

**AGREEMENT ON THE PROVISION OF BANKING SERVICES
(PUBLIC)
EDITION COMES INTO EFFECT FROM 19.01.2020**

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1. GENERAL PROVISIONS

Pursuant to the terms of the AGREEMENT ON THE PROVISION OF BANKING SERVICES (public) and the Application for the provision of Banking Service and/or the Application for the provision of Banking Service (change of the terms of use of the Banking Service) (hereinafter referred to as the **Agreement**), the Bank shall provide the relevant Banking Service upon request of the Client, and the Client accepts the Banking Service and undertakes to duly fulfil the obligations stipulated in the Agreement with respect to such Banking Services, including timely and full payment for received Banking Services.

The quantity of Banking Services provided under the Agreement is unlimited. The quality of the Banking Services complies with the Bank's standards and legislation. The size of the Bank's monetary claims is determined on the basis of the Agreement in a clearly defined amount or by providing criteria that allow it to determine the amount of this claim for a specific time during the term of the Agreement.

This Agreement contains elements of different legal relations and is a mixed agreement within the meaning of Article 628 of the Civil Code of Ukraine, and this Agreement is an accession Agreement in the sense of Article 634 of the Civil Code of Ukraine.

1.2. In the text of the Agreement, unless otherwise required by the context, the headings of the sections are for convenience only and they in no way affect the interpretation of the Agreement; the words used have the same meaning both in singular and in plural; a reference to the appendix, section, supplement or paragraph is a reference to the relevant annex, section, supplement or paragraph of the Agreement; a reference to a Party or any other person also includes its successors, authorized cessionaries and contractors; a reference to a third party includes any person(s), including any natural person and/or legal entity that is (are) not a Party(s).

1.3. The price of the Agreement is the amount of money that a Client must pay the Bank under the terms of the Agreement, which is the sum of fees for Banking Service. When determining the obligations of the Client in currency other than the hryvnia, the price of the Agreement is UAH equivalent of such liabilities, using the official exchange rate of hryvnia to the respective foreign currency (currencies), set by the NBU on the appropriate date(s).

1.4. The term of the Agreement is equal to the one specified by the Application for the provision of Banking Service for the maximum term for the proper fulfilment by the Parties of their obligations under the Agreement, in the absence of a case of non-fulfilment of the terms of the Agreement. In the event of the occurrence of a failure to comply with the terms of the Agreement, the Agreement shall remain in force until all obligations of the

Parties under the Agreement are fulfilled in full. In case the term of the provision of the Banking Services ordered by the Client has expired and Client does not order Banking services during the first calendar year, the Agreement is terminated and does not require signing by the Parties of the Termination agreement or Application for refusing to receive Banking Services. The Agreement does not apply to obligations that arose from the Parties before the conclusion of the Agreement, unless otherwise expressly provided for by the Agreement. The termination of the Agreement does not exempt the Parties from liability for its violation that occurred during the term of the Agreement.

1.5. The Bank provides Banking Services for a fee payable by the Bank's Client in accordance with the terms and conditions of the Agreement and in accordance with the Tariffs of the Bank. Depending on the type of Banking Service, the types of payment may be interest and/or commission, but this list is not exhaustive and other forms of payment may be agreed upon by the Parties.

1.6. The Bank provides each Banking Service to the Client in accordance with the Application for the provision of Banking Service, which is provided by the Client in writing at any time.

1.7. The Client acquires the right to apply for the Banking Service only upon occurrence of circumstances specified in the Agreement, unless otherwise agreed in writing by the Parties.

1.8. Upon receipt by the Bank of the Application for the provision of Banking Service/Application for changing the terms of use of Banking Service, the Bank considers it and, if the Bank has agreed to execute it, it must be executed in accordance with the conditions specified in such Application for the provision of Banking Service/ Application for changing the terms of use of Banking Service. If the Bank does not agree to the terms and conditions set forth in the Application for the provision of Banking Service/Application for changing the terms of use of Banking Service, it does not accept such Application for the provision of Banking Service/Application for changing the terms of use of Banking Service prior to execution. Under the circumstances, the Bank agrees to provide the Client with Banking Services according to the provided Application for the provision of Banking Service/Application for changing the terms of use of Banking Service, the Bank sends/transmits the Client a copy/original of Application for the provision of Banking Service/Application for changing the terms of use of Banking Service, certified by a stamp of seal and signed by the authorized representative of the Bank.

1.9. In cases where the Client intends/plans to terminate the use of a certain Banking Service and/or to cancel Banking Service without termination of the Agreement as a whole, the Client submits to the Bank a Application for refusing to receive Banking Services in accordance with the procedure specified by the Agreement. The Client has the right to withdraw from the Banking Services provided that the Client does not have outstanding Debt obligations to the Bank, regardless of the term of their performance.

1.10. Mutual rights and obligations of the Bank and the Client under the Agreement arise from the date of signing by the Parties of the Application for the provision of Banking Services. The Agreement is valid and effective for the termination of all Debt obligations by their full execution by the Client.

1.11. The conclusion of the Agreement is in accordance with the free will of the Parties, none of the Parties is under the influence of grave circumstances, is not mistaken in relation to circumstances of significant importance (nature of the Agreement, rights and obligations of the Parties, other terms of the Agreement), and the terms of the Agreement are mutually beneficial for each Parties. The Client assumes the risk of fulfilling the terms of the Agreement with a substantial change in circumstances under which the Parties were guided during the conclusion of the Agreement, including the change of the hryvnia exchange rate to foreign currencies.

1.12. Applications are signed in the number of copies on the basis of one copy for each Party, each of which is the original. Any excerpts, correspondence, forged words or other corrections, except for the signing by authorized persons under the Agreement, shall be valid only if they were cautioned by the signatures of the authorized parties of the Parties and stamped with the seals (if any) of the Parties. In this case, the corrections must be made in such a way that they can be read both corrected and erroneously written, and then corrected or stroked out.

1.13. The language of the Agreement and the Application is Ukrainian. Abbreviations, logos, commercial (brand) names, trademarks, letter codes, original names, common abbreviations, etc. can be used in a foreign language (in the language of the original).

1.14. By signing the Application, the Client confirms that he has personally received his copy of the Application, the Agreement, the Bank's Tariffs. The terms of the Agreement are understandable to him; are familiar with the Agreement, the Bank's Tariffs, accept and agree with their provisions, and also undertakes to perform them properly and steadily.

1.15. By signing the Application, the Client confirms that prior to the conclusion of the Agreement, the Bank provided the Client in full with the information specified in part 2 of Art. 12 of the Law of Ukraine "On Financial Services and State Regulation of Financial Services Markets", including by giving the Client access to such information on the Bank's Official Website. A copy of the Agreement, the Bank's Tariffs was received by the Client on the date of the Application.

2. DEFINITION OF TERMS

Bank	The Head office of OTP BANK JSC and any of its structural divisions in Ukraine. Party under the Agreement.
Banking Day	part of the Working day, during which banking institutions in Kyiv are opened and carry out operations when dealing with clients.
Bank service	all and/or any of the services/activities of the Bank the Client ordered and provided by the Bank to the Client on the basis of Agreement and Applications, in accordance with the provisions of the Law.
Debt obligations	all and/or each of the payment (monetary) and/or non-payment (non-monetary) obligations of the Client according to the Agreement and/or in connection with the Agreement.
Budgetary institutions	State governing bodies, municipal bodies, as well as any organizations set up by them in the established order, which are fully kept at the expense of the respective state or local budget.
Foreign exchange operations	transactions carried out with currency values in accordance with the terms of the Agreement and / or legislation.
Case of failure to comply with the terms of the Agreement	fact(s) / circumstance(s) / condition(s) of non-performance and / or improper performance by the Client of the provisions of the Agreement, the document(s) / transaction(s) referred to in the Agreement.

Agreement	this AGREEMENT ON THE PROVISION OF BANKING SERVICES (PUBLIC), which regulates the procedure for providing Banking Services is an integral part of the Application. Placed on the Bank's Official Website.
Confidant	a legal person who is legally entitled to represent the interests of the Client who is a Self-employed person in the Bank.
Help Center	center of information support, telephony of which is indicated on the Bank's Official Website.
Direct debit transfer	write-off by the Bank of any cash account of the Client without the Client's submission of a payment order executed by the Bank in accordance with the procedure specified in Section 5.1. of the Agreement.
Legislation	current legislation of Ukraine.
Application(s):	means both together and separately Application for the provision of Banking Service, the Application for the provision of Banking Service (change of terms of use of the Banking Service), Application for refusing to receive Banking Services . It is executed in 2 original copies for each Party. They are an integral part of the Agreement.
➤ Application for provision of Banking Service	Concluded by the Parties Application for the provision of Banking Service and/or Application for the provision of Banking Service (change of terms of use of the Banking Service) , in a form approved by the Bank, submitted by the Bank's Client in the manner prescribed by the Agreement, for the purpose of obtaining a Banking Service, with a proposal for obtaining the relevant Banking Services, including for the purpose of changing the conditions and / or procedures for the use of a particular Banking Service. They are an integral part of the Agreement.
➤ Application for provision of Banking Service (change of terms of use of the Banking Service)	
➤ Application for refusing to receive Banking Services	
Client	Legal entity (including separate divisions of a legal entity) the Budget institutions /foreign representation/Self-employed person who has entered into an Agreement with the Bank and/or other documents.
NBU	National Bank of Ukraine.
Official website of the Bank	www.otpbank.com.ua
Working day	means the day in which commercial banks and currency markets in Kyiv and relevant financial centers of the countries of currencies are open for work with Clients, conclusion of operations and money transfers.
Self-employed person	individual who is an individual entrepreneur or a person who carries out an independent professional activity.
Online Banking System	Electronic banking system Client-Internet-Banking "OTP Online", which consists of a set of software and hardware and organizational measures that, with the consent of the Client and the Bank, provide the creation, storage and transmission of electronic documents for the implementation of the Agreement.
Authorized person	individual who legally carries out the Client's representation in the Bank, in particular, concludes the Agreement, signs the Application and all accompanying documents that are not necessary for the fulfilment of the terms of the Agreement.
Parties/Party	Client and/or Bank.
FATCA	Foreign Account Tax Compliance Act of the United States of America, which came into force on July 1, 2014, aims to prevent the legalization of criminal incomes and defines mandatory for all financial institutions - members of FATCA, including the Bank, procedures regarding: <ul style="list-style-type: none"> - identification of new and existing clients for the purpose of identifying US taxpayers, that is, clients and / or agents of clients who are US citizens, have a permanent residence in the United States or for other reasons are required to pay taxes in accordance with US law and provide the Bank with the W9 form filled in accordance with requirements of US Internal Revenue Service with stipulation of Tax Identification Number (TIN) of the client / authorized representative of the client (hereinafter - FATCA-identification); - reporting to the Internal Revenue Service of the United States, in particular, information on clients - US tax residents, their accounts and transactions, those who did not provide the necessary information for FATCA identification, etc.; - disclosure of FATCA Identification Results at the request of the US Internal Revenue Service, persons involved in the transfer of funds to customer accounts, as well as in other cases provided by the FATCA; - retention of "penalty" tax (withholding) of 30% of the amount of transfers from clients who did not provide the necessary information for the FATCA-identification, followed by the transfer of the amounts indicated to the US Internal Revenue Service.
The terms used in the Agreement capitalized are defined terms and have the same meanings as in the Application and in the Agreement, and can be used both in singular and in plural.	

3. RIGHTS, DUTIES AND LIABILITY OF THE PARTIES

This section contains general provisions defining the rights, obligations and responsibilities of the Parties under the Agreement. More detailed provisions are contained in the special sections of the Agreement, which regulate the procedure and conditions for the provision of a separate Banking Service.

3.1. RIGHTS OF THE CLIENT

3.1.1. Prematurely terminate the Agreement in the manner intended by section 5.1 0. of the Agreement.

3.1.2. The Client is entitled to receive the Banking Services solely in accordance with the procedure and conditions specified in the Agreement and the Application for the provision of the Banking Service.

3.1.3. The Client may be replaced by another person (debt transfer) and has the right to withdraw the rights under the Agreement only on condition of obtaining a prior written consent (must contain a seal and signature of the authorized person) of the Bank for this.

3.1.4. Other rights stipulated by the Agreement and the Law.

3.2. OBLIGATIONS OF THE CLIENT

3.2.1. Fully adhere to all provisions of the Agreement, Tariffs and Legislation.

3.2.2. To pay for received Bank Services in accordance with the Bank's Tariffs at the time of execution of operations.

3.2.3. During the term of the Agreement, independently monitor the information on changes, familiarize with the information of the Bank (in the customer service halls, on the official website of the Bank or by calling the Help Center of the Bank) regarding changes to the terms of the Agreement, Tariffs. In the event that the Client did not use the Bank's opportunity to familiarize himself with possible changes in the Banking Services and / or ignored the terms of this paragraph, the Bank shall not be liable for the consequences of such actions / inactivity of the Client.

3.2.4. Compensate the Bank in full for any losses and expenses incurred as a result of unlawful or incompetent actions and / or violations by the Client of the terms of the Agreement.

3.2.5. Comply with the requirements of the Legislation, adhere to the principles of the organization of cash and cashless settlements, their forms, standards of documents and documents used by the Bank while fulfilling the terms of the Agreement.

3.2.6. At the first request of the Bank to provide the Bank with any information concerning the Banking Service that is relevant to the Agreement and other necessary information that may be required by the Bank in accordance with the requirements of the Legislation, including, but not exclusively, the documents and / or information necessary for the Bank to perform the Client's identification procedures and / or beneficiaries, and / or persons controlling the Client, including clarification of identification information, assessment of the financial condition of the Client and / or financial monitoring of his operations in the course of servicing. Information and / or documents must be submitted to the Bank within 10 calendar days from the date of receipt of the written request of the Bank.

3.2.7. Provide to the Bank at its request all documents relating to the Contract that may be necessary in order to properly create and maintain the Agreement and / or to properly validate the information that the Client must provide to the Bank, the provision of which is required by the Legislation, as well as internal regulatory and administrative documents of the Bank, the terms of the Agreement. The Client is obliged to provide reliable data by filling in the questionnaire of the Bank and the Application.

3.2.8. Provide the Bank with the documents necessary for the proper implementation by the Bank of its powers in the field of currency control, as well as in the area of prevention and counteraction to the legalization (laundering) of proceeds from crime and terrorist financing defined by the Legislation.

3.2.9. The Client is obliged to inform the Bank in writing about changing his place of residence, making any changes to the passport or permit documents of the Client or other documents provided by the Client for receiving the Banking Service, and / or other Client's details. Such notice, together with the originals or duly certified copies of the relevant supporting documents, must be made by the Client within no later than 2 working days from the moment the relevant event occurs.

3.2.10. At the request of the Bank, the Client is obligated to provide to the Bank statistical and other information necessary for the Bank to report to the NBU or to any other bodies.

3.2.11. Compensate the Bank for losses incurred, including fines imposed by the NBU or any other authorized state body, as a result of failure by the Client to perform the duties provided for in the Agreement.

3.2.12. The Client is obligated to reimburse the Bank for all expenses related to legal protection of the rights of the Bank under the Agreement, the exercise of such rights or the enforcement of such rights in cases and in accordance with the procedure established by the Legislation.

3.2.13. The Client is obliged to immediately (within the term established by the Agreement depending on the Banking Service) as soon as the Client becomes aware of the occurrence / arising of any information / event / fact that may affect the Client's performance of the Debt obligations, and / or may result from the occurrence of the Case of non-fulfilment of the terms of the Agreement, to notify the Bank in writing of such information / event / fact within 2 working days from the date of their occurrence.

3.2.14. Notify the Bank about the fact of acquiring the status of a related person within 5 Working days from the moment of acquiring such status. The Client concludes the Agreement and confirms that he is acquainted with Art. 52 ("Persons related to a bank") of the Law of Ukraine "On Banks and Banking".

3.2.15. The Client is obliged (and the Bank has the right to demand fulfilment of such obligation) to pay / compensate the Bank in full for all and any confirmed expenses of the Bank (regardless of their size) that the Bank will incur during and / or in connection with realization of the rights of the creditor under the Agreement, in particular, but not exclusively: the right to protection, the right to meet the Bank's requirements at the expense of any property of the Client. The said applies to all, without exception, not prohibited by law ways of protecting the Bank's rights and legitimate interests, including, but not exclusively, processes: collection of arrears in court from the Client for enforcement of decisions, cases involving the Bank or other persons of appraisers, notaries, state executors etc., third parties who will in one way or another assist / provide services aimed at satisfying the Bank's requirements / realization by the Bank of its rights (collection companies, real estate agencies, etc.).

3.2.16. In case of replacement of the Trustee / Authorized person of the Client or the cancellation of the Power of Attorney, immediately (on the same Working day), notify the Bank by sending a written notice and / or appear to the Bank for action to cancel the power of attorney. In case of late notification of the Bank to replace the Trustee / Authorized person, the Bank shall not be liable for the intentional (fraudulent) actions of the Trustee / Authorized person, which caused damage to the Client.

3.2.17. Other obligations stipulated by the Agreement and the Law.

3.3. RIGHT OF THE BANK

3.3.1. Amend the Agreement and Tariffs of the Bank in the order and manner determined by the Parties in section 5.10. of the Agreement.

3.3.2. Change the duration of the Operational day (Operation time), in advance informing the Client about it by placing relevant information on the bulletin board at the location of the institution of the Bank.

3.3.3. The Bank has the right to refuse to accept (not accept) the execution of the Application for provision of Banking Service / Application for the provision of Banking Service (change of the terms of use of the Banking Service), as well as to deny the Client for the provision of any Banking Service. Such refusal / rejection / failure to provide, in particular, may be due to any of the following circumstances (hereinafter - **Negative circumstance**):

- 1) a change in the situation in the interbank foreign exchange market of Ukraine and / or the economic situation in the credit and financial system of Ukraine and / or the state of the market of cash resources in Ukraine and / or adoption of normative acts by the authorized bodies of Ukraine that may adversely affect the Bank's activities in the field of provision of Banking Services, absence of the Bank's available cash resources necessary for the provision of Banking Service and / or
- 2) unreliability of submitted documents confirming the Client's financial status and / or other information (documentation) provided by the Client; and / or
- 3) in the opinion of the Bank, a material deterioration in the financial position of the Client as compared with that which existed at the date of the conclusion of the Agreement, and / or
- 4) occurrence of the Case of non-fulfilment of the terms of the Agreement and / or any of the Bank's transactions / agreements with the Client and / or with any related persons with respect to the Client and / or any of the Client's transactions / agreements with other financial and credit institutions, which are valid on the date of conclusion of the Agreement and / or will be concluded by the parties of such transactions / agreements during the term of the Agreement; and / or
- 5) any change(s) in the assurances and guarantees of the Client, provided in accordance with the Agreement; and / or
- 6) the death of the Client (if the Client is a Self-employed person); and / or
- 7) submission of a claim for early repayment of the Deposit, the property rights of which are the subject of collateral under any collateral agreement concluded with the Bank; and / or
- 8) the presence of other circumstances that indicate that the Debt obligations will not be fulfilled in a timely manner.

In addition, the Bank has the right, in its sole discretion, to refuse to accept (not accept) the execution of the Application for provision of Banking Service, as well as to deny the Client for the provision of any Banking Service by not signing the respective Application by the authorized representative of the Bank without explanation of the reasons.

3.3.4. The Bank is entitled to demand early execution of the Debt obligations as a whole or in a part determined by the Bank subject to the occurrence of any Negative circumstances. Such execution of the Debt obligations must be carried out by the Client within 7 Working days from the date of receipt by the Client of the Client's Requirements.

3.3.5. If the Case of non-fulfilment of the terms of the Agreement lasts more than 180 calendar days, the Bank, on its own initiative alone, in order to reduce its own losses and expenses caused by violation of the Client's obligations under the Agreement, has the right to suspend the accrual of the payment for the Banking Service in its own accounting, which in no way affects the Client's performance of the Debt obligations in accordance with the procedure and on conditions stipulated by the provisions of the Agreement.

3.3.7. The Bank has the right to withdraw the right / to replace the creditor in the obligation under the Agreement without the need for obtaining the Client's consent.

3.3.8. The Bank has the right to withhold any thing (money, securities), which the Bank is legally entitled to and which is subject to transfer to the Client or the person specified by the Client as a security of the Bank's requirements for the performance of the Debt obligations. Such retention may, in particular, be expressed in the Bank's failure to fulfil any Customer's requirements for the transfer of things, including the Bank's obligations to the Client under other agreements entered into between the Parties. The Bank has the right to hold the thing in itself if the rights to it that arose after the transfer of the possession of the Bank, acquired a third person. The Bank notifies the Client of seizing the Client within three days from the date of making a decision about this. The Bank has no right to use the thing that it holds in itself, and the Bank does not transfer ownership of it. Such a right of deduction arises in the Bank from the moment the Client fails to perform / improperly performs the Debt Obligations under the Agreement.

3.3.9. The Bank has the right to refuse to use, charge and, accordingly, pay the Client a penalty provided for by the Agreement. In case of application of penalties, the Bank shall send the Client a written request for this.

3.3.10. Fulfilment of Debt Obligations by a third person. During the term of the Agreement, the Bank has the right to accept the execution of the Debt obligations from a third party and, upon signing the Agreement, the Client gives the Bank his consent to this.

3.3.10.1. **Client's agreement to repay the Debt obligations by third party.** Debt obligations under the Agreement may be repaid in full or in part by any third (other) person who expressed willingness and willing to pay the Debt obligations of the Client, upon which the Client, upon signing the Application, gives his consent. In the event that such third (other) person performs the Client's obligations under the Agreement in full, such rights are transferred to such person by the Bank under the Agreement.

3.3.11. Carry out, without prior notice to the Client, photographing and video surveillance in the use of payment devices in the Bank's offices, as well as fixing any contacts with the Client, including but not limited to any telephone conversations with the Client (in particular, Bank employee talks, including the operators of the Help Center, and the Client) on magnetic and / or electronic media to store and use such photos, audio and video materials as evidence.

3.3.12. Prematurely terminate the Agreement in the manner specified in section 5.10. of the Agreement.

3.3.13. Demand documents and information about the Client necessary to find out his person, the essence of activity, financial status, documents necessary for the Bank to properly exercise its powers in the field of currency control, as well as in the area of prevention and counteraction to the legalization (laundering) of proceeds from crime by the way defined by the Legislation. If the Client does not provide necessary documents or information or deliberate submission of false information, the Bank has the right to refuse to provide the Banking Service, as well as to initiate termination of the Agreement.

3.3.14. Other rights stipulated by the Agreement and the Law.

3.4. OBLIGATIONS OF THE BANK

3.4.1. To notify the Client of the amendments to the Agreement, Tariffs within the terms and in the manner prescribed by the Agreement.

- 3.4.2. Ensure the preservation of information about the Client, which constitutes banking secrecy, except cases specified by the Agreement, and when the disclosure of such information is required by the Legislation.
- 3.4.3. The Bank undertakes to provide the Banking Service to the Client in accordance with the provisions of the Agreement, subject to approval (acceptance) by the Bank of the Application for Banking Service.
- 3.4.4. The Bank is obliged to accept the proper performance of the Debt obligations by the Client.
- 3.4.5. Provide advice to the Client regarding the use of the Bank's services, Tariffs, etc.
- 3.4.6. Consider the statements (messages) of the Client and report in writing the results of the consideration.
- 3.4.7. Other obligations stipulated by the Agreement and the Law.

3.5. RESPONSIBILITIES OF THE CLIENT

- 3.5.1. The Client is responsible for the fulfilment of the terms of the Agreement, Tariffs in accordance with the requirements of the Legislation.
- 3.5.2. The Customer is responsible for providing false information at the time of conclusion of the Agreement in accordance with the Legislation.

3.6. RESPONSIBILITIES OF THE BANK

- 3.6.1. The Bank is responsible for the implementation of the terms of the Agreement, Tariffs in accordance with the requirements of the Legislation.
- 3.6.2. The Bank is released from liability in the event of a change in the Legislation that terminates the legal relations of the Parties under the Agreement.
- 3.6.3. In case of violation by the Bank of the terms of execution of the Client's order for remittance, the Bank is obliged to pay to the payer a penalty in the amount of 0.01 percent of the amount of delayed payment for each day of delay, which can not exceed 10 percent of the amount of the transfer.
- 3.6.4. In case of violation by the Bank of the deadlines for completion of the transfer, the Bank is required to pay a penalty of 0.01 percent of the amount of delayed payment for each day of delay, which can not exceed 10 percent of the amount of the transfer.
- 3.6.5. The Bank is liable in accordance with the Legislation for the unlawful disclosure or use of bank secrecy.

4. FEATURES AND CONDITIONS OF USE OF BANKING SERVICES

4.1. BANK SERVICE "PAYROLL CARD PROGRAM"

Definition of terms:

- Banking Day** – part of the Working day, during which banking institutions in Kyiv are opened and carry out operations when dealing with clients.
- Payment** - the amount of wages, premiums, compensations, other payments, rewards, as well as any other funds that are payable to the Holder in accordance with the Legislation or on the basis of civil law agreements, in the framework of labor relations.
- Debit-credit scheme** is a payment scheme that provides for the settlement of transactions with the Card within the limits of own funds of the Holder, which are recorded on its Card account, and in case of their shortage, at the expense of the credit line, which is established by the Bank at the request of the Holder in accordance with the terms of the Agreement with the Holder.
- Holder** is the Card Account holder, an individual who is in a labor relationship with the Client or is the Beneficiary of funds from the Client in accordance with the Legislation or on the basis of civil law agreements.
- Agreement with the Holder** is a public agreement on the issuance and servicing of international payment plastic cards (personal), which is placed on the official website of the Bank, which is concluded with the Holder, by signing the Application form for the provision of banking services by JSC "OTP Bank".
- Application of the Holder** - Application form for providing banking services of JSC "OTP Bank", which is concluded between the Holder and the Bank. An integral part of the public agreement on the issuance and servicing of international payment plastic cards (personal), which is placed on the Bank's Official Website.
- Consolidated Statement** is a form of information defined by the Bank which the Client periodically provides to the Bank with the help of the Online Banking System for the provision of the Banking Service "PAYROLL CARD PROGRAM" and / or "SETTLEMENT SERVICES FOR ALLOCATION OF FUNDS".
- Card** is an electronic payment instrument in the form of an issued plastic or other type of card issued in accordance with the Legislation, which is used to initiate the transfer of funds from the payer's account or from the corresponding bank account in order to pay for the value of goods and services, transfer funds from their accounts to the accounts of other persons, receipt of funds in cash form at the cash desks of the banks through bank machines, as well as other operations provided for by the relevant agreement.
- Card account** - a current (card) account, which records transactions by electronic payment instrument (Card).
- Operational Banking Day** - part of the Bank Working day from 9:00 to 16:00 (for intra-bank payments from 9:00 to 17:30), during which the registration, verification, accounting, control of operations is carried out (including acceptance of documents from clients to transfer and documents for recall and processing of them, transfer and execution).
- Client's Account** - Current Account of the Client or Transit Account, the numbers of which are specified in clause 1.1. of the Application.
- Register of Holders** is a list of the Holders, which the Client provides to the Bank by specifying the type of Cards that the Bank should issue on behalf of the Holders during the use by the Client of Banking Service "PAYROLL CARD PROGRAM".
- Working Day** means the day in which commercial banks and currency markets in Kyiv and relevant financial centers of the countries of currencies are open for work with Clients, operations, and cash transfers.
- Online Banking System** is an electronic banking system Client-Internet-Banking "OTP Online", which consists of a set of software and hardware and organizational measures that, based on a separate agreement between the Client and the Bank, ensure the creation, storage and transmission of electronic documents for execution of the Agreement, in particular the Consolidated Statement.
- Tariffs of the Bank** - the amount of fees for Banking Services provided by the Bank to the Client in accordance with the Agreement. In the framework of receiving by the Client of Banking Service "PAYROLL CARD PROGRAM", types of Bank Tariffs, according to which the Client is provided with the Banking Service, is determined by the Parties in the Application. Amendments to the Tariffs of the Bank shall be made by the Bank in accordance with the procedure stipulated by the Agreement. Tariffs of the Bank are an integral part of the Agreement and are posted on the Bank's Official Website.
- Transit account of the Bank** - Transit account of the Bank, the number of which is specified in the Application.
- Authorized person** - an individual who legally carries out the Client's representation at the Bank, in particular, concludes the Agreement, signs the Application and all accompanying documents that are necessary for the fulfilment of the terms of the Agreement.

4.1.1. TERMS OF PROVIDING BANKING SERVICES "PAYROLL CARD PROGRAM". For the order of Banking Service, the Client concludes an Application for the Banking Service with the Bank in duplicate, in accordance with the terms of the Agreement. Prior to the first crediting of the Payments to the Holders' Card Accounts, the Client orders the connection of the Online Banking System in the manner determined by the Agreement.

4.1.1.1. After the conclusion of the Agreement and the order of the Banking Service "Payroll Card Program" and the connection of the Client to the Online Banking System, the Client is obliged to provide the Bank with a properly issued Register of Holders, as well, for the purpose of opening in the Bank of Card Accounts for the Holders:

- to ensure the conclusion by the Holders with the Bank of the respective Holder's Application (with reliable information);
- ensure the Holder to provide the Bank with a copy of the passport or a document that replaces it (passport of a citizen of Ukraine, passport of a citizen of Ukraine for traveling abroad, passport document of a foreigner, temporary certificate of a citizen of Ukraine, residence permit, refugee certificate or other stipulated by law) (all pages with information certified by the Holder's personal signature);
- ensure provision by the Holder to the Bank of a copy of the document confirming the Holder's residence, certified by the Holder's personal signature;
- ensure provision by the Holder to the Bank of a copy of the tax payer's card, certified by the Holder's personal signature;
- ensure provision by the Holder (for non-residents) to the Bank of the visa for countries with a visa regime, unless otherwise provided by the Legislation or a copy of the document confirming the legality of stay in the territory of Ukraine, certified by the personal signature of the Holder;
- ensure provision by the Holder to the Bank (if available) of a passport for travelling abroad – copy of the 1st page, certified by the personal signature of the Holder;
- other documents in accordance with the requirements of the Legislation, upon request of the Bank.

4.1.1.2. After the conclusion of the Agreement and the order by the Client of the Banking Service "Payroll Card Program" in accordance with the procedure stipulated by the Agreement, the Tariffs of the Bank, the standards of international payment systems VISA International and MasterCard WorldWide, and the requirements of the Legislation, the Bank provides a range of the following services:

- to open Card Accounts in the name of the Holders on the basis of **Application Form for the provision of banking services of JSC "OTP Bank"** concluded between the Holder and the Bank (throughout the text of the Agreement - **Application of the Holder**), which is an integral part of the **public Agreement on issuing and servicing of international payment plastic cards (personal)** placed on the Bank's official website (throughout the text of the Agreement - **Agreement with the Holder**);
- to carry out servicing of Card accounts of Holders under the Debit-credit scheme in accordance with the terms of the Agreement with the Holder. The procedure for using the Cards when making settlements is regulated by the Legislation, norms of international payment systems VISA International or MasterCard WorldWide, this Agreement, Agreement with the Holder.
- to carry out the transfer of the amounts of Payments in accordance with the Consolidated Statement on the Card Accounts of the Holders and carries out servicing of the Card Accounts of the Holders;
- to issue Cards to Holders, which are provided by the Bank's Tariffs.

4.1.1.3. **PAYMENT OF BANKING SERVICES.** For the Banking Service "Payroll Card Program" provided by the Bank, the Client (except for the Budget institutions) shall pay in accordance with the procedure and on the terms and conditions stipulated by the Agreement, the Application for the provision of Banking Service and according to the Tariffs of the Bank.

Customer pays the Bank:

- 1) The fee (commission) in the amount determined by the Bank's Tariffs to the account for payment of the commission fee specified in the Application for the issue and servicing of the Holders' Cards during the validity period of the Card and during the use by the Client of the the Banking Service;
- 2) The fee (commission) for the Banking Service "Payroll Card Program", which is calculated as a percentage of the total amount of the Payment. The Commission shall be paid by a separate payment order simultaneously with the transfer of the Payments to the account for payment to the Bank's commission specified in the Application.

4.1.1.4. PROCEDURE FOR ORDERING AND ISSUING OF CARDS.

4.1.1.4.1. During 8 Banking Days, if the other term of the Parties did not specified in the Application, which depends on the number of the Holders, from the date of conclusion of the Agreement and the Agreement with the Holder, and provided the Client fulfils the provisions of clause 4.1.1. -

4.1.1.3. (with sub-clauses) of the Agreement, the Bank conducts the identification and verification procedure of the Holders in accordance with the procedure provided by the Legislation, the Bank opens the Card Accounts to the Holders and provides the Cards and PINs for the Card to the Holder.

4.1.1.4.2. During the term of the Agreement, further opening by the Bank of Card accounts to Holders not provided by the Register of Holders, which the Client provides to the Bank after the conclusion of the Agreement (the order of the Banking Service "Payroll Card Program"), is carried out on the basis of an official letter of the Client according to a form determined by the Bank, which provides a list (Register of Holders), which according to the terms of the Agreement it is necessary to open the Card Accounts and issue the Cards.

4.1.1.4.3. Issued Cards and / or PIN-codes are kept at the Bank within 2 calendar months after the end of the month in which the Card / Pin Code was issued. In case of non receipt of the Card and / or Pin Code by the Cardholder within the above term, the Bank shall carry out the procedure for their destruction.

4.1.1.5. PROCEDURE FOR REISSUE OF CARDS. The term of the Card is determined by the Agreement with the Holder. Within 10 calendar days prior to the expiry date of the Card, the Client shall provide to the Bank the Register of Holders, which will extend the validity period of the Card, or refuse their prolongation by sending the Register of such Holders to the Bank, indicating the reasons for the refusal.

4.1.1.5.1. In case of prolongation of the validity period of the Card, the Client shall, before the receipt of new Cards, pay the Bank remuneration in accordance with the current Bank's Tariffs. New Cards are provided by the Bank to Holders subject to the Client's indebtedness to the Bank on the payment of Settlement and Cash Service (SCS).

4.1.1.5.2. If it is necessary to redeem the Card at the initiative of the Holder, not because of the expiration of the validity period of the Card (for example, in case of its loss, theft, physical damage, etc.), the new Cards are redeemed by the Bank from the moment of conclusion between the Bank and the Holder of the respective Application of the Holder and subject to payment by the Holder of the fee for reissuing the Card, in accordance with the current Bank's Tariffs.

4.1.1.6. PROCEDURE FOR ENROLMENT OF PAYMENTS TO HOLDERS.

4.1.1.6.1. **ORDER ON DIRECT DEBIT TRANSFER.** By conclusion the Application, the Client gives the Bank an instruction to carry out a direct debit transfer from the Client's Account opened with the Bank, the details of which are indicated in the Application, for the Bank's provision of Banking Services specified by the Agreement.

When transferring / debiting funds from the Client's Account, a clear justification of the financial transaction ("Replenishment of Cards (salary for a certain month / for one half of the relevant month / premium, etc.), Client's name, number and the date of the Application for the Banking Service, on the basis of which the "Payroll Card Program" is ordered).

Disclaimer: By making a direct debit transfer of funds from the Client's Account on the basis of the Agreement, the Bank issues a memorial order. The Bank is the payee of the specified direct debit transfer. Client is responsible for the correctness of the data specified in the Consolidated Statement.

4.1.1.6.2. **CONSOLIDATED STATEMENT.** The Client sends the Bank with the Online Banking System the Consolidated Statement in electronic form. Consolidated Statement is formed on a template using the Online Banking System with Electronic Digital Signatures of the Client and must contain the surnames, names, patronymic (if any) of the Holders, their Card Account numbers, the amount of Payments to be credited to the Holders' Card accounts, the total amount of Payment due to according to Consolidated Statement and other binding information for filling in.

Note 1: In case of failure of the Online Banking System (for the period of repair of the Online Banking System) or if the Client does not have installed the Client-Bank System, the Client is entitled to provide the Consolidated Statement in paper form, certified by the signature of the Authorized Person and the seal of the Client (if necessary), according to the form, which is indicated in the annex to a separate agreement, concluded between the Parties, on the basis of which the Online Banking System was connected to the Client or in the appendix to the Application.

Note 2: In the event of a change in the composition of the Authorized Persons, the Client undertakes to make changes in advance in the signatures of the Authorized Persons approved by the Parties in the manner specified in Note 1, Clause 4.1.1.6.2 of the Agreement.

4.1.1.6.3. On the basis of the Client's order for a direct debit transfer, in case of receipt of the Consolidated Statement during the Operational Banking Day and, on condition of the sufficient amount of cash on the Client's Account, the Bank, on the same Banking Day, shall withdraw from the Client's Account to the Transit Bank Account the total amount of funds according to the Consolidated Statement for further enrolment of Payments to the Card Accounts of the Holder with the simultaneous enrolment of the commission to the accounts specified in the Application for the Banking Services provided to the Client (except for the Budget institutions).

In case of receipt of the Consolidated Statement from the Client after the closing of the Operational Banking Day, the Bank carries out banking operations specified in clause 4.1.1.6.3. of the Agreement, the next Operational Banking Day.

4.1.1.6.4. In case of insufficient funds on the Client's Account to execute direct debit transfer according to clause 4.1.1.6.3. of the Agreement or in case of impossibility to transfer funds from the Transit Bank account to at least one of the Card accounts of the Holder specified in the Consolidated Statement, in particular, but not exclusively, in connection with the closure of the Holder's Card Account, blocking of credit operations on a Card Account or from other reasons, the Bank through the Online Banking System returns the Consolidated Statement to the Client without execution at latest on the next Banking Day.

4.1.1.6.5. In case of the Client's wish for the Bank to distribute funds according to Consolidated Statement not from the Client's Account, but from another Client's current account opened with the Bank or from a current account opened in another bank (further together – **Other Client's Account**), the Client follow these steps:

4.1.1.6.5.1. From the Other Client's Account transfers by transfer order the amount to the Transaction Account in the national currency for further crediting by the Bank of Payments in accordance with the Consolidated Statement to the Holders' CardAccounts;

4.1.1.6.5.2. From Other Client's Account to the accounts of the Bank, according to the Application, transfers the amount of the commission fee of the Bank for the Banking Services provided under the Agreement;

4.1.1.6.5.3. On the day of transfer of funds in accordance with clauses 4.1.1.6.5.1. and 4.1.1.6.5.2. of the Agreement, the Client provides to the Bank Consolidated Statement through the Online Banking System in the electronic form.

The Bank conducts banking operations specified in clause 4.1.1.6.5. (with sub-clauses) of the Agreement, the next Operational Banking Day.

4.1.2. RIGHTS, DUTIES, RESPONSIBILITIES OF THE PARTIES

4.1.2.1. Obligations of the Client

4.1.2.1.1. Ensure transmission to the Bank of the documents and reliable information of the Holders specified in clause 4.1.1.1. of the Agreement necessary for the Bank to open the Card accounts and issue the Cards to the Holders.

4.1.2.1.2. Submit the Consolidated Statement to the Bank according to the model defined in the Application, which is formed using the Online Banking System.

4.1.2.1.3. Make payments for Banking services, in accordance with the Agreement, Statements and Tariffs of the Bank (except for the Budget institutions).

4.1.2.1.4. In case of termination of the Client's labor relations with the Holder (regardless of the initiative: on the initiative of the Holder or the Client), the Customer shall, within 14 calendar days after the date of dismissal, notify the Bank in writing, indicating the date of release of the Holder.

4.1.2.1.5. Comply with the conditions specified by the Agreement and the Legislation.

4.1.2.2. Obligations of the Bank

4.1.2.2.1. Open Card Accounts to Holders and issue Cards to Holders in accordance with the terms of the Agreement.

- 4.1.2.2.2. Credit the Holder's Card Accounts to the amount of the Payments transferred by the Client according to the information specified by the Client in the Consolidated Statement in the order and within the terms specified in the Agreement.
- 4.1.2.2.3. Issue Cards and intact PIN-envelopes to Holders with registration details of the transfer.
- 4.1.2.2.4. Not to disclose to third parties the information about the Client, which is banking secrecy, except in cases stipulated by the Agreement and the Legislation.
- 4.1.2.2.5. Comply with the conditions specified by the Agreement and the Legislation.

4.1.2.3. Rights of the Client

- 4.1.2.3.1. Determine the Holders to whom the Bank will provide the Banking Service in accordance with clause 4.1.1.2 of the Agreement.
- 4.1.2.3.2. Determine the amount of Payments which will be made by the Bank on the Holders' Card Accounts.
- 4.1.2.3.3. Receive consultations regarding the use of the Banking Service, the procedure for the fulfilment of the terms of the Agreement.
- 4.1.2.3.4. In case of a wish to stop using the Banking Service "Payroll Card Program", inform the Bank about it in writing within 14 calendar days prior to the scheduled date of termination, by concluding with the Bank of Application for refusal to receive the Banking Service.

4.1.2.4. Rights of the Bank

- 4.1.2.4.1. Do not debit to the Holders' Card Accounts of the amount of Payment in case of non-compliance of the amount of funds specified by the Client in the Consolidated Statement and the amount actually transferred by the Client until the circumstances of such inconsistency are determined.
- 4.1.2.4.2. In case of insufficient funds on the Client's Account to make a direct debit transfer for payment of the Banking Service, return without the fulfilment of Consolidated Statement (in accordance with clause 4.1.1.6.4 of the Agreement).
- 4.1.2.4.3. Amend the Agreement and Tariffs of the Bank in the process and manner specified by the Parties in section 5.10 of the Agreement.

4.1.2.5. Responsibilities of the Parties

- 4.1.2.5.1. In case of improper or untimely enrolment of Payments to the Holders' Card Accounts of the Bank, except in cases of technical malfunction of the Online Banking System, the Bank, at the written request of the Client, pays to the Client a fine in the amount of double NBU discount rate from the amount of incorrectly or lately credited amount for each day of delay.
- 4.1.2.5.2. The Bank is not liable for damages caused by the incompleteness and / or unreliability of the information that the Client has provided to the Bank in the Consolidated Statement, as well as in the event of a failure of the Online Banking System and / or payment systems, interruptions and fluctuations in the supply of electricity and ie, that is, if such circumstances result in the objective impossibility for the Bank to fulfil its obligations under the Agreement.
- 4.1.2.5.3. The Client is responsible for the compliance of the amounts of the Payments specified in the Consolidated Statement and the amount actually transferred to the Bank for debiting of the Card Accounts of the Holders, as well as the accuracy and completeness of the information provided to the Bank in the Consolidated Statement;
- 4.1.2.5.4. The Bank is responsible for the unlawful disclosure and / or use of information about the Client, which is banking secrecy, in accordance with the Legislation.

4.1.3. TERMS OF BANKING SERVICE. The Bank provides the Banking Service specified in this Section of the Agreement from the moment the Parties make an Application for the provision of the Banking Services before the Parties make an Application for refusing to receive Banking Services, but in any case, to the Parties to fulfil their obligations under the Agreement in full or until the termination of the Agreement in cases stipulated by the Agreement and / or by the Law.

4.2. BANK SERVICE "SETTLEMENT SERVICES FOR ALLOCATION OF FUNDS"

Banking Day – a part of the Working Day, during which banking institutions in Kyiv are opened and carry out operations when dealing with clients.

Payment - the amount of payment / prepayment of services rendered / work performed in accordance with foreign economic agreements on the provision of services, wages, bonuses, compensations, scholarships, shares, other payments, rewards, as well as any other funds payable to the Beneficiary in accordance with Legislation or on the basis of civil law agreements.

Electronic signature - the secret keys generated by the Bank and provided to the Client on a key floppy disk for the purpose of signing documents that can verify, authenticate such documents and identify the signatory.

Operational Banking Day – a part of the Bank's working day from 9:00 to 16:00 (for intra-bank payments from 9:00 to 17:30) during which the registration, verification, accounting, control of operations is carried out (including acceptance of documents from Clients on transfer and documents for recall and processing of them, transfer and execution).

Current Account of Beneficiary –current account of the Beneficiary, opened at the Bank.

Card Account of Beneficiary - current (card) account of the Beneficiary, opened at the Bank.

Consolidated Statement – a form of information specified by the Bank, the form of which is set forth in the Application, which the Client periodically provides to the Bank with the help of the Online Banking System to provide the Bank with the Banking Service "SETTLEMENT SERVICES FOR ALLOCATION OF FUNDS" (the document containing the Beneficiary data and the Current Accounts of Beneficiary, as well as information on the amounts and procedure of distribution of funds among the Beneficiaries).

Beneficiary - an individual / individual entrepreneur who is the payee (Payments) from the Client to the Beneficiary's Current / Card Account, in accordance with the Legislation or on the basis of civil law agreements.

Agreement with the Beneficiary – a public agreement on opening and servicing a bank account in foreign and national currency for individuals, which is placed on the official website of the Bank, which is concluded with the Beneficiary, by concluding the Application Form for the provision of banking services by JSC "OTP Bank".

Settlement and cash services (SCS) - providing by the Bank to the Client on the basis of the agreement for the provision of services concluded between them related to the transfer of funds to the account(s) of the Client or third parties, as well as the implementation of other operations provided for in the Agreement, the settlement / cash servicing and provision of other Banking Services to the Client, the form and contents of which the Bank develops on its own.

Online Banking System – an electronic banking system Client-Internet Banking "OTP Online", which consists of a set of software and hardware and organizational measures that, based on a separate agreement between the Client and the Bank, ensure the creation, storage and transmission of electronic documents for execution of the Agreement, in particular the Consolidated Statement.

Transit account of the Bank - Transit account of the Bank, the number of which is specified in the Application.

Authorized person - a person who legally carries out the Client's representation in the Bank, in particular, concludes the Agreement, signs the Application and all accompanying documents that are necessary for the fulfilment of the terms of the Agreement.

4.2.1. TERMS OF PROVIDING BANKING SERVICE "SETTLEMENT SERVICES FOR ALLOCATION OF FUNDS". To order the Banking Services, the Client concludes an Application for the Banking Service with the Bank in duplicate, in accordance with the terms of the Agreement. After entering into the Agreement and ordering the Banking Service "SETTLEMENT SERVICES FOR ALLOCATION OF FUNDS" and connecting the Client to the Online Banking System, the Bank, in accordance with the procedure provided for in this Section of the Agreement, the Bank's internal documents, payment system rules and requirements of the Legislation, carries out the settlement and cash servicing of the Client by distributing the amounts of payments in national and / or foreign currency, which do not contradict the Legislation, to the Current / Card accounts of the Beneficiaries on the basis of Consolidated Statement received from the Client or the Authorized person, in the order provided by this section of the Agreement.

4.2.1.1. The procedure for using the Current / Card Account of the Beneficiary in conducting transactions is regulated by the Law and the Agreement with the Beneficiary.

4.2.1.2. To debit Payments on Current / Card Accounts of the Beneficiaries, Client:

- from his current account transfers via payment order (SWIFT transfer) the amount in foreign currency to the Transit Bank Account for the subsequent debit of Payments to Current / Card Accounts of Beneficiaries and the amount of remuneration of the Bank (commission) for the Settlement and cash servicing under the Agreement in the amount and according to the procedure established by clause 4.2.1.5 of the Agreement.

- the Parties may agree on the possibility of conducting Payments in national currency, the terms of which are defined in the Application (individual conditions).

- no later than 2 Banking Days from the day the funds are transferred to the Transit Bank Account, the Bank shall provide the Consolidated Statement electronically generated (i) in accordance with the form given in the Application. Certified by the Electronic Signature (s) of the Authorized person specified in the Application, the Consolidated Statement is sent by the Client to the Bank through the Client-Bank System in the format MS-Excel file with the activated macros "Insert", "Delete", "Export", "Settings". When creating a file to add or remove a line with information about new Beneficiaries, the Client uses the program macros "Paste", "Delete". Files with a different structure or formed not according to the specified algorithm will not be processed by the Bank.

Note 1: In case of failure of the Online Banking System (for the period of repair of the Online Banking System), the Client is entitled to provide the Consolidated Statement in paper form, certified by the signature of the Authorized Person indicated in the Application and the seal of the Client (for necessity).

Note 2: In the event of a change in the composition of the Authorized Persons, the Client undertakes to make changes in the signatures of the Authorized Persons, which are approved by the Parties in the Application, in advance.

Note 3: Client is responsible for the correctness of the data specified in the Consolidated Statement and for the payment of taxes from the amount of Payments to the Beneficiaries in accordance with the Legislation, if the Client is a tax agent in accordance with the Legislation. In case of providing the Client with the Consolidated Statement in a form which does not conform to the specimen in the Application, the Bank does not transfer the Payments to Current / Card Accounts of the Beneficiaries until the moment of receipt of the corrected Consolidated Statement.

4.2.1.3. The Bank ensures that Payments are credited to the Beneficiary's Current / Card Accounts within 5 Banking Days from the moment the Consolidated Statement (or Consolidated Statements in paper form in accordance with the Note to clause 4.2.1.2 of the Agreement) is received, the Client's advance payment, including the amount of remuneration to the Bank (commission) to the Transit Bank Account in accordance with the requirements of clause 4.2.1.2 of the Agreement.

4.2.1.4. The Client shall transfer funds to the Transit Bank Account from abroad in accordance with this Section of the Agreement and the Legislation. When transferring the SWIFT transfer should indicate the purpose of the payment, the sample of which is enclosed in the Application.

4.2.1.5. The amount of the remuneration of the Bank (commission) for the Settlement and Cash Service under the Agreement is the respective percentage (%), the amount of which is determined by the Parties in the Application and is calculated from the total amount of cash (Payments) transferred by the Client to the Transit Bank account for transferring to Current / Card Accounts of Beneficiaries, but not less than amounts the Parties specified in the Statement. The amount of the Bank remuneration (commission) is included in the total amount of cash transferred by the Client to the Transit Bank Account and is indicated in the Consolidated Statement. The Bank counts the amount of remuneration (commission) for the Settlement and cash servicing under the Agreement each time cash is received after the Distribution of Payments to the Current / Card Accounts of the Beneficiaries according to the Consolidated Statement.

4.2.1.6. The Bank repaid to the Client in full with the date of the currency plus two Banking Days from the date of writing off funds from the Transit Bank Account without the retention of commission for return in the following cases:

1) if to the moment of receipt of the Consolidated Statement from the Client to the Bank through the correspondent bank of the Bank the SWIFT message is received in the format SWIFT MT199 on withdrawal of funds;

2) if within 2 Banking Days from the moment of Consolidated Statement receipt from the Client to the Bank, the Bank has detected discrepancies in the details of the Beneficiaries indicated in the Consolidated Statement with the data in the Bank's systems (information on the details of the Beneficiaries owned by the Bank in connection with the conclusion of the Agreement with the Beneficiary) and / or the amount of revenues for the Transit Bank Account does not coincide with the Consolidated Statement amount and if within 2 Banking Days from the moment of receipt of the Consolidated Statement the Client does not send the corrected Consolidated Statement to the Bank, the Bank refunds the amount revenues to the Transit Bank Account.

4.2.2. RIGHTS, DUTIES, RESPONSIBILITIES OF THE PARTIES.

4.2.2.1. Bank is obligated:

4.2.2.1.1. At the written request of the Client, provide electronically the numbers of Current / Card Accounts of Beneficiaries for forming the Consolidated Statement, taking into account the provisions of clause 5.5.2.1 of the Agreement.

4.2.2.1.2. Upon signing the Application and concluding the Agreement before the first transfer of funds to Current / Card accounts, provide the Client with an electronic Consolidated Statement form in accordance with the form contained in the Application, which shall contain full information regarding the Beneficiaries and their Current Account numbers.

4.2.2.1.3. To open the Transit account of the Bank in order to credit the total amount of cash (Payments) received from the Client with the appointment of payment, the form of which is indicated in the Application, for further distribution of payments to the Beneficiaries on their Current / Card accounts.

4.2.2.1.4. Carry out:

- crediting of the total amount of cash received from the Client to the Transit Bank account;
- distribution of Payments to Beneficiaries on their Current / Card Accounts;
- crediting of Payments to Current / Card accounts of Beneficiaries in accordance with the procedure provided by this section of the Agreement in accordance with the Consolidated Statement and provided to the Bank by the Client through the Online Banking System or on paper, in cases specified in this Section of the Agreement.

4.2.2.1.5. Not to disclose to third parties information about the Client, which is banking secrecy, except in cases stipulated by the Agreement and the Legislation.

4.2.2.1.6. Comply with the conditions specified by the Agreement and the Legislation.

4.2.2.2. Client is obligated:

4.2.2.2.1. Comply with the conditions and procedure for obtaining the Banking Services specified in clause 4.2.1. (with sub-clauses) of the Agreement.

4.2.2.2.2. The Client informs the Beneficiary that the fulfilment of all obligations of the Beneficiary to the Bank is carried out at the expense of the Beneficiary.

4.2.2.2.3. The Client guarantees the non disclosure of information that constitutes banking secrecy with respect to the Beneficiaries to third parties and ensures the provision of the Bank with the consent of the Beneficiary to provide information about the Beneficiaries of the Bank to the Client for the fulfilment of the conditions of this Section of the Agreement.

4.2.2.2.4. Submit on request of the Bank documents which are necessary for the Bank to carry out currency control and financial monitoring.

4.2.2.2.5. Comply with the conditions specified by the Agreement and the Legislation

4.2.2.3. Rights of the Client

4.2.2.3.1. Determine the list of Beneficiaries to be included in the Consolidated Statement.

4.2.2.3.2. Determine the amount of Payments to be made by the Bank on the Current / Card Banks of the Beneficiaries .

4.2.2.3.3. Receive consultations regarding the use of the Banking Service, the procedure for the fulfilment of the terms of the Agreement.

4.2.2.3.4. In case of a desire to stop using the Banking Service "SETTLEMENT SERVICES FOR ALLOCATION OF FUNDS", inform the Bank about it in writing within 14 calendar days before the scheduled date of termination, by concluding the Bank Application for refusal to receive the Banking Service.

4.2.2.3.5. The Client has the rights stipulated by the Law.

4.2.2.4. Rights of the Bank

4.2.2.4.1. Not to credit Current / Card accounts of Beneficiaries in case of non-compliance of the amount of funds specified by the Client in the Consolidated Statement and the amount actually transferred by the Client until the circumstances of such inconsistency are clarified.

4.2.2.4.2. To amend the Agreement in the order and manner specified by the Parties in section 5.10 of the Agreement.

4.2.2.4.3. In cases of violation by the Client of the requirements of the Law or the terms of the Agreement, the Bank has the right to terminate the settlement and cash servicing in accordance with the provisions of this section of the Agreement in order to eliminate the said violations by the Client.

4.2.2.4.4. The Bank, in accordance with the Law, has the right to demand from the Client the documents necessary for the Bank to carry out currency control and financial monitoring.

4.2.2.5. Responsibilities of the Parties.

4.2.2.5.1. The Bank is not liable for damages caused by the incompleteness and / or unreliability of information that the Client has provided to the Bank in the Consolidated Statement, as well as in the event of failure of the NBU Electronic Payment Systems, interruptions and fluctuations in the supply of electricity, etc. , so, if such circumstances result in the objective impossibility for the Bank to fulfil its obligations under the Agreement.

4.2.2.5.2. The Client is responsible for the compliance of the Payments indicated in the Consolidated Statement and the amount actually transferred to the Bank to be credited to the Current / Card Accounts of Beneficiaries, as well as for the accuracy and completeness of the information provided to the Bank in the Consolidated Statement;

4.2.2.5.3. The Bank is responsible for the unlawful disclosure and / or use of information about the Client, which is banking secrecy, in accordance with the Legislation.

4.2.2.5.4. The Parties are liable for non-fulfilment or improper fulfilment of their obligations under the Agreement in accordance with the requirements of the Legislation.

4.2.3. TERMS OF BANKING SERVICE. The Bank provides the Banking Service specified in this Section of the Agreement from the moment the Parties make an Application for the provision of Banking Services before the Parties make an Application for refusing to receive Banking Services, but in any case, before fulfilment by the Parties of their obligations under the Agreement in full or until the termination of the Agreement in cases stipulated by the Agreement and / or by the Law.

5. MISCELLANEOUS

5.1. DIRECT DEBIT TRANSFER

5.1.1. In accordance with Art. 26 of the Law of Ukraine "On payment systems and transfer of funds in Ukraine" and / or the provisions of clause 6.6. Chapter 6 of the Instruction on cashless settlements in Ukraine in national currency, approved by the Resolution of the Board of the National Bank of Ukraine No. 22 of January 21, 2004, and / or clause 1.5. of Regulation on the procedure for execution by banks of documents for transfer, compulsory write-off and arrest of funds in foreign currencies and bank metals, approved by the decision of the Board of the National Bank of Ukraine No. 216 dated July 28, 2008, the Client entrusts the Bank with the obligation to effect the direct debit transfer of funds at the appropriate amount from any of his accounts opened with the Bank in the following cases:

5.1.1.1. for the transactions executed in accordance with the Agreement and the services rendered in the amounts stipulated by the Tariffs of the Bank at the time of payment of the Client's debt obligations to the Bank (both overdue payments and payments which terms of payment matured)

under any contracts entered into between them and the Bank, including (but not exclusively) under the Agreement, loan agreements, security contracts, insurance contracts (write-off by the Bank of the amount of insurance remuneration received by the Client under the insurance contracts under which the Bank acts as the beneficiary), etc., and gives the right of the Bank through the direct debit transfer from the account to receive the amount necessary for the full performance of the obligations under the Agreement and the above-mentioned agreements and for the return of the mistakenly credited funds. The right to direct debit transfer is considered to have passed to the Bank on the day following the day when the obligation under the Agreement or agreement concluded by the Client with the Bank and / or counterparties should be fulfilled by the Client in accordance with its terms.

Disclaimer 1: The frequency of write-offs of the remuneration of the Bank for transactions performed in accordance with the Agreement and the services rendered (simultaneously with the transaction, monthly, quarterly, etc.) is set by the Bank on its own.

Disclaimer 2: When the Bank proceeds with the direct debit transfer of monetary funds in a currency other than the currency of the Debt obligations, the Client hereby instructs and renders the Bank with all necessary powers for this purpose, namely, but not limited to: on behalf and at the expense of the Client to make non-cash purchase / sale / currency exchange at the rate determined by the Bank independently, at the same time such rate may not be greater / less than the purchase / sale / exchange rate valid on the day of the direct debit transfer on the cash office of the Bank. For each such direct debit transfer by the Bank of cash in a currency other than the currency of the debt obligations, the Client is obliged to pay to the Bank a settlement service fee for settlement services in the amount determined by the Bank's Tariffs and calculated from the amount of cash written off by the Bank.

5.1.1.2. in case of transfer to the Client's account of the amount of the transfer and receipt from the bank serving the person from whose account such transfer was made, the notification of the false or unauthorized transfer (hereinafter - **Bank notice**), the Client gives the Bank the power of attorney (right) to make a direct debit transfer the corresponding amount of money (indicated in the Bank's notification) from any Client's account and transfer it to the account specified in the Bank notice. Such an order shall be executed by the Bank not earlier than the date of receipt of the Bank notice. At the same time, the Bank, on its own and at its own discretion, makes a decision to execute the said order on a direct debit transfer;

5.1.1.3. in case of transfer to the Client's account of the transfer from an account opened by the Bank to another client (hereinafter - **Unfair Payer**) and the receipt of written confirmation from such an Unfair Payer of the absence of an initiative from his side in the execution of the said transfer (hereinafter - **Customer Confirmation**), the Client gives the Bank an instruction (right) to make a direct debit transfer of the corresponding amount of money (indicated in the Customer Confirmation) from the Customer's account and transfer it to the account of the Unpaid Payer. Such an order shall be executed by the Bank not earlier than the date of receipt of the Customer Confirmation. At the same time, the Bank, on its own and at its own discretion, makes a decision to execute the said order on a direct debit transfer;

5.1.1.4. in the case of application to the Bank by the controlling bodies (tax authorities) of penalties for non-payment by the Client of the personal income tax - in the amount of such penalties, as compensation by the Client of losses incurred by the Bank;

5.1.1.5. the amount of overdue debts on the basis of the order on compulsory payment of a debt obligation;

5.1.1.6. amount of funds in case of non-compliance of the operation performed by the mode of operation of the account of the Client and the return of these funds to the payer;

5.1.1.7. amount of funds in order to fulfil the payment requirements of payers (beneficiaries), which in contracts with the Client provides the right of direct debit transfer from the account of the Client;

Disclaimer: Such an order is subject to execution by the Bank, provided the payer (beneficiary) provides the contract (s) to the Bank envisaging the right of the payer (beneficiary) on the direct debit transfer of the Client's account (hereinafter - **Confirmatory documents**), as well as the receipts to the Bank of the payment requirements of the payer (beneficiary), issued in accordance with the requirements of the Legislation and in an amount equal to the amount of liabilities of the Client under Confirmatory documents, the term of which matured;

5.1.1.8. in other cases, determined by the legislation.

Disclaimer: The settlement documents issued by the Bank for direct debit transfer shall have priority over the order of their receipt to the Bank prior to any other settlement documents of the Client and / or payers (beneficiaries) provided to the Bank.

5.1.2. The Client authorizes the Bank to debit any account opened in the Bank, the amount mistakenly transferred to the Client (for which the Client is an inappropriate recipient) - in case if the Client has not returned such unduly received amount within 3 business days from the date of receipt of the corresponding request.

5.2. AFFIRMATIONS AND GUARANTEES OF THE CLIENT

5.2.1 By the conclusion of the Agreement the Client (which is a legal entity) guarantees:

- that all provisions of the Agreement are understandable to him and he agrees with them;
- The Client is a duly registered and truly legal entity under the law of the country of registration of the Client and has the full legal capacity to engage in legal relations with non-residents, including with legal entities established under the legislation of Ukraine;
- The Client has all the authority to enter into Agreement foreseen by the applicable law of the Client's registration country and the constituent documents of the Client;
- representatives of the Client (Authorized persons / Trustees) signing the Application have all necessary powers in accordance with the current legislation of the country of registration of the Client, the Client's constituent documents in order to represent the Client and enter into the Agreement on his behalf by signing the Application;
- no prior / further approvals / confirmations / etc. are required in accordance with the Custodian's constituent documents and the law of the country of registration of the Client for the conclusion and implementation of the Agreement;
- there are no restrictions on the conclusion by the Client (signing by the representatives of the Client - Authorized persons / Trustees) of the Agreement;
- there are no other documents (including, but not limited to: rules, procedures, regulations, internal local regulations) that in some way limit the competence and / or terms of authority of the representatives of the Client (Authorized persons / Trustees) signing the Applications which are integral parts of the Agreement.

5.3. CONFIDENTIALITY. BANK SECRECY

5.3.1. The Parties undertake to maintain confidentiality, in accordance with the legislation, with regard to the content of the Agreement, as well as any information and data provided to each of the Parties in connection with the implementation of the Agreement. The Parties undertake to store and not to disclose information that contains the bank secrets obtained under the terms of the Agreement. If, in the event of improper storage and

/ or disclosure of the information specified in this paragraph, the Party of the Agreement is damaged, then the fault Party shall be obliged to compensate such damage in accordance with the Legislation.

5.3.2. The Client understands that the Bank is obligated to disclose information constituting bank secrecy on the request of the state authorities in cases and in the manner prescribed by the Legislation. No obligations of the Bank in connection with the preservation of bank secrecy and confidential information set forth in the Agreement or in other agreements (agreements, protocols, letters) of the Client with the Bank shall not be applicable to cases when the Bank is compelled to disclose such information to third parties at its own discretion to protect own interests.

5.3.3. The Bank is part of the OTP Group, which includes OTP Bank (Hungary), its local and foreign subsidiaries and their subsidiaries (OTP Group). OTP Group companies are constantly exchanging information through a common information system which task is to minimize the risk of the group as a whole. The Client authorizes the receipt, use and disclosure of information inside the OTP Group relating directly to the Client (for risk assessment) that became known to the Bank in connection with business relations with the Client. This authorization applies to the Bank, other members of the OTP Group in Hungary and abroad, which are organized and operate as a single bank, to international payment systems and banking associations. This authorization removes any Client's claims regarding the Bank's non-disclosure of bank secrecy provisions that exist according to the Legislation.

5.3.4. By signing the Application for Banking Services, the Client gives permission to transfer information about him, which constitutes banking secrecy, to institutions, organizations, state authorities, state registrars, third parties who according to the Legislation are entitled to such information or which are with the Bank in contractual relations and / or concluded with the Bank an agreement on the non-disclosure of confidential information, including, but not exclusively, rating agencies, audit firms that will carry out the verification/rating of the Bank, to any natural or legal person with a view to realizing the rights of the Bank as a creditor, auto importer, dealer, in case of necessity to protect the rights and interests of the Bank, including those which will provide the Bank with services for collection of arrears under the Agreement, foreclosure of property and for the implementation of other actions related to the realization of rights of the Bank under the Agreement, insurance companies and insurance intermediaries, in case of the conclusion by the Client of an insurance contract with the insurance company in the name of, in the interests and on behalf of which the Bank operates; other physical and legal persons in order to comply with the requirements of the Legislation, the Agreement and other agreements concluded by the Bank, including for the purpose of ensuring the implementation of tax relations and relations in the areas of accounting, financial services, banking institutions, correspondent banks, lawyers, companies carrying out property valuation, banking associations, Client's guarantors, as well as persons who are with the Client in family, labor relations, private individuals / legal entities and organizations to ensure the performance of their functions or provision of services to the Bank in accordance with the agreements concluded between such persons (organizations) and the Bank, including the assignment of the right to claim the Client, provided that the functions and / or services stipulated by the contracts concern the activities of the Bank which it carries out accordingly to the Law, in particular but not exclusively, postal service, sending messages to a mobile and / or landline phone, to any natural or legal person in the event of the concession (transfer) by the Bank of its rights in respect of to third parties and / or in the event of the Bank's intention to make such a concession (transfer) to its actual implementation, to international payment systems and / or members of the international payment system for the purpose of exchanging information about the methods of committing fraudulent acts.

5.4. PROTECTION OF PERSONAL DATA

5.4.1. I, the Owner of Personal Data *, has been notified of the purpose of processing by the Bank of my personal data (any information about an individual, including, but not limited to, information on the surname, name, patronymic, information given in the passport (or in another identity document), registration number of taxpayer's registration card, citizenship, place of residence or stay, place of work, position, contact phone / fax number, e-mail address, etc., hereafter - Personal data), namely: realization by the Bank of its financial and economic activities, offering and / or providing a full range of services by the Bank and / or third parties (persons with whom the Bank is in contractual relations and / or members of the OTP Group, hereinafter referred to as Third Parties), including through direct contacts with the Owner of personal data using means of communication, protection of the Bank by its rights and interests.

By signing the Application, the Owner of the Personal Data provides the Bank with its unambiguous consent for the transfer (distribution), including transfrontier, of Personal Data to Third Parties, modification, destruction of Personal Data or restriction of access to it in accordance with the requirements of the Law of Ukraine "On Protection of Personal Data" (hereinafter - the Law) and without the need to provide the Owner with personal data in writing about the implementation of these actions.

By signing the Application for the Banking Service, the Owner of the Personal Data confirmed that at the moment of collecting Personal Data, the Bank informed him on the owner of the Personal Data, the composition and content of the collected Personal Data, the rights provided by the Law, the purpose of collecting his Personal Data and persons to which the personal data is transmitted.

* The owner of personal data - Authorized person / Trustee / Client.

5.4.2. The owner of personal data confirms (guarantees) that the Personal data of individuals, which are transferred to the Bank, is carried out with the consent of such individuals who have been notified of the information specified in Part 2 of Article 12 of the Law.

By entering into the Agreement, the Client confirms the consent of the individuals whose Personal Data is transferred to the Bank on behalf of the Client to provide the Bank with services to the Client (hereinafter - Other Owners of Personal Data) for the transfer by the Client to the Bank and processing by the Bank of Personal Data of Other Owners of Personal Data for the purpose specified in clause 5.4.1 of the Agreement, as well as the fact that Other Owners of Personal Data have been notified in writing with their rights as provided for by the Law, for the purpose of handling Personal Data, information on persons to whom the Personal Data is transferred.

5.5. NOTIFICATIONS

5.5.1. The Bank's communications concerning the Bank's Clients and containing no information constituting bank secrecy or confidential information of the Client may be sent by the Bank by posting such notice to the Bank's branch and / or to the Bank's Official Website. The Client undertakes to independently familiarize himself with the Bank's messages placed at the Bank's branch and / or on the Bank's Official Website, but not less than once a month.

Other messages sent by one Party to another (hereinafter referred to as Notification) must be made in writing and will be deemed to be duly sent if they are sent by post (registered mail, a letter with a declared value with an attachment description or other letter, delivery which can be documented), delivered personally by one of the Parties to the other Party or by courier delivery on the addresses indicated by the Parties in the Application, unless otherwise specified by the Agreement.

The Notification of one Party is deemed to have been received by the other Party on the day before:

- the day indicated on the receipt or other document stamped by the post office or courier service received by the sender of the Notification on delivery of the Notification;
- the day of return to the sender of the Notification sent by him in connection with (i) the absence of the Client at the address indicated in the Application; (ii) the refusal to receive the Notification; (iii) the expiration of the specified period of storage of the Notification at the postal operator facility;
- the day indicated by the authorized person of the recipient on the copy of the Notification or other document, in case of delivery of the Notification personally;

Notifications delivered by telegraph, teletype, telefax, fax, unless otherwise agreed between the Parties, are preliminary and should be forwarded in accordance with the requirements of this paragraph..

5.5.2. By signing by the Client of the Application, the latter grants the Bank the right to distribute via the electronic and postal addresses of the Client or by sending SMS-messages under the requisites communicated by the Bank to the Client, informational messages without any additional advance notification by the Bank of such distribution, including involving third parties. Such communications may include any information relevant to or related to the Agreement, or not relating to the Agreement, including, but not limited to, the conduct of shares, the introduction by the Bank of new services or products, as well as information about third party services related to the services and products of the Bank, etc. The Bank is not responsible for the risks associated with sending information through the above communication channels, including if the information sent can become known to third parties.

5.5.2.1. The Parties agreed that the transmission of information by means of telephone and / or electronic communications does not provide full protection against unauthorized access of third parties. The Bank is not responsible for the distortion (unreliability) of the data transmitted by means of communication of information.

5.5.3. The Client agrees that the Bank has the right to call him, send information about the term of execution and the amount of his obligations to the Bank, accrual, performance / improper performance of the Client's obligations under the Agreement, other information and communications related / provided by the Agreement, as well as commercial offers of the Bank and advertising materials by means of postal means and letters of appeal, electronic communications, SMS-messages, etc. to addresses / telephone numbers, e-mail addresses. In this case, the Client bears all the risks associated with the fact that the information sent by the Bank will be made available to third parties. At the same time, timely delivery of SMS-messages can not be guaranteed by the Bank, since it depends on several factors, such as: traffic in the mobile network, the location of the mobile phone of the Client within reach, in roaming, or whether the Client's mobile phone is enabled. The Bank is not a mobile operator, and therefore can not guarantee the delivery of SMS-messages. The Bank makes every effort to facilitate the rapid elimination of failures in the work of SMS-informing services.

5.5.4. Client acknowledges that the delivery of an SMS-message at any time can be adversely affected by problems with the mobile network, force majeure circumstances, including without limitation of interference with the network coverage area. The Bank is not liable to the Client for any loss, damage or expense incurred by the Client directly or indirectly as a result of any difficulties encountered by the Client's mobile communication service provider.

5.6. FORCE MAJOR

5.6.1. The Parties shall be released from liability for partial or complete non-fulfilment of their obligations under the Agreement in the event of occurrence and force of force majeure circumstances beyond the control of the Parties and which the Parties could not foresee or which could not be prevented. In this context, circumstances of force majeure mean: a) natural disaster (fire, explosion, flood, earthquake), b) war (declared or not), occupation, civil war, acts of civil disobedience, insurrection, natural and unnatural disasters, and other circumstances, unforeseen and beyond the control of the Bank, c) the actions, requirements or restrictions imposed on the Bank by the Government of Ukraine or other third parties, including the Government's restrictions on access to accounts, foreign exchange or banking legislation, or its interpretation within those limits in which they can prevent the Bank in carrying out its duties.

5.6.2. The Party shall not be released from liability for late fulfilment of obligations, if the circumstances of force majeure, as defined in clause 5.6.1 of the Agreement, occurred during the period of delay of performance of the Debt obligations.

5.6.3. The Party is obliged to inform the other Party of the occurrence and termination of the force majeure circumstances, with the confirmation of the Ukrainian Chamber of Commerce and Industry, within 3 working days from the date of onset or termination of their validity. Failure to comply with the time limits for notification of the occurrence of force majeure circumstances deprives the Party of the right to invoke such circumstances as a ground for exemption from liability.

5.6.4. In case of occurrence of the circumstances specified in clause 5.6.1 of the Agreement, the term of fulfilment of obligations is prolonged for the term of such circumstances, but not more than for one month.

5.6.5. If the circumstances specified in clause 5.6.1 of the Agreement take effect more than 1 month, the Client is obliged to repay the debt under the Agreement within 5 working days from the expiration of the term specified in clause 5.6.1 of the Agreement.

Disclaimer: The Parties agreed that the Bank shall notify the Client in writing on the occurrence of force majeure circumstances by placing relevant information in the operating rooms of the Bank's institutions and on the Bank's Official Website in the Internet at www.otpbank.com.ua.

5.7. SETTLEMENT OF DISPUTES

5.7.1. Any disputes, disagreements, claims or demands arising out of the Agreement shall be considered through negotiation, and in case of failure to reach agreement, in the judicial authorities and in the manner prescribed by the Legislation.

5.7.2. The Agreement is governed by the law of Ukraine.

5.8. FATCA

5.8.1. In the event that the Client has tax liabilities to the USA (US tax resident), the Client gives Bank expressly consent to the Bank's transmission of information about the Client, any Client's account containing bank secrecy and personal data (information about an individual or information, including the following: surname, first name, patronymic, date of birth, US tax number, address, etc.), to the USA Internal Revenue Service, in the circumstances and in cases stipulated by the Laws of the United States of America – Foreign Account Tax Compliance Act (hereinafter - FATCA). Client confirms the consent of individuals for the Bank to transmit their personal data to the US Internal Revenue Service.

In case of transfer to the Client's account of funds originating from the United States, the Client shall provide the Bank with the right to carry out a direct debit transfer of 30% of the payment amount and transfer it to the US Internal Revenue Service, provided that the Client has refused to notify the Bank of the availability of his tax status, or if the Client is a financial institution that fails to comply with the FATCA.

The Client is obliged to inform the Bank of acquiring / changing the status of the tax resident of the United States and provide the Bank with relevant supporting documents within 15 working days from the date such changes occur.

When executing the Client's instructions for transferring funds from the Client's account, the Bank shall not be liable to the Client, his counteragents for any retention, restriction, blocking of funds by correspondent banks, including if such consequences are related to the compliance of the correspondent bank with FATCA requirements, as well as any related losses and expenses.

5.9. PREVENTION OF LEGALIZATION (LAUNDERING) OF PROCEEDS OF CRIME

5.9.1. The Client is obliged to provide, at the Bank's request (written or oral), information and documents which the Bank has the right to request from the Client in accordance with the Law of Ukraine "On prevention and counteraction to legalization (laundering) of the proceeds from crime, terrorist financing and financing of the proliferation of weapons of mass destruction", in the term not later than 3 working days from the day when the Client received such request from the Bank.

5.9.2. The Bank has the right to unilaterally terminate the Agreement and / or refuse (terminate, suspend) the provision to the Client of the Banking Services, including, but not limited to, the execution of settlement and cash transactions in cases stipulated by the Legislation and / or the Agreement:

- if there are facts indicating a violation by the Client of the Legislation, banking rules;
- in case of doubt in the validity of settlement and cash documents and the legality of operations;
- in case of refusal to provide, not providing the Client with the information specified in the written request of the Bank for information or documents which the Bank has the right to demand or the intentional submission of false information about himself necessary for the determination of his person, the inconsistency of conducting a financial transaction with the essence of the Client's activities, its financial condition, as well as in the event that such an operation contains the features of an operation subject to financial monitoring in accordance with the Law of Ukraine "On prevention and counteraction to legalization (laundering) of the proceeds from crime, terrorist financing and financing of the proliferation of weapons of mass destruction."

The Client understands and agrees that the Bank is the subject of initial financial monitoring and is obliged to provide to the relevant authorized state body information on financial transactions of the Client subject to financial monitoring and to carry out other actions stipulated by the legislation related to the monitoring of Client's financial operations, including the refusal to perform the servicing of the Client and / or in the performance of a financial transaction of the Client, if the Bank, at its own discretion, has suspected that such an operation will contain the signs that are legally subject to financial monitoring and / or violate the Legislation on combating the legalization of proceeds from crime. In such cases, the Bank shall be released from liability (including the payment of penalties and losses) for the refusal to service and / or execute the relevant financial transaction of the Client.

5.10. AMENDMENT AND TERMINATION OF AGREEMENT

5.10.1. The Client has the right to terminate the Agreement ahead of schedule or terminate the Agreement in the part of providing the Banking Service by filing an appropriate Application for refusal to receive the Banking Service, from which the Client intends to cancel, **no later than 14 calendar days** prior to the date of such termination, unless otherwise provided the provisions of the relevant sections of the Agreement, which regulate the procedure and conditions for the provision of a separate Banking service. However, at the time of the termination of the Agreement or until the Bank refuses to do so, the Client is obliged to pay the Debt obligations under the Agreement or an arrears with the Bank which could arise during the provision of the Banking Service which the Client refuses.

5.10.2. The Bank has the right to terminate the Agreement ahead of schedule or terminate the Agreement in terms of providing the Banking Service by notifying the Client **not later than 14 calendar days** prior to the scheduled date of termination of the Agreement and / or termination of the Banking Service, unless otherwise provided by the provisions of the relevant Sections of the Agreement that regulate the procedure and terms of providing separate Banking Services. Upon receipt of a notification of the Bank's intention to terminate the Agreement or terminate the Agreement in connection with the provision of the Banking Service, until the termination of the Agreement or termination of the provision of the Banking Service, the Client is obliged to pay any debts to the Bank which could have arisen during the term of the Agreement or with the consent of Bank in the part of Banking Service, which is terminated to be provided to the Client.

5.10.3. In connection with changes in the Banking Services situation and the inflationary processes taking place in Ukraine, the Bank has the right to unilaterally amend, in accordance with Article 651 of the Civil Code of Ukraine, the terms of the Agreement, Tariffs of the Bank / Tariff Packages, informing the Client of such changes **not later than 7 calendar days** before their introduction.

5.10.4. The parties have reached agreement on all essential terms of the Agreement. Any proposals made by the Bank to the Client to change the terms of the Agreement, including changes to the essential terms of the Agreement, the Bank's Tariffs, shall be made within the time limits specified in clause 5.10.3. Of the Treaty. The Bank shall send to the Client a notice, by posting changes and / or additions or revisions of the Agreement, the Bank's Tariffs on the Official Website of the Bank not later than 7 calendar days before the date of entry into force of changes and / or additions or revisions of the Agreement, the Tariffs of the Bank. The parties have agreed that the date of posting by the Bank of changes and / or additions or revisions of the Agreement, the Bank's Tariffs on the Bank's Official Website, is the date of the Bank sending such notification to the Client.

5.10.4. Other notification of the Bank may be provided to the Client by placing advertisements in the national media and / or on the Official Website of the Bank and / or in the Statement and / or at the information stands at the Bank's institutions and / or through the Online Banking System and / or otherwise, at the Bank's discretion.

5.10.5. In case of disagreement with the amendments to the Agreement and / or Tariffs of the Bank / Tariff Package, the Client has the right to terminate the Agreement ahead of schedule or to refuse to receive the Banking Service without paying an additional commission for its termination, having prepaid all the arrears under the Agreement. Otherwise, such changes shall be deemed accepted by the Client, unless, before the date on which they are applied, the Client will not notify the Bank of the termination of the Agreement or the refusal of the Banking Service.

5.10.6. The Client undertakes to independently monitor the availability / absence of proposals to the Bank regarding amendments to the Agreement and / or to the Bank's Tariffs, by checking the receipt of messages through the Online Banking System, electronic or other technical communications, information access placed in public places for clients at the Bank's institutions, as well as by visiting the Bank's Official Website.