



**RULES (CONTRACTUAL TERMS)
OF THE SERVICING OF BUSINESS ENTITIES, SEPARATE UNITS OF LEGAL ENTITIES, INDIVIDUALS ENGAGED IN
INDEPENDENT PROFESSIONAL ACTIVITIES, REPRESENTATIVE OFFICES - CLIENTS OF JSC “UKRSIBBANK”
(with all amendments)**

SCOPE OF APPLICATION OF THE RULES

These “Rules (Contractual Terms) of the Servicing of Business entities, separate units of legal entities, individuals engaged in independent professional activities, representative offices - clients of JSC “UKRSIBBANK” (hereinafter referred to as the Rules) are a proposal to conclude an agreement on the terms established by the Bank and are used to settle the relations under agreements between the Bank and the Clients.

- in the event that such Agreement contains a reference to these Rules, or
- if such Agreement is concluded on the terms of the **Rules (Contractual Terms) of the Opening and Servicing of a Bank Account of Business Entities, Notaries, and Lawyers which are Clients of JSC “UkrSibbank”**, published in newspaper “Holos Ukrainy” No. 99 (4849) dated 02.06.2010, hereinafter renamed into the **Rules (Contractual Terms) of the Opening and Servicing of a Bank Account of Business Entities, Separate Units of Legal Entities, Self-Employed Persons, Representative Offices which are Clients of JSC “UkrSibbank”** (as subsequently amended) or transferred for maintenance under the terms of these rules by another document.

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 the terms of service for business entities, separate units of legal entities, individuals engaged in independent professional activities, representative offices which are Clients of JSC “UKRSIBBANK” concerning:

- procedure for opening, servicing, closing an account (s), and/or
- procedure for providing services through the remote service system, and/or
- procedure and terms for granting, servicing and repayment of a loan and/or Overdraft, and / or.
- procedure and terms for granting/opening, servicing of Trade Finance Transactions.

The terms of these Rules apply to each Agreement concluded between the Parties, unless otherwise follows from the essence of a particular Agreement.

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

TERMS AND ABBREVIATIONS, USED IN THE RULES

(listed in alphabetical order)

“**Act**” is an act confirming the terms and conditions under which Tranches have been provided/extended to the Client, executed in the form established by the Bank;

“**Annuity Payment**” is the amount of money consisting of a Term Interest and Term Amount of the Loan and payable on the terms and within the period specified in the Loan Agreement. The amount of the Annuity Payment is calculated as follows:

$$A = K \times \frac{(1+n)^t \times n}{(1+n)^t - 1}, \text{ where}$$

K is the remaining term amount of the Loan on the date of calculation of the amount of the Annuity Payment;

n is the monthly interest rate (calculated as an annual interest rate divided by 12 months);

t is the number of months of the remaining loan term on the date of calculation of the amount of the Annuity Payment.

The result of the Annuity Payment calculation can be rounded up to a multiple of five. The last Annuity Payment is equal to the balance of the debt at the beginning of the last period and the interest accrued for the use of the Loan in the last period.

“**Affiliate**” means a Subsidiary of the Entity, a parent company of the Entity or any other Subsidiary of a parent company of the Entity;

“**Bank**” is JSC “UkrSibbank”.

“**Beneficiary**” is a person specified by the Client in the Application for a Trade Finance Transaction, in whose favor such Trade Finance Transaction is opened/provided;

“**Budget Organization**” is a body of state power, body of local authorities, as well as organization duly created by them, which is fully maintained at the expense of the state or local budget;

“**Public Key**” is a Public Key in the meaning of the Law “On Electronic Trust Services”;

“**Statement**” is a report/confirmation on cash flows on the Account (s) for the transactions performed and the balance of the Account (s), which is provided by the Bank at the request of the Client;

“**Group**” is a set of companies related to the Client through joint economic activities or those that are in control relations (within the meaning of Article 2 of the Law of Ukraine “On Joint Stock Companies”) or have a share, directly or indirectly (through other physical or legal persons), in the authorized capital of other companies or have one ultimate beneficial owner.

“**BNP Paribas Group**” is a legal entity called BNP Paribas SA, established and operating under the Legislation of France and registered in the Commercial Register of Companies of France (Paris) under number 662042449, as well as its members, including legal entities (including

their branches and structural units), where BNP Paribas SA is a shareholder (member) and/or which is directly or indirectly controlled by BNP Paribas S.A. through the holding of equity or shares in the authorized capital, regardless of the actual size of the shareholding and/or contractual or actual control.

“Tranche Granting Date” is the date on which the Lender provides a Tranche to the Borrower, which shall fall on a business day and is indicated in the Tranche Application;

“Commencement Date of Amendments” to the Rules is the date specified in the notice on amendments to the Rules starting from which such changes to the Rules become valid and effective;

“Publication Date of Amendments to the Rules” is the date of publication in the “Uriadovyi Kurier” newspaper or other official printed publication, either on the web-site <https://ukrsibbank.com/>, or on information boards at the Bank's offices, or in Statements. The specific date of publication of amendments to the Rules shall be indicated in the notice on amendments to the Rules.

“Annuity Payment Date” is a day of each calendar month specified in the Loan Agreement and on which the Client is obliged to pay the Annuity Payment;

“Cash and Settlement Services Agreement” is a questionnaire agreement for the opening and servicing of a bank account (with the Rules), concluded by the Bank and the Client on the terms of these Rules or the rules listed in the recitals of these Rules, without appendices;

“Trade Finance Transaction Agreement” means an agreement on trade finance transactions, guarantee agreement and/or letter of credit agreement concluded between the Client and the Bank.

“Overdraft Agreement” means a separate agreement concluded between the Client and the Bank under the cash and settlement services agreement or bank account agreement, which determines the terms of granting and servicing of the Overdraft on the Client's Account, together with these Rules and all additional agreements and other appendices concluded thereunder;

“Agreement” is a separate agreement under which the Client is provided with the relevant Product, namely the Cash and Settlement Services Agreement, or the Loan Agreement, or the Overdraft Agreement, or the Trade Finance Transaction Agreement, with all appendices, including Tariffs concluded by additional agreements, these Rules, as well as the agreement (additional agreement or any other document) based on which the relevant agreement is subject to these Rules;

“Additional Protection Means” is protection means that are applied/may be applied for additional protection and/or verification of the admissibility of the information being formed, transmitted and/or processed electronically through the Remote Servicing System.

“Subsidiary” is a legal entity controlled by another legal entity;

“Trade Finance Transaction” is a letter of credit (including reserve letter of credit), guarantee, counter-guarantee, collection;

“Electronic Document/Electronic Settlement Document” is a settlement or other document, any contract, any agreement, including an individual agreement (within the General Agreement on the provision of credit services), relevant applications to the Loan Agreement, in electronic form, formed as prescribed by the Rules and/or by the legislation;

“Electronic data” - any information in electronic form;

“Electronic signature” - electronic data that is added by the signatory to other electronic data or logically associated with them and used by him as a signature; **“Qualified Digital Signature”** is a qualified electronic signature in the sense of the Law “On Electronic Trust Services”. The Qualified Digital Signature is a mandatory detail of an electronic document, which is used to identify the author and/or signer of an electronic document by other subjects involved in the electronic document management. The creation of an electronic document is completed by applying the Qualified Digital Signature;

“Qualified electronic seal” - an advanced electronic seal, which is created using a qualified electronic seal and is based on a qualified electronic seal certificate

“Qualified public key certificate” - within the meaning of the Law "On electronic trust services";

“Security” means any collateral (mortgage, pledge, guarantee, corporate guarantee, cash coverage, etc.) provided to secure the fulfillment of obligations under the Loan Agreement, the Overdraft Agreement and/or the Trade Finance Transaction Agreement.

“Legislation of Ukraine” is the applicable legislation of Ukraine, including regulations of the National Bank of Ukraine and executive authorities of Ukraine.

“Extraterritorial Legislation” means regulatory legal acts of the United States, the European Union and other countries of the world, as well as regulatory documents of the United Nations and/or other international organizations whose decisions are binding in the territory of Ukraine and/or in France and/or the territories of the BNP Paribas Group presence countries (*the list of countries where the BNP Paribas Group is present can be found at Paribas Group <https://ukrsibbank.com/>*), the Policies and Procedures of BNP Paribas Group, including those aimed at the implementation of the regulatory acts specified in this definition.

“Application for OTP Activation/Deactivation” is an application in the form approved by the Bank, provided by the Client for activation or deactivation of OTP. According to the Rules, if such Application provides for the activation of OTP, it is called an OTP Activation Application, and if it provides for deactivation, then it is called an OTP Deactivation Application.

“Tranche Application” is it is an application for the issuance of the Tranche provided by the Client to the Bank in the manner and on the terms of the Loan Agreement, in the form established by the Bank in the appendix to such Loan Agreement, and may be submitted by the Client both on paper and in electronic form. The application for the issuance of the Tranche on paper is submitted in two original copies at the address specified in the Loan Agreement as the address for correspondence, and must be signed by an authorized representative of the Borrower. The application for the issuance of the Tranche in electronic form is submitted through the Remote Service System and must be signed by a Qualified Electronic Signature of the Borrower. By submitting the Application for the Tranche, the Borrower irrevocably assumes the relevant obligations under the Loan Agreement.

“Documentary Transaction Application” - an application on the opening of a letter of credit and a Statement on the provision of a guarantee / counter-guarantee, both jointly and severally;

“Means of qualified electronic signature”, “Means of qualified electronic seal” - in the meaning of the Law "On electronic trust services";

“Trade Finance Transaction Application” is an application on the opening of a letter of credit and application on the provision of a guarantee/counter-guarantee, both jointly and separately.

“Tranche Extension Application” is an application which is a separate agreement for extension of a Tranche provided by the Client to the Bank in the manner and on the terms specified in the Loan Agreement, in the form established by the Bank to extend the Tranche;

“Instructions” are 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.

“**Information Notice**” are notifications sent to the Client through mobile operators in the form of SMS-messages, instant messaging system (messengers), via RSS or other channels specified by the Bank;

“**Material Adverse Effect**” means any event, outcome or circumstance which, in the opinion of the Bank, has or may have a material adverse effect on:

a) activities, operations, property or condition (financial or otherwise) of the Client; or

b) ability of the Client to fulfill its obligations under the Agreement or ability of another person to fulfill its obligations under the document which creates security for the fulfillment of the Client's obligations under the Agreement (if any); or

c) validity, enforceability or validity of the Agreement or any document that creates security for the fulfillment of the Client's obligations under the Agreement (if any), or the rights or means of protection of the Bank's rights under the Agreement or under the said documents.

“**Client**” is both a resident and a non-resident of Ukraine which is a business entity, a separate unit of a legal entity, an individual engaged in independent professional activities, persons acting on the basis of an agreement on joint activities without establishing a legal entity, representative office (permanent, official), which have entered into an Agreement with the Bank.

“**Contract**” is a contract (agreement, arrangement), tender documentation with an offer to participate in the bidding, which stipulates the settlements in the form of a letter of credit or where a guarantee/counter-guarantee is required to be provided under the Trade Finance Transaction Agreement;

“**Control**” is direct or indirect ownership of a share in the authorized capital of a legal entity in the amount that provides a decisive influence on the voting results and/or on the basis of an agreement with other members of the legal entity or otherwise provides a decisive influence on the management of the entity, and/or on the formation of a majority in management, supervisory and executive bodies of business entities;

“**Loan**” is funds provided by the Bank to the Client in the amount and on the terms established by the Loan Agreement;

“**Credit Facility**” is a form of granting a Loan, which provides for granting a Loan to the Client in one or several Tranches within the established Credit Facility Limit during the loan period in accordance with the terms of the Loan Agreement;

“**Loan Agreement**” is General agreement on the provision of credit services (for the provision of credit, credit line, overdraft), Loan agreement (for the provision of credit) or General credit agreement (for the provision of credit line), concluded between the Parties, which determines the procedure and conditions for granting credit or credit line or Overdraft, together with the Rules and all additional agreements and other annexes concluded to it; “**Notification letter**” - a message of information content sent by the Bank to the Client for the purpose of notifying / informing the Client about possible conditions for granting the Loan (not considered an offer);

“**Overdraft Limit**” is the maximum allowable amount of the Client's debt to the Bank under the total amount of the Overdraft used in accordance with the terms of the Overdraft Agreement;

“**Credit Facility Limit**” is the maximum allowable amount of the Client's debt to the Bank under the total amount of Tranches granted (excluding interests, fees, other payments) at any time of the Loan Agreement, in case of granting a Loan in the form of a Credit Facility;

“**Parent Company**” is a legal entity specified as such in the Loan Agreement and/or the Overdraft Agreement and/or the Trade Finance Transaction Agreement;

“**IFEM**” is an International Foreign Exchange Market;

“**UFEM**” is the Ukrainian Foreign Exchange Market;

“**NBU**” is the National Bank of Ukraine;

“**Unauthorized Overdraft**” is the Client's indebtedness to the Bank on the Account (-s), which has arisen as a result of exceeding the available funds limit and which is not stipulated in the Agreement and is not predictable in terms of the amount and time of occurrence;

“**Key Information Carrier**” is an external storage medium for storing and using the key.

“**Person**” is any individual or legal entity or organization;

“**Sanctioned Person**” means any Person which is a subject or target of Sanctions;

“**Personal Key**” is a personal key in the meaning of the Law “On Electronic Trust Services”;

“**OTP**” is a one-time password generated by the OTP one-time password generator (token) provided by the Bank to the Client or sent by the Bank in the form of an Information Notice to the Client's mobile phone numbers specified in the Client's OTP Activation Application or generated/sent otherwise as determined by the Bank;

“**Overdraft**” is a short-term loan in the form of a revolving Credit Facility provided to the Client by crediting the Account in accordance with the terms of the Overdraft Agreement.

“**Periodic Fee**” is a monthly commission for cash and settlement servicing of the Account, which the Client pays in accordance with the Tariffs of the Bank in the specified period for a certain period of servicing of the Account (-s) by the Bank.

“**Product**” is a set of services provided by the Bank to the Client on the basis of the Current Bank Account Opening and Servicing, Deposit Account, Loan Granting and Servicing, Trade Finance Transactions Agreements or agreements on other services to be provided by the Bank;

“**Provider**” - a Qualified provider of electronic trust services which, within the interaction of the Bank and the Client under the Loan Agreement, is the accredited key certification center of JSC "UKRSIBBANK”;

“**Overdue Overdraft Amount**”, “**Overdue Loan/Tranche Amount**”, “**Overdue Recourse Amount**”, “**Overdue Interest**”, “**Overdue Fees**” are the Client's debt on the used amount of an Overdraft, Loan/Tranche, for payment of the Recourse either on interests or fees, respectively, where the Client has violated the terms/conditions of repayment stipulated by the Agreement;

“**Account**”/“**Accounts**” are current account/accounts opened for the Client in accordance with the Agreement.

“**One-off Fee**” is a commission for a one-time service of the Bank, which the Client pays simultaneously with the relevant transaction on the Account in accordance with the terms of the Agreement and the applicable Tariffs of the Bank.

“**Recourse**” is cash in an amount equal to the amount of payment made by the Bank at its own expense for the Trade Finance Transaction;

“**Cash and Settlement Servicing**” is the provision of services related to the transfer of funds from/to the Account (-s), the issuance of funds to the Client in cash, as well as the implementation of other cash and settlement transactions;

“**Sanction (s)**” means any economic or trade sanctions, asset freezes or other restrictive measures applied by BNP Paribas or which BNP Paribas shall comply with, including those imposed, enforced or administered by the United Nations, the European Union, the United States, France or any other relevant official sanctions-imposing body. *This term does not include measures imposed by bodies, organizations and institutions, the sanction programs of which can be considered measures to combat boycott;*

“**Sanctioned Country**” is a country, including its government or territory, which is subject or target of any Sanctions;

"**Signer**" - a person who creates an electronic signature and is, respectively, a Client (if acting independently to a business entity or a person engaged in independent professional activity) or an authorized person of the Client - a legal entity or an authorized person of the Bank;

"**Public Key Certificate**" is a document certifying the validity and ownership of the Public Key.

"**Remote Servicing System (RSS)**" is 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 "StarAccess", "UKRSIB business "or another system implemented by the Bank for the purpose of remote servicing of the Client.

"**Parties**" are the parties to the Agreement: the Bank and the Client;

"**Overdraft Term Amount**", "**Loan/Tranche Term Amount**", "**Recourse Term Amount**", "**Term Interest**", "**Term Fees**" are the Client's debt on the used amount of an Overdraft, Loan/Tranche granted, for payment of the Recourse either on interests or fees, respectively, where the Client has not violated the terms/conditions of repayment stipulated by the Agreement;

"**Tariff Package**" is 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' according to the specified Tariffs. The selection by the Client of a particular Tariff Plan is set in the Agreement.

"**Tariffs**" are tariffs of the Bank, which determine the main terms and conditions of Settlement and Cash Servicing of the Account (-s), provision of services related to advising and servicing incoming Trade Finance Transactions, as well as collection operations approved in accordance with the Bank's internal regulations and posted at <https://ukrsibbank.com/> and on information stands in the premises of the Bank's units, which are an integral part of the Agreement;

"**Tranche**" is the amount of the Loan in whole or in part provided to the Client in the manner and on the terms specified in the Loan Agreement;

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

Section 1. SCOPE OF THE AGREEMENT

Based on the relevant Agreement concluded between the Parties, on the terms and conditions determined thereunder, the Bank:

- 1.1. opens the Account (s) in national and/or foreign currencies for the Client for storage of funds and implementation of the Settlement and Cash Servicing in accordance with the terms of the Agreement and the requirements of the Legislation; and/or
- 1.2. provides the Client with services for remote servicing of the Client's Products and exchanging of technological and other information through the Remote Servicing System; and/or
- 1.3. provides the Client with a Loan/Overdraft, and the Client undertakes to use it properly, repay the Credit/Overdraft used and pay interest for its use and other payments in accordance with the terms of the Agreement; and/or
- 1.4. opens/provides, receives/advises, maintains and executes Trade Finance Transactions.

Section 2. CASH AND SETTLEMENT SERVICES

2.1. Opening of an Account (-s).

The Bank opens the Client's Account (-s) on the basis of the concluded Settlement and Cash Servicing 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 (-s). The Account number, information on the type, currency and Tariff Package are indicated in the relevant supplementary agreement to the Settlement and Cash Servicing Agreement. The opening of other Accounts shall be further effected by concluding by the Parties a relevant supplementary agreement to the Settlement and Cash Servicing Agreement.

Opening an Account (-s) in a foreign currency is possible only provided preliminary opening of the Account in national currency for payment of services of the Bank in accordance with the Tariffs.

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

2.2. Procedure for Submission of Settlement Documents and Their Execution. Crediting of Funds to the Account (-s).

2.2.1. The settlement document may be either in paper or in soft copy. The Electronic Settlement Document is submitted through the Remote Servicing System or other system, according to the terms of the Agreement.

2.2.2. The settlement document is submitted to the Bank personally by the Client (or its authorized person). Documents returned by the Bank are also received by the Client (or its authorized person) in accordance with the terms of the Agreement.

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

The Bank executes settlement documents in accordance with the terms of the Agreement:

- on the day they are received, if received by the Bank during the operating hours;
- on the next business day, if received by the Bank after the operating hours, but at the request of the Client and in the presence of the Bank's technical ability, such settlement documents may be executed on the same day in accordance with the Tariffs.

The duration of the operating day/operating hours is set by the Bank at its own discretion and is reflected in its internal documents.

2.2.3. At the Client's request and if the Bank has the technical ability, the latter has the right to execute settlement documents taking into account the amounts received on its Account (s) during the operating hours (current inflows).

2.2.4. When crediting funds in national currency to the Account according to the Settlement Documents, the Bank checks the Account number and the Client code in accordance with the Unified State Register of Enterprises and Organizations of Ukraine/taxpayer registration (account) number/individual taxpayer's account card registration number(passport series and number, if the individual refuses to accept the individual taxpayer's account card registration number and has a relevant mark in the passport) or the registration (account) Number of the taxpayer assigned by the regulatory authorities to the non-residents Clients-business entities and their representative offices in Ukraine, and in case of mismatch, the Bank returns the amount of the transfer to the sender.

When crediting funds in foreign currency to the Account according to the Settlement Documents, the Bank checks the Client's name, Account number and purpose of payment and in case of absence/mismatch, the Bank retains the amount of the transfer for a period specified by the Legislation to inaccurate details. If it is impossible to establish the appropriate recipient, the Bank returns the amount of the transfer to the sender.

Prior to the value date specified in the Electronic Settlement Document, the Bank notifies the Client of the receipt of funds on its Account and value date by indicating this information in the Statements and/or personal notice of the Client by phone (fax) and/or message via the Remote Servicing System and/or otherwise as determined by the Parties.

2.2.5. The priority of execution of settlement and/or cash documents of the Client by the Bank shall be determined by the Legislation, except in cases specified by the Agreement.

2.3. **Delay of Execution of Transactions and Refusal to Execute.**

The Bank shall be entitled to delay execution of the transaction and/or refuse to execute the transaction for transferring funds to the Account or debit funds from the Account and/or execute the settlement and/or cash documents provided by the Client under this Agreement in the following cases:

- a) if the Client's Account does not have sufficient funds to execute the settlement and/or cash document 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/operations requested by the Client are not provided by the Tariffs of the Bank or the Bank does not have the technical possibilities for their provision/execution; and/or
- c) if, in respect of the Client's operation, 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 fails to provide the necessary documents and/or information to the Bank on the nature of a financial transaction and/or identification of persons involved in its implementation and/or contracts and other documents proving the existence of grounds/obligations for foreign exchange transactions 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), the essence of the operation, and/or
- f) if the services requested by the Client are subject to the restrictions established by the Extraterritorial Legislation 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
- i) in other cases stipulated by the Legislation and/or the Agreement.

The Bank refuses to provide the Client with the services (make transactions) and/or the execution of the Settlement and/or Cash Documents provided by the Client under the Agreement in the following manner:

- in case of refusal to execute a paper settlement document: by returning the settlement document and/or cash document to the Client unexecuted, indicating on the reverse side of such document the date and reason for return without execution (this is evidenced by the signatures of the responsible officer of the Bank and the controller, and with the stamp of the Bank imprinted).
- in case of refusal in execution of the Electronic Settlement Document: by its non-execution. The Bank notifies the Client of it through the Remote Servicing System, indicating the date and reason for return without execution of the Electronic Settlement Document.

The reason for non-execution of the settlement and/or cash document is indicated with reference to the article of the law of Ukraine and/or paragraph of the regulation of the National Bank of Ukraine, and/or the provision of the Agreement, according to which the settlement document can not be fulfilled, if required by the legislation.

The paper settlement and/or cash documents 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.

In case of delaying the execution of a transaction in accordance with the terms of the Agreement, the Bank notifies the Client through the Remote Servicing System and/or otherwise

2.4. **Statements.**

The Bank forms a Statement on a daily basis, provided that there is a cash flow on the relevant Account. The paper Statement is provided to the Client at its first request, but not earlier than the next business day after the day of transactions on the Account. The Statement may be provided to the persons specified in the list of persons who, in accordance with the Legislation, have the right to dispose of the Client's Account and sign settlement documents, or to the Client's authorized person on the basis of a power of attorney.

The Bank transfers/returns to the Client its settlement documents, including electronic settlement documents, confirming the debiting/crediting of funds from/to the Account or other documents personally to the Client (its authorized person) together with a Statement on the day it is provided to the Client, unless otherwise stipulated in the terms of the Agreement.

2.5. **Erroneous Transfer.**

In case of incorrect crediting by the Bank of funds to the Account (-s) through the Bank's fault, the Client entrusts 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 (-s) by a memorial order, and the Client guarantees that he/she will not have demands regarding damages.

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

2.6. **Cheque Book.**

The Bank draws up a cheque book for the Client on the basis of the relevant application of the Client. The Client has the right to receive a cheque book within 30 calendar days from the date of submission of the specified application to the Bank. In case the Client does not receive a cheque book within the specified period, such cheque book is considered invalid, is not issued to the Client and is subject to destruction in the manner prescribed by law.

2.7. **Procedure for Cash Receipt and Cash Withdrawal by the Client.**

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

2.7.2. The Client may hand over cash proceeds for crediting to the Account (s) at the Client's choice:

- daily (on the day of receipt of cash at the Client's cash desk);
- on the day following the day of receipt of cash at the Client's cash desk;
- at least once every five business days.

Cash proceeds are credited to the Account (s) on the day of receipt if received during the operating hours and on the next business day if received after the operating hours.

The procedure for depositing of cash proceeds to the authorized Bank is determined by the Client independently: with the help of the cash collection service or independently by the Client to the day/evening cash desk of the Bank.

2.7.3. The cash limit is set by the Client independently, in accordance with the requirements of the Legislation.

If the Client does not exceed the cash limit on certain days, it may not hand over cash to the Bank in due time.

If the Client works on weekends and holidays and, due to no relevant collection agreement with the Bank, cash hand-over is not possible during these days, it shall be handed over by the Client to the Bank during the operating hours of the next business day.

2.7.4. If initiated by the Client, the terms of hand-over of cash proceeds may be revised. The Client's documents, based on which the term of delivery of cash proceeds is revised, are attached to the Agreement and shall be signed by the Client (its authorized person). The Client is responsible for the accuracy of the documents submitted to the Bank and the relevant indicators specified in these documents.

2.8. Features of Servicing of Accounts for Crediting of Insurance Funds.

2.8.1. In case the Client, who is an employer, opens a separate Account for crediting of insurance funds, the Client confirms that he/she is acquainted with the features of the use of such Account and funds thereon, in particular, but not limited to:

- insurance funds credited to such Account may be used by the Client exclusively for the provision of material support and social services to the insured persons in accordance with the law;
- insurance funds credited to such Account may not be used to satisfy creditors' claims, to recover based on enforcement and other documents, under which funds are collected in accordance with the law.

2.8.2. The Client undertakes to immediately notify the Bank in writing of the initiation of bankruptcy proceedings against him/her by sending a letter to the Bank's mailing address. The Parties agree that in the event of such notification or when the Bank has information confirming the fact of initiation of bankruptcy proceedings against the Client, the insurance funds are returned to the relevant district, inter-district or city executive administration of the Temporary Disability Social Insurance Fund.

2.8.3. The Bank does not exercise control over the Client's use of insurance funds from the Account for crediting of insurance funds.

2.9. Unauthorized Overdraft.

In the event of an Unauthorized Overdraft on the relevant Account (-s), the Client is obliged to repay the amount of the Unauthorized Overdraft and pay interest for its use in accordance with the Tariffs in force at the time of such debt, up to day 25 (twenty-five) of the month following the month of occurrence of the Unauthorized Overdraft.

To repay the Unauthorized Overdraft, the following priority is established:

- 1) interest for unauthorized overdraft;
- 2) unauthorized overdraft;
- 3) other repayments.

2.10. Closing of an Account (-s).

2.10.1. *At the initiative of the Client:* The Account (s) is closed on the basis of the Client's application for closing the Account (s).

2.10.2. *At the initiative of the Bank:* The Bank has the right to close any Account or all Accounts opened under the Cash and Settlement Servicing Agreement, and/or terminate the Agreement in case of no flows and/or zero balance of funds on the Client's Account (s) within 6 (six) months, as well as in other cases provided by the Agreement.

The Bank shall notify the Client in writing of closing of the account no later than 14 (fourteen) calendar days.

2.10.3. For closing the Account (-s), 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.

On the next business day after the transfer of funds in accordance with the terms of this item, the Bank closes the Account (-s). If all Accounts opened within the Cash and Settlement Servicing Agreement are closed, the Cash and Settlement Servicing Agreement shall be considered terminated provided that the Client's debt to the Bank is repaid in full and there is no balance on such Accounts.

If the Client's Account has an Overdraft Limit, the Client is obliged to repay the overdraft debt no later than on the date of closing such Account in the manner prescribed by the Agreement.

The Agreement is terminated at the initiative of the Bank as prescribed by the Agreement.

2.11. Liabilities of the Parties.

2.11.1. The Client is liable for the accuracy of the content of a settlement document issued by it, for the compliance of information specified therein, the essence of a transaction, observance of terms of its Account and other requirements of the Law, as well as completeness and timeliness of payment of taxes, fees/insurance premiums (obligatory payments).

2.11.2. In case of untimely debit/credit of funds from/to the Account/s, 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 transfer amount.

2.11.3. The Bank is not liable to the Client and/or third parties for the delay in conducting the transaction and/or refusal to provide the Client with the service and/or to carry out the transaction if they are not provided by the Bank's Tariffs or the Bank does not have the technical capacity for their conduct/rendering and/or the provision of the service and/or transaction is impossible through no fault of the Bank and / or if the Client has not provided the required document and / or information on the essence of the financial transaction and / or identification of persons involved in its implementation and / or contracts and other documents 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 transaction or the refusal to carry out the transactions provided for by this Agreement.

2.11.4. In the cases stipulated by the Agreement, the Bank is not liable for refusing to provide the Client with the service or to carry out a transaction and/or execute settlement and/or cash documents provided by the Client under the terms of the Agreement, which will 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.

2.11.5. The Bank shall not be liable for transactions performed on the Account (-s) and their consequences, if the possibility of such transactions arise through no fault of the Bank.

Section 3. TARIFFS, TARIFF PACKAGES AND INTERESTS ON THE BALANCE OF THE ACCOUNT

3.1. Procedure for Payment of the Bank's Services within the Cash and Settlement Servicing.

3.1.1. The list, terms and cost of services (transactions) on the Account (s) are determined by the Bank's Tariffs.
3.1.2. The Client pays to the Bank the One-off Fee upon provision of the service (carrying out a transaction) and Periodic Fees on the day of the calculation of these fees in accordance with the Bank's Tariffs under the Agreement.

In case of insufficient funds on the Account (-s) 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.

For Budgetary Organizations, the Bank provides the Client with an invoice for payment of One-Off and Periodic Fees within 3 calendar days from the date of one-off service and/or accrual of the Periodic Fee, and the Client shall, within 7 (seven) calendar days from the date of service and/or accrual of the Periodic Fee, pay such fee under the details set in the account.

The fact of acquaintance of the Client with the Tariffs and the fact of the Client's choice of certain Tariffs shall be certified by the Agreement or the Additional Agreement concluded in the cases specified by the Agreement.

3.2. **Interests on the Balance of the Account (s).**

The Bank may accrue interest on the balance of funds on the Account (s) in the national and/or foreign currency. Interest is paid by the Bank on a monthly basis, on the last business day of the month, and in case of closing the Account (s) on the business day of the Bank preceding the day of closing the Account (s).

3.3. **Procedure for Changing the Tariffs and/or Tariff Package and/or Interest Rate to be Paid on the Balance of the Account (-s).**

3.3.1. The Bank has the right to change (set) the Tariffs and/or Tariff Package and/or interest rate to be paid on the balance of the Account (-s).

The Bank changes the Tariffs (a list of Tariffs, terms and/or cost of a service/transaction) and/or the Tariff Package and/or the interest rate on the balances of the Account (s), notifying the Client by entering the relevant information in the Statements and/or placement of relevant notices on information boards in the premises of the Bank's institutions and/or by other means not later than 14 (fourteen) calendar days prior to the entry into force of these changes.

In case of the Client's disagreement with the change of the Tariffs and/or Tariff Package and/or interest rate on cash balances on the Account (s), the Client is obliged before the date of entry into force of new Tariffs and/or Tariff Package and/or interest rate on cash balances of the Account (s) to notify the Bank in writing, in order to resolve the issue of termination of the Agreement and closing of the Account (s).

The fact that the Client does not submit a written notice of refusal to be serviced under the new terms before the date of entry into force of such terms and the Client conducts a transaction on the Account (-s) after the entry into force of the new Tariffs and/or Tariff Package and/or interest rate on balances of the Account (s) confirms the Client's consent to be serviced in the Bank under the new Tariffs and/or Tariff Package and/or the interest rate on balances of the Account (s), unless otherwise provided by the Agreement.

3.3.2. The Client has the right to initiate the change of the previously selected Tariff Package to another Tariff Package valid in the Bank. The Tariff Package is changed based on a relevant additional agreement to the Agreement concluded between the Bank and the Client and is a paid service of the Bank, but the Bank has the right to refuse to change the Tariff Package for the Client by not signing such additional agreement.

The Client has the right to initiate a change in the value of a separate Tariff for a particular service (transaction) of the Bank and/or interest rate on balances of a separate Account, but these changes are possible only with the Bank's consent; moreover, the interest rate on balances of a separate Account is changed based on the relevant Additional Agreement to the Agreement concluded between the Bank and the Client and the Tariff Package is not changed.

In case of change of the Tariffs and/or Tariff Package and/or interest rate on balances on the Account (s) at the initiative of the Bank, in accordance with the requirements specified in this item, the relevant additional agreement to the Agreement to establish the individual Tariff and/or interest rate on cash balances of the Account (s) shall be terminated, unless otherwise stipulated by the Bank's regulations or by an additional agreement to the Agreement.

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

Obligatory sale of non-cash 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 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 for purchase/sale/exchange of non-cash currency to the Bank in the form established by the Bank, which must contain the following mandatory details:

- Information about the Client,
- Name of the Bank,
- account from which funds in the relevant currency are debited for the purchase/sale/exchange of non-cash currency,
- account to which funds in the respective currency are credited after the purchase/sale/exchange of non-cash currency,
- Amount in currency, which the Client wants to buy/sell/exchange,
- Date of transaction
- Purpose of purchase/exchange(if necessary) of non-cash currency,
- Information on the documents on the basis of which the purchase of funds in foreign currency is performed, or an indication in cases provided by the Legislation that the purchase is made without reason / obligations.
- Exchange rate of purchase/sale/exchange of non-cash currency.

The application for currency transactions shall be submitted:

- for the currency purchase/sale - no later than 2:00 pm (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 currency specified in application ;
- for the foreign currency exchange - no later than 3:00 pm on the date of exchange specified in application.

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 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 10:00 for the purpose of buying and for applications submitted before 11:30 for the purpose of selling, the rate formed by the Bank based on the results of the main trading on the non-cash Ukrainian currency market.

The Bank executes applications submitted after the time specified in this clause on the next banking day.

4.4.2 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 electronic form via the Remote Servicing System - "the rate of the additional trading session":

- for applications for the purpose of buying / selling submitted within the time specified in clause 4.3 for their acceptance, 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 currency market. The Bank executes applications submitted after the time specified in clause 4.3 on the next banking 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 submitted before 10:00 for the purpose of buying and for applications submitted before 11:30 for the purpose of selling, the Bank's rate is set, formed by the Bank based on the results of the main trading on non-cash Ukrainian currency market.

The Bank executes applications submitted after the time specified in this clause on the next banking day.

4.4.4 The Parties have agreed on the following procedure for setting the rate if the Client indicates in the application submitted 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 currency market. The Bank executes exchange applications submitted after the time specified in clause 4.3 on the next banking day.

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

- by providing the Client with a his/her 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 was 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. The application for purchase/sale/exchange of non-cash currency and supporting documents (if necessary) may be submitted to the Bank in electronic form by means of the Remote Servicing System or in paper form in accordance with the terms of the Agreement.

In case of filing an application for purchase/sale/exchange of non-cash currency and supporting documents (if necessary) in electronic form, the documents must 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 currency, the Bank credit the purchased/exchanged currency to the relevant account indicated in the application for purchase/sale/exchange of non-cash currency.

4.9. The completed application for the purchase/sale/exchange of non-cash 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 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 by means of the Remote Servicing System. Such a letter must 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 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 letter has been submitted to revoke the application, the implementation of which 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 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;

- 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 currency without reason / obligation);

- inaccessibility of the requested currency;

- in the absence of offers for the purchase/sale/exchange of non-cash 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 Legislation on Extraterritorial Jurisdiction.

4.12. In case of refusal to execute the application for purchase/sale/exchange of non-cash currency, the Bank notifies the Client of it by means of the Remote Servicing System.

4.13. The application for the purchase / sale / exchange of non-cash currency is accepted by the Bank within 30 calendar days from the date of its formation. 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. SERVICING OF THE CLIENT'S PRODUCTS IN THE REMOTE SERVICE SYSTEM

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

- **remote product services:** conducting payment transactions, obtaining banking services, concluding transactions and agreements, 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 relevant applications, inquiries, transactions, agreements, including individual agreements under the General Agreement on the provision of credit services), receipt of electronic documents and communications from the Bank, exchange of information, documents with the Bank.

5.2. The Client's servicing in the Remote Servicing System is carried out in accordance with the procedure established by the Rules, Agreement and the Instructions.

5.3. 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 to grant authority and rights of access to the authorized persons, the Agreement enters into force regarding the terms of servicing the Remote Servicing System and regarding work with Electronic Documents.

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

- that the Client's Public Key specified in the Client's Public Key Certificates provided to the Bank and certified by the signature of the Client's authorized person belongs to the Client or the Client's authorized person, and
- that before he/she starts working in the Remote Servicing System, he/she has got acquainted with the instructions and has committed to them, and
 - that he/she acknowledges the sufficient method of protecting Electronic Documents using cryptographic means, in particular the Qualified Digital Signature, which is attached to an settlement electronic document or on the relevant application or on the any transaction or an agreement within the framework of the General Agreement on the provision of credit services through the Remote Servicing System.

5.5. 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.

5.6. The settlement documents, 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 means of protection if their use is stipulated by the terms of the Agreement.

The settlement and other Electronic Documents are not considered by the Bank and will not be processed 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 Means or they are not confirmed by Additional Protection Means, if provided for by the terms of the Agreement.

5.7. Settlement and other Electronic Documents, on which the required amount of the Client's Qualified Digital Signatures has not been applied, or the Qualified Digital Signature is incorrect, or key information compromising is suspected, are not considered by the Bank and are not accepted for processing.

5.8. The Client is not allowed to form Electronic Settlement Documents based on settlement documents with attachments (check registers, registers of documents on a letter of credit, etc.), as well as to form Electronic Settlement Documents based on payment demands. The said documents shall be submitted to the Bank on paper.

5.9. In order to ensure the confidentiality of the information which is sent by means of 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 means of protection of information complying with the requirements of the legislation). 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 relevant Agreement concluded between the Client and the Bank.

5.10. The Parties have agreed that the Electronic Document (including settlement one), which is transmitted through the Remote Servicing System and signed by the Qualified Digital Signatures of the Client's authorized persons, confirmed/secured by other Additional Protection Means, if used under the Agreement and provided by the Client to the Bank under the Agreement, is equivalent to a paper document (including settlement one) signed by the handwritten signature of the Client (its authorized persons). Electronic Documents

without the Client's Qualified Digital Signature have no legal force, are not considered or accepted by the Bank.

- 5.11. The person who has signed this document with its Qualified Digital Signature is responsible for the accuracy of the information contained in the Electronic Document, and the Parties recognize that forgery of the Client's Qualified Digital Signature (its authorized person) is impossible without knowing the information about the Private Key.
- 5.12. 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 integrity of the data in electronic form.
- 5.13. In order to ensure additional security, the Client's Products may be serviced with the use of Additional Protection Means, in particular, through OTP.
 - 5.13.1. Based on the OTP Activation Application, the Bank activates the OTP confirmation feature for the latter in the Remote Servicing System.
 - 5.13.2. The OTP Activation Application is submitted by the Client to the servicing branch of the Bank and should state:
 - a) a procedure for forming OTP by (at the Client's choice):
 - sending Information Notices containing OTP to the mobile phone numbers indicated by the Client in the OTP Activation Application, or
 - formation by the generator of the one-off password OTP (token). Such service is payable in accordance with the Bank's Tariffs.
 - b) a list of authorized persons with the indication of their telephone numbers to which Information Notices containing OTP will be sent, or the serial number of the token provided to such authorized person.
 - 5.13.3. The Client undertakes to ensure the safety of OTP so that its use by unauthorized persons is excluded and the Bank is immediately notified of any change in the list of authorized persons and/or their telephone numbers.
 - 5.13.4. In case of compromising the token and/or mobile phone number to which OTP is sent, including unauthorized access, loss, theft or in case of such suspicion or threat, the Client undertakes to immediately notify the Bank in any convenient way to block the current Client's Public Key Certificate and take measures to stop the use of OTP.
 - 5.13.5. To change the list of authorized persons and/or their telephone numbers to which Information Notices containing OTP are sent and/or to change serial numbers of tokens and/or to deactivate OTP, the Client undertakes to immediately submit to the Bank the relevant OTP Activation Application or OTP Deactivation Application.
 - 5.13.6. The Bank is not liable:
 - for unauthorized use of OTP, if the Bank has not been duly notified of the compromise of the token and/or mobile phone number to which OTP is sent, and/or a change in the list of authorized persons and/or their telephone numbers.
 - for failure to deliver an Information Notice and/or delayed delivery of an Information Notice.
 - for the technical condition and operation of the token after its transfer to the Client, as well as it does not take back and/or exchange the token.
- 5.14. In case of non-use or refusal of the Client to use Additional Protection Means provided by the Bank for servicing in the Remote Servicing System, or if the Client has set a limit on the maximum amount of transactions performed through the Remote Servicing System without using Additional Protection Means, the Client confirms that it fully understands possible negative consequences that may occur as a result of non-use of Additional Protection Means or as a result of a transaction without the use of Additional Protection Means for an amount not exceeding the limit established by the Client, including without limitation if negative consequences occur as a result of fraud, compromising of key information, etc. The Client also confirms that it does not have and will not have any claims against the Bank and/or will not demand from it compensation for any losses that have occurred and/or will occur as a result of such negative consequences.
- 5.15. 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.
- 5.16. The use of the Remote Servicing System by the Client does not exclude the possibility of processing by the Bank of the Client's documents (including settlement ones) on paper in accordance with the terms of the Agreement. It also does not preclude the possibility of submitting on paper the relevant applications specified in the Loan Agreement and Individual Agreements under the General Agreement on the provision of credit services.
- 5.17. In case of receipt of several Electronic Documents (including settlement ones) 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 Agreement and/or agreements, which are served by the Remote Servicing System, unless otherwise specified in the Instructions and/or additional agreements to the Agreement. The Client shall bear responsibility for simultaneous submission of settlement documents in paper and/or electronic form.
- 5.18. 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 electronic payments 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. To continue servicing in the Remote Servicing System, the Client shall ensure the submission of a new Public Key Certificate in the manner prescribed by the Agreement.
- 5.19. Based on the Client's instructions in writing, information on the status of the bank account, flows thereon, other information on the movement of funds on the Account (s) and under the Client's Products may be provided to another authorized person.
- 5.20. If another agreement on remote servicing in the Remote Servicing Systems has been concluded between the Bank and the Client, the provisions of this Section shall be applied taking into account the peculiarities of the said agreement.
- 5.21. The Bank is not responsible for the technical condition of the Client's computer and other equipment, low quality of the Client's automatic telephone station equipment and/or communication lines, quality of the Client's Internet channels and/or termination of system use due to power outage and/or damage to communication lines, for failures and financial losses of the Client which are possible as a result of the Client's use of unlicensed software, and/or in case of infection of the software with viruses and/or in case of lack of communication with the Bank through no fault of the Bank.
- 5.22. The Client is responsible for ensuring the safety of key information carriers, passwords of users of the Remote Servicing System and control of the validity of key information and its timely regeneration.

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

5.23.1. "Online-notification"(SMS) shall mean a service to enable the Client (Client's Authorized Persons) to receive information about transactions carried out on the Account and control the flow of funds, namely: expenditure and income transactions (for excluding 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.

5.23.2. 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.

5.23.3. Connecting " Online-notification"(SMS) is carried out 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 his agreement with the terms of its provision and payment.

5.23.4. To be able to use "Online-notification" (SMS), the Client (Client's Authorized Persons) must 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 must support the SMS-message service, and a mobile operator to provide its customers 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 must be activated in the phone.

5.23.5. 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.

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 transactions on the Account (excluding transactions between own Accounts). The information notification indicates the type of operation, the amount and currency of the operation, the amount of the balance on the Account after the operation, depending on the selected notification option.

5.23.7. 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.

5.23.8 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).

5.23.9. 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).

5.23.10. 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 was not properly notified of its compromise.

Section 6. FEATURES OF MAINTENANCE OF CURRENT ACCOUNTS OF NON-RESIDENT CLIENT BUSINESS ENTITIES

6.1. The provisions of these Rules apply to the settlement of relations between the Bank and Non-resident client business entities in terms of:

- opening, servicing, closing of current Accounts (except for investment accounts), including the execution of transactions for the purchase/sale/exchange of non-cash currency, and
 - servicing of products in the remote service system
- with due regard to the features established by the provisions of this Section of the Rules.

6.2. Within the framework of this Agreement, non-resident client business entities are not provided with services for issuing and/or depositing funds in cash (delivery of cash proceeds) from/to the current Account (s), for lending, including crediting the Account (- s), i.e. the provision of Overdrafts, and transactions with the use of settlement checks are not serviced, documentary transactions are not provided / opened, serviced and no contractual write-off is carried out in accordance with the relevant Section of these Rules, which is entitled "Contractual write-off" ..

6.3. In order to ensure the functions of a foreign exchange supervision agent for transactions of the Non-resident client business entity, the Bank is obliged to pre-credit the funds received by this Client to the distribution account (except for funds received for foreign currency trading in the foreign exchange market of Ukraine transferred from other own accounts of this Client, in the form of interest accrued on the balance of funds on the Client's Account).

The Bank has the right to account the funds received in favor of the non-resident client business entity 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 client business entity are transferred by the Bank from the distribution account to the Account of this Client provided that the Bank has documents (information) confirming compliance of the Client's transaction with the requirements of the Legislation.

6.4. 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 deduct income tax from the amount of income originating from Ukraine paid by the Bank in favor of such Clients.

Section 7. OVERDRAFT

7.1. Procedure for Granting and Using an Overdraft.

7.1.1. Based on the Overdraft Agreement, the Bank sets an Overdraft Limit on the Client's Account. The amount of the Overdraft Limit, its currency, term, Account on which the Overdraft is set, interest rate and other terms are specified in the Overdraft Agreement.

The Client's use of the Overdraft is provided within the Overdraft Limit by making payments from the Account on which the Overdraft is set, in case of insufficiency of the Client's own funds on such Account (debiting the Client's current Account). If the payment involves the payment of a fee, such fee may be debited by the Bank in accordance with the contractual debit provided by the Agreement.

No enforced and/or contractual debiting of funds from the Client's Account with the use of an Overdraft shall be performed in favor of a third party, except for the cases established by the Agreement.

During the validity of the Overdraft Agreement, the debt on the Overdraft used shall not exceed the established Overdraft Limit.

7.1.2. The Bank has the right to refuse to make a payment at the expense of the Overdraft Limit without explaining the reasons for such refusal to the Client, thus the Bank's obligations to provide the Overdraft are revocable.

7.1.3. The Overdraft is secured with all property and funds held by the Client, which may be collected in the manner prescribed by the Legislation, as well as with other collateral, if it is provided to secure obligations under the Overdraft Agreement.

7.2. Overdraft Repayment Procedure.

7.2.1. Unless otherwise provided by the Agreement, the Overdraft debt shall be repaid:

- within 30 calendar days from the date of payment with the Overdraft. If the last day of this term falls on a day off, holiday or non-business day, the last day of repayment is considered to be the business day preceding the day off, holiday or non-business day;
- in case of expiration of the Overdraft term, on the last business day preceding the day of expiration of the Overdraft term, including if the day of expiration of the Overdraft falls on a weekend, holiday or non-business day,

7.2.2. The Overdraft is considered repaid:

- if the amount of receipts on the Account on which the Overdraft is set, within 30 calendar days from the date of granting the Overdraft, is not less than the debit balance of funds at the end of the last day preceding the 30-day period,
- if at the end of the last business day preceding the day of expiration of the Overdraft term or at the due date of the Overdraft repayment in accordance with the requirements of the Agreement, there is no debit balance on the Account on which the Overdraft is set and there is no overdraft debt on other accounts on which the Overdraft debt can be taken into account under the terms of the Agreement.

The Client's debt is repaid during the operating hours from current receipts to the Account on which the Overdraft is set or from any other receipts to other accounts, which under the terms of this Agreement may account for the Overdraft debt.

7.2.3. To repay monetary obligations under the Overdraft Agreement, the following priority is established:

- for the Clients who have overdue debt under the Agreement, arising before March 16, 2015:

- 1) overdue fees;
- 2) term commissions accrued for payment;
- 3) overdue interest on the Overdraft;
- 4) accrued interest on the Overdraft;
- 5) overdue debt under the used Overdraft limit;
- 6) term debt under the used Overdraft limit;
- 7) penalties under the Agreement.
- 8) other debts under the Agreement.

- for the Clients who have arrears under the Overdraft Agreement, arising after March 16, 2015. :

- 1) Term and/or Overdue amount of the Overdraft;
- 2) Overdue interest;
- 3) Overdue fees;
- 4) Term fees;
- 5) Term interests;
- 6) other debts under the Agreement.

In case the Client transfers funds to repay the debt in violation of the above priority, the Bank has the right to redistribute the Client's funds received in accordance with the said order, by making relevant accounting entries in the relevant accounts.

7.3. Overdraft Limit Change.

7.3.1. The Bank has the right to reduce the Overdraft Limit by sending a written notice to the Client no later than 7 calendar days before the date of setting the reduced Overdraft Limit, in the following cases:

- deterioration of the Client's financial condition; and/or
- violation by the Client of the terms of the Agreement; and/or
- reduction of the monthly amount of receipts on the Account.

The written notice of reduction of the Overdraft Limit shall be deemed to have been made from the date of its sending by the Bank. In such notice, the Bank shall indicate the amount of the reduced Overdraft Limit and the date of its establishment. In this case, the Parties do not enter into an additional agreement to reduce the Overdraft Limit. The Client may be additionally notified of the reduction of the Overdraft limit through the Remote Servicing System and/or otherwise.

In the case of providing security for the fulfillment of obligations under the Overdraft Agreement by a third party, the reduction of the Overdraft Limit does not require the approval of such third party.

7.3.2. The Bank has the right to renew the Overdraft Limit within the previously established Overdraft Limit, about which it sends a written notice to the Client indicating the date of renewal of the Overdraft Limit. If by the date of renewal of the Overdraft Limit the Bank has not received a written refusal from the Client to renew the Overdraft Limit, the Client is deemed to have agreed to such renewal.

7.3.3. If the Client has the conditions to increase the Overdraft Limit, the Bank has the right to offer the Client an increase in the Overdraft Limit. In the event of the Client's consent, the Parties shall enter into a relevant additional agreement to the Overdraft Agreement. In case of providing Security under the Overdraft Agreement by a third party, the increase of the Overdraft Limit above the previous Overdraft Limit requires the approval of a third party and the Client is obliged to conclude an additional agreement to the agreement/agreements under which the Security under the Overdraft Agreement is formed, or provide additional Security acceptable to the Bank. If the Client violates this obligation, the Overdraft Limit will not be increased.

7.4. **Payment for Overdraft Use.**

7.4.1. **Commissions.**

For using the Overdraft, the Client pays to the Bank one or several following fees:

- *Overdraft Granting Fee* charged by the Bank and paid by the Client on the day of setting the Overdraft Limit.
- *Overdraft Management Fee* calculated as a percentage of the Overdraft Limit on the date of accrual of this fee. The fee is charged monthly on the last business day of the month for the period from the last calendar day of the previous month to the next-to-last calendar day of the current month. The fee is paid within 7 calendar days from the date of its accrual.
In the event of cancellation of the Overdraft Limit, the *Overdraft Limit Management Fee* for the month in which the Overdraft Limit is canceled is calculated as a percentage of the Overdraft Limit on the date preceding the date of cancellation of the Overdraft Limit. The fee is accrued for the period from the last calendar day of the previous month to the day preceding the date of cancellation of the Overdraft Limit.
- *Overdraft Management Fee* calculated as a percentage of the amount of the Client's maximum debt on the Overdraft in the current month. The fee is charged monthly on the last business day of the month for the period from the last calendar day of the previous month to the next-to-last calendar day of the current month. The fee is paid within 30 calendar days from the date of its accrual.
- *Overdraft Management Fee (for the unused Overdraft Limit)* calculated for each day of the unused Overdraft Limit availability using the "fact/360" method. The fee is charged monthly on the last business day of the month for the period from the last calendar day of the previous month to the next-to-last calendar day of the current month. The fee is paid within 7 (seven) calendar days from the date of its accrual.

The list of fees payable and their amount are determined by the Overdraft Agreement.

Fees are accrued in the national currency, and in case of the Overdraft in foreign currency, the amount of fee is calculated at the NBU exchange rate on the date of its accrual.

7.4.2. **Interests.**

For using the Overdraft, the Client pays interest to the Bank in the amount of a fixed interest rate. The amount of interest rate for the Overdraft Term Amount is specified in the Overdraft Agreement.

Interest is accrued on the Overdraft Term Amount from the day and hour of the payment using the Overdraft until the day and hour of repayment by the Client of the Overdraft debt (inclusive).

The basis for accrual of interest on the Overdraft Term Amount is the debt incurred on the Account at the end of each hour, taking into account the number of days calculated by the "fact/360" method (the "fact/360" method assumes that the actual number of days per month and 360 days a year apply for the calculation).

Interest on the Term Overdraft amount is accrued on the last business day of each month, as follows:

- for the first time: for the period from the relevant hour of the day of granting the Overdraft till the last hour of the day inclusive which precedes the last calendar day in the current month;
- hereinafter: from the last calendar day of the previous month till the day preceding the last calendar day in the current month;
- in case of expiration of the Overdraft term: from the last calendar day of the previous month till the hour of final repayment of the debt.

If the day of accrual of interest falls on a day off, holiday or non-business day, the day of accrual of interest is considered to be the business day preceding such day off, holiday or non-business day.

Interest is paid by the Client to the Bank's account specified in the Overdraft Agreement within 30 calendar days from the date of its accrual, and in case of expiration of the Overdraft on the day of its accrual, including through the Bank's contractual debit at the expense of funds available on the Account (-s) and/or at the expense of the available Overdraft Limit and can be repaid only in full (partial repayment of accrued interest is provided).

Overdue interest on the Overdraft are paid by the Client to the Bank's account by the Bank making a contractual write-off at the expense of funds available on the Account (s) and / or at the expense of the available Overdraft Limit and can be repaid both in part and in full.

7.5. **Termination of the Overdraft, Cancellation of the Overdraft Limit and Change of the Overdraft Term.**

7.5.1. The Overdraft is terminated, the repayment date of the Overdraft is considered to be due, the Overdraft is considered to be due and repayable and the Overdraft Limit is canceled in full:

- a) from the date of delay in the performance by the Client of any monetary obligations under the Overdraft Agreement;
- b) from the 14th calendar day from the date of sending by the Bank a notice of termination of the Agreement and/or closing of the Account on which the Overdraft Limit is set, in the manner prescribed by the Agreement;
- c) from the date of submission by the Client to the Bank of an application for closing the Account on which the Overdraft Limit is set, or receipt by the Bank of a written consent of the Client with changes to the Agreement;
- d) from the date of application to the Client of restrictions on the right to dispose of funds on the Accounts, including:
 - arrest of any amount of the Client's funds on any of its accounts, and/or
 - receipt by the Bank of settlement documents for compulsory debit of all or part of the Client's funds, and/or
 - any other actions of state bodies and/or creditors of the Client regarding restrictions on the Client's right to dispose of its funds.

From the moment of application to the Client of the restrictions on the right to dispose of funds specified in sub-item "d" of this item, the Bank shall terminate the provision of the Overdraft (s) and account the Overdraft debt on the credit debt accounts. In this case, within 30 calendar days from the date of transfer of the Client's debt to the credit debt accounts within the amount of the Client's debt under the Overdraft, the interest rate for the Overdraft Term Amount shall be accrued. Starting from the 31st calendar day from the date of transfer of the Client's debt to the accounts of credit debt on the Overdraft, the interest rate is doubled from the rate valid for the Overdraft Term. In case the Client repays the overdue debt on the Overdraft, the Overdraft Limit under the Agreement may be renewed at the initiative of the Bank in the manner prescribed by the Rules.

7.5.2. By sending a written notice to the Client, the Bank has the right to recognize the repayment period of all used Overdraft as due, cancel the Overdraft Limit, transfer the existing debt on the Overdraft used, interest and commissions in full to the relevant accounts for overdue credit debt, and, if the Bank deems it appropriate, take any judicial or extrajudicial action on the 15th calendar day from the date of sending a written notice to the Client by the Bank in the case of:

- a) breach by the Client of any obligations under the Overdraft Agreement (except for monetary obligations); and/or
- b) breach of the Client's obligations to provide security or deterioration of security or breach of the terms of the security agreement within the Overdraft Agreement, or any illegal actions in relation to security; and/or

- c) if any statement or guarantee provided by the Client in this Agreement is not valid at the time of its provision or renewal;
- d) occurrence of any event or circumstance that has a Material Adverse Effect;
- e) from the day when the Bank has established that the Client has changed the participant (s), which directly or indirectly exercises "Control" over the Client's activities without the prior consent of the Bank; and / or
- f) in other cases established by this Agreement or additional agreements to it.

7.6. **Overdue Debt on the Overdraft.**

In case of violation of the terms/conditions of repayment of the Client's monetary obligations under the Overdraft Agreement, all existing debts of the Client are transferred to the accounts of credit debt and are subject to repayment in accordance with the requirements of the Agreement.

If the Overdraft is used beyond the term/period established by the Agreement, the interest rate is set at twice the rate valid for the Overdraft Term Amount on the date when it becomes overdue. This interest rate is applied to the Overdue Amount of the Overdraft from the date of default (except as provided by the Agreement), until the date of full repayment of such debt by the Client. In this case, interest on the Overdue Amount of the Overdraft is accrued daily from the date of transfer of such debt to the accounts for credit debt until the day of final repayment of such debt. The accrual basis is the amount of debt under the amount of the Overdraft Limit used by the Client, which is recorded in the accounts for overdue credit debt.

7.7. **Liabilities of the Parties.**

For violation by the Client of the terms of repayment of any of its monetary obligations stipulated by the Overdraft Agreement, in particular, terms/periods of repayment of debt under the Overdraft, the Client is obliged to pay a penalty at the first request of the Bank in the amount of double the NBU discount rate on the overdue payment for each day of default, including the day of repayment of the debt. If the amount of overdue payment is expressed in foreign currency, the amount of penalty is determined in UAH equivalent of the amount of overdue payment, which is calculated at the official NBU exchange rate of UAH to the currency of debt as of the date of penalty. The penalty is calculated by the "fact/365" method (the "fact/365" method assumes that the actual number of days in a month is used for calculation, but conditionally 365 days in a year). If the Overdraft/Loan is provided in a foreign currency, the penalty is accrued in the national currency at the NBU exchange rate on the date of its accrual. The amount of penalty may not exceed the amount established by law.

Section 8. LOAN

8.1. **Procedure for Granting a Loan.**

8.1.1. Based on the Loan Agreement, the Bank provides the Loan to the Client, and the Client undertakes to accept, properly use and repay the Loan to the Bank and pay a fee for its use in the manner and on the terms specified in the Loan Agreement.

The Client has the right to receive credit funds in the form of a Loan, i.e. one Tranche, or in the form of a Credit Facility, i.e. one or several Tranches within the Credit Facility Limit.

The Loan Amount or Credit Facility Limit is set in the Loan Agreement.

The Loan is secured with all property and funds held by the Client, which may be collected in the manner prescribed by the Legislation, as well as with other Security, if it is provided to secure obligations under the Loan Agreement.

8.1.2. **Procedure for Granting Tranches within the Credit Facility .**

8.1.2.1. In order to receive the Tranche, the Client submits a Tranche Application to the Bank, stating the desired amount of the Tranche, the date of its receipt and the maturity of the Tranche previously agreed with the Bank (unless such term is specified in the Agreement). The Tranche Application shall be submitted no later than at 17:00 (Kyiv time) on the Date of the Tranche:

- on paper in two copies, signed by the Client (its authorized person) to the mailing address specified in the Loan Agreement;
- in electronic form in one original copy such Tranche Application shall be signed with the Client's Qualified Digital Signature.

8.1.2.2. The Tranche is granted provided that:

- The Bank has received a Tranche Application duly drawn up and signed by the Client (its authorized person) in the form and content acceptable to the Bank, and
- receipt of the Tranche by the Client will not lead to violations of the Loan Agreement, and
- as of the Tranche Granting Date, there are no violations of the terms of the agreement, according to which the Security under the Loan Agreement has been provided, and
- on the Tranche Granting Date, the Client duly fulfills all its obligations under the Loan Agreement and all representations and warranties provided by the Client in accordance with the Agreement are valid and true, and
- the Bank accepted the Tranche Application in accordance with the procedure established by the Agreement.

8.1.2.3. the Bank decides whether to accept the Tranche Application or not at its own discretion, i.e. the Bank's obligations under the Loan Agreement are revocable.

The Tranche Application is accepted by the Bank through:

- signing by an authorized person and sealing with the Bank's stamp, if the Tranche Application is submitted on paper. One copy of the Tranche Application so accepted is returned to the Client;
- if the Application for issuance of the Tranche is submitted in electronic form, then by receiving by the Client through RSS a notification from the Bank together with the Application on issuance of the Tranche signed by the Bank authorized person's Qualified Digital Signature. On the Date of granting the Tranche in accordance with the procedure established by the Loan Agreement, the Bank shall provide the Tranche. The Bank also notifies the Client through the RSS of the refusal to accept the Application on the issuance of the Tranche.

The Tranche Application, in case of its acceptance by the Bank, becomes the Tranche Agreement and is a separate loan agreement, is covered by all the terms of the Agreement and is an integral part thereof.

8.1.2.4. Prior to the Maturity Date of the Tranche during the term of the Loan Agreement, the Bank may analyze the financial condition and creditworthiness of the Client. Based on the results of the analysis, the Bank decides to inform the Client about possible lending terms

8.1.2.5.

Informing the Client about the terms of the loan is done by sending the Client a Notification Letter, which is sent to the Client:

- by sending a postal item to the address of the Client specified in the Agreement with a description of the attachment and notification of delivery or delivery by courier service;
- by referral through RSS.

8.1.2.6. The purpose of the notification letter is to inform the Client both about the crediting parameters and about the list of necessary conditions under which the Client will be able to receive the Credit. Letter-notification is not considered an offer, the conditions specified in the Letter-notification are for information purposes only. The terms and conditions set forth in the Letter - the notice and the terms and conditions to be specified in the Loan Agreement and / or the Application for the Issuance of the Tranche, which will be accepted by the Bank, may differ.

8.2. Credit Facility Limit Change.

8.2.1. The Bank has the right to reduce the Credit Facility Limit by sending a written notice to the Client no later than 7 calendar days before the date of setting the reduced Credit Facility Limit, in the following cases:

- deterioration of the Client's financial condition; and/or
- violation by the Client of the terms of the Agreement; and/or
- reduction of the monthly amount of receipts on the Account (-s).

The written notice of reduction of the Credit Facility Limit shall be deemed to have been made from the date of its sending by the Bank. In such notice, the Bank shall indicate the amount of the reduced Credit Facility Limit and the date of its establishment. In this case, the Parties do not enter into an additional agreement to reduce the Credit Facility Limit. The Client may be additionally notified of the reduction of the Credit Facility limit through the Remote Servicing System and/or otherwise.

In the case of providing Security under the Loan Agreement by a third party, the reduction of the Credit Facility Limit does not require the approval of such third party.

The Client is obliged to reduce indebtedness on the principal debt of the Credit to the amount of the new Credit Facility Limit by the date of setting the new Credit Facility Limit (inclusive). In case of violation of this requirement, the difference between the principal debt on the Loan and the new amount of the Credit Facility Limit is considered to be the overdue amount of the principal debt from the next business day after the date of such new Credit Facility Limit.

8.2.2. The Bank has the right to renew the Credit Facility Limit within the previously established Credit Facility Limit, about which it sends a written notice to the Client indicating the date of renewal of the Credit Facility Limit. If by the date of renewal of the Credit Facility Limit the Bank has not received a written refusal from the Client to renew the Credit Facility Limit, the Client is deemed to have agreed to such renewal. The client may be additionally notified through the SDO and / or in another way.

8.2.3. If the Client meets the conditions to increase the Credit Facility Limit, more than the Credit Line Limit set in the Loan Agreement the Bank has the right to offer the Client an increase in the Credit Facility Limit. In the event of the Client's consent, the Parties shall enter into a relevant additional agreement to the Loan Agreement.

In case of providing Security under the Loan Agreement by a third party, the increase of the Credit Facility Limit above the Credit Facility Limit specified in the Loan Agreement requires the approval of a third party and the Client is obliged to conclude an additional agreement to the agreement/agreements under which the Security under the Loan Agreement is formed, or provide additional Security acceptable to the Bank. If the Client violates this obligation, the Credit Facility Limit will not be increased.

8.3. Payment for Loan Use.

The Client pays interest for the use of the Loan/Tranche. The interest rate for the Term Amount of the Loan/Tranche is set in accordance with the Loan Agreement.

8.3.1. Interest is accrued on the Term Amount of the Loan/Tranche, as well as the credit limit management fee (for the unused limit), if provided by the Loan Agreement, on the last business day of each month and on the day of full repayment of the Loan/Tranche (the "fact/360" method assumes that the actual number of days in a month is used for calculation, but conditionally 360 days in a year) for the amount of credit funds provided to the Client and not yet repaid to the Bank, for the period from the date of actual provision of the Loan/Tranche, and subsequently from the first calendar day of the current month, until the last calendar day of the current month or until the date of full repayment of the Loan/Tranche, if such repayment is made in the current month.

For the calculation of interest, the day of granting and the day of repayment of the Loan/Tranche is considered to be one day.

The Client undertakes to pay the accrued interest in the period from 1st till 10th day (inclusive) of each month following the month for which interest is accrued, and on the day of repayment of the Loan/Tranche, unless otherwise provided by the Loan Agreement.

If the last day of the period/term for payment of interest falls on a day off, holiday or non-business day, then the last day of the term for payment of interest is considered to be the first business day following such day off, holiday or non-business day.

8.3.2. Features of Accrual and Payment of Interest under the Annuity Scheme.

If the Loan Agreement provides for an Annuity Repayment Scheme, interest on the Term Amount of the Loan/Tranche is accrued monthly by the "30/360" method (the method of calculating interest, which determines the number of days in a month) on the amount of credit funds provided to the Client and which have not yet been repaid to the Bank, in two stages:

- on the last business day of the current month:
 - for the period from the date of granting the Loan/Tranche to the last calendar day of the month inclusive (in the month of granting the Loan/Tranche);
 - from the date of the Annuity Payment in the current month to the last calendar day of the month inclusive (in the following months);
- on the day of the Annuity Payment from the first calendar day of the current month till the day preceding the day of the Annuity Payment (the day of the Annuity Payment is not included in the calculation).

Interest is paid by making the Annuity Payments in accordance with the terms of the Agreement.

8.3.3. The Client pays the fees specified in the Loan Agreement to the Bank. Fees are accrued in the national currency, and in case of the Loans granted in foreign currency, the amount of fee is calculated at the NBU exchange rate on the date of its accrual.

8.4. Loan Repayment.

8.4.1. The Client undertakes to repay the amount of the Loan/Tranche and pay interest, fees, penalties and make other payments according to the details specified in accordance with the Loan Agreement.

The Loan/Tranche is considered repaid when the amount of money is credited in full to the relevant account of the Bank. The Loan/Tranche shall be made in the same currency in which the Loan/relevant Tranche is received.

To repay monetary obligations under the Overdraft Agreement, the following priority is established:

- 1) Overdue fees (if there is a default);
- 2) Term fees;
- 3) Overdue interest (if there is a default);
- 4) Term interests;

- 5) Overdue Loan/Tranche Amount (if there is a default);
- 6) Loan/Tranche Term Amount;
- 7) Penalties under the Agreement.
- 8) full or partial early repayment of the Loan/Tranche.

In case the Client transfers funds to repay the debt in violation of the above priority, the Bank has the right to redistribute the Client's funds received in accordance with the said order, by making relevant accounting entries in the relevant accounts.

8.4.2. Features of Loan Repayment under the Annuity Scheme.

8.4.2.1. If the Loan Agreement provides for the Annuity repayment scheme, the Loan is repaid by making Annuity payments, the amount of which is specified in the Loan Agreement, and is calculated taking into account the interest rate set for the Term Amount of the Loan. In case of setting a different interest rate on all and/or part of the debt in accordance with the terms of the Loan Agreement, the amount of the Annuity Payment, starting from the first payment after setting another interest rate, changes taking into account the interest rate. Such change in the amount of the Annuity Payment does not require additional agreements to the Agreement. The amount of the last Annuity Payment may differ from the amount of the Annuity Payment established by this clause of the Agreement, and will consist of the amount of actual debt on the Loan/Tranche remaining after payment by the Client of all previous Annuity payments.

8.4.2.2. In case the Client makes the next Annuity Payment under the Loan Agreement before the Annuity Payment Day, by transferring the amount of such payment on behalf of the Client from its current account or crediting the Client with the amount of such payment to the Bank's account specified in the relevant loan agreement, it is credited for repayment of the Loan on the next Annuity Payment Date.

Early repayment of the Loan is considered to be repayment by the Client of debt under the Loan Agreement on the Annuity Payment Date in the amount exceeding the amount of such payment established by the relevant Loan Agreement. The amount of early repayment will be the difference between the amount of funds transferred to repayment and the amount of the Annuity Payment.

In case of early partial repayment of the Loan, the amount of funds paid by the Client shall be credited by the Bank to the account of repayment of the Client's debt under the Loan by adjusting the last Annuity Payment.

Early partial repayment of the Loan in the current payment period does not release the Client from the payment of the next Annuity Payment on the established Annuity Payment Date.

8.5. Termination of the Loan and Change of the Loan Term.

The Bank has the right, by sending a written notice to the Client, to recognize the repayment period of the entire Loan as due, to cancel the Credit Facility Limit (if the Loan Agreement provides for a Credit Facility), and, if the Bank deems it appropriate, to apply any extrajudicial actions on the 15th calendar day from the date of the said written notice upon occurrence of any of the events:

- a) violation by the Client of the terms/periods of fulfillment of monetary obligations and/or violation of any other obligations under the Loan Agreement;
- b) deterioration of the Client's financial condition, in particular, in the event of bankruptcy proceedings against it, or in other circumstances that clearly indicate the deterioration of the Client's financial condition, including in the future;
- c) breach of any obligations of the Client under any other agreements concluded or to be concluded in the future between the Bank and the Client;
- d) breach of the Client's obligations to provide security or deterioration of security or breach of the terms of the security agreement within the Loan Agreement, or any illegal actions in relation to security; and/or
- g) changes without the written consent of the Bank of a person who directly or indirectly exercises control "over the activities of the Client" who owns more than 10% of the authorized capital of the Client; and / or c) if any statement or guarantee provided by the Client in this Agreement is not valid at the time of its provision or renewal; and/or
- d) occurrence of any event or circumstance that has a Material Adverse Effect; and/or
- e) if the existence of legal relations with the Client contravenes the norms of the Legislation of Ukraine and/or the Extraterritorial Legislation; and/or
- f) in other cases established by the Loan Agreement.

8.6. Overdue Debt.

If the Loan is used beyond the term/period established by the Loan Agreement, the interest rate is set at twice the rate valid for the Loan/Tranche Term Amount on the date when it becomes overdue or a rate in the amount determined by the relevant Agreement. This interest rate applies to the entire Loan/Tranche Overdue Amount.

Accrual of double interest rate on the Loan/Tranche Overdue Amount starts from the date of default, namely from the day following the day of non-payment or incomplete payment as established by the Loan Agreement until the date of full repayment of such debt.

8.7. Liabilities of the Parties.

For violation by the Client of the terms of repayment of any of its monetary obligations stipulated by the Loan Agreement, in particular, terms/periods of repayment of debt under the Loan, the Client is obliged to pay a penalty at the first request of the Bank in the amount of double the NBU discount rate on the overdue payment for each day of default, including the day of repayment of the debt. If the amount of overdue payment is expressed in foreign currency, the amount of penalty is determined in UAH equivalent of the amount of overdue payment, which is calculated at the official NBU exchange rate of UAH to the currency of debt as of the date of penalty. The penalty is calculated by the "fact/365" method (the "fact/365" method assumes that the actual number of days in a month is used for calculation, but conditionally 365 days in a year). If the Loan is provided in a foreign currency, the penalty is accrued in the national currency at the NBU exchange rate on the date of its accrual. The amount of penalty may not exceed the amount established by law.

Section 9. PROCEDURE FOR PROVIDING/OPENING, ACCEPTANCE/ADVISING AND SERVICING OF TRADE FINANCE TRANSACTIONS

9.1. Procedure for Providing a Trade Finance Transaction.

9.1.1. The Trade Finance Transaction is provided/opened by the Bank to the Client based on a separate Trade Finance Transaction Agreement and in the manner specified by such Agreement and these Rules.

The covered letter of credit agreement may be concluded by the Parties through submitting by the Client an application for opening a covered letter of credit and its acceptance by the Bank in accordance with the procedure established by the Legislation.

9.1.2. A Trade Finance Transaction may be provided/opened by the Bank on the following terms:

- submission of the Trade Finance Transaction Application in electronic form, signed by the Client's Qualified Digital Signature, or submission of the Trade Finance Transaction Application in three original identical copies signed by the Client (authorized person) in case of submission of such Statement in paper form, and

- providing the Bank with a duly certified copy of the Contract and other documents at the request of the Bank, and
- the terms of the Trade Finance Transaction comply with the terms of the Contract, and the terms of the Contract regarding settlements and amounts are acceptable to the Bank, and
- no breach by the Client of its obligations under the Trade Finance Transaction Agreement, and
- opening/executing such Trade Finance Transaction will not violate the restrictions established by the Legislation or the Extraterritorial Legislation, and
- no events/circumstances that have a Material Adverse Effect, and
- all the representations and warranties provided by the Client under the Agreement are valid on the date of submission of the Trade Finance Transaction Application.

9.1.3. The guarantee can be provided by the Bank both in paper and electronic form, namely in the form of an Electronic Document or through telecommunication messages by SWIFT or TELEX systems, or by e-mail of the NBU.

9.1.4. If the guarantee is provided by the Bank in electronic form, it is certified by the Qualified Digital Signature put by the authorized person of the Bank to be sealed with the electronic seal of the Bank (hereinafter, the Qualified Digital Signature of the Bank's Seal). The Qualified Digital Signature of the authorized person of the Bank and the Qualified Digital Signature of the Bank's Seal are affixed on the guarantee by the Bank through a software set of the user of the key certification center "IIT User TsSK-1" of JSC "UKRSIBBANK".

In addition, the conclusion of the Agreement indicates that the Client recognizes the method of protection of information contained in the guarantee as sufficient to confirm the origin, including identification of the signatory and integrity of data in electronic form, using reliable means of the Qualified Digital Signature to certify the guarantee provided in electronic form.

By signing the Agreement, the Parties acknowledge and give their unconditional consent that in case the Bank provides a guarantee in electronic form, certified with the Qualified Digital Signature of the Bank, which can be confirmed and verified online on the website of the Central Certification Authority at: <http://czo.gov.ua/verify>, such guarantee has legal force equal to that of a document on paper, signed by the handwritten signature of the authorized person of the Bank and sealed by the Bank.

9.2. Remuneration and Compensation of the Bank.

9.2.1. For opening/providing, servicing and executing Trade Finance Transactions, the Client pays the Bank a commission fee on the terms specified in the Agreement.

9.2.2. The Client is obliged to reimburse (compensate) to the Bank the commissions of other banks participating in the Trade Finance Transaction in full (in case of participation of other banks).

9.2.3. The Bank's commission fee and the amount of monetary compensation (reimbursement) of commissions of other banks paid by the Bank are accrued and paid in the national currency of Ukraine in the amount determined at the official exchange rate of foreign currencies and hryvnia set by the NBU (for any foreign currency) on the date of such commission fee or monetary compensation (reimbursement), or, at the discretion of the Bank, at another rate determined by the Bank on a reasonable basis.

9.2.4. The Bank notifies the Client by e-mail and written notice to the Client (delivered by a courier or responsible employee of the Bank) or sends a relevant message to the Client by regular mail about the amounts of the Bank's commission and monetary compensation (reimbursement) paid by the Bank.

9.3. Formation of Cash Coverage in Case of an Uncovered Trade Finance Transaction.

9.3.1. In the event of one or several following circumstances, the Client undertakes to generate cash coverage in the currency of a Trade Finance Transaction within 7 business days, in the following amounts:

- 25% of the amount of the Trade Finance Transaction in case of deterioration of the Client's financial condition;
- 25% of the amount of the Trade Finance Transaction in case the Client violates the terms of the Contract (except for the cases when the beneficiary of the Trade Finance Transaction is a tour operator/agency);
- 15% of the amount of the Trade Finance Transaction for providing by the Client as Security to other creditors assets exceeding 10% of the amount of the Trade Finance Transaction (or equivalent in national or foreign currency at the official exchange rate of the NBU on the day of such Trade Finance Transaction Agreement) without a prior written consent of the Bank;

and also, if the Security is provided under the Trade Finance Transaction Agreement:

- 100% of the amount of the Trade Finance Transaction in case of the next pledge of the Security without a prior written consent of the Bank, and/or actions related to the change of ownership of the Security, and/or actions related to the transfer of the property to third parties, including the right of use (of the Security is provided under the Trade Finance Transaction Agreement);
- 15% of the amount of the Trade Finance Transaction for providing by the Pledger (if the Security is provided by a third party) as Security to other creditors assets (except for the Security) exceeding 10% of the amount of the Trade Finance Transaction (or equivalent in national or foreign currency at the official exchange rate of the NBU on the day of such Agreement) without a prior written consent of the Bank;
- 100% of the amount of the Trade Finance Transaction in case of loss and/or reduction of the value and/or quality of the Security and failure to provide other Security within 7 business days similar in cost and quality to replace it or failure to provide additional Security for the amount of reduced value/quality of such Security;
- 25% of the amount of the Trade Finance Transaction in case of breach of obligations regarding proper insurance of the Security;

9.3.2. The total amount of monetary coverage, which the Client is obliged to form in the listed cases, should not exceed 100% of the amount of the Trade Finance Transaction.

9.4. Debt Repayment.

The Client's monetary obligations under the Trade Finance Transaction Agreement shall be settled in the following order:

- 1) overdue recourse, overdue fees as a whole under the Agreement;
- 2) fixed-term amount of recourse, fixed-term fees as a whole under the Agreement;
- 3) penalties and other payments in general under the Agreement.

In the case of transfer of funds for repayment of obligations in a currency other than the currency of the obligation that has a higher priority under the Agreement, the obligation shall be repaid in accordance with the order established by the Agreement only in the currency received.

The priority set out in this Agreement shall prevail over any instructions of the Client or third parties, unless the Bank agrees otherwise.

9.5. Liabilities of the Parties.

9.5.1. For violation by the Client of the terms of repayment of the Recourse, accrued commissions under the Trade Finance Transaction Agreement, the Client is obliged to pay to the Bank the amount of the Recourse/accrued commissions taking into account the inflation rate established by the Legislation for the entire period of delay as well as a penalty twice the discount rate of the NBU on the date of payment of the penalty on the overdue amount for each day of delay.

9.5.2. In case of any breach by the Client of the requirements of the Agreement on the provision of financial documents, providing information on changing information about the Client or on the prohibition of committing actions under the Agreement with the prior consent of the Bank, the Client shall pay the Bank a fine in the amount of UAH 5,000.00 (five thousand hryvnias).

9.5.3. For each case of violation by the Client of the obligations on the formation of cash coverage, the Client is obliged to pay the Bank a fine in the amount of 5000 (five thousand) hryvnias.

9.6. Advising and Servicing of Incoming Trade Finance Transactions

The Bank carries out advising and servicing of incoming Trade Finance Transactions in accordance with the procedure established by the Legislation, and the Client undertakes to pay the Bank's remuneration in accordance with the Tariffs.

Section 10. RIGHTS AND OBLIGATIONS OF THE PARTIES

10.1. The Bank is entitled to:

10.1.1. Use the funds on the Client's Account (-s), guaranteeing the right of the Client to freely dispose of these funds.

10.1.2. 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.

10.1.3. Refuse to carry out/secure settlement and/or cash transactions of the Client in cases stipulated by the Agreement and/or in the presence of facts indicating violation by the Client of the Legislation, banking rules of payment instruments and/or in case of doubts about validity of settlement or cash documents and/or legality of transactions subject to financial monitoring in accordance with the Legislation.

10.1.4. Require the Client to provide full information on export, import, leasing and other foreign currency transactions, which are settled through the Account (-s) 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.

10.1.5. Debit cash from the Account on behalf of the Client (including by way of contractual debit) and/or on the basis of payment claims of the collectors in the order and in cases stipulated by the legislation and/or terms of the Agreement.

Moreover, in case of debiting cash based on claims of collectors, in case of need to purchase, sell foreign currency and/or convert cash from one currency to another, necessary fees for the relevant payments on the day of payment are reimbursed by the Client.

10.1.6. Require the Client to provide the documents and information necessary to determine the identity, essence of activity, financial condition, nature of a transaction, etc.

10.1.7. Delay or prevent the processing of electronic documents of the Client and information requests, if the latter does not follow the rules of their formation and/or transmission, and/or the procedure for their protection or if there are doubts about their validity and/or integrity and authenticity, and/or authorship prior to clarification of the issues arisen with the Client.

10.1.8. Introduce new software, technical and technological means to improve the functioning of the Remote Servicing System.

10.1.9. Provide the Client with optional Additional Protection Means, if their provision (for the first time) is free of charge. The Bank shall notify the Client through the Remote Servicing System of the introduction of mandatory Additional Protection Means.

10.1.10. Revoke/temporarily block the Client's Open Key Certificate in case of violation by the Client of the rules of use/storage of key information or the availability of information about the compromise of the Personal Keys.

10.1.11. In case of non-repayment of any debt under the Overdraft and/or the Loan within the terms/periods established by the Agreements, issue an order on compulsory payment of the debt under the Agreement in accordance with the Legislation.

10.1.12. Check in the Client's offices and warehouses (those of sureties (including property) and guarantors) the fulfillment of the Client's obligations under the Overdraft Agreement and/or Loan Agreement, targeted use of the Loan/Overdraft, preliminary verification of the pledger, mortgagor, surety, guarantor, Securities.

10.1.13. Refuse to provide the Loan/Overdraft in part or in full in case of violation of the Client's bankruptcy procedure or under other circumstances that clearly indicate that the Loan/Overdraft provided to the Client will not be repaid in time, as well as in other cases provided by this Agreement.

10.1.14. Use other rights provided by the Legislation and/or the Agreement.

10.2. The Bank undertakes:

10.2.1. To properly comply with the terms of the Agreement and the requirements of the Legislation.

10.2.2. To provide advice to the Client on its Cash and Settlement Servicing in the Bank.

10.2.3. Subject to the Client's initial registration in the Remote Servicing System and the provision to the Bank of the duly executed Client's Open Key Certificate (two copies), to connect the Client to the Remote Servicing System and perform its servicing in accordance with the Agreement.

10.2.4. At the Client's request, to block the current active Client's Public Key in the Remote Servicing System and register a new Client's Public Key after providing the Bank with 2 (two) copies of the printed Client's new Public Key Certificate, certified by its signature and seal (if necessary).

10.3. The Client is entitled to:

10.3.1. Dispose of funds available on its Account (s) at its own discretion, except in cases of restriction of the Client's right to dispose of funds in accordance with the requirements of the Legislation and/or cases established by the Agreement.

10.3.2. Indicate the value date in the payment order, which may not exceed the terms established by the Legislation.

10.3.3. In cases stipulated by the Legislation, receive cash based on a cash application submitted to the Bank for receipt of cash, in the amount, term and subject to the availability of funds on the Account (s) in accordance with the terms of the Agreement.

10.3.4. Get acquainted with the Bank's Tariffs and require the Bank to provide the selected Tariffs.

10.3.5. In case of disagreement with a change by the Bank of Tariffs and/or Tariff Packages and/or other terms of service, refuse the Bank's services and terminate the Agreement.

10.4. The Client undertakes:

10.4.1. To properly comply with the terms of the Agreement, the requirements of the Legislation, the internal rules of the Bank.

For the Clients being representative offices of foreign legal entities that do not carry out business activities on the territory of Ukraine, and Clients with separate divisions which have opened a Foreign Currency Account with the Bank, to perform debit transactions on such Accounts in accordance with the budget and to be responsible for proper use of funds on such Accounts.

10.4.2. Not later than the next business day after the day of receipt of the Statement, to inform the Bank about 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.

10.4.3. To notify the Bank that the Account is credited with cash that does not belong to the Client and within three working days from the date of receipt of such cash on the Account, to provide the Bank with a payment order for their transfer to the proper recipient, unless otherwise provided by the terms of the Agreement.

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

10.4.5. To notify the Bank in writing of changes in the location address and/or actual address, telephone numbers, changes in the composition of the executive body (s), other changes in the information about the Client in the Unified State Register of Legal Entities, Individual Entrepreneurs and Public Organizations, and for a non-resident Client in the information about the Client contained in the commercial, banking or court register/registration certificate of the local authority of a foreign state on the registration of the non-resident Client in accordance with the legislation of the country of location of the non-resident Client, certified in the manner prescribed by the legislation of Ukraine, within three days from the date of such change and provide within the same term changes in statutory documents of the Client and changes to documents regulating the powers of members of the executive body of the Client.

10.4.6. 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 (three) business days from the date of receipt of the request from the Bank.

10.4.7. Upon the Bank's request, to provide in full the correct information necessary for identification and/or verification of the Client, clarification of information on identification and/or verification of the Client, clarification of his/her 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.

Information for the purpose of knowledge of the Client and/or clarifications the information about it may be provided through the Remote Servicing System in the manner prescribed by the Rules.

10.4.8. To confirm the balance of the Account (-s) on January 1 of each year. Failure of the Bank to receive confirmation of cash balances on the Account (s) during the month is considered confirmation of the balance by the Client.

10.4.9. To submit to the Bank settlement documents and/or cash documents for the purpose of receiving/rendering services/transactions of the Bank under the Agreement, provided that there is a balance on the Client's Account sufficient for execution of the settlement and/or cash document submitted by the Client, simultaneous payment to the Bank of the One-off Fee for the provision of such service and repayment of arrears regarding the payment of the Periodic and/or One-off Fee in full in the presence of such indebtedness.

10.4.10. To ensure that the Client's Personal Key on external media and passwords for access to the Remote Servicing System are stored in such a way as to exclude their use by unauthorized persons.

10.4.11. When using the Remote Servicing System, to strictly comply with the requirements and follow all the Bank's recommendations on information security set forth in the Instructions, all technical, organizational, legal and other requirements established by the Bank for dealing with the Remote Servicing System.

10.4.12. To timely block the keys of the Client's employees and other persons who do not have the right to use it.

10.4.13. In case the Bank introduces mandatory Additional Protection Means, to sign the necessary documents for obtaining Additional Protection Means within 30 (thirty) 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.

10.4.14. 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.

10.4.15. Not to use directly or indirectly the financing received under the Loan Agreement and/or any other agreement or contract on financing of the Client concluded between the Parties, not to provide loans, not to invest or otherwise provide financing received under this Agreement to any Affiliate, to any Subsidiary, to any partner in the Joint Undertaking or to any other Person:

- a) for the purpose of financing the activities or business of a Sanctioned Person or with a Person who, at the time of such financing, is a Sanctioned Person or is in a country or territory which, at the time of such financing, is a Sanctioned Country; or
- b) in a manner that may result in a Violation of the Sanctions by the Person (including any Person involved in this financing as a bank, advisor, investor, hedger, loan officer, Security appraiser, etc.).

10.5. Clients with which the Loan Agreement and/or the Overdraft Agreement and/or the Trade Finance Transaction Agreement have been concluded additionally undertake:

10.5.1. To provide the following financial documents:

10.5.1.1. *Quarterly not later than the first 30 (thirty) days of the month following the reporting quarter, and not later than the first 60 (sixty) days of the quarter after the end of each financial year:*

- the Client's balance sheet with a breakdown of balance sheet items, the share of which in the amount is more than 10% (ten percent) of the balance sheet currency;
- profit and loss statement;
- bank statement on cash flows on the current accounts of the Client with other banks for the reporting period;
- certificate of absence/presence of the Client's debt on loans in other banks;
- list of amounts and counterparties, receivables and payables at the reporting date;
- certificate with information on the details of all accounts opened by the Client with other banks both at the time of concluding this Agreement and opened by the Client during the term of the Loan Agreement/Overdraft Agreement.

10.5.1.2. Within 30 (thirty) calendar days from the date of receipt of the Loan/Tranche (under the Loan Agreement), documents confirming the intended use of the Loan/Tranche (invoices, acts of works performed, acceptance certificates and other documents).

10.5.1.3. Within 2 calendar days from the date of the Bank's request, required accounting and tax reporting and other documents specified by the Bank;

The fact that the Client provides the Bank with accounting and tax reporting is confirmed by the mark of the relevant official of the Bank on the cover letter or copies of the submitted documents indicating the date of their submission.

10.5.1.4. Annually no later than February 28 of each year (if the Client is a legal entity), decryption of data under form No. 2 "Profit and Loss Statement" (column 2000) or form No. 2m (No. 2-ms) "Profit and Loss Statement" (column 2000) of its annual financial statements for the last reporting period on the structure of income of the enterprise in a form acceptable to the Bank, statement of cash flows, as well as Form No. 3 (directly or indirectly), if such form is provided by the Client under the Legislation.

10.5.1.5. No later than February 28 of each year, the annual financial statements of the Companies of the Group, if the Client is a legal entity that is part of the Group of Companies.

10.5.2. To provide the Bank with information on all related parties of the Client which are insiders in relation to the Bank in the form determined by the Bank and reimburse losses caused to the Bank, including financial sanctions applied by the supervisory authorities to the Bank for violation of relevant regulations approved by the Bank through the fault of the Client who has failed to provide information or provided the Bank with incomplete or inaccurate or improperly executed information.

10.5.3. Without the prior written consent of the Bank not to take actions on:

- pledge of assets that are the subject of Security, which ensures the fulfillment of obligations under the Agreement;
- pledge (for one or more transactions) of other assets of the Client, the total value of which exceeds 10% of the Overdraft/Loan/Trade Finance Transaction Limit or the Limit under the Trade Finance Transaction Agreement (at the official exchange rate of the NBU on the day of the relevant Agreement);
- providing a guarantee to secure the obligations of other business entities and/or individuals;
- actions on reorganization of the Client and/or establishment of new legal entities and/or liquidation of the Client; joining other legal entities to the Borrower, creation of legal entities by the Borrower or with its participation, as well as not to make changes in the structure of owners that are relevant on the date of signing the Loan Agreement and relevant agreements, additional agreements within it;;
- not to attract credit funds of other creditors and / or loans (including not to increase financing limits, not to receive overdrafts, not to issue factoring / leasing and documentary operations);
- changes of a person which holds more than 10% in the authorized capital of the Client and / or; which directly or indirectly exercises control over the Client's activities;.
- To notify the Bank of changes (and provide certified copies of relevant documents):
 - ✓ in the executive body of the Client - not later than three business days from the date of the relevant decision by the authorized management body of the Client;
 - ✓ its mailing address, telephone numbers, e-mail addresses - not later than three business days from the date of these changes;
 - ✓ In the location of the Client and/or constituent documents of the Client - not later than three business days from the date of state registration of the relevant changes.

10.5.4. To make all necessary efforts and take all required actions to prevent the occurrence of such events/circumstances that have a Material Adverse Effect (and in the event of any of them to notify the Bank immediately, but in any case within 3 business days from the date of their occurrence or from the date when the Client becomes aware thereof), in particular:

- complete or partial termination of the Client's activity or decision-making on compulsory liquidation of the Client;
- occurrence of any event or circumstance based on which the court may decide to terminate the Client in accordance with the Legislation;
- change of the subject of the Client's activity, revocation or cancellation of the Client's permits or changes thereto;
- when any indebtedness of the Client to the Bank has not been paid in due time or has been declared or otherwise becomes payable before the due date, or any creditor of the Client has acquired the right to declare or has declared any indebtedness of the Client as due and payable before maturity;
- violation of the Bankruptcy procedure, judicial restoration of solvency or compulsory liquidation in respect of the Client or a member of the Group (if the Client is a member of the Group);
- commencement of voluntary settlement or proceedings on the division of property, or similar proceedings instituted against the Client or a member of the Group (if the Client is a member of the Group) in the territory of any country;
- when the Client takes any action to restructure the financial debt to the Bank or other creditors, the amount of which is at least 10% (ten percent) of the total value of assets according to the latest financial statements of the Client, or impose a moratorium on repayment of the Client's financial debt;
- commencement of foreclosure under any obligation on the Client's assets, the total value of which is at least 10% (ten percent) of the amount of the Overdraft/Loan/Trade Finance Transaction Limit or the Limit under the Trade Finance Transaction Agreement (if such amount is expressed in a foreign currency, it is converted at the official exchange rate of foreign currencies and hryvnia set by the NBU at the time of conclusion of the Agreement);
- occurrence of any event or circumstance, including any current or potential legal or court dispute with respect to the Client and/or any member of the Group (if the Client is part of the Group) that adversely affects and/or may affect the Client's compliance with the terms of the Agreement;
- a change of control has occurred or may occur in relation to the Client or the Group (if the Client is a member of the Group), and for these purposes a change of control means the following circumstances:
 - if the Client's Parent Company ceases to control, directly and indirectly, not less than the size of the share of votes in the highest governing body of the Client held at the time of the relevant Agreement, and/or
 - a change in the composition of the owners (participants) of the Client and/or the Group (if the Client is a member of the Group), and/or
 - a change of the Client's executive body, and/or
 - if any person or group of persons acquires the ability to directly or indirectly control the activities of the Client;
- if the existence of legal relations with the Client contravenes the norms of the Legislation and/or the extraterritorial legislation etc.

10.5.5. If a Loan Agreement and/or an Overdraft Agreement has been concluded with the Client:

10.5.5.1. To use the Overdraft/Loan for the purposes specified in the Agreement and return the used Overdraft/Loan, pay interest for the use of the Overdraft/Loan and other payments specified in the Agreement.

10.5.5.2. In order to confirm its financial condition at a level sufficient to ensure the fulfillment of obligations under the Overdraft Agreement/Loan Agreement, the Client shall on a monthly basis during the relevant Agreement, starting from the first day of the month

following the month of conclusion of the Agreement, provide receipts to any of its Accounts with the Bank in the amount specified in the relevant Agreement. For the purposes of calculating amounts in accordance with this paragraph, receipts on foreign currency accounts shall be converted into hryvnia at the NBU exchange rate effective on the date of receipt.

Receipts are any funds credited to the Client's Accounts with the Bank, except:

- funds received from the purchase/sale of foreign currency cash at the Ukrainian Foreign Exchange Market, except for receipts in hryvnia from the mandatory sale of foreign currency in accordance with the requirements of the Legislation,
- funds transferred from the Client's transit, deposit and loan accounts,
- funds transferred from one current account of the Client to its other one,
- funds that have been contributed to the Client's authorized capital,
- funds of financial assistance paid to the Client's account by a third party,
- funds received on the Client's account from related parties,
- funds transferred from the Client's current accounts with other banks, which during the settlement month are transferred from the Client's current accounts with the Bank to the Client's current accounts with other banks,
- funds returned to the Client in connection with non-compliance with the terms of the agreement (s) concluded by the Client.

In this paragraph, the Parties understand any current accounts as any current account of the Client opened with the Bank (including branches, affiliates and other structural divisions of the Bank) in any currency.

10.5.5.3. To allow or provide access for the Bank's employees or its proxies to inspect the intended use of the Overdraft/Loan and the Client's financial condition, analyze its solvency, verify the subject of the Security, and provide all necessary documents for such inspections.

10.5.6. If a Trade Finance Transaction Agreement has been concluded with the Client:

10.5.6.1. To properly pay the Recourse to the Bank and duly fulfill its obligations under the Trade Finance Transaction Agreement.

10.5.6.2. To properly execute before the Beneficiary (and if the Trade Finance Transaction is a counter-guarantee - before the person in which favor the guarantee is issued), as well as provide the Bank at its first request with documents governing the relationship between the Client and the Beneficiary (and if the Trade Finance Transaction is a counter-guarantee to the person in which favor the guarantee is issued), including documents confirming the fulfillment by the Client of its relevant obligations.

10.5.6.3. Without a prior written consent of the Bank, not to make changes to the Contract relating to the essential terms of the Contract, in particular, the terms of delivery of goods/works/services, terms and procedures of settlements under the Contract, details of the Contracting Parties and other terms (fulfillment of obligations under the Contract, validity of the Contract and others).

10.5.7. If the Security is provided under the Agreement, the Client additionally undertakes:

10.5.7.1. Without the prior written consent of the Bank, not to take actions to pledge the assets that are the subject of the pledge to ensure the fulfillment of obligations under the Agreement (if a relevant pledge agreement has been concluded);

10.5.7.2. To immediately notify (by registered letter with acknowledgment of receipt) the Bank of claims of third parties and/or litigation involving third parties regarding the subject of the pledge.

10.5.7.3. No later than on the date of concluding the pledge agreement, under which the property is transferred as Security (hereinafter, the subject of the pledge) in order to ensure the fulfillment of the Client's obligations under the Overdraft Agreement/Loan Agreement/Trade Finance Transaction Agreement, to provide continuous annual insurance of the Security in favor of the Bank in an insurance company agreed with the Bank in writing for a period longer than the term of the Overdraft/Loan/Trade Finance Transaction Agreement not less than for 90 (ninety) calendar days from the occurrence of the following insurance risks: in case of damage, loss or destruction of property.

10.5.7.4. To make all necessary efforts and take all required actions to prevent the occurrence of such events/circumstances that have a Material Adverse Effect regarding the Security (and in the event of any of them to notify the Bank immediately, but in any case within 3 business days from the date of their occurrence or from the date when the Client becomes aware thereof), in particular:

- when the Client or a third party without the written consent of the Bank takes any actions on the subject of the Security contrary to the Agreement or a separate Security Agreement, as well as in case of actions or circumstances that have caused or may cause loss of the Security or a Security item or reduction of its value or impossibility of exercise by the Bank of its rights under the relevant Security Agreement;
- when the Client or a third party takes any actions in respect of cash coverage that have caused or may cause the loss of such cash coverage;
- violation of the terms of the Security Agreements by the Client or a third party .

Section 11. CONTRACTUAL DIRECT DEBIT

11.1. The Client instructs the Bank, and the Bank has the right to perform a contractual direct debit of funds from the Client's Account (s), in the manner prescribed by the Agreement or other agreements between the Bank and the Client, in the currency and amount of existing debt to the Bank under the obligations and/or for the services provided under the Agreement and/or other agreements concluded between the Bank and the Client.

In this case, if such contractual direct debit by the Bank is used, the order of the Client regarding the contractual direct debit has priority in relation to other settlement documents of the Client.

11.2. The Client has the right to instruct the Bank to perform a contractual direct debit of funds from its Accounts in its favor or in favor of a third party. The date and amount of the contractual direct debit, account details and other terms of such direct debit are specified by the Client in the additional agreement to the Cash and Settlement Servicing Agreement and/or other agreement on the provision of banking services.

11.3. The Bank performs contractual direct debit of funds from the Account (-s), taking into account the requirements of the Legislation on the transfer of funds and provided:

- no restrictions on the Client's right to dispose of funds on the Account (s) (arrest, ban, etc.); and
- no other restrictions (in particular, the account mode) in accordance with the Agreement, the Legislation; and
- sufficient funds on the Account (-s) for contractual direct debit and payment by the Client of the cost of the Bank's services in accordance with the Tariffs. Partial debiting of funds from the Account (s) by the Bank is not performed.

11.4. If the date of the contractual direct debit of funds falls on a day off, holiday or non-business day, then the date of the contractual direct debit of funds is the first business day following such day off, holiday or non-business day.

11.5. The Client is liable for the conformity of information on the recipient of funds, the essence of the transaction under which a transfer

is made by contractual direct debit, and in case of non-compliance the Client shall reimburse the Bank for the resulting damage.

- 11.6. To repay the existing debt to the Bank under the Agreement, the Client instructs the Bank, and the Bank has the right to debit funds from any Client's account in the national and/or foreign currency opened with the Bank, including in the future:
- in the amount and currency of such actual debt of the Client, or
 - in the amount of equivalent debt of the Client and expenses of the Bank (commissions, fees, etc., provided by the Legislation at the time of a transaction), which are related to purchase/sale/exchange (conversion) of currency at the Ukrainian Foreign Exchange Market and/or its exchange at the International Foreign Exchange Market, in case if the funds on 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 Foreign Exchange Market and/or at the International Foreign Exchange Market in the amount of such debt of the Client at the rate set by the Bank for this type of operations (i.e. at the rate of the authorized bank).
- 11.7. The Client instructs the Bank to repay the term debt under the Agreement from the account specified in the relevant Agreement.
- 11.8. Failure by the Bank to make the contractual direct debit does not release the Client from its obligation to properly repay the debt under the Agreement.
- 11.9. Contractual direct debit of funds for repayment of overdue debt under the Agreement is carried out from the date of delay in the performance of any monetary obligation under the Agreement.
- 11.10. Contractual direct debit of funds for repayment of term debt on the Loan is carried out simultaneously with the beginning of the last operating day of the term for repayment of such debt. And if the last day of repayment of term debt falls on the first business day of the month, the contractual direct debit of such debt will be made on the next business day as term debt.
- In this case, if the last day of the term for repayment of the Term Amount of the Loan is earlier than the last day of the term for payment of the Term Interest, the contractual direct debit of the Term Interest is made on the day of repayment of the Term Amount of the Loan.
- 11.11. In the event that the Client repays the Loan/Overdraft debt after the Bank has made a contractual direct debit, the Client's funds shall be used to repay the other remaining debt in accordance with the terms of the Agreement.
- 11.12. If the day of the contractual direct debit falls on a day off, holiday or non-business day, the day of the contractual direct debit is considered to be the first business day following such day off, holiday or non-business day. The Bank does not perform contractual direct debits from the Client's current accounts on the first business day of each month.

Section 12. LIABILITIES OF THE PARTIES, PROCEDURE FOR CONSIDERATION OF DISPUTES

- 12.1. The Parties shall be liable for breach of obligations under the Agreement in accordance with the Legislation, except for the cases established by the Agreement.
- 12.2. The Bank is not liable for:
- delays in the provision of services by postal operators or courier companies;
 - 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 location of the Client without a notice about such changes to the Bank in accordance with the procedure specified by the Agreement.
- 12.3. The Bank is not liable for disclosing information about the identification of the Client and/or the essence of the Client's financial transactions to third parties, subject to compliance with the requirements stipulated in the Agreement.
- 12.4. Disputes arising during the term of the Agreement shall be resolved through negotiations. In case of failure to reach an agreement, the dispute shall be solved in court.

Section 13. USE OF INFORMATION

- 13.1. The Parties agree that the text of the Agreement, any materials, information relating to it are confidential and may not be disclosed to third parties without the prior written consent of the other Party to the Agreement, except as provided by the Legislation and/or the Agreement.
- 13.2. 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 and/or personal data of the Client, if it is an individual):
- which in accordance with the Legislation is part of the credit history (including information contained in state registers and other public databases), to/from/through credit bureaus, which are created and operate in accordance with the Legislation of Ukraine, in the procedure defined by the Legislation of Ukraine "On the Organization of Formation and Circulation of Credit Histories". Information on the name and address of the credit bureaus to which JSC UKRSIBBANK will transmit information for the formation of credit histories is published in newspaper "Holos Ukrainy" as well as on the official website of the Bank at: <https://ukrsibbank.com/>. The Parties also agree that the Client consents that the Bank has the right to provide the necessary information on the formation of credit history to other persons in need of such information to perform their functions or provide services to the Bank in the volume to be determined by the Bank independently taking into account the requirements of the Legislation of Ukraine;
 - required when transmitting/receiving information to/from/through the Credit Register of the National Bank of Ukraine;
 - required when entering information about the debtor in the registers of encumbrances when concluding agreements to ensure the fulfillment of obligations under the Agreement;
 - required for concluding and/or performing insurance contracts, to/from/through insurance company (-ies);
 - required when entering into agreements on the assignment of the right to claim and/or the transfer of debt under this 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;
 - 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 in respect of 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;
 - required for third parties to perform their functions or provide services to the Bank, including, but not limited to, services for the custodian storage of documents, archives, and measures to regulate the existing debts of the Client and to hold promotions and/or prize drawings, and/or loyalty programs etc., in accordance with the agreements made between such persons (organizations) and the Bank, provided that the functions and/or services stipulated by the contracts relate to the Bank's core business, which it carries out on

the basis of the received banking licenses and written permissions; and/or are aimed at fulfilling the terms of the Agreement and/or the agreements under which security for the fulfillment of obligations under the Agreement is provided;

- 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, 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), etc.

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 legislation 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.

- 13.3. The Bank has the right to inform the Client about the status of debt servicing under the Agreement, terms of regular payments, provide the Client with other information, including confidential or containing bank secrecy about the Client and/or personal data of the Client, by sending Information Notice to the Client's telephone number, provided by the latter to the Bank, or otherwise subject to the requirements of the Legislation.

The Bank is not liable for the timeliness and delivery of Information Notices. Delivery of Information Notices is not guaranteed and may not be carried out or delayed, in particular, for the period of maintenance of the transport network of operators, or in cases of its failure, or if the subscriber is out of range of networks, etc.

- 13.4. 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).

- 13.5. The Bank undertakes to properly maintain information constituting bank secrecy and is liable for its preservation in accordance with the procedure established by the Legislation of Ukraine.

- 13.6. By signing into the Agreement, the Client certifies that it understands and agrees with the use of the information specified in this paragraph hereof and also confirms that it has been duly informed about the possibility of including personal data of the Client, if it is an individual, which have become or will become known to the Bank during the performance of the Agreement, into any personal data base of JSC "UKRSIBBANK". In addition, 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.

Section 14. REPRESENTATIONS AND WARRANTIES

- 14.1. By signing the Agreement, the Bank confirms:

- that the Bank has the necessary licenses and permits to enter into the Agreement;
- that the Agreement is signed by the Bank by an authorized person and the signing of the Agreement is not an excess of its authority.

- 14.2. By signing the Agreement, the Client confirms:

- that the Client is a company or individual entrepreneur, or an individual engaged in independent professional activities, duly established/registered and operating in accordance with the Legislation and/or legislation of the country of registration, as well as it has all required documents (licenses, permits, etc.) necessary for the conclusion and performance of the Agreement (and Contracts, if a Trade Finance Transaction Agreement has been concluded with it) and for the implementation of its activities, and holds its assets on legal grounds;
- that the Client (its representative) has all the necessary authorities, including from members (shareholders, founders, co-owners) and other governing bodies of the Client, necessary for the conclusion and implementation of this Agreement (and Contracts, if a Trade Finance Transaction Agreement has been concluded with it);
- The Client fully understands all the terms of the Agreement, its rights and obligations under the Agreement and agrees with them;
- its ability to fulfill the terms of the Agreement;
- that the conclusion of this Agreement (and Contracts, if a Trade Finance Transaction Agreement has been concluded with the Client) and related documents and fulfillment of obligations under this Agreement and Contracts do not violate or contradict laws, other regulations, court decisions, constituent documents of the Client, provisions of the agreements and obligations that are binding on the Client and do not create grounds for foreclosure on any asset of the Client;
- that there are no obstacles to the performance of the Agreement (and the Contracts, if a Trade Finance Transaction Agreement has been concluded with the Client) and the Client is able to fulfill their terms;
- that there are no events/circumstances that have a Material Adverse Effect;
- that the documents provided by the Client to the Bank do not contain any unreliable information, are compiled and/or received in the manner prescribed by the relevant legislation;
- that there is no ground for liquidation of the Client on the grounds provided by the Legislation/legislation of the country of registration, that it is located at the location address specified in the Agreement.
- If a Loan Agreement and/or an Overdraft Agreement and/or a Trade Finance Transaction Agreement have been concluded with the Client, the Client also confirms:
- that on the day of concluding the Agreement there are no court investigations (disputes), investigations by state bodies that may significantly and/or negatively affect the financial condition and creditworthiness of the Client;
- that the Client understands and agrees to assume the risks of fluctuations in foreign exchange rates in the event of obtaining a Loan and/or Overdraft and/or Trade Finance Transaction in a foreign currency;
- that it has at its disposal its own or leased fixed assets or other property necessary for the performance of its activities, which generate cash flows in the amounts necessary to meet the monetary obligations under the Loan Agreement and/or the Overdraft Agreement and/or the Trade Finance Transaction Agreement, as well as the personnel required to carry out operational activities;
- neither the Client, nor any of its Subsidiaries, nor any of its directors or officers, nor any of its Affiliates or its agents or employees are involved and their activities/conduct do not indicate acts that violate any norms and provisions of anti-bribery, anti-corruption or anti- money laundering/terrorist financing legislation. The Client has taken all necessary measures, including obtaining approvals and implementing appropriate procedures and guidelines to prevent any violation of the above laws, norms, regulations and rules, etc., including those relating to Sanctions.
- neither the Client, nor any of its Subsidiaries, nor any of their respective directors or officers, nor any of its Affiliates or its agents or employees or agents or employees of its Subsidiaries and its Affiliates are Sanctioned Persons, are owned or controlled by:

- a) A Sanctioned Person; or
- b) A person whose location/place of residence/stay or registration is the Sanctioned Country.

The above representations and warranties provided by the Client on the date of signing the Agreement will be considered provided and confirmed on each date on which the funds will be provided, and then on each date of payment of interest/repayment of debt under the Agreement.

In the event of circumstances that have led or may lead to a violation of the Client's representations and warranties, the Client shall immediately notify the Bank, but not later than within 2 (two) calendar days from the date of their occurrence.

Section 15. MISCELLANEOUS

15.1. The Bank independently keeps records and calculates the Client's debt in accordance with the requirements of the NBU and the terms of the Agreement. In case of disputes between the Parties, Statements, primary documents (settlement documents of the Client), balance sheet data provided by the Bank, etc. are accepted as written or electronic evidence of non-fulfillment of the Client's obligations, which is of priority importance, if the Client does not prove the invalidity of the documents provided by the Bank or does not provide other evidence of fulfillment of obligations.

15.2. Unless otherwise provided in the Agreement, any notification which may or shall be provided by one Party to the other Party in accordance with the Agreement shall be in writing in paper and / or electronic form, signed on behalf of the Party providing such notification, and shall be made:

- (1) by sending it by a registered letter with a description of the attachment and acknowledgment of receipt or delivering by a courier service, in each case to the address of the Party to which such notice is addressed, defined as the mailing address in this Agreement, unless the Party notifies the other Party of another the mailing address; or
- (2) by handing it over personally to a representative of the other Party.
- (3) by sending a message through the RSS to send an electronic document, which is duly executed and signed with the Qualified electronic signature (signature) and, if available, sealed with Qualified electronic seal of the Party.

Confirmation of the fact that a notice is sent is a postal receipt or other postal document proving the fact of sending or handing over or receiving such notification.

Any e-mail sent by one Party to the other Party in accordance with the Agreement shall be sent to the e-mail address of the Party to which such notice is addressed, specified in the relevant Agreement, unless the Party concerned has notified the other Party of another e-mail address. Such notification by e-mail is for informational purposes only and in no way affects the rights, obligations of the Parties and does not create or change the legal relationship between the Parties insofar as such notification relates, unless otherwise provided by the Agreement and except in cases of providing the Client with the Guarantee in electronic form to the Client's e-mail address on the terms and in the procedure prescribed by the Agreement.

In this case, the notification through the RSS on the sending of Applications on the Tranche together with such Applications set out in electronic format, together with the relevant documents set out in electronic format or copies of original documents certified by the Client's qualified electronic signature or the Client's representative the mechanism of the relevant Loan Agreement.

15.3. By signing the Cash and Settlement Servicing Agreement, the Client certifies that prior to concluding this Cash and Settlement Servicing Agreement it is acquainted with the content of the Certificate on the Deposit Guarantee System for Individuals, which is certified by its signature in the Cash and Settlement Servicing Agreement, with the requirements of Article 26 of the Law of Ukraine "On the Deposit Guarantee System for Individuals" and information posted on the official website of the Deposit Guarantee Fund on the Internet on the protection of depositors' rights. The Client also confirms that it fully understands the requirements of the legislation of Ukraine and the cases in which the Deposit Guarantee Fund does not reimburse depositors.

15.4. The Parties have agreed to set a contractual limitation period of 5 (five) years.

15.5. The place of concluding and performing the Agreement is considered to be the address of the Bank, which is defined in the relevant Agreement as the address of the Bank for correspondence.

Section 16. PROCEDURE FOR THE CONCLUSION, CHANGE, AND TERMINATION OF THE AGREEMENT

16.1. The Rules are public, are developed for an indefinite period and come into force from the date stated upon their publication in newspaper "Uriadovy Kurier" 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.

16.2. The Rules may be revoked or may be changed by the Bank by posting amendments to the Rules or revised Rules in newspaper "Holos Ukrainy"/"Uriadovy Kurier" 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.

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 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 (fourteen) 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 transactions in accordance with the Agreement after the entry into force of the amendments to the Rules shall confirm 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 which the Agreement has been concluded and are effective for each of them in the last edition, which was valid before the cancellation, until the full performance of all obligations under the Agreement between the Bank and the Client.

16.3. The Agreement shall become valid and effective upon its conclusion.

16.4. The Cash and Settlement Servicing Agreement, the Overdraft Agreement, the Loan Agreement, the Trade Finance Transaction Agreement shall be concluded in the required number of copies for each Party, having equal legal force and validity, one for each Party except for transactions and agreements concluded in electronic form, each electronic copy of which is considered the original. Copies of the Overdraft Agreement and the Loan Agreement, the Trade Finance Transaction Agreement are identical. Copies of the Cash and Settlement Servicing Agreement are identical, except for the details of the “Bank Marks”, which are filled in only in the copy of the Cash and Settlement Servicing Agreement of the Bank. Both copies of the Cash and Settlement Servicing Agreement have equal legal force and validity.

16.5. All Annexes to the Agreement are an integral part hereof.

16.6. The Parties, guided by the principle of freedom of contract, , in case of conclusion on paper, have agreed that after concluding the Agreement, each Party undertakes to certify each page of the sheet on which the terms of the Agreement are set out, through signing each page by an authorized person of the Party.

In this case, the Parties shall be released from such obligations if:

- The Agreement and/or the Agreement on Amendments to the Agreement are set out on one sheet, and/or
- upon concluding this Agreement, the Parties have agreed on its notarization, and/or
- The Agreement and / or agreements concluded within the framework of such Agreement, and / or amendments to the Agreement are made in the form of an electronic document.

16.7. Any separate Agreement may be terminated and/or the provision of services may be terminated at the initiative of the Bank in the following cases:

- in cases stipulated by the Legislation 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 conduction 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 has and/or may have a negative impact on the Bank and/or BNP Paribas Group, including, but not limited to, causes or may cause material damage and/or adversely affect the reputation of the Bank and/or BNP Paribas Group and/or in case the Bank loses commercial interest in further cooperation with the Client, and/or,
- in the event of technical impossibility of servicing of the Client in the future.
- in the event of violation by the Client of the terms of the Agreement; and/or
- if the existence of legal relations with the Client contravenes the norms of the Legislation and/or the extraterritorial legislation; and/or
- in other cases stipulated by the Legislation and/or the Agreement.

The obligations of the Parties under the Agreement are terminated in full, unless otherwise arising from the Agreement (and in case of termination of the Cash and Settlement Servicing Agreement, the Account (s) shall be closed) on the date specified by the Bank in the notice sent 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 such case, the obligations in respect of repayment of debts to the Bank exist until they are fully performed by the Client.

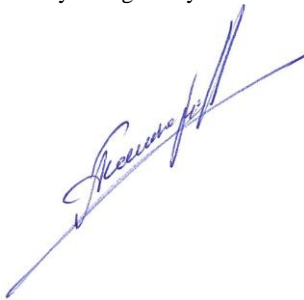
Moreover, a sufficient reason for termination of the Agreement is the Bank's relevant reference to this clause of the Agreement in the notification without further explanation of the circumstances of its termination.

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

The Parties have agreed that a paper notice may be signed by facsimile of the authorized person of the Bank as follows:

Deputy Chairman of the
Management Board at JSC
“UKRSIBBANK”

A. Kashperuk



Deputy Chairman of the Management Board of JSC “UKRSIBBANK”

O. V. Polianchuk