations through their full performance by the Client.

Expiry of the Agreement does not release the Parties from responsibility for its violation, which occurred during the Agreement's validity.

15.3.5. In the event that after closing the Accounts and termination of this Agreement, the Client applies to the Bank with a request to provide any information and/or certificates/statements/other documents regarding the Client's Accounts, the Client is obliged to pay the Bank a fee for providing such information and /or certificates/statements/other documents regarding the Client's Accounts in the amounts stipulated by the Bank Tariffs, on the day of application to the Bank.

**[SAMPLE ORDER FOR WITHDRAWAL OF CONSENT TO PERFORM A PAYMENT TRANSACTION]**

**To:** OTP BANK JSC, legal entity identification code: 21685166  
(hereinafter - the "**Bank**")

**From:** [specify the full or abbreviated name of the Client], identification code of a legal entity or tax number: [xxxxxxxxxx]  
(hereinafter - the "**Client**")

**Of:** Agreement for the provision of payment and other services to corporate clients, concluded between the Bank and the Client in accordance with the Application for the provision of banking services No. [x] dated [x].[x].[20xx]  
(hereinafter - "**Agreement**")

**SAMPLE ORDER FOR WITHDRAWAL OF CONSENT TO PERFORM A PAYMENT TRANSACTION**  
**dated [x].[x].[20xx]**  
(hereinafter - "**Order**")

The Client hereby withdraws his/her consent to (select the necessary\*):

execution of a payment transaction in the amount [ indicate the amount in figures and currency] contained in the payment order and instruction No. [x] dated [x].[x].[20xx]

execution by the Bank of payment transactions for Debiting the Account, which are provided for [ specify the name of the contract/deed that provides for the debiting of the account] No. [x] dated [x].[x].[20xx] between the Bank and the Client

\* Note: the selected field must be marked as follows:

By signing this Order, the Client confirms and agrees that the Client has no right to withdraw his/her consent to the Bank's execution of payment transactions for debit of the Account if, in accordance with the terms of the Agreement and/or any other agreement/transaction between the Bank and the Client, such consent is irrevocable.

All terms used in this Order have the meanings defined in the Agreement.

For and on behalf of the Client: \_\_\_\_\_ [surname, name, patronymic (if available) and position]  
[signature]

**[SAMPLE ORDER FOR WITHDRAWAL OF A PAYMENT INSTRUCTION]**

**To:** OTP BANK JSC, legal entity identification code: 21685166  
(hereinafter - the "**Bank**")

**From:** *[full or abbreviated name of the Client]*, identification code of a legal entity or tax number: [xxxxxxxxxx]  
(hereinafter - "**Client**")

**Of:** Agreement for the provision of payment and other services to corporate clients, concluded between the Bank and the Client in accordance with the Application for the provision of banking services No. [x] dated [xx].[xx].[20xx]

**SAMPLE ORDER FOR WITHDRAWAL OF A PAYMENT INSTRUCTION  
dated [xx].[xx].[20xx]**

The Client hereby deducts payment instruction No.[x] dated [xx].[xx].[20xx] in the amount of *[specify the amount in numbers and currency]*.

*Note: a payment instruction can only be withdrawn in full.*

For and on behalf of the Client: \_\_\_\_\_ *[surname, name, patronymic (if available) and position]*  
*[signature]*

## **MEMO ON COMPLIANCE WITH INFORMATION SECURITY REQUIREMENTS**

### **WHEN USING THE CLIENT-BANK SYSTEM**

**(obligatory to be performed by persons who have the right to impose Advanced ES and/or Qualified ES and/or Simple ES on payment instructions and/or sign Requests for Certificates on behalf of the Client, as well as by persons responsible for computer transaction and administration with installed software of the Client-Bank System)**

The effectiveness and safety of using the Client-Bank System largely depends on strict compliance with information security requirements during its transaction.

By providing this service, the Bank has created a convenient technology that ensures reliable protection of the company's payments, provided that unauthorized access by third parties to the Client-Bank System installed at the workplace, secret keys and security passwords to them is not allowed.

The reasons for unauthorized access can be both direct physical access by third parties to a computer with the Client-Bank System installed, and its infection with computer viruses and Trojan programs. Factors contributing to the compromise of secret keys are leaving media with secret keys in the computer's USB ports after the end of work or permanent storage of secret keys on its hard disk.

For its part, the Bank takes all measures to proactively respond to potential threats to information security and recommends observing the following rules of safe work in the Client-Bank System:

#### **Basic rules:**

1. Limit the access of third parties to the computer used by you to work with the Client System Bank. Ensure the safety of the room in which it is installed.
2. Restrict the access of third parties to the mobile phone device used to receive one-time authorization OTP-Codes. Do not share the value of the one-time code with anyone. Remember that Bank employees do not have the right to induce the Client to communicate in any way the meaning of passwords, codes, payment details, etc., as well as to demand any payments in favor of third parties

**Note! It is not recommended to use** mobile phone numbers without concluding a contract with mobile operators to obtain one-time authorization OTP-Codes.

3. Provide secure storage of Secret Keys on an external medium (tokens, etc.). Do not store Secret Key files on your computer's hard drive. Immediately after carrying out transactions using Secret Keys, disconnect their media from the computer, do not leave them permanently connected to the computer.
4. Use the scheme of signing payment instructions with two signatures (two keys) from two separate computers.
5. Periodically monitor the status of your current accounts (at least once a day), even if you do not personally perform payment transactions in the Client-Bank System.
6. Use only licensed software obtained from trusted sources.
7. Use anti-virus software and perform timely installation of anti-virus database updates.
8. Ensure timely installation of operating system security updates (operating systems not supported by developers (eg Microsoft Windows 98, Microsoft Windows 2000, Microsoft Windows XP, etc.) are not recommended).
9. Activate the mode of filtering access to the Client-Bank System by IP address - a standard function of the Client-Bank System Bank. Your IT administrator should contact the System Support Service for detailed information on connecting IP address filtering and making the appropriate settings.
10. Do not use a computer with the Client-Bank System installed to view Internet resources not related to work, do not visit sites with dubious content, which are often the source of the spread of malicious programs (the damage occurs imperceptibly for the user).
11. Do not install or save suspicious files obtained from unreliable sources, downloaded from unknown websites, sent by e-mail, etc. Such files must be deleted immediately. If you need to download a file, be sure to check it with an antivirus program before using it.

#### **Auxiliary rules:**

12. Limit access to the Internet from the workplace where the Client System is used Bank, only the necessary circle of trust resources (banks, counterparties, etc.).

13. Do not work with the Client-Bank System under an account with extended rights in the operating system (for example, "Administrator").

14. Disable the guest login (Guest) account, exclude the use of the user's automatic login mode in the operating system when it is loaded.

15. When working with the Client-Bank System, use passwords that meet the following requirements:

- set the password for entering the Client-Bank System and security passwords for secret keys different from all other passwords used by you;
- choose passwords of sufficient length (at least 6 characters), but which you can remember (passwords are categorically not recommended to be written down);
- never choose as a password: date of birth, names or surnames of you and your close relatives, number of your car and other well-known names/words that can be logically associated with you;
- try to avoid using well-known word forms, it is better to use word combinations;
- use upper and lower case letters, as well as numbers.

16. On computers with the Client-Bank System installed, disable the following boot options for the operating system: boot from removable media (diskette, USB, CD-ROM), boot over the network. Entering the BIOS settings must be protected by a password known only to the system administrator.

17. Do not leave computers with the Client-Bank System installed unattended. In case of temporary absence, it is necessary:

- save and close all payment documents open for editing;
- block the workplace by means of the operating system;
- the user account must be protected by a password;
- in the settings of the operating system, the settings for entering a password when locking the operating system must be set;
- exit from the Client-Bank System program must be done by pressing the "Exit" soft key.

18. Store external carriers of key information (tokens) in a safe or a closed desk drawer.

19. Do not transfer key information carriers to third parties and do not tell them access passwords to the Client-Bank System. If you discover the facts of third-party access to key information (including when you suspect such access), immediately initiate the blocking and change of key information.

20. Do not write down or store passwords to Secret Keys together with key carriers (usb flash, token, etc.).

21. Check and prevent the use of remote administration software (TeamViewer, Remote Desktop Services with the Remote Desktop Connection Client, PuTTY, VNC, UltraVNC, Hamachi, Remote Office Manager, etc.) on the computer on which you use the Client-Bank System.). In case of detection of such software, immediately notify the Bank to block your account in the Client-Bank System, delete the detected software and be sure to reissue Secret Keys \ change passwords;

22. Avoid using computers installed in public places, other people's computers and laptops, smartphones, etc. to work with the Client-Bank System.

23. For communication with persons who have the right to sign payment documents, always indicate personal e-mail addresses in the application (do not use group mailboxes).

24. Use the Intrusion Prevention System.

25. Use network screens (firewall).

26. When working with e-mail and instant messaging services (ICQ, Skype, Mail.Ru-Agent, etc.), pay special attention to the sender of the message. If you do not know the sender, it is strictly not recommended to open attachments and other sent files.

27. Configure the Internet browser to prohibit automatic download and launch of files from the Internet;

28. For the security of authorization data in the Client-Bank System, refrain from storing user account data (login/password) in browsers. To automate the process of entering account data, use separate utilities for storing and managing passwords.

29. If you suspect that your computer is infected with viruses or other malicious programs (inadequate reaction to your actions, "freezing", inexplicable slowing down of actions, independent activity, the appearance of incomprehensible windows, etc.) - immediately notify the Bank to block your account in the Client-Bank System, contact the system administrator to remove the computer virus, followed by mandatory reissuance of Secret Keys\change of passwords;

30. Do not enter confidential data (passwords, identifiers) in program windows, if they differ from the standard ones (different shape, color, logos, inscriptions, fonts), are not displayed as usual (in a different order). Carefully read all messages that appear on the computer screen.

**Please pay special attention!** The Bank does not send software updates to the Client System Bank by e-mail. Do not respond to suspicious emails or phone calls asking you to create a payment, send the Secret Key of an electronic signature, password or other confidential data. If you receive such letters, please contact the Bank's divisions:

- Information Security Department to e-mail [IT.Security@otpbank.com.ua](mailto:IT.Security@otpbank.com.ua)

- Client-Bank System support service, contact numbers:

+ 38 044 4950691, +38 073 3771331, +38 050 3771331 and +38 067 3771331, or by e-mail [clb@otpbank.com.ua](mailto:clb@otpbank.com.ua)



**[SAMPLE REQUEST FOR REIMBURSEMENT  
OF THE AMOUNT OF AN ACCEPTED PAYMENT TRANSACTION]**

**To:** OTP BANK JSC, legal entity identification code: 21685166  
(hereinafter - the "**Bank**")

**From:** *[full or abbreviated name of the Client]*, identification code of a legal entity or tax number: [xxxxxxxxxx]  
(hereinafter - the "**Client**")

**Of:** Agreement for the provision of payment and other services to corporate clients, concluded between the Bank and the Client in accordance with Application for the provision of banking services No.[x] dated [xx].[xx].[20xx]  
(hereinafter - the "**Agreement** ")

**By Account:** No. *[indicate the account number]* in *[indicate the currency of the account]*  
(hereinafter - "**Current Account**")

**SAMPLE REQUEST FOR REIMBURSEMENT  
OF THE AMOUNT OF AN ACCEPTED PAYMENT TRANSACTION  
datedxx].[xx].[20xx]  
(hereinafter referred to as "**Request**")**

Between the Client and *[specify the full name and identification code of the beneficiary]* (hereinafter - the "**Beneficiary**") a contract was concluded *[specify the full name of the contract]* No.[x] dated [xx].[xx].[20xx] (hereinafter referred to as "**Contract with the Beneficiary**"). The contract with the Beneficiary provides for the Client's consent to the Bank's execution of payment transactions from the Current Account based on the Beneficiary's payment instructions in the maximum amount *[indicate the amount in figures]* *[indicate the currency]*.

[xx].[xx].[20xx], the Bank was notified by the Client about the conclusion of the Agreement with the Beneficiary.

[xx].[xx].[20xx], the Bank executed a payment transaction from the Current Account in the amount of *[specify the amount in figures]* *[specify the currency]* on the basis of the Beneficiary's payment instruction from [xx].[xx].[20xx].

The Client hereby requests the Bank to reimburse the amount of the executed accepted payment transaction from the Current Account in the amount of *[specify the amount in figures]* *[specify the currency]*, initiated by the Beneficiary according to the Beneficiary's payment instruction dated [xx].[xx].[20xx], in connection with the simultaneous observance of the following conditions (fulfilment of which the Client confirms by signing this Request):

- 1) the Client's consent to perform a payment transaction does not contain the exact amount of the payment transaction;
- 2) the amount of the above-mentioned payment transaction exceeds the maximum amount of payment transactions determined by the terms of the Agreement with the Beneficiary, about which the Client notified the Bank.

All terms used in this Request have the meanings defined in the Agreement.

For and on behalf of the Client: \_\_\_\_\_ *[surname, name, patronymic (if available) and position]*  
*[signature]*

**[SAMPLE ORDER ON WITHDRAWAL OF CONSENT TO PERFORM PAYMENT TRANSACTIONS  
FOR DEBITING A SPECIAL ACCOUNT]**

**To:** OTP BANK JSC, legal entity identification code: 21685166  
(hereinafter - the "**Bank**")

**From:** *[specify the full or abbreviated name of the Client]*, identification code of a legal entity or tax number: [××××××××]  
(hereinafter - "**Client**")

**Regarding:** 1) Agreement for the provision of payment and other services to corporate clients, concluded between the Bank and the Client in accordance with Application for the provision of banking services No.[×] dated [××].[××].[20××] (hereinafter referred to as the "**Agreement**")

*[signature]*

**Annex 7 to the Agreement on the provision of payment and other services to corporate clients**

**SAMPLES OF FACSIMILE REPRODUCTIONS OF ANALOGUES OF HANDWRITTEN SIGNATURES OF THE BANK'S AUTHORISED PERSONS AND THE BANK'S SEAL**

Surname, name and patronymic of the Bank's authorised person	Sample of facsimile reproduction of the analogue of the handwritten signature of the Bank's authorised person and the Bank's seal
SEREDA Serhii Petrovych	Seal: Ukraine, city of Kyiv OTP BANK JOINT STOCK COMPANY Identification code 21685166 /signature/ 