

**AGREEMENT FOR PROVISION OF PAYMENT AND OTHER SERVICES TO CORPORATE CLIENTS
(Public Part)**

This version is effective from 7 September 2026

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1. DEFINITIONS OF TERMS AND CONCEPTS.	
Bank	JOINT-STOCK COMPANY OTP BANK (legal entity identification code 21685166). The Bank was entered in the State Register of Banks on 2 March 1998 under No. 273.
Banking Day	a day on which banking institutions in the city of Kyiv, and the Bank in particular, are open and conduct transactions with clients.
Banking Service	all and/or any services provided by the Bank to the Client under this Agreement and the Applications, and all and/or any actions and/or transactions performed by the Bank in accordance with this Agreement and the Applications.
Debt Obligations	all and/or any of the Client's payment (monetary) and/or non-payment (non-monetary) obligations under and/or in connection with this Agreement.
Event of Default	any fact, circumstance or condition constituting the Client's failure to perform and/or improper performance of any provision of this Agreement and/or any document or transaction referred to in this Agreement.
Agreement	this Agreement for Provision of Payment and Other Services to Corporate Clients, which governs the procedure and terms and conditions for the provision of Banking Services by the Bank. The Agreement is posted on the Bank's Official Website and in places at the Bank's offices that are publicly accessible to clients. The place of conclusion of the Agreement is Kyiv, Ukraine. The Agreement was previously entitled "Agreement on the Opening of Accounts, the Provision of Settlement and Cash Services 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 and Individual Entrepreneurs, and for the Purposes of Activities such as Production Cooperation, Joint Production and Other Forms of Joint Activity Carried Out under Agreements (Contracts) without Establishing a Legal Entity (Public Agreement)". Any references in the Applications and/or other contracts, agreements or transactions entered into between the Parties and/or in other documents to the <i>Agreement on the Opening of Accounts, the Provision of Settlement and Cash Services 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 and Individual Entrepreneurs, and for the Purposes of Activities such as Production Cooperation, Joint Production and Other Forms of Joint Activity Carried Out under Agreements (Contracts) without Establishing a Legal Entity (Public Agreement)</i> shall be deemed references to this Agreement for the Provision of Payment and Other Services to Corporate Clients. This Agreement for the Provision of Payment and Other Services to Corporate Clients and the <i>Agreement on the Opening of Accounts, the Provision of Settlement and Cash Services and Other Banking Services to Resident Legal Entities (including their separate subdivisions that are not</i>

	<i>independent legal entities), Non-Resident Legal Entities (Non-Resident Investors), Foreign Representative Offices and Individual Entrepreneurs, and for the Purposes of Activities such as Production Cooperation, Joint Production and Other Forms of Joint Activity Carried Out under Agreements (Contracts) without Establishing a Legal Entity (Public Agreement) constitute a single document.</i>
Information Centre/CoHUB	the Bank's information and advisory support centre for legal entities Support service contact details: +38 044 495 06 91 +38 097 377 13 31 +38 063 377 13 31 +38 066 377 13 31 Email: CoHUB@otpbank.com.ua
Account Debit	the debiting (transfer or remittance) by the Bank of funds from the Current Account and/or any other account of the Client opened with the Bank on the basis of the payee's payment instruction. The payee under a payment transaction involving an Account Debit may be: (i) the Bank pursuant to this Agreement or any other agreement entered into between the Bank and the Client; or (2) another person pursuant to this Agreement or any other agreement between the Bank and the Client or among the Bank, the Client and the relevant payee.
Environmental and Social Exclusion List	the list of activities and conduct specified in Appendix 8 to this Agreement whose controversial nature and impact render them incompatible with the values of the international banking group OTP Group in respect of protecting human rights and promoting sustainable development. The Environmental and Social Exclusion List applies when the Bank provides financing to the Client (including trade finance, documentary transactions, factoring products and leasing products).
Applicable Law	the applicable law of Ukraine.
Application	collectively and individually, each Application for Banking Services, Application to Amend the Terms of Use of Banking Services, Application to Agree on the Terms for Provision of the "Recurring Payments" Banking Service, Application to Discontinue the "Recurring Payments" Banking Service, and Application to Discontinue Accrual of Interest on the Funds Balance. Each Application forms an integral part of the Agreement.
Account Opening Application	collectively and individually, each application to open a current account or application to open a settlement account in the form prescribed by the Bank and submitted by the Client to the Bank for the purpose of opening an Account.
Application for Banking Services	both collectively and each individually, each Application for Banking Services in the form prescribed by the Bank, entered into between the Bank and the Client in accordance with the procedure set out in this Agreement for the purpose of the Client receiving and the Bank providing the Banking Services specified in Clauses 5.1 and/or 5.2 and/or 5.5 hereof.
Application to Amend the Terms of Use of Banking Services	collectively and individually, each Application to Amend the Terms of Use of Banking Services in the form prescribed by the Bank, entered into between the Bank and the Client in accordance with the procedure set out in this Agreement for the purpose of amending the terms and/or procedure for using a particular Banking Service specified in Clauses 5.1 and/or 5.2 and/or 5.5 hereof and/or for the Client to discontinue receiving, or the Bank to discontinue providing, a particular Banking Service specified in Clauses 5.1 and/or 5.2 and/or 5.5 hereof. An Application to Amend the Terms of Use of Banking Services shall be entered into by the Parties in respect of the relevant Application for Banking Services, shall form an integral part thereof and shall provide for amendments and/or supplements to that Application for Banking Services. An Application to Amend the Terms of Use of Banking Services may be entered into in respect of all Banking Services specified in Clauses 5.1, 5.2 and 5.5 hereof or in respect of individual Banking Services specified in Clauses 5.1, 5.2 and 5.5 hereof.
Application to Agree on the Terms for Provision of the "Recurring Payments" Banking Service	collectively and individually, each Application to Agree on the Terms for Provision of the "Recurring Payments" Banking Service in the form prescribed by the Bank, entered into between the Bank and the Client in

	accordance with the procedure set out in this Agreement for the purpose of the Client receiving and the Bank providing the Banking Service specified in Clause 5.3 hereof, or of amending the terms of use of the Banking Service specified in Clause 5.3 hereof.
Application to Discontinue the “Recurring Payments” Banking Service	collectively and individually, each Application to Discontinue the “Recurring Payments” Banking Service in the form prescribed by the Bank, signed by the Client and submitted by it to the Bank in accordance with the procedure set out in this Agreement for the purpose of discontinuing the Client’s receipt and the Bank’s provision of the Banking Service specified in Clause 5.3 hereof in respect of the relevant Current Account.
Application to Discontinue Accrual of Interest on the Funds Balance	collectively and individually, each Application to Discontinue Accrual of Interest on the Funds Balance in the form prescribed by the Bank, signed by the Client and submitted by it to the Bank in accordance with the procedure set out in Clause 5.4.2 hereof for the purpose of discontinuing the Client’s receipt and the Bank’s provision of the Banking Service specified in Clause 5.4 hereof in respect of the relevant Current Account.
Cash Document	an electronic or paper document issued for the purpose of carrying out a cash transaction involving the deposit or withdrawal of cash at the Bank’s cash desk.
Client	a client of the Bank that has entered into this Agreement with the Bank and/or for which any Account has been opened with the Bank pursuant to this Agreement. A Client under this Agreement may be a resident legal entity; a separate subdivision of a resident legal entity; a non-resident legal entity; a representative office or another separate subdivision of a non-resident legal entity; an official representative office; an international organization or a separate subdivision of an international organization enjoying immunity and diplomatic privileges; an individual entrepreneur; a manager under an asset management agreement; a participant authorized to represent the interests of other participants in production cooperation, joint production and other forms of joint activity carried out under agreements (contracts) without establishing a legal entity; or another eligible person.
Bank’s Authorized Rate	the foreign currency purchase, sale or exchange rate established by the Bank based on the results of a trading session* on the non-cash foreign exchange market of Ukraine when the Bank executes the relevant application for the purchase, sale or exchange of foreign currency. The Bank may change the Bank’s Authorized Rate previously established at any time during an Operating Day. <i>*Note: a trading session means a period within an Operating Day during which foreign currency purchase, sale or exchange transactions are carried out on the non-cash foreign exchange market of Ukraine.</i>
Client Rate	the foreign currency purchase, sale or exchange rate independently calculated by the Client and specified by it in the relevant application for the purchase, sale or exchange of foreign currency.
Online Rate	the rate applied to applications for the purchase, sale or exchange of foreign currency submitted by the Client through the trading platform*. <i>*Note: a trading platform means a module of Client-Bank System containing real-time information on foreign currency purchase, sale and exchange rates, through which the Client may submit to the Bank an application for the purchase, sale or exchange of foreign currency with the option of fixing the rate selected by the Client.</i>
International Sanctions	financial and asset-related restrictive measures, economic and trade restrictions and embargoes imposed or applied by the United Nations Security Council, the European Union, the Office of Foreign Assets Control (OFAC) of the U.S. Department of the Treasury, the U.S. Department of State, the U.S. Department of Commerce (Bureau of Industry and Security), the competent authority of the United Kingdom or any other relevant sanctions authority.
NBU	the National Bank of Ukraine.
Operating Day	a Banking Day of the Bank during which the Bank carries out the activities required to execute payment transactions.
Operating Hours	the part of the Bank’s Operating Day during which the Bank accepts payment instructions and revocation instructions. The duration of Operating Hours shall be determined independently by the Bank and set out in its internal documents.

	Information on the duration of the Bank's Operating Hours is also set out in the Bank's Standard Tariffs, which form an integral part of this Agreement. The Client shall independently review information on the duration of Operating Hours in places at the Bank's offices that are publicly accessible to clients or on the Bank's Official Website. However, on days preceding public holidays and non-working days as defined by Applicable Law, the Bank's Operating Hours may be reduced, of which the Bank shall additionally notify the Client via the Client-Bank System and/or by posting information in places at the Bank's offices that are publicly accessible to clients.
Bank's Official Website	www.otpbank.com.ua
List of Account Signatories	a list of persons authorized to operate the Client's Accounts and sign payment instructions, drawn up in the form prescribed by the Bank and submitted by the Client to the Bank in accordance with the procedure set out in this Agreement and the Bank's internal documents.
Current Account	a current account opened by the Bank for the Client pursuant to this Agreement, an Account Opening Application and Applicable Law, including an account subject to special terms of use that is opened in the cases provided for by the laws of Ukraine or acts of the Cabinet of Ministers of Ukraine. The term "Current Account" also includes the Client's current accounts opened with the Bank before the Parties entered into an Application for Banking Services and specified in the Application for Banking Services/Application to Amend the Terms of Use of Banking Services.
Hostynnyi Overdraft Rules	the rules governing the provision and use of the Banking Service "Hostynnyi Overdraft", which are posted on the Bank's Official Website and in places at the Bank's offices that are publicly accessible to clients. The Hostynnyi Overdraft Rules form an integral part of this Agreement.
Account	a Current Account and/or Settlement Account.
Settlement Account	an account opened by the Bank for a Client that is a non-bank payment service provider pursuant to this Agreement, an Account Opening Application and Applicable Law for the purpose of executing payment transactions by its users.
Sanctions	economic, trade or financial laws, regulations, orders, embargoes or other restrictive measures imposed, implemented, adopted, enforced or administered by any Sanctions Authority.
Sanctions Authority	the United Nations Security Council, the Council of the European Union, the Office of Foreign Assets Control (OFAC) of the U.S. Department of the Treasury, the U.S. Department of State, the Bureau of Industry and Security (BIS) of the U.S. Department of Commerce, His Majesty's Treasury — Office of Financial Sanctions Implementation (OFSI), or any other authority having jurisdiction over the Parties.
Sanctioned Person	any natural or legal person, entity or body: (i) that is listed, is directly or indirectly owned (as to 50% or more) or otherwise controlled by one or more listed persons, or acts on behalf or at the direction of a person included in any list of designated persons administered, enforced, published or updated by any Sanctions Authority; (ii) that is resident, located, registered or organized under the laws of a Sanctioned Territory, or is directly or indirectly majority-owned or controlled by, or acts on behalf or at the direction of, a person that is resident, located, registered or organized under the laws of a Sanctioned Territory; (iii) that is otherwise subject to or the target of Sanctions.
Sanctioned Territory	a country or territory that is subject to or the target of comprehensive country- or territory-wide Sanctions imposed by any Sanctions Authority (including, without limitation, Cuba, Iran, North Korea, Syria, the Autonomous Republic of Crimea (Ukraine), the city of Sevastopol (Ukraine), and the territories of the Donetsk, Kherson, Luhansk and Zaporizhzhia Regions of Ukraine not controlled by the Government of Ukraine (as may be amended in the future)).
Vchasno Service	a software product in the form of an online service designed to automate electronic document workflow processes, including the online signing, sending, receipt and storage of electronic documents, available at: https://vchasno.ua
Client-Bank System	an electronic banking system comprising a set of software and hardware tools and organizational measures that, as agreed between the Client and the Bank, enable the creation, storage and transmission of electronic

	documents for the performance of this Agreement and/or other contracts, agreements or transactions entered into between the Bank and the Client. The Client-Bank System includes the OTP Online electronic banking system, the Click OTPay electronic banking system and any other electronic banking system through which the Bank provides remote services to the Client under this Agreement and of which the Bank shall additionally notify the Client. The Client-Bank System also constitutes a means of remote communication between the Bank and the Client.
Bank's Standard Tariffs	tariffs for banking services for corporate clients that specify the fees (the Bank's remuneration) payable for 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 at the Bank's offices that are publicly accessible to clients.
Party	the Client or the Bank.
Parties	the Client and the Bank.
Bank Tariffs	the Bank's Standard Tariffs, Tariff Packages and other Bank tariffs that specify the Bank's remuneration (fees) for all or part of the Banking Services and are separately agreed by the Parties in accordance with the procedure set out in this Agreement. The Bank Tariffs form an integral part of the Agreement.
Tariff Package	a set of the Bank's fees for all or part of the Banking Services provided by the Bank under this Agreement, the application of which is agreed between the Bank and the Client in accordance with the procedure set out in the Agreement. Information on the Tariff Packages offered by the Bank and the amount of the Bank's remuneration (fees) under each Tariff Package is set out in Appendix 6 to the Agreement and in places at the Bank's offices that are publicly accessible to clients.

Capitalized terms used in this Agreement are defined terms, have the same meanings in the Application and this Agreement, and may be used in the singular or plural.

In this Agreement, unless the context otherwise requires, section headings are included for convenience only and shall not affect the interpretation of this Agreement in any way; words used in the singular include the plural and vice versa; a reference to an appendix, section, supplement or clause is a reference to the corresponding appendix, section, supplement or clause of the Agreement; a reference to a Party or any other person includes its successors, permitted assigns and transferees; and a reference to a third party includes any person or persons, including any natural person and/or legal entity, that is not a party to the Agreement.

2. GENERAL PROVISIONS.

2.1. In accordance with this Agreement and the Application for Banking Services and/or Application to Amend the Terms of Use of Banking Services and/or Application to Agree on the Terms for Provision of the "Recurring Payments" Banking Service, the Bank shall provide the relevant Banking Service to the Client, and the Client shall accept that Banking Service and duly perform its obligations under this Agreement and the relevant Application in respect of that Banking Service, including paying the Bank's remuneration (fees, interest, etc.) for the Banking Services received in full and when due.

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

The list of Banking Services that may be provided under this Agreement is set out in Section 5 hereof. The Bank may amend and/or supplement the list of Banking Services by amending and/or supplementing the Public Part of this Agreement in accordance with the procedure set out herein.

The particular Banking Services to be provided by the Bank to the Client under this Agreement **may** be specified in the Application for Banking Services and/or Application to Amend the Terms of Use of Banking Services and/or Application to Agree the Terms for Provision of the "Recurring Payments" Banking Service and/or **Interest Accrual Notice (as defined in Clause 5.4 hereof)**.

This Agreement contains elements of different legal relationships and constitutes a mixed contract within the meaning of Article 628 of the Civil Code of Ukraine.

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

This Agreement also constitutes a payment services agreement within the meaning of Applicable Law.

2.2. This Agreement consists of:

- (i) the Public Part, which is posted (made publicly available) on the Bank's Official Website and in places at the Bank's offices that are publicly accessible to clients; and
- (ii) the individual part comprising the Applications entered into between the Bank and the Client and supplements to the Application for Banking Services that form an integral part of the Application, as well as Notices of Account Details sent

by the Bank to the Client (as defined in Clause 2.5 hereof), Notices of Tariff Change (as defined in Clause 2.3.2 hereof) and Notices of Interest Accrual (as defined in Clause 5.4 hereof).

The Public Part of the Agreement includes, without limitation, the text of the Agreement, the Bank's Standard Tariffs, Tariff Packages and Standard Interest Rates (as defined in Clause 5.4 hereof), and the Hostynnyi Overdraft Rules, which form an integral part of the Agreement.

The Client shall accede to this Agreement by signing an Application for Banking Services and having it approved by the Bank in accordance with the procedure set out in Clause 2.6 hereof.

If the Client has not acceded to the Agreement by signing an Application for Banking Services but carries out any cash transaction involving the deposit or withdrawal of cash at the Bank's cash desk, the Client shall accede to this Agreement each time it signs the relevant Cash Document. In that case, the Agreement shall remain effective from the time the Client signs the relevant Cash Document until the end of the Operating Day on the date of the relevant cash transaction involving the deposit or withdrawal of cash at the Bank's cash desk.

2.3. The Bank shall provide Banking Services for a fee (the Bank's remuneration), payable by the Client to the Bank in the amount and in accordance with the procedure and terms set out in this Agreement and the Bank Tariffs.

2.3.1. Unless otherwise agreed by the Parties in accordance with the procedure set out in Clause 2.3.3 hereof, the Client shall pay for the Banking Services provided by the Bank under this Agreement in the amounts specified in the Bank's Standard Tariffs.

In addition to the Bank's service fees, the Client shall also pay telecommunications, telegraph, courier and postal expenses. The Client shall pay such expenses inclusive of value added tax.

The Client shall pay fees for services provided and transactions executed by the Bank in the national currency in hryvnias. Fees for services provided and transactions executed by the Bank in a foreign currency shall be paid by the Client in the hryvnia equivalent at the NBU exchange rate applicable on the date of payment of the relevant fee.

2.3.2. The Parties may agree, in accordance with the procedure set out in Clause 2.3.3 hereof, that for a specified period payment for all or part of the Banking Services provided under this Agreement shall be made in the amounts specified in the relevant Tariff Package and/or in accordance with separate tariffs agreed by the Parties by entering into a supplement to the Application for Banking Services.

In addition, the Bank may independently (unilaterally) decide to establish separate tariffs for all or part of the Banking Services provided under this Agreement for a specified period, of which the Bank shall notify the Client by sending it the relevant notice (the "Notice of Tariff Change").

In this case, the fees for Banking Services not specified in the Tariff Package agreed by the Parties and/or the relevant supplement to the Application for Banking Services (taking into account amendments and/or supplements to the tariffs made in accordance with the procedure set out in Clause 4.3.3 hereof) and/or the relevant Notice of Tariff Change shall be determined in accordance with the Bank's Standard Tariffs.

Upon expiry of the period of application of the fees agreed under the Tariff Package and/or the relevant supplement to the Application for Banking Services (taking into account amendments and/or supplements to the tariffs made in accordance with the procedure set out in Clause 4.3.3 hereof) and/or specified in the relevant Notice of Tariff Change, the fees (the Bank's remuneration) for the relevant Banking Services shall be determined in accordance with the Bank's Standard Tariffs. The Bank may change the fees for all or part of the Banking Services provided by the Bank to the Client under this Agreement under the relevant Tariff Package and/or the relevant supplement to the Application for Banking Services and/or the relevant Notice of Tariff Change and/or unilaterally change the Tariff Package as provided in Clause 4.3 hereof before expiry of the period of application of the fees (the Bank's remuneration) for Banking Services agreed under the Tariff Package and/or the relevant supplement to the Application for Banking Services and/or specified in the relevant Notice of Tariff Change.

2.3.3. The Parties may agree that the relevant Tariff Package shall apply to the Client's payment for all or part of the Banking Services under this Agreement:

- in the Application for Banking Services/Application to Amend the Terms of Use of Banking Services (in which case the relevant Application for Banking Services/Application to Amend the Terms of Use of Banking Services shall specify the name of the Tariff Package agreed by the Parties and set out in Appendix 6 to the Agreement); or
- by the authorized representatives of the Parties signing the relevant Tariff Package in paper form.

The Parties may agree to apply separate tariffs (amounts of the Bank's remuneration) for all or part of the Banking Services under this Agreement by having the authorized representatives of the Parties sign the relevant supplement to the Application for Banking Services: (i) in paper form; or (ii) in electronic form by the Parties affixing an Enhanced ES (as defined in Clause 5.2 hereof) or Qualified ES (as defined in Clause 5.1 hereof) via the Client-Bank System; or (iii) in electronic form by affixing a Qualified ES (as defined in Clause 5.1 hereof) via the Vchasno Service.

The Bank may establish separate tariffs (amounts of the Bank's remuneration) for all or part of the Banking Services under this Agreement by sending the Client the relevant Notice of Tariff Change at least one (1) Banking Day in advance (including the date of notice):

- in paper form (in which case the Client shall be deemed notified (warned) of the Bank's establishment of separate tariffs (amounts of the Bank's remuneration) for all or part of the Banking Services under this Agreement on the date when the Bank sends the relevant Notice of Tariff Change to the Client's address); or

- in electronic form (via the Client-Bank System). In this case, the Notice of Tariff Change may be signed: (i) using a Qualified ES or Enhanced ES of the Bank's authorized persons (as defined in Clause 5.1 hereof); or (ii) using facsimile reproductions of the handwritten-signature equivalents of the Bank's authorized persons and the Bank's seal by means of electronic copying, specimens of which are set out in Appendix 7 hereto (in this case, any Notice of Tariff Change signed by the Bank using facsimile reproductions of the handwritten-signature equivalents of the Bank's authorized persons and the Bank's seal by means of electronic copying, specimens of which are set out in Appendix 7 hereto, shall be deemed to have been executed in writing pursuant to Article 207 of the Civil Code of Ukraine, and the Parties' execution of the Application for Banking Services shall constitute their written agreement to the use of facsimile reproductions of the handwritten-signature equivalents of the Bank's authorized persons and the Bank's seal by means of electronic copying, specimens of which are set out in Appendix 7 hereto, when a Notice of Tariff Change is signed on behalf of the Bank).

If the Client disagrees with the separate tariffs (amounts of the Bank's remuneration) specified in the relevant Notice of Tariff Change, the Client shall notify the Bank thereof in paper or electronic form (via the Client-Bank System). In this case, commencing on the Banking Day following the date on which the Bank receives the Client's notice of disagreement with the separate tariffs (amounts of the Bank's remuneration) specified in the relevant Notice of Tariff Change, the Client shall pay for the Banking Services provided by the Bank under this Agreement in the amounts specified in the Bank's Standard Tariffs.

Unless otherwise provided in the Tariff Package and/or the relevant supplement to the Application for Banking Services agreed by the Parties in accordance with the procedure set out in this Clause of the Agreement, that Tariff Package/supplement to the Application for Banking Services shall apply to all Accounts of the Client opened at the Bank's office at which the Parties entered into the relevant Tariff Package/supplement to the Application for Banking Services.

Unless otherwise provided in the relevant Notice of Tariff Change, that Notice of Tariff Change shall apply to all Accounts of the Client opened with the Bank.

2.3.4. The fees for all or part of the Banking Services provided by the Bank to the Client under this Agreement under the relevant Tariff Package and/or the relevant supplement to the Application for Banking Services, and/or the Tariff Package itself, may be changed in accordance with the procedure set out in Clause 2.3.3 hereof. The procedure specified in this Clause for changing the fees for all or part of the Banking Services provided by the Bank to the Client under this Agreement under the relevant Tariff Package and/or the relevant supplement to the Application for Banking Services, and/or for changing the Tariff Package, shall not in any way limit the Bank's right to unilaterally change the Bank Tariffs (including Tariff Packages and/or separate tariffs specified in the relevant supplement to the Application for Banking Services) as provided in Clause 4.3 hereof.

If the Parties agree to apply a particular Tariff Package by having their authorized persons sign that Tariff Package in paper form, the Bank's remuneration (fees) for services provided and transactions executed under the Agreement within that Tariff Package shall be determined in accordance with the Tariff Package bearing the same name set out in Appendix 6 to the Agreement (without the Parties having to enter into any applications, contracts, agreements or transactions). If there is any discrepancy between the terms of the Tariff Package signed by the Parties in paper form and the Tariff Package bearing the same name set out in Appendix 6 to the Agreement, the Bank's remuneration (fees) for services provided and transactions executed under the Agreement shall be determined in accordance with the relevant Tariff Package set out in Appendix 6 to the Agreement.

The fees for all or part of the Banking Services provided by the Bank to the Client under this Agreement and established by the relevant Notice of Tariff Change shall be changed in accordance with the procedure set out in Clause 4.3.3 hereof.

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

(i) an Application for Banking Services in paper form, signed by the Client's authorized persons and affixed with the Client's seal (if any); or

(ii) via the Client-Bank System or the Vchasno Service, an Application for Banking Services in electronic form, signed using Qualified ES (as defined in Clause 5.1 hereof) of the Client's authorized persons.

In respect of the Client's Current Accounts, a single Application for Banking Services covering all Current Accounts or separate Applications for Banking Services covering one or more Current Accounts may be executed.

A separate Application for Banking Services shall be entered into for each Settlement Account.

Unless otherwise provided in the Agreement, the Parties shall enter into Applications to Amend the Terms of Use of Banking Services in order to amend and/or supplement the relevant Application for Banking Services, and such Applications shall form integral parts of the relevant Application for Banking Services.

2.5. To amend the terms of use of a particular Banking Service specified in Clauses 5.1 and/or 5.2 and/or 5.5 hereof (unless otherwise provided in the Hostynnyi Overdraft Rules) and/or if the Client's name changes, the Client shall submit the relevant Application to Amend the Terms of Use of Banking Services to the Bank:

- (i) in paper form (in which case the relevant Application to Amend the Terms of Use of Banking Services shall be signed by the Client's authorized persons and affixed with the Client's seal (if any)); or
- (ii) in electronic form (in which case the Application to Amend the Terms of Use of Banking Services shall be submitted via the Client-Bank System or the Vchasno Service and signed using Qualified ES (as defined in Clause 5.1 hereof) of the Client's authorized persons);
- (iii) in electronic form (in which case the Application to Amend the Terms of Use of Banking Services shall be submitted via the Client-Bank System and signed using Enhanced ES (as defined in Clause 5.2 hereof) of the Client's authorized persons).

If an Application to Amend the Terms of Use of Banking Services provides for amending and/or supplementing the list of persons authorized to operate the Client's Account and sign payment instructions via the Client-Bank System, the Client shall submit the relevant Application to Amend the Terms of Use of Banking Services to the Bank:

- (i) in paper form (in which case the relevant Application to Amend the Terms of Use of Banking Services shall be signed by the Client's authorized persons and affixed with the Client's seal (if any)); or
- (ii) in electronic form via the Client-Bank System. In this case:

- if the list of persons authorized to operate the Client's Account and sign payment instructions via the Client-Bank System is amended and/or supplemented (other than a change of the Client's head), the Application to Amend the Terms of Use of Banking Services may be signed using a Qualified ES (as defined in Clause 5.1 hereof) or an Enhanced ES (as defined in Clause 5.2 hereof) of the Client's head;

- if the Client's head changes, the Application to Amend the Terms of Use of Banking Services may be signed exclusively using a Qualified ES (as defined in Clause 5.1 hereof) of the Client's new head.

The list of Current Accounts in respect of which Banking Services are provided under the relevant Application for Banking Services (as amended and supplemented) shall be amended (supplemented) by the Parties entering into the relevant Application to Amend the Terms of Use of Banking Services. If an additional Current Account is opened for the Client, the number of that Current Account shall be specified in the Application to Amend the Terms of Use of Banking Services or in the relevant notice of current account details (the "**Notice of Account Details**") sent by the Bank to the Client via the Client-Bank System.

If the terms of use of a particular Banking Service and/or all Banking Services specified in Clauses 5.1 and/or 5.2 hereof are amended repeatedly, those Banking Services under the Agreement in respect of the relevant Current Accounts/Settlement Accounts shall be provided subject to the most recent Application to Amend the Terms of Use of Banking Services entered into by the Parties.

The Bank may unilaterally change the terms and operating procedures of the Client-Bank System (including, without limitation, updating/changing the settings of the Mobile Application (as defined in Clause 5.2 hereof)) and/or transfer the Client from one Client-Bank System to another Client-Bank System, without the Parties having to enter into the relevant Application to Amend the Terms of Use of Banking Services. If the Client is transferred from one Client-Bank System to another Client-Bank System at the Bank's initiative, the Bank shall notify the Client thereof via the Client-Bank System at least three (3) calendar days in advance and shall provide remote services to the Client through the new Client-Bank System pursuant to the Application for Banking Services entered into by the Parties in respect of the relevant Current Account/Settlement Account or the most recent Application to Amend the Terms of Use of Banking Services entered into by the Parties in respect of the relevant Current Account/Settlement Account, unless otherwise agreed by the Parties by entering into the relevant Application to Amend the Terms of Use of Banking Services.

2.6. Upon receiving an Application for Banking Services/Application to Amend the Terms of Use of Banking Services, the Bank shall review such Application for Banking Services/Application to Amend the Terms of Use of Banking Services and may either approve it or, if the Bank disagrees with its terms, refuse to accept it for performance.

If the Bank agrees to provide the Client with a Banking Service in accordance with the Application for Banking Services submitted by the Client, the Bank shall approve that Application by:

- (i) having it signed by the Bank's authorized persons and affixed with the Bank's seal (if the relevant Application for Banking Services was submitted by the Client to the Bank in paper form); or
- (ii) having it signed using Qualified ES (as defined in Clause 5.1 hereof) of the Bank's authorized persons (if the relevant Application for Banking Services was submitted by the Client to the Bank in electronic form).

If the Bank agrees to provide the Client with a Banking Service in accordance with the Application to Amend the Terms of Use of Banking Services submitted by the Client, the Bank shall approve that Application by:

- (i) having it signed by the Bank's authorized persons and affixed with the Bank's seal (if the relevant Application to Amend the Terms of Use of Banking Services was submitted by the Client to the Bank in paper form); or
- (ii) having it signed using Qualified ES (as defined in Clause 5.1 hereof) or Enhanced ES (as defined in Clause 5.2 hereof) of the Bank's authorized persons (if the relevant Application to Amend the Terms of Use of Banking Services was submitted by the Client to the Bank in electronic form).

If the Bank approves an Application for Banking Services/Application to Amend the Terms of Use of Banking Services submitted by the Client to the Bank in paper form, the Bank shall send/deliver to the Client one original counterpart of the approved Application for Banking Services/Application to Amend the Terms of Use of Banking Services.

If the Bank approves an Application for Banking Services/Application to Amend the Terms of Use of Banking Services submitted by the Client to the Bank in electronic form, the Bank shall send the Client an original counterpart of the approved Application for Banking Services/Application to Amend the Terms of Use of Banking Services via the Client-Bank System or the Vchasno Service.

For the avoidance of doubt, the Parties agree that the Bank shall perform each Application for Banking Services/Application to Amend the Terms of Use of Banking Services only if the Bank has approved it in accordance with the procedure set out in Clause 2.6 hereof.

An Application for Banking Services shall be deemed entered into between the Parties provided that:

- (i) it is signed by the authorized persons of the Client and the Bank in paper form and affixed with the Bank's seal; or
- (ii) having it signed using Qualified ES (as defined in Clause 5.1 hereof) of the authorized persons of the Client and the Bank.

An Application to Amend the Terms of Use of Banking Services shall be deemed entered into between the Parties provided that:

- (i) it is signed by the authorized persons of the Client and the Bank in paper form and affixed with the Bank's seal; or
- (ii) having it signed using Qualified ES (as defined in Clause 5.1 hereof) or Enhanced ES (as defined in Clause 5.2 hereof) of the authorized persons of the Client and the Bank.

2.7. The Client shall become entitled to receive a Banking Service under the Application for Banking Services/Application to Amend the Terms of Use of Banking Services entered into by the Parties once the circumstances specified in this Agreement have occurred, unless otherwise agreed by the Parties in writing.

2.8. The mutual rights and obligations of the Bank and the Client under this Agreement shall arise when the Parties enter into the Application for Banking Services.

2.9. Each Application for Banking Services and Application to Amend the Terms of Use of Banking Services in paper form shall be signed by the Parties in two (2) counterparts, each of which shall be an original, one for each Party. Other Applications may be entered into in the form and number of counterparts specified in the relevant Clause of this Agreement.

2.10. The Agreement and the Applications shall be drawn up in Ukrainian and English. In the event of any discrepancy between the Ukrainian and English texts of this Agreement, the Ukrainian text shall prevail. Abbreviations, logos, commercial (business) names, trademarks, letter codes, original names, generally accepted abbreviations and similar items may be used in a foreign language (their original language).

2.11. By signing the Application for Banking Services, the Client unconditionally confirms that it has reviewed the full text of the Agreement and the Bank Tariffs, fully understands their content and agrees to their terms, undertakes to comply with them duly and strictly, and confirms that it is not deprived of any rights that it would normally have and that the Agreement contains no terms that are burdensome to it in any respect.

2.12. By signing the Application for Banking Services, the Parties confirm that their entry into the Agreement reflects their free will, that neither Party is acting under the influence of adverse circumstances or under a mistake as to circumstances of material significance (the nature of the Agreement, the rights and obligations of the Parties or other terms of the Agreement), and that the terms of the Agreement are mutually beneficial to each Party. The Client assumes the risk of performing the Agreement in the event of a material change in the circumstances on which the Parties relied when entering into the Agreement.

2.13. By signing the Application, the Client confirms that it has personally received its counterpart of the Application.

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

2.15. If any provision of the Agreement becomes invalid for any reason, this shall not affect the validity of any other provision of the Agreement.

2.16. By entering into this Agreement with the Bank, the Client confirms that it does not object to receiving promotional information from the Bank at the email addresses and/or by SMS messages sent to the mobile telephone numbers (including via Viber, Telegram, WhatsApp and other messaging services) specified in the relevant Application, on business days from 09:00 to 18:00 Kyiv time, excluding weekends and public holidays.

2.17. For the purpose of performing its functions as a tax agent, the Bank may, in the cases and in accordance with the procedure prescribed by the tax laws of Ukraine, withhold tax on income sourced from Ukraine from amounts paid by the Bank to Clients that are non-resident business entities.

2.18. By signing the Application for Banking Services, the Client unconditionally confirms that neither it, its activities as a whole nor the activities of its representatives exhibit the characteristics of any activity specified in the Environmental and Social Exclusion List. This obligation shall take effect when the Parties enter into the Application for Banking Services and shall remain effective until the Agreement is terminated in the cases and in accordance with the procedure specified in this Agreement or Applicable Law.

2.19. Sanctions.

2.19.1. By signing the Application for Banking Services, the Client represents and warrants that none of the Client, any of its direct or indirect owners, participants or shareholders, any company that is 50% or more owned or controlled by the Client, or any of its directors, officers, employees, agents or representatives:

(i) is a Sanctioned Person;

(ii) will place in its accounts with the Bank or as a term deposit any amounts owned or controlled by a Sanctioned Person or received directly or indirectly from a Sanctioned Person or a Sanctioned Territory.

By signing the Application for Banking Services, the Client represents that it is familiar with the OTP Group Sanctions Policy and undertakes to comply with it and with all laws applicable from time to time to transactions carried out with the Bank's participation.

2.19.2. The Client shall not use, lend, pay, deposit, otherwise provide or make available, directly or indirectly (in whole or in part), any funds received from the Bank and shall not issue payment instructions in respect of its accounts with the Bank:

(i) if this would result in the financing of any activity or business involving a Sanctioned Person or a Sanctioned Territory;

(ii) in any manner that would result in any person breaching Sanctions;

(iii) for any operation (transaction) that directly or indirectly results in, or is intended to result in, the evasion of any Sanctions.

When processing international payments, the Bank shall take into account all applicable Sanctions and may suspend or refuse to process or execute any operation (transaction) if, in the Bank's opinion, it may result in a breach of Sanctions and/or facilitate or be intended to facilitate the evasion of Sanctions.

2.19.3. The Client shall not use any funds received from a Sanctioned Person, or any funds that it knows are the proceeds of actions breaching any Sanctions, to discharge any indebtedness owed to the Bank.

2.19.4. If the Bank incurs any losses as a result of any criminal or other official proceedings pending or initiated in the future against the Client or any person specified in Clause 2.19.1 hereof, the Client shall indemnify the Bank for any losses arising from such proceedings within three (3) Banking Days from the date on which the Bank sends the relevant demand to the Client via the Client-Bank System.

2.19.5. The Bank may verify, both before and after entry into the Agreement, whether the Client complies with Clause 2.19 hereof. For the purpose of any such verification by the Bank, the Client shall, at the Bank's request, provide the Bank with any and all information and documents (including data and documents required to assess potential Sanctions-related risk, particularly in respect of the relevant operations (transactions) and their participants) within the period specified in the Bank's relevant request. The Bank may send the Client a request to provide the information and documents specified in Clause 2.19.5 hereof via the Client-Bank System.

2.19.6. The Bank may close any and all Accounts of the Client and/or unilaterally terminate the Agreement if any representation made by the Client in respect of Sanctions upon entry into or during the term of the Agreement is (i) incorrect, (ii) untrue or (iii) misleading, if the Client fails to perform its Sanctions-related obligations (including, without limitation, any obligation under Clause 2.19 hereof), or if the Bank has reasonable grounds to suspect that any operation or activity carried out by the Client with the Bank's participation directly or indirectly breaches or may breach any Sanctions. The Bank shall notify the Client of its intention to close an Account and/or terminate the Agreement pursuant to Clause 2.19.6 hereof via the Client-Bank System, specifying in the notice the date on which the Account will be closed and/or the Agreement terminated. The Client shall perform the Debt Obligations in full by the Account closure and/or Agreement termination date specified in the Bank's notice.

3. GENERAL RIGHTS, OBLIGATIONS AND LIABILITY OF THE PARTIES.

This Section sets out the general provisions governing the rights, obligations and liability of the Parties under this Agreement.

Additional provisions concerning the rights, obligations and liability of the Parties are also set out in the Sections of this Agreement that govern the procedure and terms for the provision of particular Banking Services.

3.1. RIGHTS OF THE CLIENT:

3.1.1. to receive and use Banking Services exclusively in accordance with the procedure and on the terms set out in this Agreement, the Application for Banking Services, the Application to Amend the Terms of Use of Banking Services, the Application to Agree on the Terms for Provision of the "Recurring Payments" Banking Service and the **Interest Accrual Notice (as defined in Clause 5.4 hereof).**

3.1.2. to discontinue receiving any and/or all Banking Services or terminate this Agreement early in accordance with the procedure set out herein.

3.1.3. to exercise any other rights provided for in this Agreement, the Applications and Applicable Law.

3.2. OBLIGATIONS OF THE CLIENT:

- 3.2.1. to comply strictly with all provisions of the Agreement, the Applications entered into by the Parties, the Bank Tariffs and Applicable Law.
- 3.2.2. to pay for the Banking Services received in full and when due in accordance with the Bank Tariffs effective when the relevant transactions are executed. At all times, to maintain sufficient funds in the Current Account for the Bank to carry out the Account Debit specified in Clause 6.1 hereof.
- 3.2.3. throughout the term of this Agreement, to independently monitor and review information (in customer service areas, on the Bank's Official Website or by telephone through the Bank's Information Centre/CoHUB) concerning any amendments to this Agreement and/or the Bank Tariffs.
- 3.2.4. to reimburse/pay the Bank in full for any and all:
- losses and expenses suffered or incurred by the Bank as a result of wrongful or incompetent actions of the Client and/or the Client's authorized persons and/or the Client's breach of this Agreement, including, without limitation, reimbursing the Bank for any fines paid by it that were imposed by the NBU or any other authorized public authority;
 - expenses (irrespective of their amount) incurred by the Bank in and/or in connection with protecting its rights under the Agreement, exercising its rights as a creditor under the Agreement and/or enforcing this Agreement, including, without limitation, any expenses relating to judicial debt recovery, enforcement of court judgments, engagement by the Bank of appraisers, notaries, public and/or private enforcement officers, and any third parties that in any way assist or provide services to the Bank aimed at satisfying the Bank's claims or exercising or protecting its rights (law firms, attorneys, debt collection agencies, real estate agencies, etc.).
- 3.2.5. to comply with Applicable Law and the Bank's internal documents relating to the execution of payment transactions.
- 3.2.6. at the Bank's first request, to provide the Bank with any information relating to a Banking Service and/or the Agreement, as well as any other information that the Bank may require under Applicable Law and/or the Bank's internal documents, including, without limitation, documents and/or information required for the Bank to identify the Client and/or the Client's authorized persons and/or beneficiaries and/or persons exercising control over the Client, including updating identification information, assessing the Client's financial standing and/or conducting financial monitoring of its transactions in the course of servicing it, and determining involvement in any activity specified in the Environmental and Social Exclusion List. The information and/or documents shall be provided to the Bank within five (5) calendar days from the date on which the Bank sends the relevant request, in paper or electronic form (via the Client-Bank System or the Vchasno Service).
- 3.2.7. at the Bank's request, to provide the Bank with all information/documents relating to this Agreement that may be required to duly establish and maintain the validity of the Agreement and/or that must be provided under Applicable Law, the Bank's internal documents and/or the Agreement.
- 3.2.8. to provide the Bank with the documents required for the Bank to duly exercise its powers in the areas of foreign exchange control; prevention of and counteraction to the laundering of proceeds of crime, terrorist financing and proliferation financing; sanctions legislation, where there is a nexus to International Sanctions; and identification and documentation of information on the Client's links with a state engaged in armed aggression against Ukraine and citizens/residents of such state, as well as other matters specified by Applicable Law and the Bank's internal documents.
- 3.2.9. at the Bank's request, to provide the Bank with statistical and other information required for the Bank to submit any reports to the NBU or any other authorities.
- 3.2.10. immediately upon becoming aware of any information, event or fact that may affect the Client's performance of the Debt Obligations and/or result in an Event of Default, to notify the Bank thereof in writing within two (2) Banking Days after its occurrence.
- 3.2.11. immediately (within one Banking Day), to notify the Bank in paper or electronic form (via the Client-Bank System or the Vchasno Service) of the creation or existence of any encumbrance over the proprietary rights to funds held in the Account;
- 3.2.12. to perform any other obligations provided for in this Agreement, the Applications and Applicable Law.

3.3. RIGHTS OF THE BANK:

- 3.3.1. to amend and supplement the Public Part of the Agreement and the Bank Tariffs in accordance with the procedure and by the means specified in Section 4 hereof.
- 3.3.2. at its sole discretion and without stating any reasons, to refuse to approve and/or accept for performance any Application for Banking Services and/or Application to Amend the Terms of Use of Banking Services and/or Application to Agree the Terms for Provision of the "Recurring Payments" Banking Service, and to refuse to provide the Client with any Banking Service.
- 3.3.3. upon the occurrence of an Event of Default, to demand early performance of the Debt Obligations in full or to the extent determined by the Bank. The Client shall perform the Debt Obligations within three (3) calendar days from the date on which the Bank sends the relevant demand to the Client in paper or electronic form (via the Client-Bank System or the Vchasno Service).
- 3.3.4. to waive the application, accrual and, accordingly, payment by the Client of any penalty and/or other sanction provided for in the Agreement.
- 3.3.5. to terminate this Agreement early in accordance with the procedure set out herein.
- 3.3.6. to request documents and information concerning the Client that are required to establish its identity, the nature of its activities and its financial standing, as well as documents required for the Bank to duly exercise its powers in the areas of foreign exchange control; prevention of and counteraction to the laundering of proceeds of crime, terrorist financing and proliferation financing; sanctions legislation, where there is a nexus to International Sanctions; and identification and documentation of information on the Client's links with a state engaged in armed aggression against

Ukraine and citizens/residents of such state, as specified by Applicable Law and the Bank's internal documents. If the Client fails to provide the required documents or information or intentionally provides false information, the Bank may refuse to provide the Banking Service and terminate this Agreement.

3.3.7. If the Client fails to perform the Debt Obligations and/or its obligations under any other agreement between the Bank and the Client, the Bank may restrict the Client's rights to dispose of funds held in the Client's Accounts and/or retain funds or other property of the Client lawfully in the Bank's possession until the Client performs the Debt Obligations and its obligations under any other agreement between the Bank and the Client. Such restriction of the Client's rights to dispose of funds held in the Client's Accounts and/or such retention may include the Bank's refusal to execute Payment Instructions (as defined in Clause 5.1 hereof) and/or payment transactions in respect of any and all Accounts of the Client and/or the Bank's refusal to satisfy any demands of the Client, including to perform the Bank's obligations to the Client under other agreements entered into between the Bank and the Client, until the Client remedies any delay in performing the Debt Obligations and its obligations under any other agreement between the Bank and the Client. The Bank may also restrict the Client's rights to dispose of funds held in the Client's Accounts and/or retain the Client's funds or property if a third party acquires rights thereto after such funds or property have been transferred into the Bank's possession. The Bank may satisfy its claims for performance of the Debt Obligations and obligations under any other agreement between the Bank and the Client from the value of the Client's funds and property retained by the Bank. By entering into the Agreement, the Client gives its unequivocal consent to, and agrees with, the Bank's right to restrict the Client's rights to dispose of funds held in the Client's Accounts if the Client fails to perform the Debt Obligations and/or its obligations under any other agreement between the Bank and the Client.

3.3.8. to exercise any other rights provided for in this Agreement, the Applications and Applicable Law.

3.4. OBLIGATIONS OF THE BANK:

3.4.1. to notify the Client of amendments and/or supplements to the Public Part of the Agreement and/or the Bank Tariffs within the periods and in accordance with the procedure specified in Section 4 hereof.

3.4.2. to safeguard information concerning the Client that constitutes banking secrecy and/or financial services secrecy, except as provided in this Agreement and/or the Applications or where disclosure of such information is required by Applicable Law.

3.4.3. to provide the Client with a Banking Service in accordance with this Agreement and the relevant Application for Banking Services/Application to Amend the Terms of Use of Banking Services/Application to Agree on the Terms for Provision of the "Recurring Payments" Banking Service, provided that the Bank has approved (accepted for performance) that Application in accordance with the procedure set out herein.

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

3.4.5. to advise the Client on the use of Banking Services and/or the Bank Tariffs.

3.4.6. to perform any other obligations provided for in this Agreement, the Applications and Applicable Law.

3.5. LIABILITY OF THE PARTIES.

3.5.1. The Client and the Bank shall be liable for failure to perform and/or improper performance of this Agreement, the Applications and the Bank Tariffs in accordance with this Agreement and Applicable Law.

3.5.2. The Client shall bear liability under Applicable Law for providing inaccurate information when entering into this Agreement.

3.5.3. The Bank shall be released from any liability if a change in Applicable Law terminates the legal relationship between the Parties under this Agreement.

4. PROCEDURE FOR AMENDING AND SUPPLEMENTING THE PUBLIC PART OF THE AGREEMENT AND THE BANK TARIFFS.

4.1. By signing the Application for Banking Services, the Client agrees that the Bank may unilaterally amend and/or supplement the Public Part of the Agreement at any time by notifying the Client thereof **at least seven (7) calendar days** (including the date of notice) before such amendments and/or supplements take effect, by posting the text of such amendments (a new version of the Public Part of the Agreement and/or the relevant part thereof) on the Bank's Official Website and specifying their effective date. The Parties agree that the date on which the Bank posts amendments and/or supplements to the Public Part of the Agreement or a new version of the Public Part of the Agreement on the Bank's Official Website shall be deemed the date on which the Bank sends the Client notice of such amendments and/or supplements.

Once amendments and/or supplements to the Public Part of the Agreement take effect, they shall form an integral part of the Agreement and be binding on the Parties.

The time when the text of amendments and/or supplements to the Public Part of the Agreement is published on the Bank's Official Website shall be deemed the time when the Client becomes familiar with their text.

The Bank shall also post amendments and/or supplements to the Public Part of the Agreement (a new version of the Public Part of the Agreement) in places at the Bank's offices that are publicly accessible to clients no later than their effective date.

4.2. In addition to the methods specified in Clause 4.1 hereof for notifying the Client of amendments and/or supplements to the Public Part of the Agreement, the Bank may, but shall not be obliged to, notify the Client thereof by sending the relevant information notice via the Client-Bank System and/or by any other means selected by the Bank.

4.3. Procedure for Amending the Bank Tariffs.

4.3.1. By signing the Application for Banking Services, the Client agrees that the Bank may unilaterally amend the Bank's Standard Tariffs at any time by notifying the Client thereof **at least seven (7) calendar days** (including the date of notice) before the amended Bank's Standard Tariffs take effect and specifying their effective date. The Bank shall be deemed to have duly notified the Client of amendments to the Bank's Standard Tariffs if it gives notice via the Client-Bank System and/or posts the relevant information on the Bank's Official Website.

The Parties agree that the date on which the Bank posts amendments to the Bank's Standard Tariffs or a new version of the Bank's Standard Tariffs on the Bank's Official Website shall be deemed the date on which the Bank sends the Client notice of such amendments.

The Bank shall also post amendments to the Bank's Standard Tariffs (a new version of the Bank's Standard Tariffs) in places at the Bank's offices that are publicly accessible to clients no later than the effective date of such amendments. In addition, the Bank may, but shall not be obliged to, notify the Client of amendments to the Bank's Standard Tariffs by sending the relevant information notice via the Client-Bank System and/or by any other means selected by the Bank.

4.3.2. The Bank may unilaterally amend and/or supplement the Tariff Packages at any time by amending and/or supplementing this Agreement in accordance with the procedure set out in Clauses 4.1 and 4.2 hereof.

4.3.3. The Bank may at any time unilaterally amend and/or supplement the tariffs (the Bank's remuneration for all or part of the Banking Services provided by the Bank to the Client under this Agreement) separately agreed by the Parties in the relevant supplement to the Application for Banking Services **or established by the Bank under the relevant Notice of Tariff Change**, and amend their validity period, by notifying the Client of such amendments at least one (1) Banking Day in advance (including the date of notice) through sending the Client the relevant **Notice of Tariff Change** specifying the effective date of the new amounts of the Bank's remuneration for all or part of the Banking Services provided by the Bank to the Client under this Agreement. A Notice of Tariff Change shall be deemed duly sent to the Client if the Bank sends it to the Client in paper or electronic form (via the Client-Bank System) or using other means of communication agreed by the Parties. If the Bank sends a Notice of Tariff Change in paper form, the Client shall be deemed notified (warned) of the amendment and/or supplement to the tariffs for all or part of the Banking Services provided by the Bank to the Client under this Agreement on the date when the Bank sends the relevant Notice of Tariff Change to the Client's address. If the Bank sends a Notice of Tariff Change in electronic form (via the Client-Bank System), that Notice of Tariff Change may be signed:

(i) using a Qualified ES or Enhanced ES of the Bank's authorized persons **(as defined in Clause 5.1 hereof)**; or
(ii) using facsimile reproductions of the handwritten signatures of the Bank's authorized persons and the Bank's seal, made by electronic copying, samples of which are set out in Appendix 7 hereto. Any Notice of Tariff Change signed by the Bank using facsimile reproductions of the handwritten-signature equivalents of the Bank's authorized persons and the Bank's seal by means of electronic copying, specimens of which are set out in Appendix 7 hereto, shall be deemed made in writing pursuant to Article 207 of the Civil Code of Ukraine. The Parties' entry into the Application for Banking Services shall constitute their written agreement to the use of facsimile reproductions of the handwritten-signature equivalents of the Bank's authorized persons and the Bank's seal by means of electronic copying, specimens of which are set out in Appendix 7 hereto, when a Notice of Tariff Change is signed on behalf of the Bank.

For the avoidance of doubt, the Bank may send the Client a Notice of Tariff Change both to establish separate tariffs (amounts of the Bank's remuneration) for all or part of the Banking Services provided by the Bank to the Client under this Agreement and to amend and/or supplement the tariffs (amounts of the Bank's remuneration) for all or part of such Banking Services that were separately agreed by the Parties in the relevant supplement to the Application for Banking Services or established by the Bank under a relevant Notice of Tariff Change.

4.3.4. If the Client disagrees with the new amounts of the Bank's remuneration specified in the relevant Tariff Package or Notice of Tariff Change, the Client shall notify the Bank thereof in paper or electronic form (via the Client-Bank System). In that case, commencing on the Banking Day following the date on which the Bank receives the Client's notice of disagreement with the new amounts of the Bank's remuneration specified in the relevant Tariff Package or Notice of Tariff Change, the Client shall pay for the Banking Services provided by the Bank under this Agreement in the amounts specified in the Bank's Standard Tariffs.

If a Notice of Tariff Change specifies a period during which the new amounts of the Bank's remuneration for all or part of the Banking Services provided by the Bank to the Client under this Agreement shall apply, upon expiry of that period the Bank's remuneration for the relevant Banking Services shall be determined in accordance with the Bank's Standard Tariffs posted on the Bank's Official Website.

4.4. By signing the Application for Banking Services, the Client assumes the risks and obligation to independently monitor, throughout the term of this Agreement, whether any information has been published concerning amendments and/or supplements to the Public Part of the Agreement and/or the Bank Tariffs, by visiting the Bank's Official Website, checking notices received through the Client-Bank System and electronic or other technical means of communication, and reviewing information posted in places at the Bank's offices that are publicly accessible to clients.

4.5. Amendments and/or supplements to the Public Part of the Agreement and/or the Bank's Standard Tariffs and/or Tariff Packages shall be deemed accepted and agreed by the Client unless, within seven (7) calendar days from the date of the Bank's notice thereof (including the date of notice), the Client notifies the Bank of termination of this Agreement in accordance with the procedure set out in Section 15 hereof.

4.6. The procedure for amending and/or supplementing the Hostynnyi Overdraft Rules shall be governed by the Hostynnyi Overdraft Rules.

5. SPECIFIC FEATURES, PROCEDURE AND TERMS OF USE OF BANKING SERVICES.

5.1. BANKING SERVICE "OPENING AN ACCOUNT AND EXECUTING PAYMENT TRANSACTIONS".

The terms used in Clause 5.1 hereof shall have the following meanings:

Electronic Signature or ES – a Simple Electronic Signature, Enhanced Electronic Signature or Qualified Electronic Signature.

Qualified Electronic Signature or Qualified ES – an enhanced electronic signature created using a qualified electronic signature creation device and based on a Qualified Public Key Certificate.

Qualified Public Key Certificate – a public key certificate that complies with the Law of Ukraine "On Electronic Trust Services" and is issued by a qualified electronic trust service provider, certification centre or central certification authority.

Simple Electronic Signature or Simple ES – any type of electronic signature other than a Qualified Electronic Signature or Enhanced Electronic Signature.

Payment Instruction – a document constituting an instruction from the initiator (payer, payee, claimant or encumbrancer) to the Bank to execute a payment transaction. Any reference in an Application for Banking Services/Application to Amend the Terms of Use of Banking Services entered into by the Parties to the term "Settlement Document" shall be deemed a reference to the term "Payment Instruction".

Public Key Certificate – an electronic document issued by the Bank's key certification centre that confirms the validity of the public key and that it belongs to an Authorized Person.

Authorized Person – a person who, in accordance with the procedure established by Applicable Law, affixes an ES when creating an electronic document, either on their own behalf or on behalf of the person they represent.

In Clause 5.1 hereof, the term "**Enhanced Electronic Signature**" or "**Enhanced ES**" shall have the meaning set out in Clause 5.2 hereof.

Any reference in an Application for Banking Services/Application to Amend the Terms of Use of Banking Services entered into by the Parties to the Banking Service "OPENING A CURRENT ACCOUNT AND PROVIDING SETTLEMENT AND CASH SERVICES" shall be deemed a reference to the Banking Service "OPENING AN ACCOUNT AND EXECUTING PAYMENT TRANSACTIONS".

*In Clause 5.1 hereof, Banking Service means
the Banking Service "OPENING AN ACCOUNT AND EXECUTING PAYMENT TRANSACTIONS"*

5.1.1. TERMS AND PROCEDURE FOR OPENING AN ACCOUNT FOR THE CLIENT.

5.1.1.1. The Bank shall open an Account for the Client after all of the following conditions have been satisfied:

- the Client has provided the Bank with duly prepared and executed documents required to identify (verify) the Client and its authorized persons in accordance with the procedure established by Applicable Law and/or the Bank's internal documents;
- the Bank has identified and verified the Client and its authorized persons;
- the Client has provided the Bank with a duly prepared and executed Account Opening Application and other documents required to open the Account under Applicable Law and/or the Bank's internal documents.

5.1.1.2. The Bank shall open an Account for the Client on the basis of an Account Opening Application.

The Client may open only one Current Account for the formation of the charter/contributed capital or share/indivisible fund of a business entity that is a legal entity (in the national and/or a foreign currency).

A Settlement Account may be opened for the Client only if the Client has a Current Account with the Bank or a Current Account is opened for the Client with the Bank simultaneously.

Note: during martial law in Ukraine, the Bank may, at its sole discretion, open a Current Account for the Client without the Client submitting the relevant Account Opening Application.

5.1.1.3. The Bank may open an Account for the Client in the national currency and/or a foreign currency in which the Bank maintains the relevant correspondent account. The currency of the Account shall be specified by the Client in the Account Opening Application.

5.1.1.4. The Account number shall be specified by the Bank in the Account Opening Application.

The number of the Settlement Account in respect of which the Banking Service is provided to the Client shall be specified in the Application for Banking Services or the Application to Amend the Terms of Use of Banking Services.

The numbers of the Current Accounts in respect of which the Banking Service is provided to the Client shall be specified in the Application for Banking Services, the Application to Amend the Terms of Use of Banking Services or the Account Opening Application.

If the Client opens an additional Current Account with the Bank, the Client may specify in the relevant Account Opening Application that payment and other services under the Agreement in respect of such Current Account shall be provided in accordance with the procedure and on the terms set out in the Application for Banking Services previously entered into by and between the Bank and the Client (as amended and supplemented). In such case, the Parties shall not be required to enter into an Application to Amend the Terms of Use of Banking Services to change the numbers of the

Current Accounts in respect of which Banking Services are provided under the relevant Application for Banking Services (as amended and supplemented), and the opening date of the Current Account specified in the relevant Account Opening Application shall be the date on which the Parties enter into this Agreement in respect of the relevant additional Current Account.

For the avoidance of doubt, the Client and the Bank may enter into an unlimited number of Applications for Banking Services, each of which may provide for the Banking Service to be provided in respect of different Current Accounts.

5.1.1.5. The Bank shall not extend credit to the Account unless otherwise provided for in the Application for Banking Services/Application to Amend the Terms of Use of Banking Services or a separate agreement.

5.1.1.6. The Bank shall not accrue interest on the balance of funds in the Account unless otherwise established by the Bank Tariffs, agreed in accordance with the procedure set out in Clause 5.4 hereof or provided for in a separate agreement between the Parties.

5.1.1.7. By signing the Application for Banking Services, the Client confirms that it has provided the Bank with all documents evidencing the authority of the persons listed in the signature specimen card as having first- and second-signing authority/in the List of Account Signatories, and that there are no other documents (including, without limitation, rules, procedures, regulations or internal local regulatory documents) that in any way limit the competence and/or term of authority of the persons listed in the signature specimen card as having first- and second-signing authority/in the List of Account Signatories to operate the Client's Account with the Bank and sign Payment Instructions.

5.1.1.8. If the Client's Account is to be operated and the relevant Payment Instructions are to be signed solely through the Client-Bank System, a new List of Account Signatories (reflecting any amendment and/or addition to the list of persons authorized to operate the Client's Account and sign Payment Instructions) may be submitted to the Bank electronically through the Client-Bank System. In this case:

- if the list of persons authorized to operate the Client's Account and sign Payment Instructions is amended and/or supplemented (other than due to a change of the Client's head), the new List of Account Signatories may be signed using the Qualified ES or Enhanced ES of the Client's head;
- if the Client's head changes, the new List of Account Signatories may be signed solely using the Qualified ES of the Client's new head.

5.1.1.9. Clause 5.1 hereof shall apply to all Accounts of the Client opened with the Bank (other than accounts operated using corporate (business) payment instruments, deposit accounts and escrow accounts).

5.1.2. PROCEDURE FOR EXECUTING PAYMENT TRANSACTIONS.

5.1.2.1. The Bank shall execute payment transactions on the Client's Account in accordance with the procedure and on the terms set out in the Agreement, the Application for Banking Services/Application to Amend the Terms of Use of Banking Services, the Bank Tariffs, other agreements between the Client and the Bank, and Applicable Law.

The Bank shall provide the Client with the service of executing instant credit transfers in the national currency twenty-four (24) hours a day on any calendar day in accordance with the procedure set out in this Agreement and Applicable Law.

5.1.2.2. The Client may use any forms of settlement that do not contravene Applicable Law.

Funds shall be debited from the Current Account on the basis of and in accordance with Payment Instructions, unless otherwise provided for in the Agreement.

Payment Instructions shall contain all details required for the relevant type of Payment Instruction under Applicable Law and the Bank's internal documents.

The Client shall complete each Payment Instruction independently. Where technically feasible and where a payment transaction is initiated by the Client submitting a Payment Instruction through the Client-Bank System, the name/surname, given name and patronymic (if any) of the payer, the payer's code, the name/surname, given name and patronymic (if any) of the payee, the payee's code and the number of the payee's account may be completed automatically.

Where the Client initiates a payment transaction in the national currency, when completing a Payment Instruction through the Client-Bank System, the Client may use the technical capabilities of the Client-Bank System to elect whether such payment transaction is to be executed as a credit transfer or an instant credit transfer.

The Client shall be responsible for the accuracy of the payer's and payee's details, account numbers and any other information contained in the Payment Instruction.

If a Payment Instruction contains any errors, the Bank shall not be liable for any loss or damage incurred by the Client and/or any third party as a result of the Bank executing such Payment Instruction.

5.1.2.3. At the Client's request made before a payment transaction is initiated, the Bank shall provide the Client through the Client-Bank System with the information stipulated by Part 1 of Article 31 of the Law of Ukraine "On Payment Services". Such request shall be sent by the Client to the Bank exclusively through the Client-Bank System at least one (1) Banking Day before the relevant payment transaction is initiated.

At the Client's request made after a payment transaction is initiated, the Bank shall provide the Client through the Client - Bank System with the information stipulated by Part 2 of Article 31 of the Law of Ukraine "On Payment Services" within three (3) Banking Days from the date on which the Bank receives the relevant request from the Client.

The information stipulated by Parts 4 and 5 of Article 31 of the Law of Ukraine "On Payment Services" shall be provided by the Bank to the Client in the form of an Account statement at the frequency agreed by the Parties. Such Account statement shall be provided by the Bank to the Client in accordance with the procedure set out in Clause 5.1.2.18 hereof. In this case, the Bank shall provide such Account statement free of charge once per calendar month.

Where the Bank executes an instant credit transfer, the Bank shall notify the Client, as payer, whether the amount of funds under the payment transaction involving such instant credit transfer is available or unavailable in the payee's account by displaying the relevant information through the technical means of the Client-Bank System.

Where the Client is the payee under a payment transaction involving an instant credit transfer, after the amount of funds under the payment transaction involving such instant credit transfer has been credited to the Client's Account, the Bank shall notify the Client of such credit by displaying the relevant information through the technical means of the Client-Bank System.

5.1.2.4. A Payment Instruction may be submitted to the Bank in paper or electronic form.

In this case, a Payment Instruction initiated by the Client may be submitted in paper form to any branch/office of the Bank and shall bear the signatures of the Client's authorized representatives listed in the signature specimen card/List of Account Signatories and an impression of the Client's seal (if such seal impression appears on the signature specimen card/List of Account Signatories), while a Payment Instruction initiated by the Client in electronic form shall be submitted exclusively through the Client-Bank System and shall bear the Enhanced ES or Qualified ES of the Client's authorized representatives listed in the signature specimen card/List of Account Signatories.

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

A Payment Instruction initiated by a claimant shall be submitted to the Bank in accordance with the procedure stipulated by Applicable Law.

5.1.2.5. As from the date on which the Law of Ukraine "On Payment Services" enters into force, the Client shall consent to the Bank executing each payment transaction initiated by the Client by the Client/the Client's authorized persons signing the relevant Payment Instruction. From the time the Client/the Client's authorized persons sign the Payment Instruction as provided for in Clause 5.1.2.4 hereof, the payment transaction for the execution of which the relevant Payment Instruction has been submitted to the Bank shall be deemed authorized by the Client.

Unless otherwise provided for in this Agreement and/or any other agreement between the Bank and the Client, the Client may, before funds are debited from the Client's Account or before the value date of the Payment Instruction, revoke its consent to the execution of a payment transaction by submitting to the Bank the relevant instruction revoking consent to the execution of the payment transaction. Such instruction revoking consent to the execution of a payment transaction may be submitted to the Bank in paper form (and shall bear the signatures of the Client's authorized representatives) or electronic form (exclusively through the Client-Bank System and bearing the Enhanced ES or Qualified ES of the Client's authorized representatives) and shall be drawn up in accordance with the form set out in Appendix 1 hereto. If an instruction revoking consent to the execution of a payment transaction submitted by the Client does not bear the signatures of the Client's authorized representatives (or the Enhanced ES or Qualified ES of the Client's authorized representatives if submitted electronically) and/or contains any errors, the Bank may refuse to accept such instruction revoking consent to the execution of the payment transaction for execution.

If the Client revokes its consent to the execution of a payment transaction in accordance with the procedure set out in Clause 5.1.2.5 hereof, the Bank shall not execute such payment transaction and the Payment Instruction shall be returned without execution.

In the cases stipulated by Applicable Law, the Bank may execute payment transactions without obtaining the Client's consent to their execution.

5.1.2.6. Unless otherwise provided for in this Agreement, the Bank shall accept a Payment Instruction for execution in accordance with the procedure and within the time limits stipulated by Applicable Law.

The Bank may refuse to accept a submitted Payment Instruction for execution if:

- (i) the supporting documents required by Applicable Law to be submitted together with the Payment Instruction have not been provided or have expired; or
- (ii) the Payment Instruction and/or its supporting documents have been drawn up in breach of Applicable Law, including regulations of the NBU, and/or the Bank's internal rules; or
- (iii) the Payment Instruction cannot be executed due to insufficient funds in the Account; or
- (iv) on other grounds stipulated by Applicable Law and/or this Agreement.

5.1.2.7. Unless other time limits are provided for in this Agreement or any other agreement between the Parties, a Payment Instruction may be revoked by the initiator in accordance with the procedure and within the time limits stipulated by Applicable Law by submitting an instruction revoking the Payment Instruction to the Bank, or if the Bank receives an instruction revoking the Payment Instruction from the payee's payment service provider (where the payment transaction under the relevant Payment Instruction was initiated by the payee).

If the Client is the initiator of a payment transaction under the relevant Payment Instruction, an instruction revoking the Payment Instruction may be submitted to the Bank in paper form (and shall bear the signatures of the Client's authorized representatives) or electronic form (exclusively by the Client through the Client-Bank System and bearing the Enhanced ES or Qualified ES of the Client's authorized representatives) and shall be drawn up in accordance with the form set out in Appendix 2 hereto. If a submitted instruction revoking a Payment Instruction does not bear the signatures of the Client's authorized representatives (or the Enhanced ES or Qualified ES of the Client's authorized representatives if submitted electronically) and/or contains any errors, the Bank may refuse to accept such instruction revoking the Payment Instruction for execution.

If the initiator revokes a Payment Instruction in accordance with the procedure set out in Clause 5.1.2.5 hereof, the Bank shall not execute the payment transaction under such Payment Instruction and the Payment Instruction shall be returned without execution.

If the claimant is the initiator of a payment transaction under the relevant Payment Instruction, such Payment Instructions shall be revoked in accordance with the procedure stipulated by Applicable Law.

5.1.2.8. The Bank shall accept for execution and execute Payment Instructions in the national currency within the time limits and in accordance with the procedure stipulated by Applicable Law.

If, pursuant to Applicable Law, the Bank conducts an additional review of documents (information) relating to foreign exchange transactions, the Bank shall accept for execution Payment Instructions in a foreign currency relating to such foreign exchange transactions within three (3) Banking Days after the date on which the relevant Payment Instruction in a foreign currency is received by the Bank (excluding the date of receipt). In other cases, the Bank shall accept Payment Instructions in a foreign currency for execution within the time limits stipulated by Applicable Law.

The Bank shall execute Payment Instructions in a foreign currency during the Operating Day on which it accepts the relevant Payment Instruction in a foreign currency for execution.

The Bank shall execute Payment Instructions in the order in which they are received and solely within the balance of funds in the Client's Account at the time the Payment Instruction is received, unless otherwise provided for in this Agreement or other agreements between the Client and the Bank.

The Bank may (but shall not be obliged to) execute the Client's Payment Instructions taking into account amounts credited to the Client's Account during the Operating Day (current receipts).

5.1.2.9. If the Client is the payee under a payment transaction, the Bank shall credit funds to the Client's Account within the time limits stipulated by Applicable Law.

If funds returned by the payee's payment service provider under a payment transaction whose amount was not paid in cash due to the payee's failure to appear are credited to the Bank's account, the Bank shall notify the Client of the return of such funds by sending the relevant notice through the Client-Bank System.

5.1.2.10. The Bank may suspend any or all transactions on the Account or refuse to allow the Client to conduct transactions on the Account in any of the following cases:

(i) if the Bank has doubts as to 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 duly executed documents evidencing their authority, or if the Bank has doubts that the Payment Instruction and/or the Client's application for the purchase, exchange and/or sale of foreign currency was signed by the Client's authorized person rather than as a result of third-party interference with the operation of the Client-Bank System; or

(ii) if the Bank has grounds to believe that any financial transaction of the Client may be related to the laundering of proceeds of crime, terrorist financing, proliferation financing, or a breach of sanctions legislation and/or International Sanctions;

(iii) if the Client cannot be identified (verified) in accordance with Applicable Law and/or the Bank's internal documents, including due to the Client's failure to provide the documents or information required to ascertain the nature of its business or its financial standing, or the Client's intentional provision of false information;

(iv) in other cases provided for in the Agreement and/or Applicable Law.

5.1.2.11. If the Bank suspends transactions on the Account or refuses to allow the Client to conduct transactions on the Account pursuant to subparagraphs (ii) and/or (iii) of Clause 5.1.2.10 hereof, the Client shall provide the Bank with documents or other information confirming the legality and substance of the relevant transaction, as well as the documents required by the Bank to identify (verify) the Client in accordance with Applicable Law and/or the Bank's internal documents.

If, within thirty (30) calendar days, the Client fails to provide the Bank with the documents or information required to confirm the legality and substance of the transaction that raised the Bank's doubts, to ascertain the nature of the Client's business or its financial standing, and/or other documents required by the Bank to identify (verify) the Client in accordance with Applicable Law and/or the Bank's internal documents, the Bank may unilaterally withdraw from this Agreement and close the Client's Account in accordance with the procedure set out herein.

5.1.2.12. If the Bank suspends transactions on the Account or refuses to allow the Client to conduct transactions on the Account pursuant to Clause 5.1.2.10 hereof, debit transactions on the Client's Account shall be resumed in the cases and in accordance with the procedure provided for in this Agreement, the Bank's internal documents and Applicable Law.

5.1.2.13. Cash deposits into and cash withdrawals from the Account, as well as the Client's other cash transactions, shall be effected in accordance with the procedure stipulated by Applicable Law and the Bank's internal documents, subject to the provisions of this Agreement.

By signing the Cash Transaction Document, the Client confirms that the Bank has provided it, free of charge and in full, with the information stipulated by Clauses 8² and 8³ of the Instruction on the Procedure for Organizing Cash Operations by Banks and Conducting Payment Transactions by Payment Service Providers in Ukraine, approved by Resolution No. 103 of the NBU Management Board dated 25 September 2018 (hereinafter, "**Instruction No. 103**").

The Client may withdraw cash in the national currency from its Current Account under a payment instruction for cash withdrawal drawn up in paper or electronic form*. A payment instruction for cash withdrawal in paper form shall be signed by the Client's authorized person and bear an impression of the Client's seal (if an impression of the Client's seal appears in the List of Account Signatories). A payment instruction for cash withdrawal in electronic form* shall be submitted by the Client to the Bank through the Client-Bank System and shall be signed using the Qualified ES or Enhanced ES of the Client's authorized person (the use of the Client's electronic seal shall not be mandatory). In this case, where the Client withdraws cash in the national currency under a payment instruction for cash withdrawal, the Client shall submit to the Bank through the Client-Bank System an electronic power of attorney for an authorized person in respect of each cash withdrawal transaction.

***Note:** The Client may withdraw cash from its Current Account under a payment instruction for cash withdrawal drawn up in electronic form if the relevant technical capability is available.

Where the Bank dispenses cash in a foreign currency from Current Accounts opened with the Bank to Clients that are resident legal entities or representative offices of non-resident legal entities, such Clients shall use the foreign currency cash solely for the purposes for which it was received, except as provided for by Applicable Law.

The Client may specify a value date in a payment instruction for a cash transfer.

For transactions involving the dispensing of cash or its acceptance for crediting to the relevant account using payment devices, the Bank shall generate and provide the Client with the relevant Cash Transaction Document (receipt/ATM receipt or slip) in paper form.

Upon completion of the acceptance of cash, the Bank shall provide the Client in paper form with a receipt (the second copy of the cash receipt order) or another document confirming the deposit of cash in the relevant payment system.

Upon completion of the cash disbursement, the Bank shall provide the Client in paper form with one copy of the cash disbursement document (a payment instruction for cash withdrawal or a cash disbursement order).

A payment terminal receipt or slip issued by the Bank when conducting a cash transaction shall contain the details stipulated by Instruction No. 103, including the handwritten signature of the Client/the Client's authorized persons, unless otherwise provided for by the Bank's internal banking rules, the rules of the payment system and/or acquirer, or the Bank's internal documents.

5.1.2.14. In the event of an erroneous, improper or unauthorized payment transaction, the Client shall, within three (3) business days from the date on which it receives the Bank's notice that the erroneous, improper or unauthorized payment transaction has been executed, initiate a payment transaction in favour of the Bank for an amount equivalent to the funds credited to it as a result of the erroneous, improper or unauthorized payment transaction. In this case, the Client shall immediately notify the Bank of any erroneous, improper or unauthorized transfer of funds to the Client's Account and return such funds.

If the Client does not independently return to the Bank the amount of an erroneous, improper or unauthorized payment transaction credited to the Client's Account, the Client hereby instructs and authorizes the Bank to make an Account Debit for the amount of the erroneous, improper or unauthorized payment transaction credited to its Account, as well as the amount of any late-payment penalty for failure to return the amount of the erroneous, improper or unauthorized payment transaction in a timely manner (if accrued), in accordance with the procedure and by the means stipulated by Section 6 hereof.

If, in the event of an erroneous, improper or unauthorized 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 (1) Banking Day) after the amount of such erroneous, improper or unauthorized payment transaction is returned to the Client by the improper payee, pay the Bank the amount returned by the improper payee under the relevant erroneous, improper or unauthorized payment transaction.

5.1.2.15. The attachment and compulsory debiting (collection) of funds from the Client's Account shall be effected on the grounds and in accordance with the procedure stipulated by Applicable Law.

If funds in the Client's Account are attached, transactions on such Account shall be effected subject to the restrictions and in accordance with the procedure stipulated by Applicable Law.

5.1.2.16. In the cases stipulated by Applicable Law, the Client shall agree with the Bank, in the Application for Banking Services or the Application to Amend the Terms of Use of Banking Services, the time limits for depositing cash proceeds (cash) and shall agree any changes to such time limits in a timely manner (in advance).

5.1.2.17. The Bank shall conduct cheque transactions in accordance with the procedure stipulated by Applicable Law, the Bank's internal documents and other agreements between the Client and the Bank.

5.1.2.18. The Bank shall provide the Client with Account statements at the frequency agreed by the Parties (daily, weekly, monthly, etc.) and, as agreed by the Parties, other notices and/or certificates relating to the Account. A duplicate Account statement shall be issued at the Client's separate request and subject to payment in accordance with the Bank Tariffs.

Account statements shall be provided by the Bank to the Client in electronic form and signed using the Qualified ES of the Bank's authorized person. Account statements, notices and other certificates relating to the Account shall be provided in paper form at the Client's separate request and after the Client pays the relevant fee in accordance with the Bank Tariffs.

Note: The Parties have agreed that a Qualified ES affixed to Account statements in electronic form shall have the same legal status as a handwritten signature and confirm that Account statements in electronic form constitute source documents in accordance with Applicable Law.

From an Account statement, the Client shall obtain information on the amount of foreign currency purchased, sold or exchanged, the aggregate expenses paid by the Client for such transactions and, based on the amounts of funds debited from/credited to the Accounts, the exchange rate at which the Bank conducted the foreign currency purchase/sale/exchange transaction.

The Client shall regularly review Account statements to verify that payment transactions have been executed correctly and, within one (1) Banking Day from the date on which the Bank provides an Account statement, notify the Bank in writing of any discrepancies or errors identified in the Account statements or of its non-acceptance (non-confirmation) of the closing balance of the Account. If the Client does not submit written objections concerning the contents of an Account statement, notice or other certificate relating to the Account within one (1) Banking Day after the date on which the Bank provides it, the Client shall be deemed to have agreed to and confirmed the accuracy of the contents of such documents.

5.1.2.19. On the Client's instructions and on the basis of the Client's applications for the purchase, exchange and/or sale of foreign currency and other documents provided by the Client in accordance with Applicable Law, the Bank shall, in its own name but for the Client's account, enter into transactions for the purchase, exchange and/or sale of non-cash foreign currency on the terms set out in this Agreement and the Client's applications for the purchase, exchange and/or sale of foreign currency at the Authorized Bank Rate, Client Rate or Online Rate. The amount of the Bank's remuneration (fees) for the transactions provided for in this Clause hereof shall be determined by the Bank Tariffs.

Note: The Parties have agreed that the mandatory details of the Client's applications for the purchase, exchange and/or sale of foreign currency shall be agreed by the Parties in each individual Client application for the purchase, exchange and/or sale of foreign currency signed by the Client's authorized representative and accepted by the Bank for execution. In this case, each such Client application for the purchase, exchange and/or sale of foreign currency that is accepted by the Bank for execution shall constitute a separate transaction (agreement) between the Bank and the Client. The Bank shall accept the Client's applications for the purchase, exchange and/or sale of foreign currency for execution only if the Client's Account contains funds in the relevant currency in an amount sufficient to perform the terms of such Client application for the purchase, exchange and/or sale of foreign currency. The Bank may refuse to accept the Client's application for the purchase, exchange and/or sale of foreign currency for execution if the Client has drawn up such application for the purchase, exchange and/or sale of foreign currency in breach of Applicable Law, NBU regulations and/or the Bank's internal documents. The Client's application for the purchase, exchange and/or sale of foreign currency shall be deemed returned without execution if the Bank sends the Client the relevant notice in paper or electronic form (through the Client-Bank System). The Client may postpone the foreign currency purchase date to another Operating Day, purchase foreign currency in an amount smaller than that specified in the submitted application for the purchase of foreign currency, or revoke the application for the purchase of foreign currency in full, in accordance with the procedure stipulated by Applicable Law and the Bank Tariffs. The Bank may return the Client's application without execution if it is not possible to purchase, exchange and/or sell foreign currency on the interbank foreign exchange market of Ukraine at the Client Rate specified therein.

5.1.2.20. By signing the Application for Banking Services, the Client instructs and authorizes the Bank to transfer (remit or debit) from the Account in the relevant currency the amount of funds required to purchase, sell and exchange foreign currency, the amount of the mandatory state pension insurance levy, and other levies and mandatory payments if they are payable pursuant to Applicable Law.

5.1.2.21. On the Client's instructions and on a commission basis, the Bank may exchange funds owned by the Client in one foreign currency for another foreign currency. The time limit for the performance of such commission instruction from the Client shall be determined by Applicable Law. The amount of the Bank's commission for transactions conducted pursuant to this Clause shall be determined by the Bank Tariffs.

5.1.2.22. The Bank shall not be liable for any risk arising from changes/fluctuations in exchange rates during the execution of international payments and foreign exchange transactions; such risk shall be borne solely by the Client.

5.1.2.23. Except where an agreement between the Bank and the Client provides for the Bank to accept and execute Payment Instructions when there are no or insufficient funds in the Client's Account, if a negative balance arises in the Client's Account for any reason (hereinafter, the "**Unauthorized Overdraft**"), the Client shall repay the Unauthorized Overdraft to the Bank immediately on the day on which it arises. If the Client fails to repay the Unauthorized Overdraft within the time limit stipulated by this Clause 5.1.2.23 hereof, the Client shall pay the Bank a late-payment penalty equal

to twice the annual NBU discount rate applicable at the relevant time (throughout the period) during which the Unauthorized Overdraft remains outstanding, calculated on the outstanding amount of the Unauthorized Overdraft for each day of delay. Such late-payment penalty shall be paid by the Client immediately upon the Bank's first demand. When any amount of funds is credited to the Account, such funds shall be applied automatically towards repayment of the Unauthorized Overdraft.

5.1.2.24. If a payment transaction is initiated that, in the Bank's opinion, may be fraudulent and/or is suspicious, the Bank may, but shall not be obliged to, send an SMS containing a code to confirm that the relevant payment transaction may be executed to: (1) the person specified in the Application for Banking Services/Application to Amend the Terms of Use of Banking Services as having the right to confirm suspicious payment transactions by SMS; and/or (2) any person specified in a separate application of the Client granting the right to confirm suspicious payment transactions by SMS (hereinafter, the "SMS Confirmation Application"). The Bank may send such SMS: (1) to a person granted the right to confirm suspicious payment transactions by SMS under the Application for Banking Services/Application to Amend the Terms of Use of Banking Services, using that person's telephone number specified in the relevant Application for Banking Services/Application to Amend the Terms of Use of Banking Services or in the Client's personal (electronic) account in the Client-Bank System; and/or (2) to any person granted the right to confirm suspicious payment transactions by SMS under the SMS Confirmation Application, using that person's telephone number specified in the relevant SMS Confirmation Application or in the Client's personal (electronic) account in the Client-Bank System. After any person granted the right to confirm suspicious payment transactions by SMS under the Application for Banking Services/Application to Amend the Terms of Use of Banking Services and/or the SMS Confirmation Application confirms that a payment transaction which, in the Bank's opinion, may be fraudulent and/or is suspicious may be executed (by entering the code specified in the relevant SMS from the Bank), the Bank shall execute such payment transaction.

5.1.2.25. The Client may, at its discretion, set a limit on the maximum amount of funds that may be sent by the Client as payer using an instant credit transfer (hereinafter, the "**Instant Transfer Limit**") and may change the Instant Transfer Limit at any time. The Instant Transfer Limit may be set per day, per month or per payment transaction. The maximum Instant Transfer Limit may be restricted by Applicable Law and/or the Bank's internal documents.

The Instant Transfer Limit shall be set/changed using the technical means of the Client-Bank System by any person listed in the List of Account Signatories who is authorized to operate the Client's Account and sign Payment Instructions (hereinafter, an "**Account Signatory**"), in respect of Payment Instructions for executing an instant credit transfer signed by that person. For the avoidance of doubt, the Instant Transfer Limit shall be set/changed separately by each Account Signatory and shall apply solely to Payment Instructions for executing an instant credit transfer signed by that Account Signatory.

Where an Instant Transfer Limit has been set for an Account Signatory, Payment Instructions for executing an instant credit transfer may be signed by that Account Signatory only within the established Instant Transfer Limit.

5.1.2.26. The Bank shall inform the Client through the Client-Bank System (by displaying the relevant information in the Client-Bank System) of:

- (i) the execution through the SEP of a payment transaction under which the Client is the payer or payee, and the universal unique identifier of the relevant payment transaction, so that the Client can track the stages of execution of such payment transaction;
- (ii) the rejection by another SEP participant of a payment transaction under which the Client is the payer.

At the request of a Client that is a non-bank payment service provider, received by the Bank through the Client-Bank System, the Bank shall inform such Client through the Client-Bank System (by displaying the relevant information in the Client-Bank System) of:

- (i) the execution through the SEP of a payment transaction under which a customer of the relevant Client is the payer or payee, and the universal unique identifier of the relevant payment transaction, so that the stages of execution of such payment transaction can be tracked;
- (ii) the rejection by another SEP participant of a payment transaction under which a customer of the relevant Client is the payer.

The Bank shall not be liable:

- (i) for the reliability, accuracy, integrity or completeness of the data/information from the SEP provided by the Bank to the Client pursuant to Clause 5.1.2.26 hereof; or
- (ii) for the reliability, accuracy, integrity or completeness of a request received by the Bank from a Client that is a non-bank payment service provider concerning the status of a payment transaction of that Client's customer, or for whether the request concerning the status of that Client's customer's payment transaction received by the Bank from the Client corresponds to the relevant request received by the Client from its customer.

5.1.27. For proper risk management purposes, the Bank may apply tools that restrict the use of a particular Banking Service or banking product, set limits and impose restrictions on payment transactions, and apply risk-based procedures and approaches for comprehensive risk management, including financial monitoring and fraud prevention, in order to ensure the transparent functioning of the banking payment services market, including where the Bank enters into and performs the relevant memoranda, agreements, etc.

5.1.3. SPECIFIC FEATURES OF PAYMENT TRANSACTIONS ON CLIENTS' CURRENT ACCOUNTS SUBJECT TO SPECIAL USE REGIMES, ACCOUNTS 2606 "FUNDS PAYABLE ON DEMAND TO BUSINESS ENTITIES LICENSED TO PROVIDE CASH COLLECTION SERVICES, COLLECTED FOR SUBSEQUENT TRANSFER" AND ACCOUNTS 2654 "SETTLEMENT ACCOUNTS OF NON-BANK FINANCIAL PAYMENT SERVICE PROVIDERS".

5.1.3.1. The Bank shall conduct payment transactions, foreign exchange transactions and any other transactions on Current Accounts subject to special use regimes solely within the limits of and in accordance with Applicable Law.

5.1.3.2. Collected funds intended for subsequent transfer to their designated recipients and funds transferred from the Current Accounts of business entities licensed to provide cash collection services shall be credited to the Client's Account 2606 "Funds Payable on Demand to Business Entities Licensed to Provide Cash Collection Services, Collected for Subsequent Transfer".

Funds received for the execution of payment transactions of payment service users and funds transferred from another Settlement Account or from the Current Account owned by the Client that is a non-bank financial payment service provider, in the cases stipulated by Applicable Law, shall be credited to the Client's Account 2654 "Settlement Accounts of Non-Bank Financial Payment Service Providers".

5.1.3.3. The Client may transfer funds from Account 2606 "Funds Payable on Demand to Business Entities Licensed to Provide Cash Collection Services, Collected for Subsequent Transfer":

(i) to the bank with which the Client has entered into an agency agreement and which is specified in the Application for Banking Services or the Application to Amend the Terms of Use of Banking Services;

(ii) to banks/authorized banks/the NBU in exchange for cash;

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

5.1.3.4. When conducting transactions on a Current Account subject to a special use regime, Account 2606 "Funds Payable on Demand to Business Entities Licensed to Provide Cash Collection Services, Collected for Subsequent Transfer" and Account 2654 "Settlement Accounts of Non-Bank Financial Payment Service Providers", the Client shall comply with Applicable Law, this Agreement and the Bank's internal documents.

5.1.3.5. The Parties agree that the Bank shall neither monitor nor be liable for transactions conducted by the Client on a Current Account subject to a special use regime and/or Account 2606 "Funds Payable on Demand to Business Entities Licensed to Provide Cash Collection Services, Collected for Subsequent Transfer" and/or Account 2654 "Settlement Accounts of Non-Bank Financial Payment Service Providers", the Client's compliance with the designated use of such Current Account and/or Accounts 2606 and/or 2654, or the Client's compliance with Applicable Law when conducting transactions on such Current Account and/or Accounts 2606 and/or 2654.

The Client shall be solely responsible for ensuring that transactions on a Current Account subject to a special use regime, Account 2606 "Funds Payable on Demand to Business Entities Licensed to Provide Cash Collection Services, Collected for Subsequent Transfer" and Account 2654 "Settlement Accounts of Non-Bank Financial Payment Service Providers" comply with Applicable Law.

5.1.3.6. If the Bank incurs any expenses, costs and/or losses as a result of the Client conducting transactions on a Current Account subject to a special use regime and/or Account 2606 "Funds Payable on Demand to Business Entities Licensed to Provide Cash Collection Services, Collected for Subsequent Transfer" and/or Account 2654 "Settlement Accounts of Non-Bank Financial Payment Service Providers", the Client shall reimburse such expenses, costs and losses within five (5) calendar days from the date on which the Bank sends the relevant demand.

5.1.3.7. Instant credit transfer services in the national currency shall be provided on Account 2654 "Settlement Accounts of Non-Bank Financial Payment Service Providers" in accordance with the procedure and on the terms specified herein for the instant credit transfer service, subject to the following:

5.1.3.7.1. The Bank shall execute instant credit transfers on Account 2654 "Settlement Accounts of Non-Bank Financial Payment Service Providers" provided that information on the relevant non-bank payment service provider is included in the directory of non-bank payment service providers executing instant transfers through the Bank's automated system that enables payment transactions between its branches and interaction with the National Bank's Electronic Payment System (hereinafter, the "SEP").

5.1.3.7.2. In order for its information to be included in the directory of non-bank payment service providers executing instant transfers through the SEP, the holder of Account 2654 "Settlement Accounts of Non-Bank Financial Payment Service Providers" shall take the actions stipulated by Applicable Law.

5.1.3.7.3. If the holder of Account 2654 "Settlement Accounts of Non-Bank Financial Payment Service Providers" applies to the Bank for its information to be included in the directory of non-bank payment service providers executing instant transfers through the SEP, the Bank shall take the actions stipulated by Applicable Law.

5.1.4. RIGHTS, OBLIGATIONS AND LIABILITY OF THE PARTIES.

5.1.4.1. The Bank shall:

5.1.4.1.1. open an Account for the Client after the Client has satisfied all conditions set out in Clause 5.1.1.1 hereof and provided that the Bank approves the Application for Banking Services submitted by the Client in accordance with the procedure set out herein;

- 5.1.4.1.2. provide the Banking Services stipulated by this Clause 5.1 hereof during Operating Hours;
- 5.1.4.1.3. execute the Client's Payment Instructions that do not contravene Applicable Law within the time limits and in accordance with the procedure established by this Agreement and Applicable Law;
- 5.1.4.1.4. provide the Client with statements of the Client's Account in accordance with the terms of this Agreement;
- 5.1.4.1.5. perform its other obligations stipulated by this Agreement.

5.1.4.2. The Bank may:

- 5.1.4.2.1. suspend any or all transactions on the Account or refuse to allow the Client to conduct transactions on the Account in the cases provided for in this Agreement and/or Applicable Law;
- 5.1.4.2.2. compulsorily debit (collect) funds from the Client's Account in the cases stipulated by Applicable Law;
- 5.1.4.2.3. make an Account Debit in accordance with the procedure set out in Section 6 hereof;
- 5.1.4.2.4. close the Client's Account and/or unilaterally terminate this Agreement in the cases provided for in this Agreement and/or Applicable Law;
- 5.1.4.2.5. exercise other rights provided for in this Agreement and/or Applicable Law.

5.1.4.3. The Client shall:

- 5.1.4.3.1. when conducting transactions on the Account, comply with Applicable Law, the Bank's internal documents and this Agreement;
- 5.1.4.3.2. submit payment instructions for cash withdrawal from the Bank's cash desk in advance (within the time limits established by the Bank Tariffs);
- 5.1.4.3.3. at the Bank's request (within the period specified therein), provide the information and documents required for the Bank to exercise its powers in the areas of foreign exchange control; preventing and counteracting the laundering of proceeds of crime, terrorist financing and proliferation financing; sanctions legislation where International Sanctions are relevant; and identifying and documenting information on the Client's links to a state engaged in armed aggression against Ukraine and to citizens/residents of such state;
- 5.1.4.3.4. immediately notify the Bank that an amount under an erroneous, improper or unauthorized payment transaction has been credited to the Account and return such funds in accordance with Applicable Law and this Agreement;
- 5.1.4.3.5. within three (3) business days from the date of receipt of the Bank's notice of an erroneous, improper or unauthorized payment transaction in respect of which the Client is the improper payee, initiate a payment transaction in favour of the Bank for an amount equivalent to the funds credited to the Client as a result of the erroneous, improper or unauthorized payment transaction;
- 5.1.4.3.6. pay in full and in a timely manner for the Banking Services received/transactions executed, in accordance with the Bank Tariffs applicable when the relevant transactions were conducted.
- 5.1.4.3.7. provide the Bank in a timely manner (no later than the first (1st) day of February of the year following the reporting year) with annual confirmation of the balance of funds in the Account (as at 1 January). If the Client does not provide confirmation of the balance of funds in the Account within the above period, the balance of funds in the Account shall be deemed confirmed by the Client.
- 5.1.4.3.8. if any changes occur to the Client's details contained in the documents provided by the Client to the Bank to open the Account, provide the Bank with new documents (amendments) evidencing such changes within five (5) Banking Days from the date on which the relevant changes are made.
- 5.1.4.3.9. immediately notify the Bank, providing the relevant documentation, of any changes to the list of persons authorized to operate the Account and sign Payment Instructions; any restrictions on the authority of the persons listed in the signature specimen card/List of Account Signatories; any amendments to documentation; or the execution of any documentation affecting the content or validity of the documentation provided to the Bank. If the Client fails to provide such documentation, the Bank shall not be liable for transactions on the Client's Account conducted on the instructions of the persons listed in the signature specimen card/List of Account Signatories at the time of the relevant transaction until the updated documentation is provided to the Bank and the changes are reflected in the Bank's files (documents), including, without limitation, until the Bank authorizes the acceptance of a new signature specimen card/new List of Account Signatories and/or replacement of the keys in the Client-Bank System, etc. In this case, the Client represents and warrants that all transactions on the Account are conducted by duly authorized persons of the Client in accordance with Applicable Law.
- 5.1.4.3.10. when conducting payment transactions to make payments under procurement contracts entered into pursuant to the Law of Ukraine "On Public Procurement" No. 922-VIII dated 25 December 2015 (hereinafter, the "**Special Contracts**"), each time it makes payment(s) under the Special Contracts, provide the Bank, simultaneously with the Payment Instruction, with a letter stating that the payment is subject to the Law of Ukraine "On Public Procurement" No. 922-VIII dated 25 December 2015 (hereinafter, the "**Law**"), specifying the electronic address at which the relevant report on the results of the procurement procedure is available, and with any other documents required under the Law. If the Client fails to perform or improperly performs the obligation stipulated by this Clause 5.1.4.3.10 hereof, the Client shall bear the liability stipulated by Applicable Law for breach of the Law and shall reimburse the Bank for all expenses, costs and losses incurred by the Bank as a result of the Bank not reviewing the documents stipulated by Clause 5.1.4.3.10 hereof;
- 5.1.4.3.11. perform its other obligations provided for in this Agreement and/or Applicable Law.

5.1.4.4. The Client may:

- 5.1.4.4.1. independently dispose of funds in its Account in compliance with Applicable Law and this Agreement;

5.1.4.4.2. withdraw cash for the purposes and in the amounts provided for by Applicable Law;
5.1.4.4.3. require the timely and complete execution of payment transactions and provision of other services stipulated by this Agreement;
5.1.4.4.4. close the Account and unilaterally terminate this Agreement in the cases and in accordance with the procedure provided for herein;
5.1.4.4.5. if the Client is the payer under a payment transaction, obtain a refund of the amount of an executed authorized payment transaction initiated by the payee in accordance with the procedure set out in this Clause 5.1.4.4.5 hereof, provided that all of the following conditions are satisfied simultaneously:
1) the Client's consent to the execution of the payment transaction does not specify the exact amount of the payment transaction;
2) the amount of the payment transaction exceeds the maximum amount of payment transactions specified in the agreement between the Client and the payee and notified by the Client to the Bank.
To obtain a refund of the amount of an executed authorized payment transaction initiated by the payee pursuant to this Clause 5.1.4.4.5 hereof, the Client may, within sixty (60) calendar days after the funds are debited from its account, submit to the Bank in paper form a written request for such refund, the form of which is set out in Appendix 4 hereto. Within ten (10) business days after receipt of the Client's request, the Bank shall refund the amount of the payment transaction to the Client or provide a reasoned refusal to make the refund.
5.1.4.4.6. exercise other rights provided for in this Agreement.

5.1.4.5. LIABILITY OF THE PARTIES.

5.1.4.5.1. The Bank shall bear the liability stipulated by Applicable Law for executing an erroneous, improper or unauthorized payment transaction.
5.1.4.5.2. If, through the Bank's fault, funds received in the Client's Account are not credited or payment transactions instructed by the Client are not executed within the applicable time limits, the Bank shall pay the Client a late-payment penalty equal to 0.01% of the amount not credited or transferred in a timely manner for each day of delay, but not exceeding 0.05% of that amount.
The Bank shall not be liable for a failure to credit funds received in the Client's Account or transfer funds from the Account on the Client's instructions within the applicable time limits if:
- the Bank is not at fault;
- the failure resulted from a force majeure event or disruptions in the operation of the NBU Electronic Payment System.
5.1.4.5.3. The Bank shall not be liable for the inability to complete a transfer initiated by the Client due to the Client specifying incorrect payee details; the application of International Sanctions to the payee's country of location that prevent or impede the transfer; the payee's bank failing to credit the transfer to the payee's account within the applicable time limits; circumstances beyond the Bank's control; or otherwise.
5.1.4.5.4. The Bank shall be released from liability (including payment of any late-payment penalty and/or damages) for suspending the Client's transactions on the Account or refusing to conduct transactions on the Client's Account if such suspension/refusal is based on any ground provided for in Clause 5.1.2.10 hereof.
5.1.4.5.5. If the Client fails to return the amount of an erroneous, improper or unauthorized payment transaction credited to the Client's Account within three (3) business days from the date of receipt of the Bank's notice that the relevant erroneous, improper or unauthorized payment transaction has been executed, the Client shall pay the Bank a late-payment penalty equal to 0.1% of the amount of such transaction for each day of delay from the completion date of the relevant payment transaction through and including the date on which the funds are returned to the Bank, but not exceeding 10% of the amount of the payment transaction.
5.1.4.5.6. If the Client fails to pay the Bank, within one (1) Banking Day after the Client receives it from the improper payee, the amount returned by the improper payee under an erroneous, improper or unauthorized payment transaction in respect of which the Client was the improper payer and for which the Client previously received reimbursement from the Bank, the Client shall pay the Bank a late-payment penalty equal to 0.1% of the amount returned by the improper payee for each day of delay, but not exceeding 10% of the amount of the erroneous, improper or unauthorized payment transaction.

5.1.5. USE OF ELECTRONIC SIGNATURES IN THE COURSE OF PROVIDING THE BANKING SERVICE.

5.1.5.1. When exchanging documentation in the course of providing the Banking Service, the Parties may provide, receive and use documents/copies of documents in electronic form certified by an Electronic Signature, if permitted by Applicable Law.
5.1.5.2. Documentation shall be exchanged using an ES by email, through the Client-Bank System or through the Vchasno Service.
5.1.5.2.1. If documentation is exchanged using an ES by email, the Client shall additionally notify the Bank thereof by a letter in paper or electronic form signed by the Client's authorized persons and specifying the email address to be used for exchanging documentation using an ES.
Notwithstanding any other provision of the Agreement, any documentation under this Agreement may be exchanged through the Vchasno Service only with the Bank's consent.
Documentation may be exchanged by email or through the Vchasno Service provided that the relevant documents are signed using a Qualified Electronic Signature.
5.1.5.2.2. If documentation is exchanged using an ES through the Client-Bank System, the Client shall transmit originals and electronic copies of the documents (the list of which is set out in Section 5.2 hereof) certified by an Enhanced ES or Qualified ES. The Parties shall deem the copies of documents referred to in this Clause to be duly certified copies.

The Client further warrants that copies of such documents are certified by the signature of the Client's Authorized Person.

5.1.5.3. If this Agreement, the Bank's internal documents and/or Applicable Law permit a particular document to be transmitted using an ES but do not expressly specify the required type of ES, the Parties may use a Simple Electronic Signature (with the Bank's consent), an Enhanced Electronic Signature or a Qualified Electronic Signature for such documents. In this case, the Client shall independently select the type of ES (other than a Simple Electronic Signature, which may be used with the Bank's consent).

The Parties have agreed that an Enhanced Electronic Signature may either be obtained by the Client independently in accordance with the procedure established by Applicable Law or provided to the Client by the Bank in accordance with Applicable Law, the Bank's internal documents and this Agreement, while the Client shall obtain a Qualified Electronic Signature independently in accordance with the procedure established by Applicable Law.

5.1.5.4. The list of documents that may be submitted by the Client to the Bank using an ES shall be determined by this Agreement, the Bank's internal documents and Applicable Law. The Bank shall separately notify the Client of any additions to the list of documents made pursuant to Applicable Law or due to amendments to the Bank's internal documents.

5.1.5.5. An ES shall be equivalent to a handwritten signature and seal where the ES is verified using a Qualified Public Key Certificate through a secure digital communication facility, provided that such certificate is valid.

5.1.5.6. By signing the Application for Banking Services, the Client assumes the risk of any losses/expenses that it may incur as a result of the implementation of this Clause 5.1.5 (including its subclauses) hereof and shall reimburse the Bank for any losses/expenses that the Bank may incur as a result of the implementation of these provisions, except where such losses/expenses arise through the Bank's fault.

5.2. BANKING SERVICE "REMOTE BANKING THROUGH THE CLIENT-BANK SYSTEM".

The terms used in this Clause 5.2 hereof shall have the following meanings:

Public Key – a parameter of the cryptographic algorithm for verifying an Enhanced ES that is available to both Parties.

Deposit Agreement – a bank deposit agreement for corporate clients, the public part of which is posted on the Bank's Official Website and in places at the Bank's offices that are publicly accessible to clients, and which has been/is entered into by the Parties pursuant to the relevant application for placement of a deposit.

Electronic Document – a document in which information, including the relevant document details and an Enhanced ES, is presented in the form of electronic data.

Enhanced Seal – an electronic seal created as a result of the cryptographic transformation of the electronic data to which it relates, using an enhanced electronic seal creation device and a private key uniquely linked to the creator of the electronic seal, and which enables the electronic identification of the creator of the electronic seal and the detection of any breach of integrity of the electronic data to which it relates.

Enhanced Electronic Signature or Enhanced ES – an electronic signature created as a result of the cryptographic transformation of the electronic data to which it relates, using an enhanced electronic signature creation device and a private key uniquely linked to the signatory, and which enables the electronic identification of the signatory and the detection of any breach of integrity of the electronic data to which it relates. The term "Enhanced Electronic Signature" or "Enhanced ES", as used herein, shall include:

- (i) an Enhanced ES created using Secret Keys generated by the Client on the terms of this Section hereof (in which case the Enhanced ES shall be affixed using a Secret Key and verified using a Public Key); and/or
- (ii) an Enhanced ES created in accordance with Applicable Law by any electronic trust service provider and based on a qualified public key certificate.

Under this Agreement, the Parties shall use an Enhanced ES to sign the documents specified in Clause 5.2.2 hereof and/or in other agreements between the Bank and the Client that are transmitted through the Client-Bank System; it enables the integrity and authenticity of such documents to be confirmed and the person who signed an Electronic Document to be identified for the purposes of performing this Agreement and/or other agreements between the Bank and the Client.

Certificate Request – a document in a prescribed format that contains the Public Key value and Client details and is transmitted to the Key Certification Centre in electronic and/or paper form. When a Certificate Request is created, a Secret Key and a Public Key shall be generated automatically.

Consolidated Statement – a statement in the form prescribed by the Bank that the Client periodically submits to the Bank through the Client-Bank System for the Bank to provide the "Payroll Project" and/or "Settlement Services for Funds Distribution" banking service under the Payroll Project and Funds Distribution Agreement.

User Manual – the user manual for OTP Online Client-Bank System, the user manual for Click OTPay Client-Bank System or the user manual for any other electronic banking system through which the Bank provides remote banking services to the Client hereunder, each approved by the Bank and posted on the Bank's Official Website.

Qualified Seal – an enhanced electronic seal created using a qualified electronic seal creation device and based on a qualified electronic seal certificate.

Compromise of a Secret Key – any event and/or action (loss, unauthorized copying or suspected unauthorized copying, etc.) that has resulted or may result in unauthorized use of the Secret Key.

Mobile Application – an application for mobile phones running the iOS/Android operating system, specifically designed for using the Client-Bank System without a web browser.

OTP Code Service – a Bank service for sending OTP Codes to the Client, which is activated and provided by the Bank at the Client's option in accordance with the Application for Banking Services/Application to Amend the Terms of Use of Banking Services (as applicable) entered into by the Parties.

Payroll Project and Funds Distribution Agreement – the public agreement for the provision of Banking Services entered into by the Parties pursuant to the Application for the "Payroll Project" and/or "Settlement Services for Funds Distribution" Banking Service.

Secret Key – a parameter of the cryptographic algorithm for creating an Enhanced ES that is available solely to the Client.

Public Key Certificate or **Certificate** – an electronic document issued by the Bank's Key Certification Centre that confirms the validity of the Public Key and that it belongs to the person who signed the electronic document. The Client's Public Key Certificates shall be provided in electronic form.

System HelpDesk – an information and enquiry support service for the electronic banking system.

OTP Code (OneTimePassword) – a one-time password with a limited validity period that is sent on each occasion to the Client's mobile telephone number specified in the Application for Banking Services/Application to Amend the Terms of Use of Banking Services (as applicable) to authorize the Certificate Request created by the Client in the Client-Bank System.

Key Certification Centre – a legal entity, irrespective of its form of ownership, that issues public key certificates.

The terms "**Qualified Electronic Signature**", "**Qualified ES**", "**Simple Electronic Signature**" and "**Simple ES**" shall have the meanings set out in Clause 5.1 hereof.

*In this Clause 5.2 hereof, Banking Service means the Banking Service
"REMOTE BANKING THROUGH THE CLIENT-BANK SYSTEM"*

5.2.1. TERMS AND PROCEDURE FOR PROVIDING THE BANKING SERVICE.

5.2.1.1. Pursuant to the Application for Banking Services or the Application to Amend the Terms of Use of Banking Services entered into by the Parties, the Bank shall connect the Client to the Client-Bank System and provide the Client through the Client-Bank System with the services listed in Clause 5.2.2 hereof.

5.2.1.2. All transactions provided for in this Clause 5.2 hereof shall be conducted on all of the Client's Accounts, accounts operated using corporate (business) payment instruments and other accounts of the Client opened with the Bank.

5.2.1.3. The Client shall be serviced through the Client-Bank System in accordance with the procedure established by this Clause 5.2 hereof and the User Manual.

5.2.1.4. The Client shall independently generate Certificate Requests using the software provided by the Bank and in accordance with the User Manual, and shall bear the liability stipulated by the Agreement for safeguarding Certificates, OTP Codes and Secret Keys.

5.2.1.5. The Bank may improve and modify the technical parameters of the Client-Bank System.

5.2.1.6. The Client may access the Banking Service either using a web browser or through the Mobile Application.

5.2.1.7. The Bank shall provide, and the Client may receive, the Banking Service using a web browser, provided that the Client meets the following minimum hardware and software requirements throughout the period during which the Banking Service is provided:

Operating system	Other software
Win 8.1+ macOS or another operating system.	Use of one of the following web browsers is recommended: Mozilla Firefox, Google Chrome or Safari (the two latest versions)
Technical readiness for connection	A working computer with an installed operating system Internet connectivity to the following addresses: otpay.com.ua:443 and csk01.otpbank.com.ua:80

The Bank shall provide, and the Client may receive, the Banking Service through the Mobile Application, provided that the Client meets the following minimum hardware and software requirements throughout the period during which the Banking Service is provided through the Mobile Application:

Minimum operating system requirements:	Other software
iOS 8.0+ Android 4.0.3+	Internet access The Mobile Application* installed on the mobile telephone * Note: The Mobile Application must be downloaded: for the iOS operating system: from the App Store online mobile application store for the Android operating system: from the Google Play online mobile application store A 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 Banking Services or the Application to Amend the Terms of Use of Banking Services, the Client agrees to the provisions of the User Manual, which need not be signed separately by the Parties.

5.2.1.9. By signing the Application for Banking Services or the Application to Amend the Terms of Use of Banking Services, the Client warrants/confirm:

- that it understands and agrees to all provisions of the User Manual and the Agreement and shall comply with them;
- that it understands and shall bear liability for any breach by it of the Agreement and/or the User Manual to the extent and in accordance with the procedure established by the Agreement.

5.2.1.10. The Client may not transfer, assign, pledge or otherwise dispose of any of its rights and/or obligations under this Section hereof to any third party.

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

Through the Client-Bank System:

- 5.2.2.1. The Bank shall provide the Client with access to the Accounts, accounts operated using corporate (business) payment instruments and other accounts of the Client during the hours specified in Clause 5.2.3.5 hereof;
- 5.2.2.2. The Client may sign Payment Instructions for non-cash settlements (including for executing instant credit transfers in the national currency) and payment instructions for cash withdrawal;
- 5.2.2.3. The Client may obtain information on payment transactions (including the execution of instant credit transfers in the national currency);
- 5.2.2.4. The Client may obtain information on the daily balance of funds in each of the Client's Accounts, each account operated using corporate (business) payment instruments and any other account of the Client with the Bank;
- 5.2.2.5. The Client may generate statements for any Account, any account operated using corporate (business) payment instruments and any other account of the Client with the Bank;
- 5.2.2.6. The Bank may provide the Client with any information, and the Client may receive information provided by the Bank;
- 5.2.2.7. Under the Deposit Agreement, the Bank and/or the Client may sign (enter into) applications for placement of a deposit, applications to amend the terms of deposit placement, applications to top up an on-demand deposit, applications for return of a deposit, applications to close a deposit account and other documents provided for in the Deposit Agreement;
- 5.2.2.8. The Client may transmit originals of the following electronic documents/electronic copies of the following documents:
- 1) Payment Instructions for non-cash settlements in the national and/or a foreign currency, as well as payment instructions for cash withdrawal;
 - 2) applications for a guarantee, applications for a letter of credit, registers of promissory notes and registers of monetary claims under factoring agreements;
 - 3) credit applications and loan drawdown applications;
 - 4) applications (instructions) for the purchase of foreign currency;
 - 5) applications (instructions) for the sale of foreign currency;
 - 6) applications (instructions) for the allocation of foreign currency;
 - 7) information notices concerning the purchase of foreign currency;
 - 8) applications for the purchase of one foreign currency for another foreign currency;
 - 9) approvals for conducting a forward transaction;
 - 10) the Client's requests and enquiries concerning services provided by the Bank that do not contravene Applicable Law (including applications to establish daily spending limits for corporate (business) payment instruments, applications for a statement of an account operated using corporate (business) payment instruments, applications for a certificate concerning the status of an account operated using corporate (business) payment instruments, applications to transfer funds within an account operated using corporate (business) payment instruments, applications to reissue corporate (business) payment instruments, clarification letters concerning transactions on accounts operated using corporate (business) payment instruments, etc.);
 - 11) clarification letters concerning export and import transactions;
 - 12) clarification letters concerning transactions in the national currency;
 - 13) letters concerning the operation of Current Accounts and transactions in the national and a foreign currency;
 - 14) Consolidated Statements and other funds distribution registers transmitted pursuant to agreements entered into between the Bank and the Client;
 - 15) notices of dismissal of holders of corporate (business) payment instruments and/or termination of the legal relationships under which holders receive payments into their own accounts;
 - 16) Account Opening Applications and/or Account Closure Applications;
 - 17) notices concerning an agreement entered into by a resident borrower that is not a bank and/or notices of amendments to an agreement entered into by a resident borrower that is not a bank, in accordance with Applicable Law;
 - 18) applications for placement of a deposit, applications to amend the terms of deposit placement, applications to top up an on-demand deposit, applications for return of a deposit, applications to close a deposit account and other documents provided for in the Deposit Agreement;
 - 19) copies of documents required by regulations for foreign currency purchase (exchange) transactions and/or supervision of export and import transactions.*

***Note:** The Parties shall apply this subparagraph 19) only after the Bank separately notifies the Client through the Client-Bank System that it may be applied.

- 20) questionnaires and the Client's ownership structure;
 - 21) copies of documents confirming expenses incurred in connection with overseas business trips of the Client's employees (including, without limitation, copies of business trip orders and calculations of business trip expenses, etc.) and/or hospitality expenses for organizing official events abroad and/or operating expenses associated with maintaining the Client's own vehicles abroad, where the Client conducts a transaction to purchase foreign currency/receive (withdraw) cash in a foreign currency;
 - 22) copies/originals of documents that this Agreement and/or other agreements entered into between the Client and the Bank require to be submitted through the Client-Bank System;
 - 23) electronic powers of attorney for an authorized person in respect of each cash withdrawal transaction;
 - 24) the List of Account Signatories in electronic form;
 - 25) questionnaires submitted to the Bank in accordance with Applicable Law;
 - 26) other documents that the Bank separately notifies the Client through the Client-Bank System may be transmitted;
- 5.2.2.9. The Bank may notify the Client that any third party has assigned to the Bank under the relevant factoring agreement any monetary claims (rights of monetary claim) held by that third party against the Client under any agreements/arrangements/contracts;
- Note:** If the Bank sends the Client through the Client-Bank System a notice that any third party has assigned to the Bank under the relevant factoring agreement any monetary claims (rights of monetary claim) held by that third party against the Client under any agreements/arrangements/contracts (hereinafter, the "**Notice of Assignment**"), the Client shall be deemed to have received the Notice of Assignment when the Bank sends it through the Client-Bank System, and no additional confirmation that the Client has received the relevant Notice of Assignment shall be required.
- 5.2.2.10. The Bank and/or the Client may sign (enter into) loan agreements, banking service agreements, overdraft agreements, factoring agreements, pledge agreements, suretyship agreements and any other agreements at the Parties' discretion; any documents provided for in the foregoing agreements (including, without limitation, any notices, credit applications, applications for a guarantee, applications for a letter of credit, registers of promissory notes and registers of monetary claims under factoring agreements, etc.); any amendment agreements/supplemental agreements/appendices to the foregoing agreements; and agreements terminating the foregoing agreements;
- 5.2.2.11. The Client may sign Account Opening Applications and/or Account Closure Applications;
- 5.2.2.12. The Client and/or the Bank may sign Applications for Banking Services and/or Applications to Amend the Terms of Use of Banking Services;
- 5.2.2.13. The Client may sign and transmit to the Bank any documents that this Agreement and/or any other agreement between the Bank and the Client expressly permits the Client to sign and transmit through the Client-Bank System;
- 5.2.2.14. The Bank may sign and transmit to the Client any documents that this Agreement and/or any other agreement between the Bank and the Client expressly permits the Bank to sign and transmit through the Client-Bank System;
- 5.2.2.15. The Bank may request any information and/or documents from the Client, including, without limitation, those required for the Bank to duly exercise its powers in the areas of foreign exchange supervision; preventing and combating the legalization (laundering) of proceeds of crime, terrorist financing and financing of the proliferation of weapons of mass destruction; sanctions legislation; and identifying and documenting information on the Client's links to a state engaged in armed aggression against Ukraine and to citizens/residents of such state;
- 5.2.2.16. The Client may set and/or change the Instant Transfer Limit in accordance with the procedure provided for in the Agreement;
- 5.2.2.17. The Bank shall provide the Client with the information specified in Clause 5.1.2.26 hereof;
- 5.2.2.18. At the Client's initiative, information notices containing bank details for payment may be sent to the Client's counterparties and/or the Client may receive such notices from its counterparties (Invoice).
- 5.2.2.19. other services of which the Bank separately notifies the Client.

Note 1: The Bank shall conduct payment transactions in a foreign currency only if the Client has previously submitted originals/certified copies of all documents required under Applicable Law (a foreign trade contract, cargo customs declaration, certificate of completed works, tax authority certificate, etc.).

Note 2: If the Client has no Client Accounts opened with the Bank, the Bank shall provide the Client through the Client-Bank System solely with the services stipulated by Clause 5.2.2.6 and subparagraphs 10) and 14) of Clause 5.2.2.8 hereof. In this case, the Bank may (but shall not be obliged to) provide the Client through the Client-Bank System with other services, of which it shall additionally notify the Client.

Note 3: Notwithstanding the foregoing provisions of Clause 5.2.2 hereof, the Bank may require any document specified in Clause 5.2.2 hereof to be provided/drawn up/signed/entered into in writing on paper, and the Client shall, at the Bank's request, provide/draw up/sign/enter into any document specified in Clause 5.2.2 hereof in writing on paper.

5.2.3. PROCEDURE FOR SERVICING THE CLIENT THROUGH THE CLIENT-BANK SYSTEM.

5.2.3.1. The Client shall send its outgoing Payment Instructions and other documents specified in Clause 5.2.2 hereof 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 hereof shall be provided to the Bank in ordinary paper form, unless otherwise provided for in this Agreement and/or the Payroll Project and Funds Distribution Agreement and/or the Deposit Agreement and/or other agreements entered into between the Bank and the Client.

5.2.3.3. The Client shall be responsible for the proper preparation and signing of documents transmitted through the Client-Bank System and warrants that such documents are authentic (namely, duly signed by authorized persons in accordance with Applicable Law and the Client's internal documents).

5.2.3.4. The Bank shall establish the authenticity of each document sent through the Client-Bank System by verifying the Enhanced ES or Qualified ES of the Client's authorized person(s). Provided that the Bank determines a document to be authentic following verification, the Bank shall accept it for execution and shall not be liable if that document was not in fact authentic, except where the Bank is proven to be at fault. Documents that the Bank determines not to be authentic shall not be accepted (shall be rejected) by the Bank, with reasons being stated, and the Bank shall not be liable if any such document subsequently proves to be authentic.

An Enhanced ES shall be verified using the Bank's IT systems in accordance with the procedures established by the Bank's internal documents. If an Enhanced ES is successfully verified, information confirming the successful signing of the electronic document shall be displayed in the Client-Bank System interface. If verification of an Enhanced ES is unsuccessful, information concerning the error shall be displayed in the Client-Bank System interface.

5.2.3.5. The Client-Bank System shall be available for use twenty-four (24) hours a day, subject to Clause 5.2.3.6 hereof (except during technical interruptions, force majeure events, etc.).

5.2.3.6. Notwithstanding Clause 5.2.3.5 hereof, the Bank shall accept and process documents received through the Client-Bank System solely during Operating Hours (other than Payment Instructions for executing instant credit transfers in the national currency).

5.2.3.7. Until the Bank receives a notice from the Client as provided for in Clauses 5.2.6.1.8 and 5.2.6.2.11 hereof, the Bank shall provide the services stipulated by this Section hereof and shall not be liable for any losses that the Client may incur.

5.2.3.8. The Client's use of the Client-Bank System shall not preclude the Bank from processing the Client's documents (including Payment Instructions) in paper form in accordance with this Agreement and/or the Payroll Project and Funds Distribution Agreement and/or the Deposit Agreement and/or other agreements entered into between the Client and the Bank.

5.2.3.9. The Parties have agreed that the documents specified in Clause 5.2.2 hereof that are sent through the Client-Bank System and determined by the Bank to be authentic shall be deemed to have the force of originals and to be valid.

5.2.3.10. The Bank shall provide daily information on incoming and outgoing payment transactions and the balance of funds in the Accounts for the previous Banking Day. Such information shall be displayed in the Client-Bank System no later than 9:30 a.m. on the next Banking Day.

5.2.4. AUTHORIZATION, SECURITY AND CONFIDENTIALITY.

5.2.4.1. For the Client's initial login to the Client-Bank System (using either a web browser or the Mobile Application), the Bank shall send the login name and password for the initial login to the Client-Bank System to the email addresses of the Client's users specified in the relevant Application for Banking Services or Application to Amend the Terms of Use of Banking Services.

5.2.4.2. Upon initially logging in to the Client-Bank System and at any time during the term of provision of the Banking Service (if required), the Client's user shall create Certificate Requests in the Client-Bank System in accordance with the User Manual.

If the OTP Code Service has been activated for the Client's user pursuant to the Application for Banking Services or the Application to Amend the Terms of Use of Banking Services, a one-time OTP Code for authorization of the Certificate shall be sent automatically to the mobile telephone number specified in the relevant Application for Banking Services or Application to Amend the Terms of Use of Banking Services. In this case, the Bank shall authorize the Certificate Request created by the Client and issue the Certificate automatically after the Client enters the one-time OTP Code received (which constitutes a Simple ES) in the Client-Bank System and the Bank verifies it.

If the OTP Code Service has not been activated for the Client pursuant to the Application for Banking Services or the Application to Amend the Terms of Use of Banking Services, the Client's authorized persons listed in the signature specimen card/List of Account Signatories shall print and sign by hand the generated Certificate Request (as provided for in Clause 5.2.6.2.3 hereof) and submit it to the Bank for authorization. The Bank shall authorize Certificate Requests and issue Certificates after verifying the details specified in the Certificate Requests.

5.2.4.3. The Client and/or the Bank may sign the documents specified in Clause 5.2.2 hereof using an Enhanced ES, Enhanced Seal, Qualified ES or Qualified Seal.

The Parties shall not be required to affix an Enhanced Seal and/or Qualified Seal to the documents specified in Clause 5.2.2 hereof.

5.2.4.4. Secret Keys shall be replaced with new Secret Keys in the cases provided for in the Agreement or at the request of either Party, including upon expiry of a Certificate.

5.2.4.5. Given the specific nature of electronic information processing, the Parties acknowledge that the methods used to transmit, authenticate and retain data, documents and other information transmitted through the Client-Bank System are secure, reliable and sufficient and comply with the requirements of Applicable Law of Ukraine governing electronic trust services and information security.

5.2.4.6. Any document bearing an Enhanced ES or Qualified ES and verified in accordance with Clause 5.2.3.4 hereof shall be deemed authentic and equivalent to a paper document.

5.2.4.7. The person who signs an electronic document using its Enhanced ES or Qualified ES shall be responsible for the accuracy of the information contained in the details of that electronic document. In this case, the Parties acknowledge that the Client's Enhanced ES created using Secret Keys generated by the Client on the terms of this Section hereof cannot be forged without knowledge of the Client's Secret Key.

5.2.4.8. By signing any transaction with the Bank using an ES (as defined in Clause 5.1 hereof), including any transaction specified in Clause 5.2.2.11 hereof, and/or the Application for Banking Services/Application to Amend the Terms of Use of Banking Services, the Client acknowledges that the method of protecting electronic documents using cryptographic means, including an Enhanced ES, Enhanced Seal, Qualified ES and Qualified Seal, is sufficient.

5.2.4.9. The Parties hereto acknowledge that information concerning the electronic banking system, the means and processes used in connection with its operation, and any other information exchanged by the Parties in connection with the performance of this Clause 5.2 hereof (other than publicly available information) shall constitute confidential information that may not be disclosed, in whole or in part, to any third party, except as provided for by Applicable Law. In particular, the Client shall take all necessary precautions to prevent any persons other than the Client's duly authorized representatives specified in the Application for Banking Services/Application to Amend the Terms of Use of Banking Services from accessing or using the Client-Bank System or its means and processes (including the encryption algorithm and other security measures, etc.).

5.2.4.10. To ensure the confidentiality of information transmitted through the Client-Bank System that constitutes confidential information or contains bank secrecy and/or financial service secrecy under Applicable Law, such information shall be transmitted in a secure form (using cryptographic or other information security measures).

5.2.4.11. By signing any transaction with the Bank using an ES (as defined in Clause 5.1 hereof), including any transaction specified in Clause 5.2.2.11 hereof, and/or the Application for Banking Services, the Client acknowledges that the method of protecting electronic documents using cryptographic means, including an Enhanced ES/Enhanced Seal, is sufficient.

By signing any transaction with the Bank using an ES (as defined in Clause 5.1 hereof), including any transaction specified in Clause 5.2.2.11 hereof, and/or the Application for Banking Services, the Client assumes the risk of any losses/expenses that it may incur as a result of using an electronic signature (including an Enhanced ES/Enhanced Seal) and shall reimburse the Bank for any losses/expenses that the Bank may incur as a result of using an electronic signature (including an Enhanced ES/Enhanced Seal), except where such losses/expenses arise through the Bank's fault.

5.2.5. PROCEDURE FOR PAYMENT FOR BANKING SERVICES PROVIDED THROUGH CLIENT-BANK SYSTEM.

5.2.5.1. The Client shall pay for the services provided by the Bank pursuant to this Clause 5.2 hereof in the amounts and in accordance with the procedure stipulated by the Bank Tariffs, subject to the following:

5.2.5.1.1. The Client shall pay the fee for connection to the Client-Bank System within three (3) Banking Days from the date on which the Application for Banking Services or the Application to Amend the Terms of Use of Banking Services is entered into (depending on which Application provides for the Bank to activate the Banking Service for the Client), in the amounts stipulated by the Bank Tariffs.

5.2.5.1.2. The Client shall pay into the Bank's account the fees for the issuance/replacement/unblocking of Certificates at the Client's request, Certificate Requests and changes to the types of Account access granted to authorized persons as a 100% advance payment in accordance with the Bank Tariffs no later than one (1) Banking Day before the relevant service is provided.

5.2.5.2. If the Client fails to pay the Bank's fees for the services provided pursuant to this Clause 5.2 hereof within ten (10) Banking Days after the indebtedness arises, including where the Client's Accounts contain insufficient funds to pay the Bank's fees in full, the Bank shall disconnect the Client from the Client-Bank System. The Bank shall reconnect the Client to the Client-Bank System after the Client repays in full the indebtedness for services received pursuant to this Clause 5.2 hereof.

5.2.6. RIGHTS, OBLIGATIONS AND LIABILITY OF THE PARTIES.

5.2.6.1. The Bank shall:

5.2.6.1.1. provide the Client with access to the Client-Bank System within five (5) Banking Days and send a login name and password for the initial login to the Client-Bank System to the email address specified in the relevant Application for Banking Services or Application to Amend the Terms of Use of Banking Services;

5.2.6.1.2. authorize Certificate Requests submitted by the Client pursuant to Clause 5.2.6.2.3;

5.2.6.1.3. make the User Manual and other documentation required for the Client to connect to and use the Client-Bank System available to the Client;

5.2.6.1.4. issue Certificates to the Client's authorized persons based on Certificate Requests created by the Client in accordance with the procedure set out in Clause 5.2.4.2 hereof if a Secret Key is blocked or lost;

5.2.6.1.5. at the Client's reasoned request, provide the Client within one (1) Banking Day with advisory information (through the System Helpdesk) concerning the use and operation of the Client-Bank System.

5.2.6.1.6. execute the Client's Payment Instructions to transfer funds from the Accounts if the Bank determines such Payment Instructions to be authentic in accordance with the rules set out in Clause 5.2.3.4 hereof, provided that the balance of funds in the Client's Account is sufficient to execute the relevant Payment Instruction and the Client has provided all other documents required by the Bank to execute the relevant Payment Instruction in accordance with Applicable Law.

5.2.6.1.7. If the Bank receives several electronic documents (including Payment Instructions) with identical content bearing the same document number and/or simultaneously receives several documents with identical content in paper and/or electronic form, the Bank shall accept each separate document for execution or refuse to execute it in accordance with the Agreement and/or other agreements between the Bank and the Client, unless otherwise specified in the User Manual. In this case, the Client shall be responsible for the simultaneous submission of Payment Instructions in written and/or electronic form.

5.2.6.1.8. immediately suspend transactions pursuant to this Clause 5.2 hereof on the basis of a letter from the Client concerning a Compromise of a Secret Key that bears the signatures of the Client's authorized persons and the Client's seal (if any).

5.2.6.1.9. if there are changes to the Client's authorized persons entitled to operate the Client's Accounts (where the Client is a legal entity), and/or to the Client's authorized persons having first- or second-signing authority in respect of the Consolidated Statement (where the Client receives the "Payroll Project" or "Settlement Services for Funds Distribution" banking service pursuant to the Payroll Project and Funds Distribution Agreement), or to the Client's authorized persons (where the Client is an individual entrepreneur), block the Certificates, provided that the documents required under Applicable Law, the Bank's internal documents and the Application to Amend the Terms of Use of Banking Services have been submitted to the Bank.

5.2.6.2. The Client shall:

5.2.6.2.1. ensure compliance with, and be responsible for observing, information security requirements at its workstation on which the Client-Bank System software is installed. To ensure information security at its workstation, the Client shall comply, inter alia, with the requirements set out in the "Guidelines for Compliance with Information Security Requirements when Using the Client-Bank System" contained in Appendix 3 hereto.

5.2.6.2.2. if necessary, create Certificate Requests using the Client-Bank System in accordance with the User Manual.

5.2.6.2.3. if the OTP Code Service has not been activated for the Client pursuant to the Application for Banking Services or the Application to Amend the Terms of Use of Banking Services, submit to the Bank duly executed Certificate Requests in writing, signed by the Client's authorized persons (if the Client is a legal entity) or personally by the Client (if the Client is an individual entrepreneur) and bearing the Client's seal (if any).

5.2.6.2.4. pay in full and in a timely manner for services received through the Client-Bank System in accordance with Clause 5.2.5.1 hereof and the Bank Tariffs.

5.2.6.2.5. assist the Bank in performing its obligations specified in Clause 5.2.6.1 hereof.

5.2.6.2.6. create and maintain a secure and properly functioning hardware and software environment for the operation of the Client-Bank System throughout the term of provision of the Banking Service pursuant to this Clause 5.2 hereof.

5.2.6.2.7. use the Client-Bank System strictly in accordance with the User Manual and the Agreement, prevent any improper or negligent use of the Client-Bank System, and prevent the Client-Bank System from malfunctioning as a result of non-compliance with the foregoing requirements.

5.2.6.2.8. ensure the secure storage of Certificates, Secret Keys and the passwords required to access them for the purpose of using the Client-Bank System, and prevent access to or use thereof by unauthorized persons.

5.2.6.2.9. simultaneously with replacing the signature specimen cards/List of Account Signatories due to changes to the persons entitled to operate the Client's Accounts (where the Client is a legal entity) and/or the Client's authorized persons (where the Client is an individual entrepreneur), and/or changes to the persons entitled to enter documents in the Client-Bank System and/or view any documents sent through the Client-Bank System (without the right to sign or transmit documents), and/or the Client's authorized persons having first- or second-signing authority in respect of the Consolidated Statement (where the Client receives the "Payroll Project" or "Settlement Services for Funds Distribution" banking service pursuant to the Payroll Project and Funds Distribution Agreement), submit an Application to Amend the Terms of Use of Banking Services and take the actions specified in Clause 5.2.6.2.2 and, if applicable, Clause 5.2.6.2.3 hereof.

Note! The Client shall immediately notify the Bank and provide the relevant documentation concerning any changes to the persons entitled to operate the Client's Accounts (where the Client is a legal entity), and/or the Client's authorized persons (where the Client is an individual entrepreneur), and/or the Client's authorized persons having first- or second-signing authority in respect of the Consolidated Statement (where the Client receives the "Payroll Project" or "Settlement Services for Funds Distribution" banking service pursuant to the Payroll Project and Funds Distribution Agreement), any amendments to such documentation, or the execution of any documentation affecting the content or validity of the documentation provided to the Bank, in accordance with the procedure set out in the Agreement. If the Client fails to provide such documentation, the Bank shall not be liable for transactions on the Client's Accounts conducted through the Client-Bank System on the instructions of persons listed in the signature specimen card/List of Account Signatories at the time of the relevant transaction, during the period before the documentation is provided and the changes are reflected in the Client-Bank System. In this case, the Client represents and warrants that all transactions on the Account through the Client-Bank System are conducted by duly authorized persons of the Client in accordance with Applicable Law. If the Client fails to provide documentation concerning changes to the Client's authorized persons having first- or second-signing authority in respect of the Consolidated Statement (where the Client receives the "Payroll Project" or "Settlement Services for Funds Distribution" banking service pursuant to the Payroll Project and Funds Distribution Agreement), the Parties agree that the Bank shall accept for execution a Consolidated Statement signed by the Client's authorized persons having first- and second-signing authority in respect of the Consolidated Statement according to the documents available to the Bank.

5.2.6.2.10. upon expiry of a Certificate, take the actions specified in Clause 5.2.6.2.2 hereof. In this case, irrespective of whether the OTP Code Service has been activated for the Client, a Certificate Request created electronically by the Client due to the expiry of the previous Certificate shall be authorized automatically without the Client submitting such Certificate Request in writing.

5.2.6.2.11. in the event of a Compromise of a Secret Key, immediately notify the Bank's System Helpdesk by telephone. When contacting the Bank by telephone, the Client shall, where necessary, provide the Bank's employee with additional personal details (surname, given name, patronymic and taxpayer registration number). An employee of the System Helpdesk shall block the Secret Key and notify the Client that a new Certificate must be issued. In that case, the Bank

shall act pursuant to Clause 5.2.6.1.4 hereof, and the Client shall take the actions specified in Clause 5.2.6.2.2 and, if applicable, Clause 5.2.6.2.3 hereof.

5.2.6.2.12. By entering into the Application for Banking Services/Application to Amend the Terms of Use of Banking Services, the Parties agree that an oral notice given by the Client to the Bank in accordance with the procedure set out in Clause 5.2.6.2.11 hereof shall constitute grounds for the Bank to block the Client's Certificate.

5.2.6.2.13. ensure that the Client's Account contains sufficient funds to pay for the Banking Services provided through the Client-Bank System.

5.2.6.3. The Bank may:

5.2.6.3.1. amend the User Manual. If the User Manual is amended, the Bank shall notify the Client thereof through the Client-Bank System, by posting information in places at the Bank's offices accessible to the Client, or by posting information on the Bank's Official Website. The Client's use of the Client-Bank System after the User Manual has been amended shall constitute the Client's consent to continue receiving services hereunder subject to the amendments to the User Manual.

5.2.6.3.2. decline to execute an electronic document if it is necessary to establish the Client's identity, the substance of a transaction or the Client's activities, or the Client's financial standing; if the Client has failed to provide documents and information confirming such details, has intentionally provided false information about itself, or has failed to update such information in a timely manner; or if the Bank has doubts that the electronic document was signed by the Client's authorized person rather than as a result of third-party interference with the operation of the Client-Bank System.

5.2.6.3.3. return electronic documents without execution if they have been completed in breach of Applicable Law, NBU regulations and/or the Bank's internal rules. The Bank shall notify the Client through the Client-Bank System of the reason for not executing an electronic document/remote instruction, specifying the relevant reason.

5.2.6.3.4. expand the list of services provided by the Bank through the Client-Bank System, subject to prior notice to the Client.

5.2.6.3.5. block the Client's access to the Client-Bank System if the Client fails to pay for the services provided through the Client-Bank System within ten (10) Banking Days from the date on which the indebtedness arises.

5.2.6.3.6. refuse to issue the Client's Certificates if the relevant Certificate Requests prove to be inauthentic or the applicable fee under the Bank Tariffs has not been paid to the Bank.

5.2.6.3.7. periodically verify the Client's compliance with information security requirements and the secure storage of security tools, and discontinue servicing the Client through the Client-Bank System if the Client fails to comply with such security requirements.

5.2.6.3.8. return Consolidated Statements without execution in the cases and in accordance with the procedure provided for in the Payroll Project and Funds Distribution Agreement.

5.2.6.4. The Client may:

5.2.6.4.1. use the services provided by the Bank through the Client-Bank System and specified in Clause 5.2.2 hereof for the period during which the Banking Service is provided in accordance with the Agreement.

5.2.6.4.2. at any time, in the event of a Compromise of a Secret Key or expiry of the Certificates, take the actions specified in Clause 5.2.6.2.2 and, if applicable, Clause 5.2.6.2.3 hereof.

5.2.6.4.3. apply to the Bank to block the access rights of authorized persons by submitting an Application to Amend the Terms of Use of Banking Services.

5.2.6.4.4. use the services of the System Helpdesk. The System Helpdesk may be contacted by telephone and/or electronic means, and assistance shall be provided to the Client subject to Clause 5.2.6.1.5 hereof.

5.2.6.4.5. use the OTP Code Service if provided for in the Application for Banking Services or the Application to Amend the Terms of Use of Banking Services entered into by the Parties, and amend the terms of use of or discontinue the OTP Code Service by submitting the relevant Application to Amend the Terms of Use of Banking Services to the Bank.

5.2.6.5. LIABILITY OF THE PARTIES.

5.2.6.5.1. The Client shall reimburse the Bank for all losses and expenses incurred by or imposed on the Bank in connection with the execution of any orders, instructions, mandates and other documents of the Client received through the Client-Bank System, irrespective of whether such orders/instructions/mandates/other documents are correct, complete, authentic or were actually sent by the Client, except where such losses arise through the Bank's fault.

5.2.6.5.2. The Bank shall not be liable for any failure to connect the Client to the Client-Bank System within the applicable time limits if the Client has not paid the Bank's connection fee in the amount and within the time limits established by the Bank Tariffs and this Clause 5.2 hereof and/or the Client's hardware and software used to operate the Client-Bank System do not meet the requirements set out in this Clause 5.2 hereof.

5.2.6.5.3. The Bank shall not be liable for any damage incurred by the Client as a result of unauthorized use of Secret Keys/OTP Codes/the Client-Bank System.

5.2.6.5.4. The Bank shall be released from liability for any complete or partial failure to comply with the terms of Clause 5.2 hereof in the event of:

- the Client's use of the Client-Bank System in breach of the rules established by the Agreement and/or the User Manual;
- the Client's breach of the Agreement and/or the User Manual through wilful acts, negligence or omissions;
- the improper operation of any hardware or software used to operate the Client-Bank System, other than hardware provided by the Bank;
- the Client's use of devices under special service accounts (user accounts) that permit all operations without exception (i.e., devices with open root access, "rooted" devices, including Jailbreak);

- inadequate antivirus protection of the Client's computer or other equipment used to operate the Client-Bank System;
- a lack of power supply or discontinuation of services under the Agreement due to a natural disaster or actions of public authorities that make the further provision of services under the Agreement impossible;
- losses incurred by the Client in connection with the improper use of the Client-Bank System;
- inaccurate information in documents provided by the Client;
- amendments to Applicable Law or the adoption of new laws or other regulations that modify or terminate the legal relationships governed by the Agreement.

5.2.6.5.5. The Bank shall not be liable for any delays, errors or omissions in the transmission and/or processing of data resulting from a malfunction or failure of the Client's computer and/or other equipment used to operate the Client-Bank System.

5.2.6.5.6. If the Client fails to pay for the services specified in Clause 5.2.5 hereof within the applicable time limits, the Client shall pay the Bank a late-payment penalty equal to twice the NBU discount rate in effect during the period of such delay, calculated on the overdue amount for each day of delay. For the purposes of this Clause hereof, a failure to pay on time shall include insufficient funds for the Bank to make an Account Debit to pay the fees in accordance with the procedure set out in Clause 6.1 hereof.

5.2.7. "OPEN BANKING".

The terms used in this Clause 5.2.7 hereof shall have the following meanings:

Open Banking – the structured and secure exchange of data among payment service providers and a payment services technology operator through Open APIs.

Open APIs (Application Programming Interfaces) – application programming interfaces based on common standards that enable the exchange of data among payment service providers and payment services technology operators.

Account Access – the ability of a Third-Party Payment Service Provider/Open Banking Service Provider to obtain the scope of information specified by the Client concerning the Client's account (Current Account and/or deposit account) and the Client, which the Bank shall provide at the Client's request and with the Client's consent for the purpose of enabling the Third-Party Payment Service Provider/Open Banking Service Provider to provide the Client with payment initiation services and/or account information services. Account Access shall be enabled through interaction between the information systems of the Bank and the Third-Party Payment Service Provider/Open Banking Service Provider.

Third-Party Payment Service Provider – a banking institution or other payment service provider authorized to provide non-financial payment services in accordance with Applicable Law.

Open Banking Service Provider – a collective term encompassing Third-Party Payment Service Providers, payment instrument issuers, payment services technology operators, account servicing payment service providers and other third parties involved in providing Open Banking services as specified by Applicable Law.

Other terms shall have the meanings set out in Applicable Law.

5.2.7.1. The Bank shall enable a Third-Party Payment Service Provider and/or Open Banking Service Provider to obtain Account Access to the Client's Account within the Open Banking framework in accordance with Applicable Law and the Agreement (subject to the Bank's technical capabilities). Account Access shall be provided through interaction between the information systems of the Bank and the Third-Party Payment Service Provider/Open Banking Service Provider.

5.2.7.2. Account Access to the Client's Account shall be granted provided that, before such Account Access is granted, the Client has given the Bank its consent to Account Access. Such consent to Account Access shall relate to:

- 1) a specific Third-Party Payment Service Provider/Open Banking Service Provider to whom the Client consents to grant Account Access to the Client's Account;
- 2) a specific account of the Client to which the Client consents to grant access;
- 3) a specific non-financial payment service to which the Client consents and a specific scope of information concerning the Client itself and the Client's account.

5.2.7.3. The Client shall provide the Bank with its consent to Account Access to the Client's Account and/or a notice revoking such consent through the Client-Bank System after the Client completes the strong customer authentication procedure. The Bank may independently determine and apply the means of strong customer authentication that it considers appropriate and necessary to ensure an adequate level of security, taking into account the type of Client, the nature of the transactions and Applicable Law.

The Bank may receive the Client's consent to Account Access to the Client's Account and/or a notice revoking such consent from the Client through the relevant Third-Party Payment Service Provider/Open Banking Service Provider that has a contractual relationship with the Client (subject to the Bank's technical capabilities).

5.2.7.4. The Bank shall not be liable for the actions of Third-Party Payment Service Providers/Open Banking Service Providers that have obtained Account Access to the Client's Account on the basis of the Client's consent, provided that the Bank has acted in accordance with Applicable Law.

5.2.7.5. Each time a payment transaction is initiated through a payment initiation service provider, the Client shall give the Bank its consent to execute that payment transaction. Such consent shall be given to the Bank through the Client-Bank System and confirmed by authorization in the Client-Bank System using the means of strong customer authentication specified by Applicable Law and this Agreement.

5.2.7.6. The Client shall give the Bank the user's consent to provide account information to a Third-Party Payment Service Provider (hereinafter also, the "**Third-Party PSP**") before the first request for such account information. The user's consent to account access for the purpose of providing account information may be given for a period not exceeding one hundred and eighty (180) calendar days. The Client may not give the Bank the user's consent to provide information from a closed account. The user's consent to provide account information shall be given and revoked through the Client-Bank System.

5.2.7.7. The Bank shall enable the Client to revoke the user's consent to provide account information at any time in accordance with this Agreement and Applicable Law. The user's consent to provide account information shall be revoked through the Client-Bank System. Upon the Client's revocation of the user's consent to provide account information, the Bank shall cease providing the Third-Party PSP with access to the account to which such consent related. The Client fully understands, acknowledges and accepts all consequences of revoking the user's consent to provide account information, which may include, without limitation, the inability to provide non-financial payment services.

5.2.7.8. The Client shall ensure the confidentiality of strong customer authentication data and shall not disclose them to third parties. If such data are lost or compromised, the Client shall immediately notify the Bank.

5.2.7.9. If unauthorized access to an account or suspicious third-party activity is detected, the Bank may temporarily suspend access to the Open Banking service.

5.2.7.10. By signing the Application for Banking Services/Cash Transaction Document, the Client authorizes the Bank to disclose to the Open Banking Service Provider information concerning the Client that constitutes bank secrecy, trade secrets, payment service provider secrecy and financial monitoring secrecy, and consents to the processing and transfer of the Client's personal data to the Open Banking Service Provider as part of the Open Banking service and within the limits prescribed by Applicable Law, as also provided for in the "CONFIDENTIALITY. BANK SECRECY" and "PERSONAL DATA PROTECTION" Sections hereof.

5.3. BANKING SERVICE "RECURRING PAYMENTS".

*In this Clause 5.3 hereof, Banking Service
means the Banking Service "RECURRING PAYMENTS"*

5.3.1. Pursuant to the Application to Agree on the Terms for Provision of the "Recurring Payments" Banking Service, the Client instructs and authorizes the Bank to independently execute, at the specified frequency, payment transactions to make Recurring Payments (as defined in Clause 5.3.3 hereof) from the Client's Current Account specified in the Application to Agree on the Terms for Provision of the "Recurring Payments" Banking Service.

5.3.2. Each Application to Agree on the Terms for Provision of the "Recurring Payments" Banking Service shall be entered into by the Bank and the Client in paper form, signed by the Parties' authorized representatives and bear the Parties' seals (if any).

An Application to Agree on the Terms for Provision of the "Recurring Payments" Banking Service may be entered into separately in respect of each Current Account of the Client or simultaneously in respect of several or all Current Accounts of the Client. In this case, the Banking Service shall be provided solely in respect of the Client's Current Account(s) specified in the Application to Agree on the Terms for Provision of the "Recurring Payments" Banking Service.

5.3.3. A recurring payment is a payment transaction whereby the Client transfers a specified amount of funds at a specified frequency (once a week, once a month, etc.) to the same payee with the same payment purpose (above and hereinafter, a "**Recurring Payment**").

Recurring Payments are payment transactions linked by common characteristics.

Payment transactions that do not meet the requirements specified above in this Clause shall not constitute Recurring Payments.

5.3.4. The Bank shall execute Recurring Payments by debiting (transferring or remitting) funds from the Client's Current Account and crediting/transferring them to the payee's/payees' account(s) in accordance with the payment schedule specified in the Application to Agree on the Terms for Provision of the "Recurring Payments" Banking Service (hereinafter, the "**Payment Schedule**").

In this case, commencing on the Banking Day following the date on which the Parties enter into the relevant Application to Agree on the Terms for Provision of the "Recurring Payments" Banking Service, the Bank shall provide the Banking Service and execute Recurring Payments in accordance with that Application.

5.3.5. The Bank shall execute Recurring Payments on the basis of Payment Instructions prepared by the Bank. The amounts of Recurring Payments and all other information required by the Bank to execute a Recurring Payment (the payee's name, identification code and account number, the name and MFO code of the payee's bank, the payment purpose and the Payment Schedule) shall be agreed by the Parties in the Application to Agree on the Terms for Provision of the "Recurring Payments" Banking Service.

The Client shall be responsible for the accuracy of the details specified in the Application to Agree on the Terms for Provision of the "Recurring Payments" Banking Service.

5.3.6. By signing the Application to Agree on the Terms for Provision of the "Recurring Payments" Banking Service, the Client gives the Bank its unequivocal consent to the Bank executing each and every Recurring Payment in accordance with the procedure and on the terms set out in this Agreement and that Application. Upon the Parties entering into the Application to Agree on the Terms for Provision of the "Recurring Payments" Banking Service, all Recurring Payments shall be deemed authorized by the Client.

To revoke its consent to the execution of Recurring Payments, the Client shall, before the execution date of the next Recurring Payment, submit to the Bank in paper form an Application to Discontinue the "Recurring Payments" Banking Service signed by the Client's authorized person.

5.3.7. At any time during the Banking Day on which a Recurring Payment is to be executed in accordance with the Payment Schedule, the Bank shall, at its discretion, check whether the Client's Current Account contains the amount of funds required to execute the relevant Recurring Payment.

If, when the Bank checks whether the Client's Current Account contains the amount required to execute the Recurring Payment (as specified above in this Clause), that amount is not available in the Client's Current Account, it shall be deemed that, on the date on which the Recurring Payment was to be executed in accordance with the Payment Schedule, the Client's Current Account contained no funds or insufficient funds for the Bank to execute the Recurring Payment in accordance with this Agreement and the Application to Agree on the Terms for Provision of the "Recurring Payments" Banking Service.

If the Client's Current Account contains insufficient funds to execute a Recurring Payment in accordance with the Payment Schedule, this Agreement and the Application to Agree on the Terms for Provision of the "Recurring Payments" Banking Service (including due to the Client's failure to transfer funds within the applicable time limits, etc.), the Bank shall not be liable for failure to execute the Recurring Payment.

5.3.8. If, on the date on which the Bank is to execute Recurring Payments, the Client's Current Account contains no or insufficient funds to enable the Bank to execute the Recurring Payments in full in accordance with the Payment Schedule, the Bank may (but shall not be obliged to), at its discretion, execute the Recurring Payments in part, up to the amount of funds available in the Client's Current Account. In this case, the Bank shall not be liable for failure to execute the Recurring Payments in full. The Bank shall not monitor the subsequent status of such Recurring Payments or execute the Recurring Payments on another date if funds sufficient to execute them in full in accordance with the Payment Schedule are subsequently credited to the Client's Current Account (subject to the specific provisions of Clauses 5.3.8.1, 5.3.8.2 and 5.3.8.3 hereof).

5.3.8.1. If, under the Application to Agree on the Terms for Provision of the "Recurring Payments" Banking Service, the Bank is to execute one Recurring Payment at a specified frequency, the Bank shall execute that Recurring Payment only in full and provided that the Client's Current Account contains sufficient funds. In this case, the Bank shall not be liable for failure to execute such Recurring Payment.

5.3.8.2. If, under the Application to Agree on the Terms for Provision of the "Recurring Payments" Banking Service, the Bank is to execute standard Recurring Payments and the Client's Current Account contains no or insufficient funds on the date on which a Recurring Payment is to be executed, the Bank shall take the actions described in Clauses 5.3.8 and 5.3.8.1 hereof and shall not monitor the subsequent status of that Recurring Payment or execute it on another date if funds sufficient to execute it are subsequently credited to the Client's Current Account.

5.3.8.3. If, under the Application to Agree on the Terms for Provision of the "Recurring Payments" Banking Service, the Bank is to execute Recurring Payments with an extended execution period and the Client's Current Account contains no or insufficient funds, the Bank may extend the period for executing the Recurring Payment by the additional period specified in the Payment Schedule. If funds sufficient to execute the Recurring Payment are not credited during the additional period specified in the Payment Schedule, the Bank shall not be liable for failure to execute the Recurring Payment. The Bank shall not monitor the subsequent status of that Recurring Payment or execute it on another date if funds sufficient to execute it are subsequently credited to the Client's Current Account.

5.3.9. All Recurring Payments under this Agreement shall be executed on the date scheduled for the execution of such Recurring Payments in accordance with the Payment Schedule, during the Banking Day pursuant to Clause 5.3.7 hereof, unless otherwise prescribed by the Bank's internal documents. Notwithstanding any other terms and conditions hereof, if, on the date scheduled for the execution of a Recurring Payment under the Agreement, the Bank receives other Payment Instructions from the Client, the Client hereby authorizes the Bank, at its sole discretion (and subject to Applicable Law), to determine the order in which such Recurring Payments and such other Payment Instructions submitted by the Client are to be executed.

5.3.9.1. Subject to Clause 5.3.9 hereof, the Bank shall not be liable for:

5.3.9.1.1. failure to execute a Recurring Payment if, as a result of the Bank executing other Payment Instructions received from the Client/payees/encumbrancers/enforcement creditors on the date scheduled for the execution of such Recurring Payment and/or the Bank complying with the requirements of Applicable Law governing the order of execution of payment transactions, the funds in the Current Account were insufficient to execute such Recurring Payment; or

5.3.9.1.2. failure to execute other Payment Instructions received from the Client on the date scheduled for the execution of a Recurring Payment if, as a result of the Bank executing the relevant Recurring Payment and/or the Bank complying

with the requirements of Applicable Law governing the order of execution of payment transactions, the funds in the Current Account were insufficient to execute such Payment Instructions.

5.3.10. If any changes are required to the procedure for executing Recurring Payments (including the amounts and/or payment details for Recurring Payments), the Parties shall enter into a new Application to Agree on the Terms for Provision of the "Recurring Payments" Banking Service in accordance with the procedure set out in this Section hereof. The Bank shall provide the Banking Service in accordance with the latest Application to Agree on the Terms for Provision of the "Recurring Payments" Banking Service entered into by the Parties in respect of the relevant Current Account of the Client.

5.3.11. The Bank shall not be liable for the execution of Recurring Payments in accordance with the Agreement and the Application to Agree on the Terms for Provision of the "Recurring Payments" Banking Service if the information specified in that Application has in fact changed but the Parties have not entered into a new Application to Agree on the Terms for Provision of the "Recurring Payments" Banking Service.

5.3.12. By entering into the Application to Agree on the Terms for Provision of the "Recurring Payments" Banking Service, the Client confirms that it fully understands and unconditionally agrees to the procedure for executing Recurring Payments from the Client's Current Account as described in that Application and this Agreement, and that it shall make no claims or bring any actions against the Bank in connection with the Bank's provision and/or failure to provide the Banking Service in accordance with the procedure set out in that Application and this Agreement.

5.3.13. The Client may discontinue the Banking Service at any time by submitting to the Bank, in paper form, the relevant Application to Discontinue the "Recurring Payments" Banking Service signed by an authorized person of the Client.

5.3.14. Provision of the Banking Service shall automatically terminate upon closure of the Client's Current Account in respect of which the Banking Service was provided and/or upon termination or expiry of the Agreement, as well as in any other cases provided for herein.

5.4. BANKING SERVICE "ACCRUAL AND PAYMENT OF INTEREST ON THE BALANCE OF FUNDS IN THE CURRENT ACCOUNT".

The terms and definitions used in this Clause 5.4 hereof shall have the following meanings:

Value Date – the date on which funds are credited to or transferred from the relevant Current Account, as determined by the Bank in the Core Banking System, and from which the Bank commences or ceases to accrue interest on the Funds Balance in respect of any amount credited to or transferred from the relevant Current Account, on the terms and conditions set out in this Clause 5.4 hereof and the relevant **Interest Accrual Notice** (subject to Clause 5.4.4 hereof).

Enhanced ES has the meaning assigned to it in Clause 5.2 hereof.

Qualified ES has the meaning assigned to it in Clause 5.1 hereof.

Funds Balance means the actual daily balance of funds in the Client's Current Account on which interest is accrued, taking into account the Value Date, in accordance with Clause 5.4 hereof.

Individual Interest Rates means the Interest Rates at which interest is accrued on the Funds Balance in the Current Account.

Core Banking System means the Bank's core banking system through which transactions under the Agreement are effected.

Floating Interest Rate means a type of interest rate at which interest is accrued on the Funds Balance in the Current Account, taking into account the Value Date, the amount of which is **specified** in the **Interest Accrual Notice** and may be changed in accordance with Clause 5.4.4 hereof.

Tiered Interest Rate means a type of interest rate at which interest is accrued on the Funds Balance in the Current Account, taking into account the Value Date, the amount of which is determined by reference to the amount of the Funds Balance in that Current Account and is **specified** in the **Interest Accrual Notice** and may be changed in accordance with Clause 5.4.4 hereof.

Current Account means the Client's current account with the Bank, on the Funds Balance in which interest is accrued (taking into account the Value Date) and paid in accordance with Clause 5.4 hereof and the **Interest Accrual Notice**.

Interest Rate means a Floating Interest Rate, Tiered Interest Rate or Fixed Interest Rate.

Standard Interest Rates means the Interest Rates at which interest is accrued on the Funds Balance in the Current Account, with the applicable rates published on the Bank's Official Website and displayed in areas at the Bank's offices that are accessible to clients.

Fixed Interest Rate means a type of interest rate at which interest is accrued on the Funds Balance in the Current Account, taking into account the Value Date, the amount of which is **specified in the Interest Accrual Notice** and may be changed in accordance with Clause 5.4.4 hereof.

In this Clause 5.4 hereof, Banking Service means the Banking Service "ACCRUAL AND PAYMENT OF INTEREST ON THE BALANCE OF FUNDS IN THE CURRENT ACCOUNT".

5.4.1. GENERAL TERMS AND CONDITIONS FOR PROVISION OF THE BANKING SERVICE.

5.4.1.1. The Banking Service for the accrual of interest on the Funds Balance in the Current Account shall be provided by the Bank on the basis of the Bank's **notice** of interest accrual (hereinafter, the "**Interest Accrual Notice**"), sent by the Bank and accepted by the Client in accordance with the procedure set out herein.

On the basis and subject to the terms and conditions of the Interest Accrual Notice and Clause 5.4.4 hereof, and in accordance with the procedure set out in this Clause 5.4 hereof, the Bank shall accrue interest on the Funds Balance in the Current Account (taking into account the Value Date) and pay the accrued interest to the Client.

5.4.1.2. The Banking Service for the accrual of interest on the Funds Balance in the Current Account may be provided in respect of one, several or all Current Accounts of the Client. The number of the Client's Current Account in which the Funds Balance subject to interest hereunder is held shall be specified in the relevant **Interest Accrual Notice**.

5.4.1.3. The Banking Service for the accrual of interest on the Funds Balance in the relevant Current Account shall be provided after the Bank sends the Client an Interest Accrual Notice in accordance with Clause 5.4.2.1 hereof. For the Client to receive the Banking Service in respect of each individual Current Account, the Bank shall send a separate Interest Accrual Notice.

The terms and conditions for the accrual of interest on the Funds Balance in the Client's Current Account shall be amended in accordance with Clause 5.4.4 hereof.

Each Interest Accrual Notice shall form an integral part hereof.

5.4.1.4. Interest on the Funds Balance in the Current Account may be accrued at a Fixed Interest Rate, Floating Interest Rate or Tiered Interest Rate.

The specific type, category and level of the Interest Rate at which the Bank accrues interest on the Funds Balance in the relevant Current Account, as well as the term (period) for which the relevant Interest Rate applies, shall be determined in accordance with the Interest Accrual Notice, subject to the following:

- Floating Interest Rates and Tiered Interest Rates may be either Standard Interest Rates or Individual Interest Rates;
- a Fixed Interest Rate may only be an Individual Interest Rate;
- the Tiered Interest Rate shall be determined by reference to the amount of the Funds Balance in the relevant Current Account, taking into account the Value Date.

5.4.1.5. Interest on the Funds Balance in the Current Account shall be accrued by the Bank daily, in each case taking into account the Value Date, in the currency of the relevant Current Account and on the amount of the Funds Balance in that Current Account as at the end of each Operating Day.

For the purpose of calculating interest accrued on the Funds Balance in the Current Account, a year shall be deemed to comprise three hundred and sixty (360) days (except in respect of GBP, UAH and BGN, in which cases interest shall be calculated on the basis of three hundred and sixty-five/three hundred and sixty-six (365/366) days in a year).

5.4.1.6. By signing the Application for Banking Services, the Client confirms that it fully understands the procedure for accruing and paying interest on the Funds Balance in the Current Account, as well as the procedure for changing the Interest Rate applied to the Funds Balance in the Current Account and determining the Value Date, as described in this Clause 5.4 hereof, and that it unconditionally agrees thereto.

5.4.1.7. Any Application on the Terms and Conditions for Accrual of Interest on the Funds Balance in a Current Account at a Tiered Interest Rate, Application on the Terms and Conditions for Accrual of Interest on the Funds Balance in a Current Account at a Floating Interest Rate or Application on the Terms and Conditions for Accrual of Interest on the Funds Balance in a Current Account at a Fixed Interest Rate (each hereinafter referred to as an "**Application on the Terms and Conditions for Interest Accrual**") entered into between the Bank and the Client pursuant to this Agreement, under which the Parties agreed the terms and conditions on which the Client receives and the Bank provides the Banking Service, shall remain in force (subject to any amendments and supplements to the relevant Application on the Terms and Conditions for Interest Accrual made in accordance herewith) until the Client receives from the Bank an Interest Accrual Notice in respect of the Current Account specified in the relevant Application on the Terms and Conditions for Interest Accrual, or until the date on which the Bank discontinues provision of the Banking Service to the Client pursuant to Clause 5.4.5.2 hereof, or until the date on which the Client discontinues the Banking Service pursuant to Clause 5.4.5.3 hereof.

5.4.2. PROCEDURE FOR THE BANK TO SEND AN INTEREST ACCRUAL NOTICE AND FOR THE CLIENT TO APPROVE IT

5.4.2.1. The Bank may, at its sole discretion (unilaterally), decide to provide the Banking Service to the Client, of which the Bank shall notify the Client by sending the Client an Interest Accrual Notice in paper or electronic form (via the Client - Bank System), signed by the Bank's authorized persons.

If the Bank sends an Interest Accrual Notice in paper form, the Client shall be deemed to have been notified (advised) that the Bank has commenced providing the Banking Service to the Client on the terms and conditions set out herein

and in the relevant Interest Accrual Notice on the date on which the Bank sends the relevant Interest Accrual Notice to the Client's address.

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

- (i) using Qualified ESs or Enhanced ESs of the Bank's authorized persons; or
- (ii) using facsimile reproductions of the handwritten signatures of the Bank's authorized persons and the Bank's seal, made by electronic copying, samples of which are set out in Appendix 7 hereto. In this case, any Interest Accrual Notice signed by the Bank using facsimile reproductions of the handwritten signatures of the Bank's authorized persons and the Bank's seal, made by electronic copying, samples of which are set out in Appendix 7 hereto, shall be deemed to have been executed in writing pursuant to Article 207 of the Civil Code of Ukraine. The Parties' execution of the Application for Banking Services shall constitute their written agreement to the use of facsimile reproductions of the handwritten signatures of the Bank's authorized persons and the Bank's seal, made by electronic copying, samples of which are set out in Appendix 7 hereto, when an Interest Accrual Notice is signed on behalf of the Bank.

An Interest Accrual Notice shall specify:

- the date of the Interest Accrual Notice;
- a reference to this Agreement;
- the Client's full name and USREOU code;
- the number and currency of the Current Account in which the Funds Balance subject to interest hereunder is held;
- the type of Interest Rate used to accrue interest on the Funds Balance in the Current Account (Floating Interest Rate, Tiered Interest Rate or Fixed Interest Rate);
- the category of Interest Rate used to accrue interest on the Funds Balance in the Current Account (Individual Interest Rate);
- the Interest Rate;
- the date from which interest is accrued on the Funds Balance on the terms and conditions specified in the relevant Interest Accrual Notice;
- TERM (VALIDITY PERIOD) OF THE INTEREST RATE

All other terms and conditions for the accrual of interest on the Funds Balance in the Current Account that are not set out in the relevant Interest Accrual Notice shall be governed by this Agreement.

Each Interest Accrual Notice shall be deemed accepted by the Client unless, within one (1) Banking Day from the date on which the Bank sends the relevant Interest Accrual Notice, the Bank receives from the Client, in paper or electronic form (via the Client-Bank System), an Application to Discontinue Accrual of Interest on the Funds Balance signed by an authorized person of the Client.

5.4.3. PROCEDURE FOR PAYMENT OF INTEREST ACCRUED ON THE FUNDS BALANCE.

5.4.3.1. Interest accrued pursuant to Clause 5.4.1.5 hereof shall be paid by the Bank monthly, on the last calendar day of the month when the Operating Day is closed in the Core Banking System, and shall be calculated for the actual period during which the funds were recorded in the relevant Current Account in the relevant month.

5.4.3.2. The Client may submit to the Bank an application for early payment of interest accrued on the Funds Balance in the Current Account for the relevant month. An application for early payment of interest accrued on the Funds Balance in the Current Account (hereinafter, the **"Early Interest Payment Application"**) shall be prepared in free form and submitted to the Bank during Operating Hours:

- either in paper form. In this case, the Early Interest Payment Application shall be signed by the Client's authorized persons and bear the Client's seal (if any);
- or in electronic form by sending it via the Client-Bank System. In this case, the Early Interest Payment Application shall bear the Client's Enhanced ES or Qualified ES.

The Bank shall transfer the amount of interest accrued on the Funds Balance to the Client's Current Account during the Banking Day on which it receives an Early Interest Payment Application prepared in accordance with this Clause, provided that the Early Interest Payment Application is submitted to the Bank during Operating Hours. An Early Interest Payment Application submitted by the Client after the end of Operating Hours shall be processed by the Bank on the next Banking Day. In this case, the Parties agree that, where the Bank makes an early payment of interest pursuant to an Early Interest Payment Application submitted by the Client, the actual date on which the Bank pays such interest shall be disregarded for the purposes of calculating interest.

Disclaimer: The Client agrees and consents that the Bank shall not be required to verify, and shall therefore not be liable for, the validity of the authority of the person(s) signing an Early Interest Payment Application on behalf of the Client. By signing the Application for Banking Services, the Client confirms and approves any Early Interest Payment Application that bears an impression of the Client's seal (if any) and the signatures of the Client's authorized persons corresponding to the specimen seal impression and signatures of those persons in the signature specimen cards/List of Account Signatories held by the Bank, or bears the Client's Enhanced ES/Qualified ES verified by the Bank as genuine (authentic). The Client confirms that all Early Interest Payment Applications sent via the Client-Bank System and verified by the Bank as authentic shall have the same legal force as originals.

5.4.3.3. If the relevant Current Account is closed, interest on the Funds Balance in the currency of that Current Account for the relevant calendar month, taking into account the Value Date, shall be paid on the Banking Day preceding the date on which the relevant Current Account is closed and shall be accrued for the actual period from the Value Date on which the Bank commences accruing interest until the last Banking Day preceding the date on which interest is paid for the relevant calendar month. For the purposes of accruing interest, the date on which interest is paid and the date on which the relevant Current Account is closed shall be disregarded.

5.4.3.4. If provision/receipt of the Banking Service is discontinued and/or this Agreement is terminated/expires, interest on the Funds Balance in the currency of the Current Account for the relevant calendar month, taking into account the Value Date, shall be accrued for the actual period from the Value Date on which the Bank commences accruing interest until the last Banking Day on which the Banking Service is provided and/or the Agreement remains in force, and shall be paid pursuant to Clause 5.4.3.1 hereof or, if the Client submits an Early Interest Payment Application, pursuant to Clause 5.4.3.2 hereof.

5.4.4. PROCEDURE FOR CHANGING THE INTEREST RATE.

5.4.4.1. Procedure for changing the Standard Interest Rate.

5.4.4.1.1. The Bank may unilaterally change the Standard Interest Rate (including, without limitation, discontinue the accrual of interest on the Funds Balance), provided that the Bank gives the Client **at least seven (7) calendar days'** prior notice of such change, specifying the effective date of the new Standard Interest Rate. The Parties agree that the Bank shall be deemed to have duly notified the Client of a change in the Standard Interest Rate if it notifies the Client by publishing the relevant information on the Bank's Official Website.

5.4.4.1.2. If the Client does not agree to the new Standard Interest Rate changed pursuant to Clause 5.4.4.1.1 hereof, the Client shall submit to the Bank an Application to Discontinue Accrual of Interest on the Funds Balance before the effective date of the new Standard Interest Rate. In this case, the Bank shall discontinue provision of the Banking Service in respect of the relevant Current Account as of the effective date of the new Standard Interest Rate.

5.4.4.1.3. If the Bank receives from the Client an Application to Discontinue Accrual of Interest on the Funds Balance as provided for in Clause 5.4.4.1.2 hereof, interest on the Funds Balance in respect of the relevant Current Account, taking into account the Value Date, shall be accrued until (but excluding) the effective date of the new Standard Interest Rate. From the effective date of the new Standard Interest Rate, no interest shall be accrued on the Funds Balance in respect of the relevant Current Account, taking into account the Value Date, unless otherwise provided for in other agreements between the Bank and the Client. Interest accrued pursuant to this subclause shall be paid by the Bank in accordance with Clause 5.4.3 hereof.

5.4.4.1.4. If the Client fails to submit to the Bank an Application to Discontinue Accrual of Interest on the Funds Balance as provided for in Clause 5.4.4.1.2 hereof, the Client shall be deemed to have agreed to the new Standard Interest Rate (as changed pursuant to Clause 5.4.4.1.1 hereof), and interest on the Funds Balance in the Current Account shall be accrued and paid by the Bank at that new Standard Interest Rate from its effective date.

5.4.4.2. Procedure for changing the Individual Interest Rate.

5.4.4.2.1. The Bank may unilaterally change the Individual Interest Rate specified in the relevant Interest Accrual Notice (including, without limitation, discontinue the accrual of interest on the Funds Balance), of which the Bank shall notify the Client by sending the Client a **new** Interest Accrual **Notice** specifying the effective date of the new Individual Interest Rate (or the date from which interest will cease to accrue on the Funds Balance in the Current Account), the applicable rate (if interest is to be accrued) and the period for which it applies.

If the Individual Interest Rate is increased, the Bank may send the Client the relevant **Interest Accrual Notice** on the effective date of the new (increased) Individual Interest Rate or, at the Bank's discretion, before the effective date of the new (increased) Individual Interest Rate.

If the Individual Interest Rate is reduced (including, without limitation, where the accrual of interest on the Funds Balance is discontinued), the Bank shall send the Client the relevant Interest Accrual **Notice** **at least one (1) Banking Day** before the date on which the new (reduced) Individual Interest Rate applies or the date on which interest ceases to accrue on the Funds Balance. The Parties agree that the relevant **Interest Accrual Notice** shall be deemed duly delivered to the Client if sent by the Bank to the Client in paper or electronic form (via the Client-Bank System). If the Bank sends an Interest Accrual **Notice** in paper form, the Client shall be deemed to have been notified (advised) of the change in the Individual Interest Rate on the date on which the Bank sends the relevant Interest Accrual **Notice** to the Client's address. If the Bank sends an Interest Accrual **Notice** in electronic form (via the Client-Bank System), such Interest Accrual **Notice** may be signed:

- (i) using Qualified ESs or Enhanced ESs of the Bank's authorized persons; or
- (ii) using facsimile reproductions of the handwritten signatures of the Bank's authorized persons and the Bank's seal, made by electronic copying, samples of which are set out in Appendix 7 hereto. In this case, any Interest Accrual **Notice** signed by the Bank using facsimile reproductions of the handwritten signatures of the Bank's authorized persons and the Bank's seal, made by electronic copying, samples of which are set out in Appendix 7 hereto, shall be deemed to have been executed in writing pursuant to Article 207 of the Civil Code of Ukraine. The Parties' execution of the Application for Banking Services shall constitute their written agreement to the use of facsimile reproductions of the handwritten signatures of the Bank's authorized persons and the Bank's seal, made by electronic copying, samples of which are set out in Appendix 7 hereto, when an **Interest Accrual Notice** is signed on behalf of the Bank.

5.4.4.2.2. If the Client does not agree to the new Individual Interest Rate determined pursuant to Clause 5.4.4.2.1 hereof, the Client shall submit to the Bank an Application to Discontinue Accrual of Interest on the Funds Balance no later than the effective date of the new Individual Interest Rate specified in the relevant Interest Accrual Notice. In this case, the Bank shall discontinue provision of the Banking Service in respect of the relevant Current Account as of the effective date of the new Individual Interest Rate specified in the relevant notice of change in the Individual Interest Rate.

5.4.4.2.3. If the Bank receives from the Client an Application to Discontinue Accrual of Interest on the Funds Balance as provided for in Clause 5.4.4.2.2 hereof, interest on the Funds Balance in the relevant Current Account for the relevant calendar month, taking into account the Value Date, shall be accrued until (but excluding) the effective date of the new Individual Interest Rate. From the effective date of the new Individual Interest Rate, no interest shall be accrued on the Funds Balance in the relevant Current Account, taking into account the Value Date, unless otherwise provided for in other agreements between the Bank and the Client. Interest accrued pursuant to this subclause shall be paid by the Bank in accordance with Clause 5.4.3 hereof.

5.4.4.2.4. If the Client fails to submit to the Bank an Application to Discontinue Accrual of Interest on the Funds Balance as provided for in Clause 5.4.4.2.2 hereof, the Client shall be deemed to have agreed to the new Individual Interest Rate (as changed pursuant to Clause 5.4.4.2.1 hereof), and, from the effective date of the new Individual Interest Rate, interest on the Funds Balance in the Current Account shall be accrued and paid by the Bank at the new Individual Interest Rate specified in the relevant Interest Accrual Notice.

5.4.4.2.5. If neither Party notifies the other Party, in paper or electronic form (via the Client-Bank System or by other means of communication agreed by the Parties), of its intention to discontinue provision/receipt of the Banking Service at least one (1) Banking Day before expiry of the term (period) of the Individual Interest Rate specified in the relevant Interest Accrual Notice, the term (period) of that Individual Interest Rate shall be deemed extended for an indefinite period on the same terms and conditions. Such extension of the term (period) of the Individual Interest Rate specified in the relevant Interest Accrual Notice shall not require the Parties to enter into any separate applications, agreements or other documents.

For the avoidance of doubt, the Bank may change the Individual Interest Rate specified in any Interest Accrual Notice (including, without limitation, discontinue the accrual of interest on the Funds Balance) in accordance with Clauses 5.4.4.2.1–5.4.4.2.4 hereof.

5.4.4.3. By entering into the Application for Banking Services, the Parties agree to the procedure for changing the Interest Rate described in Clauses 5.4.4.1 and 5.4.4.2 hereof without entering into any separate applications, agreements and/or other documents.

The Parties hereby agree that the Bank may change the Interest Rate unilaterally as provided for in Clauses 5.4.4.1 and 5.4.4.2 hereof an unlimited number of times and at any frequency.

5.4.5. TERM (VALIDITY PERIOD) OF THE INTEREST RATE PROCEDURE FOR DISCONTINUING RECEIPT/PROVISION OF THE BANKING SERVICE.

5.4.5.1. The Interest Rate shall apply for an indefinite period unless otherwise specified in the relevant Interest Accrual Notice.

5.4.5.2. The Bank shall cease accruing interest on the Funds Balance in the Current Account and discontinue provision of the Banking Service before the scheduled expiry thereof:

- automatically upon closure of the Current Account in which the Funds Balance subject to interest is held; or
- automatically upon termination/expiry of the Agreement; or
- at any time at the Bank's initiative, provided that the Bank sends the Client a notice of discontinuation of the Banking Service at least seven (7) calendar days before the discontinuation date, specifying in that notice the date on which provision of the Banking Service and accrual of interest on the Funds Balance will be discontinued. The Bank shall send its notice of discontinuation of the Banking Service to the Client in paper or electronic form (via the Client-Bank System). If the Bank sends a notice of discontinuation of the Banking Service in paper form, the Client shall be deemed to have been notified (advised) of the Bank's discontinuation of the Banking Service on the date on which the Bank sends the relevant notice of discontinuation of the Banking Service to the Client's address. If the Bank sends a notice of discontinuation of the Banking Service in electronic form (via the Client-Bank System), such notice of discontinuation of the Banking Service may be signed:

- (i) using Qualified ESs or Enhanced ESs of the Bank's authorized persons; or
- (ii) using facsimile reproductions of the handwritten signatures of the Bank's authorized persons and the Bank's seal, made by electronic copying, samples of which are set out in Appendix 7 hereto. In this case, any notice of discontinuation of the Banking Service signed by the Bank using facsimile reproductions of the handwritten signatures of the Bank's authorized persons and the Bank's seal, made by electronic copying, samples of which are set out in Appendix 7 hereto, shall be deemed to have been executed in writing pursuant to Article 207 of the Civil Code of Ukraine. The Parties' execution of the Application for Banking Services shall constitute their written agreement to the use of facsimile reproductions of the handwritten signatures of the Bank's authorized persons and the Bank's seal, made by electronic copying, samples of which are set out in Appendix 7 hereto, when a notice of discontinuation of the Banking Service is signed on behalf of the Bank.

The Parties may agree on the further accrual of interest on the Funds Balance in the Current Account in accordance with the procedure set out herein. For the avoidance of doubt, a notice of discontinuation of the Banking Service issued by the Bank shall entail complete discontinuation of the Banking Service in respect of the Current Account(s) specified in that notice and shall not apply to changes in the Standard Interest Rate and/or Individual Interest Rate (including discontinuation of the accrual of interest on the Funds Balance) as provided for in Clause 5.4.4 hereof; or

– in any other cases provided for herein and/or by the applicable laws of Ukraine.

5.4.5.3. The Client may discontinue receipt of the Banking Service at any time by submitting to the Bank, in paper or electronic form (via the Client-Bank System), the relevant Application to Discontinue Accrual of Interest on the Funds Balance signed by the Client's authorized persons.

5.5. BANKING SERVICE "HOSTYNNYI OVERDRAFT".

All terms and definitions used in this Clause 5.5 hereof that are not defined herein shall have the meanings assigned to them in the Hostynnyi Overdraft Rules.

In this Clause 5.5 hereof, Banking Service means the Banking Service "Hostynnyi Overdraft".

5.5.1. On the basis and subject to the terms and conditions of the Application for Banking Services or the Application to Amend the Terms of Use of Banking Services entered into by the Parties, and in accordance with the procedure set out in the Hostynnyi Overdraft Rules, the Bank shall provide the Client with a bank loan in the form of an Overdraft in Ukrainian hryvnias, and the Client shall obtain the Overdraft and undertakes to repay the amount thereof used and pay interest, fees and other payments in respect of the Overdraft in accordance with the procedure, in the amounts and within the time limits specified in the Hostynnyi Overdraft Rules.

5.5.2. The Banking Service shall be provided up to the Banking Service Limit specified in the Hostynnyi Overdraft Rules. As at the date on which the Parties enter into the relevant Application for Banking Services or Application to Amend the Terms of Use of Banking Services, the Available Banking Service Limit shall be specified in that Application for Banking Services or Application to Amend the Terms of Use of Banking Services.

5.5.3. For use of the Banking Service, the Bank shall accrue interest calculated on the basis of the Standard Interest Rate, with the amount of and payment procedure for such interest specified in the Hostynnyi Overdraft Rules. As at the date on which the Parties enter into the relevant Application for Banking Services or Application to Amend the Terms of Use of Banking Services, the Standard Interest Rate shall be specified in that Application for Banking Services or Application to Amend the Terms of Use of Banking Services. The Client shall also pay the Bank a fee, the calculation procedure and payment deadlines for which are specified in the Bank Tariffs. The Current Account used for provision of the Banking Service shall be specified in the Application for Banking Services or the Application to Amend the Terms of Use of Banking Services.

5.5.4. By signing the Application for Banking Services and/or the Application to Amend the Terms of Use of Banking Services, the Client confirms that it has read and agrees to the Hostynnyi Overdraft Rules and undertakes to duly and strictly perform its obligations thereunder.

The Hostynnyi Overdraft Rules shall form an integral part hereof and shall not be subject to separate execution by the Parties.

6. ACCOUNT DEBIT.

6.1. By signing the Application for Banking Services, the Client gives the Bank its irrevocable consent to execute Account Debit payment transactions to pay:

(i) the Bank's fees payable by the Client for transactions effected and services provided hereunder, in the amounts specified in the Bank Tariffs;

(ii) the Debt Obligations under the Banking Service provided for in Clause 5.5 hereof;

(iii) the Unauthorized Overdraft;

(iv) penalties (late-payment penalties and fines) accrued for the Client's breach of its obligations hereunder and/or under any other agreements entered into between the Bank and the Client (including, without limitation, any loan agreements, banking service agreements, factoring agreements and suretyship agreements);

(v) other amounts provided for herein and payable by the Client;

(vi) the Bank's fees payable by the Client under the Payroll Project and Funds Distribution Agreement (as defined in Clause 5.2 hereof), the total amount of funds under the Consolidated Statement (as defined in Clause 5.2 hereof) for subsequent crediting of payments to the card accounts of holders under the Payroll Project and Funds Distribution Agreement (as defined in Clause 5.2 hereof), and other amounts payable by the Client under the Payroll Project and Funds Distribution Agreement (as defined in Clause 5.2 hereof);

(vii) the Bank's fees payable by the Client for transactions effected and services provided under any other agreements entered into between the Bank and the Client, in the amounts specified in those agreements;

(viii) the Client's indebtedness (whether not yet due and/or overdue) hereunder and/or under any other agreements entered into by the Client with the Bank (including, without limitation, any loan agreements, banking service agreements, factoring agreements and suretyship agreements), in the amount of such indebtedness.

The frequency and timing of debiting the Bank's fees payable by the Client for transactions effected and services provided hereunder and/or under any other agreements between the Bank and the Client (simultaneously with the transaction, monthly, quarterly, etc.) shall be determined by the Bank at its sole discretion.

The payee under the Account Debit payment transactions provided for in Clause 6.1 hereof shall be the Bank. Such Account Debit shall be effected on the basis of the Bank's Payment Instructions. For the purpose of determining the order in which Payment Instructions are received by the Bank during the Banking Day on which the Bank effects an

Account Debit, such Payment Instruction(s) issued by the Bank shall be deemed to have been received by the Bank as a matter of priority and shall therefore be executed by the Bank before any other Payment Instructions.

6.2. The Client shall at all times ensure that sufficient funds are available in the Client's Current Account for the Bank to effect the Account Debit provided for in Clause 6.1 hereof.

6.3. If the funds in the Client's Current Account are insufficient to pay in full the Bank's fees for services provided/transactions effected by the Bank hereunder, the Bank shall issue the Client with a relevant demand letter for payment for such services/transactions. The Client shall pay the required amount within the period specified in that demand letter. The Bank's issuance of the demand letter shall not prejudice its right to effect an Account Debit to pay the amounts provided for in Clause 6.1 hereof in accordance with the procedure set out in Clause 6.1 hereof.

If the Client fails to pay the Bank's fees for services provided/transactions effected by the Bank hereunder within the time limits specified in the Bank's demand letter issued to the Client pursuant to Clause 6.3 hereof, the Client shall pay the Bank a late-payment penalty at the rate of 0.1% of the overdue amount for each day of delay (if charged by the Bank).

6.4. By signing the Application for Banking Services, the Client gives the Bank its irrevocable consent to execute Account Debit payment transactions to pay (refund) the amount of any erroneous, improper or unauthorized payment transaction credited to the Client's Account and the penalty (late-payment penalty) accrued pursuant to Clause 5.1.4.5.5 hereof if the Client fails to refund the amount of such erroneous, improper or unauthorized payment transaction within three (3) business days from the date of receipt of the Bank's notice that the erroneous, improper or unauthorized payment transaction has been effected.

The payee under the Account Debit payment transactions provided for in Clause 6.4 hereof shall be the Bank. Such Account Debit shall be effected on the basis of the Bank's Payment Instructions.

6.5. If the Bank reimburses the Client for an erroneous, improper or unauthorized payment transaction in respect of which the Client is the improper payer, then, by signing the Application for Banking Services, the Client gives the Bank its irrevocable consent, once the improper payee refunds the amount of that payment transaction, to execute an Account Debit payment transaction for the amount refunded by the improper payee in respect of the relevant erroneous, improper or unauthorized payment transaction. The payee of funds under the Account Debit payment transactions provided for in Clause 6.5 hereof shall be the Bank. Such Account Debit shall be effected on the basis of Payment Instructions prepared by the Bank at any time after the amount of the erroneous, improper or unauthorized payment transaction refunded by the improper payee is credited to the Client's Account.

6.6. If the funds in the Client's Current Account opened in the currency of the Client's obligations to the Bank are insufficient for the Bank to execute Account Debit payment transactions in accordance with Clauses 6.1, 6.3, 6.4 and 6.5 hereof, the Bank may execute, and the Client, by signing the Application for Banking Services, consents to the Bank executing, Account Debit payment transactions in a currency other than the currency of the Client's obligations to the Bank. The Client also hereby instructs and authorizes the Bank, and grants the Bank all necessary powers, to purchase/sell/exchange currency on the Ukrainian interbank foreign exchange market, acting in the name and for the account of the Client or, where necessary, in the Bank's own name but for the account of the Client, at an exchange rate determined by the Bank at its sole discretion (provided that such rate may not be more/less than the NBU official exchange rate of the hryvnia against the relevant foreign currency(ies), plus/minus 5%, in the currency of the Client's obligations to the Bank, applicable on the date of the relevant Account Debit payment transaction), without the Client being required to submit any applications, letters, notices or other documents (hereinafter, "**Conversion**"). Where necessary, the Bank, acting in the name and for the account of the Client or in its own name but for the account of the Client, shall pay all fees, taxes and other costs applicable to the Conversion, including a levy to the Pension Fund of Ukraine, in the amount prescribed by the applicable laws of Ukraine.

The payee under the Account Debit payment transactions provided for in Clause 6.6 hereof shall be the Bank. Such Account Debit shall be effected on the basis of the Bank's Payment Instructions.

If the Bank executes Account Debit payment transactions in a currency other than the currency of the Client's obligations to the Bank, the Client shall pay the Bank a fee for the purchase/sale/exchange of foreign currency in the amount specified in the Bank Tariffs.

6.7. The Client may instruct and authorize the Bank to execute other Account Debit payment transactions to ensure the efficient and uninterrupted conduct of the Client's business, as the Parties may agree in the relevant Application for Banking Services, Application to Amend the Terms of Use of Banking Services or a separate agreement between the Bank and the Client, or as the Client may separately instruct and authorize the Bank in writing.

6.8. The Client's consent to the execution of Account Debit payment transactions provided for in Clauses 6.1, 6.3, 6.4, 6.5 or 6.6 hereof may not be revoked by the Client.

6.9. By signing the Application for Banking Services, the Client confirms that it understands and agrees to the procedure for effecting Account Debit transactions provided for in Clauses 6.1, 6.3, 6.4, 6.5, 6.6 and 6.8 hereof.

If any Applications and/or other documents related hereto and/or any other agreements between the Bank and the Client contain an instruction from the Client to the Bank to effect a contractual debit of funds from the Client's Account, that

instruction shall also constitute the Client's consent to the Bank effecting an Account Debit on the terms and conditions set out in the relevant Applications and/or other documents related hereto and/or the relevant other agreements between the Bank and the Client.

7. CONFIDENTIALITY. BANK SECRECY.

7.1. The Bank shall safeguard data (information) concerning the Client that is classified as bank secrecy and/or financial service secrecy under Applicable Law. The Bank shall be liable for unlawful disclosure or use of data (information) constituting bank secrecy and/or financial service secrecy to the extent and in accordance with the procedure prescribed by Applicable Law. The Bank may disclose information constituting bank secrecy and/or financial service secrecy in the cases and in accordance with the procedure prescribed by Applicable Law and this Agreement.

7.2. By signing the Application for Banking Services/Cash Transaction Document, the Client authorizes the Bank to transfer information concerning the Client that constitutes bank secrecy and/or financial service secrecy to enterprises, institutions, organizations, public authorities, state registrars and third parties that are entitled to receive such information under Applicable Law or that have contractual relations with the Bank and/or have entered into a confidentiality agreement with the Bank, including, without limitation, rating agencies and audit firms that will audit/rate the Bank, and any individuals and legal entities for the purpose of exercising the Bank's rights as a creditor or where necessary to protect the Bank's rights and interests, including persons providing the Bank with debt recovery services hereunder and/or services involving other actions related to the exercise of the Bank's rights hereunder, and other persons for the purpose of complying with Applicable Law, this Agreement and/or other agreements entered into between the Client and the Bank.

7.3. The Bank is a member of OTP Group, which comprises OTP Bank (Hungary), its domestic and foreign branches and their subsidiaries (OTP Group). OTP Group companies continuously exchange information through a common information system designed to minimize the risk exposure of the group as a whole.

The Client authorizes the transfer, for confidential use within OTP Group, of information concerning the Client and/or any of its subsidiaries (including, without limitation, confidential information and data constituting bank secrecy and/or financial service secrecy).

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

This authorization shall extend to the Bank and other members of OTP Group in and outside Hungary that are organized and operate as a single bank.

7.4. The Client authorizes the Bank to disclose confidential information concerning the Client (information constituting bank secrecy and/or financial service secrecy) to the audit firm(s) specified by the Client in the relevant electronic message sent to the Bank via the Client-Bank System.

7.5. For the purpose of complying with Applicable Law and enabling the Bank to take adequate measures to prevent and counter the legalization (laundering) of proceeds of crime, terrorist financing and proliferation financing in relation to weapons of mass destruction, the Client authorizes the Bank to collect, store, use, transfer and disclose confidential information concerning the Client (information constituting bank secrecy and/or financial service secrecy) in response to requests from banks and correspondent banks, including, without limitation: information on the source of funds and account statements; information required to identify the bank's clients that are individuals and legal entities (including information on governing bodies and their composition, identification details of persons authorized to operate accounts and dispose of assets, and information on controllers of a legal entity); information required by another bank to ascertain the substance and purpose of a financial transaction(s) conducted by its client or to verify information provided by that client; and other requested information required by the bank to prevent high-risk activities.

7.6. By signing the Application for Banking Services/Cash Transaction Document, the Client authorizes the Bank to provide other payment service providers with information constituting bank secrecy and/or financial service secrecy, trade secrets, payment service provider secrecy and financial monitoring secrecy.

7.7. By signing the Application for Banking Services/Cash Transaction Document, the Client authorizes the Bank to disclose to Open Banking Service Providers, when granting them Account Access to the Client's Account as part of Open Banking (the terms being used as defined in Clause 5.2.7 hereof), information constituting bank secrecy and/or financial service secrecy, trade secrets, payment service provider secrecy and financial monitoring secrecy.

8. PERSONAL DATA PROTECTION

8.1. I, the Personal Data Owner*, have been informed of the purpose for which the Bank processes my Personal Data (any information concerning an individual, including, without limitation, their surname, first name and patronymic; information contained in their passport (or other identity document); taxpayer registration number; citizenship; place of residence or stay; place of employment; position; contact telephone/fax numbers; email address; etc.; hereinafter, "**Personal Data**"), namely: the conduct by the Bank of its financial and business activities and the offering and/or provision of a full range of services by the Bank and/or Third Parties (persons with whom the Bank has contractual relations and/or Open Banking Service Providers when the Bank provides Account Access to the Client as part of Open

Banking (the terms being used as defined in Clause 5.2.7 hereof) and/or members of OTP Group; hereinafter, “**Third Parties**”), including by contacting the Personal Data Owner directly using means of communication.

By signing the Application/Cash Transaction Document, the Personal Data Owner gives the Bank their unequivocal consent to the Bank transferring (disseminating), including across borders, Personal Data to Third Parties, amending or destroying Personal Data, or restricting access thereto in accordance with the Law of Ukraine On Personal Data Protection (hereinafter, the “**Law**”), without the need to provide the Personal Data Owner with written notice of such actions.

By signing the Application/Cash Transaction Document, the Personal Data Owner confirms that, when collecting the Personal Data, the Bank informed them of the composition and content of the Personal Data collected, the rights provided for by the Law, and the purpose for which their Personal Data was collected.

*Personal Data Owner means the Client/an authorized person of the Client signing the Application/Cash Transaction Document on behalf of the Client.

9. NOTICES.

9.1. Notices issued by the Bank that concern the Bank’s clients and contain no data constituting bank secrecy and/or financial service secrecy or confidential information of the Client may be given by the Bank by displaying such notice in areas at the Bank’s offices that are accessible to clients and/or publishing it on the Bank’s Official Website. The Client shall independently review the Bank’s notices displayed in areas at the Bank’s offices that are accessible to clients and/or published on the Bank’s Official Website.

9.2. The Bank shall notify Clients of amendments and/or supplements hereto and/or changes to the Bank Tariffs in accordance with the procedure set out herein.

9.3. In the cases provided for herein, documentation/notices/information may be exchanged between the Parties via the Client-Bank System and/or by electronic/other technical means of communication and/or by displaying the relevant information in areas at the Bank’s offices that are accessible to clients and/or publishing the relevant information on the Bank’s Official Website.

9.4. Notices not provided for in Clauses 9.1, 9.2 and 9.3 hereof that one Party sends to the other (hereinafter, “**Notices**”) shall be given in paper form and shall be deemed duly sent if sent by post (by registered letter, declared-value letter with an inventory of enclosures, or any other letter the delivery of which can be documented), delivered personally by one Party to the other Party, or delivered by courier to the Parties’ addresses specified in the Application, unless otherwise provided herein.

A Notice from one Party shall be deemed received by the other Party on the earliest of the following dates:

- the date stated in a receipt or other document bearing a mark of the postal operator or courier service and received by the sender of the Notice as evidence of delivery of the Notice;
- the date on which the Notice is returned to its sender due to: (i) the absence of the Party to whom the Notice was sent at the address specified in the Application; (ii) refusal to accept the Notice; or (iii) expiry of the period for which the Notice is held by the postal operator;
- the date specified by an authorized person of the recipient on a copy of the Notice or another document if the Notice is delivered personally.

Notices delivered by telegraph, teletype, telefax or fax shall, unless otherwise agreed by the Parties, be preliminary in nature and shall subsequently be sent in accordance with this Clause.

10. FORCE MAJEURE CIRCUMSTANCES (FORCE MAJEURE).

10.1. The Parties shall be released from liability for any partial or complete failure to perform their obligations hereunder and for any losses incurred in connection therewith if such failure results from force majeure circumstances beyond the control of the non-performing Party which the Parties could not have foreseen when entering into the Agreement or prevented.

10.2. Force majeure circumstances include, without limitation, natural disasters, extreme weather conditions, fires, wars (whether declared or undeclared), strikes, hostilities, civil disorder and failure of the NBU Electronic Payment System.

Acts of public authorities adopted specifically in respect of either Party shall not constitute force majeure circumstances.

10.3. A Party that fails to perform its obligations hereunder as a result of force majeure circumstances shall immediately notify the other Party, using any available means of communication, of the occurrence of those circumstances, their expected duration and the extent to which they affect the performance of obligations hereunder, and shall subsequently provide official confirmation of the occurrence and duration of the force majeure circumstances issued by an authorized body/organization. The obligation to provide official confirmation shall not apply to matters of public knowledge (in respect of which there are media reports or official documents issued by public authorities).

10.4. Once the force majeure circumstances cease to exist, the Parties shall resume performance of their obligations hereunder unless otherwise agreed in writing. The time limits for performance of obligations hereunder shall be extended by the duration of the force majeure circumstances.

11. CREDIT HISTORY BUREAUS.

11.1. By signing the Application, the Client consents to the Bank collecting, storing, using and transferring information concerning the Client to credit history bureaus and to the dissemination, through credit history bureaus (hereinafter, the **"Credit History Bureaus"**), of information concerning the Client.

11.2. Information on the list, names and addresses of the Credit History Bureaus is published on the Bank's Official Website.

By signing the Application, the Client confirms that it has been duly informed of the names and addresses of the Credit History Bureaus.

12. GOVERNING LAW AND DISPUTE RESOLUTION.

12.1. This Agreement shall be governed by and construed in accordance with the laws of Ukraine.

12.2. Any disputes, controversies, disagreements, demands or claims arising under the Agreement shall be resolved through negotiations and, if no agreement is reached, by the courts in accordance with Applicable Law, unless otherwise provided for in Clause 12.3 of this Agreement.

12.3. All disputes relating to the entering into, amendment, termination, rescission, interpretation, recognition as invalid or void, performance or breach of this Agreement, or liability for its breach, that concern the Banking Service provided for in Clause 5.5 hereof (the Banking Service "Hostynnyi Overdraft") shall be referred for resolution to the Permanent Arbitration Court at the Independent Association of Banks of Ukraine (hereinafter, the "Arbitration Court") in accordance with the Rules of the Arbitration Court, which form an integral part of this arbitration agreement. The provisions of the Agreement containing information on the names and registered addresses of the parties shall form an integral part of this arbitration agreement. The place and date on which the arbitration agreement is entered into shall be the same as the place and date on which the Agreement is entered into.

13. FATCA / CRS.

13.1. For the purpose of complying with the U.S. Foreign Account Tax Compliance Act (hereinafter, "FATCA") and/or the Common Standard on Reporting and Due Diligence for Financial Account Information, including the Commentaries thereto (CRS), approved by the Council of the Organisation for Economic Co-operation and Development on 15 July 2014 (as amended and supplemented) (hereinafter, "CRS"), and the Tax Code of Ukraine, the Client or an Authorized Person of the Client* consents to the Bank collecting and disclosing information concerning the Client that constitutes bank secrecy and/or financial service secrecy and/or confidential information, as well as the Client's personal data (including data on beneficial owners), to the U.S. Internal Revenue Service (hereinafter, the "IRS") and/or other authorized bodies, foreign withholding agents required to withhold taxes and levies under FATCA, and/or persons participating in transfers of funds to the Client's accounts (such as correspondent banks) in the cases provided for by FATCA, and to competent authorities as part of the automatic exchange of financial account information in the cases provided for by CRS.

13.2. The Bank shall take all measures required to comply with FATCA/CRS. The Client agrees that the Bank may request, and the Client or an Authorized Person of the Client shall provide, accurate information, including information required to identify the Client and information concerning the tax status/residence of the Client and the tax status/residence of its beneficial owners/controlling persons, in accordance with Applicable Law, the Bank's internal documents (including OTP Group requirements) and FATCA/CRS requirements.

13.3. The Client shall notify the Bank as soon as possible, but no later than fifteen (15) calendar days from the date of the relevant change, of any change in its tax status, including where the Client and/or its beneficial owners acquire U.S. tax resident status, and shall provide the Bank with the relevant supporting documents certified by the Client or an Authorized Person of the Client.

13.4. The Client or an Authorized Person of the Client shall notify the Bank, within thirty (30) calendar days, of any change in circumstances that affects the Client's tax residence status or renders information submitted to the Bank inaccurate or incomplete (including any change in information concerning controlling persons), and shall provide the Bank with a duly completed new self-certification document within thirty calendar days after the relevant change occurs.

13.5. If the Client or an Authorized Person of the Client fails to provide information or provides inaccurate information, the Bank may temporarily suspend transactions and/or refuse to provide the Client with any services hereunder due to the possibility that such transactions may be associated with the legalization (laundering) of proceeds of crime, terrorist financing or proliferation financing in relation to weapons of mass destruction.

13.6. For the purpose of complying with CRS requirements, the Bank may refuse to establish a business relationship, refuse to provide financial services or refuse to continue providing services, including by terminating its contractual relationship with the Client that is an account holder, if: the Client that is an account holder fails to provide a self-certification document regarding its own tax residence status and/or that of its controlling persons; fails to provide other information and/or documents required by the Bank to conduct appropriate due diligence on accounts; or fails to notify the Bank of a change in the tax residence status of the Client that is an account holder.

If the contractual relationship with the Client that is an account holder is terminated on any of the above grounds, the Bank shall return the balance of funds to that Client and shall not be liable for any losses caused to that Client in connection with termination of the contractual relationship. The business relationship shall be terminated and the funds returned in accordance with the Tax Code of Ukraine and the laws and regulations of Ukraine.

13.7. The Bank may refuse to execute the Client's payments in favor of payees that do not comply with FATCA requirements.

13.8. If any funds received by the Client are subject to taxation or withholding under FATCA, the Client or an Authorized Person of the Client instructs and gives the Bank its irrevocable consent to execute Account Debit payment transactions, to the extent required to comply with FATCA, from any account of the Client opened with the Bank (including accounts of its structural units). The Bank shall be the payee of funds under such Account Debit payment transactions and shall apply those funds for the intended purpose of the Account Debit. Such Account Debit shall be effected on the basis of Payment Instructions prepared by the Bank.

13.9. The Bank shall not be liable to the Client or its counterparties for any withholdings, sanctions, restrictions or other adverse consequences affecting the Client's funds and accounts or transactions thereon if such consequences relate to compliance with FATCA requirements by the IRS, correspondent banks or other persons participating in transfers, or for any related losses, expenses, non-pecuniary damage and/or loss of income.

*For the purposes of this Section of the Agreement, an Authorized Person of the Client means any individual who lawfully acts in the name and on the instructions of the Client pursuant to a duly certified power of attorney.

14. PROCEDURE FOR CHANGING THE CLIENT'S ACCOUNTS.

14.1. If the Client's Accounts are changed at the Bank's initiative on the grounds prescribed by Applicable Law, the Bank shall notify the Client of the change to the relevant Account by displaying notices on information boards in areas at the Bank's offices that are accessible to clients and/or publishing them on the Bank's Official Website and/or sending the relevant notice via the Client-Bank System. If necessary, the Client may contact the Bank (including the Contact Centre) for more detailed information on changes to the Client's Accounts.

15. PROCEDURE FOR CLOSING THE CLIENT'S ACCOUNTS, REFUSING TO RECEIVE/PROVIDE BANKING SERVICES AND TERMINATING THE AGREEMENT.

15.1. PROCEDURE FOR CLOSING THE CLIENT'S ACCOUNTS.

15.1.1. The Client's Accounts shall be closed:

- (i) at the Client's request submitted pursuant to Clause 15.1.2 hereof;
- (ii) at the Bank's initiative in the cases provided for in Clause 15.1.3 hereof;
- (iii) on the basis of a document issued by a state registrar, in accordance with the procedure prescribed by Applicable Law, confirming state registration of the termination of the Client that is a legal entity, or on the basis of information on state registration of the termination of the Client that is a legal entity obtained by the Bank, by way of free access through the electronic services portal, from the Unified State Register of Legal Entities, Individual Entrepreneurs and Public Organizations;
- (iv) on any other grounds provided for herein and/or by Applicable Law;
- (v) if the Client engages in high-risk activities, including, without limitation, transactions that, in the Bank's opinion, result or may result in a breach of sanctions laws and/or International Sanctions;
- (vi) if the Client engages in high-risk activities, including, without limitation, by cooperating with and/or having within its structure and/or otherwise being affiliated with a person, where cooperation and/or any association with that person, in the Bank's opinion, results or may result in a breach of sanctions laws and/or International Sanctions.

15.1.2. The Client may close any or all Accounts by submitting an Account closure application to the Bank, provided that the Client has no outstanding obligations to the Bank, irrespective of their due date.

The Client may send an Account closure application to the Bank electronically via the Client-Bank System or the Vchasno Service. An Account closure application sent via the Client-Bank System shall bear the Client's Enhanced ES (as defined in Clause 5.2 hereof) or the Client's Qualified ES (as defined in Clause 5.1 hereof), while an Account closure application sent via the Vchasno Service shall bear the Client's Qualified ES (as defined in Clause 5.1 hereof).

15.1.3. The Bank may close the Client's Account in any of the following cases:

- (i) no transactions have been effected through the Client's Account for one (1) year or more (excluding transactions involving payment of the Bank's fees for services provided hereunder, discharge of any obligations to the Bank and accrual of interest on the balance of funds in the Current Account, if any) and there is no balance of funds in the Client's Account.

Disclaimer: The Client and the Bank agree that the provisions set out in paragraph (i) of Clause 15.1.3 hereof constitute an Account closure application submitted subject to a suspensive condition (pursuant to Article 212 of the Civil Code of Ukraine). The date on which such Account closure application is submitted shall be the date on which the balance of funds in the Client's Account becomes zero. The Bank shall close the Client's Account within the time limits determined by the Bank at its sole discretion. The Parties agree that closure of the Client's Account pursuant to paragraph (i) of Clause 15.1.3 hereof shall not require the Bank to notify the Client that such Account has been closed.

(ii) no transactions have been effected through the Client's Current Account for three (3) consecutive years (excluding transactions involving payment of the Bank's fees for services provided hereunder and accrual of interest on the balance of funds in the Client's Current Account, if any) and there are funds in the Client's Current Account.

If the Client's Current Account is closed in accordance with this Clause, the Bank shall send a notice of its intention to close the Current Account to the Client's last known address. Within thirty (30) calendar days from the date on which the Bank sends such notice, the Client shall submit Payment Instructions to the Bank for the purpose of transferring the balance of funds to another bank account of the Client. If the Bank does not receive such Payment Instructions by the end of the above thirty-day period from the date on which the Bank sends the notice of its intention to close the Client's Current Account, the Bank shall close the Client's Current Account, and the balance of funds in that Current Account shall be debited in favor of the Bank by the Bank effecting an Account Debit for the amount of that balance. The Client hereby gives the Bank its irrevocable consent to execute any and all Account Debit payment transactions in respect of the balance of funds in the Client's Current Account. The Bank shall be the payee of funds under such Account Debit payment transactions.

(iii) no debit transactions initiated by the Client through the submission of the relevant Payment Instructions to the Bank (as defined in Clause 5.1 hereof) being effected through the Client's Account for six (6) months, and there being no balance of funds in that Account as at the date on which the Bank sends the Client the relevant notice of its intention to close the Account.

Disclaimer: The Client and the Bank agree that the provisions set out in paragraph (iii) of Clause 15.1.3 hereof constitute an Account closure application submitted subject to a suspensive condition (pursuant to Article 212 of the Civil Code of Ukraine). The date on which such Account closure application is submitted shall be the date on which the balance of funds in the Client's Account becomes zero. The Bank shall close the Client's Account within the time limits determined by the Bank at its sole discretion. The Parties agree that closure of the Client's Account pursuant to paragraph (iii) of Clause 15.1.3 hereof shall not require the Bank to notify the Client that such Account has been closed.

(iv) the Client failing, at the Bank's request, to provide documents or information required for the Bank to perform its functions as a financial monitoring entity and/or required by the Bank's internal documents; and/or the Client being assigned an unacceptably high risk rating or failing to provide documents or information required to conduct customer due diligence; and/or the Client or its representative submitting inaccurate information to the Bank or submitting information with the intention of misleading the Bank as a primary financial monitoring entity; and/or it being impossible to identify and/or verify the Client or establish data enabling the ultimate beneficial owners to be identified, or the Bank, as a primary financial monitoring entity, having doubts as to whether a person is acting in their own name; and/or it being discovered, in accordance with the procedure prescribed by Applicable Law, that a bank or other financial institution with which correspondent relations have been established is a shell bank and/or maintains correspondent relations with a shell bank; and/or it being impossible to identify the person in whose name or interests a financial transaction is conducted and establish that person's ultimate beneficial owner or beneficiary under the financial transaction; and/or the Bank suspecting, at its sole discretion, that the Client's transactions and/or activities generally and/or the activities of the Client's representatives display signs of activities involving the legalization (laundering) of proceeds of crime and/or terrorist financing and/or proliferation financing in relation to weapons of mass destruction and/or otherwise violate Applicable Law on preventing and countering the legalization (laundering) of proceeds of crime, combating terrorist financing and proliferation financing in relation to weapons of mass destruction.

Where an Account is to be closed in accordance with this Clause, the Bank shall send a notice of refusal to provide services, requiring the Account to be closed, to the Client's last known address. Within five (5) Banking Days from the date on which the Bank sends such notice, the Client shall submit an Account closure application to the Bank and discharge the Debt Obligations in full (if any).

If the Bank does not receive an Account closure application by the end of the above five-day period, it shall close the Client's Account at its own initiative and, if that Account has a balance of funds, transfer the balance of funds from the Client's Account being closed by the Bank to Account No. 2903, "Funds of Bank Clients in Dormant Accounts". The Client shall remain obliged to discharge its Debt Obligations to the Bank.

(v) the Bank discovering that the Client's transactions and/or activities generally and/or the activities of the Client's representatives display signs of activities known to involve human rights violations and/or environmental harm, i.e., activities falling within the Environmental and Social Exclusion List; and/or the Client or its representative failing to provide information to the Bank, providing inaccurate and/or false information, or providing information with the intention of misleading the Bank in relation to the Client's conduct of any activity specified in the Environmental and Social Exclusion List.

(vi) any other grounds provided for herein and/or by Applicable Law.

15.1.4. If the Client's Account is closed pursuant to Clause 15.1.1(iii) hereof and that Account has a balance of funds, the Bank shall transfer the balance of funds from the Client's Account to Account No. 2903, "Funds of Bank Clients in Dormant Accounts".

For the founders/participants/shareholders/owners of the Client to receive the balance of funds transferred from the Client's Account closed pursuant to Clause 15.1.1(iii) hereof to Account No. 2903, "Funds of Bank Clients in Dormant Accounts", a relevant written request (hereinafter, "**Request 1**") signed by a person authorized by the founders/participants/shareholders/owners of the Client legal entity that has ceased to exist shall be submitted to the Bank, specifying the amount to be transferred to each founder/participant/shareholder/owner of the Client legal entity that has ceased to exist and the payment details for the transfer of funds. If the Client legal entity that has ceased to exist has one founder/participant/shareholder/owner, Request 1 shall be signed by that person or a person authorized by them.

15.1.5. The Client's Current Account opened hereunder for the purpose of forming its charter capital shall be closed:

- if state registration of the Client that is a legal entity is refused;

- pursuant to a resolution of the founders/participants/shareholders not to establish the Client that is a legal entity.

A Current Account opened for the purpose of forming charter capital shall be closed on the basis of a written request (hereinafter, "**Request 2**") signed by a person authorized by the founders/participants/shareholders/owners of the Client that is a legal entity in the process of incorporation to close the Current Account, specifying the grounds for closing the Current Account, the amount to be transferred to each founder/participant/shareholder/owner of that Client, and the payment details for the transfer of funds. If the Client that is a legal entity in the process of incorporation has one founder/participant/shareholder/owner, Request 2, specifying the grounds for closing the Current Account and the payment details for the transfer of funds, shall be signed by that person or a person authorized by them.

If a Current Account opened for the purpose of forming charter capital is closed pursuant to a resolution of the founders/participants/shareholders/owners not to establish the Client that is a legal entity, the relevant resolution of the founders/participants/shareholders/owners not to establish the Client that is a legal entity shall also be submitted.

15.1.6. If the Client ceases to exist as a result of a merger/accession/division/transformation, the Client's Accounts opened before such merger/accession/division/transformation shall be closed by the Bank on the basis of the relevant Account closure application(s) submitted by the Client (or its legal successor). If the Client intends to continue using the Banking Services hereunder, before the Account(s) opened prior to such merger/accession/division/transformation are closed, the Client (its legal successor) shall open a new Account(s), and the Parties shall enter into the relevant Application to Amend the Terms of Use of Banking Services in accordance with the procedure set out herein.

15.2. PROCEDURE FOR REFUSING TO RECEIVE/PROVIDE BANKING SERVICES.

15.2.1. The Client may discontinue any Banking Service by:

- (i) submitting to the Bank the relevant Application to Amend the Terms of Use of Banking Services, in order to discontinue receipt of the Banking Services provided for in Clause 5.2 and/or Clause 5.5 hereof in respect of the relevant Account;

- (ii) submitting to the Bank the relevant Application to Discontinue the "Recurring Payments" Banking Service, in order to discontinue receipt of the Banking Service provided for in Clause 5.3 hereof in respect of the relevant Current Account;

- (iii) submitting to the Bank the relevant Application to Discontinue Accrual of Interest on the Funds Balance, in order to discontinue receipt of the Banking Service provided for in Clause 5.4 hereof in respect of the relevant Current Account;

- (iv) submitting an Account closure application, in order to discontinue all Banking Services provided in respect of that Account.

The Client may discontinue the Banking Service provided for in Clause 5.5 hereof only after discharging in full all Debt Obligations under that Banking Service (including, without limitation, repaying the Overdraft; paying interest, fees, commissions, late payment penalties and fines; and compensating (reimbursing) expenses (losses) incurred (sustained) by the Bank in connection with the Agreement and the Client's failure to perform and/or improper performance of its provisions).

Before discontinuing receipt of a particular Banking Service (as applicable), the Client shall discharge the Debt Obligations hereunder or any indebtedness to the Bank that may have arisen in connection with provision of the Banking Service being discontinued by the Client.

15.2.2. The Bank may close the Client's Account and discontinue all Banking Services provided in respect of that Account in the cases and in accordance with the procedure set out in Clause 15.1.3 hereof.

The Bank may unilaterally discontinue provision of the Banking Service provided for in Clause 5.2 hereof on the thirtieth (30th) calendar day from the date on which the relevant notice is sent to the Client (in paper or electronic form (via the Client-Bank System)) in the following cases:

- the Client has failed to pay the Bank for connection to the Client-Bank System in the amount specified in the Bank Tariffs;

- the Client has failed to pay for the Bank's services provided via the Client-Bank System in the amount specified in the Bank Tariffs;

- the Client has systematically (more than three (3) times) breached the User Manual (as defined in Clause 5.2 hereof);

- the Client has refused to replace the Secret Keys (as defined in Clause 5.2 hereof) following a change in the persons authorized to operate the Account (for Clients that are legal entities) and/or a change in the Client's authorized persons vested with signatory authority (for Clients that are individual entrepreneurs);

- the Client has duplicated a Secret Key (as defined in Clause 5.2 hereof) and/or transferred it to any third party.

The Bank may, at any time and for any reason, unilaterally discontinue provision of the Banking Service provided for in Clause 5.3 hereof (including, without limitation, before expiry of the term (period) for which the relevant Banking Service is provided), provided that it sends the Client a notice (in paper or electronic form (via the Client-Bank System)) of discontinuation of that Banking Service at least seven (7) calendar days before the date on which provision of the relevant Banking Service is discontinued, specifying that date in the notice, unless otherwise provided for in the relevant Section (Clause) hereof governing the procedure and terms and conditions for provision of that Banking Service. Upon receiving the Bank's notice of its intention to discontinue a particular Banking Service, the Client shall, before provision

of the relevant Banking Service is discontinued, discharge any indebtedness to the Bank that may have arisen during the term of the Agreement in connection with the Banking Service that is being discontinued.

15.2.3. Without limiting any other provisions hereof, if the Client's indebtedness to the Bank hereunder for services provided/transactions effected, including accrued penalties, exceeds the amount corresponding to the account maintenance fee for the Client's active Account specified in the Bank Tariffs, the Bank may suspend provision of any and all Banking Services hereunder until the Client discharges the indebtedness in full. If the Client fails to discharge the above indebtedness within sixty (60) calendar days from the date on which it arises, the Bank may unilaterally discontinue any and all Banking Services and close the Client's Account.

15.2.4. Special and/or additional terms and conditions for discontinuing provision/receipt of particular Banking Services hereunder may be set out in the relevant Sections (Clauses) hereof.

15.3. PROCEDURE FOR RESCISSION AND TERMINATION OF THE AGREEMENT.

15.3.1. This Agreement shall enter into force for the Parties when they enter into the Application for Banking Services and shall remain in force for an indefinite period until terminated in the cases and in accordance with the procedure provided for herein or by Applicable Law.

15.3.2. The Client may withdraw from the Agreement by closing all of the Client's Accounts and discharging in full the Client's Debt Obligations to the Bank hereunder. Once the Client has closed all of its Accounts and discharged in full its Debt Obligations to the Bank hereunder, this Agreement shall be deemed terminated by the Parties at the Client's initiative. The termination date of this Agreement shall be the later of the date on which the Client's last Account is closed and the date on which the Debt Obligations are discharged in full.

15.3.3. If the Bank closes all of the Client's Accounts on grounds other than those provided for in Clause 15.1.1(i) hereof, the Bank may (but shall not be obliged to) terminate this Agreement unilaterally by sending the Client a relevant written notice (in paper or electronic form (via the Client-Bank System)) specifying the termination date of this Agreement. During the period from the date on which the Bank sends the Client a notice of the Bank's intention to terminate the Agreement until the Agreement is terminated, the Client shall discharge any indebtedness to the Bank that may have arisen during the term of the Agreement.

The Bank may also send the Client notice of termination of this Agreement simultaneously with a notice of Account closure.

15.3.4. Notwithstanding any other provisions hereof, this Agreement shall remain valid and effective until all Debt Obligations have been discharged through full performance by the Client.

Expiry of the Agreement shall not release the Parties from liability for any breach that occurred during its term.

15.3.5. If, after the Accounts have been closed and this Agreement has been terminated, the Client requests that the Bank provide any information and/or certificate/statement/other documents concerning the Client's Accounts, the Client shall, on the date of making the request to the Bank, pay the Bank a fee for providing such information and/or certificate/statement/other documents concerning the Client's Accounts in the amount specified in the Bank Tariffs.

[FORM OF INSTRUCTION TO WITHDRAW CONSENT TO THE EXECUTION OF A PAYMENT TRANSACTION]

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

From: [specify the Client's full or abbreviated name], legal entity identification code or tax number: [xxxxxxxx]
(hereinafter, the “**Client**”)

Re: Agreement for Provision of Payment and Other Services to Corporate Clients entered into between the Bank and the Client pursuant to the Application for Banking Services No. [x] dated [xx].[xx].[20xx]
(hereinafter, the “**Agreement**”)

INSTRUCTION TO WITHDRAW CONSENT TO THE EXECUTION OF A PAYMENT TRANSACTION
dated [xx].[xx].[20xx]
(hereinafter, the “**Instruction**”)

The Client hereby withdraws its consent to (select as appropriate*):

- ☐ the execution of the payment transaction in the amount of [specify the amount in figures and the currency] specified in Payment Instruction No. [x] dated [xx].[xx].[20xx]
- ☐ the Bank's execution of the Account Debit payment transactions provided for in [specify the name of the agreement/legal transaction providing for an account debit] No. [x] dated [xx].[xx].[20xx] between the Bank and the Client

*Note: the selected field shall be marked as follows: ☒

By signing this Instruction, the Client confirms and agrees that it may not withdraw its consent to the Bank's execution of Account Debit payment transactions if that consent is irrevocable under the Agreement and/or any other agreement/legal transaction between the Bank and the Client.

All terms used in this Instruction shall have the meanings assigned to them in the Agreement.

For and on behalf of the Client: _____ [surname, first name, patronymic (if any) and position]
[signature]

[FORM OF INSTRUCTION TO REVOKE A PAYMENT INSTRUCTION]

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

From: [Client's full or abbreviated name], legal entity identification code or tax number: [xxxxxxxx]
(hereinafter, the “**Client**”)

Re: Agreement for Provision of Payment and Other Services to Corporate Clients entered into between the Bank and the Client pursuant to the Application for Banking Services No. [x] dated [xx].[xx].[20xx]

**INSTRUCTION TO REVOKE A PAYMENT INSTRUCTION
dated [xx].[xx].[20xx]**

The Client hereby revokes Payment Instruction No. [x] dated [xx].[xx].[20xx] in the amount of [specify the amount in figures and the currency].

Note: a Payment Instruction may be revoked only in full.

For and on behalf of the Client: _____ [surname, first name, patronymic (if any) and position]
[signature]

INFORMATION SECURITY COMPLIANCE GUIDELINES

WHEN USING THE CLIENT-BANK SYSTEM

(mandatory for persons authorized to affix an Enhanced ES and/or Qualified ES and/or Simple ES to Payment Instructions and/or sign Certificate Requests on behalf of the Client, as well as persons responsible for operating and administering a computer on which the Client-Bank System software is installed)

The efficiency and security of the Client-Bank System largely depend on strict compliance with information security requirements during its operation.

In providing this service, the Bank has developed a convenient technology that reliably protects company payments, provided that unauthorized third parties are prevented from accessing the Client-Bank System installed at the workstation, the Secret Keys and their security passwords.

Unauthorized access may result from third parties gaining direct physical access to the computer on which the Client-Bank System is installed or from the computer being infected with viruses or Trojan software. Factors contributing to the compromise of Secret Keys include leaving media containing Secret Keys in the computer's USB ports after completing work or permanently storing Secret Keys on its hard drive.

For its part, the Bank takes all measures to respond proactively to potential information security threats and recommends compliance with the following rules for secure operation of the Client-Bank System:

Key rules:

1. Restrict third-party access to the computer you use to work with the Client-Bank System. Ensure the security of the premises in which it is installed.

2. Restrict third-party access to the mobile telephone used to receive one-time authentication OTP Codes. Do not disclose a one-time code to anyone. Remember that Bank employees are not authorized to ask or encourage a client to disclose, by any means, passwords, codes, payment details, etc., or to require the client to make any payments to third parties.

Note! Avoid using mobile telephone numbers not covered by a contract with a mobile operator to receive one-time authentication OTP Codes.

3. Ensure that Secret Keys are securely stored on an external storage device (such as a token). Do not store Secret Key files on the computer's hard drive. Immediately after completing transactions using Secret Keys, disconnect the media on which they are stored from the computer; do not leave them permanently connected to the computer.

4. Use a two-signature (two-key) method to sign Payment Instructions from two separate computers.

5. Regularly check the status of your Current Accounts (at least once a day), even if you do not personally execute payment transactions in the Client-Bank System.

6. Use only licensed software obtained from trusted sources.

7. Use antivirus software and install antivirus database updates promptly.

8. Ensure that operating system security updates are installed promptly (use of operating systems no longer supported by their developers, such as Microsoft Windows 98, Microsoft Windows 2000 and Microsoft Windows XP, is not recommended).

9. Enable the standard Client-Bank System feature that filters access to the Client-Bank System by IP address. For detailed information on enabling IP address access filtering and configuring the relevant settings, your IT administrator should contact the System Support Service.

10. Do not use the computer on which the Client-Bank System is installed to browse non-work-related online resources or visit websites with suspicious content, which are commonly a source of malware (infection occurs without the user noticing).

11. Do not install or store suspicious files obtained from untrusted sources, downloaded from unknown websites, received by email, etc. Such files must be deleted immediately. If a file must be downloaded, always scan it with antivirus software before use.

Additional rules:

12.Restrict internet access from the workstation on which the Client-Bank System is used to the required range of trusted resources only (banks, counterparties, etc.).

13.Do not use the Client-Bank System from an operating system account with elevated privileges (such as an "Administrator" account).

14.Disable the Guest account and prevent automatic user login to the operating system at startup.

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

- set the password for logging in to the Client-Bank System and the security passwords for Secret Keys so that they differ from all other passwords you use;
- choose passwords of sufficient length (at least six (6) characters) that you can remember (writing passwords down is strongly discouraged);
- never use the following as a password: your date of birth; your own name or surname or those of close relatives; your vehicle registration number; or any other widely known names/words that can logically be associated with you;
- avoid using commonly known words; phrases are preferable;
- use uppercase and lowercase letters as well as numbers.

16.On computers on which the Client-Bank System is installed, disable the following operating system boot options: booting from removable media (floppy disk, USB or CD-ROM) and network booting. Access to the BIOS settings must be protected by a password known only to the system administrator.

17.Do not leave computers on which the Client-Bank System is installed unattended. If you are temporarily away, you must:

- save and close all payment documents open for editing;
- lock the workstation using the operating system controls;
- ensure that the user account is password-protected;
- configure the operating system settings to require a password when unlocking the operating system;
- exit the Client-Bank System software by clicking the "Exit" button.

18.Store external key storage media (tokens) in a safe or locked desk drawer.

19.Do not provide key storage media to third parties or disclose Client-Bank System access passwords to them. If you discover that third parties have accessed key information (including where such access is suspected), immediately arrange for the key information to be blocked and replaced.

20.Do not write down or store Secret Key passwords together with the key media (USB flash drive, token, etc.).

21.Check for 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. If any such software is detected, immediately notify the Bank so that your Client-Bank System account can be blocked, remove the detected software, and ensure that the Secret Keys are reissued and/or the passwords are changed;

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

23.When communicating with persons authorized to sign payment documents, always specify their personal email addresses in the application (do not use shared mailboxes).

24.Use an Intrusion Prevention System to protect the computer network.

25.Use firewalls.

26.When using email and instant messaging services (ICQ, Skype, Mail.Ru Agent, etc.), pay particular attention to the sender of the message. If you do not know the sender, you are strongly advised not to open attachments or other files sent with the message.

27.Configure your internet browser to prevent files from being automatically downloaded from the internet and executed;

28. To protect your Client-Bank System authentication data, do not store user credentials (login/password) in browsers. Use dedicated password storage and management utilities to automate the process of entering credentials.

29. If you suspect that your computer is infected with viruses or other malware (erratic responses to your actions, freezing, unexplained slowdowns, activity without user input, unexplained windows appearing, etc.), immediately notify the Bank so that your Client-Bank System account can be blocked, contact the system administrator to remove the computer virus, and then ensure that the Secret Keys are reissued and/or the passwords are changed;

30. Do not enter confidential data (passwords or identifiers) into software windows if they differ from the standard interface (in shape, color, logos, text or fonts) or are displayed in an unusual manner (in a different order). Carefully read all messages displayed on the computer screen.

Please pay particular attention! The Bank does not distribute Client-Bank System software updates by email. Do not respond to suspicious emails or telephone calls requesting that you initiate a payment or send a Secret Key for the electronic signature, a password or other confidential data. If you receive any such emails, please contact the following units of the Bank:

- Information Security Department by email at IT.Security@otpbank.com.ua

- Client-Bank System Support Service, contact telephone numbers:

+38 044 4950691, +38 097 3771331, +38 063 3771331 and +38 066 3771331, or email CoHUB@otpbank.com.ua

**[FORM OF REQUEST FOR REIMBURSEMENT
OF THE AMOUNT OF AN EXECUTED AUTHORIZED PAYMENT TRANSACTION]**

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

From: [Client’s full or abbreviated name], legal entity identification code or tax number: [xxxxxxxx]
(hereinafter, the “**Client**”)

Re: Agreement for Provision of Payment and Other Services to Corporate Clients entered into between the Bank and the Client pursuant to the Application for Banking Services No. [x] dated [xx].[xx].[20xx]
(hereinafter, the “**Agreement**”)

Account: No. [specify the account number] denominated in [specify the account currency]
(hereinafter, the “**Current Account**”)

**REQUEST FOR REIMBURSEMENT
OF THE AMOUNT OF AN EXECUTED AUTHORIZED PAYMENT TRANSACTION
dated [xx].[xx].[20xx]
(hereinafter, the “**Request**”)**

The Client and [specify the payee’s full name and identification code] (hereinafter, the “**Payee**”) entered into [specify the full name of the agreement] No. [x] dated [xx].[xx].[20xx] (hereinafter, the “**Payee Agreement**”). The Payee Agreement provides for the Client’s consent to the execution by the Bank of payment transactions from the Current Account on the basis of the Payee’s Payment Instructions up to a maximum amount of [specify the amount in figures] [specify the currency].

On [xx].[xx].[20xx], the Client notified the Bank that the Payee Agreement had been entered into.

On [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 Payee’s Payment Instruction dated [xx].[xx].[20xx].

The Client hereby requires the Bank to reimburse the amount of the executed authorized payment transaction from the Current Account in the amount of [specify the amount in figures] [specify the currency], initiated by the Payee pursuant to the Payee’s Payment Instruction dated [xx].[xx].[20xx], because the following conditions are satisfied simultaneously (the Client confirming their satisfaction by signing this Request):

- 1) the Client’s consent to the execution of the payment transaction does not specify the exact amount of the payment transaction;
- 2) the amount of the above payment transaction exceeds the maximum amount of payment transactions specified in the Payee Agreement, the terms and conditions of which were notified to the Bank by the Client.

All terms used in this Request shall have the meanings assigned to them in the Agreement.

For and on behalf of the Client: _____ [surname, first name, patronymic (if any) and position]
[signature]

Appendix 5 to the Agreement for Provision of Payment and Other Services to Corporate Clients

**[FORM OF INSTRUCTION TO WITHDRAW CONSENT TO THE EXECUTION OF PAYMENT TRANSACTIONS
INVOLVING THE DEBITING OF A SPECIAL ACCOUNT]**

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

From: *[specify the Client's full or abbreviated name]*, legal entity identification code or tax number: [xxxxxxxx]
(hereinafter, the “**Client**”)

Re: 1) Agreement for Provision of Payment and Other Services to Corporate Clients entered into between the Bank and the Client pursuant to the Application for Banking Services No. [x] dated [xx].[xx].[20xx] (hereinafter, the “**Agreement**”)

SPECIMENS OF FACSIMILE REPRODUCTIONS OF HANDWRITTEN SIGNATURE EQUIVALENTS

OF THE BANK'S AUTHORIZED PERSONS AND THE BANK'S SEAL

Surname, first name and patronymic of the Bank's authorized person	Specimen of a facsimile reproduction of the handwritten signature equivalent of the Bank's authorized person and the Bank's seal
Serhii Petrovych Sereda	

ENVIRONMENTAL AND SOCIAL EXCLUSION LIST

The following is a list of activities and conduct that cannot be financed by the Bank because their controversial nature and impact are incompatible with the values of the international banking group OTP Group concerning the protection of human rights and the promotion of sustainable development:

- 1) Transactions intended to violate the laws of the host country or international law (such as illegal arms trafficking, prohibited gambling or illegal drug trafficking).
- 2) The production of or trade in prohibited weapons (anti-personnel landmines, biological, chemical and nuclear weapons, etc.).
- 3) The financing of contracts for the production of or trade in weapons where the buyer is located in a territory affected by civil war or an area of international armed conflict.
- 4) The production of or trade in any product, or any activity, deemed illegal under the laws or regulations of the country in which the project is implemented (national laws) or under international conventions and treaties, or subject to an international phase-out or ban, including:
 - the production of or trade in products containing polychlorinated biphenyls (PCBs);
 - the production of or trade in pharmaceutical products, pesticides/herbicides and hazardous substances that are prohibited by international conventions, treaties or regulations and are subject to phase-out;
 - the production of or trade in ozone-depleting substances subject to phase-out;
 - trade in wild animals and plants, or the production of or trade in products derived from wild animals or plants that are listed under CITES;
 - transboundary movements of waste prohibited by international law;
 - keeping animals primarily for fur production or conducting any activities related to fur production;
 - the production, use of or trade in unbonded asbestos fibres or products and mixtures containing asbestos;
 - the export of mercury and mercury compounds and the production, export and import of a wide range of mercury-added products.
- 5) Activities prohibited by the laws of host countries or international conventions concerning the protection of biodiversity resources or cultural heritage.
- 6) Marine fishing using nets exceeding 2.5 km in length.
- 7) The shipment of oil or other hazardous substances by vessels (tankers) that do not comply with the requirements of the International Maritime Organization (IMO).
- 8) Trade in goods without the required export or import licences or other transit authorizations from the relevant countries of export, import and, where applicable, transit.
- 9) The extraction, exploration and processing of shale gas.
- 10) Coal mining using mountaintop removal technology.
- 11) Production or activities involving harmful or exploitative forms of forced labour and/or harmful child labour.