



UKRSIBBANK
BNP PARIBAS GROUP

*Додаток 37 до Наказу від 19.03.2024 р.
№II-LEG-2024-25*

RULES
(CONTRACTUAL TERMS AND CONDITIONS) TO OPEN, USE AND SERVICE CURRENT ACCOUNTS OF
INDIVIDUAL PERSONS IN NATIONAL AND FOREIGN CURRENCIES OPENED WITH JSC "UKRSIBBANK" (as
amended)

SCOPE OF THE RULES

The present "Rules (contractual terms and conditions) to open, use, and service current accounts of individual persons in national- and foreign currencies, opened with JSC "UKRSIBBANK" (as amended) (hereafter referred to as – the "Rules"), are a proposal to enter into agreement on terms and conditions established by the Bank, and applied to regulate the relationship under Agreements executed between the Bank and the Clients:

- in case, when such Agreement includes references to the present Rules, or
- in case, when such Agreement has been executed on terms and conditions of the Rules for opening, use, and service current accounts of individual person in national- or foreign currencies, opened with JSC "UKRSIBBANK", published in the newspaper "Holos Ukrainy" No. 116 (4366) dated 20 June 2008 (with all subsequent amendments),
- In case when such Agreement has been executed on terms and conditions of the Rules (contractual terms and conditions) for comprehensive cash-and-settlement services to individual persons – the Clients of JSC "UKRSIBBANK", published in the newspaper "Holos Ukrainy" No.45 (4795) dated 13 March 2010 with all subsequent amendments, herewith the present Rules shall be applied only in terms of the current Accounts servicing, or
- In case of transfer of the Agreement to the present Rules in accordance with a procedure established hereby.

The Rules shall not be applied to the settlement of relationships under any other agreements, a party to which is JSC "UKRSIBBANK", including to any other agreements for opening, servicing the bank accounts except for the above stated.

A "Questionnaire Agreement for opening and servicing a bank account of an individual person" executed between JSC "UKRSIBBANK" and the Client (of in the Client's favor), shall be shortly referred to in the present Rules as the "Bank Account Agreement".

The present Rules shall establish a procedure for opening, servicing, closing current Account(s) of individual persons, a payment services provision, carrying out other transactions, as well as a procedure for setting and changing the Tariffs, and other issues related to the using of Account(s) within the framework of this Agreement.

These Rules shall be mandatory for observance by all Parties hereto, both the Bank and the Client.

I. General Provisions

1.1. The present Rules shall establish the procedure for opening, servicing, closing the current accounts for the individual persons' own needs, a payment services provision, and carrying out the other transactions, as well as the procedure for setting and changing the tariffs, and other issues related to the current accounts' use.

1.2. The Rules shall be mandatory for thereof observance by all parties, both the Bank and the Client.

1.3. Within the scope of the Rules' application, the below stated terms shall be used in the meaning as follows:

A "Client" is a payment-services user – the individual person, who manifests its wish to use/to obtain the Bank services for opening and servicing the Account(s), payment services provision, carrying-out of other transactions within the respective concluded agreements.

"BNP Paribas Group" – a legal entity "BNP Paribas S.A.", that has been established in accordance with laws of France and registered in the Trade Registry of Companies of France (Paris) under the Number 662 042 449, and also the legal entities (including thereof branches and structural subdivisions), in which BNP Paribas S.A. is a shareholder (participant) and/or which are under direct or indirect control by BNP Paribas S.A. through the holding of stocks, shares in authorized capitals irrespective of actual size of share, or through the contractual, or actual control."

"Commencement date of amendments to the Rules" is the date, indicated in the notice of amendments to the Rules, as from which the amendments come into force in the cases stipulated by sub-clause a) of the Clause 10.2 of the Rules;

"Date of publication of amendments to the Rules" is the date of publication in the newspaper "Holos Ukrainy" or the other official printed edition, or on the website: <https://ukrsibbank.com/>, or on the information stands in the Bank's branches, or in the Account statements. A specific date of publication of amendments to the Rules shall be indicated in the notice of changes to the Rules.

"Agreement" is an Application-agreement for opening **and** servicing the bank current account of an individual person, or an Application-agreement for opening by an individual person in favor of the other individual person a bank current account and

thereof servicing, or an Application-agreement for opening and comprehensive cash-and-settlement services with all annexes, including tariffs, concluded thereto additional agreements, or an Agreement for elite banking services “Personal banking”, and these Rules.

“**Account**” is a current account of an individual person for his/her own needs.

“**Legislation on extraterritorial jurisdiction**” is (i) the Regulations of the USA, the European Union, and the other countries, (ii) the documents of the UN, and the other International organizations, which decisions are binding in the territory of Ukraine, France, or the countries where the BNP Paribas Group carries out its activity, posted on the website <https://ukrsibbank.com>, (iii) the Policies and Rules of the BNP Paribas Group including those aimed at implementation of enactments indicated in this definition.

“**Legislation**” is current legislation of Ukraine and regulatory enactments of the National bank of Ukraine as well as the executive authorities of Ukraine.

“**Information notices**” are notices forwarded to a Client through the mobile communications providers in the form of SMS-messages, the instant messaging systems (messaging), through the Remote Banking Service system, or via the other channels determined by the Bank;

“**Service**” and/or “**Services**” are the Bank services related to cash-and-settlement services provided to a Client under the Agreement, particularly, the services for opening an Account(s) to a Client, safekeeping his/her cash-funds and carrying-out cash-and-settlement services for a Client under the Account(s), including the payment services and payment transactions carrying, including via the Remote Banking Services.

“**Tariff**” is an amount of fees to be paid to the Bank for cash-and-settlement services provided to a Client.

“**Tariff package**” is the list of current tariffs formed per certain criteria by the Bank, according to which, when selected by a Client, the Bank carries out cash-and-settlement services for a Client as per the tariffs set by the above-stated list.

“**One-off fee**” is the fee for a one-time service to be paid to the Bank by a Client concurrently with carrying-out of respective transaction under his/her Account in accordance with terms and conditions of the Agreement, and the applicable tariffs of the Bank.

“**Recurrent fee**” is the fee for uninterruptable services provided by the Bank, which shall be paid by a Client in accordance with applicable Bank tariffs within the Agreement set timeframe for a certain period of services provided by the Bank under the Client’s Account(s).

“**NBU**” is the National bank of Ukraine.

“**FEMU**” is the Foreign-exchange market of Ukraine.

“**IFEM**” is the interbank foreign-exchange market.

“**National currency**” is the National currency of Ukraine.

“**UKRSIB Online System (RBS)** is the remote communication means that is a comprehensive Remote Banking Services system by access via communication channels, particularly, the Internet network, mobile communication, etc., designed for management, control and obtaining the Bank services by the Clients, as well as information on Bank products, including the Client-entered loan agreements and a debt-service status thereunder;

“**EMA**” – is Ukrainian Interbank Association of Members of the Payment Systems “EMA” (the USREOU ID: 30401000), which is the owner of the EMA Anti-Fraud Hub, the owner of personal database “Exchange-online”, and the information on the users of the EMA Anti-Fraud Hub;

“**EMA Anti-Fraud Hub**” (or “**EMA AFH**”) is the trunk secure channel through which an inter-sectoral data exchange is carried and/or thereof transit with API application, implemented in the form of an application software containing services/modules and the personal database “Exchange-online” (<https://www.ema.com.ua/business/antifraud-hub/>). EMA Anti-Fraud Hub provides the following information exchange between participants of the financial services market, which entered into agreement with the EMA to join the mutual using the EMA Anti-Fraud Hub:

- regarding unlawful, illegal use of payment instruments and payment systems, payment infrastructure, equipment, software capable to compromise information;
- regarding forgery of payment cards, electronic money, electronic wallets, etc.;
- regarding unlawful or illegal actions in the area of obtaining (granting) loans, credits;
- regarding payment monitoring results, authorization histories;
- information analysis results facilitating a proper identification of payers, recipients, parties to legal relationship under a loan, lending, settlements;
- photo /video/ audit information, reference- and statistical information;
- methodic recommendations and expert information (<https://www.ema.com.ua/business/antifraud-hub/>);

“**Cash-and-settlement services**” means provision of payment services related to cash-funds remittance, as well as carrying out the other transactions;

“**Direct debit transfer**” means debit transfer made from the Client’s account based on the Recipient given payment instruction, and subject to the Client’s consent to such remittance given thereby to the Recipient, or to the Recipient’s Payment Services Provider, or to the Bank. The Bank may be a Recipient under the direct debit transfer. In addition, the direct debit transfer is also

making payment transactions on credit transfer based on payment instructions formed by the Bank upon agreement with a Client acting in the Payer capacity.

“Means of identification and authentication” throughout the text of the Rules, jointly **Personal key, Personal password, OTP**, or a **digital handwritten signature**, and a **personal secure mobile phone number**:

“Personal key” (or **“SMID”**) means the unique ten-character digital identifier (this may be used as a login when entering UKRSIB online System) of a Client used for the Client identification as the Bank client, either when contacting bank employees (at the Bank branches), or using the remote bank services (when making calls to the Bank reference-and-information service, accounts management, receiving the Bank services as well as information on made transactions with the use of UKRSIB online System via Internet, etc. The Bank issues a Personal key to the Client at the Bank branch, or the Personal key is displayed in the Remote banking services system. The latest Personal key issued by the Bank to the Borrower shall be deemed valid;

“Personal password” is the unique digital password of the Client, which, jointly with the Personal key is used to log-in the UKRSIB online system. A Client, individually, sets a password when entering the UKRSIB online system for the first time, which is known to him/her only. The Bank sends the Personal password for the first logging-in the UKRSIB online system with a message to the personal secure mobile number;

“OTP” means a one-time password used by the Client for confirmation of actions and signing the electronic documents, including the electronic identification in the UKRSIB online system. The Client’s personal handwritten digital signature may be used for signing the electronic documents in the UKRSIB online system subject to technical possibility. The Parties hereto have agreed that OTP-use is an applying of the Client’s handwritten digital signature to the electronic document. The OTP shall be generated automatically and logically linked to data that require confirmation/signing through the OTP, that the Bank shall send to the personal secure mobile phone number of the Client (via information message);

“Personal secure mobile phone number” means a number of the Client’s mobile phone, indicated by the Client in the Application-Agreement and/or provided thereby to the Bank in writing (in the application for setting/changing the identification means and/or in the application formalized by the Client within identification/re-identification (ascertain the identification-related data) in accordance with internal procedures of the Bank), and/or notified to the Client when the latter applies to the Contact center, and fixed in the Bank system. The Client’s personal mobile phone number shall be deemed valid that the Client’ has provided as the latest. The Personal secure mobile phone number along with the Personal password may be used for logging-in the UKRSIB online system as login and throughout these Rules may be used in the meaning of the “Personal key”, in the context of its use as a login to enter the UKRSIB online system;

“Electronic document” is a payment instruction in the electronic form, or the other document, information of which is fixed in the electronic-form data, represented in the format suitable for appropriate software resources enabling an electronic document creation; the same may be formed, transferred, saved, and represented by electronic means into a visual format;

“Contact center” means a round-the-clock client support service of the Bank. Contacting the Service is possible through the chat in the UKRSIB online system, or by phone numbers: 729 (free of charge from mobile phones in the territory of Ukraine), 380-44-298-82-90 (for international calls). To improve the services level all conversations with the Bank representatives through the Contact center may be recorded;

“Instructions” means the Remote Banking Services (RBS) user instructions for clients the individual persons, which are posted in the Internet by link: <https://ukrsibbank.com/>. The Parties hereto agree to consider the Instructions to be an Annex to the Agreement constituting its integral part;

“Products” (or **“Services”**) are the Bank services for opening and maintenance of the Client’s account as well as the other services/bank services set, provided by the Bank (including those that are provided thereby in the capacity of a professional participant of the capital market) to the Client based on the Agreement or the other contract executed between the Parties.

“Common Reporting Standard (CRS)” is a common standard for reporting and due diligence of information on financial accounts that includes comments thereto (Common Standard on Reporting and Due Diligence for Financial Account Information (CRS), approved by the Council of the Organization for Economic Cooperation and Development as of 15 July 2014 (as amended).

“FATCA Agreement” means the Agreement between the Government of Ukraine and the US Government aimed at improving the implementation of tax rules and application of regulations of the USA Act “On Foreign Accounts Tax Compliance (FATCA)”.

“CRS Multilateral Competent Authority Agreement” is a multilateral agreement of competent authorities on automatic exchange of information regarding financial accounts, dated 29 October 2014, which was concluded in accordance with Article 6 of the Convention on Mutual Administrative Assistance in Tax Matters.

“Business day” means a calendar day other than a holiday or a day off in the Bank operation in accordance with applicable Legislation.

1.4. Other terms used in these Rules shall have the meaning and content in accordance with the legislation and the Bank Account Agreement.

1.5. On the terms and conditions, and according to procedure determined by the present Agreement, the Bank:

- 1.5.1. Opens a current Account(s) for a Client in national and/or foreign currency for holding cash-funds and provision of cash-and-settlement services for a Client (including those intended for making payment-, and other transaction), in accordance with terms and conditions of the Agreement and requirements of applicable legislation; and/or
- 1.5.2. Provides remote services under the Client's Products and ensures exchange of technological and other information between the Parties. The Agreement and/or the other contracts executed by the Parties, including the Instructions, and legislative requirements stipulate carrying-out the services within UKRSIB online system as well as the other services provision; and/or
- 1.5.3. Renders the other Services and Tools provided for by the Agreement.

II. Services provided by the Bank

2. Procedure for current accounts opening

- 2.1. An Account shall be opened by the Bank for a Client in accordance with legislation on financial monitoring, the legislation on extraterritorial jurisdiction, the internal regulations of the Bank, based on the respective Agreement, herewith the Account maintenance shall be carried upon the Client identification and verification based on thereby submitted documents, in accordance with the applicable legislation, and subject to unavailability of reasons for deny a Client the account opening. Opening of each new account in the future shall be carried through entering of respective Additional agreement by the Parties, or through an Application for opening an Account-the additional agreement to the Agreement.
- 2.2. An Account shall be opened for holding cash-funds of the Client, and carrying out the Client cash-and-settlement services, taking into consideration the treatment of such Account(s) use in accordance with terms and conditions of the Agreement.
- 2.3. A foreign-currency Account opening for a Client shall be carried subject to preliminary opening thereby of the national-currency Account with the Bank, particularly for making transaction by the Client on payment of Bank services according to applicable tariffs.
- 2.4. The Parties have agreed that in case when a Client under the Agreement is a non-resident individual person, the Client shall open, according to legislative requirements, a separate current for crediting income with the source of its origin in Ukraine, paid to such Client by the other non-resident in non-cash form, and is subject to taxation. A separate agreement concluded between the Bank and the Client, according to applicable legislation, shall stipulate a treatment for funds use under such separate current account.

3. Current accounts maintenance. Giving and withdrawal of consent to a payment transaction. Procedure for giving payment instructions, acceptance thereof for execution. Crediting of funds into Account(s). Provision of information in the course of payment transactions performance.

3.1. Payment instruction can have a paper-, or an electronic form. A Client (thereof authorized person) give the Bank a payment instruction in person. Giving of payment instruction in electronic form shall be performed via Remote Bank Services system, or by the other system in accordance with terms and conditions of the Agreement. A paper-form payment instruction should neither have any erasures, crossed-out words, or any other corrections, nor be signed with a facsimile signature. The payment instruction text should read clearly and unambiguously. A paper-form foreign-exchange payment instruction shall be formalized as an "Application for carrying-out payment/foreign-exchange transaction".

A Client shall give the Bank a consent to carrying-out payment transaction (except for cases when such consent is not required by applicable Legislation). An indisputable sign of such a consent shall be the fact of the Client given payment instruction that includes the Client's signature, or thereof authorized person's signature. The Client's signature or a signature of the Client's authorized person shall be the basis for payment transaction performance.

A consent to payment transaction performance (interrelated payment transactions) may be withdrawn by the Client at any time, but not later than the maturity of irrevocable payment instruction. A Client's instruction for withdrawal of its consent shall be prepared in any form, either in paper-or electronic format, and may be signed and submitted to the Bank personally, by the Client (its authorized representative), or through the use of the Remote Banking Services system, containing clear reference to specific payment transaction (related payment transactions) the consent to which is subject to withdrawal.

In the cases provided for by applicable legislation, a Client has a right to withdraw a payment instruction only in full amount and prior to debiting of funds from the Client's account, or before the payment instruction value date (before irrevocable payment-instruction maturity-date). The Client's instruction for withdrawal of a payment instruction shall be prepared in any form, in paper-, or electronic format, and may be signed and submitted to the Bank personally by the Client (thereof authorized representative), or through the Remote Banking Services system, obligatory containing the clear reference to the specific payment instruction (thereof number, date of preparation, the amount, the Payer's and the Recipient's data), which is subject to withdrawal.

The Bank shall process a Client's order for a payment-instruction withdrawal and/or a Client's instruction for withdrawal of its consent to carrying-out a payment transaction, if possible, on the day of thereof receipt, but not later than the business day following the date of the Client's instruction receipt. The basis for failure to fulfil the instruction shall be its incompliance with the terms and conditions of the present Agreement, and/or the applicable Legislation.

When a Client is the recipient (encumbrancer) under thereby initiated payment instruction, the Bank shall ensure provision/transfer of such payment instruction to the Payer's Payment Services Provider, not later than the next business day upon thereof receipt from the Client. In case of such payment-instruction withdrawal, the Bank shall ensure provision/transfer of the

order on instruction withdrawal to the Payer's Payment Services Provider not later than the business day following the day of its receipt from the Client.

The Bank provides services under Client's Accounts within the scope of licenses the Bank received from the NBU, in accordance with terms and conditions of the Agreement.

3.2. The treatment of the Client's Accounts use shall be determined by the Agreement and the applicable legislation.

3.3. Payment transactions under the Client's Account(s) shall be carried by the Bank in compliance with applicable legislation, the present Agreement, the internal regulations of the Bank, and based on the payment instructions received by the Bank.

3.4. The Bank provides cash-and-settlement services to the Client within the balance of funds on the Client's Account, subject to condition that the amount of balance on the Account is ample for carrying-out a payment instruction given by the Client, a concurrent payment thereby of the one-off fees to the Bank for the services provision (transaction performance), and subject to absence of indebtedness on the payment of periodical and/or one-off fees thereby based on the Client given payment instructions and their formalization according to applicable legislation, the Bank's requirements, and the requirements of the present Agreement.

3.5. The Bank provides filing /transfer/return of the Client's payment instructions to the Client, which confirm debiting/crediting of funds from/to the Client's Account, or the other documents, personally to the Client (its authorized representative), or along with the Statement of Account on the day of its provision to the Client, unless the other is provided for by the terms and conditions of the present Rules.

3.6. The Bank accepts for execution the Client's payment instruction in accordance with terms and conditions of the Agreement:

- if the Bank receives the instructions within operation hours – not later than the third operation day as from the date of its receipt by the Bank, unless the other is provided for by the terms and conditions of the Agreement, subject to unavailability of reasons for denial, in accordance with applicable Legislation and/or the present Agreement;
- if the Bank receives the instruction upon the close of operation hours – not later than the forth operation day as from the date of receipt by the Bank, unless the other is provided for by terms and conditions of the Agreement, and subject to unavailability of reasons for denial according to applicable Legislation and/or the Agreement.

Subject to technical opportunity and unavailability of reasons for denial, provided for by applicable Legislation and/or terms and conditions of the present Agreement, a payment instruction may be accepted for execution on the same operation day according to the Tariffs.

The Bank, at its discretion, shall determine duration of the operation day and thereof representation in its internal regulations.

The Bank undertakes to execute a Client's payment instruction, who is acting in the Payer's capacity on crediting to the Recipient's Account at the Bank, or at the other Payment Services Provider, within three operation days as from the date of taking the payment instruction for execution, unless the other is provided for by the Agreement terms and conditions, and subject to unavailability of reasons for denial, according to the Legislation and/or the Agreement.

Subject to the Bank's technical opportunity and unavailability of reasons for denial, provided for by applicable Legislation and/or the Agreement, a payment instruction may be executed within an operation day as from thereof acceptance for execution according to the Tariffs.

3.6.1. Upon initiation of the payment instruction (transaction) by a Client in the Payer's capacity, the Bank shall provide the Client with the information via RBS system, and/or through the other means, as follows:

- 1) the date and time of the payment instruction;
- 2) the date and time of the payment instruction accepted for execution;
- 3) information on denial a payment instruction execution (in case of denial).

3.6.2. Upon execution of the Client's payment instruction (transaction) in the Payer's capacity, the Bank provides the Client with information as follows:

- 1) data enabling the Client to identify the performed payment transaction and the Recipient-related information (subject to technical possibility);
- 2) the payment transaction amount in the Client's account currency and in the payment transaction currency;
- 3) the amount of total fees and dues withheld from the Client for carrying out a payment transaction (subject to technical possibility, the amount of each fee shall be stated separately);
- 4) foreign currency exchange rate (in case when the foreign currency exchange-related services have been provided to the Client);
- 5) the date and time of acceptance of a payment instruction for execution, the value date.

The Bank shall provide information stipulated by this clause, on each payment transaction performed under Account(s) at least once per a calendar month on a free-of-charge basis through the RBS system and or through the other means.

3.6.3. Upon performance of payment transaction on crediting the funds into the Account, the Bank shall provide the Client who is acting in the Recipient's capacity with the following information:

- 1) the data enabling the Client to identify the performed payment transaction, the Payer-related information, and the other data that follow up a payment instruction;
- 2) the payment transaction amount in the currency of the Client's Account as well as in the payment transaction currency;

- 3) an amount of total fees and dues withheld from the Client for carrying out the payment transaction (subject to technical possibility an amount of each fee shall be stated separately);
- 4) the exchange rate of foreign currency (when the Payer has received services for foreign-currency exchange transaction);
- 5) the date and time of funds crediting into the Clients account, the value date.

The Bank shall provide information stipulated by this Clause, on each executed payment transaction under Account(s) at least once per a calendar month on a free-of-charge basis via RBS system, or by the other means.

3.6.4. When the Client wishes to receive information provided for by the Clauses 3.6.2. And 3.6.3. of the present Rules, more frequently, the Bank may provide the above information on a more frequent basis/provide the additional information subject to fees withheld from the Client. Such fees amount shall be established according the Tariffs and shall consider the Bank actual expenses for processing and provision of the above information.

3.6.5. in crediting the cash funds into the Account under payment instruction in the national currency, the Bank verifies the Account Number and the Client's Code (Registration Numbers / Taxpayer Registration Identification Card Number or series (if available), and the passport number (for individual persons, who due their religious convictions have refused the registration number of a taxpayer identification card acceptance and notified thereof the respective supervisory authority, and have a respective notice in their passport)), and subject to thereof unavailability/incompliance, the Bank has a right to suspend carrying-out a payment transaction for a term up to 4 business days for identification of appropriate Recipient, or the Bank has a right to waive the specification, and in this case the Bank shall return the funds to the Payment Services Provider not later than the business day following the date of its receipt, notifying the reason for thereof return. In crediting funds into Account under a payment instruction in the national currency, the Bank verifies the Account Number and the Client's code (registration number / Taxpayer Registration Identification Card Number or series (if available), and a passport number (for individual persons, which due to their religious convictions have refused to accept the registration number of the Taxpayer Registration Identification Card Number and have notified thereof the respective supervisory authority and have a notice in their passport)) and, in case of thereof unavailability / incompliance, the Bank has a right to suspend carrying-out the transaction for a period up to 4 business days for identification of the appropriate Recipient, or the Bank has a right to waive specification, and in this case the Bank returns the funds to the Payment Services Provider not later than on the day following the date of the funds receipt with notification of reasons for return.

In crediting funds into the Account under SWIFT-message in the foreign currency, the Bank verifies the surname and the name of the Client, thereof Account Number and, case thereof unavailability / incompliance, the Bank has a right to cease carrying-out the payment transaction for a period determined by the Legislation, and credit the funds into the Account until ascertaining, for establishing the proper Recipient, or the Bank has a right to waive specification, and in such case the Bank shall return the funds to the Payment Services Provider of the Payer, not later than on the date following the day of the funds receipt with notification of reasons for return.

The Bank is obliged to ensure crediting an amount of funds under payment transaction into the Client's Account, which acts in the Recipient's capacity, within three operation days as from the date of the funds receipt into the Bank account, or within the other timeframe, stipulated by the Agreement.

Subject to availability of technical possibility and in the absence of reasons for denial, provided for by applicable Legislation and/or by the Agreement, the Bank may credit funds into the Client's Account within an operation day of the funds receipt into the Bank's account.

3.7. At the Client's wish and subject to availability of technical possibility of the Bank, the latter has a right to execute the Client's payment instructions with taking into account the amounts that inflow into his Account(s) within an operation day (current inflows) in accordance with the Agreement.

3.8. Any restrictions put on a Client in the use of funds on his/her Account, including a seizure of funds and/or cease in transactions under Accounts, are only possible on the grounds provided for by applicable legislation and the Agreement.

3.9. In the case of erroneous transaction on crediting the funds by the Bank into the Account(s) due to the Bank's fault, a Client entrusts and gives its consent to the Bank, and the Bank, as the first priority, has a right to make a direct debiting of such erroneously-credited funds from Account(s) and transfer thereof to the appropriate Recipient, and the Client guarantees that he/she will not have any claims for reimbursement of losses.

The Agreement unregulated issues regarding the return of erroneously debited/credit funds from/to the Account that does not belong thereto, shall be resolved in accordance with the Legislation determined procedure.

3.10. In carrying-out the foreign-exchange transactions under Clients' Accounts, the Bank acts in the capacity of the currency control agent.

3.11. Receiving and issuing cash-funds shall be carried out within the Bank operation day through the Client formalization of appropriate payment instructions (cash documents).

In the necessity to obtain cash-funds, a Client, until 13:00 (Kyiv local time) on a business day preceding the date of funds receipt, shall submit a request for cash-funds receipt to the Bank.

3.12. The Bank shall provide a Client with information on transactions under thereof Account(s) in the form of a statement (in paper form) on the Client's current Account (hereafter – the Account Statement) on the first Client's demand, but not earlier than on the business day following the date of transaction under thereof Account. The account statement may be issued to the Client's

authorized representative based on the Power of Attorney formalized in accordance with legislative requirements, and the terms and condition of the Bank Account Agreement.

3.13. Procedure for carrying-out the transactions on buying/sale/exchange of the non-cash currency.

3.13.1. The Bank has a right to provide services to the Client for buying/selling/exchanging the non-cash currency (hereafter throughout this Rules Section – the Services). The Bank provides the Services in consideration of requirements of applicable Legislation as well as technical capabilities of the Bank, and particularities of the processes implemented with the Bank.

A Client entrusts and gives its consent to the Bank for carrying-out the transactions on buying/selling/exchange of the non-cash foreign currency, and debiting the required funds amount from the account, indicated in the “application for carrying-out a payment/currency transaction” and in accordance herewith. An undisputable sign of the Client’s consent received by Bank for carrying-out the transaction on buying/sale/exchange of the non-cash currency, shall be the fact of the Client filing of appropriate “Application for carrying-out a payment/currency transaction”, containing the Client’s signature, or the signature of its authorized representative. The above signature shall be a basis for the transaction performance. At the wish of the Client, the latter may individually form a payment instruction for making a transfer under the Service upon notification the Bank thereof.

Clause 4.18 of the Rules stipulates particularities of the Services provision through the Remote Banking Services system.

A mandatory sale of the non-cash currency shall be performed in accordance with the Legislation determined procedure, and subject to condition that the same is provided for by applicable Legislation, and within the meaning of this Section, does not belong to the Services.

A client entrusts the Bank in the cases determined by applicable Legislation to perform selling of the Bank bought foreign currency, at the Client’s instruction, which has not been transferred as designated within a timeframe determined by applicable Legislation.

The selling of a Client’s currency based on a separate contract, shall be made at the exchange-rate determined for the applications for sale in accordance with c. 3.13.5. of the present Rules, unless the other is stipulated by such separate contract.

3.13.2. The Services shall be provided to a Client subject to availability of the Client’s open current accounts in respective currencies, required for the Service provision (for funds debiting, for carrying-out a transaction, and for funds crediting based on such transaction results).

3.13.3. For the purposes of the Service obtaining, a Client files an “Application for carrying-out the payment/currency transaction”, or an “Application”, in the respective cases) to the Bank, according to the Bank established form that should include the mandatory details as follows:

- Application type (for sale, buying, or currency exchange);
- Date and Number;
- Date of acceptance for execution;
- Information on a Client (Client’s full name, place of his/her residence, a taxpayer registration card number, and a telephone number);
- Information for transaction performance in the foreign-exchange market of Ukraine (the number of account for funds debiting, the name / code of a foreign currency and the amount debited (the debited amount shall not be mandatory for transactions on buying / exchange of foreign currency), the exchange rate of the transaction the number of account for funds crediting, the name / code of the foreign currency, as well as the amount credited – is not mandatory for transaction on selling / exchange of foreign currency), the name of the Payment Services Provider, and the basis for buying the foreign currency in the foreign-exchange market of Ukraine,
- Value date;
- Execution date;
- Full name of the Client or thereof authorized representative.

The “Application for carrying-out the payment/currency transaction” in paper form shall be submitted by a Client in duplicate.

Application for currency transactions shall be submitted:

- for buying/selling a currency the latest 12:30 Kyiv local time (except for applications submitted in accordance with c. 3.13.5) on the date of buying/selling the currency, stated in the Application. In addition, when, according to the applicable Legislation, a foreign currency buying may be performed without respective reasons, then the Application for buying the foreign currency shall be submitted to the Bank until 10:00 Kyiv local time;
- for the foreign currency exchange – not later than 13:00 Kyiv local time on the exchange date stated in the Application.

3.13.4. The exchange rate for buying/selling the currencies shall be set based on the Client’s Application for the foreign exchange transaction. A Client has a right to state in the Application for a foreign-exchange transaction a method for an exchange-rate setting (at the rate, indicated by the Client, or at the Bank rate).

3.13.5. Upon the Bank consent the following procedure may be used for setting the exchange rate in case the Client has indicated “at the Bank rate” in its Application in paper form submitted to the Bank:

- for applications submitted until 10:00 Kyiv local time for the buying purposes, and for applications submitted until 11:30 Kyiv local time, for selling purposes, the Bank rate shall be set, which has been formed by the Bank based on the main trading results in the foreign currency market of Ukraine.

Applications submitted after this Clause specified timeframe, shall be carried out by the Bank on the following operation day. When the operation day falls on the holidays, or the days-off, then the above applications shall be performed on the operation day following the holiday, or the day-off.

3.13.6. The Parties have agreed upon the following procedure for setting an exchange-rate if indicated “at the Bank rate” in the Client’s application to be submitted to the Bank:

- for applications intended for exchange, submitted within the timeframe stipulated by Clause 3.13.3 for thereof acceptance, the Bank rate, formed by the Bank, shall be set based on trading results in the foreign currency market of Ukraine. Applications intended for exchange, submitted after the timeframe stipulated by Clause 3.13.3 shall be performed by the Bank on the following operation day. When an operation day falls on holidays or the days-off, such applications shall be performed carried on the operation day following the holiday, or the day-off.

3.13.7. The Bank notifies a Client of performance of the Client’s paper-form application for a foreign-exchange transaction by means of transfer thereto his/her copy of application for foreign-exchange transaction with a notice of its performance.

The Bank notifies a Client of the performance of foreign-exchange transaction (taking into consideration the exchange rate for buying/selling the foreign currency at which each transaction has been performed) by means of indication thereof information in the statement of account(s) formed according to the procedure stipulated by the present Agreement.

3.13.8. In the cases provided for by applicable Legislation and the internal regulations of the Bank, an Application for buying/exchange of the non-cash foreign currency shall be supplemented by the Client with supporting documents (original copies, or duly certified electronic-, or paper form copies of original documents on the paper-form carriers), evidencing the availability of reasons/obligations/purpose for carrying-out the transaction on buying/exchange of the non-cash foreign currency. The list and content of supporting documents shall be established in accordance with applicable Legislation and the Bank requirements.

3.13.9. Upon the transaction on buying/selling/exchange of the non-cash currency performance, the Bank credits the bought/exchanged currency into the respective account indicated in the Application for buying/selling/exchange of the non-cash currency.

3.13.10. The Client has a right to withdraw application for buying/selling/exchange of the non-cash currency before the date of its performance by the Bank in accordance with the procedure determined by the applicable Legislation. In case of the Application withdrawal by the Client, the latter shall reimburse expenses related to such withdrawal to the Bank. The Client shall submit a paper-, or electronic form letter of withdrawal through the Remote Banking Service system. The above letter should include the obligatory instruction to the Bank to return the funds into the respective account of the Client. By signing the letter of the application withdrawal, the Client confirms its obligation to reimburse expenses to the Bank losses related to such withdrawal and agrees to thereof retaining by the Bank from the amount of funds subject to return. The Bank may refuse execution of the letter of application withdrawal in the cases as follows:

- The Letter does not comply with requirements as to thereof content and formalization determined by applicable Legislation and the present clause of the Agreement;

- Execution of the Application has already been commenced by the Bank, or the Application has already been executed.

3.13.11. The Bank has a right to return the unperformed Application for buying/selling/exchange of non-cash currency in the cases as follows:

- In availability of the Client violation of any term and condition of the Agreement or the other contract, entered between the Parties;
- Insufficiency of funds on the Client’s account for carrying-out the transaction;
- Lack, insufficiency, or inappropriateness, in the Bank’s opinion, of the supporting documents that are the basis for foreign-exchange transaction, including submission of documents containing errors, corrections, erasures, or blurred copies, complicate understanding of the information;
- Receiving the denial of the Bank to register the Client’s foreign-exchange transaction in the automatic information system of the National bank of Ukraine “Limits of the foreign-exchange transactions” (in case of a Client’s application for buying the non-cash currency without reasons/obligations);
- Unavailability of the requested currency;
- In the absence of proposals for buying/selling/exchange of the non-cash currency at the rate indicated by a Client in the respective application;
- In case when the application has been formalized or submitted inappropriately, or submitted later than the timeframe stipulated by the Agreement;
- Availability of any restrictions with respect to the Client’s accounts used for the Services provision, or the Client’s rights to disposal of such accounts;
- In case when the Services provision violate or may result, in the Bank’s opinion, in violation of the applicable Legislation, or the Legislation on extraterritorial jurisdiction.

3.13.12. In the case of denial of execution of the application for buying/selling/exchange of the non-cash currency, the Bank shall notify thereof the Client through the RBS system, or by stating the respective notice on the paper-form application.

3.13.13. The Bank accepts an Application for buying/selling/exchange of the non-cash currency within 30 calendar days,

beginning as from the date thereof formalization. The Application for the currency exchange shall be accepted within the same period of time, without taking into account the date thereof formalization. The Application validity prematurely expires by thereof execution/return as not executed by the Bank, or the Client's withdrawal, for the full amount, in accordance with the procedure set by applicable Legislation, and the Clause 3.13.10 of the present Agreement.

3.14. The Bank shall not charge interest on the funds balance in national, or foreign currency on the Client's Account(s), unless the other is provided for by the Client selected tariff package.

The Bank tariffs, selected by a Client, or stipulated by the Additional agreement to the present Agreement, establish the interest rate, the Account currency, and the balance of funds on the Account on/or from which the interest start charging, herewith, the respective funds balance on the Client's Account(s) shall be formed at the end of the operation day of the Bank.

Interests in the national and/or in the foreign currency shall be accrued by the "fact/fact" method, i.e. on the basis of actual number of day in a month, and in a year.

The Bank shall pay a Client the interest accrued under the Agreement by crediting the funds into any of the Client's Account open with the Bank, which Account currency matches with the interest currency on the last calendar day of each month, and such account closure – on the last business day preceding the closing date of this Client's Account, herewith:

- The Bank withholds tax on the interest accrued in UAH, to be paid to the Client under the Bank Account Agreement in accordance with the law determined rate (if applicable) from the amount and at the expense of such interest, which tax to be paid to the Budget in the course of the Bank repaid interest according to applicable Legislation;
- The Bank withholds a tax from the foreign-currency amount of accrued interest, to be paid to the Client under the Bank Account Agreement in accordance with the law determined rate (if applicable) from the amount and at the expense of such interest, the tax of which shall be withheld by the Bank in the currency of accrued interest paid to the Budget as a hryvnia equivalent (at the NBU rate as of the tax withheld date) of the charged amount of tax during the Bank payment of interest in accordance with applicable legislation.

3.15. In cases of requests by the non-resident banks having correspondent relationship with the Bank, and carrying out the Client's financial transactions, with an official request to the Bank regarding provision of information on the Client's identification, particularly: the documents and data required for verification thereof identity, the nature of the Client's activity and its financial status, etc., and/or the information on the nature of the Client made financial transaction served by such non-resident bank, the Client shall grant the Bank a right to notify/provide the requested information, and/or the documents' copies.

3.16. Maintenance of the Client's current accounts open according to terms and conditions of the tariff package "Offset" shall be carried subject to specificities as follows:

3.16.1. An Account open according to terms and conditions of the tariff package "Offset" is designated for administration of credit under the credit agreement entered between the Client and the Bank. It should be noted that currency of such Account should correspond to the currency of the credit agreement.

A Client undertakes to make transactions under the above Account, exclusively within the scope of the Tariff package "Offset" complying with applicable legislation.

3.16.2. The Account open in accordance with the tariff package "Offset" in the foreign currency shall not be used for carrying-out transactions related to the sale/exchange (conversion) of the foreign currency for the purposes of repayment of the Client's liabilities under International agreements. The Client's Account in the foreign currency may be credited with funds upon the foreign-currency buying only for the purposes of repayment of the Client's liabilities under the specified credit agreement.

3.16.3. Accrual of interest (according to tariffs/Tariff package "Offset") shall be carried only under the Client's Account open under such tariff package.

3.16.4. Accrual of interest (according to tariffs/Tariff package "Offset") shall be made on the last calendar day of the month for the amount of the funds balance placed on such Account of the Client. At the same time, the afore stated accrual of interest shall be made only for amount that does not exceed the interest amount determined by the Bank and the Client in the Additional agreement to the Bank Account Agreement, the amount of interest on the Client's indebtedness amount under the credit agreement on the last day of the month. The afore-stated amount of the Client's indebtedness under credit agreement shall be compared to a daily balance of funds on the Client's Account for the settlement period.

3.16.5. On a monthly basis, each last calendar day, the Bank credits the accrued interests into the Client's Account (capitalization of interest), open in accordance with terms and conditions of the Tariff package "Offset".

3.16.6. The Bank, individually, sets and determines the interest rate amount as per tariffs "Offset". At the same time the interest-rate amount under tariffs "Offset" depends on the interest-rate amount under the credit agreement and is subject to change depending on the latter changing.

The interest rate amount under the Client's Account shall be set in the amount of the interest rate under the credit agreement, decreased by the respective amount of interest determined by the Additional agreement to the specific Agreement.

In case of the interest rate change under the credit agreement, the Bank, individually, shall change the interest rate under the Client's Account, herewith the Client gives his/her consent thereto by signing the specified Agreement.

3.16.7. The interest shall not be accrued on the balance of funds under the Client's Account open according to the Tariff package "Offset" in the cases as follows:

- availability of a zero balance on the Client's Account open according to the terms and conditions of the Tariff package "Offset";
- Client termination of Agreement under the specified Account. At the same time, the accrual of interest as from the last date of accrual to the date of the Agreement termination shall not be performed (regardless of availability of the indebtedness amount balance under the credit agreement);
- Premature termination or the credit agreement expiry subject to repayment of indebtedness amount in full under the credit agreement.

3.16.8. Herewith, the Client and the Bank have agreed that direct debiting of any (term-, and/or overdue) Client's indebtedness under any other agreements (except for credit agreement) for administration of which the Account has been opened on terms and conditions of the Tariff package "Offset", entered between the Client and the Bank, and the other Accounts open based on the Agreement, from the Client's Account open in accordance with terms and conditions of the Tariff package "Offset", shall not be made.

3.16.9. The Client, in fulfilment of his/her obligations under credit agreement entered between the Client and the Bank, and in consideration of all specificities related to the Account open by the Client with the Bank, according to terms and conditions of the Tariff package "Offset", entrusts and gives its consent to the Bank, according the terms and conditions of the Agreement, to make a direct debiting of funds from the above Account in the Bank's favor, according to procedure and within timeframes stated in the credit agreement:

- In repayment of interest under credit agreement;
- In repayment of the other term indebtedness under credit agreement;
- In repayment of overdue indebtedness under credit agreement.

4. Client service in the UKRSIB online system.

4.1. The UKRSIB online system shall be used for the purposes of:

- a remote Products servicing: carrying-out payment transactions, receiving and management of Products (including, but not limited to receiving, changing, or termination of the Product provision), and receiving of information on Products and payment transactions.
- electronic-form information exchange with the Bank: forming and sending to the Bank, or receiving from the Bank of electronic-form documents (including the applications, requests), and electronic notifications related to the Bank information interchange.

Any documents required therefore in accordance with internal procedures of the Bank may be in paper- or electronic format. Electronic-form documents may be generated in the UKRSIB online system in consideration thereof technical capabilities.

4.2. Remote service of Products and electronic exchange of information with the Bank through the UKRSIB online system shall be carried based on the Agreement, including in accordance with the Instructions, and/or the other agreement, entered by the Parties, and/or according to technical capabilities of the UKRSIB online system.

An access and/or the use of the UKRSIB online-, or the other Remote Banking Services system (RBS) from the territories/countries subject to application of sanction- or the other limitations in accordance with Legislation, and/or the other restrictions according to the Legislation on extraterritorial jurisdiction, and/or the internal regulations of the Bank, shall be prohibited. If a Client makes an attempt to initiate/initiates a payment transaction, or intends to obtain the other service (including the informational one), or tries to obtain an access/has obtained the access to the UKRSIB online system, or the other RBS system from the territory/country/place subject to sanctions or the other restrictions, the Bank shall deny such transactions/services performance and/or shall block the access to the UKRSIB online-, or the other RBS system. An indisputable sing of use/attempt to use the UKRSIB online-, or the other RBS system from the territory/countries/places subject to sanctions or the other restrictions is the access and/or the use of the UKRSIB online-, or the other RBS system from IP-address allowing identification of geographic location of the device (mobile phone, personal computer, etc.) from which a use/an attempt to use the UKRSIB online-, or the other RBS system from the territories/countries/places subject to sanctions, or the other restrictions according to the applicable Legislation or the Legislation on extraterritorial jurisdiction, and or the internal regulations of the Bank, has been made. The Bank has a right to identify the other sings that in the Bank's opinion may evidence of the Client violation of the afore-stated prohibition.

The Parties agreed that terms and conditions of the present Agreement on services provision in the UKRSIB online system, including but not limited to making juristic acts, information exchange, signing the juristic acts, any other documents, notices, confirmation of actions, and/or carrying-out the electronic identification of a Client by means of OTP-system shall be also applied to regulation of the Parties' legal relationship in the capital markets, and are the component of respective agreements, entered by the Bank in the capacity of the professional participant in the capital markets.

4.3. The Bank has a right to introduce changes in the Instruction. The Bank places the Instruction (taking into account the introduced changes) on the Bank's website: <https://ukrsibbank.com/> and/or notifies a Clients thereof through the UKRSIB online system. The use by a Client of the UKRSIB online system upon introduction of changes to the Instruction shall be considered as the Client's consent to such changes.

4.4. The Bank provides connecting the Client to the UKRSIB online system as from the date of the Client receipt of its Personal key and the Personal password according to procedure stipulated by the Agreement, including the appropriate

Instructions. Terms and conditions of the Tariff package according to which a Client obtains services through the UKRSIB online system define a possibility of the remote banking services.

4.5. Services in the UKRSIB online system shall be provided with the use of the Personal key, Personal password and the One-time password (OTP), or the Client's handwritten digital signature. The Parties recognize these facilities, as the Client authentication means, as well as means of protection of the data-transfer communication channels to be sufficient and safety.

4.6. To obtain the Personal password and the OTP, the Client shall provide the Bank with the safety personal mobile phone number. The Client confirms that such phone number is personal and safety for receiving the messages containing confidential information.

In necessity to change the above mobile-phone number to the other number, or in case such number has not been indicated in the Application-agreement, the Client should:

4.6.1. Submit an application to the Bank branch for setting/changing the identification means. Herewith, the Client indicates in the application a mobile-phone number considered to be personal and safety for the further receiving the information messages containing confidential information;

4.6.2. Apply to the Contact center for receiving the information on the procedure for changing or setting (provision) of the safety mobile-phone number.

4.7. Electronic-form documents, electronic-form contracts and agreements, information requests, electronic messages forwarded by a Client to the Bank through the use of the UKRSIB online system, should include all mandatory details determined by requirements of the Agreement, in particular, by Instructions, legislation, and should be obligatory confirmed by the OTP, or the digital handwritten signature (if applicable). The electronic-form documents (including payment instructions) that do not include the required details, and not signed with electronic signature, i.e. unconfirmed with OTP (if applicable), shall neither be considered by the Bank, nor accepted for handling. A Client is responsible for authenticity of information included in the electronic-form document.

4.8. By his/her signature stated on the Application-agreement, the other agreement entered into between the Parties, or by the other respective document, the Client gives its unconditional and indisputable consent to execution and handling by the Bank of appropriate electronic-form documents sent and/or generated by the Client through the use of the UKRSIB online system.

4.9. The electronic-form documents confirmed through the OTP shall have equal legal force as the paper-form documents, and shall be considered to be signed by the Client in person with its electronic signature applying. Entering into the Agreement evidences of that the Client recognize as sufficient the method for information protection through OTP, used in certification of the electronic-form documents for thereof origin confirmation, authenticity, and data integrity in the electronic form (including for the purposes of the Signatory identification), in the form of which the information in electronic-form documents, created in the UKRSIB online system, is recorded.

The Client creating OTP, or signing with its handwritten digital signature the electronic-form document thereby certifies its familiarization with entire document text, acknowledges his complete understanding of the document content, and that he/she has no objections as to the text of the document and has consciously applied its OTP, or its handwritten digital signature in the context stipulated by the document (has signed, approved, agreed, endorsed, certified, acknowledged).

The Parties acknowledge that OPT forge is impossible without the Client dissemination of related information to third parties, and in ensuring by the Client of appropriate safekeeping of such information carries as well as thereof protection from access by the third parties. Therefore, the Client acknowledges and takes the risks related to the use of the UKRSIB online system with application of the Personal key, Personal password and the OTP, and herewith ensures its personal use and prevention thereof use by the third parties.

4.10. Payment transactions with the use of the UKRSIB online system shall be carried in accordance with the Bank set limits and within a balance of funds on the Client's Accounts.

4.11. The Bank undertakes to perform the electronic-form Payment instructions sent by the Client to the Bank through the use of the UKRSIB online system within the day-and-night period, in accordance with the requirements of applicable legislation and the payments-handling treatment, presented on the Bank's website: <https://ukrsibbank.com/>, unless the other is determined in accordance with terms and conditions of the Agreement.

4.12. By its signature under the Application-agreement, or by the respective document, the Client confirms that all settlements to be carried through the UKRSIB online system shall not be related to conducting the entrepreneurial activities and shall meet the requirements of the applicable legislation.

4.13. The Client use of the UKRSIB online system does not exclude the possibility of the Bank processing of the Client's documents (payment instructions included) on the paper carriers in accordance with terms and conditions of the Agreement.

In the case, when the Bank receives several electronic-form documents (payment instructions included) of the identical context under the same document Number, and/or concurrent receipt by the Bank of several paper-form, or electronic-form documents, the Bank may accept each separated document for processing, or denies thereof execution, in accordance with terms and conditions of the Agreement, unless the other is determined by the Instructions and/or the Additional agreements to the present Agreement. The Client is responsible for concurrent submission of payment instruction in the written and/or electronic form.

4.14. In the cases of compromising, unauthorized access, loss, theft of means of identification and authentication, and/or the personal mobile-phone number, or case of such suspicion or threat arising, the Client shall immediately terminate its operation

in the UKRSIB online system, and take the immediate actions to block compromised means of identification and authentication, or its personal mobile-phone number, and notify thereof immediately to the Bank's Client-support function through any available means, as well in the possible soonest way in writing.

4.15. Upon the Client notifying the Bank's Client-support function of the incident (or a suspicion-, or threat arising), of a compromising, unauthorized access, loss, theft of the means of identification and authentication, and/or its personal mobile-phone number, the Bank, within 2-hour timeframe takes all necessary measures for entire blocking of the means of identification and authentication and/or carrying-out the transactions through the Client's mobile-phone number use. Until the moment of blocking, in consideration of the afore specified timeframe required for blocking, the Bank shall not bear responsibility for the transactions carried out in the UKRSIB online system through the use of the means of the Client identification and authentication and/or through the Client's personal mobile-phone number.

4.16. The Client shall pay for the Bank provided services in the UKRSIB online system under the Agreement in the amount according to the Bank's Tariffs.

4.17. The Parties acknowledge Kyiv local time to be the unified time scale when operating the UKRSIB online system. The Control time shall be the time on the System clock of the Bank's hardware tools.

4.18. Buying, selling non-cash foreign currency through UKRSIB online system.

4.18.1. The services for buying, selling the non-cash foreign currency (hereafter throughout this Clause – the Services) shall be provided to Clients subject to the Clients' access to the UKRSIB online system, and provided that a Client has open Accounts in respective currencies, required for the Services rendering (for funds debiting to carry out a transaction, and for funds crediting based on the transaction's results).

4.18.2. Unless the other is provided by the applicable legislation, the Services for buying the non-cash foreign currency shall be provided within the amount of limits set by the Bank.

4.18.3. The Services shall be provided for the currencies as follows: hryvnia, US dollar, Euro, British pound sterling, Swiss franc, Polish zloty, and Canadian dollar.

4.18.4. A Procedure for submission and execution of an application for buying or selling of foreign currency (hereafter throughout this Clause – Remote order).

4.18.4.1. A Client generates a Remote order by means of filling in appropriate forms in the interface of the UKRSIB online system.

4.18.4.2. The Client indicates in the Remote order the data follows:

- The Account from which the funds in respective currency are debited for buying, selling the non-cash foreign currency,
- The Account to which the funds in the respective currency are credited upon buying, selling of the non-cash foreign currency,
- An Amount in foreign currency the Client intends to buy/sell,

The following details of the Remote order shall be filled in automatically:

- A Date of carrying out the transaction is the date of forwarding a Remote order to the Bank,
- The purpose of buying/selling the non-cash foreign currency, in particular, "for own purposes",
- The exchange rate of the Bank as at the date of an Application submission.
- Full name of the Client,
- Name and the Bank Code/MFO

4.18.4.3. Upon filling in all required details, the Client signs the Remote order by means of confirming thereof OTP according to the Agreement established procedure, after which the Remote order is automatically forwarded to the Bank for execution.

4.18.4.4. By OPT conformation the Client entrusts and gives its consent to the Bank, and the Bank has a right to make a direct debiting from the respective account indicated in the Remote order, the amount of funds sufficient for buying or selling of the non-cash foreign currency.

4.18.4.5. The Bank processes and executes the Remote order or rejects thereof on the date of such Remote order submission to the Bank.

4.18.4.6. Upon carrying out the transaction on buying/selling the non-cash currency, the Bank shall credit the bought foreign currency/hryvnia into the respective account indicated in the Remote order.

4.18.4.7. The Remote order performed shall be stored in the electronic format in the UKRSIB online system.

4.18.5. A rejection of the Remote order performance.

4.18.5.1. The Bank has a right to reject the Remote order performance in the cases as follows:

- availability of violation of any of the terms and conditions of the Agreement entered between the Parties,
- insufficiency of funds on the Client's account for carrying out the transaction,
- unavailability of requested currency,
- availability of any restrictions on the accounts used for the Services provision,
- in case when the Services provision violates, or may, in the Bank's opinion, result in violation of the applicable legislation, or the legislation on extraterritorial jurisdiction.

4.18.5.2. In case of denial to perform the Remote order, the Bank shall notify thereof the Client by means of the UKRSIB online system.

4.19. Specificities of obtaining the information on the Products and transactions via the Remote Banking Services.

4.19.1. At the Client's request generated and submitted thereby to the Bank through the use of the UKRSIB online system, or by means of application to the Contact center, the Client receives information on the Products and transactions in the form of Account(s) statements or certificates on availability and status of open/closed Accounts with the Bank, as well as on the balance of funds on the Account as at the specific date, on the availability of indebtedness to the Bank, including the status of a loan debt, the other certificates under credit transactions. The list of Products and transactions with respect to which the client may receive information at the request generated in the UKRSIB online system or by means of application to the Contact center (hereafter for the purposes of the Section of these Rules – Reference information), indicated in this Clause, is not exhaustive.

4.19.2. For the Client generation of a request to receive thereby of the Reference information through the use of the UKRSIB online system, the Client should pass the procedure of authentication and identification in the UKRSIB online system.

4.19.3. In order for the Client to generate a request and receive thereby of the Reference information through application to the Contact center, the Client should identify itself to the procedure as follows: at the request of the operator of the Contact center, the Client should name the following data:

- Surname, name and patronymic (if available);
- Date of birth;
- Password;
- passport data (number, series (if available) the issuing authority and the date of issue);
- residence address and/or the address of registration stated in the passport;
- Taxpayer registration identification card number.

In case of a positive result of the identification performed in accordance with the procedure defined by this Clause of the Rules, the Client should provide all parameters requested by the Bank, required for generation of a Request for the Reference information receiving.

4.19.4. The Reference information may be provided to the Client only, who is the owner of the information requested, i.e. as regards its own Accounts, its own Accounts' status, as well as the Client's own transactions.

4.19.5. The Bank provides the Reference information in the scope defined by the Client in its request.

4.19.6. The Bank shall provide the Reference information by one of the Client selected methods, in particular:

- in the electronic copy format (scan copies) of the original document signed by the authorized person of the Bank through the UKRSIB online system;

At the same time, at the Client's request the same may be provided with the paper-form original copy of the document by either of the below stated methods:

- through forwarding the original paper-form document signed by the authorized person of the Bank by a registered letter at the Client's address, indicated in the Agreement. By selecting the above method to receive the Reference information, the Client acknowledges the risks of access and disclosure to the third parties of the information containing personal data and/or banking secrecy.
- by issuing an original paper-form copy, signed by the Bank's authorized person to the Client at the Bank's branch selected by the Client.

4.19.7. By its signature under the Agreement, the other agreement entered between the Parties, the Client confirms that he/she is aware of that the Reference information may include banking secrecy and the Client's personal data, the Client gives the Bank an unconditional and indisputable consent for the Bank's provision of the Reference information by a method and in the scope defined in the Client's request, and in response to the request generated and submitted to the Bank by the Client in accordance with the procedure specified in this Section of the Rules.

5. Delay in performance of payment and the other transactions, refusal of acceptance to perform the payment instructions and denial of the payment instruction performance/denial of making (carrying-out) a transaction.

5.1. The Bank has a right to delay execution of the payment-, or any other transaction, to deny the acceptance for execution of a payment transaction, to refuse to make a payment instruction, to deny performance (carrying-out) of a transaction (including those related to the crediting of funds into the Account, or the debiting of funds from the Account) in the cases as follows:

- a) when the funds on the Client's Account are insufficient for the Client submitted payment instruction, a concurrent payment of the one-off fees to the Bank, as well as for the repayment of indebtedness under the payment of Recurrent-, and/or the One-off fees in full, subject to availability thereof; and/or
- b) when the Client requested services/transactions are not provided for by the Tariffs, or the Bank does not have any technical capabilities for thereof provision/performance; and/or
- v) when the Client's payment transactions arise a suspicion that the same have the signs of the one that is subject to financial monitoring in accordance with applicable Legislation, the same falls in the scope of existing restrictions (sanctions) in accordance with the applicable Legislation and/or the Legislation on extraterritorial jurisdiction; and/or
- r) when the Client fails to provide the Bank with required documents and/or information on the nature of a financial transaction and/or identification of the persons participating in thereof performance, and/or the contracts and other documents evidencing of the availability of grounds/obligations for the currency-exchange transaction in the cases and according to procedure set by the applicable legislation and/or by the Bank internal regulations; and/or;

- r) when the Client fails to provide the Bank with documents and/or information for the purposes of the Bank's procedure for verification of the information on Client identification and study, (in particular, but not limited to: the information / documents on the Client's financial status and thereof activities' nature; carrying out the Client's financial position examination; identification of a relation of the Client (a person acting on the Client's behalf) to the national or foreign publicly exposed person's, or the persons who exercise their political functions in International organizations, or thereto related persons; ascertaining the place of his/her residence, or the place of sojourn or temporary residence in Ukraine); and/or
- д) when the Client requested services are subject to restrictions set by the applicable Legislation, the Legislation on the extritorial jurisdiction and/or the internal regulations of the Bank; and/or
- е) Client violation of the procedure established by applicable Legislation with respect to the use of funds on the Account; and or
- е) availability of facts evidencing of the Client violation of banking rules regarding formalization of payment instructions and/or in case of doubts in thereof validity and/or validity of the other Client submitted documents; and/or
- ж) in the other cases provided for by applicable Legislation and/or the Agreement.

5.2. The Bank denies a Client according the procedure as follows:

- in case of refusal to accept/refusal to execute a paper-form payment instruction
- by thereof return to the Client stating on the reverse side of the document the date and the reason of refusal (to be certified by a handwritten signature of the Bank's authorized representative).
- in case of denial to accept for carrying-out an electronic form payment instruction by notifying the Client/non-performance of the payment instruction. The Bank notifies the Client thereof by the RBS means, specifying the date and basis for the denial. The return of non-performed paper-form payment instruction of the Client shall be carried in initiation of the transaction by the Client at the Bank's cash-desk, or concurrently while issuing an Account statement to the Client according to the terms and conditions of the Agreement.

5.3. In case of delay in the transaction performance in accordance with terms and conditions of the Agreement or in case of denial to execute (carry out) transactions other than that stated in c. 5.2. of the Bank notifies thereof the Client by the RBS means and/or by the other way.

5.4. The reason for delay or refusal shall be stated with a reference to the Article of the Law of Ukraine and/or the clause of the regulatory enactment of the National bank of Ukraine, or the other regulation, and/or a provision of the Agreement if required by the applicable Legislation.

6.Direct debit transfer

6.1. The Bank has a right to fulfil both the interrelated and non-related payment transactions by the direct debit transfer of funds from the Client's Account(s) for repayment of current indebtedness to the Bank under liabilities and/or for the services rendered in accordance with the procedure stipulated by the Agreement, or the other agreements entered between the Bank and the Client. A list of information required by the Bank for carrying-out the above transactions (the date and/or a timeframe for performance, the currency and the amount of the transactions, the reasons for execution, a designation of payment, details of the accounts to be debited, as well as other terms and conditions for such debiting performance that are not specified in the Rules), shall be determined by the Bank based on the Client's current liabilities under the Agreement and/or under the other agreements with the Bank.

A Client gives the Bank its consent to each direct debit transaction (except for cases when such consent is not required by applicable Legislation). An indisputable sign of the Client's consent received by the Bank to carrying-out the debit transfer shall be the fact of the present Agreement conclusion with the Bank. The Client's signature evidencing of this Agreement conclusion shall be the basis for carrying out a payment transaction on direct debit transfer.

The Client's consent to direct debit transfer shall not limit the Bank on the exact amount of each payment transaction, or the maximum amount of all payment transactions, but the above consent shall be limited by the Client's obligations under the present Agreement, and/or by the other agreements concluded with the Bank.

A consent to carrying-out a payment transaction (interrelated payment transactions) may be withdrawn by the Client at any time, but not later than the time of the payment instruction irrevocability. The Client's instruction on its consent withdrawal shall be formalized in any form and may be submitted to the Bank by the Client in person (his/her authorized representative), or by means of the Remote Banking Services system (RBS), and should include the exact reference to the specific payment transaction (related payment transactions), the consent to which to be withdrawn. The instruction on a consent withdrawal shall be signed by the Client of his/her authorized representative.

The Bank shall handle the Client's instruction within the business day following the date of thereof receipt from the Client, and in case of lack of reason for thereof non-performance, the Bank shall cease the direct debiting as from the second business day following the date of the Client instruction receipt by the Bank. The reason for non-performance of instruction on the consent withdrawal is its non-compliance with the terms and conditions of the present Agreement and/or applicable Legislation.

Withdrawal of a consent to carrying out a payment transaction (related payment transactions) on direct debit transfer shall not release the Client from performance of its contractual obligations. At the same time, such consent withdrawal is a basis for termination of an Agreement at the Bank's initiative, which the Bank may use according to procedure stipulated by the present Agreement.

In case the Bank exercises the right of direct debit transfer, the Bank's payment instructions on the direct debit transfer shall have priority for carrying-out over the Client's payment instructions.

6.2. The Bank has a right to carry out both the interrelated and not related therebetween payment transactions when making direct debiting of funds from the Client's Account(s) in the Client's own favor (in this case the Bank generates a payment instruction), in favor of the third parties (in this case the Bank, or the third party generates a payment instruction, which is a recipient of funds). A procedure and a list of information required by the Bank for carrying-out the above payment transactions, as well as receiving the Client's consent to payment transaction performance (a date, and/or a timeframe for performance, a currency and amount of the transaction, details of the accounts to be debited, and the other terms and conditions of such direct debit transfers, that are not specified in the Rules) shall be indicated in the Additional agreement to the Agreement, or in the other contract entered with the Bank. An indisputable sign of a Client's consent received by the Bank to making a direct debit transfer shall be the fact of entering into the respective additional agreement. The Client's signature evidencing of the Additional agreement conclusion shall be the basis for carrying-out a payment transaction on direct debit transfer.

A direct debit transfer in accordance with c. 3.9. of the present Rules shall be carried by the Bank without an additional agreement conclusion. The fact of the present Agreement conclusion is an indisputable sign of the Client's consent received by the Bank to making a direct debit transfer, according to c. 3.9. of the Rules. The Client's signature evidencing of this Agreement conclusion shall be the basis for carrying-out a payment transaction on direct debit transfer in accordance with c. 3.9. of the Rules.

The Client's consent to carrying-out a direct debit transfer shall not limit the Bank on a precise amount of the payment transaction, or a maximum amount of all payment transactions, unless the other is provided for by an Additional agreement concluded with the Bank.

A consent to carrying-out a payment transaction (interrelated payment transactions) may be withdrawn by the Client at any time, but not later than the timeframe for irrevocable payment instruction. The Client's instruction on his/her consent withdrawal is prepared in any form, either in paper-, or electronic format, and may be submitted to the Bank in person by the Client (his/her authorized representative), or by means of the Remote Banking Services system (RBS), and should include a clear reference to the specific payment transaction (related payment transactions) a consent in respect of which is subject to withdrawal. The Client or its authorized representative should sign a consent-withdrawal instruction.

In the cases provided for by applicable legislation, the Client has a right to withdraw a payment instruction. Such revocation is only possible in the full amount, and prior to the funds debiting from the Client's Account, or before the value date of the payment instruction (before the timeframe for the payment instruction irrevocability). The Client's order on the payment instruction withdrawal is prepared in any form, wither in paper-, or electronic format, and may be submitted to the Bank in person, by the Client (his/her authorized representative), or through the use of the RBS system, and should include a clear reference to the specific payment instruction (thereof number, generation date, amount, the Recipient-, and the Payer's related name), which is subject to withdrawal. A mandatory condition for withdrawal of a payment instruction on making a direct debit transfer in the third party's favor (when the Recipient is a payment originator), shall be availability of agreeing-upon by both the Bank and the above third party. The Client or his/her authorized representative should sign the instruction on the consent withdrawal.

6.3. To repay the existing indebtedness to the Bank, the Bank has a right to debit funds from any of the Client's Accounts in national-, and/or in foreign currency, open with the Bank, including those open in the future:

- in the amount and in the currency of the Client's actual indebtedness, or
- in the amount equivalent to the Client's indebtedness and the Bank's expenditures (fess, dues, etc.), provided for by applicable Legislation as of the date of a transaction performance), related to the buying/selling/exchange (conversion) of currency in the Interbank Foreign-Exchange Market of Ukraine, and/or thereof exchange therein, in the case when funds on the Client's Account(s) are insufficient for repayment thereof debt. In the above cases the Client entrusts the Bank to make at the Client's expense the buying/selling/exchange of the foreign currency in the Foreign-Exchange Market of Ukraine, or in the Interbank Foreign-Exchange Market of Ukraine (IFEMU), for the amount of such indebtedness of the Client at the rate set by the Bank for this type of transactions (i.e. at the rate of the authorized bank).

6.4. When a date of the direct funds debiting, according to c. 6.1. of the Rules, fall on the day-off, holiday or on the day other than business day, in this case the date of direct funds debiting shall be the first business day following the day-off, holiday or the non-business day. When a date of the direct funds debiting, according to c. 6.2. of the Rules falls on the day-off, holiday, or a business day, in this case the date of direct funds debiting shall be the first business day following such day-off, holiday, or non-business day, and as from the date of the NBU implemented the electronic payments system SEP-4.0 the date of direct funds debiting in cases when the third party – the Recipient is an originator of direct debiting, then the date of direct funds debiting is considered a respective first business day following such day-off, holiday, or a non-business day, if such day is the operation day; otherwise the date of direct funds debiting shall be the first business day following such day-off, holiday, or a non-business day.

6.5. The Bank carries out direct funds debiting from the Client's Account(s) taking into consideration the legislation requirements and subject to condition of:

- Absence of limitation of the Client's right to disposal of funds on the Client's Account (seizure, prohibition, etc.); and
- Unavailability of other restrictions (in particular, the account treatment) in accordance with applicable legislation, applicable at the date of the funds debiting; and

- Non-exceeding the amount of transfer in case of available limitations set by applicable legislation; and
- Sufficiency of funds on the Client's Account for making a direct debiting and payment by the Client of the cost of services to the Bank according to the latter's tariffs, herewith the Bank does not perform a partial debiting of funds from the Client's Account.

6.6. The Client is responsible for relevance of information of the funds recipient, a nature of transaction under which a funds-transfer is performed by means of direct debiting, who, in case of thereof irrelevance, shall reimburse the Bank for inflicted damage resulted thereby.

6.7. The particularities of direct funds debiting form the Accounts open in accordance with terms and conditions of the tariff package "Offset" shall be carried according to procedure stipulated by c. 3.16.9. of the present Rules.

6.8. The particularities of direct funds debiting and/or withdrawal of consent to payment transaction performance may be established by the other contracts/agreements entered between the Bank and the Client, including those formalized in accordance with the present Agreement.

7. Tariffs

7.1. Size, procedure, and terms and condition of the services payment

7.1.1. The Bank shall provide services to the Client on a paid-for basis.

7.1.2. A list, terms and conditions, and/or Bank provided services cost under the Client's Account(s) shall be determined by respective Bank tariffs in the national-, and/or foreign currency, stipulated by the Tariff package selected by the Client under the present Agreement, or established in accordance with the respective additional agreement to the Bank Account Agreement, entered between the Bank and the Client.

7.1.3. The Client shall, at its own discretion, select one of the Tariff packages applicable with the Bank on the tariffs of which such Account is maintained.

A fact of the Client's familiarization with the Bank tariffs, as well as the fact of the Client selected Tariff package shall be evidenced by signing a Bank Account Agreement, and/or the respective additional agreement thereto by the Client.

7.1.4. The Bank and the Client have agreed that the Bank may set new, and/or change the applicable tariffs and/or Tariff packages in accordance with procedure and on terms and conditions stipulated by the present Agreement.

7.1.5. The Client shall pay the Bank a one-off fee at the time of the one-time service provision, a recurrent fee on the day of charging thereof or on the first business day following the day of accrual of these commissions, if the accrual day falls on a weekend, holiday or non-working day in accordance with the Legislation in accordance with current tariffs of the Bank and the Client selected Tariff package, and/or the terms and conditions of the Bank Account Agreement.

7.1.6. Failure by the Bank to carry out a contractual write-off in favor of the Bank does not release the Client from his obligation to properly repay the debt under the Agreement.

7.1.7. Contractual write-off of funds for repayment of overdue debts under the Agreement is carried out from the date of delay in the performance of any monetary obligation under the Agreement. The Bank has the right to carry out such write-off on any operating day, including on a day off, holiday or non-working day in accordance with the Legislation.

7.2. A procedure and grounds for tariffs, and/or the Tariff package change.

7.2.1. The Bank shall notify the Client on setting the new, and/or changing the current tariffs and/or Tariff package, and/or interest to be paid to the Client, by one of the possible communication channels provided for in the Application-agreement at the latest 30 calendar days prior the date when new service terms come into effect.

7.2.2. The Parties have agreed that changes made in accordance with terms and conditions of this Clause of the Rules shall not require additional entering the amendment agreements by the Parties, and shall come into effect as from the date indicated in the afore-stated notifications.

7.2.3. A change of applicable Client's Tariff package at the Client's initiative shall be carried by means of entering into the respective Additional agreement.

7.2.4. A Client, in disagreement with the new terms and conditions of services, has a right to terminate the Agreement prior to the date from which the new terms and conditions of services are applied, without any payment for thereof termination. In case of failure to notify the Bank of the Agreement termination before the date from which the new terms and conditions of services apply, at the Bank's address for correspondence, indicated in the Application-agreement, or in case of failure to notify thereof by the Client through the RBS system, or in case of the Client's transactions performed after the date from which the new terms and conditions of services apply, such terms and conditions shall be deemed agreed by the Client.

III. Basic rights and obligations of the Parties

8. The Bank has a right to:

8.1. Use funds on the Client's Account(s), guaranteeing, in accordance with the present Agreement, the Client's right to unobstructed disposal of the respective funds.

8.2. Receive fees from the Client for the services provided thereto under the terms and conditions of the Agreement.

8.3. Delay in performance of payment transactions, reject the acceptance for carrying-out the payment instruction, and refuse the payment instruction performance/ reject carrying-out (performance) of the transaction according to the procedure and in the cases stipulated by Clauses 5.1.-5.4. of the present Rules.

8.4. set, individually, the new and/or change the applicable tariffs and/or Tariff packages in accordance with the procedure and on terms stipulated by the present Rules.

8.5. debit funds from the Client's Account(s) according to procedure and in the cases provided for by applicable Legislation and/or by the terms and conditions of the present Rules.

In case of the Recoverer funds-debit initiation, when required to buy, sale, and/or conversion of available funds from the one currency into the other, the Bank has a right for reimbursement at the Client's expense, by means of direct debiting the required fees for carrying out respective payment transactions in the currency and the payment of any related fees, provided for by applicable legislation on the date of payment performance.

8.6. require the Client submission of entire and authentic information/documents required for carrying out the Client Due Diligence, information updating, establishment of the Client's identity, his/her activity nature and thereof financial status, to submit documents and/or data that support information on the financial transaction, and/or the other documents in accordance with requirements of applicable legislation, and/or the terms and conditions of the Agreement.

8.7. implement new software and hardware-, as well as technological facilities aimed at improvement of the RBS functionality.

8.8. Delay, or not accept for handling the Client's electronic-form documents and information requests, when the Client fails to observe the rules for thereof formalization and/or transfer, and/or the procedure for thereof protection, or in the case of doubts arising as regards thereof validity, and/or integrity and authenticity, and/or an authorship until clarification of issues arisen with the Client.

8.9. provide the Client with nonmandatory Additional means of protection, at the Client's option, when thereof provision (for the first time) is free-of-charge. In implementation of mandatory Additional means of protection, the Bank shall notify the Client thereof through the RBS system means.

8.10. withdraw/temporarily block the Client's Public key certificate, in the of the Client violation of rules for use/safekeeping the key-related information or availability of the information on the Public key compromising.

8.11. deny carrying-out/provision of the Client's payment transactions in cases stipulated by the Agreement, and/or upon availability of facts evidencing of the violation by the Client of applicable legislation and/or Legislation on extraterritorial jurisdiction, the rules for payment instruction formalization and/or in case of doubt arisen regarding payment instructions validity, and/or legitimacy of transactions subject to financial monitoring in accordance with applicable legislation.

8.12. Reject the Client's access and/or the use of the RBS system from the territories/countries/places subject to sectional-, and/or the other restrictions in accordance with applicable legislation, or the legislation on extraterritorial jurisdiction, and/or the internal regulations of the Bank by means of blocking an access to, and/or the use of the RBS system, and/or deny the performance of payment transactions, the other services receiving (including information services) provided through the RBS system, in case of initiation/attempt to initiate such transactions, or an attempt to receive the above services.

8.13. The Bank has the right (including through involvement of third parties) to record on any media, store and process (including checking and using), manually or by automated means, any negotiations (by phone, in electronic form, including chats, etc.) between representatives of the Bank and the Client, as well as thereof personal data. The client undertakes to notify all his representatives in writing of such right of the Bank, to obtain their consent and to prevent interaction with the Bank from those representatives who failed to give their consent thereto. These actions may be carried out, in particular, for the purposes of recording the results of agreements on the terms and conditions of payment transactions and for their performance, preventing abuse, compliance with any regulatory requirements, recommendations, best practices, or internal policies and in the other cases.

8.14. exercise the other Rights of the Bank stipulated by the Agreement and/or by the applicable legislation.

9. The Bank undertakes to:

9.1. duly fulfil the terms and conditions of the present Rules.

9.2. timely and properly carry-out the cash-and-settlement transactions of the Client under his/her Account(s) in accordance with applicable legislation, the internal rules of procedure of the Bank and in accordance with the terms and conditions of the present Rules.

9.3. ensure timely crediting of funds into the Client's account.

In funds crediting under electronic-form settlement documents, the Bank verifies the correspondence of the Account Number of the Recipient and its Code, and credits the funds into the Client's Account subject to their matching. In case of non-correspondence thereof, the Bank has a right to delay the transfer amount for a timeframe determined by applicable legislation for identification of appropriate Recipient of funds by forwarding a respective request to the Payer's bank.

9.4. Receive and disburse cash funds in accordance with applicable legislation and in compliance with internal rules of procedure of the Bank.

9.5. Issue, upon the Client's requests, the Account(s) statements, at least once per a calendar month, on a free-of-charge basis in paper/electronic format, in the way, stipulated by the Agreement.

10. The Client has a right to:

10.1. individually dispose the funds placed on his/her Accounts in compliance with applicable legislation, except for cases of restriction of the right of use and disposal of funds placed on Accounts, provided for by applicable legislation.

10.2. use for the purposes of settlements, the payment instruments provided for by applicable legislation.

- 10.3. indicate in the paper-form payment instruction in the national currency, the value date that shall not exceed timeframes established by applicable legislation.
- 10.4. receive information on funds inflow onto the Account in the form of an Account statement, and in receipt of funds with a value date onto the Account – by means of specifying thereof in the Statements of Account, and/or in-person notification of the Client by telephone, and/or forwarding the respective notice through the use of the UKRSIB online system, and/or by the other method, agreed upon between the Bank and the Client.
- 10.5. receive cash funds within the amount and for a term in accordance with cash order for cash-funds receipt subject to availability of funds on Accounts in the cases provided for by applicable legislation.
- 10.6. require timely and complete performance of settlement- and other services stipulated by the present Rules.
- 10.7. make settlements under the Agreement by means of submission of a payment instruction according to the procedure established by the present Agreement and applicable legislation.
- 10.8. require the Bank timely execution of documents formalized and/or generated and forwarded by the UKRSIB online system in accordance with the Agreement, subject to legitimate basis for such actions execution in accordance with applicable legislation.
- 10.9. receive a Personal key at the servicing branch and a Personal password for the first log-on according to the procedure stipulated by the present Agreement.
- 10.10. if required, originate a continuous, without updating, locking the Personal key by all possible means implemented in the UKRSIB online system and provided for by the Instructions.
- 10.11. in case of locking of the Personal key, or the Personal password, receive a new Personal key and/or a Password according to the procedure stipulated by the Agreement.
- 10.12. submit verbal and written requests and receive the Bank's reply within the timeframes provided for by applicable legislation.
- 10.13. seek for personal reception by a Head and by officials of the Bank in accordance with Visiting hours and in compliance with the internal rules of procedures of the Bank.
- 10.14. submit a written request to the Bank for reimbursement of an amount of the payment transaction in accordance with provisions of Article 52 of the Law of Ukraine "On Payment Services". The Client formalizes the above request in any form, either in paper-, or electronic format and may submit it in person (via his/her authorized representative) or through the RBS system to the Bank, the afore request should include a clear substantiation of indicated requirement along with supporting documents (an agreement between the Client and the Recipient, etc.), which allows the Bank to make a decision on reimbursement, or on refusal thereof.
- 10.15. to exercise the other rights stipulated by the Agreement and applicable legislation.

11. The Client undertakes to:

- 11.1. Meet requirements of the Agreement, the applicable legislation, the internal regulations of the Bank on issues related to carrying-out (performance) of payment transactions, and pay for the Bank provided services.
- 11.2. Submit payment instructions, cash documents duly formalized in compliance with applicable legislation, the Bank requirements to the Bank for the purposes of receiving/carrying services/transactions performed by the Bank under the Agreement subject to availability of cash-funds balance on the Account sufficient for thereof performance, as well as concurrent payment of the one-off fee to the Bank for such service provision, and repayment of indebtedness on payment of recurrent and/or one-off fees in full subject to such debt availability. A priority in the Bank performance of the Client's payment instructions shall be established by applicable legislation except for cases stipulated by the present Rules.
- 11.3. Not later than the date following the day of the Account statement receipt, notify the Bank of all noticed inaccuracies and errors in the Statements of Account(s), and the other documents on non-recognition (non-confirmation) of the ending Account balance.
- 11.4. When the Client's Account, in the absence of legal basis, has been credited with amount of the payment transaction (the Client – inappropriate Recipient), the Client, within 3 business days as from the date of receipt of notification from the Payment Services Provider of erroneous, improper, or unaccepted payment transaction performance, is obliged to originate a payment transaction for equivalent amount of funds that has been credited without legal basis, in the favor of the above Payment Services Provider.
- 11.5. Make payments for services (including payment transactions) to the Bank according to procedure and on terms and conditions stipulated by the Agreement, in accordance with Bank tariffs applicable on the date of such service provision/payment transaction performance.
- 11.6. Notify the Bank in writing of significant changes in its activity, including but not limited to, of changes in the residence registration address, residence address and/or actual residence address, telephone numbers, as well as of occurrence of events that may affect the risks of legalization (laundering) of income received illegally, and/or terrorist financing, and/or financing of a mass-destruction weapons proliferation, within a 3-day period as from the date of such changes/events, and at the same time, provide the duly certified copies of documents on the specified changes. Within a period not exceeding 3-calendar day term as from the date of the Bank's request receipt, provide the Bank with all required documents for control over the settlement status under transactions with respect to which the Bank acts in the capacity of the currency control agent according to applicable

legislation, including the reporting provided for by regulatory enactments of the National bank of Ukraine (on the non-resident's funds involved, etc.).

11.7. At the Bank's request, provide true and complete information/documents required for the Client Due Diligence, information updating, verification of identity, nature of activity, and financial status, including the contracts on export-, and import transactions, and/or the other documents in accordance with applicable legislation and/or the terms and conditions of the Agreement.

11.8. Provide the Bank with a paper-/electronic form confirmation on the balance of funds on the Account(s) as of 01 January of each year. Confirm the Account(s) balance as of 01 January of each current year. Failure to obtain the confirmation on the balance of funds on the Client's Accounts within a month period by the Bank shall be considered as confirmation of the account(s) Balance on the Client's side.

11.9. Meet all technical, organizational, legal, and other requirements established by the Bank with respect to operation of the UKRSIB online system in accordance with the present Agreement, Instructions, limits and requirements of the applicable legislation of Ukraine.

11.10. Ensure safekeeping of identification-, and authentication means in the UKRSIB online system so that to exclude a disclosure of information and thereof use by the third parties. Neither transfer, nor disclose a Personal key, Personal password and a One Time Password to the other parties, bear responsibility for thereof safekeeping and use.

11.11. When using the UKRSIB online system, the Client undertakes to meet the requirements and recommendation of the Bank on matters related to information security, presented in the Instructions.

11.12. Ensure control and prevent an access to the device and the means of identification and authentication, through which the Client obtain access and receives services via the UKRSIB online system.

11.13. Use the Account for own purposes only, not related to the conduct of entrepreneurial activities.

11.14. Within 30 calendar days period notify the Bank of change in its own status of the tax residency for the purposes of Common Reporting Standard (CRS) and/or thereof status for the purposes of FATCA Agreement, and/or on the change in the respective status of the controlling party.

IV. Other terms and conditions

12. Procedure for conclusion, introducing changes, and termination of the Agreement

12.1. The Rules elaborated for indefinite period of time and shall come into effect as from the date of thereof posting on the Bank's official website <https://ukrsibbank.com> and/or on the bulletin boards in the Bank's branches. In addition, the newspaper "Holos Ukrainy", or the other official publication of Ukraine publish the present Rules.

12.2. The Rules may be cancelled, or the Bank may introduce the changes and amendments thereto, the Bank notifies of by placing the changes and amendments to the Rules, or by placing the amended Rules in the newspaper "Holos Ukrainy", or the other official printed publication, or posting thereof on the Bank's official website <https://ukrsibbank.com>, or on the bulletin boards. The date of publication of amended Rules, as well as the date of commencement of the above amendments' effectiveness shall be stated in the notices of changes in the Rules, or regarding publication of the amended Rules.

Amendments to the Rules shall commence to be effective:

a) as from the Date of commencement of the Rules amendments' effectiveness, stated in the notification, unless the above changes and amendments deteriorate the terms and conditions of the Client service (in particular, the amendments to the Rules do result in the Client's additional expenditure, nor increase his/her responsibility aimed to protect his/her rights and interests, the improvement of security in carrying out the transactions, or transfer of information under the Agreement), and/or when the changes in the Rules stipulate provision of new services/service and the Client wishes to obtain such services/service, and/or when the afore changes/amendments resulted from the requirements of applicable legislation of Ukraine;

6) as from the date of commencement of the Rules amendments' effectiveness, but not earlier than 14 calendar days from the date of publication of Rules amendments, indicated in the notice, - in all the other cases.

By entering into the Agreement, the Client agrees with the procedure for amendment of terms and conditions of the present Rules and/or the Agreement, set forth in this Clause, and also confirms that changes and amendments introduced in the Rules, according to this Clause, shall not require conclusion of a separate additional agreement by the Parties, and shall be an integral part of the Agreement upon coming thereof into force.

In case of disagreement with amendments to the Rules, the Client undertakes notify the Bank thereof in writing to decide on termination of the Agreement. Carrying-out of transactions under the Agreement upon the changes and amendments to the Rules have come in force, shall confirm the Client's consent to changes and amendments to the Rules.

In case of cancellation of the Rules, the same continue regulating the relationship between the Bank and the Clients, with whom the Agreement has been concluded, and shall be in force for each of them in the latest version which had been in force prior thereof cancellation, until the completed fulfilment of all obligations under the Agreement between the Bank and the Client.

12.3. Account(s) shall be closed based on the Client's application at any time except for cases provided for by applicable legislation. All available balances of funds shall be transferred to the account indicated by the Client, or may be received by the Client upon his/her first demand taking into consideration the legislative requirements.

On the business day that follows the date of funds transfer according to terms and conditions of the present Clause, the Bank shall close all Accounts opened to the Client in the scope of the Agreement, and the Agreement shall be deemed terminated subject to complete repayment of the Client's indebtedness to the Bank, and subject to unavailability of the funds balance on the Accounts.

12.4. The Agreement may be terminated on the Bank's initiative in the cases as follows:

- in case of absence of cash-flow and/or funds balance on the Client's Account(s) within 6 month period, and/or
- in the cases provided for by applicable legislation of Ukraine and/or by the Agreement, or in case of the Client's violation of terms and conditions of the Agreement, and/or
- in case when the Client conducts risky activities, in particular, but not limited to transactions the carrying-out of which through the Bank, in the Bank's opinion result in, or may lead to violation of the legislative rules and/or Legislation on extraterritorial jurisdiction, and/or International sanctions including those related to counteraction of legalization (laundering) of income received illegally, terrorist financing, or financing of mass-destruction weapons proliferation, and/or
- in case, when the Client conducts risky activities, in particular, but not limited to collaboration and/or the Client has in its organization structure, and/or otherwise linked to the persons, the collaboration and/or any linking thereto, in the Bank's opinion, result in, or may lead to violation of legislative rules and/or Legislation on extraterritorial jurisdiction and/or International sanctions, including those related to counteraction of legalization (laundering) of income received illegally, terrorist financing, or financing of the mass-destruction weapons proliferation, and/or
- in case of availability or possibility of occurrence of any events, the result or circumstances in respect of the Client, or the Client made transaction, which in the Bank's opinion, has or may have an adverse effect on the Bank and/or the BNP Paribas Group, including but not limited to occurrence or possible occurrence of losses and/or negative impact on the Bank's or the BNP Paribas Group's reputation and/or result in, or possible adverse consequences for the Bank and/or the BNP Paribas Group, and/or in case of the Bank's loss of commercial interest in the further cooperation with a Client, and/or
- when the availability of the legal relationship with a Client is non-compliant with legislative rules, and/or the Legislation on extraterritorial jurisdiction, and/or
- in case of technical incapability to provide services to the Client in the future.

The Parties' obligations under the Agreement shall be terminated in full scope unless the other is stipulated by terms and conditions of the Agreement, and the Account(s) shall be closed by the Bank upon forwarding a respective notification to the Client, but not earlier than after 14 calendar day period from the date of such written notification. In case of availability of non-repaid indebtedness to the Bank, the Bank may demand repayment of such indebtedness in accordance with a procedure and on terms and conditions stated in the notification, and the Client is obliged to repay the indebtedness to the Bank in accordance with a procedure and on terms and conditions stated in the notification. In this case the liabilities for repayment of indebtedness to the Bank shall exist until the complete thereof fulfilment by the Client.

At the same time, a sufficient reason for termination of the Agreement is the Bank's respective reference to the present Clause of the Agreement in the notice, without provision of any additional clarifications as regards circumstances of thereof termination.

The Parties have agreed that a notice may be in paper-, or electronic form, and shall be forwarded by postal communication, and/or by a courier, and/or by the RBS channels, and/or carried in the other way.

The Parties have agreed that the notice may be signed in the form of facsimile by the authorized representative of the Bank, according to the following model:

Deputy Chairman of
Management Board for Retail Banking of
JSC "UKRSIBBANK"

A.B.Kashperuk

The Parties have agreed that in case of the Bank exercising a right, indicated in this Clause, all available funds balances on the Account(s) shall be transferred to the appropriate intrabank account and may be received by the Client upon his/her first demand in consideration of requirements of the legislation of Ukraine.

12.5. A seizure of funds shall not be ceased in case of the Account closure upon the Client's or the Bank's initiative in the cases determined by applicable legislation of Ukraine. The Bank shall transfer and account the Client's Account funds under seizure on the respective balance account for further execution of the recoverer's payment instruction in case thereof receipt.

13. Responsibility of the Parties

13.1. In case of failure to fulfil or improper fulfilment of obligations set forth by the Agreement the Bank and the Client bear responsibility in accordance with applicable legislation, except for the cases stipulated by the Agreement.

13.2. The Client is responsible for correctness of filling-in the payment instruction details, including the number of accounts, as well as codes, amounts of the value added tax, and the budget classification codes.

The Client is responsible for appropriateness of information indicated thereby in the payment instruction, the nature of transaction with respect to which the transfer is made.

The Bank effects control over the completeness of filling-in the details of the Client's payment instruction, and the appropriateness of indicated the Client's Account number and code.

13.3. For untimely debiting/crediting of funds to/from the Client's Account, if that has taken place through the Bank's fault in violation thereby of the terms and conditions of the Agreement, the latter shall pay the Client a late payment fee amounting 0,01% of the overdue payment amount per each day of delay, which shall not exceed 0,1% of the amount of the overdue payment.

13.4. The Bank is not responsible:

- for failure to receive, or untimely receipt by the Client of a written correspondence forwarded at thereof address indicated int the Bank Account Agreement, when the Client failed to notify the Bank of the change of his/her place of residence according to procedure set forth by the Rules, and/or
- to the Client, and/or the third parties for delay in carrying-out the transaction, and/or refusal the Client a service provision and/or carrying-out a transaction when thereof are not provided for by the Bank's Tariffs, or the Bank does not have any technical capability for thereof carrying-out/provision, and/or the service provision/or the transaction performance is not possible not due to the Bank's fault, and/or in the other cases stipulated by the present Agreement. The Client guarantees that he/she shall not have any claims to the Bank, when the Bank has denied the Client a transaction performance, or thereof performance had been delayed in accordance with terms and conditions of the Agreement; and/or
- in case of the Bank disclosure to the third parties of information on the Client's identification, and/or the nature of the Client's financial transactions under Account(s) in the cases stipulated by the Rules, and/or by the applicable legislation.

13.5. In a specific case, upon the Bank's consent and subject to availability therewith of technical capabilities, the transactions and services, not provided for by the Bank's tariffs, can be carried/provided thereby at the individual price to be agreed by the Bank and the Client. The provision/performance of the afore-stated transactions shall be formalized by a separate agreement.

13.6. The Bank undertakes to keep safe, use and disclose the information subject to banking secrecy, which has become aware thereto in the course of services provision to Client, in accordance with a procedure determined by the rules of applicable legislation and/or by the terms and conditions of the Agreement. The Bank bears the law established responsibility for unlawful disclosure and the use of information subject to banking secrecy.

13.7. The Bank is not responsible for transactions carried out under the Client's Account and thereof consequences, if the opportunity of the afore transactions has occurred not through the Bank's fault.

13.8. The Bank, in the cases stipulated by Section 5 of the Rules, shall not bear responsibility for the denial the Client a service provision, in particular, to execute the Client given payment instructions and/or cash documents under the Agreement, which resulted in violation of timeframes and/or incomplete transfer of taxes, dues (obligatory payments) to the Budgets or the State special purpose funds, established by the legislation.

13.9. Disputes arising in the course of the Agreement validity shall be settled through negotiations. Should the Parties fail to achieve the agreement the same shall be settled through the court proceedings.

14. Use of information and provision of consent (permissions) by the Client.

14.1. Bu entering into the Agreement the Client gives the Bank its consent and right to collect, keep within unlimited period of time, process, use, transfer- and receive information (Client data known to the Bank and/or to the third parties, in connection with conclusion and fulfilment of the Agreement, including the banking and commercial secrecy and/or the Client's personal data):

- which, according to the applicable legislation included in the credit history (including the information recorded in the State registers and the other databases in public domain) – to/from/through the Credit History Bureau, which are established and conduct their activity in accordance with applicable legislation of Ukraine, according to procedure determined by the Law of Ukraine "On organization of formation and circulation of credit histories". The newspaper "Holos Ukrainy" and the Bank's official website <https://ukrsibbank.com/> place information on the name and address of the Credit Histories Bureau, to which JSC "UKRSIBBANK" shall submit information in order to form credit histories. The Parties have come to agreement that the Client agrees to that the Bank has a right to submit the required information on credit histories formation to the other persons who need such information to perform their functions or to provide services to the Bank in the scope defined by the Bank individually in consideration the requirements of applicable legislation of Ukraine;
- required when transferring/receiving the information to/from/through the Credit register of the National bank of Ukraine;
- required when entering information on the debtor in the registers of encumbrances in conclusion of agreement to ensure security for meeting the liabilities under the Agreement;
- required for conclusion and/or execution of Insurance contracts – to/from/through the Insurance company(s);
- required when concluding the agreements of assignment of claims and/or transfer of debt under the Agreement and/or entering into the other civil law agreements in accordance with applicable legislation of Ukraine – to the respective individual- and legal entities that are the Party to such Agreement;

- required for third parties in order to ensure performance thereby of their functions, or for provision of services to the Bank, including, but not limited to the custody safekeeping of documents, keeping the archives, taking actions to settle the existing indebtedness of a Client, etc., in accordance with concluded agreements between such parties (organizations) and the Bank, provided that the functions stipulated by the agreements and/or services related to the main activities of the Bank, conducted thereby based on the obtained banking licenses and written agreements and/or aimed at meeting the terms and conditions of the Agreement;

- required in the other cases according to requirements of applicable legislation and/or the internal regulations of the Bank and/or the Legislation on extraterritorial jurisdiction for meeting the sanctions-related, and/or the other measures in the area of financial monitoring, including the sanctions of the Office of Foreign Asset Control of the U.S. Department of the Treasury (OFAC), the requirements of the Foreign Account Tax Act (FATCA), and the Multilateral Competent Authority Agreement (CRS), etc..

- required by the Bank for the payment services provision.

By entering into the Agreement, the Client gives the Bank its consent for the Bank performance of obligations established by applicable legislation on management of the operation risks, and the risks related to security, to provide information to the other Payment Services Providers and the National bank of Ukraine, the information that includes banking-, and commercial secrecy, the secrecy related to the Payment Services Provider, and the financial monitoring secrecy.

Acting in the subscriber's capacity, according to the legislation regulating relationship in the area of using the National remote electronic identification system (BankID NBU system), the Bank also notifies that the Bank:

- conducts processing of the Client's personal data for the purposes: of proper functioning of the BankID NBU system. For this purpose the Bank has a right to share, transmit the Client's personal data to the National bank of Ukraine (aimed at resolving the disputes between the Bank and the other subscribers to the BankID NBU system and the user (a Client) of the BankID NBU system for completion of settlements under provided services to the Client) and the parties who are subscribers to the BankID NBU system, which provide services to the Client through the use of the BankID NBU system.

- submit data on availability of the Client's bank account to the parties who are subscribers of the BankID NBU system, which provide services to the Client through the BankID NBU system.

For the Client to receive the Bank services and protection thereof interests from fraudulent actions on the third parties side, the Client shall give and confirm its consent and right to the Bank, the mobile communication providers, the financial-services market who entered into agreement with EMA on joining the mutual use of EMA AFH and EMA (including the users of EMA Anti-Fraud Hub) to process personal data (any action, or cumulative actions, such as collection, registration, aggregation, storage, adaptation, alteration, updating, use, sharing, depersonalization and destruction of personal data), including the personal secure mobile phone number, information on a change(status) and availability of the personal secure phone number SIM-card forwarding, and carrying out a verification procedure for SIM-card status, as well as provide the other required information on the Client received telecommunication-, banking-, financial-, and related services, including but not limited to the EMA Anti-Fraud Hub.

A transfer and/or sharing the afore stated information on the Client is only possible for the purposes stipulated by this Clause, and only to the parties vested with required authorities to receive the respective information in accordance with the applicable Legislation and/or the Legislation on extraterritorial jurisdiction, and/or the respective agreements (if available and subject to necessity of conclusion), and/or implementation of sanction-, and/or other measures in the financial monitoring area.

A Client shall give its consent to transfer information therefrom, in accordance with the present Clause, through communication channels used by the Bank for such information transfer and thereof security.

The Bank has a right to notify the Client of a status of indebtedness service under the Agreement, a timeframe for making the subsequent payments, as well as to provide the Client with the other information, including the same containing banking secrecy with respect to the Client and/or the Client's personal data, by means of forwarding information messages to the mobile phone and/or the Client's e-mail address, provide by the Client, as the latest, to the Bank, and/or through the RBS UKRSIB online system, to which the Client is a registered User, and/or through the other methods in consideration the requirements of applicable legislation and the terms and conditions of the concluded Agreement.

The Bank shall not be responsible for information messages' timeliness and delivery. The information messages' delivery is not guaranteed and may be unperformed, or delayed, in particular, for the period of maintenance of the operators' transmission network, on in case of thereof failures, or when the subscriber is out of network, etc.

By signing the Agreement, the Client certifies that he/she understands and agrees to the mode of the information use, stipulated by this Clause, as well as he/she is duly informed of the possibility of inclusion the Client's personal data that has become or will become known to the Bank in the course of the Agreement performance, to any personal database of JSC "UKRSIBBANK", or to the third parties' personal database, indicated in these Rules. At the same time, the Parties have agreed that the Client shall not have any claims to the Bank in case the latter takes any actions stipulated in the present Clause.

To cease, or prevent a possible fraud the Client entrusts the Bank, without any limitation, to notify the members of the EMA payment system (including the mobile communication operators, the financial market participants, who concluded an agreement with EMA on joining the common use of the EMA AFH), of any illegal- or actions that have been not agreed with the Bank.

The Bank undertakes to keep safe appropriately the information subject to banking secrecy, and shall bear responsibility for thereof safekeeping according to procedure established by the applicable legislation of Ukraine.

14.2. The Bank shall notify the Client of that the Bank is a member of the BNP Paribas Group (France), and the Client acknowledges and agrees to that any information received by the Bank with respect to the Client may be used within the BNP Paribas Group (France).

14.3. The Bank notifies the Client of that the Bank is participant of the Deposit Guarantee Fund for individual persons (hereafter – the “Fund”). The terms and conditions of the guaranteed reimbursement of the Client’s funds deposited on the Account in accordance with the Agreement (hereafter – the “Deposit”), are provided by the Law of Ukraine “On the system for guarantee of individual persons’ funds”, in accordance with which the Fund guarantees that the depositors obtain reimbursement of funds under thereof deposit accounts, in the amount of the deposited funds, interests included, accrued on the date of commencement of the procedure for the Fund driving-out the Bank of the market, but not exceeding the boundary amount of reimbursement under deposit accounts, established at the date of the above decision irrespective of a number of deposits with a single bank. A boundary reimbursement amount set forth in the Law of Ukraine “On the system of guarantee of the individual persons’ deposits”, and is subject to eventual increase by a decision of the Administrative council of the Fund.

14.4. By signing the Agreement, the Client certifies that prior this Agreement conclusion, the Client is familiarized with the content of a Certificate of the system of guarantee of the individual persons’ deposits, evidenced by its signature in the Agreement, with requirements of Article 26 of the Law of Ukraine “On the system of guarantee of individual persons’ deposits”, and the information posted on the official website of the Deposit Guarantee Fund in the Internet. Also, the Client confirms that requirements of applicable legislation of Ukraine and the cases when the Deposit Guarantee Fund does not reimburse deposit funds to the depositors, are entirely clear to him/her.

14.5. The Procedure for giving (withdrawal) by the Client of his/her consent to access by the third-party payment services providers to his/her Account(s) (open banking) shall be defined in the Additional agreement to the Cash-and-Settlement Agreement.

14.6. By signing this Agreement, the Client confirms that he/she:

- has received the Bank provided information (including the terms and conditions of the Agreement), indicated in Article 12 of the Law of Ukraine “On financial services and State regulation of the financial markets services”, and in the Law of Ukraine “On payment services”;
- he/she has given the Bank his/her consent to performance of payment transactions in the cases stipulated by the present Rules/Agreement.

14.7. By signing this Agreement or other agreement, or document when The Client concludes/receives Product or Services The Client confirms that the last given him information to the Bank, specified in the self-certification (in the Bank, the self-certification in accordance with the requirements of the CRS General Reporting Standard is presented in two forms, a Questionnaire or a self-certification form) is valid and any changes in the provided information absent.