

**AGREEMENT ON OPENING ACCOUNTS, CASH AND SETTLEMENT SERVICES AND PROVISION OF OTHER BANKING SERVICES FOR RESIDENT LEGAL ENTITIES (INCLUDING THEIR SEPARATE SUBDIVISIONS WHICH ARE NOT SEPARATE LEGAL ENTITIES), NON-RESIDENT LEGAL ENTITIES (NON-RESIDENT INVESTORS), FOREIGN REPRESENTATIVES, INDIVIDUALS-ENTREPRENEURS, AS WELL AS FOR THE PROVISION OF SUCH ACTIVITIES AS PRODUCTION COOPERATION, CO-PRODUCTION AND OTHER TYPES OF JOINT VENTURES CARRIED OUT ON THE BASIS OF AGREEMENTS (CONTRACTS) WITHOUT THE FORMATION OF A LEGAL ENTITY (PUBLIC)**

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<b>1. DEFINITION OF TERMS AND CONCEPTS.</b>	
<b>Bank</b>	JOINT STOCK COMPANY "OTP BANK".
<b>Banking Day</b>	the day during which banking institutions in Kyiv city and, in particular, the Bank are open and carry out operations servicing clients.
<b>Banking Service</b>	all and/or any of the Banking services/operations, ordered by the Client and provided by the Bank to the Client according to this Agreement and Application.
<b>Debt Obligations</b>	all and/or each of the monetary and/or non-monetary obligations of the Client under this Agreement and/or in connection with this Agreement.
<b>Failure to fulfil Terms of Agreement</b>	fact(s) / circumstance(s) / condition(s) of non-performance and/or improper performance by the Client of provisions of this Agreement, document(s) / transaction(s) referred to in this Agreement.
<b>Agreement</b>	this is Agreement on opening accounts, cash and settlement services and provision of other banking services for resident legal entities (including their separate subdivisions which are not separate legal entities), non-resident legal entities (non-resident investors), foreign representatives, individuals-entrepreneurs, as well as for the provision of such activities as production cooperation, co-production and other types of joint ventures carried out on the basis of agreements (contracts) without the formation of a legal entity (public), which regulates the procedure for provision of Banking Services. The Agreement is published on Bank's Official Website.
<b>Information Centre</b>	this is Information Support Centre and its contact telephones are published on Bank's Official Website.
<b>Contractual debit</b>	Bank debiting funds from any account of the Client with no payment order preliminary submitted by the Client, Bank executes such debiting in accordance with the procedure specified in Clause 6 of this Agreement.
<b>Legislation</b>	current legislation of Ukraine.
<b>Application</b>	both jointly and separately, each Banking Services Application, the Application for changing Banking Services terms, Application for the Guaranteed Payment Banking Service, Application for modification of the Guaranteed Payment Banking Service, Application for refusal of the Guaranteed Payment Banking Service, the Application for approving terms of "Regular Payments" Banking Service, Application for disclaimer of "Regular Payments" Banking Service, Application for conditions of Interest Accrual on the Balance, Application for disclaimer of interest accrual on the Balance. Each Application is an integral part of the Agreement.
<b>Application for Current Account opening</b>	both jointly and separately, each Application for Current Account opening in accordance with the form established by Law and/or Bank, which is submitted by the Client to the Bank for the purpose of opening Current Account/s.
<b>Application for Banking Services</b>	both jointly and separately, each Application for Banking Services in accordance with the form established by the Bank, submitted by the Client to the Bank in accordance with this Agreement, in order to receive the Banking Services as per the clause 5.1 and/or clause 5.2. and/or clause 5.5. of the Agreement, and agreed by the Bank in accordance to this Agreement.
<b>Application for changing Banking Services terms</b>	both jointly and separately, each Application for changing Banking Services terms, in accordance with the form established by the Bank, submitted by the Client to the Bank in accordance with this Agreement, for the purpose of changing terms and/or conditions of using a certain Banking Service as per the clause 5.1 and/or clause 5.2. and/or clause 5.5. of Agreement, and agreed by the Bank in accordance to this Agreement. Application for changing Banking Services terms shall be concluded by the Parties in accordance to the respective Banking Services Application.
<b>Application for the Guaranteed Payment Banking Service</b>	both jointly and separately, each Application for the Guaranteed Payment Banking Service in accordance with the form established by the Bank,

	submitted by the Client to the Bank in accordance with this Agreement, in order to receive the Banking Services as per the clause 5.6 of the Agreement
<b>Application for modification of the Guaranteed Payment Banking Service</b>	both jointly and separately, each Application for modification of the Guaranteed payment Banking Service, in accordance with the form established by the Bank, submitted by the Client to the Bank in accordance with this Agreement, for the purpose of changing conditions of using a Banking Service Guaranteed payment as per the clause 5.6 of this Agreement. Application for modification of the Guaranteed payment Banking Service shall be concluded by the Parties in accordance to the respective Application for the Guaranteed Payment Banking Service.
<b>Application for refusal of the Guaranteed Payment Banking Service</b>	both jointly and separately, each Application for refusal of the Guaranteed payment Banking Service, filled out in accordance with the form established by the Bank and submitted by the Client to the Bank in compliance with this Agreement, in order to disclaim of the Banking Service, in compliance with clause 5.6. of this Agreement.
<b>Application for approving the terms and conditions of "Regular Payments" Banking Service</b>	both jointly and separately, each Application for approving the terms and conditions of "Regular Payments" Banking, in accordance with the form established by the Bank, submitted by the Client to the Bank in accordance with this Agreement, in order to activate the Banking Service as per the clause 5.3. of this Agreement, or changing Banking Service terms, as per clause 5.3. of this Agreement.
<b>Application for conditions of interest accrual on the Balance</b>	both jointly and separately, each Application for conditions of interest accrual on the Balance according to Group Critical Interest Rate, Application for conditions of interest accrual on the Balance according to Critical Interest Rate, Application for conditions of interest accrual on the Balance according to Floating Interest Rate, and Application for conditions of interest accrual on the Balance according to Fixed Interest Rate, filled out in accordance with the form established by the Bank and concluded by the Parties in compliance with clause 5.4.2 of this Agreement, where Parties agree the terms of rendering the Banking Service, as per the clause 5.4 of this Agreement.
<b>Application for disclaimer of "Regular Payments" Banking Services</b>	both jointly and separately, each Application for disclaimer of "Regular Payments" Banking Services, filled out in accordance with the form established by the Bank and submitted by the Client to the Bank in compliance with this Agreement, in order to disclaim of the Banking Service, in compliance with clause 5.3. of this Agreement, regarding the corresponding Current Account.
<b>Application for disclaimer of interest accrual on the Balance</b>	both jointly and separately, each Application for disclaimer of Banking Service "Accrual and payment of interest on the Current Account Balance", filled out in accordance with the form established by the Bank and submitted by the Client to the Bank in compliance with clause 5.4.2. of this Agreement, in order to disclaim of the Banking Service, in compliance with clause 5.4. of this Agreement, regarding the corresponding Current Account.
<b>Client</b>	resident legal entity (including its separate subdivisions (subsidiaries, branches, representative offices, etc.), which are not separate legal entities); non-resident legal entity; individual-entrepreneur; trustee under a trust agreement; a participant who is authorized to represent the interests of other participants of the production cooperation, co-production and other types of joint ventures carried out on the basis of agreements (contracts) without the formation of a legal entity, other person, who concluded this Agreement or/and any other document with the Bank according to this Agreement.
<b>NBU</b>	National Bank of Ukraine.
<b>Transaction Day</b>	part of the Banking Day, during which the Bank accepts from clients documents for transfer and withdrawal and, is technical capabilities allow, processes them, transfers and executes. Bank individually determined the length of the Transaction Day in accordance with the Law which is further stipulated in Bank's internal documents. The Client is obliged to familiarize himself with the information regarding duration of the Transaction Day within the public areas at the Bank institutions or on the Bank's Official Website.
<b>Transaction Time</b>	part of the Bank Transaction day, during which the Bank accepts from clients the transaction documents, that have to be processed, transferred and executed by the Bank during the same Banking Day. Bank individually determines the length of the Transaction Time in accordance with the Law

	<p>which is further stipulated in Bank's internal documents. The Client is obliged to familiarize himself with the information regarding duration of the Transaction Time within the public areas at the Bank institutions or on the Bank's Official Website.</p> <p>Thus, on the eve of public holidays, determined by the Law, the Bank's Transaction Time for accepting transactions in national currency within the Client-Bank may be reduced, Bank shall additionally inform the Clients about such changes through the Systems Client- Bank and/or by publishing information in public areas within the Bank institutions.</p>
<b>Bank's Official Website</b>	<a href="http://www.otpbank.com.ua">www.otpbank.com.ua</a>
<b>List of Account Managers</b>	List of persons entitled to dispose of the Client's Current Accounts, prepared according to the form established by the Bank and submitted by the Client to the Bank in the manner stipulated by the internal documents of the Bank.
<b>Current Account</b>	<p>the current account opened by the Bank to the Client in virtue of this Agreement, Applications for Current Account Opening and the Law, including accounts with special mode of use, opened in the cases stipulated by the legislation of Ukraine or acts of the Cabinet of Ministers of Ukraine.</p> <p>The term "Current Account" also includes Client's current accounts opened by the Client at the Bank prior to the Banking Services Application and indicated in the Banking Services Application/Application for changing Banking Services terms.</p>
<b>Client-Bank system</b>	<p>an electronic banking system consisting of a set of software, hardware and organizational measures that, with the consent of the Client and the Bank, ensure the creation, storage and transmission of electronic documents for the execution of the current Agreement.</p> <p>The Client-Bank system includes the OTP Online electronic banking system, the Click OTPay electronic banking system or any other electronic banking system by means of which the Bank provides remote servicing of the Client under this Agreement and about which the Bank shall additionally inform the Client.</p>
<b>Standard Bank Service Fees</b>	Banking service Fees for the corporate clients, which determine the amount to be paid for Banking Services, provided by the Bank to the Client. Standard Bank Service Fees are published on the Bank's Official Website.
<b>Parties/Party</b>	Client and/or Bank.
<b>Bank Service Fees</b>	Standard Bank Service Fees and Fees Packages. Bank Service Fees are an integral part of the Agreement.
<b>Fees Package</b>	<p>system of Bank's commission fees for all or part of the Banking Services provided by the Bank to the Client pursuant to this Agreement, which Bank is offering depending on the Client's needs.</p> <p>The Fees Package is agreed by the Client and the Bank as it is provided in the clause 2.3.3. of this Agreement.</p>

*The capitalized terms used in this Agreement are defined and carry the same meanings in the Application, the current Agreement, and may be used both in singular and in plural.*

*The text of this Agreement, unless otherwise required by the context, section title are managed for convenience only and in no way shall affect the interpretation of this Agreement; the words used have the same meaning both in singular and in plural; references to the appendix, section, addendum or clause are the references to the relevant appendix, section, addendum or clause of the Agreement; a reference to a Party or any other person also including its successors, authorized cessionary and contractors; a reference to a third party includes any person(s), including any natural person and/or legal entity that is not a Party(s) of this Agreement.*

## **2. GENERAL PROVISIONS.**

2.1. According to the terms and conditions of this Agreement and Banking Services Application and/or Application for changing Banking Service terms and/or Application for the Guaranteed Payment Banking Service and/or Application for modification of the Guaranteed Payment Banking Service and/or the Application for approving the terms of "Regular Payments" Banking Service and/or Application for conditions of interest accrual on the Balance, the Bank shall provide the Client a respective Banking Service, and the Client shall accepts such Banking Service and undertakes to duly fulfil the obligations stipulated in this Agreement with respect to such Banking Service, including timely and full payment for the received Banking Services.

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

The quality of the Banking Services complies with the Bank's standards and the Law.

The list of Banking Services, provided under this Agreement, is defined in Section 5 of this Agreement. The Bank may amend/extend the list of Banking Services by means of amendments and/or annexes to this Agreement in the way, stipulated herewith.

The specific type of Banking Services to be provided by the Bank to the Client under this Agreement shall be indicated in the Banking Service Application and/or Application for changing Banking Services terms and/or Application for the Guaranteed Payment Banking Service and/or Application for modification of the Guaranteed Payment Banking Service and/or the Application for approving the terms and conditions of "Regular Payments" Banking Service and/or the Application for Conditions of interest accrual on the Balance.

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

This Agreement is not a Public agreement within the meaning of Article 633 of the Civil Code of Ukraine.

2.2. The Client's adherence to this Agreement shall be effected through signing the Banking Services Application and its approval by the Bank in the way, foreseen in the clause 2.6. of this Agreement.

2.3. The Bank provides Banking Services for a fee, payable by the Client in accordance with the procedure and terms, stipulated by this Agreement and according to the Bank's Fees.

2.3.1. Unless otherwise agreed by the Parties according to clause 2.3.3. of this Agreement, the Client shall pay Banking Services provided by the bank under this Agreement in the amount, envisaged in the Bank's Standard Fees, published on the Bank's Official Website.

Besides paying for the Bank services, the Client is also covering telecommunication, telegraph, courier and postal expenses. Such costs are payable by the Client with value added tax included.

All fees for services/transactions carried out by the Bank in the national currency are payable by the Client in UAH. All fees for services/transactions carried out by the Bank in a foreign currency are payable by the Client in UAH equivalent at the NBU rate valid for the day when the corresponding fee is paid.

2.3.2. According to clause 2.3.3. of this Agreement, the Parties may agree that the payment for all or part of the Banking Services provided under this Agreement may be carried out in the amounts, provided for in the relevant Fees Package. In this case, Banking Services fees, which are not specified in the Fees Package agreed by the Parties, is determined in accordance with the Bank's Standard Fees, published on the Bank's Official Website.

2.3.3. Following are the ways for Parties to agree the relevant applicable Fees Package to pay for all or some of the Banking Services under this Agreement:

- Parties' authorized representatives sign respective hard-copy annex to the Banking Services Application or suitable Fees Package; or
- Parties sign a relevant annex to the Banking Services Application or suitable Fees Package in electronic format by means of affixing their Advanced ES (this term is defined in clause 5.2 of this Agreement).

Unless otherwise agreed by the Parties according to this sub-clause to the Agreement, the Fees Package, such Fees Package shall be applied to all Client's Current Accounts opened at the Bank institution, in which the Parties have concluded the respective Fees Package.

2.3.4. Changing the fees for all or some of the Banking Services provided by the Bank to the Client pursuant to this Agreement within the framework of the respective Fees Package and/or changing the Fees Package, shall be carried out in accordance with the procedure stipulated in clause 2.3.3 of this Agreement. In this case, the procedure for changing the fees for all or some of the Banking Services, provided by the Bank to the Client pursuant to this Agreement, in the framework of the corresponding Fees Package and/or changing the Fees Package shall in no way limit the Bank's right to unilaterally change the Bank Service Fees (including Fees Packages) as provided in clause 4.3. herein.

2.4. In order to receive the Banking Services, the Client submits to Bank a written Application for the Banking Services, signed by Client's authorized persons and sealed with the Client's seal (if applicable).

One Banking Services Application may be issued to receive Banking Services for all Current Accounts or separate Application for Banking Services for one or more Current Account.

2.5. In order to change the terms of use of the separate Banking Service(s) and/or changes (extend) the List of Current Accounts that are covered by the Banking Services in accordance with the relevant Banking Services Application and/or in case of Client's name change, the Client submits to the Bank a relevant written Application regarding changing Banking Service terms, signed by Client's authorized persons and sealed by the Client's seal (if applicable).

In case of a repeated change in terms of use of a separate Banking Service(s) and/or all Banking Services, the Banking Services under this Agreement for the respective Current Accounts shall be provided taking into account the latest Application concluded by the Parties regarding changing the Banking Services terms.

At the same time, changing the conditions and operating procedure of the Client-Bank System (including, but not limited to, updating/changing the Mobile Application (as defined in clause 5.2 of the Agreement) and/or transferring the Client to servicing from one Client-Bank system to another Client-Bank System is carried out by the Bank unilaterally and without the need for the Parties to conclude the corresponding Application on the change of conditions for using Banking Services. In case of transfer of the Client for servicing from one Client-Bank System to another Client-Bank System at

the Bank's initiative, the Bank shall notify the Client thereof at least 3 (three) calendar days in advance by means of the Client-Bank System and perform remote customer servicing in the new Client-Bank System in accordance with the Application for the provision of Banking Services concluded by the Parties regarding the corresponding Current Account or the latest Application on the change of conditions for using Banking Services concluded by the Parties regarding the corresponding Current Account, unless otherwise agreed by the Parties by concluding an appropriate Application on Application on the change of conditions for using Banking Services.

2.6. Upon receipt by the Bank of the Banking Services Application/ Application on changing Banking Services terms, the Bank shall review it and may either approve such Banking Services Application/Application for changing Banking Services terms or, if the Bank disapproves the terms set forth in the Banking Services Application/ Application on changing Banking Services terms, the Banks does not accept for execution such Banking Services Application/ Application for changing Banking Services terms.

In case the Bank agrees to provide Client with the Banking Service in accordance with the Banking Services Application submitted by the Client/Application on changing Banking Services terms, the Bank shall approve such Banking Services Application/Application for changing Banking Services terms by means of signing by Bank's authorized persons and sealing with the Bank's seal. In case the Bank approves the Banking Services Application/ Application on changing Banking Services terms, the Bank shall send/forward to the Client one original copy of the approved Banking Services Application/ Application for changing Banking Services terms.

To avoid any doubt, the Parties agree that the Bank shall execute each Banking Services Application/ Application for changing Banking Services terms solely if it is approved by the Bank and such Banking Services Application/ Application for changing Banking Services terms shall be signed by Bank's authorized persons and sealed by the Bank's seal.

2.7. The Client acquires the right to receive Banking Services in accordance with submitted and approved Banking Services Application/Application for changing Banking Services terms following the onset of circumstances, stipulated by this Agreement, unless otherwise agreed by the Parties in writing.

2.8. Mutual rights and obligations of the Bank and the Client under this Agreement arise from the date Parties has signed the Banking Services Application.

2.9. Each Banking Services Application and Application for changing Banking Services Terms shall be signed by the Parties in 2 (two) original copies; one copy for each Party. Other Applications may be concluded in the format provided for by the relevant clause of this Agreement.

Any erasures, alterations or other corrections in the Application, except for the signatures of respective Party's authorized persons, shall be valid only if they were cautioned by the signatures of the Parties' authorized person and sealed (if applicable). In this case, the corrections should be made in such a way that it is possible to read both corrected and erroneously written text, and then the corrected or strikethroughs.

2.10. The language of the Agreement and the Application is Ukrainian and English. In case of any discrepancy between the Ukrainian and English texts of this Agreement, the Ukrainian text shall prevail. Abbreviations, logos, commercial (brand) names, trademarks, letter codes, original names, common abbreviations, etc. can be used in a foreign language (in original).

2.11. By signing the Banking Services Application, the Client unconditionally confirms that the Client has read the full text of the Agreement and Bank Service Fees, fully understood their content and agrees to their terms, undertakes to execute them properly and duly, and also declares that he shall not be deprived of any kind of rights, which he usually possesses, and the Agreement does not contain any condition that is burdensome for him in any sense.

2.12. By signing the Banking Services Application, the Parties confirm that the conclusion of the Agreement is in accordance with the free expression of the Parties' will, neither of the Parties is under the influence of grave circumstances, is not mistaken in regards to circumstances of substantial importance (nature of the Agreement, rights and obligations of the Parties, other conditions of the Agreement), and the terms of the Agreement are mutually beneficial for each of the Party. The Client assumes the risk of fulfilling the terms of the Agreement under a substantial change in circumstances, which the Parties were governed by when concluding the Agreement.

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

2.14. This Agreement, the Application concluded by the Parties and the Bank Service Fees, constitute a single document.

2.15. In the event that any provision of the Agreement will become null and void for any reason, this does not affect the validity of all other provisions of the Agreement.

2.16. By concluding this Agreement with the Bank, the Client confirms that he does not object to receiving advertising information from the Bank to e-mail addresses and / or by sending SMS messages to mobile phone numbers, including

via messengers: Viber, Telegram , WhatsApp, etc.) specified in the relevant Application, on working days from 09.00 to 18.00 Kyiv time, except weekends and holidays.

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

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

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

3.1.1. Receive and use the Banking Services solely in accordance with the procedure, terms and conditions specified in this Agreement, Banking Services Application, Application for changing the Banking Services terms, Application for the Guaranteed Payment Banking Service, Application for modification of the Guaranteed Payment Banking Service and/or Application for approving the terms and of "Regular Payments" Banking Service and Application for conditions of interest accrual on the Balance.

3.1.2. To disclaim of any and/or all Banking Services or terminate this Agreement before the expiration date as it is prescribed herewith.

3.1.3. Other rights stipulated by this Agreement and the Legislation.

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

3.2.1. Fully adhere to all provisions of the Agreement, Applications concluded by the Parties, Bank Service Fees and Legislation.

3.2.2. Timely and fully pay for the received Banking Services in accordance with the Bank Service Fees, valid at the time of execution of the respective operations. To ensure availability of funds at any time on the Current Account, which would be sufficient for the Bank to exercise its obligations as provided for in clause 6.1. herewith.

3.2.3. Independently monitor and familiarize with information (in Client service areas, on the Bank's Official Website or by calling the Bank Information Centre) regarding any changes in terms and conditions of this Agreement and/or Bank Service Fees during the validity of this Agreement.

3.2.4. Fully reimburse/pay the Bank any and all:

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

- expenses (irrespective of their amount) incurred by the Bank during and/or in connection with the protection of its rights under the Agreement and/or in connection with the exercise of their rights as a creditor under this Agreement and/or associated with the enforcement of this Agreement, in particular, but not exclusively: any expenses related to debt collection in court, enforcement of court decisions, any costs associated with the involvement of appraisers, notaries, public and/or private performers, any third parties, which in one way another help/provide services to the Bank, aimed at satisfying the Bank's requirements/implementation or protection of Bank's rights (law firms, lawyers, collecting companies, real estate agencies, etc.).

3.2.5. To comply with the Legislation requirements, adhere to the organization principles of the of cash and wire settlements, their formats, standards of documents and documents management used by the Bank while fulfilling the terms and conditions of this Agreement.

3.2.6. To provide the Bank at the first request any information concerning the Banking Service and/or the Agreement and other necessary information that may be required by the Bank in accordance with the requirements of the Legislation and/or internal Bank documents, including but not limited to documents and/or information, necessary for the Bank to perform the procedures for identification of the Client and/or Client's authorized persons and/or Client's beneficiaries and/or persons who control the Client, including clarification of the information on identification, assessment of Client's financial situation and/or regarding financial monitoring of his transactions in the servicing process. Information and/or documents must be submitted to the Bank within 5 (five) calendar days from the date of sending a written Bank request.

3.2.7. To provide Bank upon request with all information/documents related to this Agreement that may be necessary to create and maintain the validity of this Agreement, and/or the provision of which is required by the Legislation, internal Bank documents and/or terms of the Agreement.

3.2.8. To provide Bank with the documents that are required to ensure that the Bank properly implements its obligations concerning currency control, as well as in terms of preventing and counteracting to legalization (laundering) of the proceeds of crime, terrorist financing, and financing proliferation of weapons of mass destruction, which is defined by the Legislation and internal Bank documents.

3.2.9. To provide the Bank with statistical and other information upon request, which is necessary for the Bank to provide any reports to the NBU or to any other bodies.

3.2.10. Immediately, as soon as the Client becomes aware of the occurrence/onset of any information/event/fact that may affect the performance of the Debt Obligations by the Client and/or may result in Failure to comply with the terms of the Agreement, Client shall in writing notify the Bank of such information/event/fact within 2 (two) Banking Days from the date of their occurrence.

3.2.11. Other obligations stipulated by this Agreement and the Legislation.

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

3.3.1. To make amendments and additions to the Agreement and the Bank Service Fees in accordance with Section 4 herewith.

3.3.2. At its sole discretion and without providing any reasons for such action (actions) to reject/not approve any Banking Services Application and/or Application on changing Banking Services terms and/or Application for the Guaranteed Payment Banking Service and/or Application for modification of the Guaranteed Payment Banking Service and/or the Application for approving the terms and conditions of "Regular Payments" Banking Service and/or Application for conditions of interest accrual on the Balance, as well as to deny the Client in provision of any Banking Services.

3.3.3. Require early repayment of the Debt Obligations as a whole or in a part determined by the Bank on the occurrence of Failure to comply with the terms of the Agreement. Such execution of the Debt Obligations shall be performed by the Client within 7 (seven) Banking Days from the date the Bank sent the Client a relevant request.

3.3.4. Renege on application, accrual and, accordingly, payment the Client any penalties provided for by this Agreement.

3.3.5. Prematurely terminate this Agreement in the manner and method set forth herein.

3.3.6. To request documents and information on the Client, which is needed identify him, the sphere of his activity, financial status, documents that are required to ensure that the Bank properly implements its obligations concerning currency control, as well as in terms of preventing and counteracting to legalization (laundering) of the proceeds of crime, terrorist financing, and financing proliferation of weapons of mass destruction, which is defined by the Legislation and internal Bank documents. In the event that the Client does not provide the necessary documents or information or deliberately submits false information, the Bank shall have the right to refuse in provision of the Banking Services, and to initiate termination of this Agreement.

3.3.7. Other rights stipulated by this Agreement and the Legislation.

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

3.4.1. To notify the Client of amendments and/or addendums to this Agreement and/or Bank Service Fees within the terms and in the manner prescribed by the Section 4 herewith.

3.4.2. To ensure the preservation of data (information) about the Client, which constitutes banking secrecy, except for the cases provided for in this Agreement, or when disclosure of such information is required by the Law.

3.4.3. To provide the Client with the Banking Service in accordance with the provisions of this Agreement and the corresponding Banking Services Application/Application for changing Banking Services terms/ Application for the Guaranteed Payment Banking Service/Application for modification of the Guaranteed Payment Banking Service and/or Application for approving of the terms and conditions of "Regular Payments" Banking Service/ Application for the conditions of interest accrual on the Balance, in case the Bank approves (accepts for execution) by the Bank of such Banking Services Application/Application for changing Banking Services terms/ Application for the Guaranteed Payment Banking Service/Application for modification of the Guaranteed Payment Banking Service and/or Application for approving of the terms and conditions of "Regular Payments" Banking Service/ Application for the conditions of interest accrual on the Balance in accordance with procedures stated in this Agreement.

3.4.4. To accept due execution of the Debt Obligations by the Client.

3.4.5. Provide advices to the Client regarding the use of Banking Services and/or Bank Service Fees.

3.4.6. Other obligations stipulated by this Agreement and the Legislation.

#### **3.5. OBLIGATIONS OF THE PARTIES.**

3.5.1. The Client and the Bank shall be held liable for non-compliance and/or improper fulfilment of the terms of this Agreement and the Bank Service Fees in accordance with this Agreement and the Legislation.

3.5.2. The Client shall be held liable as per the Law for providing false information at the time of conclusion of this Agreement.

3.5.3. The Bank shall not be held liable for this change in Legislation, which results in termination of legal relations between the Parties under this Agreement.

3.5.4. In case of violation of the terms specified in clause 6.3. the Bank has a right charge the Client with a penalty in the amount of 0.1% of the delayed payment amount - for each day of delay (in case of accrual).

### **4. PROCEDURE FOR AMENDMENTS AND ADDENDUMS TO THE AGREEMENT AND THE BANK SERVICE FEES.**

4.1. By signing the Banking Services Application, the Client agrees that the Bank has the right to unilaterally and at any time make amendments and/or addendums to this Agreement, and notify the Client **at least 7 (seven) calendar days** before the effective date of such amendments and/or addendums to the Agreement by publishing the text of such changes (a new version of the Agreement and/or its relevant part) on the Bank's Official Website, indicating the effective date of such amendments and/or addendums to the Agreement.

The Parties agreed that the date the Bank publishes the amendments and/or additions to the Agreement or the new version of the Agreement on the Bank's Official Website is the date the Bank sends the message about the amendments and / or additions to the Agreement to the Client.

From the moment such amendments and/or addendums to this Agreement come into force, such amendments and/or addendums become an integral part of the Agreement and are binding for the Parties. The time when the text of amendments and/or addendums to this Agreement is publication on the Bank's Official Website is considered to be the moment when the Client got familiarized with the text of such amendments and/or addendums.



4.2. In addition to the provisions of clause 4.1. regarding notifying the Client regarding amendments and/or addendums to this Agreement, the Bank has the right (but not obliged) to inform the client about such amendments and/or addendums to this Agreement by placing the relevant information on information stands at the Bank's premises and/or by means of Client-Bank System and/or any other way, at the Bank's choice.

4.3. By signing the Banking Services Application, the Client agrees that the Bank has the right to unilaterally and at any time change the **Standard** Bank Service Fees, and notify the Client **at least 7 (seven) calendar days** before the effective date of such new **Standard** Bank Service Fees, indicating the effective date of such new **Standard** Bank Service Fees. The Bank is deemed to have duly informed the Client of changes into the **Standard** Bank Service Fees, in the event it was performed through the Client- Bank System and/or publishing the relevant information on the Bank's Official Website.

The Parties agreed that the date the Bank sends to the Client a message about the changes into the **Standard** Bank Service Fees is the date the Bank publishes the changes into the **Standard** Bank Service Fees or the new version of the **Standard** Bank Service Fees on the Bank's Official Website or the date the Bank sends the Client the message about changes into the **Standard** Bank Service Fees using the Client-Bank system.

The Bank has the right at any time to unilaterally change the amount of payment (remuneration of The Bank) for all or part of banking services provided by The Bank to The Client under this Agreement under the relevant tariff package, and/or change the tariff packages, notifying The Client of such changes at least 1 (one) Banking Day in advance by sending The Client a corresponding notification (hereinafter - "**Notification of a change in the tariff package**") indicating the date of entry into force of the new amounts of payment (remuneration of The Bank) for all or part of banking services provided by The Bank to The Client under this Agreement under the relevant tariff package, and/or the date of entry into force of the new tariff package. At the same time, a notification about a change in the tariff package is considered duly sent to The Client if it is sent by The Bank to The Client in writing or by sending it using the Client-Bank System or using other means of communication agreed by The Parties. If The Bank sends a written notification about a change in the tariff package, The Client is considered notified (warned) about a change in the tariff package and/or the amount of payment (remuneration of The Bank) within the relevant tariff package on the day The Bank sends a corresponding notification about a change in the tariff package to The Client's address.

If The Client does not agree with the new amount of payment (remuneration of The Bank) within the relevant tariff package and/or the new tariff package specified in the notification of changes in the tariff package, The Client must notify The Bank in writing or using the Client-Bank System. In this case, starting from the next Banking Day after the date of receipt by The Bank of a notification from The Client about The Client's disagreement with the new amounts of payment (remuneration of The Bank) within the relevant tariff package and / or the new tariff package, The Client pays for The Banking Services provided by The Bank under this Agreement in the amounts provided for by The Bank's standard tariffs, which are placed **on Official Website Of The Bank**.

4.4. By signing the Banking Services Application, the Client assumes the risks and obligations to independently monitor the availability/absence of information regarding amendments and/or addendums to the Agreement and/or Bank Service Fees by means of visiting the Bank's Official Website, checking the incoming messages in the Client- Bank system, means of electronic or other type of technical communication, as well as getting acquainted with the information, placed in public areas for clients within the Bank premises.

4.5. Amendments and/or addendums to the Agreement and/or **Standard** Bank Service Fees are accepted and agreed by the Client if, within 7 (seven) calendar days from the date of Bank notice on amendments and/or addendums to the Agreement and/or **Standard** Bank Service Fees, the Client has not informed the Bank about termination of this Agreement as it is mentioned in Section 15 herewith.

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

### 5.1. BANK SERVICE "OPENING OF CURRENT ACCOUNT, CASH AND SETTLEMENT SERVICES".

**Terms and definitions in clause 5.1. of this Agreement have the following meanings:**

**Value Date** – this is the date, indicated by the payer in the Settlement Document or in the cash transfer document, as of which the funds, transferred by the payer to the beneficiary, become the property of the beneficiary.

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

**Qualified Electronic Signature** or **Qualified ES** - Advanced Electronic Signature, which is created using a qualified electronic signature tool and is based on a Qualified Public Key Certificate.

**Qualified Public Key Certificate** – Public Key certificate that meets the requirements of the Law of Ukraine "On Electronic Trust Services", issued by a qualified provider of electronic trust services, certification centre, central certification authority.

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

**Settlement Document** – money transfer document used to initiate funds transfer from the payer's account to the beneficiary's account.

**Cash and Settlement Services** – transactions involving funds transfer from Client's account (to another account), cash receipt and dispense, as well as other operations related to the provision of services provided by the Agreement and the Law.

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

**Advanced Electronic Signature or Advanced ES** - an electronic signature created by the results of cryptographic transformation of the electronic data to which that electronic signature is associated, using an advanced electronic signature tool and a personal key uniquely associated with the signer and allowing to electronically identify the signer and detect breaches of the integrity of electronic data with which this electronic signature is associated. The advanced ES must be imposed with the Secret Key and verified with the Public Key.

**Authorized Person** – a person, acting on his own behalf or on behalf of the person he represents, imposes an ES when creating an electronic document, as it is stipulated in the procedure established by Law.

This clause 5.1. has the terms "**Public Key**" and "**Secret Key**", which are used in the meanings given in clause 5.2. herewith.

*In clause 5.1. of the Agreement, Banking Service should be understood as the "OPENING ACCOUNTS, CASH AND SETTLEMENT SERVICES" Banking Service*

#### **5.1.1. TERMS AND CONDITIONS OF OPENING CURRENT ACCOUNT FOR A CLIENT.**

5.1.1.1. The Bank shall open Current Account for a Client upon fulfilment of all of the following conditions:

- Client has provided Bank with all documents in a proper format necessary for identification (verification) of the Client, as well as his authorized persons, in accordance with the procedure established by the Law and internal documents of the Bank;
- the Bank has carried out identification and verification of the Client and his authorized persons;
- the Client has submitted to the Bank an Application in a proper format regarding opening of the Current Account and the Banking Services Application, as well as other documents necessary for opening of the Current Account in accordance with the Legislation and internal documents of the Bank.

5.1.1.2. the Bank opens the Current Accounts for the Client in accordance with the number of Applications submitted to the Bank regarding Current Account opening.

Furthermore, the Client has a right to open only one Current Account for the formation of (statutory or joint capital, unit or nondistributable asset) of a legal entity (in national and/or foreign currency).

5.1.1.3. The Bank may open a Current Account for the Client in the national currency and/or foreign currency where Bank has a respective correspondent account. The Current Account Currency is determined by the Client in the Application for Current Account opening.

5.1.1.4. The day of opening the Current Account for the Client shall be deemed the date specified in the Application for Current Account opening.

5.1.1.5. The Current Account number is indicated by the Bank in the Application for Current Account opening. The Current Account numbers in respect of which the Client receives the Banking Service shall be indicated in the Banking Services Application or the Application for changing Banking Services terms. For the sake of clarity, the Client and the Bank may conclude an unlimited number of Banking Application Requests, each one may provide Banking Services for different Current Accounts.

5.1.1.6. The Bank does not credit the Current Account, unless otherwise provided for in the Banking Services Application/ Application for changing the Banking Services terms or a separate Agreement between the Parties.

5.1.1.7. The Bank does not accrue interest on the Current Account balance, unless otherwise specified in the Bank Service Fees, or otherwise agreed by the Parties as set forth in the clause 5.4. of this Agreement, or a separate agreement between the Parties.

5.1.1.8. By signing the Banking Services Application, the Client confirms that he has provided the Bank with all documents confirming the authority of the persons, indicated in the specimen signatures form, who have the right of the first and second signatories/List of Account Managers, as well as there are no other documents (including, but not limited to: rules, procedures, regulations, internal local regulatory documents) that in some way limit the competence and/or term of powers of the persons indicated in the specimen signatures form and have the right of the first and second signatories/List of Account Managers, regarding right of such a persons to affix an administrative signature on the Client's Current Account in the Bank.

5.1.1.9. This clause 5.1 of the Agreement applies to all Current Accounts of the Client (except card accounts, deposit and conditional storage accounts (escrow)) opened by the Client at the Bank.

#### **5.1.2. PROCEDURE FOR CASH AND SETTLEMENT SERVICES.**

5.1.2.1. The Bank carries out Cash and Settlements Transactions on Client's Current Account in accordance with the procedure, terms and conditions stipulated in the Agreement, Banking Services Application/Application on changing Banking Services terms, Bank Service Fees, other agreements between the Client and the Bank, and in accordance with the Legislation.

5.1.2.2. The Client may use all settlements formats that do not contradict the Legislation.

5.1.2.3. The funds which Client receives are credited by the Bank on the Client's Current Account in the terms and in the manner prescribed by the Legislation.

5.1.2.4. The Bank executes the Client's instruction to transfer funds from the Current Account, which do not contradict the requirements of the Legislation, within the terms and in accordance with the procedure established by the Legislation.

5.1.2.5. Unless otherwise provided by the Agreement, the Settlements Documents, specified by the Legislation, shall be used in order to write-off funds from the Current Account.

5.1.2.6. The Client may provide the Bank with the hard copies (originals) of the Settlement Documents on transferring funds from the Current Account or he might be using electronic Settlement Documents in accordance with the terms of this Agreement and the requirements of the Legislation.

5.1.2.7. The Settlement Documents must contain all the necessary requisites, required for such Settlement Documents in accordance with the Legislation and internal Bank documents.

5.1.2.8. The Bank shall not be held liable for the correctness of debtor's and creditor's banking details, their account numbers and any other information contained in the Settlement Document.

In the event of any errors in the Settlement Document, the Bank shall not be held liable for any damage or loss incurred by the Client and/or any third party as a result of the Bank executing such a Settlement Document.

5.1.2.9. The Bank executes the Settlement Documents in the national currency in accordance with the order of their receipt and taking into account the results of the internal bank inspections, provided by the legislation and internal Bank documents, within the Client's Current Account balance, taking into account the amounts received on the Client's Current Account during the Transaction time, unless otherwise established by this Agreement or other agreements between the Client and the Bank.

5.1.2.10. The Bank executes the Settlement Documents in foreign currency in the order and within the terms stipulated by the legislation and internal Bank documents.

5.1.2.11. The Bank shall return the Settlement Document submitted by the Client without execution on the occurrence of any of the following:

- (i) there are no accompanying documents, which should be submitted together with the Settlement Document, as provided by the Legislation, or such supporting documents have already expired; or
- (ii) The Settlement Document and/or the accompanying documents are executed in violation of the legislation, including NBU regulations and/or internal Bank rules, or
- (iii) the Settlement Document cannot be executed due to a shortage of funds on the Current Account, or
- (iv) from other grounds stipulated by the legislation and/or this Agreement.

5.1.2.12. The Bank has the right to suspend the execution of an operation on the Current Account or to refuse a Client to execute operations on the Current Account on the occurrence of any of the following:

- (i) if the Bank has doubts regarding the powers of the persons who signed the Settlement Document and/or the Client's application for purchase, exchange and/or sale of foreign currency, and the Client failed to provide duly completed documents confirming their authority; or if the Bank has doubts that the Settlement Document and/or the Client's application for the purchase, exchange and/or sale of foreign currency is signed by an authorized person of the Client, and not as a result of the interference of third parties in the operation of the Client-Bank System or
- (ii) if the Bank has sufficient grounds to believe that Client's financial transaction/s may be related to legalization (laundering) of the proceeds of crime, terrorist financing, and financing proliferation of weapons of mass destruction;
- (iii) it is impossible to identify (verify) the Client in accordance with the Legislation and/or internal Bank documents, including Client's failure to provide the necessary documents or information to determine the essence of his activities, financial situation or intentional misrepresentation by the Client;
- (iv) other cases stipulated by the Agreement and/or by the Legislation.

5.1.2.13. The Bank has the right to deny the Client in payment of wages in cash and or through wire transfer, in cases of non-submission/late submission of payment orders for paying taxes and compulsory payments required for receiving wages and salaries.

5.1.2.14. In the cases when Bank suspends execution of transaction/s on the Current Account or denies the Client in execution transactions on the Current Account on the basis of sub-clauses (ii) and/or (iii) of clause 5.1.2.12 of this

Agreement, the Client has to provide the Bank with the documents or other information confirming the legality and content of such operation/s, as well as documents required by the Bank for identification (verification) of the Client in accordance with the Legislation and/or internal Bank documents.

If within 30 (thirty) calendar days the Client failed to provide the Bank with the documents or information necessary to confirm the legality and content of the transaction/s, that raises Bank's doubts, regarding the essence of the Client's activities, his financial situation and/or other documents required by the Bank to carry out identification (verification) of the Client in accordance with the Legislation and/or internal Bank documents, the Bank has the right to unilaterally withdraw from this Agreement and close Client's Current Account in accordance with the procedure stipulated by this Agreement.

5.1.2.15. In case Bank suspends the of execution of a transaction/s on the Current Account or denies the Client to execute the transactions under the Current Account in accordance with clause 5.1.2.12 of this Agreement, the restoration debit transactions under Client's Current Account shall be carried out in the cases and in the manner prescribed by this Agreement, by internal Bank documents and by the Legislation.

5.1.2.16. Crediting cash to the Current Account cash withdrawal from the Current Account, as well as other transactions with Client's cash, shall be carried out in accordance with the procedure provided for by the Legislation.

5.1.2.17. Falsely credited funds to the Current Account (when the Client is an inappropriate beneficiary) are returned in accordance with the procedure stipulated by the Legislation. the Client is obliged to immediately notify the Bank about falsely credited Current Account and return such funds.

In the event that the Client has not return the falsely credited funds on his Current Account, the Bank shall have the right to affect the contractual direct debit of such funds in the order and in the manner prescribed by Section 6 of this Agreement.

5.1.2.18. The arrest and compulsory funds write-off from the Current Account are carried out on the basis and in the manner prescribed by the Legislation.

In the event of the seizure of funds on the Current Account, operations on such Current Account shall be made taking into account the limits and in the manner prescribed by the Legislation.

5.1.2.19. In the cases stipulated by the Legislation, the Banking Services Application or Application for changing Banking Services terms should contain mutually approved, by the Client and the Bank, terms for cash proceeds deposit and any changes to the specified terms should be timely agreed (in advance).

5.1.2.20. The Bank carries out checks transactions in accordance with the procedure and terms stipulated by the Agreement, other agreements between the Client and the Bank, internal Bank documents and in accordance with the Legislation.

5.1.2.21. The clause 5.1.5. of this Agreement determines the procedure for electronic documentation exchange between Parties in the process of providing Banking Services and the use of the Electronic Signature.

5.1.2.22. The Bank undertakes to provide to the Client an extract from the Current Account (as agreed): daily, weekly, monthly with the necessary documents added.

Issuance of a duplicate extract from the Current Account is carried out upon a separate Client's request which is a payable service according to the Bank Service Fees.

The Bank provides the Client with an extract from the Current Account in an electronic format, certified by the Qualified Electronic Signature of Bank's authorized representative, which is imposed and used by the Bank in accordance with the requirements of the Legislation. Issuance of Current Account statements in hard copies shall be carried out upon a separate Client's request which is a payable service according to the Bank Service Fees.

**Note:** The Parties have agreed that the Qualified Electronic Signature, which is imposed on the statement from the Current Account in electronic format, carries the same legal status as a personal signature and confirms, that the statements from the Current Account in electronic format are the primary documents in accordance with the requirements of the Legislation.

In the current Account statement, the Client can find information about the amount of purchased or sold or exchanged foreign currency, the amount of all expenses paid by the Client for conducting such transactions and, based on the amount of debited/credited funds from/to Current Account(s), the Client receives information about the rate for which the Bank carried out a foreign exchange transaction at which foreign currency was bought or sold or exchanged.

The Client is obliged to regularly check the correctness of banking transactions, listed in statements, and maximum within 1(one) Banking Day from the date of Current Account Statement issuance to notify the Bank in writing of all discovered discrepancies or errors in the Current Account statements and other documents, or about unacceptance (not confirmation) of the final balance on the Current Account. If the Client does not submit written objections regarding the content of such Current Account statement, does not submit any notice or other references within 1(one) Banking Day after the date the Bank has issued the Current Account Statement, it is considered that the Client has agreed and confirmed the correctness of the content of such documents.

5.1.2.23. Based on the Client's instructions and applications for the purchase, exchange and/or sale of foreign currency, as well as other documents provided by the Client in accordance with the requirements of the Legislation, the Bank is obliged to conduct on its own behalf but at Client's expense the transactions of purchase, exchange and/or sale of foreign currency through wire transfer on the terms and conditions stipulated by this Agreement and Client's Applications regarding purchase, exchange and/or sale of foreign currency. The size of Banking fee for the transactions provided for by this clause Agreement is determined in the Bank Service Fees.

**Note:** The Parties have agreed that the mandatory details of the Client's applications for purchase, exchange and/or sale of foreign currency are agreed by the Parties in each separate Client's application for purchase, exchange and/or sale of foreign currency, signed by Client's authorized representative and accepted by the Bank for execution, moreover each Client's request for the purchase, exchange and/or sale of foreign currency, to be accepted by the Bank for execution, shall be considered as separate transaction (agreement) between the Bank and the Client.

The Bank accepts for execution Client's applications for purchase, exchange and/or sale of foreign currency only if there are funds available on Client's Current Account in the relevant currency and in the amount sufficient to fulfil the conditions of such application for purchase, exchange and/or sale of foreign currency.

The Bank has the right to discard the Client's application for purchase, exchange and/or sale of foreign currency in the event Client has submitted such an application for purchase, exchange and/or sale of foreign currency in violation of the requirements of the legislation, NBU regulations and/or internal Bank documents. The Client's application for purchase, exchange and/or sale of foreign currency is deemed to be returned without execution if the Bank has sent a notice to the Client in accordance with the procedure established by this Agreement.

The Client has the right to delay the date of foreign currency purchase on another transaction day, to purchase foreign currency in an amount less than that indicated in the submitted application for the purchase of foreign currency, to withdraw the application on purchase of foreign currency in full amount in accordance with the procedure established by the Legislation and the Bank Service Fees.

5.1.2.24. By signing the Banking Services Application, the Client authorizes the Bank to transfer funds in the relevant currency from the Current Account, which is required to purchase, sale and exchange foreign currency, and the amount to pay the compulsory state pension insurance fee, as well as other fees and obligatory payments, if such fees and compulsory payments are to be paid in accordance with the Legislation.

5.1.2.25. The Bank has the right, as per Client's instructions, to exchange the funds in foreign currency belonging to the Client to another foreign currency on the commission basis. The execution terms of the Client's commission order are determined by the Legislation. The size of the commission fee of the Bank according to this clause of the Agreement is determined in the Bank Service Fees.

5.1.2.26. The Bank shall not be held liable for any risk arising from changes/fluctuations in exchange rates while executing international payments and foreign currency transactions; such risk lies solely on the Client.

5.1.2.27. Except in cases where the agreement between the Bank and the Client provides for the acceptance and execution by the Bank of settlement documents in the absence / insufficiency of funds on the current accounts of the clients, if for any reason the Client's current account has a negative balance ( hereinafter - the "**Unauthorized Overdraft**"), the Client shall immediately, on the day of occurrence of unauthorized overdraft, return to the Bank the Unauthorized Overdraft. In case of Client's failure to repay the overdraft within the term specified in this clause 5.1.2.27 of the Agreement, Client shall pay to the Bank a penalty at the rate of double the NBU discount rate per annum in effect at the time (during the term) of the existence of unauthorized overdraft debt, from the amount of debt for unauthorized overdraft for each day of delay. Such penalty shall be payable by the Client immediately at the first request of the Bank. When any amount of funds is credited to the Current Account, such funds are automatically allocated to repay the overdraft.

### **5.1.3. THE PECULIARITIES OF THE CASH AND SETTLEMENT SERVICES OF CURRENT ACCOUNTS WITH SPECIAL MODE OF OPERATION, CURRENT ACCOUNTS 2606 "FUNDS REQUESTED BY LEGAL ENTITIES, ACCEPTED/COLLECTED FOR FURTHER TRANSFER", AND CURRENT ACCOUNTS 2654 "FUNDS REQUESTED BY NONBANK FINANCIAL INSTITUTIONS, ACCEPTED FOR FURTHER TRANSFER".**

5.1.3.1. Settlement and Cash Transactions, foreign exchange transactions, as well as any other transaction under Current Accounts with special mode of operation, are carried out by the Bank solely within the limits and in accordance with the Legislation.

5.1.3.2. The funds which Client receives from cash acceptance transactions in UAH , as well as the amount of collected, processed and delivered cash from legal entities and banks are credited further transfer onto his Current Account 2606 "Funds requested by legal entities, accepted/collected for further transfer"

The funds which Client receives from cash acceptance transactions in UAH are credited further transfer onto his Current Account 2654 "Funds requested by non-bank financial institutions, accepted for further transfer".

5.1.3.3. The Client has right to transfer funds from Current Account 2606 "Funds requested by legal entities, accepted/collected for further transfer":

- (i) to the bank, with whom the Client has entered into an agency agreement and specified in the Banking Services Application or the Application for changing Banking Services terms;
- (ii) banks/ authorized banks/NBU for cash;
- (iii) in other cases not prohibited by legislation.

5.1.3.4. The Client is obliged to comply with the requirements of the Legislation, this Agreement and Bank internal documents when performing the transactions under the Current Account with the special mode of operation, Current Account 2606 "Funds requested by legal entities, accepted/ collected for further transfer", and Current Account 2654 "Funds requested by non-bank financial institutions, accepted for further transfer".

5.1.3.5. The Parties have agreed that the Bank does not control and shall not be held liable for transactions performed by the Client under the Current Account with a special mode of operation and/or Current Account 2606 "Funds requested by legal entities, accepted/ collected for further transfer", and/or Current Account 2654 "Funds requested by non-bank financial institutions, accepted for further transfer", while the Client complies with the intended use of the Current Account with special mode of operation and/or Current Account 2606 "Funds requested by legal entities, accepted/ collected for further transfer", and/or Current Account 2654 "Funds requested by non-bank financial institutions, accepted for further transfer", as well as complies with the requirements of the Law when executing transactions under the Current Account with a special mode of operation and/or Current Account 2606 "Funds requested by legal entities, accepted/ collected for further transfer", and/or Current Account 2654 "Funds requested by non-bank financial institutions, accepted for further transfer".

The Client is solely liable for the correspondence of transactions under the Current Account with the special mode of operation, Current Account 2606 "Funds requested by legal entities, accepted/ collected for further transfer", and Current Account 2654 "Funds requested by non-bank financial institutions, accepted for further transfer" to the requirements of the Legislation.

5.1.3.6. In the event that, as a result of the Client's transactions under the Current Account with special mode of operation and/or Current Account 2606 "Funds requested by legal entities, accepted/ collected for further transfer", and/or Current Account 2654 "Funds requested by non-bank financial institutions, accepted for further transfer", the Bank incurred any expenses and/or losses, then such expenses and losses shall be reimbursed by the Client within 5 (five) calendar days from the date when Bank sent a corresponding request.

#### **5.1.4. RIGHTS, DUTIES AND LIABILITIES OF THE PARTIES.**

##### **5.1.4.1. The Bank is liable:**

- 5.1.4.1.1. To open the Current Account to the Client after the Client has fulfilled all the conditions specified in clause 5.1.1.1 of this Agreement, and the Bank has approved Banking Services Application submitted by the Client in the manner specified in this Agreement;
- 5.1.4.1.2. To provide the Banking Services, specified in this clause 5.1. of the Agreement, in Transaction Time;
- 5.1.4.1.3. To execute Client's Settlement Documents, which do not contradict the Legislation requirements, within the terms and in accordance with the procedure established by this Agreement and the Legislation;
- 5.1.4.1.4. To provide the Client with the Current Account Statement in accordance with the terms of this Agreement;
- 5.1.4.1.5. To perform other duties provided by this Agreement.

##### **5.1.4.2. The Bank is entitled:**

- 5.1.4.2.1. To suspend execution of transactions on the Current Account or to refuse the Client to execute transactions on the Current Account in cases stipulated by this Agreement and/or by the Legislation;
- 5.1.4.2.2. To force debit from Client's Current Account in cases stipulated by the Legislation;
- 5.1.4.2.3. To execute Contract Debit from Client's Current Account in accordance with the procedure provided for in clause 6 of this Agreement;
- 5.1.4.2.4. Close Client's Current Account and/or unilaterally terminate this Agreement in cases stipulated by this Agreement and/or by the Legislation;
- 5.1.4.2.5. Other rights stipulated by this Agreement and/or by the Law.

##### **5.1.4.3. The Client is liable:**

- 5.1.4.3.1. To comply with the requirements of the legislation, internal Bank documents and this Agreement when conducting transactions under the Current Account;
- 5.1.4.3.2. If Client receives money from the Bank for salaries payments, the Client has to provide, in accordance with the procedure specified by the legislation, payment orders for transfer of taxes and compulsory payments, which are required to receive funds for salaries payments;
- 5.1.4.3.3. To Send timely request (in terms set by the Bank Service Fees) for cash withdrawal from the Bank's cash desk;
- 5.1.4.3.4 To provide, at the Bank request (within the term specified in such a requirement) information and documents that are required to ensure that the Bank properly implements its obligations concerning currency control, as well as in terms of preventing and counteracting to legalization (laundering) of the proceeds of crime, terrorist financing, and financing proliferation of weapons of mass destruction;

- 5.1.4.3.5. To immediately notify the Bank about crediting on the Current Account funds that she does not own (when the Client is not the appropriate beneficiary), and to return such funds in accordance with the requirements of the Legislation;
- 5.1.4.3.6. To transfer the Bank the amount of mistakenly received funds within 3 (three) business days from the day of receipt of the Bank message regarding the mistaken transfer;
- 5.1.4.3.7. To perform full and timely payment for the received Banking Services/executed transactions in accordance with the Bank Service Fees, which were valid at the time of execution of the respective transactions.
- 5.1.4.3.8. Timely provide the Bank (not later than the 1st (first) February of the year following the reporting year) with an annual confirmation of the Current Account balance (as of January 1). If the Client fails provided confirmation of the Current Account balances within the aforementioned term, the balances under the Current Account shall be deemed to be confirmed by the Client.
- 5.1.4.3.9. In case of there are changes in the documents which Client has to the Bank for Current Account opening, the Client has to submit the new documents (changes) confirming such changes to the Bank within 5 (five) Banking Days from the date the appropriate changes emerged.
- 5.1.4.3.10. To immediately inform the Bank and provide all relevant documents regarding the change of Client's status, in accordance with clause 5.1.1.8. of this Agreement, modifications of such documents, or the preparation of documents that affects the content or validity of the documents provided to the Bank. In the event that Client fails to provide such documentation, the Bank shall not be liable for transactions under Client's Current Account, executed on behalf of the persons indicated on the signature card/List of Account Managers, at the time of such transaction until the time when the documents were submitted and Bank files (documents) were updated, including, but not limited to, the Bank's authorization to accept a new signature card/new List of Account Managers and/or change the Client- Banking system key, etc. In this case, the Client assures and warrants that all transactions under the Current Account are executed in accordance with the requirements of the Law and by Client's authorized persons.
- 5.1.4.3.11. In the case of settlement transactions, executed to perform payments for procurement contracts concluded in accordance with the provisions of the Law of Ukraine "On Public Procurement" dated December 25, 2015, No. 922-VIII" (hereinafter - "**Special Agreements**"), the Client is liable to provide to the Bank during every payment(s) under the Special Agreements (simultaneously with the transfer of the Settlement Document) a letter stating that the payment is subject to the Law of Ukraine "On Public Procurement" dated December 25, 2015 N 922-VIII" (hereinafter referred to as the "**Law**" ) and include reference to an e-mail address, which contains the relevant report on procurement procedure results, and other documents provided by the Law requirements. In case the Client fails to fulfilment/improperly fulfils the obligation stipulated by this clause. 5.1.4.3.11., the Client shall be held liable under the Law for violating the Law requirements and undertakes to reimburse the Bank all costs, expenses and losses incurred by the Bank as a result of the Bank's failure to verify the documents provided for in clause. 5.1.4.3.11. herein;
- 5.1.4.3.12. To perform other obligations provided by this Agreement and/or the Legislation.

#### **5.1.4.4. The Client is entitled:**

- 5.1.4.4.1. To independently dispose of funds at his Current Account in compliance with the requirements of the Legislation and this Agreement.;
- 5.1.4.4.2. To receive cash in amounts and for the purposes stipulated by the Legislation;
- 5.1.4.4.3. To require timely and full settlement and provision of other services stipulated by the Agreement;
- 5.1.4.4.4. Close the Current Account and unilaterally terminate this Agreement in the cases and in the manner provided for by this Agreement;
- 5.1.4.4.5. Other rights stipulated by this Agreement.

#### **5.1.4.5. Responsibilities of the Parties.**

- 5.1.4.5.1. The Bank shall be held liable for violating terms of crediting funds, received on the Client's Current Account, and the terms of transferring funds from the Current Account at the Client's request, the Bank is obliged then to pay a penalty to the Client in the amount of 0.01% of untimely transferred or recalculated amount for each day of delay, but no more than 0,05% of the indicated amount.
- 5.1.4.5.2. The Bank shall not be held liable for violating the terms of crediting funds, received on Client's Current Account, or the terms of funds transfer from the Current Account at the Client's request in the following cases:
- when there is no Bank's fault;
  - non-performance resulted from force majeure or due to malfunctions in the work of the NBU's Electronic Payment System.
- 5.1.4.5.3. The Bank shall not be held liable for the impossibility to complete the transaction, initiated by the Client, due to the fact that the Client incorrectly indicated beneficiary banking details; or if the beneficiary country is subject to international sanctions, which makes it impossible or difficult to proceed the transaction; in cases when the beneficiary bank has violated the terms of crediting the beneficiary account; or other circumstances that do not depend on the Bank's will, etc.
- 5.1.4.5.4. The Bank shall not be held liable (including payment of penalties and/or losses) for suspending the execution of Client's transaction/s under the Current Account, or for refusal to execute transactions under Client's Current Account, if such suspension/refusal was done according to clause 5.1.2.12 and/or clause 5.1.2.13. of this Agreement.
- 5.1.4.5.5. The Client shall be held liable for the failure to return the mistakenly received amount during 3 (three) business days from the date of receipt of the Bank message regarding the wrong transfer, in this case the Client shall pay the Bank a penalty of 0.1% of the mistakenly received amount for each day of delay, starting from the date when the

erroneous transfer was completed and until the returning date inclusively, but not more than 10% of the indicated amount.

#### **5.1.5. ELECTRONIC SIGNATURE IN THE BANKING SERVICES.**

5.1.5.1. When exchanging documentation in the process of providing the Banking Service, the Parties may provide/receive, utilize for working purposes documents/copies of documents in electronic format, certified with ES, if this is permitted by the Law.

5.1.5.2. The exchange of documentation using ES is carried out by means of e-mail or through the Client-Bank System.

5.1.5.2.1. In case of documents exchange with ES via e-mail, the Client shall additionally notify the Bank thereof in a letter (which contains the electronic address for documents exchange with ES) signed by Client's authorized persons, who are mentioned on the Client's signature card/List of Account Managers and sealed with the Client's seal (if applicable).

Documents exchange via e-mail is possible provided that the documents are certified with the Qualified Electronic Signature.

5.1.5.2.2. In case of documents exchange with ES through the Client-Bank System, the Client submits the original documents (the list of which is specified in Section 5.2 of this Agreement), certified with the Advanced Electronic Signature or the Qualified Electronic Signature, and copies of documents in electronic format (the list of which is determined by the Legislation), certified with the Advanced Electronic Signature or the Qualified Electronic Signature. The Parties consider copies of the documents provided for by this clause, to be duly certified copies. The Client additionally guarantees that copies of such documents are certified by the signature of Client's Authorized Person.

5.1.5.3. If the Bank's policy and Legislation provides for the possibility of transmitting a document with ES, but there is no explicit requirement for the type of ES, in such a case, for such documents the Parties may use either the Simple Electronic Signature (may be used with the consent of the Bank), Advanced Electronic Signature or Qualified Electronic Signature. Moreover, the Client independently chooses the type of ES (except for the Simple Electronic Signature, which may be used with the consent of the Bank).

The parties have agreed that the Advanced Electronic Signature shall be provided to the Bank's Client in accordance with the procedure provided for by the Bank's internal documents and the Legislation, and the Qualified Electronic Signature shall be obtained by the Client independently in accordance with the procedure established by the Legislation.

5.1.5.4. The list of documents that Client can provided the Bank with the ES is determined by the Bank's internal policy and the Legislation. The Bank separately informs the Client of the changes in the documents list, if such changes were made in accordance with the Legislation or with the Bank's policy changes.

5.1.5.5. ES is equivalent to a personal signature and seal when the ES is confirmed with Qualified Public Key Certificate using a trusted digital communication device and provided that such certificate is valid.

5.1.5.6. By signing the Banking Services Application, the Client assumes the risks of losses/expenses that may arise as a result of the implementation of the provisions of this clause 5.1.5. (with the sub-clauses) herewith, and also undertakes to compensate the Bank for the losses/expenses that may emerge as a result of the implementation of these provisions, except for the cases when such losses/expenses have emerged due to the Bank's fault.

#### **5.2. BANK SERVICE "REMOTE SERVICING WITH CLIENT- BANK BANKING SYSTEM".**

**Terms and definitions in this clause 5.2 of the Agreement carry the following meanings:**

**Public Key/s** – the cryptographic algorithm parameter for Advanced ES verification, available for both Parties.

**Electronic Document** – the document, which has information in the electronic data format, including the relevant details of the document, as well as the Advanced ES.

**Advanced Electronic Signature or Advanced ES** - an electronic signature created by the results of cryptographic transformation of the electronic data to which that electronic signature is associated, using an advanced electronic signature tool and a personal key uniquely associated with the signer and allowing to electronically identify the signer and detect breaches of the integrity of electronic data with which this electronic signature is associated. Advanced ES is formed using the Secret Keys generated by the Client under the terms of this section of the Agreement, with the purpose of signing the documents specified in clause 5.2.2. of this Agreement, being forwarded through the OTP Online Client-Bank System, which allows to confirm the integrity and authenticity of such documents and to identify the person who signed the Electronic Document for the purposes of Agreement execution. The advanced ES must be imposed with the Secret Key and verified with the Public Key.

**Certificate Request** – a document of a specified format, which includes the Open Key value and data about the Client, it is transferred to the Keys Certification Centre in electronic and/or paper formats. Secure and Public Keys are automatically generated when a Certificate Request is being created.

**Consolidated Statement** - Bank-determined format of statement that Client periodically forwards to the Bank through the Client-Bank System in order to ensure that the Bank can provide the "Salary Project" banking service and/or "Settlement service with funds distribution" as per the Public Contract.

**Instructions** – Instructions for user of the OTP Online Client-Bank System or user of the Click OTPay Client-Bank System or instruction for the user of any other electronic banking system through which the Bank performs remote servicing of the Client under this Agreement, approved by the Bank and published on the Bank's Official Website.

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

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



**OTP-code service** – banking service which provides for sending OTP-code to Client. Client provides with OTP-code Service according to conditions of signed by Parties Application for Banking Services or Application for changing Banking Services terms (depends on case).

**Public Agreement** - Banking Services Provision Agreement (public) concluded between the Parties on the basis of the Application for provision of "Salary Project" and/or "Settlement service with funds distribution" Banking Services.

**Secret Key/s** – the parameter for the Advanced ES formation cryptographic algorithm, available only to the Client.

**Public Key Certificate (Certificate/s)** – electronic document issued by the Bank's Key Certification Centre that certifies the validity and affiliation of the Public Key to the person who signed the electronic document. Client's Public Keys Certificates are provided in electronic format.

**System Support Service** – Information and reference service for the electronic banking system support.

**OTP-Code (OneTimePassword)** – one-time password which is valid for definite period of time. One-time password has to be sent every time to the mobile phone number which is filled in Application for Banking Services or Application for changing Banking Services terms (depends on case) in order to authorize Certificate Request created by the Client in Client-Bank system.

**Key Certification Centre** – a legal entity, regardless of the form of ownership, who is issuing public keys certificates. The term "**Simple Electronic Signature**" is used in the meaning according to the clause 5.1. herewith.

*In this clause 5.2. of the Agreement, the Banking Service should be understood as the BANK SERVICE "REMOTE SERVICING WITH CLIENT- BANK BANKING SYSTEM"*

### 5.2.1. TERMS AND PROCEDURES FOR BANKING SERVICE.

5.2.1.1. On the basis of the Banking Services Application concluded by the Parties or the Application on changing the Banking Services terms, the Bank connects the Client to the Client- Bank System and provide the Client with the Client-Bank System Services, the list which are specified in clause 5.2.2 of this Agreement.

5.2.1.2. All transactions provided for by this clause 5.2. of the Agreement are executed on all Client's Current Accounts, corporate card accounts and other accounts opened with the Bank.

5.2.1.3. Client services in the Client-Bank System are performed in the manner established by this clause 5.2. of the Agreement and Instructions.

5.2.1.4. The Client independently generates Certificate Requests with the help of the software, provided by the Bank, and in accordance with the Instructions, and bears the responsibility for maintaining the Certificates, OTP-codes and Secret Keys in accordance with the Agreement.

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

5.2.1.6. The Customer may receive the Banking Service using a web browser or using mobile applications.

5.2.1.7. The Bank provides and the Client has right to receive the Banking Service using a web browser under the condition that the Client shall meet the following minimum software and hardware requirements throughout the term of the Banking Service:

Operating System	Other software
Windows 2000/XP/2003/Vista/7/10 or other.	Internet browser
Technically ready to connect	A working computer with an installed operating system Internet connection at the address <b>https://ibank.otpbank.com.ua:443</b> or <b>https://otpay.com.ua:443</b> (depending on which Client-Bank System the Client receives the Banking Service) Access to the site <a href="https://ibank.otpbank.com.ua">https://ibank.otpbank.com.ua</a> or <a href="https://otpay.com.ua">https://otpay.com.ua</a> (depending on which Client-Bank System the Client receives the Banking Service)
	MS XML Parser 4 or more (only for WIN client)

The Bank provides and the Client has right to receive the Banking Service using a mobile application under the condition that the Client shall meet the following minimum software and hardware requirements throughout the term of the provision of Banking Service via Mobile Application:

Minimum operating system requirements:	Other software
iOS 8.0 + Android 4.0.3 +	Access to the Internet Mobile Application installed on mobile phone *
	<i>*Note: Mobile Application has to be downloaded: for iOS: The App Store, online mobile app store for Android: the Play Store, online mobile app store</i>

5.2.1.8. By signing the Banking Services Application or the Application for changing the Banking Services terms (depending on the situation), the Client agrees with the provisions of the Instructions, which does not require additional signing by the Parties.

5.2.1.9. By signing the Banking Services Application or the Application for changing the Banking Services terms (depending on the situation), the Client guarantees/confirms the following:

- he has understood, agrees with and undertakes to observe all the provisions of the Instructions and the Agreement;
- he has understood and undertakes to bear responsibility for violation of the requirements of the Agreement and/or the Instructions in the amounts and procedure established by the Agreement.

5.2.1.10. The Client is not entitled to transfer and/or withdraw and/or pledge and/or otherwise dispose of any of his rights and/or obligations under this section of the Agreement to any third party.

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

Through the Client- Bank system, the Bank provides the Client with the following opportunities:

5.2.2.1. Access to Client's Current Accounts, corporate card accounts and other Client accounts during the time specified in clause 5.2.3.5. this Agreement;

5.2.2.2. Execution of Client's outgoing payment orders;

5.2.2.3. Receipt of information about incoming payments;

5.2.2.4. Receiving information about the daily balance of Client's Current Accounts, corporate card accounts and other Client accounts;

5.2.2.5. Ability to generate statements from Clients' Current Accounts, corporate card accounts and other Client accounts;

5.2.2.6. Receiving information provided by the Bank;

5.2.2.7. Execution of applications for return/replenishment of deposit on demand «Call deposit»;

5.2.2.8. Transfer of the following electronic documents:

1) payment order in foreign currency;

2) application for issuing a letter of credit;

3) application for a loan;

4) application (order) on purchase of foreign currency;

5) application (order) on sales of foreign currency;

6) application (order) on distribution of foreign currency;

7) informative notice regarding the purchase of foreign currency;

8) application for the purchase of foreign currency with another foreign currency;

9) approval for the forward transaction;

10) Client's requests and applications regarding services provided by the Bank and which do not contradict the Law (including an application to set up daily spending limits for the corporate cards, application to receive information on corporate card account status, application to receive corporate card account statement, application for transfer of funds within the limits of a corporate card account, application for reissue of a corporate card, a clarification letter regarding transactions on the corporate card account, etc.);

11) clarification letter concerning export-import operations;

12) clarification letter concerning transactions in the national currency;

13) letters on the current accounts operation and transactions in national and foreign currencies;

14) Summarized Information and other registers of funds distribution that are transferred in accordance with the agreements concluded between the Bank and the Client;

15) notification letter regarding dismissing the cardholder and/or termination of the legal relations, according to which the holder receives payments on the card account;

16) Application for closing the Current Account;

17) notice regarding a contract concluded by a resident-borrower, who is not a banking institution, and/or a notice regarding changes to the Agreement between a resident-borrower, who is not a banking institution, in accordance with the requirements of the Legislation;

18) Application for repayment/replenishment of deposit on demand «Call deposit»;

19) copies of documents stipulated by legal acts for the realization of foreign currency purchase/exchange operations and/or control of export, import operations.\*

\* **Note:** The provisions of this Sub-clause 19) shall be applied by the Parties only after a separate notification from the Bank to the Client through the Client- Bank System regarding the possibility of its application.

20) questionnaire, ownership structure of Client;

21) other documents, the Bank will separately inform the Client about the possibility their transfer through the Client-Bank System;

5.2.2.9. Creation and Signing Application for Connection/Guaranteed Payment Application (as this definitions have meanings according to clause 5/ of this Agreement)

5.2.2.10. Other services about which the Bank additionally notifies the Client.

**Warning 1:** the Bank carries out payments in foreign currency through the Client- Bank System only under condition that the Client has preliminary submitted the originals/certified copies of all necessary documents in accordance with the requirements of the Legislation (foreign economic contract, customs declaration, report of rendered services, tax certificate, etc.), depending on the type of payment.

**Warning 2:** in case of absence opened current accounts within Bank for the Client, Bank provides Client via Client-Bank system exclusively services according to clauses 5.2.2.6 and Sub-clauses 10) and 14) of clause 5.2.2.8 of the

Agreement. Bank has a right (but is not is obliged) to provide Client via Client- Bank system other Services and informs Client additionally about this.

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

5.2.3.1. The Client submits his initial payment orders and other documents specified in clause 5.2.2. herewith through the Client- Bank System in the electronic format in accordance with the parameters of the Client- Bank System.

5.2.3.2. Other documents not listed in clause 5.2.2. of this Agreement shall be provided to the Bank in the usual paper format, unless otherwise provided by this Agreement and/or Public Agreement and/or other agreements concluded between the Bank and the Client.

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

5.2.3.4. The Bank establishes the authenticity of each document submitted through the Client- Bank System by verifying the Client's Authorised Person's Advanced ES. Provided that, based on the results of the verification, the Bank recognizes such document as authentic, the Bank shall accept it and (unless there is evidence of the Bank's fault) shall not be held liable if such document will turn out to be not authentic. The documents that the Bank recognizes as non-authentic, shall not be accepted (rejected) by the Bank with an explanation of the reasons, and the Bank shall not be held liable if, in fact, such document will turn out to be genuine.

5.2.3.5. The Client- Bank system is available 24/7, taking into account sub-clause 5.2.3.6. herewith (except for technical breaks, force majeure, etc.).

5.2.3.6. Despite the provisions of clause 5.2.3.5. of this Agreement, the Bank accepts and processes the documents received through the Client- Bank System (executes the Client's order) during the Transaction Hours.

5.2.3.7. Before receiving the Client's notification, as provided in clauses 5.2.7.1.8. and 5.2.7.2.11. of this Agreement, the Bank renders services provided for in this Section of the Agreement and shall not be held liable for any losses incurred by the Client.

5.2.3.8. The fact that the Client is using the Client- Bank does not exclude the possibility for the Bank to process Client's documents (including settlement) in a paper format in accordance with the terms of this Agreement and/or Public Agreement and/or other agreements concluded between the Client and the Bank.

5.2.3.9. The parties agreed that the documents provided for in clause 5.2.2., herewith, which are submitted through the Client- Bank System, provided that they are recognized as authentic by the Bank, shall be deemed to have the force of the original and shall be valid taking into account information listed below in this clause.

However, in any case, the document specified in sub-clause 3) of clause 5.2.2.8. of the Agreement must be submitted by the Client to the Bank in a paper format signed by Client's authorized representatives (if the Client is a legal entity) or by the Client himself (if the Client is an individual entrepreneur) and sealed by the Client's seal if the Client uses a seal in accordance with the Legislation. The Bank has the right to reject these documents if they are not filled out, filled with mistakes or do not meet the requirements of this Agreement.

5.2.3.10. The Bank provides daily information on incoming and outgoing payments as well as the balance on Current Accounts for the previous Banking Day. Such messages Client receives through the Client- Bank System in electronic format on the next Banking Day not later than 9.30 am.

### **5.2.4. AUTHORIZATION, SAFETY AND CONFIDENTIALITY.**

5.2.4.1. For the initial login to the Client-Bank System (using both a web browser and a Mobile Application), Bank provides via e-mail of the Client's users, according to Application for Banking Services or Application for changing Banking Services terms (depends on case) login and password for the initial login to the Client-Bank System.

5.2.4.2. During the initial login to the Client- Bank System and also anytime during the period Bank provides Banking Service (if necessary), Client's user creates Certificate Request in the Client- Bank System according to the Instructions. In case if Bank provides Client's user with Service OTP-code according to Banking Services Application or the Application for changing the Banking Services terms (depending on the situation), to the phone number which is written in Banking Services Application or the Application for changing the Banking Services terms (depending on the situation) will be send automatically one-time OTP-code for Certificate authorization. In this case Certificate Request which was made by Client and Certificate which issues Bank will be done automatically after Client enter one-time OTP-code in the Client- BankSystem (which is a Simple ES) its verification by the Bank.

In case if Bank doesn't provide Client with service OTP-code according to Banking Services Application or the Application for changing the Banking Services terms (depending on the situation), Client's Authorised Person, stated in the signature card/List of Account Managers, needs to print and personally sign Certificate Request which was made by Client (according clause 5.2.7.2.3. of this Agreement ) and bring it in Bank for further authorization. Bank authorizes Certificates Requests and issues Certificates after checking the data in Certificates requests.

The Bank authorizes the Certificates after verifying the data specified in the Certificate Requests.

5.2.4.3. The client signs the documents specified in clause 5.2.2. of this Agreement, with the help of Secret Keys, generated by the Client in the Client- Bank System when corresponding Certificate Requests were generated.

5.2.4.4. Secret Keys shall be replaced with the new ones in cases stipulated by the Agreement, or at the request of one of the Parties, including at the expiration of Certificate's validity.

5.2.4.5. Taking into consideration the peculiarities of electronic data processing, the Parties recognize the methods for transferring, authentication and storage of data, documents and other information transmitted through the Client- Bank System, to be safe, reliable and sufficient, and to comply with the requirements of the current legislation of Ukraine in the field of providing trust electronic services and information protection.

5.2.4.6. Any document containing Advanced ES, generated through the Client- Bank system with the help of Secret Keys in the manner, specified in this Agreement, and verified in accordance with the requirements of clause 5.2.3.4. of this Agreement is considered authentic and is an analogue of a paper document signed by Client's authorized representatives (if the Client is a legal entity) or personally by the Client/Client's authorized person (if the Client is an individual entrepreneur) and sealed by the Client, if the Client uses the seal in accordance with the Legislation.

5.2.4.7. The responsibility for the accuracy of banking details information of the electronic document is borne by the person who signed the document with his Advanced ES, while the Parties acknowledge that it is impossible to falsify Client's Advanced ES without knowing the information about the Client's Secret Key.

5.2.4.8. By signing the Banking Services Application/Application on changing the Banking Services, the Client acknowledges the cryptographic protection method of electronic documents, in particular with Advanced ES, which is applied to the electronic settlement document within the Client- Bank System, to be sufficient.

5.2.4.9. The Parties to this Agreement acknowledge that information on the electronic banking system, means and processes used in connection with its operation, and any other information exchanged between the Parties in connection with the implementation of this clause 5.2. of the Agreement (other than widely-known information) is considered to be confidential information that cannot be disclosed to any third party, in whole or in part, except for the cases stipulated by the Legislation. In particular, the Client shall take all necessary precautionary measures to ensure that it is impossible to access or use the Client- Bank System, its facilities and processes (including encryption algorithm and other protection measures, etc.) by any person, except in duly-authorized Client's representatives, indicated in the signature cards/List of Account Managers provided for carrying out transactions on Current Accounts.

5.2.4.10. In order to ensure the confidentiality of information submitted through the Client- Bank System and which, in accordance with the Legislation, is confidential or contains banking secrecy, such information should be forwarded in a secure way (using cryptographic or other means of information protection).

#### **5.2.5. PAYMENT FOR BANK SERVICES PROVIDED THROUGH THE CLIENT-BANK SYSTEM.**

5.2.5.1. The Client shall pay for services rendered by the Bank in accordance with this clause 5.2. of the Agreement, in the amount and in the manner as specified in the Bank Service Fees, taking into account the following:

5.2.5.1.1. Client has to pay for connecting to the Client- Bank System during no more than 3 (three) Banking Days from the date of submitting the Banking Services Application or the Application for changing the Banking Services terms (depending which of the Applications presupposes connection to such Banking Services), in the amount stipulated by the Bank Service Fees.

5.2.5.1.2. Payment for issuing/replacing/unlocking Certificates upon Client's request, Certificates Request and changing the access type to the Current Accounts for the authorized persons shall be paid by the Client to the Bank's account as 100% prepayment according to the Bank Service Fees, and within the term not later than 1(one) Banking Day preceding the day of providing the corresponding service.

5.2.5.2. In case the Client fails to pay Bank's fees for the rendered services, in accordance with this clause 5.2. of the Agreement, during 10(ten) Banking Days from the moment of debt occurrence, including the cases then there are no sufficient funds on Client's Current Accounts to pay the full commission fee, the Bank then disconnects the Client from the Client- Bank System. The renewal of the Client's connection to the Client- Bank System is carried out by the Bank after the Client fully pays off the debt for the services received in accordance with this clause 5.2. of the Agreement.

#### **5.2.6. MEMO ON INFORMATION SAFETY REQUIREMENTS WHEN USING CLIENT- BANK SYSTEM (compulsory for the persons who have the right to impose an Advanced Electronic Signature and/or Simple ES on payment documents and/or sign Certificate Requests on behalf of the Client, as well as for the persons responsible for the operation and administration of the computer(s) with the installed software Client-Bank System).**

The effectiveness and security of using the Client- Bank System to a large extent depends on the strict observance of information security requirements when operating the system.

By providing the specified service, the Bank has created a convenient technology that provides reliable protection of company payments, provided that unauthorized access of third parties to the installed Client- Bank System, secret keys and security passwords, is prevented.

The reasons for unauthorized access may be the direct physical access of unauthorized persons to the computer with installed Client- Bank System, computer can pick up viruses and Trojan programs. Factors contributing to the compromise of secret keys are the abandonment of the media with secret keys in computer USB ports by the end of work or the permanent storage of secret keys on its hard disk.

For its part, the Bank takes all measures to prevent the potential threats to information security and recommends that the following safe working rules within the Client-Bank System should be followed:

##### **Basic rules:**

1. Limit the access of third parties to the computer You are using for working with Client-Bank System. Ensure the security of the room where it is installed.
2. Limit the access of third parties to the mobile phone which is used for receiving one-time OTP-codes. Do not tell anyone one-time password. Remember that Bank's managers can't motivate/push Client to inform somebody about passwords, codes, requisites of payments etc, give recommendations about making payments for the benefit of third parties.

**Note!** Bank doesn't recommend to use mobile phone numbers without signing agreement with mobile service operator for receiving one-time OTP-codes.

3. Provide secure storage for the Secret Keys on external media (token, etc.). Do not store the Secret Key files on your computer's hard drive. Immediately after the operations with Secret Keys, disconnect their media from the computer, do not leave them permanently connected to the computer.
- 4 Use two signatures (two keys) from two separate computers to sign payment documents.
5. Periodically monitor the status of your current accounts (at least 1 time daily), even if You personally do not perform any payment transactions in Client-Bank System.
6. Use only licensed software from trusted sources.
7. Use antivirus software and perform timely installation of antivirus database updates.
8. Provide timely installation of operating system security updates (it is not recommended to use operating systems that the developer does not support (for example, Microsoft Windows 98, Microsoft Windows 2000, Microsoft Windows XP, etc.).
9. Activate the access filtering mode to the Client-Bank System by the IP address - the regular function of the Client-Bank System. Your IT administrator should contact the System Support Service to receive detailed information on activating the access filtering by IP address and making the appropriate settings.
10. Do not use a computer with installed Client-Bank System to view non-work-related Internet resources; do not visit sites with questionable content, which often are sources of malware spreading (user may not notice the damages incurred).
11. Do not install nor store suspicious files that were obtained from unreliable sources downloaded from unknown Websites, sent by email, etc. Such files have to be immediately deleted. If you need to download a file, be sure to check it with an antivirus program before using.
- Auxiliary rules:**
- 12.Restrict Internet access from the workplace, which uses the Client-Bank System, with only the necessary range of trusted resources (banks, counteragents, etc.).
- 13.Do not work with the Client-Bank System under an account with extended rights in the operating system (for example, "Administrator").
- 14.Disconnect the Guest account, exclude the auto-login mode on the operating system when downloading.
15. When working with the Client-Bank System use passwords that meet the following requirements:
  - the password to log into the Client-Bank System and security passwords for secret keys have to be set different from all other passwords You are using;
  - choose passwords of sufficient length (not less than 6 characters), but which you can remember (it is strongly not recommended to recover passwords);
  - never choose as a password: date of birth, name and surname of your or of your close relatives, your car number and other well-known names/words that can be logically linked to you;
  - try to avoid using commonly known word forms, it is better to use phrases;
  - use uppercase and lowercase letters as well as numbers.
- 16.Computers with Client-Bank System installed should have the following operating system boot options disable: boot from removable media (floppy disk, USB, CD-ROM), download over network. Login to BIOS settings must be password protected, which is known only to the system administrator.
- 17.Do not leave uncontrolled the computers without the Client-Bank System installed. In temporary absence, it is necessary to:
  - save and close all payment documents, which are open for editing;
  - block the workplace by means of the operating system;
  - the user account must be password protected;
  - the settings of the operating system should contain password settings for the cases when the operating system is blocked;
  - logout from the Client-Bank System must be done by pressing the "Exit" softkey.
- 18.Keep external media of key information (tokens) in a safe or closed in the desk.
- 19.Do not pass key information media to third parties and do not give them access passwords to the Client-Bank System. When detecting facts of third parties' access to the key information (also when such access is just suspected) immediately initiate blocking and changing the key information.
- 20.Do not write or save passwords to Secret Keys together with key media (usb flash, token, etc.).
21. Check and prevent the usage of Remote Administration Tools (TeamViewer, Remote Desktop Services with Remote Desktop Connection, PuTTY, VNC, UltraVNC, Hamachi, Remote Office) Manager, etc.) on computer which has Client-Bank System installed. If such software is detected, immediately notify the Bank in order to block your account in the Client-Bank System, remove the detected software, and be sure to reissue the Secret Keys\change passwords;
22. Avoid using PCs installed in public places, someone else's computers and laptops, smartphones, etc. to work with the Client-Bank System.
23. For communication with persons who have the right to sign payment documents, always indicate personal email addresses in the application (do not use group mailboxes).
- 24.Use the Intrusion Prevention System.
- 25.Use network firewalls.
- 26.When dealing with e-mail and instant messaging services (ICQ, Skype, Mail.Ru-Agent, etc.), pay special attention to the sender of the message. If the sender is not known to You, it's definitely not recommended to open attachments and other forwarded files.
- 27.Set up Your Internet browser to prohibit the automatic download and start of files from the Internet;

28. For the sake of security of authorization data in the Client-Bank System, refrain from storing user credentials (login/password) in browsers. Use separate password storage and management utilities to automate the credential entry process.

29. If you suspect your computer is infected with viruses or other malware (inappropriate reaction to Your actions, "freezing", obscure deceleration, self-activity, strange windows pop-up, etc.) - immediately notify the Bank in order to block Your account in the Client-Bank System, contact the system administrator to remove the computer virus, then mandatory reissue the Secret Keys\change the passwords;

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

**Please pay attention!** The Bank does not send the updates of the Client-Bank System software by e-mail. Do not respond to suspicious emails or phone calls asking you to make a payment, send the electronic signature Secret Key, password and other confidential data. In case of receiving such letters, we kindly ask you to contact the Bank:

- Information Security Management, e-mail IT.Security@otpbank.com.ua
- Client Support Service Client-Bank System, contact phones:  
+ 38 044 4900533 and +38 044 4901181, or by e-mail clb@otpbank.com.ua

## **5.2.7. RIGHTS, DUTIES AND OBLIGATIONS OF THE PARTIES.**

### **5.2.7.1. Bank is obligated to:**

5.2.7.1.1. provide Client with access to the Client-Bank System within 5 (five) Banking Days, and forward via email to the address indicated in the respective Banking Services Application or the Application for changing the Banking Services terms (depending on the case), , login and password for the initial login to the Client-Bank System;

5.2.7.1.2. Authorize Certificates Requests provided by the Client in accordance with clause 5.2.7.2.3;

5.2.7.1.3. To familiarize the Client with the Instructions, and other documentation necessary for the Client to connect to Client-Bank System and to work in the Client-Bank System;

5.2.7.1.4. Issue certificates for Client's authorized persons according Certificate Request which was made by Client in order of clause 5.2.4.2. of this Agreement in cases of Secret Key blocking or loss.

5.2.7.1.5. Provide the Client with the consultation information (System Support Service) regarding the use and operation of the Client-Bank System during 1 (one) Banking Day upon receiving Client's reasoned request

5.2.7.1.6. To execute the Client's orders for funds transfer from Current Accounts, if the documents for order execution are recognized by the Bank as authentic in accordance with the rules specified in clause 5.2.3.4. of the Agreement, provided that the balance on the Client's Current Account is sufficient to execute the order and the Client has provided all other documents required by the Bank to execute the order in accordance with the requirements of the Legislation.

5.2.7.1.7. In case Banks receives several electronic documents (including settlement ones) of the same content with the same document number and/or the Banks simultaneously receives several documents of identical content in hard copy and/or in electronic format, the Bank accepts each separate document for execution or refuses to execute in accordance with the requirements of the Agreement and/or other agreements, unless otherwise specified in the Instructions. At the same time, the Client is responsible for the simultaneous provision of settlement documents in writing and/or electronic format.

5.2.7.1.8. Immediately suspend execution of transactions in accordance with this clause 5.2. of the Agreement, based on the Client's letter containing the signatures of Client's authorized persons and Client's seal (if applicable), regarding Comprometation of the Secret Key.

5.2.7.1.9. In case Client changes his authorized persons who have the right to dispose of the Client's Current Accounts (for Clients who are legal entities) and/or changes his authorized persons who have the right of first or second signature of Consolidated Statement (in case if ordered the "Salary Project" banking service and/or "Settlement service with funds distribution" as per the Public Agreement) or Client changes his authorized persons (for Clients who are individual entrepreneurs), - to block Certificates provided that the necessary documents were submitted to the Bank in accordance with the requirements of the Legislation, internal Bank documents and the Application for changing the Banking Services terms.

### **5.2.7.2. Client is obligated to:**

5.2.7.2.1. Provide and be liable for meeting the information security requirements at his workplace with the installed Client-Bank System software. The Client is obliged to take into account (without limitation) the requirements set forth in the "Memo on information safety requirements when using Client-Bank System (clause 5.2.6 of this Agreement), in order to provide information security at its workplace.

5.2.7.2.2. When necessity, to execute the Certificates Requests through the Client-Bank System and in accordance with the Instruction.

5.2.7.2.3. In case if Bank doesn't provide Client with service OTP-code according to Banking Services Application or the Application for changing the Banking Services terms (depending on the situation) to provide to the Bank a properly completed Certificate Request in writing, signed by the Client's authorized persons (if the Client is a legal entity) or personally by the Client (if the Client is an individual entrepreneur) and sealed (if applicable) by the Client.

5.2.7.2.4. Timely and fully pay for the services received through the Client-Bank System in accordance with clause 5.2.5.1. of this Agreement and the Bank Service Fees.

5.2.7.2.5. To assist the Bank in fulfilling its obligations as set out above.

5.2.7.2.6. Create and maintain a safe and normally functioning software and hardware environment for operation the Client-Bank System during the term of the Banking Services provision in accordance with this clause 5.2. of the Agreement.

5.2.7.2.7. Use the Client-Bank System strictly in accordance with the Instructions and terms of the Agreement, to prevent inappropriate, careless use of the Client-Bank System and to prevent its failure as a result of non-compliance with the above-mentioned requirements.

5.2.7.2.8. Ensure safe storage of Certificates, Secret Keys and passwords for the Client-Bank System, prevent their unauthorized use by unauthorized persons.

5.2.7.2.9. Simultaneously with change of Client's signature cards/List of Account Managers resulted from changing the persons who have the right to dispose of the Client's Current Accounts (if the Client is a legal entity) and/or Client's authorized persons (if the Client is an individual entrepreneur), and/or change of persons who have the right to enter documents into the Client-Bank System and/or the right to review any documents forwarded through the Client-Bank System (without the right to sign nor transfer such documents) and/or authorized persons who have the right of first or second signature of Consolidated Statement (in case if ordered the "Salary Project" banking service and/or "Settlement service with funds distribution" as per the Public Contract.), - to submit an Application on changing Banking Services terms and perform the actions specified in clause 5.2.7.2.2. and, if applied clause 5.2.7.2.3. herewith.

**Note!** The Client is obliged to immediately inform the Bank, with the provision of relevant documentation, about changing the persons who have the right to dispose of the Client's Current Accounts (if the Client is a legal entity) and/or Client's authorized persons (if the Client is an individual entrepreneur) and/or about changing his authorized persons who have the right of first or second signature of Consolidated Statement (in case if ordered the "Salary Project" banking service and/or "Settlement service with funds distribution" as per the Public Contract.), about the modifications of such documents, or about filing documents which affects the content or validity of documents submitted to the Bank in the manner prescribed by the Agreement. In case the Client fails to provide such documents, the Bank shall not be liable for operations under Client's Current Accounts, executed with the help of the Client-Bank System, at the instruction of the persons indicated on the signature card/List of Account Managers at the moment of such transaction in the period until the submission of the documents which reflect these changes in the Client-Bank System. However, the Client assures and guarantees that all operations under the Current Account using the Client-Bank System are performed in accordance with the requirements of the Legislation and by Client's authorized persons. In case if Client hasn't informed Bank about changing his authorized persons who have the right of first or second signature of Consolidated Statement (in case if ordered the "Salary Project" banking service and/or "Settlement service with funds distribution" as per the Public Agreement) Parties agreed, that Bank will accept Consolidated Statement which was signed by Client's authorized persons who have the right of first or second signature of Consolidated Statement according to documents which Bank has.

5.2.7.2.10. In the event of expiration of the Certificate, to perform the actions indicated in clause 5.2.7.2.2. of the Agreement. Here with authorization of Certificate Request, which was made by Client in electronic form because of previous Certificate expiry date, will be done automatically without providing Bank with Certificate Request on paper.

5.2.7.2.11. In the case the Secret Key was Compromised, to immediately inform by telephone the Bank System Support Service. When calling the Client is obliged to inform the Bank employee (upon request) additional information about himself (name, tax number). System Support Service employee shall block the Secret Key and notify the Client that it is necessary to issue a new Certificate. In this case, the Bank operates on the basis of clause 5.2.7.1.4. of this Agreement, and the Client carries out actions according to clause 5.2.7.2.2. and if applied clause 5.2.7.2.3. of this Agreement.

5.2.7.2.12. By completing the Banking Services Application/Application on changing the Banking Services terms, the Parties have agreed that Client's oral notification to the Bank's shall be made in accordance with the procedure stipulated in clause 5.2.7.2.11. of the Agreement, and it is a sufficient ground for the Bank to block the Client's Certificate.

5.2.7.2.13. Provide funds on the Client's Current Account sufficient to pay the Banking Service Fees, provided through the Client-Bank System .

### **5.2.7.3. Bank has the following rights:**

5.2.7.3.1. Amend the Instruction. The Bank shall notify the Client about such amendments either through the Client-Bank System, or by placing information in public places accessible to the Client at the Bank's offices, or by posting information on the Bank's Official Website. If Client is using the Client-Bank System after amendments to the Instruction were introduced means that the Client has agreed to continue receive the services under this Agreement, taking into account the Instruction amendments.

5.2.7.3.2. Not to execute an electronic document if there was a need to identify the Client, the essence of the transaction or activity, financial situation, or in the event that the Client did not provide the documents and information confirming this data, or intentionally submitted false information about himself, or failed to update this information in the due time, or if the Bank has doubts that the electronic document is signed by an authorized person of the Client, and not as a result of the interference of third parties in the work of the Client-Bank System.

5.2.7.3.3. To return unexecuted electronic documents, if they were filled out in violated of legislation, NBU regulations and internal Bank rules. The Bank informs the Client about the reason for the non-execution of an electronic document/remote order by means of the Client-Bank System (with explanation and argumentation obligatory mentioned).

5.2.7.3.4. Expand the services list provided by the Bank through Client-Bank System, and inform the Client about such expansion beforehand.

5.2.7.3.5. Block Client's access to the Client-Bank System in case the Client failed to pay for the services provided through the Client-Bank System within 10 (ten) Banking Days from the date of arrears.

5.2.7.3.6. Refuse in issuance of Client Certificates if the corresponding Certificates Requests were found to be unauthorized or Commission for such requests was not paid in accordance with the Bank Service Fees.

5.2.7.3.7. Bank carries out periodic inspections of how Client fulfils the requirements regarding data protection and storage of protection means, Bank can also terminate servicing the Client-Bank System if Client fails to fulfil the specified safety requirements.

5.2.7.3.8. To return unexecuted Consolidated Statements in cases and in order according to the Public Agreement.

**5.2.7.4. Client has the following rights:**

5.2.7.4.1. To use the services provided by the Bank through the Client-Bank System and specified in clause 5.2.2 of this Agreement during the term of receipt of the Banking Service in accordance with the terms of the Agreement.

5.2.7.4.2. If the Secret Key was Compromised, or the validity of the Certificates expiration, to perform at any time the steps specified in clause 5.2.7.2.2. and clause 5.2.7.2.3. of this Agreement.

5.2.7.4.3. To contact the Bank in order to block access of authorized persons by submitting an Application for changing the Banking Services terms.

5.2.7.4.4. To use the System Support Services. The connection to the System Support Service is carried out by telephone and/or electronic means, and assistance is provided in accordance with clause 5.2.7.1.5. of this Agreement.

5.2.7.4.5. To use OTP-code service if it was ordered according to Banking Services Application or the Application for changing the Banking Services terms (depending on the situation) which is signed by Parties and to change terms of use of OTP-code service or refuse to use OTP-code service providing the bank with Application for changing the Banking Services terms.

**5.2.7.5. Responsibilities of the parties.**

5.2.7.5.1. The Client agrees to compensate the Bank for all losses and expenses incurred by the Bank or which may be charged to the Bank in connection with the execution of any orders, instructions, and other documents of the Client received through the Client-Bank System irrespective of whether these orders/instructions/other documents are correct, complete, authentic or actually sent by the Client, except when such losses were caused by the Bank's fault.

5.2.7.5.2. The Bank shall not be liable for violating the terms of connecting the Client to Client-Bank System if the Client has not paid the Bank's commission fees for connecting to the Client-Bank System in the amount and within the time limits set by the Bank Service Fees and this clause 5.2. of the Agreement, or if Client's software and hardware that is meant to operate with the Client-Bank System does not meet the requirements specified in the clause 5.2. herewith.

5.2.7.5.3. The Bank is not liable for the damages incurred by the Client as a result of unauthorized use of Secret Keys/OTP-Codes/ Client-Bank System.

5.2.7.5.4. The Bank shall be exempted from liability for full or partial non-compliance with the conditions of Clause 5.2. Agreement in the case of:

- use of the Client-Bank System by the Client in violation of the rules established by the Agreement and/or the Instruction;
- breach of the Agreement and/or the Instruction by the Client by deliberate action, negligence or inaction;
- malfunctioning of equipment or software other than equipment provided by the Bank used to operate the Client-Bank System;
- Client's use of devices under special service accounts, which grant the right to execute all transactions without exception (i.e. devices with open root access, "rooted" devices, including Jailbreak);
- inappropriate antivirus protection of Client's computer or other equipment used to operate the Client-Bank System;
- lack of electricity supply, termination of rendering of services under the Agreement as a result of natural disasters or actions of state bodies that make it impossible to continue providing services under the Contract;
- Client's losses due to improper use of the Client-Bank System;
- unreliability of information in the documents provided by the Client;
- - amendments to the Legislation or the adoption of new laws, other normative legal acts that change or terminate the legal relations governed by the Agreement.

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

5.2.7.5.6. The Client is liable for violating the payment terms set in clause 5.2.5. of this Agreement, and shall pay the Bank a fine in the amount of the double discount rate of the NBU, valid on the moment (during the term) of such violation, from the delayed payment up to the date of payment for each day of delay. For the purposes of this subclause, the delay is also considered to be lack of funds for writing off to pay the Bank fees in accordance with the procedure stipulated in clause 6.1 of this Agreement.

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



*At this clause 5.3. of the Agreement, the Banking Service should be understood as "REGULAR PAYMENTS" Banking Service*

5.3.1. Based on the Application for approving terms of "Regular Payments" Banking Service, the Client shall entrust the Bank with the right to write off money to execute Client's Regular Payments (as this term is specified in clause 5.3.3 of this Agreement) from Client's Current Account specified in the Application for approving Terms of "Regular Payments" Banking Services.

5.3.2. Each Application for approving terms of "Regular Payments" Banking Service is concluded in writing. The Parties' Application on approving terms of "Regular Payments" Banking Service shall be submitted by the Client to the Bank already filled in and signed by the Client's authorized person, when Bank approves the Application for approving terms of "Regular Payments" Banking Service it is subsequently signing by Bank's authorized representatives. The application for approving the terms and conditions of "Regular Payments" Banking Services may be concluded for each Client's Current Account separately, or simultaneously for several or all Client's Current Accounts. At the same time, the Banking Service is provided solely with respect to the Client's Current Account(s) which is (are) specified in the Application for approving terms and conditions of "Regular Payments" Banking Service.

5.3.3. Regular payment is a payment paid by the Client with a fixed periodicity (once a week, once a month, etc.), in a certain amount with the same payment reference and to the same recipient (hereinafter referred to as the "**Regular Payment**"). Payments that do not meet the requirements stated above in this section are not Regular Payments.

5.3.4. The Bank shall debit Regular Payments from the Current Account and transfer funds to the beneficiary account(s) in accordance with the schedule of payments specified in the Application for approving the terms and conditions of "Regular Payments" Banking Services (herein after referred to as the "**Payment Schedule**"). Furthermore, the Bank provides the Banking Service and performs the Regular Payments in accordance with the terms of the Agreement concluded by the Parties on approving the terms and conditions for "Regular Payments" Banking Service starting from the next Banking Day from the conclusion date of the corresponding Application for approving terms and conditions of "Regular Payments" Banking Service.

5.3.5. The amounts to be debited from the Current Account and all other information required by the Bank to execute the Regular Payment (beneficiary's name, identification code, beneficiary's account number, beneficiary's bank name and MFI, payment reference, and Payment Schedule) are indicated in the Application on approving the terms and conditions of "Regular Payments" Banking Service.

5.3.6. The Client is liable for correct indication of the data specified in clause 5.3.5. herewith.

5.3.7. the Bank is checking during the Banking Day availability of funds on the Current Account on the date of debiting the Regular Payment. Furthermore, if during such a check, as indicated in the above clause, the Bank found out that there are no sufficient funds on Client's Current Account to debit the Regular Payment in accordance with the terms of this Agreement, it is considered that there were no funds or insufficient funds on the date of Regular Payment write-off, which resulted in non-execution of this transaction. When there are no sufficient funds on the Current Account to execute the Regular Payment on the date of writing-off in accordance with the Payment Schedule and the terms of this Agreement, the Bank shall not be liable for the non-payment (Client's violation of the terms of transfer, etc.) of the Regular Payment.

5.3.8. In the event of the absence or insufficiency of funds on the Current Account on the date of Regular Payment debiting so that the Bank cannot execute all Regular Payments in accordance with the Payment Schedule, the Bank shall debit part of the said Regular Payments as per his own choice - within the limits of funds available on the Current Account. Moreover, the Bank shall not be liable for non-payment (Client's violation of terms of transfer, etc.) of Regular Payments. The Bank does not track the further status of these Regular Payments and does not perform debiting on a different date when the Current Account was credited with sufficient funds to execute the remaining Regular Payments according to the Payment Schedule (taking into account the features specified in clauses 5.3.8.1 and clause 5.3.8.2 of the Agreement).

5.3.8.1. If on the basis of this Agreement a Single Payment is debited, the Bank does not make a partial write-off of the amount of the Regular Payment. At the same time, the Bank shall not be liable for the non-payment (Client's violation of the terms of transfer, etc.) of such Regular Payment.

5.3.8.2. Under this Agreement, the Bank may apply two variants of debiting Regular Payments - the write-off of standard Regular Payments and the write-off of Regular Payments with Extended Duration. The specific version of Regular Payments write-off is indicated by the Parties in the Application on approving terms and conditions of "Regular Payments" Banking Service.

In case there are no sufficient funds on Client's on the Current Account to execute standard Regular Payments on the debiting date, the Bank shall acct according to clause 5.3.8. and 5.3.8.1. of the Agreement and does not track the further status of the specified Regular Payment and does not execute the debiting on a different date upon receipt of sufficient funds on the Current Account.

In case there are no sufficient funds on Client's on the Current Account to execute Regular Payments with prolonged validity, the Bank may extend the execution of the Regular Payment for the term specified in the Payment Schedule. In case funds, sufficient to execute the Regular Payment will not be credited on the Current Account within the time specified in the Payment Schedule, the Bank shall not be liable for the non-payment (Client's violation of the terms of the transfer, etc.) of the Regular Payment. The Bank does not track the further status of the specified Regular Payment and does not execute the debiting on a different date upon receipt of sufficient funds on the Current Account.

5.3.9. All Regular Payments under this Agreement are executed on the debiting date of such Regular Payments during the Banking Day as per the Payment Schedule and in accordance with clause 5.3.7. of the Agreement, unless otherwise specified by internal Bank documents. Moreover, notwithstanding other conditions specified in this Agreement, in case the Bank receives from the Client on the Regular Payment date other payment orders, then the Client hereby authorizes the Bank to determine on its own (subject to Legislation requirements) the execution order of such Regular Payments and mentioned other payment orders submitted by the Client.

5.3.9.1. Taking into account the clause 5.3.9. of this Agreement, the Bank shall not be held liable for:

5.3.9.1.1. failure to execute the Regular Payment, if there were no sufficient funds on the Current Account, resulted from Bank executing other payment orders received from the Client on the Regular Payment date in accordance with the terms of the Agreement, and/or the Bank was fulfilling the Legislation requirements regarding order payment order, or  
5.3.9.1.2. failure to execute other payment orders received from the Client on the Regular Payment date in accordance with the Agreement terms, as a result of the Bank's execution of the corresponding Regular Payment, and/or execution of the Legislation requirements regarding the depositing order, which resulted in insufficient funds on the Current Account to execute such payment orders.

5.3.10. In case it is necessary to make amendments into the order of Regular Payments (amounts and/or transfer of the Regular Payments, etc.), the Parties shall conclude a new Application for approving the terms and conditions of "Regular Payments" Banking Service in the manner prescribed by this Section of the Agreement. The Bank provides the Banking Service in accordance with the terms of the last signed Application for approving the terms and conditions of "Regular Payments" Banking Service concerning Client's relevant Current Account.

5.3.11. The Bank shall not be held liable for depositing Regular Payments in accordance with the terms of the Agreement, if the actual data specified in the Application for approving the terms of "Regular Payments" Banking Services has changed, but the Client failed to notify the Bank in accordance with the procedure stipulated in clause 5.3.10. herewith.

5.3.12. By concluding the Application for approving the terms and conditions of "Regular Payments" Banking Services, the Client confirms that the order of debiting Regular Payments from the Current Account, as described in the Application for approving the terms and conditions of "Regular Payments" Banking Services and this Agreement, which he clearly understood, he unconditionally agrees with such order and will not make any claims to the Bank in connection with the provision and/or failure to provide Banking Services in accordance with the procedure provided for by the Application for approving the terms and conditions of "Regular Payments" Banking Services and this Agreement.

5.3.13. The Client has the right to refuse at any time from receiving Banking Services through submitting to the Bank a corresponding written Application for Cancellation of "Regular Payments" Banking Service, signed by Client's authorized person.

5.3.14. Provision of Banking Services shall automatically terminate in case of closing the Current Account, which the Banking Service was provided for, and/or in case of termination of the Agreement, as well as in other cases stipulated by this Agreement.

#### **5.4. BANK SERVICE "ACCURAL AND PAYMENT OF INTEREST ON THE CURRENT ACCOUNT BALANCE".**

**Terms and definitions in this clause 5.4. of the Agreement carry the following meanings:**

**Group of Companies** – all legal entities whom Bank assigned a common with the Client Parent Code\*.

*\* Note: The Client has the right at any time during the term of the Banking Service to contact the Bank in order to obtain a list of legal entities, that are assigned by the Bank with the Parent Code common with the Client and which belong to the Group of Companies.*

**Group Critical Interest Rate** - the type of interest rate at which the interest on the Current Account Balance is accrued, taking into account the Value Date, and the amount of which is determined depending on the Total Balance and is agreed by the Parties in a corresponding Application for conditions of interest accrual on the Balance and may be amended in accordance with clause 5.4.4. of this Agreement.

**Value Date** – funds crediting date on the corresponding Current Account or funds debiting date from the corresponding Current Account, which is determined by the Bank in the Operating System, starting from this date Bank begins or ceases to accrue interest on the Balance of any amount credited to or debited from such Current Account, under the conditions specified in this clause 5.4. of the Agreement and the corresponding Application for conditions of interest accrual on the Balance (considering the clause 5.4.4 of this Agreement).

**Advanced ES** – is used in the meaning provided for in clause 5.2 hereof.

**Balance** – daily actual balance on the Client's Current Account, which the interest is accrued on taking into account the Value Date in accordance with the conditions of this clause 5.4 hereof.

**Individual Interest Rates** – Interest Rates, according to which interest is accrued on the Current Account Balance and the amounts of which are agreed between the Bank and the Client individually in the corresponding Application for conditions of interest accrual on the Balance (subject to clause 5.4.4 hereof).

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

**Floating Interest Rate** – the type of interest rate according to which the interest on the Current Account balance is accrued, taking into account the Value Date, its amount is agreed by the Parties in the corresponding Application for conditions of interest accrual on the Balance and may be amended in accordance with clause 5.4.4. of this Agreement.

**Critical Interest Rate** – the type of interest rate according to which the interest on the Current Account balance is accrued, taking into account the Value Date, its amount is determined depending on the Current Account Balance and is agreed by the Parties in the corresponding Application for conditions of interest accrual on the Balance and may be amended accordingly to clause 5.4.4. of this Agreement.

**Current Account** – Client's current account within the Bank, interests are occurred and paid on such account Balance (including the Value Date), in accordance with the provisions of this clause 5.4 of the Agreement and the corresponding Application for conditions of interest accrual on the Balance, concluded by the Parties.

**Interest Rate** – Floating Interest Rate, Critical Interest Rate, Group Critical Interest Rate or Fixed Interest Rate, depending on the terms the Parties have agreed in the Application of interest accrual on the Balance and the Banking Services terms and conditions.

**Standard Interest Rates** – Interest Rates according to which Interest on the Current Account is accrued and its amount is published on the Bank's Official Website.

**Total Balance** - the total balance on Client's Current Account and the legal entities' current accounts opened with the Bank, belonging to the Group of Companies and having a common Parent Code with the Client.

**Fixed Interest Rate** – the type of interest rate according to which the interest on the Current Account Balance is accrued, taking into account the Value Date, the amount of which is agreed by the Parties in the corresponding Application for conditions of interest accrual on the Balance and may be amended in accordance with clause 5.4.4. of this Agreement.

**Parent Code** – Code (common number) of the Client's affiliation to the Group of Companies, which is assigned by the Bank in accordance with Bank internal procedures/documents.

*In this clause 5.4. of the Agreement "Banking Service" term is understood as "PAYMENT AND ACCRUAL OF INTEREST ON CURRENT ACCOUNT BALANCE" Banking Service*

#### **5.4.1. GENERAL CONDITIONS OF BANKING SERVICES.**

5.4.1.1 Based on and in accordance with the terms and conditions of the Application, concluded by the Parties, on conditions of interest accrual on the Balance and taking into account clause 5.4.4. of this Agreement in the manner prescribed by clause 5.4. herewith, the Bank shall perform accrual of interest on the Current Account Balance (taking into account the Value Date) and payment to the Client of accrued interest.

5.4.1.2. The Banking Service of Interest Accrual on the Current Account Balance may be provided either for one, several or all Client's Current Accounts. The relevant Application for conditions of interest accrual on the Balance includes the number of Client's Current Account, on the Balance which, according to this Agreement, interest is accrued.

5.4.1.3. Provision of the Banking Service for the interest accrual on the relevant Current Account Balance shall be performed only after the Parties have concluded Application for conditions of interest accrual on the respective Current Account Balance as prescribed by clause 5.4.2. of this Agreement. Moreover, if Client wishes to receive a Banking Services for each separate Current Account, the Parties shall make a separate Application for conditions of interest accrual on the Current Account Balance.

Changing the conditions of interest accrual on the Client's Current Account Balance shall be made in accordance with clause 5.4.4. herewith.

Each Application for conditions of interest accrual on the Balance is an integral part of this Agreement.

5.4.1.4. Accrual of interest on the Current Account Balance may be performed at the Fixed Interest Rate or Floating Interest Rate or Critical Interest Rate or Group Critical Interest Rate.

The specific type and amount of the Interest Rate, according to which Bank accrues interest on the Balance of the respective Current Account, as well as the term (period) of the respective Interest Rate, is agreed by the Parties in the Application for the conditions of interest accrual on the Balance, except for the cases when terms of interest accrual on the Client' Current Account Balance are changes according to clause 5.4.4. of this Agreement, with due account for the following:

- Floating Interest Rate and Critical Interest Rate may be both a Standard Interest Rate or an Individual Interest Rate;
- Fixed Interest Rate may only be an Individual Interest Rate;
- Group Critical Interest Rate may only be a Standard Interest Rate;
- The size of the Group Critical Interest Rate is determined depending on the amount of the Total Balance, taking into account the Value Date;

- The Critical Interest Rate is determined depending on the Balance amount on the respective Current Account, taking into account the Value Date;
- Activation of the Group Critical Interest Rate is possible only for two or more Clients with a Common Parent Code.

5.4.1.5. Current Account Balance Interest shall be accrued by the Bank on a daily basis, however, in any case, taking into account the Value Date, in the currency of the respective Current Account for the Balance amount on the respective Current Account at the end of each Transaction Day.

In order to calculate the interest accrued on the Current Account Balance, we consider the number of days in a year to be 360 (except for the following currencies: GBP, UAH, RUB, BGN - in these cases, interest is calculated based on 365/366 days in a year).

Interest on the Balance based on the Group Critical Interest Rate is not accrued to the Client in the event that the Total Balance is negative.

5.4.1.6. By signing the Application on the conditions for interest accrual on the Balance, the Client confirms that he clearly understands and unconditionally agrees with the procedure of accrual and payment of interest on the Current Account Balance, as well as the procedure for changing the Interest Rate, accrued on the Current Account Balance and the Value Date definition, as described in clause 5.4. herewith.

#### **5.4.2. PROCEDURE PARTIES CONCLUDE APPLICATION FOR CONDITIONS OF INTEREST ACCRUAL ON THE BALANCE AND APPLICATION FOR DISCLAIMER OF INTEREST ACCRUAL ON THE BALANCE.**

5.4.2.1. Applications for conditions of interest accrual on the Balance are concluded in writing: Client submits to the Bank a filled out and signed by Customer's authorized representative Application for conditions of interest accrual on the Balance, then it is approved by the Bank through signature of Bank's authorized representative.

5.4.2.2. Applications for conditions of interest accrual on the Balance shall include the following:

- Number and date of the Applications for conditions of interest accrual on the Balance;
- Reference to this Agreement;
- Full name of the Client and his USREOU number;
- The Number and Currency of the Current Account, on the Balance of which interest is accrued in accordance with this Agreement;
- The type of Interest Rate applied for interest accrual on the Current Account Balance (Floating Interest Rate or Critical Interest Rate or Group Critical Interest or Fixed Interest Rate);
- Type of Interest Rate applied for interest accrual on the Current Account Balance (Standard Interest Rate or Individual Interest Rate)
- Interest Rate Amount (in case Individual Interest Rate is applied);
- The date from which the interest on the Balance is accrued under the terms and conditions, specified in the corresponding Application for conditions of interest accrual on the Balance;
- Interest Rate term (validity).

All other terms and conditions for interest accrual on the Current Accounts Balance, which are not provided for by the corresponding Application for conditions of interest accrual on the Balance, are determined by this Agreement.

5.4.2.3. The Parties herewith agree that the Bank has the right, at its own discretion and without explanation of any reasons for such action, to refuse in approval/not to approve the submitted by Client Application for conditions of interest accrual on the Balance, as well as to terminate interest accrual on the Current Account.

5.4.2.4. The Client has the right to refuse at any time to receive Banking Services by submitting to the Bank in writing a relevant Application for disclaimer of interest accrual on the Balance, signed by Client's authorized person.

#### **5.4.3. PROCEDURE OF INTEREST PAYMENT, OCCURED ON THE BALANCE.**

5.4.3.1 Accrued in accordance with clause 5.4.1.5. of this Agreement, interest is paid by the Bank on a monthly basis on the last Banking Day of the month at the time of closing the Banking Day in the Transaction System, calculated for the actual period during which the funds were accounted on the relevant Current Account in the relevant month.

**Note:** *If the last day of the month falls on a non-Banking Day, then the interest on the Current Account Balance for the non-Bank Days shall be accrued by the Bank depending on the Current Account Balance at the end of the last Transaction Day of the respective month (excluding the Balance interest paid on that day) and paid by the Bank on the last Banking Day of the respective month at the moment of closing such Banking Day in the Operating System.*

5.4.3.2. In the event that interest on the Current Account Balance is accrued at the Floating Rate, Critical Rate or Fixed Interest Rate, the Client has right to apply to the Bank for advance payment of interest accrued on the Current Account Balance for the respective month. The application for advance payment of interest accrued on the Current Account Balance (hereinafter - "**Application for Advance Interest Payment**") is drawn up in an optional format and is submitted to the Bank during the Transaction Time one of the following ways:

- on paper medium. In this case, the Application for Advance Interest Payment shall be signed by Client's authorized person and sealed with Client's seal, if applicable;

- digital means through Client-Bank System. In this case, the Application for Advance Interest Payment must be affixed with Client's Advanced ES.

The Bank shall transfer the accrued interest amount to the Client's Current Account during the Banking Day, when he has received the Application for Advance Interest Payment, drawn up in accordance with the provisions of this subclause, provided that the Application for Advance Interest Payment of was forwarded to the Bank during the Transaction Hours. The Application for Advance Interest Payment, forwarded by the Client after the end of the Transaction Hours, shall be executed by the Bank on the next Banking Day. Thus, the Parties have agreed that in the case of advance interest payment by the Bank based on the Client's Application for Advance Interest Payment, interest accrual does not take into account the actual date of Bank payment of such interest.

**Warning:** The Client agrees and gives his consent to that the Bank is not obliged to verify and, accordingly, shall not be held liable for the validity of the authority of the person(s) signing the Application for Advance Interest Payment on behalf of the Client. By signing the Application for conditions of interest accrual on the Balance, the Client confirms and approves any Application for Early Payment of Interest, if it contains Client's seal (if applicable) and the signatures of Client's authorized persons conforming to the signatures and stamp samples from Client's signature cards/List of Account Managers, which are available with the Bank, or Client's Advanced ES, which is acknowledged by the Bank as genuine (authentic).

**Note:** When accruing interest on the Current Account Balance under the Group Critical Interest Rate, no advance payment of accrued interest shall be performed.

5.4.3.3. In case the corresponding Current Account is being closed, the interest on the Current Account Balance shall be paid in the same currency, as the currency of the Current Account for the relevant calendar month, taking into account the Value Date, on the Banking Day preceding the closing date of the corresponding Current Account and shall be charged for the actual period from the Value Date, from which the Bank starts interest accrual, and until the last Banking Day, preceding the date of interest payment for the relevant calendar month. Moreover, interest accrual does not take into account the date of interest payment and closing date of the corresponding Current Account.

5.4.3.4. When interest is accrued on the Current Account Balance at the Floating Rate, Critical Rate or Fixed Interest Rate, and if Banking Service provision/receipt is terminated and/or this Agreement is terminated, the Balance interest in the Current Account currency for the corresponding calendar month, taking into account the Value Date, is accrued for the actual period from the Value Date, when Bank begins to accrue interest, and until the last Banking Day of Services provision and/or Agreement validity date, and is paid according clause 5.4.3.1. of the Agreement or, in case Client submits Application for Advance Interest Payment, in accordance with clause 5.4.3.2. herewith.

When interest is accrued on the Current Account Balance at the Group Critical Rate, and if Banking Service provision/receipt is terminated and/or this Agreement is terminated, the Balance interest in the Current Account currency for the corresponding calendar month, taking into account the Value Date, is accrued for the actual period from the Value Date, when Bank begins to accrue interest, until the last Banking Day of the Banking Service provision and/or Agreement validity date, and is paid in accordance with clause 5.4.3.1. herewith.

#### **5.4.4 PROCEDURE FOR CHANGING THE INTEREST RATE.**

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

5.4.4.1.1. The Bank has right to unilaterally change the Standard Interest Rate (including, but not limited to, the suspension of interest accrual on the Balance), provided that the Bank warns the Client about such **changes not less than 7 (seven) calendar days** before the date of a new Standard Interest Rate are applied, indicating when the new Standard Interest Rate takes effect. Moreover, the Parties have agreed that the Bank is deemed to have properly warned the Client about changing the Standard Interest Rate if he has informed the Client by posting information on the Bank's Official Website.

5.4.4.1.2. In the event that the Client does not agree with the new Standard Interest Rate, which has changed according to clause 5.4.4.1.1. of this Agreement, the Client is obliged to provide the Bank with an Application for disclaimer of interest accrual on the Balance before the effective date of the new Standard Interest Rate. In this case, the Bank shall terminate the provision of the Banking Services for the relevant Current Account from the date the new Standard Interest Rate takes effect.

5.4.4.1.3. If the Bank receives from the Client an Application for disclaimer of interest accrual on the Balance as provided for in clause 5.4.4.1.2. of this Agreement, interest on the relevant Current Account Balance, taking into account the Value Date, is accrued until the date when new Standard Interest Rate takes effect (not inclusively). Starting from the new Standard Interest Rate effective date, interest on respective Current Account Balance, taking into account the Value Date, is not charged unless otherwise provided by other agreements between the Bank and the Client. The interest accrued in accordance with this subclause is paid by the Bank in accordance with the procedure stipulated in clause 5.4.3. herewith.

5.4.4.1.4. If the Client does not provide the Bank with an Application for disclaimer of interest accrual on the Balance as stipulated in clause 5.4.4.1.2. herewith, it is considered that the Customer has agreed with the new Standard Interest Rate (which was changed in accordance with clause 5.4.4.1.1 of this Agreement), and interest on the Current Account Balance shall be accrued and paid by the Bank based on such new Standard Interest Rate from the date of its entry into force.

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

5.4.4.2.1. The Bank has the right to unilaterally change Individual Interest Rate specified in the respective Application for conditions of interest accrual on the Balance (including, but not limited to, the suspension of interest accrual on the Balance), provided that the Bank warns the Client of such **changes not less than 1 (one) Banking Day** before the date the new Individual Interest Rate are applied, by means of sending a respective notice to the Customer (hereinafter - **"Notice about change of Individual Interest Rate"**), indicating when the new Individual interest rate takes effect (or the date since when interest on the current accounts balance shall not accrue), its size (in case it accrues) and validity term. Moreover, the Parties have agreed that the Notice about change of the Individual Interest Rate shall be deemed duly rendered to the Client, if it is sent by the Bank to the Client in writing or by means of the Client-Bank System, or with the help of other means agreed upon by the Parties. In case the Bank sends in writing format the Notice about the change of Individual Interest Rate, the Client is considered to be notified (warned) on the change in the Individual Interest Rate on the day when Bank sent the relevant Notice to the Client, specified in the corresponding Application on the conditions of interest accrual on the Balance.

5.4.4.2.2. In case the Client disagrees with the new Individual Interest Rate, which was changed according to clause 5.4.4.2.1. of this Agreement, the Client is obliged to provide the Bank with an Application for disclaimer of interest accrual on the Balance before the new Individual Interest Rate, indicated in the respective Notice about change of Individual Interest Rate, takes effect. In such a case, the Bank terminates Banking Service provision for the relevant Current Account from the date new Individual Interest Rate, specified in the respective Notice about Change of Individual Interest Rate, took effect.

5.4.4.2.3. If the Bank receives from the Client an Application for disclaimer of interest accrual on the Balance as provided for in clause 5.4.4.2.2. of this Agreement, then interest on the respective Current Account Balance for the relevant calendar month, taking into account the Value Date, is accrued until the date when new Individual Interest Rate takes effect (not inclusively). Starting with the date when the new Personal Interest Rate takes effect, the interest on the relevant Current Account Balance, taking into account the Value Date, is not accrued, unless otherwise provided by other agreements between the Bank and the Client. The interest accrued in accordance with this subclause is paid by the Bank in accordance with the procedure stipulated in clause 5.4.3. of this Agreement.

5.4.4.2.4. If the Bank has not received from the Client an Application for disclaimer of interest accrual on the Balance as provided for in clause 5.4.4.2.2. of this Agreement, it is deemed that the Client has agreed with the new Individual Interest Rate (which was changed according to clause 5.4.4.2.1. herewith Starting with the date when the new Personal Interest Rate takes effect, the interest on the relevant Current Account Balance is accrued and payed according to the new Individual Interest Rate, mentioned in the relevant Notice about change of Individual Interest Rate.

5.4.4.2.5. If neither of the Parties informs the other Party, in writing or by means of the Client-Bank System, or by means of communication channels agreed by the Parties, regarding the intention to terminate the provision/receipt of the Banking Service not less than 1 (one) Banking Day before Individual Interest Rate expiry, specified in the respective Application for conditions of interest accrual on the Balance or the Notice about Change of Individual Interest Rate, then validity of such Individual Interest Rate, specified in the corresponding Application for conditions of interest accrual on the Balance or the corresponding Notice about change of Individual Interest Rate, is considered to be extended for on an indefinite period on the same terms. Such Individual Interest Rate validity extension specified in the respective Application for conditions of interest accrual on the Balance or the corresponding Notice about Change of Individual Interest Rate does not require Parties to conclude any separate applications, contracts or any other documents.

In order to avoid doubt, the Bank has the right to change the Individual Interest Rate specified in any Notice about Change of Individual Interest Rate (including, but not limited to, terminate interest accrual on Balance), in the manner prescribed by clauses 5.4.4.2.1.- 5.4.4.2.4. herewith.

5.4.4.3. By concluding Application for conditions of interest accrual on the Balance, the Parties agree with the procedure for changing the Interest Rate as described in clauses 5.4.4.1 and 5.4.4.2. of this Agreement without need to conclude separate agreements and documents.

The Parties hereby agree that the Bank has right to unilaterally change the interest rate, as stipulated in clauses 5.4.4.1 and 5.4.4.2. of the Agreement, an unlimited number of times and at any frequency.

#### **5.4.5. INTEREST RATE VALIDITY. PROCEDURE OF DISCLAIMER OF BANKING SERVICES RECEIPT/PROVISION.**

5.4.5.1. The Interest Rate has unlimited validity term, unless otherwise provided by the relevant Application for conditions of interest accrual on the Balance.

5.4.5.2. The Bank shall prematurely discontinue interest accrual on the Current Account Balance and Banking Service provision in the following cases:

- automatically in case if the Current Account is being closed, on the Balance of which the interest was accrued;
- automatically in case of Agreement termination;
- at any time at the Bank's initiative, provided that the Bank notifies the Client about the Banking Service termination at least 7 (seven) calendar days before the date of such termination, indicating the Banking Service termination date as well as interest accrual on the Balance in such a Notice. The Bank's Notice about Banking Services provision termination shall be sent by the Bank to the Client in writing or by means of the Client-Bank System. Subsequent accrual of interest on the Current Account Balance may be agreed upon by the Parties in the manner prescribed by this Agreement. To avoid any doubt, the Bank's Notice Banking Services provision termination shall entail the complete termination of Banking Services provision on the Current Account (s) indicated in such notice and shall not apply to cases of Standard Interest Rate and/or Individual Interest Rate changes (including termination of interest accrual for the Balance) as provided in clause 5.4.4 of this Agreement;

- in other cases, stipulated by this Agreement and/or current legislation of Ukraine.

5.4.5.3. The Client has the right at any time to disclaim from the Banking Services by submitting to the Bank an appropriate Application for disclaimer of interest accrual on the Balance in the manner prescribed by this Agreement.

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

**Terms and definitions in this clause 5.5 of the Agreement carry the following meanings:**

**Rules of Welcome Overdraft** – Rules for the provision and use of the "Welcome Overdraft" banking service, published on the Bank's Official Website.

All other terms and definitions used in this clause 5.5. of the Agreement and not defined by this Agreement, shall be used in the meaning, specified in the Rules of Welcome Overdraft.

*In this clause 5.5. of the Agreement, the term "Banking Service" shall mean the "Welcome Overdraft" Banking Service*

5.5.1. The Bank, on the basis and in accordance with the terms and conditions of the Banking Services Application concluded by the Parties or the Application for changing the terms of the Banking Services and in accordance with the procedure stipulated by the Rules of Welcome Overdraft, provides to the Client a bank loan Overdraft in UAH, and the Client receives it and undertakes to return the used Overdraft amount, to pay interest, fees and other payments made by the Overdraft in accordance with the order, amount and time limits specified in the relevant Banking Services Application or Application for changing the terms of the Banking Services and the Rules of Welcome Overdraft.

5.5.2. The Banking Service is provided within the Banking Services Limit, as defined in the Rules. As of the date of respective Banking Services Application or the Application on changing Banking Services terms, concluded by the Parties, the available Banking Services Limit is specified in the respective Banking Services Application or Application for changing Banking Services terms.

5.5.3. the Bank accrues interest for the Banking Service usage, which calculated by the Bank on the basis of the Standard Interest Rate, the amount and payment procedure of which is determined by the Rules of Welcome Overdraft. When the Parties conclude the respective Banking Services Application or Application for changing the Banking Services terms, the standard interest rate is indicated in the respective Banking Services Application or the Application for changing the Banking Services terms. The Client shall also pay the Bank a commission fee, the payment procedure and terms of payment are determined by the Bank's Service Fees. The Current Account used for the Banking Services provision is indicated in the Banking Service Application or the Application for Changing the Banking Services Conditions.

5.5.4. By signing the Banking Services Application and/or Application for changing the Banking Services terms, the Client confirms that he is acquainted with the Rules of Welcome Overdraft, agrees with them and undertakes to properly and consistently carry out his duties, determined by the Rules of Welcome Overdraft. The Rules of Welcome Overdraft are an integral part of this Agreement and are not subject to additional signature by the Parties.

#### 5.6. BANKING SERVICE «GUARANTEED PAYMENTS»

**Terms and definitions in this clause 5.6 of the Agreement have the following meanings:**

**Used Guaranteed Payment Limit** is the actual amount of the Payer Client's debt on the Overdraft plus the sum of all Guaranteed Payments created by the Payer Client and not yet executed by the Bank.

**Guaranteed Payment** is a transfer, by the Bank under the procedure of contractual debiting on a date in the future determined by the Payer Client (value date), of a certain amount of funds from the Special Account of the Payer Client to the Beneficiary's Account in accordance with the terms of the respective Guaranteed Payment Application for settlements under the agreements entered into between the Payer Client and the Beneficiary Client that provide payment delay.

**Available Guaranteed Payment Limit** is an amount equal to the difference between the Guaranteed Payment Limit and the Used Guaranteed Payment Limit.

**Guaranteed Payment Application** is an application created and signed by the Payer Client by means of the Client-Bank System, containing an instruction of the Payer Client to the Bank to make a Guaranteed Payment from a Special Account in favour of the Beneficiary Client.

**Application for Connection** is an application to connect the Payer Clients by the Bank to the Guaranteed Payment Banking Service, executed/drawn up in the form established by the Bank, signed by the Beneficiary Client and submitted to the Bank in writing or by the Client-Bank System.

**Beneficiary Client** is a Bank's Client who is the beneficiary of the Guaranteed Payment when the Bank provides the Guaranteed Payment Banking Service.

**Payer Client**-is a Bank's Client, from whose Special Account the Guaranteed Payment is transferred to the Beneficiary Client.

**Guaranteed Payment Limit** is the maximum allowed amount of the Payer Client's debt on the Overdraft together with the sum of all Guaranteed Payments created by the Payer Client and not yet executed by the Bank. The Guaranteed Payments Limit may vary and be equal to the Available Overdraft Limit, but in no case may exceed the Overdraft Limit determined in accordance with the Guaranteed Payment Overdraft Rules. In this case, at any time during the Term of the Banking Service, the Available Overdraft Limit may not be less than the amount of the Used Guaranteed Payment

Limit. If, as a result of the Bank's recalculation of the Available Overdraft Limit in accordance with the Overdraft Guaranteed Rules, the new amount of the Available Overdraft Limit is less than the amount of the Used Guaranteed Payment Limit, the new amount of the Available Overdraft Limit is fixed in the amount of the Used Guaranteed Payment Limit.

**Guaranteed Payment Overdraft Rules** mean the Rules for provision and use of the overdraft banking service for making guaranteed payments, which are posted on the Official Website of the Bank.

**Beneficiary Account** is a Current Account of the Beneficiary Client with the Bank, specified in the Application for the Guaranteed Payment Banking Service / Application for modification of the Guaranteed Payment Banking Service, made between the Bank and the Payer Client, to which the Bank transfers the respective Guaranteed payment according to the Guaranteed Payment Application.

**Payer's Account** is any Current Account of the Payer Client with the Bank except for the Special Account.

**Special Account** is a Current Account of the Payer Client with the Bank, in respect of which the Guaranteed Payment Banking Service is provided and which is specified in the Application for the Guaranteed Payment Banking Service/ Application for modification of the Guaranteed Payment Banking Service made by the Payer Client and the Bank.

**Term of the Banking Service** is the term, during which the Payer Client has the right to get (use) the Guaranteed Payment Banking Service and which is 90 (ninety) calendar days from the execution of the Application for the Guaranteed Payment Banking Service between the Bank and the Payer Client with the possibility of prolongation. If at least 7 (seven) Banking Days before the expiration of this term, neither Party (Bank or Payer Client) notifies in writing or by the Client-Bank System the other Party about its intention to terminate the provision / receipt of the Guaranteed Payment Banking Service, the term of the Banking Service is considered to be extended on the same terms for the next 90 (ninety) calendar days. This prolongation procedure may be repeated any number of times and does not require making new Applications for the Guaranteed Payment Banking Service / Applications for modification of the Guaranteed Payment Banking Service and/or additional agreements/contracts between the Bank and the Payer Client.

All other terms and definitions used in this clause 5.6. of the Agreement and not defined by this Agreement, including the terms "Overdraft", "Available Overdraft Limit", "Overdraft Limit" and "Tranche Term" are used in the meanings given in the Guaranteed Payment Overdraft Rules.

*In this clause 5.6. of the Agreement, the term "Banking Service" means hereinafter the Guaranteed Payment Banking Service.*

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

5.6.1.1. The Bank, on the basis of the following documents executed between:

- (i) the Bank and the Beneficiary Client, the Applications for the Guaranteed Payment Banking Service/Applications for modification of the Guaranteed Payment Banking Service, and
- (ii) the Bank and the Payer Client, the Applications for the Guaranteed Payment Banking Service/Applications for modification of the Guaranteed Payment Banking Service,

and in accordance with the agreed Applications for Guaranteed Payment, in the manner prescribed by this clause 5.6. of the Agreement, undertakes to make Guaranteed Payments from the Special Account of the Payer Client in favour of the Beneficiary Client for payment of goods/works/services provided/delivered by the Beneficiary Client to the Payer Client under the executed agreements/contract, including by providing of the Overdraft Bank Loan in UAH to the Payer Client, and the Payer Client undertakes to return the used amount of the Overdraft, pay interest, fees and other payments on the provided Overdraft and for the provision of the Banking Service in the manner, amount and terms specified by the relevant Applications for the Guaranteed Payment Banking Service / Applications for modification of the Guaranteed Payment Banking Service between the Bank and the Payer Client, the Bank's Tariffs and the Overdraft Rules of Guaranteed Payment.

##### 5.6.1.2. Procedure for connection to the Banking Service.

5.6.1.2.1. In order to receive the Banking Service by the Beneficiary Client, the Beneficiary Client submits to the Bank a written Application for the Guaranteed Payment Banking Service, signed by the authorized persons of the Beneficiary Client and with the affixed seal of the Beneficiary Client (if any).

5.6.1.2.2. Upon receipt of the Application for the Guaranteed Payment Banking Service by the Bank from the Beneficiary Client, the Bank shall review it and may either approve such Application for the Guaranteed Payment Banking Service or, in its sole discretion, not accept such Application for the Guaranteed Payment Banking Service for execution. The Application for the Guaranteed Payment Banking Service submitted by the Beneficiary Client shall be approved by the Bank by signing it by the authorized representatives of the Bank.

5.6.1.2.3. In case and after the Bank approves the Beneficiary Client's Application for the Guaranteed Payment Banking Service, the Beneficiary Client is entitled to initiate, via the Client-Bank System or in writing, the connection of the Payer Clients, with which the Client has been cooperating (has been in a contractual relationship) for at least the last 6 (six) calendar months, to the Banking Service by the Bank:

- creating relevant Applications for Connection of Payer Clients by the Beneficiary Client in the Client-Bank System, filling and signing them in the Client-Bank System by authorized persons of the Beneficiary Client affixing the Improved ES (as this term is defined in clause 5.2 of the Agreement). or
- by submitting to the Bank in writing the Applications for Connection of Payer Clients, signed by the authorized persons of the Beneficiary Client.

By signing and submitting the Application for Connection to the Bank, the Beneficiary Client confirms that it has been cooperating (has been in a contractual relationship) with each Payer Client specified in the Application for Connection, for at least the last 6 (six) calendar months.



5.6.1.2.4. After the Bank receives from the Beneficiary Client the Application for Connection of the Payer Client, the Bank reviews it and may either approve such Application for Connection or, at its own discretion, not accept for execution such Application for Connection.

5.6.1.2.5. The Bank shall approve the Application for Connection submitted by the Beneficiary Client by making, between the Bank and the Payer Client specified in the Application for Connection, the Application for Guaranteed Payment Banking Service concerning the connection of the Banking Service to the respective Payer Client.

In this case, the Application for the Guaranteed Payment Banking Service made between the Bank and the Payer Client shall specify the relevant Beneficiary Client in whose favour the Bank will make Guaranteed Payments and the number of the Special Account from which the Bank will make Guaranteed Payments.

5.6.1.2.6. To modify and/or amend the terms of receipt of the Banking Service by the Beneficiary Client, the relevant Application for modification of the Guaranteed Payment Banking Service shall be made between the Bank and the Beneficiary Client.

To modify and/or amend the terms of receipt of the Banking Service by the Payer Client, the Bank and the Payer Client shall make the relevant Application for modification of the Guaranteed Payment Banking Service, except the cases when in accordance with the terms of this Agreement and/or Guaranteed Payment Overdraft Rules, to modify the relevant terms of receipt of the Banking Service, the Application for modification of the Guaranteed Payment Banking Service and/or any other documents is not required.

Each Application for modification of the Guaranteed Payment Banking Service shall be signed by the authorized representatives of the Client (Beneficiary Client or Payer Client, as the case may be) and the Bank.

5.6.1.3. Provision of the Banking Service to the Payer Client is possible only in case the Beneficiary Client creates an Application for Connection of such Payer Client and the Bank approves it.

5.6.1.4. When the Client receives the Banking Service by, the Client may be exclusively either the Payer Client or the Beneficiary Client. In this case, if the Client is a Payer Client, the Guaranteed Payments may be made only in favour of one Beneficiary Client.

5.6.1.5. The Banking Service is provided to the Payer Client in the amount of the Guaranteed Payment Limit. Banking Service is provided exclusively in UAH.

5.6.1.6. By signing the Application for the Guaranteed Payment Banking Service, the Payer Client undertakes not to close the Special Account during the Term of the Banking Service, and not to use the Special Account for any purpose, except as provided in clauses 5.6.1.7. and 5.6.1.8. of the Agreement, and gives the Bank the right to return without execution/not to accept for execution the settlement documents submitted by the Payer Client (both for cash and non-cash transactions) for transfer/withdrawal/disposal of funds on the Special Account for purposes not provided for in cl. 5.6.1.7. and 5.6.1.8. of the Agreement. By signing the Application for the Guaranteed Payment Banking Service, the Payer Client confirms that such right of the Bank stipulated by this clause 5.6.1.6. of the Agreement fully complies with and does not contradict its will, and cannot be considered as limitation of the Payer Client's right to dispose of funds at its own discretion.

5.6.1.7. The Payer Client's own funds on the Special Account may be used only:

- (i) to make Guaranteed Payments in favour of the Beneficiary Client specified in the relevant Application for the Guaranteed Payment Banking Service/Application for modification of the Guaranteed Payment Banking Service made between the Bank and the respective Payer Client;
- (ii) for return (repayment) of the Overdraft, payment of remuneration for the provision of the Banking Service by the Bank to the Payer Client and other payments in favour of the Bank;
- (iii) for return of the funds erroneously transferred to the Special Account in the manner prescribed by law;
- (iv) for mandatory debit of funds in the manner prescribed by law;
- (v) to make transfers on the basis of a relevant court decision.

5.6.1.8. Only Guaranteed Payments in favour of the Beneficiary Client specified in the respective Application for Guaranteed Payment Banking Service/Application for modification of the Guaranteed Payment Banking Service made between the Bank and respective Payer Client in accordance with the terms of the Guaranteed Payment Applications, may be made from the Overdraft on the Special Account.

5.6.1.9. When the Bank connects to the Banking Service and/or the Payer Client creates any Guaranteed Payment Applications and/or the Bank approves any Guaranteed Payment Applications and/or the Bank makes any Guaranteed Payment and/or at any other time during the Term of the Banking Service, the Bank does not verify actual existence of contractual relations between the Beneficiary Client and the Payer Client, the state of the Payer Client's and/or the Beneficiary Client's fulfilment of obligations under any agreements/contracts (including settlements for which the Bank makes any Guaranteed Payment) and/or the presence of the Payer Client's debt to the beneficiary Client, for repayment of which the Bank makes the Guaranteed Payment.

In this case, the Bank has the right to demand, and the Payer Client and the Beneficiary Client are obliged to provide the Bank within the period specified in the Bank's request, the documents required for proper exercise of the Bank's

powers to prevent and combat money laundering, terrorism financing and financing the proliferation of weapons of mass destruction, as defined by the Legislation and/or internal documents of the Bank.

5.6.1.10. The term of any Guaranteed Payment together with the Term of the Tranche provided by the Bank for making such Guaranteed Payment may not exceed:

- (i) 90 (ninety) calendar days from the date of creation of the relevant Guaranteed Payment, and
- (ii) Validity of the Banking Service.

5.6.1.11. For the avoidance of doubt, the Parties agree that the Bank has the right, in its sole discretion and without explaining any reasons for such action, to refuse approval/not to accept for execution any Application for Guaranteed Payment Banking Service and/or Application for modification of the Guaranteed Payment Banking Service and/or the Connection Application and/or the Guaranteed Payment Application submitted by the Client, as well as terminate the provision of the Banking Service.

#### **5.6.2. PROCEDURE FOR CREATION OF A GUARANTEED PAYMENT.**

5.6.2.1. Upon making the Application for the Guaranteed Payment Banking Service between the Payer Client and the Bank, the Payer Client has the right to create Guaranteed Payments by means of the Client-Bank System within the Available Guarantee Payments Limit by filling in and signing the relevant Guaranteed Payment Applications in the Client-Bank System.

The Payer Client has the right to create an unlimited number of Guaranteed Payments within the Available Guaranteed Payment Limit as of the time of creation of each Guaranteed Payment.

5.6.2.2. Each Guaranteed Payment Application is considered created only after signing such Guaranteed Payment Application by means of the Client-Bank System by authorized persons of the Payer Client affixing the Improved ES (as this term is defined in clause 5.2 of the Agreement).

5.6.2.3. The form and content of the Guaranteed Payment Application shall be determined by the Bank independently specifying the following obligatory details:

- date and number of the Guaranteed Payment Application;
- name and identification code of the Payer Client;
- Special Account number;
- name and identification code of the Beneficiary Client;
- Beneficiary Account number (shall coincide with the Beneficiary Account number specified in the relevant Application for the Guaranteed Payment Banking Service/Application for modification of the Guaranteed Payment Banking Service);
- the amount of the Guaranteed Payment (in figures);
- payment purpose;
- date of the Guaranteed Payment (value date);
- electronic signatures (Improved ES (as this term is defined in clause 5.2. of the Agreement)) of authorized persons of the Payer Client.

5.6.2.4. Upon creation of the Guaranteed Payment Application, the parameters of the respective Guaranteed Payment (amount of Guaranteed Payment, Special Account number, Beneficiary Account number, Guaranteed Payment date (value date) and payment purpose) are displayed in the Client-Bank System and can be viewed both by the Payer Client and the Beneficiary Client.

Upon receipt of the Guaranteed Payment Application from the Payer Client by the Bank, the Bank shall review it and may either approve such Guaranteed Payment Application or, in its sole discretion, not accept such Guaranteed Payment Application for execution.

If the parameters of the respective Guaranteed Payment become available for viewing by the Beneficiary Client in the Client-Bank System, such Guaranteed Payment and its execution in accordance with the terms of the respective Guaranteed Payment Application are agreed by the Bank (the Bank does not require to send any notifications to the Payer Client and/or the Beneficiary Client that the Bank has approved the respective Guaranteed Payment).

5.6.2.5. By signing the Application for the Guaranteed Payment Banking Service, the Payer Client submits its written consent (permission) to the Bank to transfer any information concerning it and being banking secrecy to the Beneficiary Client specified in the Application for the Guaranteed Payment Banking Service. including, without limitation, the Bank's provision to the relevant Beneficiary Client the access (for review) in the Client-Bank System to the Payer Client's parameters of the Guaranteed Payments (amounts of Guaranteed Payments, Special Account number, dates of Guaranteed Payments (value dates), payment purpose etc.), information on approval or rejection by the Bank of Guaranteed Payment Applications, Available Guaranteed Payments Limit of the respective Payer Client, Guaranteed Payments Limit of the respective Payer Client, Overdraft Limit of the respective Payer Client, status of the Guaranteed payments, Overdraft debt of the Payer Client, etc.

#### **5.6.3. PROCEDURE OF GUARANTEED PAYMENT EXECUTION BY THE BANK.**

5.6.3.1. The Bank makes the Guaranteed Payment by debiting the funds under the contract from the Special Account in the amount and on the value date specified in the relevant Guaranteed Payment Application created by the Payer Client and agreed by the Bank.

By signing the Application for the Guaranteed Payment Banking Service, the Payer Client instructs and authorizes the Bank to make a contractual debit from the Special Account in favour of the Beneficiary Client in the amount and on the value date provided by the respective Guaranteed Payment Application. The contractual debit provided for in this sub-clause of the Agreement shall be made to the beneficiary Account, and the beneficiary of funds under such contractual debit shall be the Beneficiary Client. Contractual debiting of funds from the Special Account for making of the Guaranteed Payment by the Bank shall be carried out according to the transaction memo(s) issued by the Bank.

5.6.3.2. Depending on the actual balance of funds on the Special Account at the time of the Bank's Guaranteed Payment, the Guaranteed Payment is made:

5.6.3.2.1 fully at the expense of the Payer Client's own funds on the Special Account - if at the time of the Bank's Guaranteed Payment, the Payer Client's Special Account has sufficient own funds to make the Guaranteed Payment in full; or

5.6.3.2.2. partly at the expense of the Payer Client's own funds on the Special Account (in the amount of the balance of own funds on the Special Account) and partly at the expense of the Overdraft (in the amount of the difference between the amount of the respective Guaranteed Payment and the amount of own funds on the Special Account at the time of the Guaranteed Payment) - if at the time of the Bank's Guaranteed Payment, there is a balance of the Payer Client's own funds on the Special Account, however such balance of funds is not sufficient for the Guaranteed Payment in full; or

5.6.3.2.3. fully at the expense of the Overdraft - if at the time of making the Guaranteed Payment by the Bank, there is no balance of the Payer Client's own funds on the Special Account of the Client-Payer.

The Guaranteed Payment by the Bank in the manner provided for in clauses 5.6.3.2.1-5.6.3.2.3 of the Agreement shall be made automatically and shall not require any additional approvals (oral and/or written) of the Payer Client.

5.6.3.3. If the execution date (value date) of the Guaranteed Payment by the Bank falls on a day that is not a Banking Day, such Guaranteed Payment shall be executed by the Bank on the next Banking Day.

5.6.3.4. If at the time of the Bank's Guaranteed Payment. the Special Account of the Payer Client has not sufficient balance of own funds to make the Guaranteed Payment in full or there is no balance of the Payer Client's own funds, the Bank, on the basis and in accordance with the terms of the Application for the Guaranteed Payment Banking Service/Application for modification of the Guaranteed Payment Banking Service, and under the procedure provided by the Guaranteed Payment Overdraft Rules, provides the Payer Client with a bank loan Overdraft in UAH, and the Payer Client receives it and undertakes to return the used amount of Overdraft, to pay interest, fees and other payments on the provided Overdraft in the manner, amount and terms specified by the relevant Application for the Guaranteed Payment Banking Service/Application for modification of the Guaranteed Payment Banking Service and the Guaranteed Payment Overdraft Rules.

An overdraft is provided in the amount not exceeding the Overdraft Limit, which is defined in the Guaranteed Payment Overdraft Rules. As of the date of execution of the respective Application for the Guaranteed Payment Banking Service/Application for modification of the Guaranteed Payment Banking Service between the Payer Client and the Bank, the Available Overdraft Limit is specified in the respective Application for the Guaranteed Payment Banking Service or Application for modification of the Guaranteed Payment Banking Service.

For using the Overdraft, the Bank charges interest, which is calculated by the Bank on the basis of the Standard interest rate, which amount and procedure of payment are determined by the Guaranteed Payment Overdraft Rules. At the time of making the respective Application for the Guaranteed Payment Banking Service or Application for modification of the Guaranteed Payment Banking Service between the Payer Client and the Bank, the standard interest rate shall be specified in the respective Application for the Guaranteed Payment Banking Service or Application for modification of the Guaranteed Payment Banking Service. The Payer Client also pays a fee to the Bank, which accrual procedure and terms of payment are determined by the Bank's Tariffs. Special Account is used to provide an Overdraft.

By signing the Application for the Guaranteed Payment Banking Service and/or Application for modification of the Guaranteed Payment Banking Service, the Payer Client confirms that it is familiar with the Guaranteed Payments Overdraft Rules, agrees with them and undertakes to perform properly and strictly its responsibilities defined by them. The Guaranteed Payment Overdraft Rules are an integral part of this Agreement and shall not be additionally signed by the Parties.

5.6.3.5. By signing the Application for the Guaranteed Payment Banking Service, the Payer Client agrees that after the Client-Payer creates a Guaranteed Payment Application, the Payer Client has no right to withdraw such Guaranteed Payment Application without the consent of the Beneficiary Client and without the Bank's consent has no right to refuse acceptance of the Banking Service and/or Overdraft in respect of such Guaranteed Payment Application and is obliged to fulfil the Debt Liabilities arising in connection with the provision of Banking Service by the Bank in respect of such Guaranteed Payment Application.

The Beneficiary Client's consent to withdrawal of the Guaranteed Payment Application shall contain the date and number of the relevant Guaranteed Payment Application and shall be:

- signed by the authorized persons of the Beneficiary Client and submitted to the Bank in writing, or

- signed by the authorized persons of the Beneficiary Client affixing the Improved ES (as this term is defined in clause 5.2 of the Agreement) and provided to the Bank by means of the Client-Bank System.

The Beneficiary Client's consent to the withdrawal of the Guaranteed Payment Application shall in any case be submitted to the Bank prior to the Bank's respective Guaranteed Payment.

In case of withdrawal of the Guaranteed Payment Application in the manner provided for in this sub-clause of the Agreement, the Guaranteed Payment in accordance with such Guaranteed Payment Application shall not be made by the Bank.

5.6.3.6. The Bank has the right not to make any Guaranteed Payment in any of the following cases:

(i) if, at the time of the Bank's Guaranteed Payment, the Special Account and / or the funds held in the Special Account have been seized or any other public encumbrance has been imposed;

(ii) if debiting of the Special Account and/or making of the Guaranteed Payment and/or the provision of the Overdraft will result and/or may result in violation of any provisions, norms, requirements, prohibitions of the Legislation, including NBU regulations, by the Bank;

(iii) the withdrawal of the Guaranteed Payment Application by the Payer Client with the consent of the Beneficiary Client-received in the manner provided for in clause 5.6.3.5. of the Agreement;

(iv) the existence of a court decision prohibiting the Bank from debiting the Special Account and/or making the Guaranteed Payment;

(v) if at the time of the Bank's Guaranteed Payment, the Beneficiary's Account was closed (except for the change of the Beneficiary's Account at the Bank's instance in cases stipulated by the Legislation) and/or in case of the Beneficiary's refusal to receive the Banking Service under clause 5.5.6.4. of the Agreement, and/or in case of termination / suspension of the Agreement between the Bank and the Beneficiary Client, in favour of which the Guaranteed Payment shall be made;

(vi) if the competent authority of the Payer Client and/or the court decides to declare/initiate bankruptcy and/or the liquidation and/or reorganization proceedings against the Payer Client.

5.6.3.8. By making the Application for the Guaranteed Payment Banking Service, the Payer Client and the Beneficiary Client confirm that they understand the procedure of execution and debiting of Guaranteed Payments from the Special Account as described in this Agreement and that they understand it and unconditionally agree with it and will not present any claims or lawsuits against the Bank in connection with the provision and / or non-provision of the Banking Service by the Bank in the manner prescribed by this Agreement.

#### **5.6.4. BANK'S REMUNERATION FOR PROVISION OF BANKING SERVICE.**

5.6.4.1. For provision of the Banking Service, the Payer Client shall pay to the Bank a commission fee (hereinafter referred to as the "**Guaranteed Payment Fee**") in the amount specified by the Bank's Tariffs. Guaranteed Payment Fee is paid by the Payer Client:

- for each Guaranteed Payment made by the Bank on the date of making such Guaranteed Payment;

- for each Guaranteed Payment created by the Payer Client and subsequently withdrawn in the manner prescribed by this Agreement, on the date of receipt by the Bank of the Beneficiary Client's consent to withdraw such Guaranteed Payment.

All other fees of the Bank (including, without limitation, for opening and maintaining accounts, payments, the Client-Bank System, etc.) are paid by the Payer Client in the amount and manner fixed by the Bank's Tariffs and any other agreements made between the Bank and the Payer Client.

5.6.4.2. In case the Bank makes the Guaranteed Payment at the expense of the Overdraft (in full or in part), the Payer Client shall pay interest to the Bank for the use of the Overdraft from the date of the Overdraft provision (inclusive) to the date of full repayment of the Overdraft debt. The interest for the use of the Overdraft, the procedure for their accrual and payment is determined in accordance with the Guaranteed Payment Overdraft Rules.

#### **5.6.5. RESPONSIBILITY OF THE PARTIES.**

5.6.5.1. For failure to fulfil and/or improper fulfilment of the undertaken obligations under this clause 5.6 of the Agreement, the Bank shall be liable in the manner and under the conditions provided by the legislation of Ukraine in force.

5.6.5.2. For breach (failure to fulfil and/or improper fulfilment) of any undertaken payment (monetary) liabilities (including, without limitation, payment of the Guaranteed Payment Fee, return of the Overdraft, payment of interest for the use of the Overdraft, etc.) according to this clause 5.6. of the Agreement and/or the Guaranteed Payment Overdraft Rules within the terms stipulated by clause 5.6 of the Agreement and/or the Guaranteed Payment Overdraft Rules, the Client is obliged to pay the Bank a penalty in the amount of double the NBU annual discount rate valid as of the date (during such period) of such breach from the amount of such default for each day of delay. The specified penalty is paid in addition to the interest and fees payable in accordance with clause 5.6. of the Agreement and the Guaranteed Payment Overdraft Rules.

5.6.5.3. For improper use of the Overdraft, the Client is obliged to pay the Bank a penalty of 25% (twenty-five percent) of the Overdraft amount used not for its intended purpose. The specified fine is paid in addition to other sums which are subject to payment according to clause of the 5.6. of the Agreement and the Guaranteed Payment Overdraft Rules.

The Client shall pay to the Bank a penalty accrued in accordance with the provisions of clauses 5.6.5.2-5.6.5.3. of the Agreement and the Guaranteed Payment Overdraft Rules, immediately (during the day of its accrual) after it first arose.

#### **5.6.6. PROCEDURE FOR REFUSAL TO RECEIVE / PROVIDE BANKING SERVICE.**

5.6.6.1. In the relationship between the Bank and the Beneficiary Client, the Banking Service is provided by the Bank without limit of time (for an indefinite period).

5.6.6.2. In the relationship between the Bank and the Payer Client, the Banking Service is provided during the Term of the Banking Service, taking into account clause 5.6.6.3. of the Agreement. If at least 7 (seven) Banking Days before the expiration of the Banking Service, neither Party (Bank or Payer Client), in writing or through the established electronic communication means between the Bank and the Payer Client (for example, the Client-Bank System) etc.), does not have notified the other Party about its intention to terminate the provision/receipt of the Banking Service, the Term of the Banking Service shall be considered extended on the same terms for the next 90 (ninety) calendar days. This prolongation procedure is repeated any number of times and does not require making new Applications for the Guaranteed Payment Banking Service/Applications for modification of the Guaranteed Payment Banking Service and/or additional agreements/contracts between the Bank and the Payer Client.

5.6.6.3. The Bank has the right at any time during the term of the Agreement on its own instance and without explaining the reason for such action to refuse to provide Banking Service / terminate the provision of Banking Service to both the Beneficiary Client and the Payer Client (both jointly and individually) provided that the Beneficiary Client and the Payer Client are notified about the termination of the Banking Service at least 7 (seven) calendar days prior to the date of such termination. In this case, the date of termination of the Banking Service in relation to the Beneficiary Client is the date when the Bank makes the Guaranteed Payment in favour of such Beneficiary Client with the latest execution date (value date) agreed by the Bank and not yet executed by the Bank as on the date of notice on termination of the Banking Service, and in respect of the Payer Client the last Banking Day of the Term of the Banking Service.

The notice of termination of the Banking Service shall be sent by the Bank to the Beneficiary Client and the Payer Client in writing or by sending via the Client-Bank System.

Since the date the Bank sends a notice of termination of such Banking Service to the Beneficiary Client, the Beneficiary Client shall not have the right to initiate connection of any Payer Clients to the Banking Service and create appropriate Connection Applications.

Since the date the Bank sends a notice of termination of such Banking Service to the Payer Client, the Payer Client shall not have the right to create Guaranteed Payment Applications and is obliged to fulfil its Debt Liabilities under the Agreement in full before the date of termination of the Banking Service

Termination of the Banking Service at the instance of the Bank in accordance with this clause 5.6.6.3. of the Agreement does not require any new Applications for the Guaranteed Payment Banking Service/Applications for modification of the Guaranteed Payment Banking Service and/or additional agreements/contracts between the Bank and the Beneficiary Client and/or between the Bank and the Payer Client.

Termination of the provision of the Banking Service to the Payer Client by the Bank in accordance with this clause 5.6.6.3 of the Agreement does not release the Payer Client from the obligation to fulfil its Debt Liabilities under the Agreement in full.

5.6.6.4. The Beneficiary Client has the right at any time to refuse receipt of the Banking Service by submitting to the Bank a relevant Application for refusal of the Guaranteed Payment Banking Service and provided that it has been approved by the Bank by signing such Application for Refusal of the Guaranteed Payment Banking Service by the authorized persons of the Bank. In case the Bank approves the Application for refusal of the Guaranteed Payment Banking Service submitted by the Beneficiary Client, the date of termination of the Banking Service shall be the date of execution by the Parties of such Application for refusal of the Guaranteed Payment Banking Service. At the same time, starting from the date of execution of the relevant Application for refusal of the Guaranteed Payment Banking Service between the Bank and the Beneficiary Client, any Guaranteed Payments (including Guaranteed Payments agreed by the Bank and for which execution date (value date) has not come shall not be made in favour of such Beneficiary Client.

5.6.6.5. In case the Bank terminates the provision of the Banking Service to the Beneficiary Client in accordance with the procedure provided for in clause 5.6.6.4. of the Agreement, the provision of the Banking Service to all Payer Clients who have been connected to the Banking Service at the instance of such Beneficiary Client shall also be terminated. In this case, the date of termination of the Banking Service to the respective-Payer Client is the last Banking Day of the Banking Service for the respective Payer Client, but in any case the date of full fulfilment of the Debt Liabilities under the Agreement by the Payer Client.

Since the date of termination of the provision of the Banking Service by the Bank to the Beneficiary Client, the Payer Client who was connected to the Banking Service at the instance of such Beneficiary Client, shall not have the right to create Guaranteed Payment Applications and shall be obliged on or before the last Banking Day to perform its Debt Liabilities under the Agreement in full.

The provision of Banking Service to Payer Clients in accordance with this clause 5.6.6.5. of the Agreement is terminated automatically and sending any notifications to such Payer Clients is not required as well as the execution of any Applications for modification of the Guaranteed Payment Banking Service and/or Applications for refusal of the Guaranteed Payment Banking Service and/or additional agreements/contracts between the Bank and the Payer Clients.

5.6.6.6. The Client-Payer has the right to refuse to receive the Banking Service by submitting to the Bank the relevant Application for refusal of the Guaranteed Payment Banking Service, its approval by the Bank by signing such Application for refusal of the Guaranteed Payment Banking Service by authorized persons of the Bank and provided that no Guaranteed Payments have been created by such Payer Client, which have not yet been executed by the Bank, as well as full repayment by the Payer Client of the debt to the Bank for Banking Service (including, without limitation, full repayment of the Payer Client's debt on Overdraft, payment of interest, penalties and other payments related to the Banking Service). In case the Bank approves the Application for refusal of the Guaranteed Payment Banking Service submitted by the Payer Client, the date of termination of the Banking Service to the respective Payer Client shall be the date of execution of such Application for refusal of the Guaranteed Payment Banking Service by the Parties.

## **6. CONTRACTUAL DEBIT.**

6.1. By signing the Banking Services Application, the Customer entrusts the Bank to perform, under the Contractual Debit procedure, debiting from the Client's Current Account and/or any other Client's accounts opened with the Bank, the Bank's fee for the transactions performed under this Agreement and the services provided, the fees rates are indicated in Bank's Service Fees, the amount of the Unauthorized overdraft in the order of contractual debiting, also to debit penalties as per the penalty clauses 3.5.4., 5.1.2.27 and 5.2.7.5.6. of this Agreement, and other amounts stipulated herewith, the Client's arrears under any other agreements concluded between the Client and the Bank, in the amount of such debt and within the terms, as stipulated in such agreements.

The frequency of debiting the Bank fees for the transactions executed in accordance with the Agreement and the services rendered (simultaneously with the transaction, monthly, quarterly, etc.) is established by the Bank independently.

6.2. The Client is obliged to ensure at any time that the Client's Current Account has sufficient funds for the Bank to exercise its powers provided for in clause 6.1. of this Agreement.

6.3. If Client's Current Account of the has insufficient funds to fully pay the Bank's fees for the rendered services/executed transactions, the Bank shall provide the Client with a respective letter for payment of the rendered services/executed transactions. The Client is obliged to pay the required amount within the period specified in such a letter. The fact that the Bank submits the letter does not deprive the Bank of the right to debit the fees amount accrued in accordance with clause 3.5.4. and clause 5.2.7.5.6 of this Agreement in case the Client's Current Account shall be credited, which shall be executed then in accordance with the procedure stipulated in clause 6.1. herewith.

6.4. By signing the Banking Services Application, the Client shall instruct the Bank, under the Contractual Debit procedure, to debit from the Client's Current Account and/or any other Client' accounts opened within the Bank, mistakenly transferred funds to the Client (when the Client is not an appropriate beneficiary) and accrued penalty in accordance with clause 5.1.4.5.5. of this Agreement, in case the Client failed to returned such unduly received amount within 3 (three) business days from the moment the Client has received Bank's notice of a false transfer.

6.5. If the Client's Current Account, opened in the currency of the Debt obligations, has no sufficient funds for the Bank to perform the contractual debiting in accordance with the procedure stipulated in clauses 6.1, 6.3 and 6.4. of this Agreement, the Bank has the right, and the Client entrusts the Bank, to debit such funds in a different currency than the currency of the Debt Obligations to satisfy the Contractual Debiting. The Client herewith also entrusts and provides the Bank with all necessary powers, to carry out on behalf and at the expense of the Client, and, if necessary, on its own behalf, however, at Client's expense, purchase/sale/exchange of currency at the interbank foreign exchange market of Ukraine at the rate determined by the Bank independently (at the same time, such rate may not be higher / lower than the official hryvnia rate to the respective foreign currency(s), set by the NBU +/- 5% in the Debt Obligation Currency, effective on the day of the Contractual Debiting), and with no need for the Client to submit any additional applications, letter, message or other documents (hereinafter - "Conversion"). If necessary, the Bank, on behalf of and at the expense of the Client or on its own behalf, but at the expense of the Client, pays all fees / taxes / other costs applicable to the Conversion of expenses, including the fee to the Pension Fund of Ukraine, in the amount established by the current legislation of Ukraine.

In the case Bank carries out Contractual Debiting of funds in currency other than the currency of the Debt Obligations, the Client is obliged to pay the Bank a commission for the purchase/sale/exchange of foreign currency in the amount specified by the Bank's Service Fees.

6.6. The Client may instruct the Bank to debit other amounts from the Current Account for the provision of operational and uninterrupted business of the Client (amounts for the purchase of foreign currency, etc.) as indicated by the Client in Banking Services Application or Application for changing the Banking Services terms, or the Client shall provide the Bank with a separate written authorization.

If this does not contradict the requirements of the Legislation, a non-resident Client may order the Bank to debit the Bank from his Current Account opened with the Bank, other amounts for the provision of the Client's investment activity as indicated by the Client in the Banking Services Application or the Application on changing the Banking Services terms.

6.7. By signing the Banking Services Application, the Client confirms that he has understood and agrees with the debiting procedure stipulated in clauses 6.1, 6.3, 6.4 and 6.5. herewith.

## 7. CONFIDENTIALITY. BANKING SECRECY.

7.1. The Bank undertakes to ensure the preservation of data (information) about the Client, which, in accordance with the Legislation requirements, is recognized as banking secrecy. The Bank shall be held liable for unlawful disclosure (disclosure) or usage of data (information) that contains banking secrecy in accordance with the requirements and in accordance with the procedure established by the Law. The Bank shall have the right to disclose banking secrecy in the cases and in accordance with the procedure provided by the Legislation and this Agreement.

7.2. By signing the Banking Services Application, the Client entitles the Bank to transfer information about him, which is banking secrecy, to the enterprises, institutions, organizations, state authorities, state registrars, third parties who, in accordance with the legislation, are entitled to such information or who are in contractual relations with the Bank and/or have entered into an agreement with the Bank regarding the non-disclosure of confidential information, including, but not exclusively, rating agencies, audit firms, that shall verify/rate the Bank, any natural or legal person, in order to exercise the Bank's rights as a creditor, as well as in case when it is necessary to protect Bank's rights and interests, including those persons, who will provide the Bank with services for collection of arrears under the Agreement and/or carry out other actions related to the realization of Bank's rights under the Agreement, to other persons in order to comply with the Legislation requirements, the Agreement and other agreements between the Client and the Bank.

7.3. The Bank is part of the OTP group, which includes OTP Bank (Hungary), its local and foreign subsidiaries and their subsidiaries (OTP Group). OTP Group companies are constantly exchanging information through a common information system, the task of which is to minimize general group risks.

The Client authorizes the transfer of information about him and/or any of his affiliated companies (including, but not limited to, confidential information and banking secrecy) inside the OTP Group for the confidential use.

The mentioned information may be transmitted, in particular, in regards to the provision of any service or banking product to the Client, as well as for data processing purposes, statistical analysis and risk analysis. This authorization applies to the Bank, other members of the OTP Group in Hungary and abroad, which are organized and operate as the one bank.

7.4. The Client permits the Bank to disclose confidential information about him (information containing banking secrecy) to the audit company(ies), and mentions such information in a corresponding electronic message sent to the Bank through the Client-Bank System.

7.5. In order to comply with the Legislation requirements and to make sure the Bank uses enough measures to prevent and counteract to legalization (laundering) of the proceeds of crime, terrorist financing, and financing proliferation of weapons of mass destruction, the Client authorizes the Bank to collect, store, use, transmit and disclose confidential information about him (information containing banking secrecy) on requests from banks, correspondent banks, including, but not limited to: information on the origin of funds, issuing of account statements; information on bank's clients identification - individuals and legal entities (including information about the management bodies and their composition; the data identifying the persons who have the right to dispose of the accounts and property; information about the controllers of the legal entity); necessary information for another bank to ascertain the essence and purpose of conducting its client's financial transaction (operations) or reconfirm information provided by the client; other requested information required by the bank to prevent risky activities.

## 8. PERSONAL DATA PROTECTION

8.1. I, the Owner of personal data\*, was informed about the purpose of processing my personal data by the Bank (any information about private person, including, but not limited to, information on the surname, name, patronymic, information specified in the passport (or other identification document), tax payer's registration card number, citizenship, place of residence or location, place of work, position, contact phone/fax numbers, e-mail address, etc., hereinafter referred to as "**Personal Data**"), namely: the Bank carries out its financial and economic activities, Banks and/or Third Parties (persons with whom the Bank is in contractual relations and/or the OTP Group members, hereinafter referred to as "**Third Parties**") offer and/or provides a full range of services, including through direct contacts with the Owner of Personal Data by means of communication.

By signing the Application, the Owner of personal data provides the Bank with his unambiguous consent that the Bank may transfer (distribute), including trans-border, the Personal Data to Third Parties, modify, destroy Personal Data or restrict access to such Data in accordance with the requirements of the Law of Ukraine "On Protection of Personal Data" (herein after referred to as the "**Law**") and without obligation to provide the Personal Data Owner a written notice about such actions.

By signing the Application, the Owner of Personal Data confirms that at the time of Personal Data collection, the Bank has informed him of 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.

\* Personal Data Owner is the Client / Client's authorized person, who is signing the Application on behalf of the Client.

## 9. NOTIFICATIONS.

9.1. The Bank's notifications concerning the Bank's clients and containing no information constituting bank secrecy or Client's confidential information, the Bank may post such notifications in public places for clients at the Bank's institutions

and/or on the Bank's Official Website. The Client undertakes to independently familiarize himself with the Bank's notifications posted in public places for clients at the Bank's institutions and/or on the Bank's Official Website.

9.2. Bank's notifications to the Clients on amendments and/or additions to this Agreement and/or regarding changes to the Bank Service Fees shall be carried out by the Bank in the manner prescribed by this Agreement.

9.3. In the cases stipulated by this Agreement, the exchange of documents/notifications/information between the Parties may be effected through the Client-Bank System and/or electronic/other technical communication facilities and/or by placing relevant information in public places for clients in the Bank institutions and/or by placing relevant information on the Bank's Official Website.

9.4. Messages not provided for in clauses 9.1, 9.2 and 9.3. this Agreement, which one Party sends to another (herein after referred to as «**Notifications**»), must be made in writing and will be deemed duly sent if they were sent by post (by registered mail, declared-value letter with description of the attachment or by any other letter, the delivery of which can be documented), personally delivered personally by one of the Parties to the other Party by courier service at 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 following date:

- the date indicated in the receipt or other document with the mark of the post office or courier service, received by the Notification sender, regarding Notification delivery;
- the date of return of the notification to the sender because of: (i) the absence of the Party which the Notification was sent to, at the address indicated in the Application, (ii) the refusal to receive the Notification, (iii) the expiration of the prescribed period of Notification storage at the postal operator's bunch;
- the date indicated by the recipient's authorized person on the copy of the Notification or other document, in case of personal delivery.

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 clause of the Agreement.

## **10. FORCE MAJEURE.**

10.1. The Parties shall be released from liability for partial or complete non-fulfilment of their obligations under this Agreement incurred in connection with such non-fulfilment of the damage, if the specified non-fulfilment resulted from force majeure circumstances that are beyond the control of the Party, who failed to fulfil its obligations, as such circumstances the Parties could not foresee at the time of the conclusion of the Agreement or which could not be prevented.

10.2. The force majeure circumstances are, but are not limited to: natural disasters, extreme weather conditions, fires, wars (announced or unannounced), strikes, hostilities, public disorder, failures of the NBU Electronic Payments System, etc.

The acts of state bodies that have been adopted in relation to one of the Parties are not considered to be force majeure circumstances.

10.3. The Party who failed to fulfil its obligations under the Agreement as a result of the force majeure circumstances shall immediately inform the other Party by any means at its disposal of the occurrence, the expected duration of their effect and the extent to which the force majeure circumstances effect the fulfilment of obligations under this Agreement, as well as to provide official confirmation of the onset and duration of force majeure circumstances issued by the authorized body/organization. The obligation to provide official confirmation does not apply to well-known facts (about which there are publications in the mass media, official documents of state bodies).

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

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

11.1. By signing the Application, the Client gives Bank his consent to collect, store, use and transfer information about him to the Credit Reference Bureau and distribute such information through the Credit Reference Bureau (herein after referred to as "**Credit Reference Bureau**").

11.2. Information on the list, name and address of the Credit Reference Bureau is available on the Bank's Official Website.

By signing the Application, the Customer confirms that he was duly informed about the name and address of the Credit Reference Bureau.

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

12.1. The law that governs this Agreement and utilized for its interpretation is the Law of Ukraine.

12.2. Any disputes, disagreements, differences or claims arising in the framework of the Agreement shall be settled by negotiation, and in case of failure to reach agreement - in court according to the current Legislation, unless otherwise provided in clause 12.3 of this Agreement.



12.3. All disputes related to the conclusion, modification, termination, interpretation, invalidation, nullification, performance, violation and liability for violation of this Agreement, which relate to the Banking Service provided for in Clause 5.5 of the Agreement (Welcome Overdraft Banking Service ),and/or Banking Service provided for in Clause 5.6 of the Agreement (Guaranteed payment banking Service) are subject to a decision by the Permanent Court of Arbitration at the Association "Independent Banks Association of Ukraine" (hereinafter referred to as the "Court of Arbitration"), in accordance with the Rules of the Court of Arbitration, which is an integral part of this arbitration agreement. The terms of the Agreement, which contain information about the names of the parties and their location, are integral parts of this arbitration agreement. The place and date of the arbitration agreement correspond to the place and date of conclusion of the Agreement.

### **13. FATCA.**

13.1 In order to satisfy the requirements of the United States Law "On Foreign Tax Compliance Act" (hereinafter referred to as "**FATCA**"), the Client or Client's Authorized Person \* shall grants Bank the consent to collect and disclose information about the Client, which contains banking secrecy and confidential information, as well as Client's personal data (including data on beneficiary owners), to the US Tax Service (hereinafter referred to as "**IRS**") and/or other authorized bodies, as well as foreign tax agents, are required to withhold taxes and fees in accordance with FATCA requirements, and/or persons who take part in the transfer of funds to the Client's accounts (for example, correspondent banks), in cases provided for by FATCA.

13.2. The Bank shall take all measures to comply with FATCA requirements. The Client agrees that the Bank has the right to request, and the Client or Client's Authorized Representative is obligated to provide reliable information, including those necessary to identify the Client, including information concerning his tax status and tax status of his beneficiary owners in accordance with the Legislation requirements, internal Bank's documents (including the OTP Group requirements) and FATCA requirements.

13.3. The Client is obliged to inform the Bank as soon as possible regarding changes of his tax status (no later than 15 calendar days from the date of such change occurred), including, applicable is Client has become a US tax resident and/or if his beneficiary owners obtained the status of United States tax resident, and provide the Bank with corresponding supporting documents certified by the Client or Client's Authorized Person.

13.4. In case the Client or Client's Authorized Person fails to submit or submits false information, the Bank has the right to temporarily suspend transactions and/or to refuse Client in provision of any services under this Agreement due to possibility to connect such transactions with the legalization of proceeds from crime, or terrorist financing or financing proliferation of weapons of mass destruction.

13.5. The Bank has the right to refuse a Client in executing payments in favour of beneficiaries who do not comply with FATCA requirements.

13.6. In the event that any proceeds received by the Client are subject to taxation or collection in accordance with FATCA's requirements, the Client or Client's Authorized Representative entrusts the Bank to perform the Contractory Debiting of such funds to the amount, necessary to comply with the FATCA requirements, from any Client's account opened within the Bank (including accounts of its structural units). The Bank is the beneficiary of such funds and redirects them in accordance with the purpose of the contractual debiting.

13.7. The Bank shall not be held liable to the Client, his counteragents for any retention, sanctions, restrictions and other negative consequences related to the Client's funds and accounts, as well as transactions thereon, if such consequences are related to the compliance with FATCA requirements by IRS, correspondent banks and other persons participating in the transfers, as well as any related losses, expenses, moral damage and/or lost revenue.

\*For the purposes of this Section of the Agreement, the Client's authorized representative is defined as individuals who, acting on a lawful basis, act on behalf and of the Client on the basis of the power of attorney certified in the prescribed manner.

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

14.1. In case the Bank initiates the changing the Client's Current Accounts, based on the grounds determined by the Legislation, the Bank shall inform the Client of the change in the Current Account by placing advertisements on information stands at public places for clients at the Banking institutions and/or on the Bank 's Official Website and/or by sending the relevant message via the Client-Bank System. If necessary, the Client may apply to the Bank (including the Information Centre) for more detailed information on changes of his Current Accounts.

### **15. PROCEDURE FOR CLOSING CLIENT'S ACCOUNTS, DISCLAIMER OF BANKING SERVICES RECEIPT/PROVISION AND AGREEMENT TERMINATION.**

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

15.1.1. Client's Current Accounts are closed as following:

(i) upon Client's application, submitted in accordance with clause 15.1.2. herewith;

- (ii) upon Bank's initiative in the cases provided for in clause 15.1.3. herewith;
- (iii) based on the document issued by the state registrar in accordance with the procedure established by the Law, which confirms the state registration of Client-legal entity's termination, or on the basis of information received by the Bank from the Unified State Register of Legal Entities, Individual Entrepreneurs and Public Associations in the form of free access through the portal of electronic services on the state registration of Client-legal entity's termination;
- (iv) submitting to the Bank a relevant Application for refusal of the Guaranteed Payment Banking Service for refusal of Banking service according clause 5.6 of this Agreement;
- (v) for other grounds stipulated by this Agreement and the Legislation.

15.1.2. The Client has the right to close at any time all Current Accounts by submitting an application to the Bank for closure of the Current Account and provided that the Client does not have any outstanding obligations to the Bank, regardless of their execution term.

The Client may send Current Account Closure Application to the Bank in an electronic format by means of the software and hardware of the Client-Bank System. In this case, such Current Account Closure Application must contain Client's Advanced ES (as this term is specified in clause 5.2 of this Agreement).

15.1.3. The Bank is entitled to close Client's Current Account in the following cases:

(i) absence of operations on the Client's Current Account for 3 (three) years in a row (except for transactions for debiting Bank fees for rendered services and interest accrual on the Current Account balance, if applicable) and if there is no balance on the Client's Current Account.

(ii) absence of operations on the Client's Current Account for 3 (three) years in a row (except for transactions for debiting Bank fees for rendered services and interest accrual on the Current Account balance, if applicable) and if there is balance on the Client's Current Account.

In this case, the Client entitles the Bank (without obligation) to perform Contractual Debiting from such Client's Current Account. The Bank is the beneficiary of such a Contractual Debiting. In case Client's Current Account is being closed under procedure prescribed by this clause, the Bank shall send to the last known Client's address a notice on intention to close the Current Account. The Client shall provide the Bank, within 30 (thirty) calendar days from the date the Bank's notice was sent, a payment instructions for the purpose of transferring the balance to another Client's bank account. In the event Bank has not received such payment instructions by the expiration of the above-mentioned thirty-day period from the date on which the Bank notifies on intention to close Client's Current Account, then the Bank shall close the Client's Current Account, while the balances on such Current Account are debited in favour of the Bank.

(iii) absence of debit transactions under the Client's Current Account, initiated by the Client, by submitting to the Bank relevant Settlement Documents (as this term is defined in clause 5.1 of this Agreement), within 6 (six) months and absence of balance on such Current Account as of the date when Bank sends notice to the client regarding Current Account closure.

In case Current Account closure according to procedure provided for by this clause, the Bank shall send to the last known Client's address a notice regarding intention to close the Current Account. The Client shall, within 30 (thirty) calendar days from the date when Bank sent such notice, submit to the Bank an application for the closure of the relevant Current Account and fully complete the Debt Obligations (if any).

In the event the Bank has not received closing application of the relevant Current Account by the expiration of the above-mentioned thirty-day period, the Bank shall close the Client's Current Account. In this case, the Client is not exempted from the obligation to fulfil the Debt Obligations to the Bank.

(iv) if the Client fails to provide the at the Bank's request the documents or information necessary for the Bank to perform the financial monitoring functions and/or required by the Bank's internal documents and/or in the event of determination of unacceptably high risk for the Client or failure of the Client to provide the documents or information necessary for the proper verification of the Client and/or in the fact that the Client provides the Bank false information or misleading information as the entity of the initial financial monitoring during the identification and/or verification of the Client (in-depth verification of the Client) and/or in the event of the Client's identification and/or verification (including the establishment of data enabling the final beneficial owners to be identified) is not possible or if the Bank as an entity of the initial financial monitoring has doubts that the person is acting on his own behalf and / or in the case of detection in the manner prescribed by law that the bank or other financial institution with which the correspondent relationship is established, is a shell bank and / or maintains a correspondent relationship with the shell bank, and / or if the identification of a person on behalf of or in the interests of which the financial transaction is conducted, and the establishment of its ultimate beneficial owner or beneficiary (beneficiary) of the financial transaction is impossible and/or if bank has a suspicion that the Client's transactions and/or his activities as a whole and/or the activities of the Client's representatives contains signs of legalization (laundering) of the proceeds of crime and/or terrorist financing and/or financing proliferation of weapons of mass destruction and/or in any other way violates the Law in regards to prevention and counteraction to legalization (laundering) of the proceeds of crime, terrorist financing, and financing proliferation of weapons of mass destruction.

If the Current Account is closed in accordance with the procedure provided for in this clause, the Bank shall send to the Client's last known address a refusal of service requesting to close the Current Account. Within 5 (five) Banking Days from the date of sending such notification by the Bank, the Client shall submit to the Bank an application on closing the Current Account and fully discharge the Debt Obligations (if any).

In case the Bank does not receive the application on closing the Current Account after the expiry of the aforementioned five-day period, the Bank shall close the Client's Current Account independently and, if there is a balance on such Current Account, transfer the balance of the Client's Current Account closed to the account 2903 «F Funds of Bank's

Clients with invalid accounts". In doing so, the Client shall not be exempted from the obligation to fulfill the Debt Obligations to the Bank.

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

15.1.4. In case if Client's Current Account is being closed according to clause 15.1.1. (iii) of this Agreement and there is remaining balance on such Current Account, the Bank shall transfer the balance from the Client's Current Account to the account 2903 "Funds of Bank's Clients with invalid accounts".

If the Client's founders/participants/shareholders wish to receive the balance of funds from the account 2903 "Funds of Bank's Clients with invalid accounts", transferred from the Client's Current Account, closed in accordance with clause 15.1.1. (iii) of this Agreement, an appropriate written appeal is submitted to the Bank (hereinafter - "**Appeal 1**"), signed by the person authorized by the founders/participants/shareholders/owners of the terminated Client-legal entity, such and Appeal should indicate the amount of funds subject to transfer to each founder/participant/shareholder/owner of the terminated Client-legal entity, as well as banking details for the transfer. If the founder/participant/shareholder/owner of the terminated Client-legal entity, is constituted by a single person, the Appeal 1 is then signed by this person or his authorized representative.

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

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

- upon the decision of the founders/participants/shareholders to refuse to create Client - legal entity.

The current Account for authorized capital formation is closed on the basis of a written appeal (hereinafter referred to as "**Appeal 2**"), signed by a person authorized by the founders/participants/shareholders/owners of the newly created Client-legal entity, for closing the Current Account, such Appeal shall specify the reason for closing the Current Account, the amount funds to be transferred to each founder/participant/shareholder/owner of the newly created Client-legal entity, as well as banking information for such transfer. If the founder/participant/shareholder/owner of a newly created Client-legal entity, is constituted by a single person, then the Appeal 2, which includes the reasons for closing the Current Account and banking details for the funds transfer, shall be signed by this person or his authorized representative.

In the event the founders/participants/shareholders/owners have made a decision not to create a Client - legal entity, then the Current Account for authorized capital formation shall be closed after the corresponding decision of the founders/participants/shareholders/owners regarding the refusal to create a Client - legal entity shall be submitted.

15.1.6. In case the Client is terminated due to merger, accession, division, transformation, Client's Current Accounts opened prior to such merger/acquisition/division/transformation shall be closed by the Bank on the basis of the relevant appeal of the Client (or his successor) regarding Current Account closure.

If the Client intends to continue to use the Banking Services in accordance with this Agreement, before closing Current Account(s) opened prior to such merger/acquisition/division/transformation the Client (or his legal successor) shall open a new Current Account(s) and the Parties shall conclude a respective Application for changing the Banking Services terms in the manner prescribed by this Agreement.

## **15.2. PROCEDURE FOR DISCLAIMER OF BANKING SERVICES RECEIPT/PROVISION.**

15.2.1. The Client has the right to disclaim of any Banking Services in the following way:

(i) in order to disclaim of the Banking Services provided for in clauses 5.2 and/or clause 5.5 of this Agreement, on the corresponding Current Account, the Client shall submit to the Bank a relevant Application for changing the Banking Services terms;

(ii) in order to disclaim of Banking Service, provided by clause 5.3 hereof, on the corresponding Current Account, the Client shall submit to the Bank a relevant Application for disclaimer of "Regular Payments" Banking Service;

(iii) in order to disclaim of the Banking Service, provided by clause 5.4 of this Agreement, on the relevant Current Account, the Client shall submit to the Bank a relevant Application for disclaimer of interest accrual on the Balance;

(iv) applications on closing the Current Account - to cancel all the Banking Services provided under such Current Account.

In this case, cancelation of the Banking Service provided for in 5.5. of this Agreement, at the Client's initiative, is possible only after full repayment of all Debt obligations under such Banking Service (including, but not limited to, the repayment of Overdraft, payment of interest, commissions, missionary remunerations, penalties, fines, compensations (indemnifications) of expenses (losses) caused (incurred) by the Bank in connection with the Agreement and in connection with the Client's failure to perform and/or improper fulfillment of the provisions of the Agreement).

Before the Client can cancel a certain Banking Service (depending on a case), the Client is obliged to pay the Debt Liability under the Agreement or arrears with the Bank which could arise from provision of the Banking Services, which the Client intends to cancel.

15.2.2. The Bank has the right to close Client's Current Account and to cancel all Banking Services provided on such Current Account in the cases and in the manner prescribed by clause 15.1.3. of this Agreement.

Following are the cases when the Bank shall have the right to unilaterally refuse Banking Services provision, as mentioned in clause 5.2. of this Agreement, on the 30 (thirtieth) calendar day from the date the respective notice was sent to the Customer:

- The Client failed to pay Bank's fee for connecting to the Client-Bank System in the amount stipulated by the Bank's Service Fees;
- The Client failed to pay for the Banking services provided through the Client-Bank System, in the amount stipulated by the Bank's Service Fees;
- The customer systematically (more than 3 times) violated the Instruction (as this term is defined in clause 5.2 of the Agreement);
- The Client has refused to change the Secret Keys (as this term is interpreted in clause 5.2 of the Agreement) the persons with right to dispose of the Current Account (for Clients - legal entities), and/or Client's authorized persons, entitled with Administrative Signature, were changed (for Clients - Individual Entrepreneurs);
- The Client has duplicated the Secret Key (as this term is interpreted in clause 5.2 of the Agreement) and/or transferred it to third parties.

The Bank has the right at any time, for any reason, unilaterally (including, but not limited to, before the expiration term for provision of a relevant Banking Service) to refuse in Banking Services provision, as per the clause 5.3. and/or p.5.4. of this Agreement, subject to the notifying the Client regarding the termination of the relevant Banking Service provision not less than 7 (seven) calendar days before the date of termination, such notice should contain the termination date of the relevant Banking Service provision, unless otherwise provided by the provisions of the relevant sections (clauses) of the Agreement, which regulates the procedure and conditions for the provision of a separate Banking Service. When the Client received from the Bank a notice regarding Bank's intention to discontinue the provision of a particular Banking Service, the Client is obliged to pay any debt to the Bank which could have arisen during the term of the Agreement in connection with the Banking Service, which is deemed to be terminated, before the date the relevant Banking Services shall be terminated.

15.2.3. Without limiting the other clauses of this Agreement, if the Client's debt to the Bank under this Agreement for rendered services/executed transactions, including imposed penalties, exceeds the amount corresponding to the cost of maintaining the current Client's Current Account specified in the Bank's Service Fees, the Bank has the right to suspend the provision of any and all Banking Services under this Agreement until the Customer shall fully repay the arrears. If the Client fails to pay the above-mentioned debt within 60 (sixty) calendar days from the date of its occurrence, the Bank is entitled to unilaterally refuse to provide any and all Banking Services and close the Client's Current Account.

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

### **15.3. AGREEMENT TERMINATION PROCEDURE.**

15.3.1. This Agreement shall enter into force for the Parties from the moment of the conclusion by the Parties of the Application for Banking Services and shall remain in force for an indefinite period - until its termination in the cases and according to the procedure stipulated by this Agreement or the current legislation of Ukraine.

15.3.2. In case the Client closes all his Current Accounts and fully repays the Debt Obligations to the Bank under this Agreement, this Agreement shall be considered terminated by the Parties on the Client's initiative. At the same time, the date of termination of this Agreement shall be the date of closing the last Client's Current Account or the date of full execution of the Debt Obligations, depending which date will come later.

15.3.3. In case the Bank closes all Client's Current Accounts for the reasons other than those, provided for in clause 15.1.1 (i) of the Agreement, the Bank has the right (but is not obliged) to terminate this Agreement unilaterally by sending the Client a written notice stating the date of Agreement termination. During the period from the date the Bank sends to the Client a notice of the Bank's intention to terminate the Agreement, and until the termination of the Agreement the Client is obliged to pay any debt to the Bank, which could have arisen during the term of the Agreement. The Bank has right to send a notice to the Client regarding Agreement termination and at the same time to send a notice on Current Account closure.

15.3.4. Notwithstanding the other provisions herewith, this Agreement shall be valid and effective before termination of all Debt Obligations through their full performance by the Client. Agreement termination does not relieve the Parties of responsibility for its violation that occurred during Agreement validity period.

15.3.5. In the event that after the Current Accounts were closed and Agreement was terminated, the Customer requests the Bank to provide any information and/or certificate/statement/other documents regarding Client's Current Accounts, the Client is obliged to pay a fee for the provision of such information and/or certificates/statements/other documents regarding Client's Current Accounts, in the amounts stipulated by the Bank's Service Fees, on the day of appealing to the Bank.