



**RULES (CONTRACTUAL TERMS) OF THE SERVICING
OF BANK ACCOUNTS AND REMOTE SERVICING OF CORPORATE CLIENTS OF JSC "UKRSIBBANK"**
(as amended and supplemented)

These "Rules (Contractual Terms) of Servicing of Bank Accounts and Remote Servicing of Corporate Clients of JSC "UKRSIBBANK" (hereinafter referred to as the Rules) are a proposal to conclude an agreement on terms established by the Bank and are used to settle the relations under agreements between the Bank and the Clients that contain references to these Rules.

The Rules do not apply to the settlement of relations under any other agreements to which JSC "UKRSIBBANK" is a party, except as specified above.

These Rules establish terms of service for business entities, both residents and non-residents, separate units of legal entities, representative offices of Corporate Clients of JSC "UKRSIBBANK" concerning:

- The procedure for opening, servicing, closing the current account (s) and/or
- The procedure for providing payment services and/or
- The procedure for providing services through the remote service system.

These Rules are binding for all the Parties to the Agreement, both the Bank and the Client, unless otherwise provided by the Agreement.

TERMS IN THE RULES ARE USED IN THE FOLLOWING MEANING:

Open Key is an open key in the meaning of the Law "On Electronic Trust Services".

BNP Paribas Group shall mean BNP Paribas S.A., a legal entity incorporated under the laws of France and registered with the Trade and Companies Registry of Paris under number 662 042 449, and its members, i.e. legal entities in which BNP Paribas SA is a shareholder (as well as of such entity's branches), including all companies controlled by BNP Paribas SA, whether directly or indirectly irrespectively of the amount of shares and/or by means of agreement or factual control.

Agreement shall mean a Bank Account Agreement with all appendices thereto, including Tariffs, additional agreements concluded, Applications (including those sent by the Client via the workflow system) accepted by the Bank in accordance with the terms and conditions of the Agreement, together with these Rules, as well as the agreement (additional agreement or any other document) based on which the relevant Agreement has been transferred under these Rules.

Bank Account Agreement shall mean a Bank Account and Remote Servicing Agreement (with the Rules), concluded between the Bank and the Client on the terms of these Rules, without any appendices.

Agreement Serviced by the Remote Servicing System shall mean an Agreement and/or a deposit, loan or other agreement concluded or to be concluded between the Bank and the Client for the servicing of which the Remote Servicing System is used.

Additional Protection Measures shall mean protection means that are applied/may be applied for additional protection and/or verification of the ownership and integrity of the information being formed, transmitted and/or processed electronically through the Remote Servicing System.

Client shall mean is a user of payment and other services, both a resident and a non-resident of Ukraine, business entity, separate subdivision of a legal entity, persons acting on the basis of a joint venture agreement without establishing a legal entity, representative office (permanent, official) that has entered into an Agreement with the Bank.

Electronic Document shall mean a document, the information in which is recorded in the form of electronic data, protected by the Qualified Digital Signature and/or additional security measures and presented in a format suitable for the corresponding software resources, through which the Electronic Document is created; may be generated, transmitted, stored and reproduced electronically in a visual form or on paper. The Electronic Document has the same legal force as a paper document.

Qualified Digital Signature shall mean a qualified electronic signature in the sense of the Law "On Electronic Trust Services".

Legislation shall mean the applicable legislation of Ukraine and normative legal acts of the National Bank of Ukraine and executive authorities.

Extraterritorial Law shall mean legal acts and regulations by the USA, the EU and other countries of the world as well as relevant executive directives by the UNO and/or other international organizations, which shall be deemed binding on the territory of Ukraine and/or on the territory of France and/or the countries of operations of BNP Paribas Group (for a list of BNP Paribas Group countries of operations, please follow the link <https://ukrsibbank.com/>), the BNP Paribas Group policies and rules aimed at but not limited to implementation of legal acts and regulations being included in this definition.

Tariff Package Change Application shall mean a statement in the form established by the Bank submitted by the Client of the Bank through the Remote Servicing System to change the previously selected Tariff Package to another Tariff Package valid at the Bank upon filing the Application, in accordance with the procedure established by the Agreement.

Individual Tariff Application shall mean a statement in the form established by the Bank, submitted by the Client of the Bank through the Remote Servicing System, to establish the individual cost of providing a separate type of service (conducting a separate type of transaction) and/or to establish an additional fee for settlement and cash servicing of the Account in accordance with the procedure established by the Agreement.

Interest Accrual Application shall mean a statement in the form established by the Bank submitted by the Client of the Bank through the Remote Servicing System to accrue interest for using funds in the Account by the Bank in accordance with the procedure established by the Agreement.

Instructions shall mean user manuals for work with the Remote Servicing System, which are posted on the Internet at: <https://ukrsibbank.com/> or at any other source that will be communicated to the Client by the Bank through the Remote Servicing System or otherwise. Instructions are an integral part of the Agreement.

Key Information Carrier shall mean an external storage medium for storing and using the key.

Periodic Fee shall mean a commission for payments services under the Account, which the Client pays in accordance with the effective Tariffs of the Bank in the specified period for a certain period of servicing of the Account by the Bank.

Product shall mean current accounts opened in accordance with the Agreement, the Client's deposit accounts opened under Bank Deposit Agreements, as well as loans and/or other services/a set of services provided by the Bank to the Client.

Servicing Branch shall mean a Branch of the Bank, where the complete list of cash and settlement transactions on the Account is carried out, as provided by the Legislation and the terms of the Agreement.

Personal Key shall mean a personal key in the meaning of the Law "On Electronic Trust Services".

Regional Branch shall mean a Branch of the Bank, where a limited list of cash and settlement transactions on the Account may be carried out. The Regional Branch may be any branch of the Bank, except the Servicing Branch.

One-off Fee shall mean a commission for a one-time service of the Bank, which the Client pays simultaneously with the relevant transaction on the Account and/or provision of services in accordance with the terms of the Agreement and the applicable Tariffs.

Account shall mean a current account opened by the Bank for the Client in accordance with the terms of the Agreement and specified in the relevant supplementary agreement to the Bank Account Agreement. If several current accounts are opened under the Agreement, then the term "Account" in the text of the Agreement shall be understood to mean any and/or all the Accounts.

Open Key Certificate shall mean a public key certificate in the sense of the Law "On Electronic Trust Services".

Remote Servicing System (RSS) shall mean a set of software and hardware used by the Client and the Bank in the relevant parts as well as organizational measures held by the Client and the Bank in order to provide services to the Client in accordance with the Agreement, namely "UKRSIB business "or another system implemented by the Bank for the purpose of remote servicing of the Client.

Tariff Package shall mean a list of effective Tariffs, formed by the Bank according to a certain criterion, when chosen by the Client the Bank performs for the settlement and cash servicing of the Client's Account according to the specified Tariffs.

Tariffs shall mean Tariffs of the Bank, which determine the main terms of service of the Account, which are approved in accordance with the Bank's internal regulations and which the Client can familiarize with at the premises of the Bank's institutions, as well as tariffs, established on an individual basis in accordance with the terms of the Agreement.

Other terms used in the Rules shall have the meaning and content in accordance with the Legislation.

Direct Debit is a debit transfer made from the Client's account on the basis of a payment instruction provided by the payee and subject to the Client's consent to such transfer, given by it to the payee or the payee's payment service provider, or the Bank. The Bank may be the recipient of a direct debit. In addition, a direct debit is also the execution of payment transactions from a credit transfer on the basis of payment instructions formed by the Bank in agreement with the Client acting as a payer.

Cash and Settlement Servicing shall mean the provision of payment services related to the transfer of funds from/to the Account/s, withdrawing cash by the Client, as well as carrying out other transactions.

Bank shall mean a provider of payment services, JSC "UKRSIBBANK";

Common Standard on Reporting and Due Diligence for Financial Account Information (CRS) is a standard approved by the Organization for Economic Cooperation and Development on July 15, 2014 (as amended and supplemented), including comments thereto.

FATCA Agreement is an agreement between the Government of Ukraine and the Government of the United States of America to improve the implementation of tax rules and the application of the provisions of the US Foreign Account Tax Claims Act (FATCA).

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

Business Day is a calendar day of the bank's work, other than a holiday, weekend or other non-working day according to the Legislation.

Account Managers List is a document containing a list of persons who have the right to manage the account and sign payment instructions, which is drawn up in the form determined by the Bank and submitted/sent to the Bank in accordance with the Legislation and the Bank's requirements.

Section 1. SCOPE OF THE AGREEMENT

1.1. On terms and in the manner prescribed by the Agreement, the Bank:

1.1.1. opens the Account (s) for the Client for the storage of cash and payment transactions, settlement and cash servicing in accordance with the terms of the Agreement and the requirements of the Legislation,

1.1.2. provides remote servicing of the Client's products and services for exchange of technological and other information through the Remote Servicing System.

Section 2. CASH AND SETTLEMENT SERVICES

2.1. Opening of the Account.

The Bank opens the Client's Account on the basis of the concluded Bank Account Agreement and other documents in accordance with the requirements of the Legislation and the Bank's internal regulations.

The Client determines the type, currency, Tariff Package of the Account. The Account number, information on the Account type, Account currency and Tariff Package are indicated in the relevant supplementary agreement to the Bank Account Agreement. The opening of each new Account shall be effected by concluding by the Parties a relevant supplementary agreement to the Bank Account Agreement.

Opening an Account in a foreign currency is possible only on condition of preliminary opening of the Account in national currency for payment of services of the Bank in accordance with the Tariffs.

2.2. Servicing of the Account.

2.2.1. The Bank carries out settlement and cash servicing of the Client in accordance with the regime of the relevant Account and other conditions established by the Legislation and the Agreement.

2.2.2. The Parties have agreed on the following procedure for settlement and cash servicing:

- in the Servicing Branch where the Account is opened, any settlement and cash transactions are performed in accordance with the Legislation and the Agreement;

- upon a written application of the Client, the Regional Branches may be defined, where the Client can be provided with the following services:

- a) withdrawals of cash,

- b) cash deposits.

In a written application, the Client determines the relevant Account, currency of the Account, number and address of the Regional Branch and the period during which the Client wants to maintain the Account at Regional Branches. The Bank provides these services in the

relevant Regional Branches from the date specified in the relevant application, but not before the next day of the receipt of the relevant application by the Bank.

Upon a written request, a list of Accounts under which the Banks may provide the above services, and/or Regional Branches and/or service period may be changed.

For servicing the Account in the Regional Branch, a fee shall be charged in accordance with the Bank's Tariffs.

2.2.3. The Client pays to the Bank the One-off Fee upon provision of the service (carrying out a payment transaction) and Periodic Fees on the day of the calculation of these fees in accordance with the applicable Tariffs 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 case of insufficient funds on the Client's Account for payment of the Periodic Fee, the Client shall ensure its repayment within 7 (seven) calendar days from the date of its charging in accordance with the terms of the Agreement.

In case of failure to specify the party to a payment transaction in foreign currency, at the expense of which commissions are paid, such expenses shall be paid by the Client.

In the event of a refund of a payment in foreign currency initiated by the Client, the commission of the Bank and intermediary payment service providers, withheld for making such a payment, is not returned to the Client.

2.2.4. The Bank carries out payment transactions as well as settlement and cash servicing of the Client under the Agreement within the balance of funds available on the Account, provided that the amount of the balance is sufficient for execution of a payment instruction submitted by the Client, simultaneous payment of the One-off Fee by the Client to the Bank for the provision of the service (conducting payment transactions), and in the absence of arrears on payment of the Periodic and/or One-off Fee, on the basis of payment instructions of the established forms provided by the Client and executed in accordance with the requirements of the Legislation, Bank and terms of the Agreement. In case of insufficient funds on the Client's Account for execution of its payment instructions and payment of the fee of the Bank for their execution, as well as repayment of arrears under the Agreement and other agreements entered into between the Bank and the Client, the amount of such Client's debts shall be debited by the Bank as a \priority direct debit, and the accepted payment instructions of the Client are returned without execution in the manner prescribed by the Agreement.

2.3. Procedure for submission of payment instructions, acceptance for execution. Granting and revoking consent to carry out a payment transaction. Transfer of funds to the Account(s). Providing information during payment transactions..

2.3.1. The payment instruction can be in hard or electronic copy. Electronic payment instructions are submitted through the Remote Servicing System or another system, in accordance with the terms of the Agreement. A paper payment instruction shall not have erasures, crossed out words or any other corrections and cannot be signed with a facsimile signature. The text of such a payment instruction shall be read clearly and unambiguously. A paper payment instruction in foreign currency is made as an "application for a payment/currency transaction".

2.3.2. Submission to the Bank of paper or electronic payment instruction is carried out by the authorized person of the Client. Documents returned by the Bank are received by the authorized person of the Client in accordance with the terms of the Agreement.

Settlement documents of the Client are accepted during the operational hours.

The Client gives consent to the Bank for each payment transaction (except when such consent is not required by the Legislation). An indisputable sign of such consent is the fact that the Client submits a payment instruction containing the Client's signature in accordance with the Account Managers List. The Client's signature in accordance with the Account Managers List is the basis for a payment transaction. Consent to carry out a payment transaction (interrelated payment transactions) may be withdrawn by the Client at any time, but no later than the moment of irrevocability of such a payment instruction. The Client's order to withdraw consent is made in an arbitrary paper or electronic form and can be submitted to the Bank personally by the Client (its authorized person) or through the Remote Servicing System, and shall contain a clear reference to the specific payment transaction (related payment transactions) in respect of which consent is withdrawn. The order on withdrawal of consent shall be signed by the Client by the same persons who signed the payment instruction in accordance with the Account Managers List.

In cases provided by law, the Client has the right to withdraw the payment instruction. Such withdrawal is possible only in the full amount and before the funds are debited from the Client's Account or before the date of value of the payment instruction (before the moment of irrevocability of the payment instruction). The Client's order to withdraw a payment instruction is made in any form in paper or electronic form and can be submitted to the Bank personally by the Client (its authorized person) or through the Remote Servicing System, and shall contain a clear reference to the specific payment instruction (its number, date of issue, amount, recipient and payer) which is revoked. The order on the withdrawal of the payment instruction shall be signed by the Client by the same persons who signed the payment instruction in accordance with the Account Managers List.

The Bank processes the Client's order to withdraw the payment instruction and/or the Client's order to withdraw the consent to carry out the payment transaction, if possible, on the day of receipt, but no later than on the next business day following the date of receipt of the order from the Client. The reason for non-execution of the order is its non-compliance with the terms of this Agreement and/or the Legislation.

If the Client is the payee (encumbrancer) of the payment instruction initiated by it, the Bank ensures the delivery/transmission of such payment instruction to the payer's payment service provider no later than on the next business day after receiving it from the Client. In the case of revocation of such a payment instruction, the Bank shall provide/transfer the order for its revocation to the payer's payment service provider no later than on the next business day after receiving it from the Client.

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

- if received by the Bank during the operating hours - no later than on the third operating day from the day of its receipt by the Bank, unless otherwise provided by the terms of the Agreement and there are no grounds for refusal in accordance with the Legislation and/or the Agreement;
- if received by the Bank after the end of the operating hours - no later than on the fourth operating day from the date of receipt by the Bank, unless otherwise provided by the terms of the Agreement and there are no grounds for refusal in accordance with the Legislation and/or the Agreement.

In the presence of the Bank's technical capabilities and the absence of grounds for refusal provided for by the Legislation and/or this Agreement, the payment instruction may be accepted for execution on the same operating day in accordance with the Tariffs.

The duration of the operating day and operating hours is set by the Bank independently and reflected in its internal documents.

The Bank is obliged to execute the payment instruction of the Client acting as a payer on the account of a payee with the Bank or with another payment service provider, within three operating days of acceptance for execution of the payment instruction, unless otherwise provided by the terms of the Agreement and there are no grounds for refusal in accordance with the Legislation and/or the Agreement.

In the presence of the Bank's technical capabilities and the absence of grounds for refusal provided for by the Legislation and/or the Agreement, the payment instruction may be executed within the operating day of its acceptance for execution in accordance with the Tariffs.

The Bank is obliged to execute the payment instruction of the Client, acting as a payer, during the operating day, if the payment instruction is received by the Bank during the operating hours, or at another time, if it is stipulated by the terms of the Agreement. The Bank executes the payment instruction of the Client, acting as a payer, which has arrived at the Bank after the end of the operating hours, no later than on the next operating day, but at the request of the Client and if the Bank has the technical capability, such a payment instruction can be executed on the same operating day in accordance with Tariffs.

At the Client's request and if the Bank has the technical capability, the latter has the right to execute a payment instruction taking into account the amounts received on its Account during the operating day (current receipts).

2.3.3. When crediting funds to the Account according to a payment instruction in the national currency, the Bank checks the Account number and the Client code (the code of the legal entity (separate subdivision of a legal entity) according to the EDRPOU code / registration number) for compliance and, in the event of their absence/inconsistency, the Bank has the right to stop the payment transaction for a period of up to 4 business days to determine the proper recipient or the Bank has the right not to carry out clarifications and, in this case, the Bank returns the funds to the payer's payment service provider no later than on the next business day after their receipt with an indication of the reason for their return.

When transferring funds to the Account by SWIFT message in a foreign currency, the Bank checks the Client's name, its Account number, and, in the event of their absence/mismatch, the Bank has the right to suspend the payment transaction for the specified period established by the Legislation and credit the funds to the account pending clarification to establish the proper payee, or the Bank has the right not to clarify and, in this case, the Bank returns the funds to the payer's payment service provider no later than on the next business day after their receipt, indicating the reason for return. Also, when transferring funds in foreign currency, the Bank checks the completion of the "payment purpose" details of the SWIFT message. The Bank credits funds in foreign currency to the Client's account after it finds out the missing/inaccurate data of the "payment purpose" details in the manner and within the time limits specified by the Bank's internal documents.

The Bank is obliged to ensure that the amount of funds from the payment transaction is credited to the Account of the Client acting as the payee, within three operating days from the date of receipt of funds to the Bank's account or within another period specified by the Agreement.

In the presence of the Bank's technical capability and the absence of grounds for refusal provided for by the Legislation and/or the Agreement, the Bank may credit funds to the Client's Account during the operating day of receipt of funds to the Bank's account.

2.3.4. The priority of execution of payment instruction of the Client by the Bank shall be determined by the Legislation, except in cases specified by the Agreement.

2.3.5. After the Client initiates a payment instruction (transaction) as a payer, the Bank provides the Client with the following information through the Remote Servicing System and/or in another way:

- 1) date and time of receiving the payment instruction;
- 2) date and time of acceptance for execution of the payment instruction;
- 3) information on the refusal to accept the payment instruction for execution (in case of refusal).

2.3.6. After the execution of the Client's payment instruction (transaction) as a payer, the Bank provides the Client with the following information:

- 1) information that enables the Client to identify the completed payment transaction and information about the payee (if technically possible);
- 2) amount of the payment transaction in the currency of the Client's account and in the currency of the payment transaction;
- 3) amount of all commissions and fees withheld from the Client for the payment transaction (if technically possible, the amount of each commission is indicated separately);
- 4) foreign currency exchange rate (if the Client is provided with foreign currency exchange transaction services);
- 5) date and time of acceptance for execution of the payment instruction, value date.

The information provided by this clause is provided by the Bank on each completed payment transaction for the Account(s) at least once during a calendar month free of charge through the Remote Servicing System and/or in another way.

2.3.7. After carrying out a payment transaction for crediting funds to the Account, the Bank provides the following information to the Client acting as a payee:

- 1) information that enables the Client to identify the completed payment transaction, information about the payer and other information accompanying the payment instruction;
- 2) amount of the payment transaction in the currency of the Client's account and in the currency of the payment transaction;
- 3) amount of all commissions and fees withheld from the Client for the payment transaction (if technically possible, the amount of each commission is indicated separately);
- 4) foreign currency exchange rate (if the payer is provided with services for carrying out foreign currency exchange transactions);
- 5) date and time of crediting of funds to the Client's account, currency value date.

The information provided by this clause is provided by the Bank on each completed payment transaction for the Account(s) at least once during a calendar month free of charge through the Remote Servicing System and/or in another way.

2.3.8. If the Client wishes to receive the information provided for in clause 2.3.6. and clause 2.3.7. of these Rules, more often or for providing the Client with additional information not provided for in clause 2.3.6. and clause 2.3.7. of these Rules, the Bank may provide such information more often/provide additional information under the condition of charging the Client a fee. The size of such a fee is established in accordance with the Tariffs and shall take into account the Bank's actual costs for processing and providing information.

2.4. Delay in execution of payment or other transactions, refusal to accept a payment instruction for execution and refusal to execute a payment instruction/refusal to carry out (conduct) a transaction.

2.4.1. The Bank shall be entitled to the execution of a payment or other transaction, to refuse to accept a payment instruction for execution, to refuse to execute a payment instruction, to refuse to carry out (conduct) a transaction (including with regard to the crediting of funds to the Account or debiting of funds from the Account) in the following cases:

- a) if the Client's Account does not have sufficient funds to execute the payment or other transaction submitted by the Client, simultaneous payment to the Bank of the One-off Fee and repayment of arrears of the Periodic and/or One-off Fee in full in the presence of such

indebtedness; and/or

b) if the services/transactions requested by the Client are not provided by the Tariffs or the Bank does not have the technical possibilities for their provision/execution; and/or

c) if, in respect of the Client's payment transaction, there is a suspicion that it contains features that are subject to financial monitoring in accordance with the law or is subject to existing restrictions (sanctions) in accordance with the legislation and/or the extraterritorial law; and/or

d) if the Client has not provided the Bank with the documents and/or information on the nature of the financial transaction and/or the identification of persons who take part in its implementation and/or contracts and other documents proving the existence of grounds / obligations to perform currency transaction in the cases and in the manner prescribed by the Legislation and / or internal regulations of the Bank; and/or

e) if the Client fails to provide the Bank with the documents and/or information necessary for the Bank to perform the procedure for clarifying the information on the identification and examination of the Client (in particular, but not limited to: information/documents concerning the financial condition of the Client and the content of its activities; carrying out an assessment of the financial condition of the Client; determining the relation of a Client (a person acting on its behalf) to national or foreign politically exposed persons, persons performing political functions in international organizations or persons associated with them; determining the place of residence or place of stay or place of temporary stay in Ukraine); and/or

f) if the services requested by the Client are subject to the restrictions established either by the Legislation, the Extraterritorial Law and/or internal regulations of the Bank; and/or

g) violation by the Client of the procedure for using the funds on the Account established by the Law; and/or

h) presence of facts testifying to violation by the Client of bank rules of registration of payment instructions and/or in case of doubt of the authenticity thereof and/or other documents submitted by the Client; and/or

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

2.4.2. The Bank refuses to provide the Client in the following manner:

- in case of refusal to accept/refusal to execute a payment instruction in hard copy - by returning it to the Client, noting the date and reason for refusal on the reverse side of such a document (this is certified by the handwritten signature of an authorized Bank employee).

- in case of refusal to accept/refusal to execute the payment instruction in soft copy - by informing the Client of non-execution of the payment instruction. The Bank informs the Client about this through the Remote Servicing System, indicating the date and reason for the refusal.

The paper payment instructions shall be returned without execution to the Client when the Client initiates a transaction at the Bank's cash desk or simultaneously with the provision of the Client a statement from the Account in accordance with the terms of the Agreement.

2.4.3. In case of delaying the execution of a transaction in accordance with the terms of the Agreement or in case of refusal to carry out transactions other than those specified in clause 2.4.2. Agreement, the Bank notifies the Client through the Remote Servicing System and/or in another way.

2.4.4. The reason for delay or refusal is specified with reference to the article of the law of Ukraine and/or clause of the regulation of the National Bank of Ukraine or other regulatory act, and/or the provisions of the Agreement, if required by the Legislation.

2.5. Account statements.

At the request of the Client, the Bank prints an Account statement, subject to the availability of movement of funds on the Account. A printed statement shall be provided to the Client not earlier than on the next business day following the day of carrying out payment transactions on the Account. The Account statement may be provided to persons listed in the list of persons, who in accordance with the Legislation have the right to manage the Client's account and sign the payment instructions, or to the authorized person of the Client on the basis of the power of attorney.

The Bank transfers/returns to the Client its payment instructions confirming the debiting/crediting of funds from/to the Account or other documents to the authorized person of the Client or together with an Account statement on the day it is provided to the Client, unless otherwise provided by the terms of the Agreement.

2.6. Erroneous payment transaction.

In case of incorrect crediting by the Bank of funds to the Account through the Bank's fault, the Client entrusts and consents the Bank, and the Bank has the right, first of all, to debit such mistakenly credited funds and transfer them to the proper recipient from the Account by direct debit, and the Client guarantees that it will not have demands to the Bank regarding damages.

Matters not regulated by the Agreement concerning the return of mistakenly debited/credited funds from/to the Clients Account, that do not belong to it, are resolved in accordance with the procedure established by the Legislation.

2.7. Procedure for cash receipt and cash withdrawal by the Client.

2.7.1. If needed to receive cash, the Client shall submit an application for cash withdrawal to the Bank before 13:00 hours of the business day preceding the date of receipt of funds.

2.7.2. The procedure for depositing of cash proceeds to the Bank is determined by the Client independently: with the help of the cash collection service or the authorized person of the Client in the Bank's cash desk.

2.7.3. Cash proceeds can be deposited to the Client's Account at its choice, if permitted by the regime of this Account.

2.7.4. The cash proceeds received by the Bank during the operating time shall be credited by the Bank to the Account on the day of receipt in accordance with the terms of the Agreement. The cash proceeds received by the Bank after the operating hours shall be credited by the Bank to the Account on the next business day in accordance with the terms of the Agreement.

Section 3. TERMS OF REMOTE SERVICE

3.1. The Remote Servicing System is used for the purpose of:

- **remote product services:** conducting payment transactions, making deeds, obtaining banking services, managing the Client's Products and obtaining information about Products and transactions.

- **electronic exchange of information with the Bank:** formation and sending of electronic documents to the Bank (including applications, agreements, contracts, requests, confirmation documents on transactions, etc.), receipt of electronic documents and communications from the Bank, exchange of information with the Bank, documents.

3.2. The Client's servicing in the Remote Servicing System is carried out in accordance with the procedure established by the Agreement and the Guidelines. Access and/or use of the Remote Servicing System from territories/countries/places subject to sanctions or other restrictions in accordance with the Legislation and/or Extraterritorial Law and/or the Bank's internal regulatory acts is prohibited. If

the Client tries to initiate/initiates a payment transaction or tries to receive/receives another service (including information), or tries to access/has received access to the Remote Servicing System from the territory/country/place subject to sanctions or other restrictions, the Bank refuses to perform such transactions/services and/or blocks access to the Remote Servicing System. An absolute sign of using/attempting to use the Remote Servicing System from territories/countries/places subject to sanctions or other restrictions is access and/or use of the Remote Servicing System from an IP address that allows determining the geographical location of the device (mobile phone, computer, etc.) from which the Remote Servicing System is used/attempted to use from territories/countries/places subject to sanctions or other restrictions in accordance with the Legislation and/or the Extraterritorial Law and/or internal regulations of the Bank. The Bank has the right to use other signs that, in the Bank's opinion, indicate a violation of the specified prohibition by the Client.

3.3. For the connection and use of the Remote Servicing System, the Client shall make a primary registration in the Remote Servicing System in accordance with the Instructions and ensure that its authorized persons receive personal keys and provide the Bank with the relevant documents for the granting of authority and rights of access to such authorized persons, unless otherwise stipulated by the Instructions and provided that such procedure does not contradict the legislation. From the date of signing by the Bank of the documents necessary and sufficient at the discretion of the Bank to grant authority and rights of access to the authorized persons of the Client, the Agreement enters into force in the part of the terms of servicing the Remote Servicing System and in the part of work with electronic documents.

3.4. Implementing actions for connection of the Client to the Remote Servicing System confirms:

- that the Client's Open Key specified in the Open Key Certificate is held by the Client or the authorized representative of the Client, and
- that before it starts working in the Remote Servicing System, it has got acquainted with the instructions and has committed to them, and
- that it acknowledges the sufficient method of protecting electronic documents using cryptographic means, in particular the Qualified Digital Signature, which is attached to an electronic document (including a payment instruction in electronic form or a corresponding statement or on an agreement or contract) through the Remote Servicing System.

3.5. The Bank has the right to make changes to the Instructions. In case of amendments, the Bank shall post the relevant notice and the Instruction (taking into account changes) on the Bank's website. The use by the Client of the Remote Servicing System following the amendment of the Instruction is considered to be the Client's consent to continue servicing under the Agreement, taking into account the changes made to the Instructions.

3.6. The electronic payment instructions, applications of the Client, and other electronic documents sent by the Client to the Bank using the Remote Servicing System shall:

- contain all necessary information specified by the requirements of the Legislation; and
- contain the Qualified Digital Signature of the Client's authorized persons in accordance with documents provided by the Client to the Bank under the terms of the Agreement; and
- be formed and/or submitted and/or confirmed by Additional Protection Measures if their use is stipulated by the terms of the Agreement.

3.7. The electronic payment instructions and other electronic documents are not considered by the Bank and will not be processed or accepted for execution if:

- such documents do not have the required amount of the Qualified Digital Signatures of the Client, or
- the Qualified Digital Signature is incorrect, or
- there is a suspicion of compromising key information, or
- such documents are generated/filed without the use of Additional Protection Measures or they are not confirmed by Additional Protection Measures, if provided for by the terms of the Agreement.

3.8. When servicing the account through the Remote Servicing System, the Client is not allowed to form electronic payment instructions based on documents with attachments (check registers, registers of documents on a letter of credit, etc.). The said documents shall be submitted to the Bank on paper.

3.9. In order to ensure the confidentiality of the information which is sent through the Remote Servicing System and which, in accordance with the legislation, is confidential or contains banking secrecy, such information should be forwarded in a secure manner (using cryptographic or other measures of protection of information complying with the requirements of the legislation). By signing the Agreement, the Client agrees that certain financial and other confidential information transmitted using the Remote Servicing System and not containing banking secrecy and/or not allowing identification of the Client may be transmitted through unprotected communication channels, for which the Client gives consent to the Bank, which is confirmed by signature under the Bank Account Agreement.

3.10. The Parties have agreed that an electronic document transmitted through the Remote Servicing System and signed by the Qualified Digital Signature of the Client's authorized representatives and confirmed/protected by other Additional Protection Measures, if used in accordance with the Agreement, sent by the Client to the Bank, on the basis of any Agreement serviced by the Remote Servicing System, is equal in its legal force to a document on a paper carrier, signed by a personal signature of such persons.

3.11. The responsibility for the accuracy of the information contained in the details of the electronic document is borne by the person who has signed the document with his/her Qualified Digital Signature.

3.12. The Parties acknowledge that the forgery of the Qualified Digital Signature of the Client is impossible without knowledge of the Client's Personal Key.

3.13. The Parties recognize the Qualified Digital Signature tool used in the Remote Servicing System for the transmission of electronic documents from the Client to the Bank using the means certified by State Service for Special Communications and Information Protection of Ukraine or its successors in the field of cryptographic activity licensing as sufficient for the identification of the Client (its authorized representative) and the confirmation of the integrity of the data in electronic form.

3.14. The Client confirms that it fully understands the possibility of unauthorized access to the Remote Servicing System, occurrence of losses, etc., which may occur as a result of the Client's refusal to use the Additional Protection Measures or as a result of transactions without the use of Additional Protection Measures for an amount not exceeding the limit set by the Client. In this regard, the Client confirms that it does not have and will not have any claims to the Bank and/or will not demand compensation from it for any losses.

3.15. The Parties recognize Kyiv time as the only time scale when working with the Remote Servicing System. The control time is the time of the system clock of hardware of the Bank.

3.16. In case of receipt of several electronic documents of the same content under the same document number and/or simultaneous receipt of several documents of identical content in paper and/or electronic form to the Bank, the Bank accepts each separate document for execution or refuses to execute in accordance with the requirements of the Agreements, which are served by the Remote Servicing System, unless otherwise specified in the Instructions. In this case, the Client shall bear responsibility for simultaneous submission of documents in paper and/or electronic form.

3.17. In cases of compromise of key information, including unauthorized access, loss, theft of Key Information media, or in the event of such suspicion or threat, the Client shall immediately terminate payment instructions and other transactions through the Remote Servicing System, take measures to block the compromised key information and notify the Bank of it in any convenient way, as well as in writing in the shortest possible time. In order to continue servicing through the Remote Servicing System., the Client shall complete the procedure for generating keys and obtaining new Open Key Certificates in the manner prescribed by the Instructions.

3.18. Information on the status of the Account, payment transactions, flow of funds on the Account, as well as other information about the Products provided through the Remote Servicing System under the Agreement serviced through the Remote Servicing System, may be given to another authorized person.

Such information may be sent through both secure and unprotected communication channels, but unprotected communication channels may only transmit information that does not contain bank secrecy and/or does not allow identification of the Client.

3.19. Rules for using the "Online-notification"(SMS)" service.

3.19.1. "Online-notification"(SMS) shall mean a service to enable the Client (Client's Authorized Persons) to receive information about payment transactions carried out on the Account and control the flow of funds, namely: expenditure and income payment transactions (for excluding payment transactions between own Accounts), as well as the balance on the Account with the help of information notification(SMS). Such information notification shall be deemed of informative nature only and beyond the scope of confirmation for a legal fact and thus resulting in no legal consequences.

3.19.2. Provision (connection and servicing) of "Online-notification" (SMS) shall be regulated in accordance with the Agreement. The Client shall pay the Bank's fees for "Online-notification" (SMS) as determined in the current effective Tariff rates.

3.19.3. "Online-notification" (SMS) is connected by selecting a service, a channel of informing and confirming the choice by the Client (Client's Authorized Persons) of the channel "Online-notification" (SMS) in the RSS interface. The service is considered accepted by the Client from the moment the Client (Client's Authorized Persons) confirms the choice of the "Online-notification" (SMS) channel in the RSS interface by clicking on the button on installing "Online-notification" (SMS) and confirms its agreement with the terms of its provision and payment.

3.19.4. To be able to use "Online-notification" (SMS), the Client (Client's Authorized Persons) shall be registered users of the RSS and have the necessary authorizations in accordance with Section 5 of the Rules, the mobile phone to which the Information messages will be sent shall support the SMS-message service, and a mobile operator to provide its Clients with the service of sending and receiving SMS messages and to be a mobile operator that has the right to provide services on the territory of Ukraine. To work with the service, the functions of sending and receiving SMS messages shall be activated in the phone.

3.19.5. The provision of "Online-notification" (SMS) is terminated in the event of:

- a Client (Client's Authorized Persons) disconnects it by itself via RSS interface;
- changes in the mobile phone number by the Client (Client's Authorized Persons);
- termination of the Client's (the Client's authorized persons) access to the RSS;
- in other cases stipulated by the Legislation and/or the Agreement.

3.19.6. The Client (the Client's authorized person), at its own discretion, may choose the following options for informing/periodicity of receiving messages (one or more) using the RSS interface:

- receiving information about the balance on the Account once/every hour/every two hours/twice a day. The information notification indicates the amount of funds remaining on the Account for a certain hour, depending on the chosen periodicity of receiving notifications;
- receiving information on expenditure/income/all payment transactions on the Account (excluding transactions between own Accounts). The information notification indicates the type of a payment transaction, its amount and currency, the amount of the balance on the Account after the transaction, depending on the selected notification option.

3.19.7. The Bank shall be entitled to send information regarding Tariff rates, products, Bank's services, etc. at the mobile phone number connected to the service.

3.19.8 The information is sent via open communications channels. The Bank shall not be held liable for disclosure, misrepresentation or failure to receive information related to the Account in case such occurs when information is sent at the mobile phone number connected to the "Online-notification"(SMS).

3.19.9. The Bank shall not be held liable for the consequences/incidents stemming from the Client's (Client's Authorized Persons) failure to provide a proper phone number to be connected to "Online-notification"(SMS).

3.19.10. The Bank shall not be held liable for the consequences/incidents stemming from the compromise of the mobile phone number connected to "Online-notification"(SMS), including unauthorized access, its loss, theft, or in the event of such a suspicion or threat, if the Bank is not properly notified of its compromise.

3.20. When using the Remote Servicing System as a tool for electronic exchange of information with the Bank, namely in cases of implementation of procedures for monitoring payment/financial transactions, due diligence, clarification/updating of information, determination of the essence of activity, financial status or at the request of the Bank for those specified by the Legislation or internal procedures of the Bank purposes, the Client shall accompany the information that is provided to the Bank in the form of documents, also by providing a separate letter, which shall indicate exactly which documents are provided and what exactly they confirm or certify, or what they inform about, as well as assurances from the Client in their validity (authenticity) at the time of submission to the Bank.

3.21. The functional capabilities of the Remote Servicing System may differ depending on the access channel to the Remote Servicing System (mobile or web-browser version), which accordingly depends on their technical capabilities (features).

Section 4. PROCEDURE FOR TRANSACTIONS OF PURCHASE/SALE/EXCHANGE OF NON-CASH FOREIGN CURRENCY

4.1. The Bank has the right to provide the Client with services for the purchase/sale/exchange of non-cash foreign currency (hereinafter in this Section of the Rules referred to as the Services). The services are provided taking into account the requirements of the Law, as well as the technical capabilities of the Bank and the peculiarities of the implementation of processes in the Bank.

The service can be provided by the Client forming and submitting to the Bank a paper “application for payment/currency transaction” or by the Client forming and submitting to the Bank an application for the purchase/sale/exchange of foreign currency through the Remote Servicing System. In the future, regarding such a statement in the Agreement, it is possible to use the terms “application for foreign exchange transactions” or “application”, in the appropriate cases, or in another way, which gives an understanding of the essence of the Service.

The Client instructs and gives consent to the Bank to carry out transactions on the purchase/sale/exchange of non-cash foreign currency and to debit from the account specified in the application the required amount of funds in accordance with this application. An indisputable sign of the Bank's giving the Client's consent to carry out transactions on the purchase/sale/exchange of non-cash foreign currency is the fact that the Client submits a corresponding application containing the Client's signature in accordance with the Account Managers List. The Client's signature is the basis for the transaction. If desired, the Client can independently create a payment instruction for making a transfer using the Service, notifying the Bank of it.

Obligatory sale of non-cash foreign currency is carried out in accordance with the procedure established by the Legislation and provided that it is stipulated by the Legislation and in the sense of this Section of the Rules does not belong to the Services.

The Client instructs the Bank in the cases established by the Legislation to sell the foreign currency purchased by the Bank on behalf of the Client, which has not been transferred for its intended purpose within the period established by the Legislation.

The sale of the Client's currency based on a separate agreement is carried out at the rate set for applications for sale in accordance with clause 4.4.3 of this Agreement, unless otherwise provided by such a separate agreement.

4.2. Services for the purchase/sale/exchange of non-cash foreign currency are provided to the Client in the presence of the Client's open current accounts in the respective currencies required for the provision of the Service (for the debiting of funds for the transaction and for the transfer of funds as a result of the transaction).

4.3. In order to receive the Services, the Client submits an application to the Bank in the form established by the Bank, which shall contain the following mandatory details:

- type of application (for sale, purchase or exchange of currency);
- date and number;
- date of acceptance for execution;
- information about the Client (Client's name, location, EDRPOU code, telephone, fax);
- information for a transaction at the Forex Market of Ukraine (account number from which funds are to be debited, name / currency code and debit amount (the debit amount is not necessarily for foreign currency purchase / exchange transactions), transaction rate, account number to which they have funds shall be credited, name / currency code and amount of credit (the credit amount is not necessary for foreign currency sales / exchange transactions), name of the payment service provider, reason for purchase of foreign currency at the Forex Market of Ukraine);
- value date;
- execution date;
- name and signature of the Client in accordance with the Account Managers List;
- seal (if available).

The application in paper form shall be submitted by the Client in two copies.

When through the Remote Servicing System, the details of the application may differ from the paper application.

The application for currency transactions shall be submitted on the Bank's business day:

- for the foreign currency purchase/sale - from 9:00 till 12:30 Kyiv time (except for applications submitted in accordance with clause 4.4.1, clause 4.4.3) on the date of purchase /sale of the non-cash foreign currency specified in application;
- for the sale of foreign currency - from 9:00 till 13:00 Kyiv time (with the exception of applications submitted in accordance with Clause 4.4.1, Clause 4.4.2, Clause 4.4.3) on the date of sale of non-cash foreign currency specified in the application;
- for the foreign currency exchange from 9:00 till 15:00 Kyiv time on the date of exchange specified in application;

Effective April 13, 2023, applications for foreign exchange transactions, which are formed by the Client in electronic form through the Remote Servicing System, are submitted on the Bank's business day from 9:00 till 15:00 Kyiv time.

4.4. The purchase/sale/exchange rate is determined based on the Client's application for currency transactions. The Client has the right to specify the method of the exchange rate determination in the application for currency transaction (at the rate specified by the Client in the application, or at the rate of the Bank.

4.4.1 The Parties have agreed on the following procedure effective April 13, 2023 for setting the rate if the Client indicates in the application that is submitted to the Bank in electronic form via the Remote Servicing System - “rate of the main trading session”:

- for applications submitted before 12:30 Kyiv time for the purpose of buying and for applications submitted before 13:00 for the purpose of selling, the rate formed by the Bank based on the results of the main trading on the non-cash Ukrainian forex market.

The Bank executes applications submitted after the time specified in this clause on the operating day, which is a business day of the Bank.

4.4.2 The Parties have agreed on the following procedure for setting the rate effective April 13, 2023 if the Client indicates in the application that is submitted to the Bank in electronic form via the Remote Servicing System - “the rate of the additional trading session”:

- for applications for the purpose of buying / selling submitted before 15:00 Kyiv time, a rate is set, which may differ from the rate formed by the Bank based on the results of the main trading on non-cash Ukrainian forex market. Applications submitted after the time specified in this clause are processed by the bank on the next business day, which is the Bank's working day..

4.4.3 The Parties have agreed on the following procedure for setting the rate if the Client indicates in the application that is submitted to the Bank in paper form - “at the rate of the bank”:

- for applications for the purpose of buying /selling submitted within the time limit established in clause 4.3 for their acceptance, the Bank's rate is set, formed by the Bank based on the results of the main trading on non-cash Ukrainian forex market.

The Bank executes applications submitted after the time specified in this clause on the next operating day, which is a business day of the Bank..

4.4.4 The Parties have agreed on the following procedure for setting the rate if the Client indicates in the application submitted in hard copy to the Bank – “at the rate of the bank”:

- for applications for the purpose of exchange, submitted within the time specified in clause 4.3 for their acceptance, the Bank's rate is set, which formed by the Bank based on the results of the trading on non-cash Ukrainian forex market. The Bank executes exchange applications submitted after the time specified in clause 4.3 on the next operating day, which is a business day of the Bank.

4.5. The Bank shall notify the Client of the fulfillment of the currency application:

- by providing the Client with a copy of the application for currency transactions with a note of performance, if such an application is performed in a paper form, or
- by changing the status of the application for currency transactions in the Remote Servicing System for the status of 'executed', if such an application is performed by the Client via the Remote Servicing System.

The Bank informs the Client about the performed currency transactions (taking into account the information on the purchase / sale / exchange rate of foreign currency at which each transaction is performed) by specifying this information in the account (-s) statement generated in the manner prescribed by this Agreement.

4.6. In cases stipulated by the Legislation and internal regulations of the Bank with the application for the purchase/exchange of non-cash foreign currency, the Client shall additionally submit supporting documents (originals or duly certified copies in electronic / paper form from original documents on paper form) proving the existence of reasons/obligations/purposes for the transaction to purchase/exchange non-cash foreign currency. The list and content of supporting documents are established in accordance with the Law and the requirements of the Bank.

4.7. In case of filing an application for purchase/sale/exchange of non-cash foreign currency and supporting documents (if necessary) in electronic form, the documents shall contain the relevant Qualified Digital Signature of the Client's authorized representative.

4.8. After conducting a transaction for the purchase/sale/exchange of non-cash foreign currency, the Bank credit the purchased/exchanged currency to the relevant account indicated in the application for purchase/sale/exchange of non-cash foreign currency.

4.9. The completed application for the purchase/sale/exchange of non-cash foreign currency is stored electronically in the Remote Servicing System.

4.10. The Client has the right to withdraw from the Bank the application for purchase / sale / exchange of non-cash foreign currency until the moment of its execution by the Bank in accordance with the procedure established by the Legislation.

In case of withdrawal of the application by the Client, he is obliged to reimburse the Bank's expenses related to such withdrawal. The letter of withdrawal of the application is submitted by the Client in paper form or in electronic form through the Remote Servicing System. Such a letter shall also contain a mandatory order for the Bank to carry out a refund to the appropriate account of the Client. By signing a letter to return the application, the Client confirms the obligation to reimburse the Bank's expenses associated with such a withdrawal and agrees to their maintenance by the Bank from the amount of the returned funds. The Client's withdrawal of an application in the Remote Servicing System can be carried out by performing an action that indicates such a withdrawal, namely by clicking the "Revoke" button in the Remote Servicing System interface, if such an action is allowed by the Bank and technically implemented. In this case, this action on the part of the Client is considered as submission to the Bank of a letter signed by the Client about the withdrawal of the application in electronic form.

The bank may refuse to execute the letter on the return of the application in the following cases:

- the letter does not meet the requirements for its content and design established by the Legislation and this Agreement;
- the execution application has already begun by the Bank or the application has already been executed.

4.11. The Bank has the right to return the application without execution for purchase/sale/exchange of non-cash foreign currency in the following cases:

- in the presence of a violation by the Client of any provision of the Agreement or other agreement entered into between the Parties;
- insufficient funds on the account of the Client for the transaction;
- absence, insufficiency or inadmissibility, in the opinion of the Bank, of supporting documents which is the basis for a foreign exchange transaction, including the submission of documents with errors, corrections, deletions or poor quality copies that make it difficult to understand the information;
- receipt of a refusal to register the Client's currency transaction by the Bank in the automated information system of the National Bank of Ukraine "Currency Transaction Limits" (when the Client submits the application for the purchase of non-cash foreign currency without reason / obligation);
- inaccessibility of the requested currency;
- in the absence of offers for the purchase/sale/exchange of non-cash foreign currency at the rate specified by the Client in the relevant application;
- if the application is executed or filed improperly or submitted later than on the time specified by the Agreement;
- presence of any restrictions in relation to the Client's accounts used for the provision of the Service, or to the Client's right to dispose with such accounts;
- in the event that the provision of the Service violates or may, in the opinion of the Bank, lead to a breach of the Law or the Extraterritorial Law.

4.12. In case of refusal to execute the application for purchase/sale/exchange of non-cash foreign currency, the Bank notifies the Client of it through the Remote Servicing System or by making a corresponding mark on the paper application.

4.13. The application for the purchase / sale / exchange of non-cash foreign currency is accepted by the Bank within 30 calendar days from the date of its formation. The foreign exchange application is accepted within the same period, but the day of registration is not taken into account. The application is terminated early by its execution/ return without execution by the Bank or the withdrawal of the application by the Client for the full amount in the manner prescribed by the Legislation and clause 4.10 of this Agreement.

Section 5. RIGHTS AND OBLIGATIONS OF THE PARTIES

5.1. The Bank is entitled to:

5.1.1. Use the funds on the Client's Account, guaranteeing the right of the Client to freely dispose of these funds in accordance with the terms of the Agreement.

5.1.2. Deny the Client in the provision of services under the Agreement in case of violation by the Client of the terms of the Agreement, as well as in other cases stipulated by the Agreement.

5.1.3. Require the Client to provide full information on export, import, leasing and other currency transactions, which are settled through the Account in the Bank, as well as require reporting provided by regulatory acts of the NBU (for cash borrowed from a non-resident, etc.) in accordance with the requirements of the Legislation, for the Bank to act as a currency supervision agent and other documents and/or information.

5.1.4. Modify/establish Tariffs and/or Tariff Package and/or interest rate for using funds in the Account by the Bank in accordance with the procedure specified by the Agreement.

5.1.5. Refuse to the Client to change the Tariffs and/or Tariff Package and/or interest rate for using funds in the Account the Bank and/or

establishing an Individual Tariff on the Account if the initiative on such change comes from the Client.

5.1.6. In the case of initiation of debiting of funds by debt collectors, in the event of the need to purchase, sell currency and/or convert available funds from one currency to another, the Bank has the right to reimbursement at the Client's expense, through contractual debiting, of the necessary commissions for carrying out the relevant payment transaction in foreign currency and payment of any payments provided for by the Legislation on the day of payment.

5.1.7. Require the Client to provide complete and reliable information/documents necessary for conducting its proper verification, updating information, clarifying its identity, essence of activity and financial condition, to provide documents and/or information confirming information about a financial transaction and/or other documents in accordance with the requirements of the Legislation and/or the terms of the Agreement.

5.1.8. Introduce new software, technical and technological tools in order to improve the functioning of the Remote Servicing System.

5.1.9. As part of the work with the Remote Servicing System:

- provide the Client with optional Additional protection measures at the Client's choice; and/or
- to introduce mandatory Additional protection measures, if their provision (for the first time) is free of charge. The Bank informs the Client about the introduction of mandatory additional protection measures through the Remote Servicing System.

5.1.10. Revoke/temporarily block the Public Key Certificate of the Client (its authorized person) in case of violation by the Client of the rules of use/storage of key information or information about the compromise of Private keys or in case of suspicion of compromise of the Client's key information.

5.1.11. Refuse to carry out/ensure the Client's payment transactions in the cases provided for in the Agreement and/or in the presence of facts indicating that the Client has violated the Legislation and/or the Extraterritorial Law, the rules for issuing payment instructions and/or in the event of doubts about the validity of the payment instructions and/or the legality of transactions subject to financial monitoring in accordance with the Legislation.

5.1.12. Deny the Client access to and/or use of the Remote Servicing System from territories/countries/places subject to sanctions or other restrictions in accordance with the Legislation and/or Extraterritorial Law and/or internal regulatory acts of the Bank by blocking access to and/or use of the Remote Servicing System and/or refuse to perform payment transactions, receive other services (including informational ones) provided through the Remote Servicing System in case of initiating/attempting to initiate such transactions or attempting to receive such services.

5.1.13. Exercise other rights provided by the Legislation and/or the Agreement.

5.2. The Client is entitled to:

5.2.1. Use the Account in accordance with the terms of the Agreement and the law.

5.2.2. Indicate in a payment instruction the date of value, which can not exceed the terms established by the Legislation.

5.2.3. In cases stipulated by the Law, and in the presence of sufficient funds on the Account, receive cash on the basis of a cash application submitted to the Bank in accordance with the terms of the Agreement.

5.2.4. Initiate a change in the Tariffs and/or Tariff Package and/or interest rate for using funds in the Account by the Bank in accordance with the procedure established by the Agreement.

5.2.5. In case of disagreement with the change of the Tariffs and/or other terms of service, discontinue the Bank's services and terminate the Agreement in accordance with the procedure established by the Agreement.

5.2.6. Choose any optional Additional Protection Measures offered by the Bank. The Client has the right to choose several Additional Protection Measures for their simultaneous use if the Bank has the technical capabilities for such simultaneous use.

5.3. The Bank undertakes:

5.3.1. To perform payment instructions in accordance with the requirements of the Law and the terms of the Agreement.

5.3.2. To ensure that funds are credited to the Account in accordance with the requirements of the Legislation and the Agreement.

5.3.3. To issue to the Client the statement from its Account on the terms specified in the Agreement.

5.3.4. To accept and issue cash in accordance with the legislation, internal regulations of the Bank and the terms of the Agreement.

5.3.5. To provide the approved Tariffs upon request of the Client.

5.3.6. Subject to the Client's initial registration in the Remote Servicing System and the provision to the Bank of the necessary documents for the formation of the Client's Open Key Certificate in accordance with the Instruction, to connect the Client to the Remote Servicing System and perform its servicing in accordance with the Agreement.

5.3.7. At the request of the Client (its authorized representative), to block the Client's active Open Key Certificate (its authorized representative) in the Remote Servicing System and to form a new Client's Key Certificate (its authorized representative) Certificate in accordance with the Instruction.

5.4. The Client undertakes:

5.4.1. To properly comply with the terms of the Agreement, the requirements of the legislation and internal Rules of the Bank, in particular, to ensure compliance with the requirements of the law on operation of the Account.

5.4.2. Not later than the next business day after the day of receipt of the Account statement, to inform the Bank of all noticed inaccuracies and errors in statements from the Account and/or other documents on non-acknowledgment (non-confirmation) of the balance of the Account.

5.4.3. If the amount of a payment transaction has been credited to the Client's Account without legal grounds (the Client is an improper payee), the Client, within 3 business days from the date of receipt of the notification from the payer's payment service provider about the execution of an erroneous, improper or unaccepted payment transaction, is obliged to initiate a payment transaction for the equivalent the amount of funds credited to it without legal grounds in favor of such payment service provider.

5.4.4. To pay for the services (including payment transactions) of the Bank in accordance with the procedure and on the terms specified in the Agreement.

5.4.5. To notify in writing the Bank of the significant changes in their activities, including but not limited to change of the legal and/or actual address, phone numbers, licenses (permits), changes in the composition of the executive body (s), in relation to any other changes in the information of the Client contained in the Unified State Register of Legal Entities, Individual Entrepreneurs and Public Formations and trade register / (or another similar register or registration certificate in accordance with the legislation of the non-resident Client's country of registration), about the occurrence of events that may affect the risks of legalization (laundering) of proceeds obtained through crime, financing terrorism and/or financing the proliferation of weapons of mass destruction, within three days from the date of submission of such changes/events and within the same time period, to provide duly certified copies of documents regarding changes in the Client's

statutory/registration/permitting documents and documents regulating the powers of the members of its executive body .

5.4.6. To provide the necessary documents and/or other information for the Bank to carry out the functions of the currency supervision agent in accordance with the Legislation not later than within 3 business days from the date of receipt of the request from the Bank.

5.4.7. At the request of the Bank, to provide in full the correct information/documents necessary for identification and/or verification of the Client, clarification of information on its proper verification, updating of information, clarification of its identity, nature of activities and financial condition, to provide documents and/or information confirming the information concerning financial transaction, including contracts and other documents for the export-import transaction and/or other documents in accordance with the requirements of the Legislation and/or terms of the Agreement.

5.4.8. To provide the Bank with paper/electronic confirmation of the remaining funds on the Account(s). as of January 1 of each year. Failure of the Bank to confirm the balances on the Client's Account as at January 31 of this year is considered to be confirmation by the Client as at January 1 of this year on the part of the Client.

5.4.9. To submit to the Bank payment instructions, provided that there is a balance on the Client's Account sufficient for their execution and simultaneous payment to the Bank of the One-off Fee and repayment of arrears regarding the payment of the Periodic and/or One-off Fee in full in the presence of such indebtedness.

5.4.10. To notify the Bank in writing of the change of the state tax service body, in which the Client is registered, within 3 business days from the date of such change.

5.4.11. In case of changing the taxpayer's status, to notify the Bank in writing of such change no later than the next business day from the date of change.

5.4.12. In case the Bank introduces mandatory Additional Protection Measures in accordance with the Agreement, to sign the necessary documents for obtaining Additional Protection Measures within 30 calendar days from the date on which the Bank sends the relevant notice through the Remote Servicing System, if it is provided for by such notice and duly use the Additional Funds protection from the date of their introduction.

5.4.13. To notify the Bank in writing of the availability or receipt of special or exclusive rights to carry out activities that are subject to the regulation of the Government Procurement Law. Notification about the receipt of the specified special or exclusive rights shall be made by the Client no later than on the next business day from the date of their receipt.

5.4.14. Within 30 calendar days, to notify the Bank of a change in their own tax residency status for the purposes of the CRS and/or their status for the purposes of the FATCA Agreement and/or of a change in the corresponding status of the controlling person.

Section 6. PROCEDURE FOR CHANGES OF THE TARIFFS AND/OR INTEREST RATES

6.1. The change of the Tariffs and/or Tariff Package and/or the amount of interest rate for using funds in the Account by the Bank, if it is established by the Agreement, on the Bank's initiative, the Client shall be informed by the Bank by placing the relevant messages on the billboards in the premises of the Bank's institutions and/or sending a message through the Remote Servicing System and/or other means. The Client shall be notified by the Bank of changes in the Tariffs and/or Tariff Package within 14 calendar days prior to the entry into force of these changes, on changing the interest rate for using funds in the Account by the Bank, if it is established by the Agreement, within 2 business days.

In case of disagreement with the change in the Tariffs and/or Tariff Package and/or the amount of interest rate for using funds in the Account by the Bank, if it is established by the Agreement, the Client shall, by the date of entry into force of such changes, be obliged to inform the Bank in writing of it for resolving the issue of termination of the Agreement and closure of the Account.

The fact that the Bank does not receive written notice from the Client about the dissatisfaction with servicing on the new conditions prior to the date of entry into force of these conditions and the Client conducting an account transaction upon entry into force of the new Tariffs and/or Tariff Package and/or interest rate for using funds in the Account by the Bank, if it is established by the Agreement, confirms the Client's consent for its servicing on the new conditions, unless otherwise provided by the Agreement.

6.2. The Tariff Package previously chosen by the Client to another operating Bank's Tariff Package, change of Tariffs or interest rate for using funds in the Account by the Bank, on the initiative of the Client, is changed by:

- the conclusion by the Parties of the relevant supplementary agreement; or
- the submission by the Client of the relevant Application for the change of the Tariff Package or the Application for the establishment of an Individual Tariff or Application on the accrual of interest and acceptance of such application by the Bank in accordance with the procedure established by the Agreement.

The change of the Tariff Package on the initiative of the Client is charged according to Tariffs of the new Tariff Package.

6.3. In case of changing the Tariffs and/or Tariff Package and/or interest rate for using funds in the Account by the Bank, if it is established by the Agreement, the relevant supplementary agreement to the Agreement that is in effect on the date of the changes and/or an Application accepted by the Bank to replace the Tariff Package and/or Application accepted by the Bank for the establishment of an Individual Tariff and/or an accepted Application for interest accrual shall be terminated, unless otherwise provided by the said or other additional Agreement/Application.

6.4. The application for the change of the Tariff Package and/or the establishment of an Individual Tariff and/or interest accruals deemed accepted if the Bank has not sent through the Remote Servicing System a notice of refusal to accept such Application on the date of its receipt by the Bank. Applications submitted to the Bank after 16:00 hours of the business day or on a non-working day are deemed to have been received by the Bank on the next business day. The notice of refusal to accept the Application shall be made by indicating in the Application, not accepted by the Bank, the Bank's notes regarding the rejection and/or non-processing of the Application.

In the event of any dispute between the Parties regarding any Application, the Parties have agreed that the Bank shall serve the Client under the terms and conditions valid until the Client submits the Application for which the dispute arises.

Section 7. DIRECT DEBIT

7.1. The Bank is entitled to carry related and unrelated payment transactions, by contractual debit of funds from the Client's Account(s) to repay the existing debt to the Bank for obligations and/or for services provided in the manner specified by the Agreement or other agreements between the Bank and the Client. List of information required by the Bank to carry out such payment transactions (date and/or time period of execution, currency and amount of execution, basis of execution, purpose of payment, details of accounts to be debited and other terms for such debiting that are not specified in the Rules) determined by the Bank on the basis of the Client's existing obligations under the Agreement and/or other agreements with the Bank.

The Client gives consent to the Bank for the execution of each payment transaction for direct debit (except for cases when such consent is

not required by the Legislation). The fact of concluding this Agreement with the Bank is an indisputable sign of the Client giving the Bank its consent to direct debit. The Client's signature, which certifies the conclusion of this Agreement, is the basis for carrying out a payment transaction based on direct debit. The Client's consent to direct debit does not limit the Bank in the exact amount of each payment transaction or in the maximum amount of all payment transactions, but such consent is limited by the Client's obligations under this Agreement and/or other agreements with the Bank.

Consent to carry out a payment transaction (interrelated payment transactions) may be revoked by the Client at any time, unless otherwise provided by law, but no later than the moment of irrevocability of the payment instruction. The Client's order to withdraw consent is made in an arbitrary paper or electronic form and can be submitted to the Bank personally by the Client (its authorized person) or through the Remote Servicing System, and shall contain a clear reference to a specific payment transaction (related payment transactions) in respect of which consent is revoked. The consent withdrawal order shall be signed by the Client's manager or a person with appropriate authorities.

The Bank processes such an order during the next business day following the date of its receipt from the Client, and, in the event that there are no grounds for non-execution, terminates direct debit from the second business day following the date of receipt of the order by the Bank. The reason for non-execution of the consent withdrawal order is its non-compliance with the terms of this Agreement and/or the Legislation. Withdrawal of consent to carry out a payment transaction (related payment transactions) upon execution of direct debit does not release the Client from the fulfillment of its contractual obligations. At the same time, such withdrawal of consent is grounds for terminating the Agreement at the initiative of the Bank, which the Bank has the right to use in the manner provided for in this Agreement.

In the event that the Bank exercises the right of direct debit, the Bank's payment instructions regarding direct debit have priority for execution in relation to the Client's payment instructions.

7.2. The Bank has the right to carry out related and unrelated payment transactions, by contractual debiting of funds from the Client's Account(s) in favor of the Client (in this case, the payment instruction is formed by the Bank) or in favor of a third party (in this case, the payment instruction is formed by the Bank or a third party who is the payee). The procedure and list of information required by the Bank to perform such payment transactions, as well as the provision of the Client's consent to the execution of payment transactions (date and/or time period of execution, currency and amount of execution, basis of execution, purpose of payment, details of accounts to be debited and other conditions for such direct debit that are not specified in the Rules) are specified in an additional agreement to the Agreement and/or another agreement with the Bank. An indisputable sign of the Bank's granting of the Client's consent to direct debit is the fact of concluding a corresponding additional agreement to the Agreement and/or another agreement with the Bank. The Client's signature, which certifies the conclusion of this additional agreement, is the basis for carrying out a direct debit payment transaction.

Direct debit in accordance with clause 2.6. of these Rules is carried out by the Bank without concluding an additional agreement. An indisputable sign of the Bank's granting of the Client's consent to direct debit in accordance with clause 2.6. of the Rules is the fact of concluding this Agreement with the Bank. The Client's signature, which certifies the conclusion of this Agreement, is the basis for carrying out a direct debit payment transaction according to clause 2.6. of the Rules.

The Client's consent to direct debit does not limit the Bank in the exact amount of each payment transaction or in the maximum amount of all payment transactions, unless otherwise stipulated by an additional agreement with the Bank.

Consent to carry out a payment transaction (interrelated payment transactions) may be withdrawn by the Client at any time, but no later than the moment of irrevocability of the payment instruction. The Client's order to withdraw consent is made in an arbitrary paper or electronic form and can be submitted to the Bank personally by the Client (its authorized person) or through the Remote Servicing System, and shall contain a clear reference to a specific payment transaction (related payment transactions) in respect of which consent is revoked. The consent withdrawal order shall be signed by the Client's manager or a person with appropriate authority.

In cases provided by law, the Client has the right to withdraw the payment instruction. Such withdrawal is possible only in the full amount and before the funds are debited from the Client's Account or before the date of value of the payment instruction (before the moment of irrevocability of the payment instruction). The Client's order to withdraw a payment instruction is made in any manner in paper or electronic form and can be submitted to the Bank personally by the Client (its authorized person) or through the Remote Servicing System, and shall contain a clear reference to a specific payment instruction (its number, date of issue, amount, payee and payer) which is revoked. A mandatory condition for revocation of a payment instruction for direct debit in favor of a third party (when the payee is the initiator of the payment) is the approval of the Bank and such third party. The order to withdraw the payment instruction shall be signed by the Client's manager or a person with the appropriate authority.

The Bank processes the Client's order to withdraw the payment instruction and/or the Client's order to withdraw the consent to the execution of the payment transaction during the next business day following the date of receipt of the order from the Client, and, in the event that there are no grounds for its non-execution, accepts it for execution with on the second working day following the date of receipt of the order by the Bank. The reason for non-execution of the order is its non-compliance with the terms of this Agreement and/or the Legislation.

7.3. In order to repay the debt due to the Bank under the Agreement, the Bank has the right to debit funds from any account of the Client in national and/or foreign currency opened with the Bank, including in the future:

- in the amount and currency of such actual indebtedness of the Client, or
- in an amount equivalent to the Client's indebtedness and the Bank's expenses (commissions, fees, etc., provided for by the Legislation at the time of the transaction), which are related to the purchase/sale/exchange (conversion) of currency at the Ukrainian Forex Market and/or its exchange at the International Forex Market, in the cases, if the funds in the Client's account(s) in the currency of the actual debt are insufficient to repay such debt. In these cases, the Client instructs the Bank to purchase/sell/exchange foreign currency at the Ukrainian Forex Market and/or at the International Forex Market at the Client's expense in the amount of the Client's debt at the rate set by the Bank for this type of transaction (i.e. at the rate of the authorized bank).

7.4. The specifics of carrying out a direct debit and/or withdrawal of consent to carry a payment transaction may be established by other contracts/agreements between the Bank and the Client, including those concluded in accordance with this Agreement.

7.5. If the date of direct debit of funds according to clause 7.1. of the Rules falls on a weekend, holiday or non-working day, in which case the date of direct debit is considered to be the first working day following such weekend, holiday or non-working day. If the date of the direct debit of funds according to clause 7.2. of the Rules falls on a weekend, holiday or non-working day, in such case the date of direct debit is considered to be the first working day following such weekend, holiday or non-working day, and from the date of introduction of the NBU electronic payment system SEP-4.0 the date of direct debit in cases when the initiator of such direct debit is a third-party payee, is considered the corresponding weekend, holiday or non-working day, if such day is an operating day; otherwise, the first working day following such weekend, holiday or non-working day shall be considered the date of contractual debit.

Section 8. LIABILITIES OF THE PARTIES. DISPUTE RESOLUTION

- 8.1. In the event of non-fulfillment or improper fulfillment of obligations under the Agreement, the Parties shall bear liability in accordance with the Legislation, unless otherwise provided by the Agreement.
- 8.2. The Client is liable for complying with the requirements of the Law on the use of funds on the Account (Account Mode) and shall, at the request of the Bank, fully compensate losses incurred as a result of the Client's violation of use of funds on the Account.
- 8.3. The Client is liable for the accuracy of the content of the payment instruction issued by it, as well as for completeness and timely payment by the Client of taxes, fees/insurance premiums (mandatory payments).
- 8.4. The Client is liable for the compliance of the information indicated in its payment instruction with the essence of the transaction.
- 8.5. In case of untimely debit/credit of funds from/to the Account/s of the Client, if it happens through the fault of the Bank in violation of the terms of the Agreement, the latter shall pay the Client a penalty in the amount of 0.01% of untimely payment for each day of delay, but not more than 0, 1% of the payment instruction amount.
- 8.6. The Bank shall not be liable for non-receipt or untimely receipt by the Client of written correspondence sent to its address specified in the Agreement in case of change of details and/or the location of the Client without notice to the Bank of such changes.
- 8.7. The Bank is not liable to the Client and/or third parties for the delay in conducting the payment transaction and/or refusal to provide the Client with the service and/or to carry out the payment transaction if they are not provided by the Bank's Tariffs or the Bank does not have the technical capacity for conducting/rendering and/or the provision of the service and/or payment transaction is impossible through no fault of the Bank and/or in other cases stipulated by the Agreement. The Client guarantees that it will not have any claims to the Bank if the transaction is denied or delayed in accordance with the terms of the Agreement.
- The Client shall inform its counterparties in advance about possible delays in the execution of the payment transaction or the refusal to carry out it.
- 8.8. The Bank is not liable for refusing to provide the Client with the service and/or to carry out a payment transaction and/or execute payment instructions provided by the Client if such refusal is conditioned by the terms of the Agreement, which lead to a violation of the terms and/or completeness of the transfer of taxes, charges (obligatory payments) to the budgets or state target funds established by the legislation.
- 8.9. The Bank is not liable for disclosing information about the Client and/or the essence of the Client's financial transactions to third parties, subject to compliance with the requirements of the Agreement.
- 8.10. Disputes arising during the term of the Agreement shall be resolved through negotiations. In case of failure to reach agreement, the dispute is considered in court in accordance with the Legislation.

Section 9. USE OF INFORMATION AND PROVISION OF CONSENT (PERMISSIONS) BY THE CLIENT

- 9.1. Upon conclusion of the Agreement, the Client gives the Bank its consent and the right to collect, store, process, use, distribute, transmit and receive information (data of the Client, know to the Bank and/or to third parties in connection with the conclusion and implementation of this Agreement, including banking and commercial secrets):
- information required for the Bank to provide payment services;
 - information required when entering into agreements on the assignment of the right to claim and/or the transfer of debt under the Agreement and/or the conclusion of other civil law agreements in accordance with the Legislation to the relevant individuals and legal entities that are party to such agreement;
 - information required by third parties to perform their functions or provide the services of the Bank, including, but not limited to, services for the custodian storage of documents, archives, measures to settle the existing debts of the Client, etc., in accordance with the agreements concluded between such persons (organizations) and the Bank;
 - information required in other cases in accordance with the requirements of the Legislation and/or the Bank's internal regulations and/or the Extraterritorial Law and/or to apply sanctions and/or other measures in the field of financial monitoring, including sanctions of the US Office of Foreign Assets Control (OFAC), the requirements of the US Foreign Account Tax Compliance Act (FATCA), FATCA Agreements and CRS Multilateral Agreements, etc.
- By concluding the Agreement, the Client authorizes the Bank, when the Bank fulfills its obligations established by the Legislation on the management of operational risks and security risks, to provide other providers of payment services and the National Bank of Ukraine with information containing bank, commercial, payment service providers, financial monitoring secrets.
- The transmission and/or dissemination of the above mentioned information about the Client is possible only for the purposes specified in this paragraph, but only to persons who have been given the necessary powers to obtain the relevant information in accordance with the norms of the Legislation and/or the Extraterritorial Law and/or relevant agreements (if any and if necessary to conclude) and/or for the implementation of sanctions and/or other measures in the field of financial monitoring.
- The Client agrees to transfer information about it in accordance with this paragraph through the communication channels that are used by the Bank for the transmission of such information and are protected.
- By signing the Bank Account Agreement, the Client certifies that it understands and agrees with the regime of use of the information specified in this clause of the Agreement.
- The Parties have agreed that the Client will not have any claims to the Bank in case of any actions by the latter specified in this paragraph.
- The Bank undertakes to properly maintain information constituting bank secrecy and is liable for its preservation in accordance with the procedure established by the Law.
- 9.2. In cases of submission by non-resident banks that have correspondent relations with the Bank and through which the Client's financial transactions are carried out, of official requests to the Bank regarding the provision of information regarding the identification of the Client, namely: the documents and information necessary to ascertain the identity of the Client, the nature of its activities and financial condition, etc., and/or information on the essence of the financial transaction performed by the Client, serviced by such non-resident bank, the Client gives the Bank the right to notify/provide the non-resident bank with the requested information and/or copies of documents.
- 9.3. The Bank informs the Client that the Bank is a member of BNP Paribas Group (France), and the Client understands and agrees that any information received by the Bank in relation to the Client may be used within BNP Paribas Group (France).
- The Bank, as part of BNP Paribas Group, complies with the requirements of the anti-money laundering/terrorism financing legislation and standards of BNP Paribas Group, as well as international financial sanctions, embargoes and fight against corruption.
- 9.4. The Bank has the right (including with the involvement of third parties) to record on any media, store and process (including check and use), manually or automatically, any negotiations (by telephone, in electronic form, including chats, etc.) between representatives of the Bank and the Client and their personal data. The Client is obliged to notify all its representatives in writing of such a right of the Bank, to

obtain their consent and to prevent interaction of those representatives who have not given such consent with the Bank. These actions may be carried out, in particular, for the purpose of preserving the results of agreements on the terms of payment transactions and for their implementation, preventing abuse, complying with any regulatory requirements, recommendations, best practices or internal policies and in other cases.

9.5. The procedure for granting (withdrawing) the Client's consent to provide access to its Account for third-party payment service providers (open banking) shall be determined in an additional agreement to this Agreement.

9.6. By signing the Agreement, the Client confirms that it:

- has received the information provided by the Bank (including the terms of the Agreement), specified in Art. 12 of the Law of Ukraine "On Financial Services and State Regulation of the Financial Services Market" and specified in the Law of Ukraine "On Payment Services";
- has given the Bank consent to perform payment transactions in the cases stipulated by this Agreement.

9.7. 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.

Section 10. PECULIARITIES OF SERVICING OF THE CURRENT ACCOUNTS OF THE NON-RESIDENT CORPORATE CLIENTS

10.1. Unless otherwise established or derived from the provisions of this section of the Rules the provisions of the Rules apply to the relationship with non-residents corporate Clients on providing payment instructions, opening, servicing, closing current Accounts (except investment accounts), including the execution of transactions for the purchase/sale/exchange of non-cash foreign currency, and servicing of products in the Remote Service System.

10.2. Within the framework of this Agreement, non-resident corporate Clients are not provided with services for cash receipt and/or cash withdrawal (delivery of cash proceeds) from / to the current Account (s), services for crediting the Account (- s), i.e. for overdraft facility.

10.3. In order to ensure the functions of a currency control agent over transactions of the non-resident corporate Clients, the Bank is obliged first credit the funds received by this Client to a distribution account (except for the funds obtained for foreign exchange trading operations on the Ukrainian forex market, transferred from other own accounts of this Client, obtained as interest accrued on the balance of this Client's account).

The Bank has the right to account the funds received in favor of the non-resident corporate Client- in the distribution account within the period established by the Legislation to determine the compliance of the Client's transaction with the requirements of the Legislation. Funds received in favor of the non-resident corporate Client are transferred by the Bank from the distribution account to the Account of this Client considering documents (information) confirming compliance of the Client's transaction with the requirements of the Legislation were provided to Bank.

10.4. In order to perform the functions of a tax agent, the Bank has the right in the cases and in the manner prescribed by the tax legislation of Ukraine, when paying income in favor of non-resident Clients, to withhold from the amount of income paid by the Bank in favor of such Clients, income tax with a source of their origin from Ukraine.

Section 11. PROCEDURE FOR THE CONCLUSION, MODIFICATION, AND TERMINATION OF THE AGREEMENT

11.1. The Agreement enters into force from the date of signing by the Parties of the Bank Account Agreement, and in respect of servicing through the Remote Servicing System from the date specified in the Agreement. The Agreement is entered into for an indefinite period. The Agreement shall be terminated with the consent of the Parties or in cases specified by the Legislation and/or the Agreement.

11.2. Upon the conclusion of the Bank Account Agreement, each Party undertakes to endorse each page of the Bank Account Agreement by signing each page by the authorized representative of the relevant Party. The Rules are not subject to signing or endorsing.

11.3. The Rules are public, are developed for an indefinite period and come into force from the date stated upon their placement in the Uriadovy Kurier newspaper or other official printed publication, as well as on the web-site <https://ukrsibbank.com/> and/or on information boards in Branches of the Bank.

11.4. The Rules may be revoked or may be changed the Bank by posting amendments to the Rules or revised Rules in the newspaper "Uriadovy Kurier" / "Holos Ukrainy" or in another official publication or at <https://ukrsibbank.com/>, or on information boards at branches of the Bank, or in statements from the Account. The notice regarding amendments to the Rules or the revision of the Rules shall indicate the date of publication of amendments to the Rules and the Starting Date of validity of such amendments to the Rules.

11.5. Changes to the Rules shall become effective:

- a) from the Starting Date of the amendments to the Rules specified in the notice, if such changes do not worsen the terms of service of the Client (in particular, amendments to the Rules do not lead to additional expenses of the Client, do not increase its responsibility for the protection of its rights or interests, increase of security of performance of transactions or information transfer under the Agreement) and/or if changes to the Rules provide for the rendering of a new service and the Client applies to the Bank for such service and/or if such changes are caused by the requirements of the Legislation of Ukraine;

- b) from the Starting Date of amendments to the Rules, but not earlier than in 14 calendar days from the date of publication of such amendments to the Rules specified in the notice - in all other cases.

By concluding the Agreement, the Client agrees with the procedure for changing the terms of these Rules and/or the Agreement as set out in this paragraph, and also confirms that the amendments made to the Rules in accordance with this paragraph do not require the conclusion of a separate supplementary agreement by the Parties and become an integral part of the Agreement after their entry into force.

In case of disagreement with changes to the Rules, the Client is obliged to inform the Bank in writing about the termination of the Agreement. Making at least one transaction in accordance with the Agreement after the entry into force of the amendments to the Rules confirms the Client's consent with such amendments to the Rules.

In case of revocation of the Rules, they continue to regulate the relations between the Bank and the Clients with whom the Agreement has been concluded and are effective for each of them in the last edition, which is valid before the cancellation, until the full performance of all obligations under the Agreement between the Bank and the Client.

11.6. Unless otherwise provided by the Agreement, amendments and/or additions to the Agreement shall be entered into as follows:

- by the conclusion of a relevant supplementary agreement by the Parties; or
- regarding the terms of the agreement, which according to the Law are not essential and/or if the changes improve the conditions of service of the Client and/or if such changes are caused by the requirements of the Legislation, by sending by the Bank to the Client a relevant

written notice within 14 calendar days before the scheduled date of validity of such changes. The fact of failure by the Client to provide a written notice of disagreement with the proposed amendments to the Bank within the specified 14-day period (from the date of written notification by the Bank to the Client) and/or making a transaction by the Client after the entry into force of these changes, the Client agrees to such changes to the Agreement.

11.7. On the initiative of the Client, the Account is closed:

- on the basis of the Client's application, and/or
- in the event of the Client's disagreement with the changes to the Agreement proposed by the Bank.

The Client's application to close the Account shall contain all the necessary details provided for by law and can be submitted by the Client in paper or electronic form by sending it by post and/or courier, and/or via Remote Servicing System channels, and/or submitted in person or by proxy in person at the Bank's service branch. If the Client wishes, it can take advantage of the opportunity to submit such a statement using the template provided by the Bank.

All available cash balances are transferred to the account specified by the Client or to the respective intra-bank account and may be received by the Client at its first request, taking into account the requirements of the Legislation.

In case of termination of the Agreement on any grounds specified in this clause, the Client is obliged to repay the existing debt to the Bank under the Agreement not later than on the date of termination of the Agreement.

11.8. The Parties have agreed that the Agreement may be terminated and/or the Account may be closed at the initiative of the Bank in the following cases:

- in case of absence of movement and/or balance of funds on the Client's Account within 6 months, and/or
- in cases stipulated by the applicable legislation and/or Extraterritorial Law and/or the Agreement, or in case of violation by the Client of the terms of the Agreement, and/or
- in the event that the Client carries out risk activities, including, but not limited to, transactions the conduct of which through the Bank causes or may cause, in the opinion of the Bank, violations of the legislation and/or extra-territorial legislation and/or international sanctions, including counteraction to legalization (laundering) of proceeds from crime, terrorist financing and financing of proliferation of weapons of mass destruction, and/or
- in the event that the Client carries out risk activities, including, but not limited to, cooperating and/or having in its structure and/or otherwise related persons, the interaction and/or any connection with which, in the opinion of Bank, lead or may lead to violations of the legislation and/or extra-territorial legislation and/or international sanctions, including counteraction to legalization (laundering) of proceeds from crime, terrorist financing and financing of proliferation of weapons of mass destruction, and/or
- in the event of the occurrence or possibility of occurrence of any event, result or circumstance with respect to the Client or transactions carried out by the Client which in the opinion of the Bank may have a negative impact on the Bank and/or BNP Paribas Group, including, but not limited to, or may cause material damage and/or have a negative commercial impact for the Bank and/or adversely affect our reputation and/or that of BNP Paribas Group and/or, in the Bank's opinion, lead or may lead to any other negative consequences for the Bank and/or BNP Paribas Group, and/or for
- in case of technical impossibility of servicing of the Client by the Bank in the future.

The obligations of the Parties under the Agreement are terminated in full, unless otherwise arising from the Agreement and the Account Bank shall be closed by the Bank after sending a notice to the Client, but not earlier than 14 (fourteen) calendar days from the date of such written notice. In the case of arrears to the Bank, the Bank may demand payment of the debt in the manner and on terms specified in the notice, and the Client shall repay to the Bank in the manner and on terms specified in the notice, in which case the obligations in respect of repayment of debts to the Bank exist until they are fully executed by the Client.

Moreover, a sufficient reason for termination of the Agreement is the Bank's relevant reference to the relevant clause of the Agreement in the notification without further explanation of the circumstances of its termination.

The Parties have agreed that the notice may be on paper or electronic and sent by post and/or courier and/or remote service system channels and/or otherwise.

The Parties have agreed that if the Bank exercise the right specified in this clause, all available cash balances on accounts transferred to the account specified by the Client or to relevant intra-bank account and may be received by the Client on its first request, subject to the requirements of the law.

11.9. Seizure imposed on the funds shall not be terminated in case of closure of the Account at the initiative of the Client or the Bank in cases determined by the legislation of Ukraine. The Bank transfers and records the funds seized from the Client's account on the relevant balance sheet for further execution of the debt collector's payment instructions in the event of their receipt.

**Deputy Chairman of the Management Board
Head of the Legal Department of JSC UKRSIBBANK**

O. V. Polianchuk