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This document is a translation into English of RULES (CONTRACT TERMS AND CONDITIONS) TO OPEN AND PROVIDE ALL-ROUND CASH AND SETTLEMENT SERVICES UNDER BANK ACCOUNTS OF UKRSIBBANK, JSC, INDIVIDUAL CLIENTS (the Rules). These Rules in English shall not to be published in the official print media and shall be provided to the Client for information on his request. In case of any discrepancies the Ukrainian version of the Rules shall prevail.

**“RULES (CONTRACT TERMS AND CONDITIONS) TO OPEN AND PROVIDE ALL-ROUND CASH AND SETTLEMENT SERVICES UNDER BANK ACCOUNTS OF JSC “UKRSIBBANK” INDIVIDUAL CLIENTS”**  
**(with amendments)**

**SCOPE OF RULES**

The present “Rules (Contract Terms and Conditions) to open and provide all-round cash and settlement services under bank accounts for individual clients of JSC “UKRSIBBANK” (hereinafter referred to as the Rules) shall mean an offer to conclude an agreement to open accounts at JSC “UKRSIBBANK” (card, savings, deposit accounts) and provide cash and settlement services under such accounts on terms and conditions set by the Bank and applied to regulate relations under agreements concluded between the Bank and the Clients:

- if such agreement refers to the present Rules, or
- if such agreement was concluded on terms and conditions of **Standard Rules to Perform Transactions under Current (Card) Accounts Opened for Individual Clients of JSC “UKRSIBBANK”** published in *Holos Ukrainy* newspaper, No. 164 (4164) dated 14.09.2007 with amendments (*Holos Ukrainy* newspaper No.98 (4848) dated 01.06.2010) and other amendments under terms and conditions of the Agreement, or
- if such agreement was concluded on terms and conditions of **Rules (Contract Terms) of All-Round Cash and Settlement Services for Individual Clients of JSC “UKRSIBBANK”** published in *Holos Ukrainy* newspaper, No. 45 (4795) dated 13.03.2010 with all subsequent amendments; these Rules shall apply only to servicing savings accounts and card accounts, or
- if the agreement terms are changed to the ones prescribed by these Rules in the order envisaged by these Rules, namely provision of Consent for the shift to these Rules.

The Rules shall not regulate relations under any other agreements concluded by JSC “UKRSIBBANK”, including any other agreements to open accounts and receive cash and settlement services apart from those mentioned above.

The present Rules set for Individual Clients the procedure to open, service, and close Accounts, as well as the procedure to give and use cards, the conditions and terms of opening and servicing deposits, the procedure to set and change Tariffs, define conditions and order of issuing/granting, servicing, repayment and closing overdrafts and credits on the card Account, set the procedure to use Accounts and make transactions on the Accounts in the Bank branches, via self-service facilities of the Bank (ATMs) and the UKRSIB online system on terms and conditions set by the Tariffs of the Bank and the Agreement.

The present Rules shall be binding for all Parties of the Agreement, i.e. both the Bank and the Client.

**TERMS USED IN THE RULES:**  
*(given in alphabetic order – Ukrainian)*

“**Authentication data**” shall mean the Client’s password to get authorized with Mobile Application including, but not limited to, biometric data – authorized access with the fingerprint, as prescribed in the terms and conditions / rules / offer by the Provider, PIN, as well as other data applicable to access such Mobile Application; “**3D Secure**” shall mean a technology that ensures maximum security when performing transactions with a card in the Internet;

“**CVV2**” (Card verification value)/“**CVC2**” (Card verification code) code shall mean three-digit security code printed on the back of the Visa Inc. or “Master Card Worldwide”, respectively, or which is displayed at the request of the Client in RBSS after confirmation by the Client of the OTP request and is used as additional protection against card forgery. CVC2 or CVV2 number is the Client’s signature and is equated to the PIN when paying for goods and services on the Internet;

“**DCC (Dynamic Currency Conversion)**” shall mean service of immediate currency conversion: transaction in currency of issuing country carried out abroad (for Ukraine – UAH);

“**Dreams service**” is a software integrated with the UKRSIB online system and implemented as a separate menu in the Client's personal account in the UKRSIB online system, which allows the Client to save funds for the Client's chosen goals using the Dreams service and manage the saving process by entering certain commands (data entry) in the Dreams service menu.

“**Call center**” shall mean 24/7 client support service by the Bank. The Client can use the chat in UKRSIB online system or call the service at 729 (free of charge from mobile telephone), 0-800-505-800 (free of charge from telephones on the territory of Ukraine), 38044-298-82-90 (for international calls). In order to improve the quality of servicing, all telephone communication with Bank representatives via Call center can be recorded;

“**Online-inform**” (SMS-notification) shall mean a service that enables the Client/Holder to receive information on transactions under the payment card and limited number of information notifications on transactions under card Account without payment card;

“**Online-inform+**” (SMS-notification) shall mean a service that provides for notification within “**Online-inform**” and expanded set of information notifications depending on the selected Tariff plan on transactions under Account/Accounts without payment card;

“**automatic overdraft limit**” shall mean an overdraft that can be provided to Client by the Bank in line with the Application Agreement. The fixed automatic overdraft amount is specified in the Application Agreement and in the Bank's Tariffs. If the automatic overdraft amount is changed, it is further serviced on conditions for individual overdraft as envisaged by the Agreement, starting from the date such change is effective;

“**authorization**” (for cards) shall mean the procedure to get a permission for operations with cards;

“**overdraft limit cancellation**” – cancellation of overdraft limit and/or setting zero overdraft limit;

«**EMA**» - Ukrainian Interbank Association of Members of Payment Systems "EMA" (the USREOU ID 30401000), which is the owner of EMA Anti Fraud Hub, owner of the personal database "Exchange-online" and information about users of EMA Anti Fraud Hub;

“**EMA Anti Fraud Hub**” - (or “**EMA AFH**”) - the main secure portal through which intersectoral anti-fraud data exchange and / or transit using the API and which is implemented in the form of application software that contains services / modules and database personal data "Exchange-online" (<https://www.ema.com.ua/business/antifraud-hub/>). EMA Anti Fraud Hub provides the following information between financial market participants who have entered into an agreement with EMA to join EMA Anti Fraud Hub:

- about the illegal, illegal use of payment instruments and payment systems, payment infrastructure, equipment, software suitable for compromising information;

- about forgery of payment cards, electronic money, electronic wallets, etc .;

- about illegal or illegal actions in the field of obtaining (granting) loans, credits;

- about the results of payment monitoring, authorization histories;

- results of information analysis that contribute to the proper identification of payers, recipients, subjects of legal relations of loans, credits, settlements;

- photo / video / audio information, reference and statistical information;

- methodical recommendations and expert information (<https://www.ema.com.ua/business/antifraud-hub/>);

“**the Bank**” shall mean JSC “UKRSIBBANK”;

“**ATM**” (Automatic Teller Machine) shall mean hardware-software complex allowing the Holder to perform self-service under operations in line with functional capacities of the complex;

“**account statement**” shall mean report/confirmation of cash flow on the Account under the performed operations, including card operations, and balance on the Account provided by the Bank on the Client's request;

“**blocking of funds / transaction amount**” - inaccessibility for the Client's disposal of a certain amount of funds accounted in Account, in the cases specified by the Agreement or by the Law.

“**expense limit**” shall mean amount in the currency of the card Account, within which the Client and/or the Holder can perform a certain operation. For an additional card issued in the name of a minor and / or a child, the Bank sets a spending limit of UAH 10. on the day that can be changed by the Client (for cards issued in the name of a person under 11 years of age - the limit can be changed by the Client to 100 UAH / day, for persons who have reached 11 years - after ordering and issuing a new of the additional payment card the limit can be changed by the Client to the level of basic limits which are established for a certain type of cards. The expenses limit under the card Account shall be calculated as a difference between the balance on the Account and the amount which is blocked but not written-off, as well as the amount of commission for performing such an operation;

“**Deposit**” - in accordance with the legislation - funds in cash or non-cash form in the currency of Ukraine or in foreign currency, which are attracted by the Bank from the depositor (the Client) (or received to the advantage of the depositor (Client)) under the terms and conditions of the bank deposit agreement (deposit), bank account agreement, including accrued interest on such funds, in accordance with the Law of Ukraine "On the system of

guaranteeing deposits of individuals"; for the specific purposes of these Rules - shall mean funds of the Client credited to the deposit Account of the Bank in line with the Deposit Account Application and Rules; **"Deposit Account"** shall mean a deposit account, which the Bank opens for the Depositor to place the Deposit;

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

**"due date"** shall mean the date on which the Bank shall pay the Deposit interest to the Client;

**"date of depositing"** shall mean the date when the Client deposits money on the account;

**"date of return"** shall mean the date when the Bank shall return the money on the deposit account to the Client;

**"effective date of amendments to the Rules"** shall mean the date indicated in the note about the amendments to the Rules since when amendments to the Rules come into force in cases envisaged by paragraph a) of clause 11.2 of the Rules;

**"date of publication of amendments to the Rules"** shall mean the date of publication in *Holos Ukrainy* newspaper, any other official periodical, on the website <https://ukrsibbank.com/>, information desks in the Bank branches, or Account statements. The date of publication of amendments to the Rules is indicated in the note about these amendments.

**"RBS"** shall mean Remote Banking Service of the Client in UKRSIB online system, as well as using Call center tools which is performed by the Client individually i.e. is not performed under power of attorney;

**"Holder"** shall mean Client or an individual lawfully using a card (main and/or additional);

**"Client's authorized representative"** shall mean officer duly authorized by the Client to perform operations using a part or the whole amount on the Client's Accounts, as well as to perform operations that are not in conflict with the Law and the Agreement by means of issuing a Power of Attorney in line with the Law and the Agreement. An authorized representative can simultaneously be a Holder of an additional card, incl. minor (-s) and / or child (-ren);

**"Agreement"** shall mean the Agreement for opening and servicing Account/s, which shall be concluded between the Bank and the Client in line with these Rules (including the instance when the Agreement was transferred to these Rules by means of concluding Consent for the shift to these Rules, and/or in any other way) with all annexes, as well as Deposit Applications, Tariffs, Guidelines, supplementary agreements, and these Rules;

**"Application Agreement"** shall mean the "Application Agreement for Opening and All-Round Cash and Settlement Servicing of Individual's Accounts (with the Rules)" without annexes or the "Application Agreement for Opening of a Bank Account and Servicing of a Card (with the Rules)" without annexes or the "Application Agreement for All-Round Cash and Settlement Services (with the Rules)" without annexes or the or the Agreement on exclusive private banking «Personal Banking»

concluded by the Bank and the Client. The Parties agreed that conclusion of Application Agreement can be carried out by the Bank both through authorized representatives of the Bank or by means of applying sample signature of authorized representatives of the Bank, given below:

Deputy Chairman of the  
Management Board at JSC  
"UKRSIBBANK"

A. Kashperuk



**"additional card"** shall mean a card issued in addition to the main card. It can be issued in the name of the Client or the Client's authorized representative. Operations involving additional cards are recorded on the Client's card Account. Transactions on the additional card issued in the name of a minor and / or a child are carried out at the expense of the Client. All operations performed by a minor and / or a child with the help of an additional card are considered performed on behalf of and with the consent of the Client (one of the parents, adoptive parent or guardian) and in compliance with the requirements of Art. 31, 32 of the Civil Code of Ukraine;

“**electronic document**” shall mean soft copy of a settlement, which is formatted to be compatible with a relevant software used to generate electronic documents. Such document can be generated, transferred, saved, and displayed in a visual form using electronic facilities;

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

“**Law**” shall mean the applicable Law of Ukraine, including normative and legal acts of executive bodies and the National Bank of Ukraine;

“**Salary card account**” shall mean a card account of the Client serviced by the Bank within the framework of salary project, from which the amount of an obligatory minimum payment is periodically written off in line with the ‘Credit Card with a Grace Period’ or “credit “pay by instalments” product within the timeframe and in lines with the terms identified by these Rules;

“**Salary account**” shall mean a card account of the Client serviced by the Bank within the framework of salary project;

“**Salary projects**” shall mean target projects, which envisage accrual of salaries and other payments to Bank employees or employees of companies, which have dedicated agreements for this project;

“**identification and authentication facilities**” throughout the text of the Rules jointly **Personal Key, Personal Password, OTP** and private safe mobile number:

“**Personal Key**” (or «**SMID**») shall mean unique ten-character digital identifier (may be used as a login for UKRSIB online system) of the Client which is used to identify the Client as a Bank’s client both while individual contact of a Bank’s employee (visit of the branch) and using Remote Banking Service (calls to the Bank’s call center, accounts handling, receiving Banking Service and information on the transactions executed when using UKRSIB online system via the Internet, etc). The Key is printed on the Client’s card and/or on the Client’s copy of the Credit Agreement and/or issued to the Client by the Bank at a branch or displayed in RBSS. Only the last key provided to the Client by the Bank shall be deemed valid.;

“**Personal Password**” shall mean unique digital password of the Client used to access the UKRSIB online system along with the Personal Key. The Password is set by the Client when the Client accesses the UKRSIB online system for the first time. It is known only to the Client. The Bank sends personal password to access the UKRSIB online system for the first time to the Client’s private safe mobile number by information notifications;

“**Bank's partner**” shall mean a legal entity with which the Bank has entered into a cooperation agreement that provides the interaction of the parties on the sale of goods of the trading organization (trader) at the expense of Bank's loan funds.

“**Trading Organization**” shall mean a legal entity, including a Bank's partner, which commits sale of goods and, in the terminal network of which Bank Clients can pay for the goods using the card at the expense of funds received by the Client as the “credit “pay by instalments””.

“**OTP**” shall mean one-time password, which the Client uses for additional confirmation of actions in the UKRSIB online system, including for electronic identification. The Parties have agreed that the use of OTP equates to the electronic signature of the Client on a digital document. OTP is generated automatically and is logically connected with the data to be confirmed via OTP. The Bank sends OTP to the Client’s private safe mobile number (by information notifications);

“**private safe mobile number**” shall mean the number of the Client’s mobile phone specified by the Client in the Application Agreement/Credit Agreement and/ or provided to the Bank by the Client in a written form (in the application for the establishment / amendment of identification means and/or in the application, which is formalized by the Client when applying to the Bank for a loan and/or in the application form drawn up by the Client for the purpose of identification /reidentification (to clarify some information on identification) in line with internal procedures of the Bank) or specified by the Client by issuing a request for notification / changing the number at ATMs of the Bank in line with these Rules and/or provided by the Client when contacting Call center and recorded by the Bank’s system. The last private mobile number provided by the Client shall be deemed valid. A private safe mobile number along with a Personal Password may be used to login to UKRSIB online and according to the text of these Rules, can be used in the meaning of the term “Private Key” when referring to its use as a login to the UKRSIB online system;

“**Deposit Account Application**” shall mean the Individual Application Agreement submitted by the Client via UKRSIB online system, which contains all essential conditions and terms of the Deposit, and which is protected with identification and authentication means;

“**Savings Account Application**” shall mean the Individual Application Agreement submitted by the Client via UKRSIB online system, which contains all conditions and terms of accruing funds to the Savings Account, and which is protected with identification and authentication means;

**“Account Application”** shall mean the Application issued by the Client for the Bank to open a respective account. The following instances shall be regarded as the issuance of the application as well: conclusion of the Application Agreement between the Client and the Bank and the confirmation of the Account in the Call center system; Bank’s decision to open the account with further notification of the Client by information notification or written notice. Account Application is the Account Agreement within one package offer and shall be bound by all Agreement terms, namely terms and conditions of the Application Agreement and these Rules;

**“Consent for the shift to the Rules”** shall mean consent of the Client (with who agreement is concluded without reference to these Rules) to be serviced under the conditions set forth in the Rules. Consent for the shift to the Rules shall be given by the Client by concluding supplementary agreement and/or by signing other document, which contains his/her consent for the shift to the Rules and/or approval of shift to the Rules by the Client via Call center and/or usage of Call center service by the Client that is specified in cl.4.3.21 of the Rules and/or any other service specified herein.

**“Individual overdraft limit”** shall mean overdraft provided by the Bank based on the Client’s application or Application Agreement and in line with internal procedures of the Bank;

**“Guidelines”** shall mean User’s Guidelines to Electronic Banking System for Individual Clients posted online at <https://ukrsibbank.com/>. The Parties have agreed to deem the Guidelines as annex to the Agreement, which shall constitute its integral part;

**“informational notifications”** shall mean notifications which shall be sent to the Client via mobile services providers in form of SMS messages, systems of snap messages exchange (messengers) or other channels defined by the Bank;

**“card”** shall mean electronic payment facility in the form of plastic or other card, incl. Virtual Card, issued in line with the legislation of Ukraine and used by the Holder to perform operations within the expenses limit that are envisaged by the legislation of Ukraine and the Agreement. In some cases, a Card may combine both payment and non-payment properties, for instance, it may be used as a student ID card, etc. Such a possibility shall be indicated in the Tariff Plan under which the Card is issued and serviced;

**“Card Account”** shall mean current (card) Account, which is opened for the Client under the Agreement. This account can be managed via the card and by the Client submitting payment documents. This Card Account is namely used to account card operations performed by the Holder;

**“Electronic trust services”** - services provided to the Client by a qualified provider of electronic trust services of JSC "UKRSIBBANK" in accordance with the connection agreement. Agreement on the provision of electronic trust services, application for registration for a qualified public key certificate, the procedure for obtaining a qualified public key certificate and tariffs for electronic trust services provided by a qualified provider of electronic trust services JSC "UKRSIBBANK", posted on the provider's website: <https://csk.ukrsibbank.com>.

**“the Client”** shall mean individual willing to subscribe for the Bank’s services to open and service Accounts, including lending, under the Agreement concluded by such individual and the Bank;

**“Credit Agreement”** shall mean any agreement, concluded between the Bank and the Client (including Consumer loan agreement, Application agreement and Individual card account and loan agreement, which refers to the «Rules (Contract terms) of consumer lending for borrowers of JSC «UKRSIBBANK» with the possibility of opening and providing cash and settlement services under card (current) accounts» (hereinafter referred to as “Consumer lending Rules”);

**“limits”** shall mean limits set on performing operations with Account – maximum amounts, which can be transferred by the Client from Accounts, and the number of such transfers. The limits shall be set and approved by the Bank and are posted for Clients information on the Bank’s web-site at: <https://ukrsibbank.com/>;

**“IEM”** shall mean International Exchange Market;

**“FEMU”** shall mean Foreign Exchange Market of Ukraine;

**“IPS”** (International Payment System) – “Visa Inc.” and/or “MasterCard Worldwide” etc. payment system operating in at least two countries;

**“Savings Account”** shall mean current account opened for the Client based on the Agreement and used in line with the account purpose prescribed by the Law and Savings Agreement;

**“Mobile Application”** shall mean a software installed in a Mobile device and in connection with and to which only the Provider enjoys all the rights, that allows to create the electronic presentation of the payment card and enables payments under such electronic presentation of the payment card;

**“Mobile Device”** shall mean a mobile PC, tablet, mobile telephone that allow for functions of a mobile phone and that of installation of the Mobile Application, and to allow for Internet connection;

**“national currency”** shall mean the national currency of Ukraine;

**“NBU”** shall mean the National Bank of Ukraine;

**“unsanctioned debt/overdraft”** shall mean the Client’s debt to the Bank under the Card Account which resulted from exceeding the Expenses Limit rather than from the Agreement. The amount of such overdraft and time of occurrence cannot be forecasted;

**“obligatory minimum payment”** shall mean a part of the Client’s credit debt under the card Account, which the Client shall pay in case of overdraft limit usage. The amount of such payment shall be calculated at the end of the last working day of every month and includes interests, fees (accrued, but not paid by the obligatory minimum payment calculation date) for servicing/using the overdraft limit in line with the Application Agreement/Tariffs, as well as 10% of the used individual overdraft limit (100% for the automatic overdraft limit) unless stated otherwise in the respective application for setting/changing overdraft limit;

**“service outlet”** shall mean an outlet where respective Client’s Account/s is/are serviced;

**“overdraft/loan”** shall mean short-term loan, which the Bank can grant to the Client, provided this is envisaged by a corresponding Tariff Plan. By providing a loan/overdraft to the Client, the Bank shall allow the Client to make transaction in excess of the balance on the card Account. In these Rules and/or the Agreement, as well as in other documents used to open a card account or service a payment card, “overdraft” and/or “loan” can be used as a general term. Terms “overdraft” and “loan” should be understood as automatic and/or individual overdraft/loan, unless stated otherwise in the text of the Agreement;

**“Package proposal”** shall mean a set of products and services, which are provided to the Client under one Agreement and are serviced under a corresponding Tariff Plan. Depending on the selected Tariff Plan and if the Client desires, a package proposal can comprise opening and servicing of Accounts, Online-inform/ Online-inform+ services, “Standing order” service, and other services listed and priced in the Tariffs of the Bank for each product offered by the Bank;

**«Provider»** shall mean a relevant company, the owner of the Mobile Application, Google Ireland Limited company, with the headquarters at the following address: Gordon House, Barrow Street, Dublin 4, Ireland), that provides services of Google Pay, or APPLE DISTRIBUTION INTERNATIONAL company, with the headquarters at the following address: Holly Hill Industrial Estate, Cork, Ireland , that provides services of Apple Pay;

**“recurring fee”** shall mean monthly fee for rendered cash and settlement servicing of Accounts paid by the Client at the applicable Tariffs within the set term for a certain period, when the Bank services the Client’s Accounts (annually or monthly);

**“personal mobile phone number”** shall mean personal mobile number of the Client specified in the Application Agreement, in the Request to change identification facilities, or by means of applying for the change of number in the Bank ATMs in line with these Rules. The last personal mobile number provided by the Client to the Bank shall be deemed valid;

**“Written Notice”** shall mean a written notice of the Client as to setting, increasing, decreasing, cancelling the overdraft limit or as to withholding overdraft service in line with clause 2.6. of the Rules, which shall be mailed by the Bank to the address indicated by the Client as the mailing address or to any other address specified by the Client. The Parties shall agree to use the following sample signature of the Bank authorized person:

Deputy Chairman of the  
Management Board at JSC  
“UKRSIBBANK”



A. Kashperuk

**“Company”** shall mean an economic entity, which is the Client’s current employer and which transfers salaries and other payments to the employees’ card Accounts in the Salary Project;

**“PIN”** shall mean personal identification number – code known to the Holder only and used to identify the Holder under card operations;

**“overdraft fee”** shall mean interests for overdraft(s) use and/or fees to provide and/or service overdraft(s), fees to raise overdraft limit, other fees envisaged by the Tariffs;

**“payment terminal”** shall mean electronic device designed to initiate transfer from the Card Account, as well as used to issue cash, get additional information and perform other operations according to its functional capacities;

**“service and/or services”** shall mean the Bank’s cash and settlement services provided to the Client under the Agreement, in particular, services to open Accounts for the Client, issue cards and service them, safe-keep the Client’s funds, perform cash and settlement operations of the Client under Accounts using payment tools envisaged by the Law, including remote ones;

**“overdraft termination”** shall mean termination of the Client’s overdraft by abolishing overdraft limit. Therewith, the used overdraft limit, which was not repaid by the Client, shall be deemed overdue debt;

**“the Bank’s Products” (or “Services”)** shall mean opening and handling the Client’s current accounts, including card Accounts and deposit Accounts, provision and servicing of loans by the Bank (including overdrafts), as well as other services/package of banking services provided to the Client by the Bank (including as a professional participant in capital markets) on the basis of the Agreement or other agreement concluded between the Parties;

**“overdue debt”** shall mean the Client’s debt to the Bank under calculated interests, fees, used overdraft limit, and/or operations under Accounts, which has not been paid by the Client within the payment period set by the Agreement;

**“one-time fee”** shall mean fee for the Bank’s one-time service paid by the Client in line with the Agreement;

**“Account/Accounts”** shall mean Card Account and/or Savings Account and/or Deposit Account opened in line with the Agreement for the Client on conditions and following the procedure prescribed by the Agreement;

**“UKRSIB online system” (or “RBSS”)** shall mean a compound system of remote banking services with access via communication channels, namely, the Internet, mobile phone, etc.; it shall be used by the Clients to manage, control and get both services of the Bank and information about the Bank Products, in particular, in respect of Credit Agreements concluded by the Clients and the state of debt servicing thereunder;

**“iPay.ua Service”** shall mean a set of program and technical means connected with the UKRSIB online system, the electronic complex which enables the Clients to initiate cashless transfers using the card’s requisites emitted by the Bank and/or by any other bank of Ukraine.

**“slip”** shall mean paper document, which confirms operations performed with a card and features a set of data about the given operation and card details;

**“doubtful transactions”** shall mean transactions appealed against by the Holder in line with the procedure set by the rules of the corresponding International Payment System (IPS) and Bank documents;

**“stop list”** shall mean list of card numbers under which operations are banned. In line with the rules of the International Payment System, the stop list may be either in soft- or hard-copy;

**“Parties”** shall mean parties under the Agreement: the Bank and the Client;

**“Tariffs”** shall mean tariffs of the Bank which determine the principle terms and conditions to service an Account. Such Tariffs are approved by internal regulations of the Bank and are posted on the Bank web-site [www.ukrsibbank.com](http://www.ukrsibbank.com) and information boards in the offices of the Bank. The Parties have agreed to deem the Tariffs as annex to the Agreement, which shall constitute its integral part;

**“Tariff Plan”** shall mean a list of the Bank’s effective Tariffs compiled by the Bank on certain criteria. When selected by the Client, this list will be used by the Bank to provide cash and settlement services to the Client at the Tariffs set by the given list. A Tariff Plan selected by the Client shall be specified in the Agreement Application. A Tariff Plan can be further changed in line with terms and conditions of the Agreement or by signing a respective supplement between the Parties or by executing some other document (application, etc.).

**“Self-servicing kiosk”** shall mean software and hardware complex of external organizations enabling to carry out transactions of money transfers credited in cash in the national currency of Ukraine to the Bank card Accounts of Clients and carry out other transactions in line with functionality of the complex.

**“payment terminal/ATM/ self-servicing kiosk receipt”** shall mean receipt printed out by a payment terminal/ATM/ self-servicing kiosk and featuring info about performed transaction according to the applicable Law and IPS rules.

**“Virtual Card”** shall mean payment card issued by the Bank electronically and implemented in the UKRSIB online system. .

**"Participation in the program"** - participation in the Bank's loyalty program, which provides for the possibility of the Client receiving additional benefits in the form of cashback. The Client may choose a certain Tariff Plan for which a loyalty program is valid or may be valid for a certain period of time. The proposal for participation in the program is set out in the terms of the program, which are posted on the official website of the Bank: <https://ukrsibbank.com/ru/personal/cards/>. By using the Bank's services under the terms of the selected Tariff Plan (with connection and / or possible connection to the loyalty program, which provides cashback), the Client agrees to the terms of the Bank's program, which are posted on the official website of the Bank. If the Client does not agree with the terms of the program and / or participation in the program and / or intends to cancel the accrued cashback (but not more than the last calendar year), the Client notifies the Bank by contacting Call center.

*Other terms used in the present Rules and the Agreement shall have the meaning as prescribed by the Law.*

### **1. Subject Matter and Principal Provisions of Agreement**

1.1. In line with applicable conditions and following the procedure prescribed by this Agreement, the Bank shall:

1.1.1. Open a Card Account and/or a Savings Account for the Client in the national and/or foreign currency to safe-keep and/or accumulate money and to perform cash and settlement services for the Client (rendering services as to funds transfer, cash operations under the Account, as well as other cash and settlement services) by means of payment instruments, including cards, in line with the Agreement and the Law; and/or

1.1.2. Render remote servicing of the Client's Products and support exchange of technological and other information between the Parties. Servicing in the UKRSIB online system and rendering other services shall occur in line with the Agreement, and / or other agreements concluded by the Parties, including the Guidelines, and the Law; and/or

1.1.3. Open a Deposit Account, accept the Deposit from the Client or for the Client and promise the Client to pay the amount of the Deposit and interest in line with the terms and following the order prescribed by the Agreement; and/or

1.1.4. Render other services envisaged by the Agreement.

### **2. Principal Provisions of Agreement**

2.1. On the ground of the Application Agreement, the Bank opens at least one Account for the Client under one Agreement once the Client is identified based on submitted documents in line with the Law, provided that there are no reasons to reject opening Accounts.

Besides the Account/s envisaged by the Application-Agreement, the Client may ask to open other Accounts within the package on the ground of the Account Application.

In case of opening the Account under the Account Application, the Client confirms the conclusion of the Agreement in the part concerning Account opening and servicing by means of performing actions envisaged by the Agreement, namely the Client shall transfer money to/from the Account, withdraw cash from the Account, receive account statements or any other information concerning the Account, etc.

The Bank shall also ensure transactions under the Accounts within the expenses limit. In addition to the Card Account, the Bank shall issue and provide the Client and/or Cardholder with cards. Types/classes of cards available to the Client are specified in a respective Tariff Plan. The card is provided within the term required to produce and deliver it, which is stipulated by internal procedures of the bank.

2.2. Accounts shall be opened to save the Client's money and/or perform cash and settlement transactions using payment tools, UKRSIB online system, with a view to the mode of operation of such Accounts and a list of services according to the Agreement and the Law. The Bank shall perform only those credit and debit transactions envisaged by the selected Tariff Plan or the Bank's Tariffs for the corresponding Account.

#### **2.3. Services under Card Account:**

2.3.1. Mode of operation of the Card Account and use of the card shall be regulated by the Law, IPS terms and conditions (rules), and the Agreement.

2.3.2. Depositing money to the Card Account (topping up the Card Account) without using the Card shall be performed under the Card Account number specified in the Application Agreement or Account Application either by paying in cash at the Bank's cash desk or through the self-servicing kiosks (taking into account cl.2.3.12 of Rules), by transfer from any other Accounts opened in the Bank and/or other banks by transfer from other Accounts of the Client or other individuals upon their request, etc.. The money shall be deposited within the first working day following the day when the Bank received money. Accounts of non-residents shall be deposited with a view to restrictions of the effective Law.

2.3.3. Depositing (topping up) money to the Card Account using the Card shall be performed either by paying in cash at the Bank's cash-desk, or at ATM with "cash-in" option; or by transfer from card to card at the Bank's ATM; by transfer via Visa Money Transfer, Visa Fast Funds, and MasterCard Money Send in the ATMs of other banks; and via facilities of other acquirer banks. Card transfers shall be possible only in the national currency on the territory of Ukraine. The currency of depositing shall not differ from the currency of the card Account.

An exception shall be the transfer via Visa Money Transfer, Visa Fast Funds, and MasterCard Money Send: provided that the transfer is performed from abroad and the depositing currency differs from the card Account currency, the transferred amount shall be converted into the Account currency at the Bank commercial exchange rate set for card transactions as of the day of the operation.

After transfer, the funds shall be at once available to the receiver for their use via card. At the same time, such funds shall be deposited to the card Account no later than on the following working day after the transfer (for Visa Money Transfer, Visa Fast Funds, and MasterCard Money Send – no later than within three working days after the transfer).



2.3.4. A Card Account shall be deposited in line with the Law, IPS rules, and the Agreement.

2.3.5. Pursuant to the Client's written request, the Bank may entitle the Client's authorized representatives to use funds on the Card Account via additional cards. The issuance of an additional card in the name of a minor and / or a child is carried out at the request of the Client, who is the legal representative of such a person. The Client shall provide the Bank with complete and reliable information on the minor and / or child. Only a Client who is the legal representative of such a person can receive a card issued in the name of a minor.

2.3.6. Disputable amounts under transactions, which are protested by the Client, including fees for such transactions, shall be returned to the Client within 120 calendar days from the day when the Bank received a corresponding request from the Client, provided that the Bank has settled all issues with IPS. The mentioned amounts shall be returned based on the corresponding request of the Client by crediting money to the card account of the Client or shall be returned in cash through the cash desk of the Bank. Disputable amounts to be returned to the Client can be smaller/bigger than amounts written off under an original transaction as result of conversion differences.

2.3.7. If disputable transactions need to be appealed against in IPS Arbitration Committee the term to consider a claim shall be elongated for 60 (sixty) calendar days.

2.3.8. The indebtedness shall be repaid to the Bank by the Client, including application of Section 7 hereof as to direct debit procedure, as connected to fees and other payments anticipated by the Agreement and in the Tariffs with the funds coming in the Client's card Account, personal funds in the Account as well as with the established overdraft limit save for the indebtedness overdue under the overdraft, as outlined in the Agreement and keeping to the below sequence:

2.3.8.1. Under the Agreements pursuant to which no overdraft limit is set with the Client's card Account:

- Overdue fees for cash and settlement services;
- Fees accrued and charged to be due and payable for cash and settlement services;
- Other debt outstanding under the Agreement including unauthorized debt if any;

2.3.8.2. Under the Agreements pursuant to which a relevant overdraft limit is set with the Client's card Account before 10 June 2017:

- Overdue debt under the overdraft;
- Overdue fees for cash and settlement services;
- Fees accrued and charged to be due and payable for cash and settlement services;
- Overdue interest and overdue fees under the overdraft, increased interest with the overdue debt;
- Interest accrued and charged to be due and payable as well as overdraft fees;
- Other debt outstanding under the Agreement including unauthorized debt if any;

2.3.8.3. Under the Agreements pursuant to which a relevant overdraft limit is set with the Client's card Account from 10 June 2017 (inclusive):

- Overdue debt under the overdraft;
- Overdue interest under the overdraft;
- Interest accrued and charged to be due and payable under the overdraft;
- Overdue fees under the overdraft and increased interest with the overdue debt under the overdraft;
- Fees accrued and charged to be due and payable under the overdraft;
- Overdue fees for cash and settlement services;
- Fees accrued and charged to be due and payable for cash and settlement services;
- Other debt outstanding under the Agreement including unauthorized debt if any.

2.3.9. With relevant settlement documents to be of priority for execution in accordance with the law – payments to be made to comply with a court ruling or to the budget, the Bank shall execute such payments in the first place.

2.3.10. The fee for servicing the Client and/or the Accounts/Cards, which does not concern the overdraft, shall be deemed overdue if not repaid within 7 (seven) days after the charging. Under each kind of debt the earlier debt shall be repaid first.

2.3.11. Special features of currency conversion under transactions abroad and usage of third parties' services by the Cardholder.

If the transaction under card Account is carried out technically, and/or technologically and/or physically abroad, namely

- service/ good is rendered/ purchased on the territory of Ukraine but through foreign bank or processing center (payment for air tickets, hotel reservation, car rental, etc.), or
- service is rendered abroad by foreign bank or financial institution/ processing center (servicing foreign ATM, store or internet-resource), namely using DCC (Dynamic Currency Conversion) service in course of withdrawing cash in ATM or cash desk,

payment for goods and services abroad in the trade network or at foreign internet-resources, etc.,

transaction amount informed to the Cardholder during the transaction (on the ATM screen, terminal, web-site, information notification, etc.) can differ (both towards increase and towards decrease) from the transaction amount which is subject to blocking and further debiting. In such cases actual financial settlement is carried out in USD. Client shall provide the Bank with the right to block and debit funds without additional approval with the Client from Clients' Accounts in the amount of difference (excess amount) of the amount indicated on the ATM screen, terminal, web-site, information notification, etc. If the amount which was blocked while the Cardholder had been carrying out the transaction exceeds the transaction amount to be written-off, Bank shall unblock the difference on the corresponding card Account of the Client.

The Bank shall not be responsible for the information provided to the Cardholder by foreign banks, financial institutions, stores and Internet-resources as to the final amount of the transaction and correspondence between the amount indicated on the ATM receipt, store bill or on the Internet site and the amount to be blocked and further written-off from the Account.

If the transaction under Account is carried out using DCC (Dynamic Currency Conversion) service, transaction amount is subject to conversion to national currency of Ukraine in line with the procedure set by foreign bank, and the amount received in national currency of Ukraine shall be converted to USD at IPS rate and submitted to the Bank to be blocked and further debited from the Account. The Bank shall convert amount received in USD to the Account currency at its own rate (set by the Bank each day after accounting of transactions carried out via payment cards), then received amount shall be blocked and debited from Client's Account.

#### **2.3.12. Special features of replenishment of card Account in national currency of Ukraine via self-servicing kiosks of external companies.**

2.3.12.1. Replenishment of card Account in national currency of Ukraine (inc. in order to repay debt under overdraft) via self-servicing kiosks of external companies with which the Bank concluded relevant agreement, shall be performed without the card by initiating money transfers credited via the above terminals in cash in national currency of Ukraine.

2.3.12.2. To replenish card Account via self-servicing kiosks, it is necessary to:

- enter card Account No. to which funds shall be credited;
- verify surname, name and patronymic of the Account owner that will be partially reflected on the screen of self-servicing kiosk;
- credit funds and confirm payment (limit of maximum card Account replenishment amount per 24 hours shall be set taking into account restrictions of applicable legislation);
- credit funds and confirm payment.

The Bank shall not be liable for correctness and accuracy of payment details indicated by the payer.

2.3.12.3. External organization can charge fee for money transfer transaction carried out via self-servicing kiosks. Fee shall not be related to granting overdraft.

2.3.12.4. Crediting of funds to card Account that were paid in via the self-servicing kiosks shall be carried out within 3 (three) business days including the day when funds were paid in (if it was a business day).

2.3.12.5. In case of disputable transaction in course of using self-servicing kiosks, it is necessary to contact technical support on the telephone of self-servicing kiosk, indicated on the kiosk screen and on the receipt that is printed after the transaction.

#### **2.3.13. Housing and communal service payments and other payments through LLC "Nova-Kom" (for Clients in the city of Kryvyi Rih)**

2.3.13.1. In order to pay for housing, communal service and other payments, the Client has the right to make transaction through LLC "Nova-Kom" (EDRPOU 30231686) by means of Unified municipal automated payment system of housing and communal payments (hereinafter – Unified municipal payment system).

2.3.13.2. To initiate the payment transaction, the Client shall specify in the settlement document a special Client's code at Unified municipal payment system and address under which he/she makes payment for housing and communal services. The recipient's requisites shall be automatically defined by means of Unified municipal payment system and the Client confirms his/her consent for the payment under requisites defined by the Unified municipal payment system when signing the settlement document.

2.3.13.3. The Client acknowledges and accepts that settlement documents shall be transferred to LLC "Nova-Kom" and shall be processed by LLC "Nova-Kom" on the next day after they were submitted to the Bank. The Client confirms that he/she acknowledges and considers such term when making payments and guarantees that he/she shall not have any claims therein.

2.3.13.4. The Bank shall not be liable to the Client for the loss caused through no Bank's fault, but resulted in LLC "Nova-Kom" violations and/or failure of Unified municipal payment system.

The Client shall resolve such disputes directly with LLC "Nova-Kom".

#### **2.4. Services under Savings Account**

2.4.1. The Bank shall service the Savings Account pursuant to NBU licenses obtained by the Bank, in line with the Agreement, and according to the Law.

The Savings Account shall be opened in the following way:

2.4.1.1. In line with clause 2.1. of the Rules, the Savings Account, which is opened on the ground of Account Application by means of concluding the Applications Agreement between the Client and the Bank and confirming the Account via Call center, shall be serviced in accordance with conditions and tariffs of the package offer, about which the Client notifies via Call center; or

2.4.1.2. The Client sends the Savings Account Application via the UKRSIB online system with the identification and authentication means. The Savings Account Application shall be deemed as accepted if the Bank opens the Saving Account on the same day. Once the Bank accepts the Savings Account Application, it shall be deemed as an integral part of the Agreement.

2.4.2. Mode of operation of the Client's Savings Account shall be set by the Agreement with all annexes, supplements thereto, the Tariffs, the present Rules, and the Law.

2.4.3. The Parties have agreed to withdraw money from the Savings Account by transfer to the Card Account, except for the cases envisaged by the given Agreement.

2.4.4. If the Client is a non-resident individual, the Savings Account shall be serviced following the mode envisaged by the Law for Current Accounts of a non-resident individual in line with the present Agreement and the Law.

2.4.5. The Parties have agreed that only the Client can deposit cash to the Savings Account.

2.4.6. The Bank shall accrue interests on the minimum or factual balance on the Client's Savings Account (hereinafter – interest account base) in line with the Agreement. Interest rate and interest account base shall be determined by the Bank's Tariffs specified in the Tariff Plan under which the Account is serviced. The minimum balance shall be the smallest amount displayed on the Savings Account as of the end of working hours on any working day from the last working day of the previous month to the penultimate working day of the current month (the analysis will be carried out for the previous day - the change of balances at the end of the day is taken into account). The minimum balance shall be calculated every month. Total amount of minimum balances under the Agreement is defined as the sum of minimum balances on all savings Accounts opened under the Agreement. At that, if a savings Account is in foreign currency, the calculated minimum balance for such a savings Account shall be converted into the national currency using the NBU exchange rate as of the calculation date for such minimum balance.

2.4.7. If the Savings Account is opened on the ground of the Savings Account Application, interest rate set in this Application is valid till the date of Tariffs alteration in line with the Agreement.

## **2.5. General Terms and Conditions for Services under Savings and Card Account**

2.5.1. Credit and debit transactions under the Client's Accounts shall be performed by the Bank in line with the Law, internal regulations of the Bank and based on standard settlement documents with a view to mode of operation of the Account set by the Agreement and the Law.

If the Account is opened on the ground of the Account Application by means of concluding the Application Agreement between the Client and the Bank and the Bank's decision to open the Account, such Account is used only for paying fees to the Bank, which shall be paid under the Agreement. In order to perform other operations under such Account, the Client shall apply to the Bank with a respective request and obtain a written confirmation in line with clause 4.3.24 of these Rules.

2.5.2. Settlement documents submitted by the Client can be either in hard-copy, in electronic form or in the form of remote orders presented by means of remote banking means, and have equal legal effect.

2.5.3. The Bank shall submit/deliver/return to the Client cash and/or settlement documents, including electronic settlement documents, which confirm debit/credit of money from/to the Client's Account(s), or other documents personally to the Client (or the Client's authorized representative) or together with the Account Statement on the day such statement is provided to Client unless otherwise is envisaged by the Agreement.

2.5.4. The Client's settlement documents shall be accepted within working hours, which shall be set by the Bank unilaterally and shall be indicated in internal rules (documents). Settlement documents submitted by the Client within the Bank's working hours shall be processed as soon as they are received while documents submitted after working hours shall be processed on the next working day, unless the otherwise is envisaged by the Agreement.

2.5.5. At the Client's option and provided that the Bank is technically capable, settlement documents received from the Client after the close of the transaction day may be processed by the Bank on the same day in line with the Bank's Tariffs.

2.5.6. The Bank shall inform the Client about the transactions on the Client's Account using a statement:

- in paper form upon the Client's first request, including by sending to the mailing address stipulated in the Client's request,
- in electronic form via the UKRSIB online system..

Such statement may not reflect the transactions performed on the day when it has been drawn up. The Bank can also issue the statement for the Client's authorized representative.

2.5.7. The Bank shall provide cash and settlement services to the Client within the expenses limit on the Client's Account, on which the transaction is performed, provided that the balance on the respective Account is sufficient for the Bank to process cash and/or settlement document submitted by the Client and for the Client to concurrently pay one-time fee for services rendered if such fee is envisaged by the Tariffs.

2.5.8. Any restrictions for the Client to use money on the Account including seizure of money and/or suspension of transactions under the Account shall only be imposed on the grounds envisaged by the Law and/or the Agreement.

2.5.9. Money credited to the Client's Account by mistake shall be returned to the sender or transferred to an appropriate recipient following the procedure envisaged by the Law and/or the Agreement.

2.5.10. If non-resident banks that have correspondent relations with the Bank and perform financial transactions of the Client officially request info about identification of the Client, namely: documents and data required to identify the Client, the nature of the Client's activity and his financial standing etc., and/or information about the nature of the financial transaction serviced by such non-resident bank, the Client shall authorize the Bank to disclose/provide the requested information and/or copies of documents to the non-resident bank.

2.5.11. Cash shall be accepted and/or withdrawn within transaction day of the Bank. For this purpose the Client shall complete appropriate cash documents. If the Client needs to receive cash at the Bank's cash desk, he shall submit a cash withdrawal application to the Bank by 1 (one) p.m. (Kyiv time) of the working day that precedes the date to receive cash.

2.5.12. The Bank may delay performance of a transaction and/or reject the Client with performance of a transaction on debiting or crediting the Account and/or performance of Settlement and/or cash documents submitted by the Client hereunder in the event:

(i) the Account of the Client holds insufficient funds to perform a Settlement and/or cash document submitted by the Client and simultaneous payment to the Bank of One-time fee and repayment in full of a debt associated with Regular and/or One-time fee if any, and/or

(ii) unless the services requested by the Client are foreseen by Tariff rates of the Bank, or the Bank possesses no technical means to perform or conduct such services, and/or

(iii) the Client's transaction might lead to a suspicion that such bears marks of a transaction subject to financial monitoring in compliance with the Legislation or subject to other existing restrictions (sanctions) under the legislation of Ukraine and/or Legislation on Extraterritorial Jurisdiction, and/or

(iv) the Client has failed to provide documents requested by the Bank and/or information on sense of the financial transaction and/or to define persons who take part in performance of the transaction and/or contract and other documents under export-import operation, and/or

(v) the Client has failed to provide to the Bank documents and/or information necessary to fulfill by the Bank clarification of information regarding to identification and analysis of the Client (including but not limited: information / documents in respect of the Client's financial state and its activity essence; evaluation of the Client's financial state; determination if the Client (or its representative) belongs to national or foreign public figures, persons who execute political functions in international organizations, or persons associated with them; determination of his domicile or location or temporary location in Ukraine); and/or

(vi) the Bank declares itself not in a position to deliver the services requested by the Client as a result of rules and regulations not necessarily limited to, but including Legislation on Extraterritorial Jurisdiction; and/or

(vii) the Client breaches the established order for funds use under the Account, which is set by Legislation, and/or

(viii) in any other cases envisaged by the applicable Legislation and/or as stipulated herein.

2.5.13. The Bank may reject the Client with services (transactions) and/or execution of Settlement and/or cash documents provided by the Client under the provisions herein in the following order:

- in case of rejection to perform Settlement and/or cash documents provided in hard copy - by returning to the Client its Settlement document and/or cash document unexecuted, with making a note on the back of such document the reason for return unexecuted and indication of return date (authorized and signed by the Bank executive in charge and an employee in control, as well as stamped with the Bank's seal);

- in case of rejection to perform Electronic Settlement and/or cash Documents – the Bank shall inform the Client by means of the UKRSIB online System that Electronic Document is not performed with indication reason and the date of return.

The reason of rejection to perform the Settlement and/or cash documents shall be indicated with a reference to an article of the law of Ukraine and/or clause of the National Bank of Ukraine regulation and/or clause hereof subject to which a Settlement document cannot be fulfilled if required by the Legislation.

The Settlement and/or cash documents in hard copy shall be returned to the Client at the cash desk when the Client initiates the transactions or simultaneously with the Account statement pursuant to the provisions herein.

In even of transaction delay according to the terms hereof the Bank informs the Client about it via the UKRSIB online System and/or via another means.

2.5.14. Should there be any suspicious that transactions of the Client (on crediting or debiting of the Account) are subject to sanctions and/or other restrictions according to Ukrainian and/or international law and/or international and/or group (directly provided by the BNP Paribas Group) compliance control policies, sanctions and/or other measures in sphere of financial monitoring, the Bank has a right to delay transaction fulfillment till necessary information is provided and/or to reject the transaction fulfillment.

2.5.15. The Parties have agreed that if the Client under the Agreement is a non-resident individual, pursuant to the Law of Ukraine, the Client shall open an individual current account to credit money that originates in Ukraine and is paid to such Client by another non-resident in cashless form and is subject to taxation. The procedure to use money on such individual current account shall be provided by a separate agreement between the Bank and the Client as well as by the Law.

2.5.16. Interest shall be accrued on the minimum or factual balance on the Client's Savings Account and on the actual balance on the Client's Card Account. Moreover, the balance on the Account on a non-working day shall be considered as equal to the balance on a working day preceding such a non-working day. Interest shall be accrued following "fact/fact" method. The Bank shall repay interest under the Agreement to the Client by capitalizing the interest amount available on the corresponding Client's Account on the last working day of a month or in case of its closing on the day when Account closure was initiated. The interest shall be calculated for the period from the last calendar day of the previous month to the last but one calendar day of the current month (or to the day preceding the one when Account closure was initiated, inclusive, – if Account is closed). On the day when Account closure was initiated, interest shall be accrued on the balance of own funds for the specified period without regard to the minimum balance.

## **2.6. Special aspects of saving using the Dreams service**

2.6.1. The provisions of these Rules shall apply to the relationship regarding the implementation of saving using the Dreams service, which is established and regulated in accordance with this paragraph of the Rules, unless otherwise established or follows from the provisions of this paragraph of the Rules.

2.6.2. To carry out and manage the saving process by means of the Dreams service, the Bank opens a separate savings Account in the national currency of Ukraine (hereinafter - the Dreams Account).

2.6.3. Only one Dreams Account can be opened for the Client in the Bank.

2.6.4. The grounds for opening a Dreams Account is the Application Agreement concluded by the Parties in electronic form via the UKRSIB online system using the means of identification and authentication.

2.6.5. The Client, who already has an opened card Account with the Bank and the Bank has no grounds for re-identification and verification, can make savings by means of the Dreams service.

2.6.6. In order to make savings, the Client entrusts the Bank to make periodic and/or one-time transfers (contractual direct debit) of funds in the national currency of Ukraine between Client's own card Account and Dreams Account specified in the Application Agreement on the following terms:

- conditions of transfer/transfers (frequency, term, amount/limit amount) are determined by the Client by entering data (commands) in the Dreams menu;
- the terms of the transfer/transfers may be determined by the Client during the entire term of the Agreement;
- determination of the terms of transfer/transfers using the Dreams service menu is carried out by the Client in case of a positive result of authentication and identification in the UKRSIB online system;
- the conditions under which the Bank fulfills the Client's instructions specified in this Section of the Rules are the receipt by the Bank's automated system of information requests created by the Dreams service - automated orders on the basis and within the time limits, with the frequency of the transfer conditions specified by the Client by entering data (commands) in the dreams service menu;
- the transfer is made within the amount of the spending limit on the Account from which the transfer is fulfilled;
- information on the funds transfers on the Accounts the Client receives in the manner prescribed by the Rules.

2.6.7. The Client receives an information message about the achievement of the saving amount determined by the Client by entering data (commands) in the Dreams service menu, including an information message sent via the Dreams service menu in the Client's personal account of the UKRSIB online system.

2.6.8. The Client has the right to return the funds saved on the Dreams Account at any time during the term of the Agreement in the following order:

2.6.8.1. using the UKRSIB online system.

- Reimbursement of any saved amount of funds is made at the first request of the Client: both in the process of saving by the Client on the Dreams Account of a certain amount, and in case of accumulation on the Dreams Account of a certain amount of fund for consumer purposes specified by the Client.
- Refunds are made to the Client's Card Account specified in the Application Agreement and upon occurrence of the following circumstances: receipt by the Bank's automated system of an information requests - automated orders created by Dreams service on the basis of the Client's command to return accumulated funds entered in the Dreams service menu;

2.6.8.2. by submitting an application in writing on closing the Dreams Account to the Bank's branch.

2.6.9. The accumulated funds are returned to another current/card Account specified in the application on closure of the Dreams Account or withdrawn in cash through the Bank's cash desk. The application on closure the account is submitted by the Client in the form and with the obligatory requisites determined by the legislation and these Rules.

2.6.10. The fact that the Bank has not received a written refusal from the Client to use the Dreams service from the first transfer date to the date preceding the next transfer from the Card Account to the Dreams Account confirms that the Client has agreed with the terms of savings set by the Parties in this section of the Rules.

### **2.7. Terms and Conditions of Overdraft Granting, Servicing, and Repayment.**

2.7.1. Based on the corresponding Client's Application or Application Agreement, the Bank can set/increase an overdraft limit on the Client's Card Account in hryvnia in line with the internal regulations of the Bank (if this was envisaged by corresponding Tariff Plan).

Hereunder the Parties shall understand the overdraft limit as the financing limit set in the form of a revolving credit facility, which envisages provision of the Client with loan funds within the overdraft limit (financing limit) in tranches. Disbursement of tranches can be initiated by the Client by means of using a card in ATMs, e-terminals or in other ways envisaged by the current legislation, as well as by means of providing the Bank with instructions to write off loan funds from the card account (without using the card). The Bank's obligation to disburse a regular tranche shall be deemed revocable and the Bank shall have a right to refuse to disburse the regular tranche without any explanation of such decision to the Client.

Target purpose of overdraft is consumer purposes. Overdraft shall be provided under the following conditions:

2.7.1.1. The Bank shall duly inform the Client of setting/changing/annulling the overdraft limit (except for the case mentioned in clause 2.7.1.2. of the Rules) by:

- sending an appropriate Written Notice via mail; or
- or by providing the Client with the second copy of the Client's corresponding request or application with Bank's notes concerning setting/changing/annulling the overdraft limit.

The Written Notice or the Client's request, or the Application Agreement shall indicate the overdraft limit, overdraft limit date / change / cancellation, and where overdraft limit is to be set, such Written Notice or the Client's request, or the Application Agreement shall specify the respective interest rate.

2.7.1.2. Minimum overdraft term shall be 30 calendar days, while the maximum one shall be 365 (three hundred sixty five) calendar days. If the Agreement does not state otherwise, the overdraft shall be set for the period of 365 (three hundred sixty five) calendar days.

2.7.1.3. The overdraft term shall be determined since the date of setting the overdraft limit (in line with cl. 2.7.1.1 of the Rules) till the date of one of the below mentioned events, which shall occur the first, namely:

2.7.1.3.1. The overdraft limit term is over, which shall be specified in the Application Agreement or in an application for setting the overdraft limit; or

2.7.1.3.2. The Company fires the Client; or

2.7.1.3.3. One of the Parties initiates termination of the Salary Project Agreement; or

2.7.1.3.4. A respective supplementary agreement is signed to terminate the Salary Project agreement;

or

2.7.1.3.5. 365 (three hundred sixty five) calendar days have passed since the last time funds were deposited to the card Account; or

2.7.1.3.6. 365 (three hundred sixty five) calendar days have passed since setting the overdraft limit, provided there were no accruals to the card Account;

2.7.1.3.7. The Client initiates closure of the card Account under which the overdraft limit is set or sends to the bank a notification of a disagreement to the changes made to the Agreement.

Clause 2.7.1.3.2 – 2.7.1.3.4 shall not be applied to Clients, in the relevant Application Agreements with which there is other card Account for direct debit of mandatory minimal payment under “Credit Card with Grace Period” product instead of Salary Card Account of the Client.

2.7.1.4. Once the previous term of the overdraft limit is over, the Bank can set another term for 365 (three hundred sixty five) calendar days without Client's request, except for the cases mentioned in clause 2.7.1.5 of the Rules.

2.7.1.5. If the overdraft limit term is over when one of the events mentioned in cl. 2.7.1.3.3 or cl. 2.7.1.3.4 of the Rules has occurred, the Bank can set the overdraft limit for a new term prior to the previous date of overdraft limit validation term set in line with cl. 2.7.1.3.1 or cl. 2.7.1.4.

2.7.1.6. The Bank shall set the overdraft limit for a new term in line with clauses 2.7.1.4 and 2.7.1.5 for the same amount and with the same interest rate if all of the following conditions are met:

- The Client follows the terms and conditions of the Agreement and the Rules;
- The Client has not notified in written about the wish to annul the overdraft limit; and
- The service fee is paid.

At the same time, the last day of the overdraft limit term shall be regarded as the first day of the new overdraft limit term.

2.7.2. In order to settle the debt under the overdraft, the Client shall pay the amount, which shall not be smaller than the amount of the obligatory minimum payment. It shall be done till the 25<sup>th</sup> (twenty fifth) day of the month (including this day) following the month when the obligatory minimum payment was calculated (actual time until which it is necessary to make payment shall be indicated in the Account Statement). If the set date falls on a weekend, holiday, or a day off, it shall be repaid on the last working day preceding such a weekend, holiday, or day off.

The Client shall pay a fee to the Bank for using the overdraft in line with the Tariffs and the Agreement.

The interest shall be accrued on the amount of Client's obligations (this clause views the amount of obligations as the remaining debt amount on the obtained overdrafts, which appears on the Account at the end of each day) since the day the overdraft was issued till the date the overdraft was repaid in full. Accrual shall be performed monthly, using "actual/360" method on the last working day within the period from the last calendar day of a previous month to the second to last day of a current month.

2.7.3. Interests for the used overdraft shall be repaid with account of cl. 2.3.8.

2.6.4. In case of overdraft granting, the Holder shall perform transactions on a Card Account within own funds and the overdraft limit set by the Bank.

2.7.5. Date to repay (including partial repayment) an overdraft shall mean the day of money entry into the respective Account, which causes an overdraft debt reduce by an amount of such entry by the close of the transaction day.

2.7.6. The Client shall fully repay the overdraft debt, including the debt within overdraft limit as well as the Fee for using the overdraft in the following way:

2.7.6.1. Where the overdraft term expires, including where the Bank may reject overdraft limit to the Client for a new term, or gets cancelled at the Bank's discretion in accordance with the Agreement, or as requested by the Client, respectively, in a request submitted by the Client to the Bank after 14 (fourteen) calendar days of the Agreement signing date / overdraft limit set for the new term:

- Indebtedness under the overdraft along with the overdraft fees / interest accrued and charged shall be repaid and paid by the Client until the overdraft limit gets cancelled / overdraft term expires;
- Indebtedness under the overdraft fees and interest, which results from overdraft cancellation / overdraft expiry, e.g. stemming from the interest accruable on the last business day of a month, shall be repaid by the Client by the 25<sup>th</sup> day of a month following the month, in which such fees / interest were/was accrued.

2.7.6.2. Where the overdraft limit gets cancelled as requested by the Client in a request submitted to the Bank within 14 (fourteen) calendar days of the Agreement signing date / overdraft limit set for the new term:

- Indebtedness under the overdraft along with the overdraft fees / interest accrued and charged shall be repaid and paid by the Client not later than the 7<sup>th</sup> (seventh) calendar day of the date on which the Client submits to the Bank a relevant request refusing an overdraft (overdraft limit cancellation);
- Indebtedness under the overdraft fees and interest, which results from overdraft cancellation, e.g. stemming from the interest accruable on the last business day of a month, shall be repaid by the Client by the 25<sup>th</sup> day of a current month following the month, in which such fees / interest were/was accrued.

2.7.6.3. Where a card Account with a set overdraft limit gets closed at the Client's initiative, the Client shall repay the indebtedness under the overdraft and the interest / fees accrued before a request is submitted to close a relevant card Account as prescribed and within the term specified in Section 11 hereof.

2.7.6.4. In other cases stipulated hereby and/or the Agreement.

2.7.7. Given Article 1056 of the Civil Code of Ukraine, the Bank is empowered to reject overdraft / overdraft increase as requested by the Client or contemplated in a relevant Application Agreement, or terminate overdraft should any of the events take place where such may affect the Client's performance under the Agreement, in particular:

- a) deterioration of the Client's financial standing. For the Bank, deterioration of the Client's financial standing means:

- Failure to perform or delayed performance by the Client of the liabilities to the Bank as anticipated by the Agreement, and any other relevant agreement concluded or that can be concluded in future by and between the Bank and the Client, and/or
- Other circumstances that may lead to deterioration of the Client's financial standing and/or impossibility to further perform the Agreement, and/or
- Negative information received in relation to the Client, pursuant to Clause 9.1 hereof;

If requested by the Client in writing, the Bank, within the term prescribed by the law, shall provide the information to such Client of the information source regarding the Client negative information, provided negative information associated with the Client and described in this clause hereof comes from the official sources determined by the law, the credit reference bureau, in particular.

- b) loss of collateral, worsening of its condition, and/or storage conditions (if any);
- c) restrictions for the Client to manage the money on Accounts in form of:
  - freezing the Client's Card Account and/or any other Account(s) (either complete or partial), and/or
  - suspension of transactions on the Client's Card Account and/or any other account, and/or
  - receiving settlement documents, which prescribe enforced debiting of all the money or a part of it from the Client's Card Account and/or any other account, and/or
  - any actions of state bodies, the Client's creditors, or other individuals restricting the Client to manage money on the Card Account and/or any other account.

d) Where legal relations with the Client may contradict the Legislation and/or Legislation on Extraterritorial Jurisdiction; and/or

The Bank shall send a Written Notice to the Client to inform about suspending of the overdraft as soon as restrictions for the Client to manage funds (sub-clause "c" of Clause 2.7.7 hereof) come to force.

2.7.8. The Parties have agreed that an overdraft limit may be reduced or cancelled on the Bank's initiative in the cases, stipulated in cl. 2.7.7 hereof, in the following order:

a) The Bank mails a corresponding letter (the Written Notice) about executing the Bank's right to reduce or cancel the overdraft limit if the Client fails to eliminate circumstances that empower the Bank to execute such right. The Bank shall specify a new amount of the overdraft limit in the Written Notice as well as the date to reduce or cancel the overdraft limit.

b) Depending on the Bank's requirements for the Client outlined in the Written Notice and within 40 (forty) calendar days from the date when the Bank sent such note, the Client shall:

- prove elimination of circumstances that empower the Bank to execute its right to reduce or cancel an overdraft limit, and/or
- reduce a debt under the granted overdraft to the amount of a new overdraft limit, and/or
- fully repay the debt under the granted overdraft.

c) provided that within 40 (forty) calendar days from the date when the Bank sent the Written Note the Client failed to prove elimination of circumstances outlined in the Written Note, and/or reduce the overdraft debt to the amount of a new overdraft limit or fully repay the overdraft debt if such a requirement is specified in the Written Notice, the Bank shall be entitled to reduce or cancel an overdraft limit since the date outlined in the Written Note. If the Bank reduces an overdraft limit, the Client's debt that exceeds the amount of a new overdraft limit shall be repaid by the date of such reduction. If the Bank cancels the overdraft limit, the date for the Client to return an overdraft and pay the fee for using it shall be deemed effective while the Client's debt shall be deemed payable by the date of the overdraft limit cancellation (while taking into consideration provisions of clause 2.7.6 of the Rules).

2.7.9. If the Client fails to repay the overdraft debt or to pay the fee for using the overdraft within the terms specified in the Agreement, such a debt shall be deemed overdue. In case of such an overdue debt, the Bank can block the Client's access to the overdraft limit till the debt is repaid in full.

2.7.10. Interests on the overdue debt under the overdraft shall be accrued in the amount determined in line with the Agreement.

Interests in the given amount shall be charged on the overdue debt under overdraft on a daily basis at the end of each business day starting with the date when such overdue debt occurred till the date when the debt is fully repaid.

In case of establishing, changing (either increase or decrease), cancellation, or refuse from an overdraft limit, the corresponding Client's requests, the Bank's Written Note, the Bank's note on setting/raising the overdraft limit (including its copy) as well as the Client's response (if any) shall make up an integral part of the Agreement.

2.7.11. Client's loan debt may be restructured through the Bank's public offer, the terms of which are to be published by the Bank in newspaper "Uriadovyi Kurier" ("Урядовий кур'єр") (or in some other official edition), placed on the Bank's official website [www.ukrsibbank.com](http://www.ukrsibbank.com) or on information boards at the Bank's branches. In such case, the Bank's public offer contains conditions of loan debt restructuring, as well as the procedure for acceptance of the Bank's offer by the Client.



## **2.8. Particularities of Overdraft Granting, Servicing, and Repayment under Client's Card Accounts serviced under the "Credit Card with a Grace Period" product.**

2.8.1. Overdraft may be granted in the "Credit Card with a Grace Period" product. Provisions of clause 2.8. of the Rules shall apply to overdrafts granted in accordance with this clause if it is not stated otherwise or if clause 2.8. of the Rules does not indicate otherwise.

2.8.2. On the ground of a respective Client's application or the Application Agreement, the Bank can grant/change/cancel the Client's overdraft limit under the Card Account in hryvnia.

Within the period stated in the respective Client's application or Application Agreement, the Bank shall decide whether to accept or not accept the Client's request to set/change/cancel the overdraft limit stated in this application or Application Agreement. Such Client's request shall be considered as accepted if the overdraft limit under the Card Account is set/changed/cancelled on the day stated in the Application or Application Agreement. Additionally, the Client shall receive respective information about setting/changing/cancelling overdraft limit on the slip in the Bank ATM and/or on the Card Account statement, and/or via a message to the Client's mobile phone number specified in the Application Agreement or to any other number, which the Client has notified the Bank of in written provided the Client has connected the card issued to the Card Account to the Online-inform/ Online-inform+ service.

2.8.3. With the conditions specified in the Application Agreement, the Bank shall accrue and charge the fees for cash and settlement services of the debt under overdraft on the first business day following the 25<sup>th</sup> day of a current month provided:

- As of the end of the last business day of a month preceding the month of the fees accrual, the Client's card Account is in debt under the overdraft, and/or the overdraft interest accrued and/or the overdraft fees; and
- The aggregate proceeds in the Client's card Account from the first day to the twenty-fifth day inclusive of a current month are less than the total debt under the overdraft including the interest accrued and yet to be paid and fees under the overdraft at the last business day of a previous month.

If at least one of the above mentioned conditions is not applicable, overdraft fee shall not be charged.

Fee for the settlement services under overdraft debt shall be accrued as an interest (in the amount set in a respective application or Application Agreement) on the average amount of the debt under overdraft for the preceding month. The average overdraft debt amount shall be understood as the amount of used and not repaid funds under the overdraft at the end of each calendar day divided by thirty calendar days (using "fact/30t" method).

The term of settlement service fee payment shall be the day of its accrual. The Client shall authorize the Bank to directly debit such fee from the Client's Card Account, starting with the day of its accrual. If the fee is not repaid by the end of the month (when it is charged), it shall be included into the amount of an obligatory minimum payment.

2.8.4. The Bank can accrue and deduct a fee "for managing credit funds with no salary deposits to the Client's Salary Account" in the amount envisaged in the respective Application Agreement if salary is not deposited to the Client's card Account for 90 (ninety) calendar days in succession (including for a reason like closing of such account).

Fee envisaged by paragraph 1 of this clause shall be charged by the Bank monthly on the last working day of the month if salary has not been deposited to the Client's card Account for three preceding months. The Bank shall cease to charge fees since the month when salary is deposited again. The term of such fee payment shall be considered as the one that is effective since the day of its accrual. The Client shall authorize the Bank to directly debit such fee from the Client's card Account since the moment of its accrual. If the said fee is not repaid from the Client's card Account by the 1<sup>st</sup> day of the following month, it shall be included in the amount of the Obligatory minimum payment.

The fee specified herein shall not be accrued:

- if salary is again deposited to the Client's salary card account;
- if the Client is dismissed from the Company or if the salary project agreement concluded by the Bank and the Company is terminated provided the Client's salary card project has not been closed prior to any of the aforementioned events.

The above shall not be applied to Clients, in the relevant Application Agreements with which there is other card Account (instead of Salary Card Account of the Client) for direct debit of mandatory minimal payment.

2.8.5. The interest rate on the amount of overdue overdraft debt shall be 45% (forty five percent) of interest per annum.

## **2.9. Particularities of Servicing Clients in the UKRSIB online System.**

2.9.1. The UKRSIB online system is used for the purpose of:

- **remote servicing of the Products:** conducting payment transactions, receiving and managing the Products (including, but not limited to, receipt or amendment or termination of the Product provision) and receipt of information about the Products and transactions.
- **electronic exchange of information with the Bank:** the formation and sending to the Bank of electronic documents (including applications, requests), receipt of electronic documents and notifications from the Bank, exchange of information with the Bank.

Any documents required for this purpose in accordance with internal procedures of the Bank may be paper or electronic. Electronic documents may be created in the UKRSIB online system, taking into account its technical capabilities.

2.9.2. Remote servicing of the Products and electronic exchange of information with the Bank via the UKRSIB online system shall be performed in line with the Agreement or Credit Agreement if concluded, including the Guidelines and/or other agreement concluded between the Parties, and/or according to the technical capabilities of the UKRSIB online system.

The Parties agree that the terms of this Agreement, in particular regarding service in the UKRSIB online system, including, but not limited to, the conclusion of transactions, information exchange, signing of transactions, any documents, notices, confirmation of actions and / or electronic identification of the Client OTP also applies to the settlement of legal relations of the Parties in the capital markets and is an element of the relevant agreements concluded by the Bank as a professional participant in the capital markets.

Since the date of the Star 24 system termination, Client's remote servicing is performed by the UKRSIB online system under the terms and conditions set forth in these Rules.

2.9.3. The Bank has the right to amend the Guidelines. The Bank places the Guidelines (taking into consideration amendments) on the Bank's website [www.ukrsibbank.com](http://www.ukrsibbank.com) and/or notifies the Client through the UKRSIB online system. The Client's use of the UKRSIB online system after amendments to the Guidelines shall be considered as the Client's consent with such amendments.

2.9.4. The Bank connects the Client to the UKRSIB online system from the date of receipt by the Client of the Personal Key and Personal Password in line with the Agreement, incl. Guidelines. The possibility of RBS through the UKRSIB online system is determined by the terms of the Tariff Plan with help of which the Client is serviced.

2.9.5. Servicing in the UKRSIB online system shall be performed with the usage of Personal Key, Personal Password, and OTP. These means, as means of authentication of the Client, as well as methods of data channels protection are recognized by the Parties as sufficient and safe.

2.9.6. With the purpose of obtaining Personal Password and OTP, the Client shall provide the Bank with a private safe mobile phone number, which is specified in the Application Agreement or in another document submitted by the Client; the Client shall also confirm that such number is personal and safe for receiving messages containing confidential information.

If the given number needs to be changed or if such mobile phone number was not specified in the Application Agreement, the Client shall:

2.9.6.1. Complete a request for changing or entering a personal mobile phone number at a Bank's ATM.

If the personal mobile phone number is changed, Personal Password shall be changed as well, it shall be automatically generated and sent by the Bank to the Client's private safe mobile phone number (by means of sending a information notification); or

2.9.6.2. Apply for setting/changing means of identification at a branch of the Bank. The Client shall specify a personal mobile phone number, which shall be deemed as personal and safe for further receiving information notification containing confidential information.

2.9.6.3. Contacts Call center to get information about the procedure for changing or setting (obtaining) a private safe mobile phone number.

2.9.7. Electronic documents, electronic agreements, requests for information, electronic notifications sent by the Client to the Bank using the UKRSIB online system, shall contain all the required details specified in the requirements of the Agreement, in particular the Guidelines, legislation, and shall be confirmed with OTP (if provided). The Bank shall not consider and accept to process the electronic documents (including settlements) that do not contain the required details and not confirmed by OTP (if provided). The Client shall bear responsibility for the accuracy of the information contained in the electronic document.

2.9.8. By signing either the Application Agreement, or other agreement, concluded between the Parties, or the corresponding document, the Client shall provide the Bank with unconditional and implicit consent for executing and processing of the appropriate electronic documents, which the Client sends via and/or generate by means of the UKRSIB online system.

2.9.9. Electronic documents, confirmed by OTP, are legally valid with paper documents and are signed by the Client personally (with his/her electronic signature). The conclusion of the Agreement shall mean that the Client recognizes as sufficient the method of the data protection via OTP which is used when certifying documents in the electronic form to confirm the origin, credibility and integrity of data in the electronic form (including, in order to identify

a signatory), in the form of which the information is recorded in electronic documents, generated by means of and via the UKRSIB online system. The Parties acknowledge that falsification of the OTR is impossible without the Customer disseminating such information to third parties and providing the Client with the appropriate storage and protection of such information from access by third parties. Therefore, the Client shall acknowledge and accept the risks of using the UKRSIB online system with the help of Personal Key, Personal Password and OTP, as well as ensure personal usage and prevent of their use by the third parties. Confirming of the electronic document by means of OTP testifies, that the Client has acknowledged, realized and agreed with the text of mentioned document.

2.10.10. Payment transactions using the UKRSIB online system shall be performed in accordance with the limits set by the Bank and within the balance of funds on the Client's Accounts.

2.9.11. Electronic settlement documents sent by the Client to the Bank using the UKRSIB online system within a day, the Bank shall undertake to execute with the requirements of the legislation and payment processing regime specified on the Bank's website at [www.ukrsibbank.com](http://www.ukrsibbank.com), unless otherwise specified in accordance with the terms and conditions of the Agreement.

2.9.12. By signing the Application Agreement or the corresponding document, the Client shall confirm that all transactions, which will be performed via the UKRSIB online system, shall not be related to business activities and comply with the Law.

2.9.13. Use by the Client of the UKRSIB online system shall not exclude the possibility for the Bank to process Client's documents (including settlement) on paper in accordance with the terms and conditions of the Agreement.

In case of receipt of several electronic documents (including settlements) that are identical in content with one 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, unless otherwise specified in the Guidelines and / or supplementary agreements to the Agreement. The Client shall bear responsibility for the simultaneous provision of settlement documents in paper and / or electronic form.

2.9.14. If such instances as compromise, unauthorized access, loss, theft of identification and authentication means and/or private mobile phone number occur or if there is a suspicion or any other threat occurrence, the Client shall immediately cease working in the UKRSIB online system, take urgent measures as to blocking compromised identification and authentication means or private mobile phone number, and immediately inform the Bank Clients Support in any convenient way, as well as in written, as soon as possible.

2.9.15. Once the Client informs the Bank Clients Support about the instance (or suspicion of an instance or threat) of compromise, unauthorized access, loss, theft of identification and authentication means and/or private mobile phone number, the Bank shall take all necessary measures within two hours to completely block the Client's identification and authentication means and/or perform the operations using a private mobile number. The Bank shall not be held responsible for operations performed in the UKRSIB online system with the Client's identification and authentication means and/or private mobile phone number till the blocking moment, taking into consideration the specified time required for blocking.

2.9.16. The Client shall pay for the UKRSIB online services provided by the Bank in accordance with the Bank's Tariffs.

2.9.17. The Parties recognize as the only time scale when working with the UKRSIB online system Kiev time. The control time is the time of the system clock of the Bank's hardware.

## **2.10. Special aspects of consumer lending via the UKRSIB online system**

**2.10.1.** Clients may obtain consumer loans by using the UKRSIB online system.

**2.10.2.** To obtain consumer loans via the UKRSIB online system, the Clients shall comply with the following requirements overall:

- the Client has already concluded and has been serviced under the Agreement subject to terms and conditions of these Rules or under the Credit Agreement subject to terms and conditions of Consumer lending Rules;

- the Client was connected to (he/she was registered) and uses the Bank's services via the UKRSIB online system;

- the Client has passed the identification by the Bank and the period to clarify some information on his/her identification has not yet come.

**2.10.3.** Consumer loans are granted subject to and pursuant to terms and conditions of Credit Agreements, which are to be concluded in the electronic form via the UKRSIB online system.

**2.10.4.** The Parties have agreed that the procedure of certifying the Credit Agreements and documents in the electronic form, which are being concluded / drawn up via the UKRSIB online system and are required to be drawn up and submitted to the Client subject to the requirements of Consumer Lending Laws, shall be as follows:

- on the part of the Client, the documents specified in this paragraph of the Rules shall be certified by using OTP;

- on the part of the Bank, the documents specified in this paragraph of the Rules shall be certified by using the equivalent of a handwritten signature of the authorized person of the Bank and Bank's stamp (facsimile signature) as follows:

Deputy Chairman of the Board  
Director for Consumer Lending  
Yuliia Kadulina



In addition, the Parties render and confirm that the documents, specified in this paragraph of the Rules, including the Credit Agreement, concluded by the Parties via UKRSIB online system in the form of the electronic document and certified according to the procedure indicated in this paragraph of the Rules, shall be equally valid and binding as the paper written documents and shall be deemed to have been signed by the Client and by the authorized persons of the Bank.

2.10.5. The copy of the Credit Agreement and documents in the electronic form which are being concluded/drawn up via the UKRSIB online system and shall be drawn up and provided to the Client subject to the requirements of Consumer Lending Laws, shall be delivered to the Client by one of the following ways at the discretion of the Client:

- immediately upon drawing up and signing of the documents specified in this paragraph of the Rules, providing by means of the UKRSIB online system with the ability to download or print documents listed above; and/or

- immediately upon drawing up and signing of the documents specified in this paragraph of the Rules by sending documents listed above on email, specified by the Client and recorded in the UKRSIB online system and/or in the Agreement, and/or in the relevant document, provided by the Client to the Bank.

To further obtain paper copies of the electronic documents, specified in this paragraph of the rules and certified in line with the legislation, the Client can contact any branch of the Bank.

2.10.6. The Parties have agreed that documents in the electronic form, specified in this Article of the Rules, shall be deemed to have been obtained by the Client once the possibility to download or print them is provided by means of the UKRSIB online system.

## **2.11. Features of obtaining information about Products and transactions using remote banking services**

2.11.1. At the Client's request, executed and provided by the Client to the Bank using the UKRSIB online system or by contacting Call center, the Client is provided with information on Products and transactions in the form of account statements or certificates of availability and on status of open / closed Accounts in the Bank, on Accounts balances on a certain date, on the presence / absence of debt to the Bank, including the status of credit debt, other information on credit transactions. The list of Products and transactions for which the Client may receive information on request generated in the UKRSIB online system or by contacting Call center (hereinafter for the purposes of this section of the Rules - Reference information), specified in this paragraph of the Rules is not exhaustive.

2.11.2. In order for the Client to make a request for receiving and receiving Reference Information by the Client using the UKRSIB online system, the Client must be authenticated and identified in the UKRSIB online system.

2.11.3. In order for the Client to make a request to receive and receive Reference Information by the Client by contacting Call center, the Client must be identified in the manner provided for in cl. 4.3.21. of these Rules.

In case of a positive result of identification provided in the manner prescribed in this clause of the Rules, the Client shall provide all parameters requested by the Bank necessary for the arrangement of a request for Reference information.

2.11.4. Reference information could be provided only to the Client who is the owner of the requested information, i.e. regarding the Client's own Accounts, the status of the Client's own Accounts and Client's own transactions.

2.11.5. The Bank provides Reference information to the extent determined by the Client in his/her request.

2.11.6. The Bank provides Reference Information in one of the ways chosen by the Client, namely:

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

In this case, at the Client's request, the Client may be provided with the original document in paper form in one of the ways specified below.

- by sending the original of the document signed by the authorized person of the Bank in paper form by registered mail to the address of the Client specified in the Agreement.

By choosing this way of obtaining Reference Information, the Client is aware of the risks of access and disclosure to third parties of information containing personal data and / or banking secrecy.

- by issuing to the Client the original of the document signed by the authorized person of the Bank in paper form in the Bank's branch chosen by the Client.

2.11.7. By signing the Agreement, another agreement concluded between the Parties, the Client confirms that he/she is aware that the Reference Information may contain banking secrecy and personal data of the Client, the Client grants the Bank unconditional and incontestable consent to provide the Client with Reference information in the manner and to the extent determined by the Client in the request, and in response to the request executed and provided by the Client of the Bank in the manner specified in this section of the Rules.

## **2.12. Transfers via the iPay Service**

2.12.1. In order to make cashless transfer using the card's requisites between the Clients' card accounts or between the card account of the Bank's Client and card accounts of the recipients or payers, opened with any other Ukrainian bank by means of UKRSIB online (hereinafter – "transfer from card to card"), the Client shall have the right to use the iPay Service.

2.12.2. The transfer made by means of the iPay Service from/to card accounts of the Bank's Client to/from card accounts of recipients/payers, opened in any other bank of Ukraine shall be performed via LLC "Universal Payment Solutions" (EDRPOU 37973023) (hereinafter - LLC "UPS") which legally uses the iPay Service and "iPAY" trademark for goods and services providing.

2.12.3. The Client initiates the transfer from card to card by generating an electronic document on transfer using the iPay Service.

2.12.4. By signing OTP generated by means of the iPay Service electronic document on transfer from card to card, the Client shall confirm for the Bank his/her consent to the transfer to LLC "UPS" the Client's order to ensure the transfer by means of the iPay Service.

2.12.5. The transfer from card to card service by means of iPay Service shall be provided to the Client by the Bank via LLC "UPS" on the conditions listed below:

- the transfer shall be made by the Client's initiative on grounds of electronic document on transfer confirmed by the Client's OTP;
- the transfer shall be possible only in UAH;
- the transfer shall be conducted within the limit for transactions made by means of RBS that specified by the Bank;

the organization and the ensuring of transfer's crediting to the recipients' accounts or ensuring acceptance of the transfer from accounts of payers, opened with any other Ukrainian banks, shall be performed by the LLC "UPS" and the LLC "UPS" shall be singly liable to the Client for the proper transfer's crediting to the recipients' accounts and for proper acceptance of the such transfers from the payers in favour of the Clients;

- the Bank shall not be liable to Client for the loss caused through no Bank's fault, but resulted in LLC "UPS" and/or failure of the iPAY Service;
- in order to resolve the controversial transactions as a result of LLC "UPS" fault, the Client shall refer to LLC "UPS" for contact data noted in the UKRSIB online when conducting transfer by means of the iPAY Service.

## **2.13. Payments with the Mobile Application.**

2.13.1. The Mobile Application allows for the electronic presentation of the payment card to link to the Client's Mobile Device. Such electronic presentation of the payment card provides for the below transactions:

- payment for goods, works and services by / with trade networks, shops and other trade outlets, which have the payment terminal that back contactless payment card transactions;
- payment for goods, works and services in the Internet provided that a relevant trader sustains payments carried out by means of the Mobile Device.

2.13.2. In order to perform a payment with the help of the Mobile Application, the Client shall install a respective Mobile Application on their Mobile Device. Next, the Client shall make a electronic presentation of the payment card with the Mobile Device by entering relevant data of the Card and activating it with the activation code received in a respective information notice or in a call made to Call center.

2.13.3. Payment transactions can be performed with the Mobile Application as follows:

- Where they pay for goods, works and services by / with trade networks, shops and other trade outlets, the Client shall choose a relevant electronic presentation of the payment card in the Mobile Application and, by placing the Mobile Device next to the contactless payment terminal at a point of sale, initiate

- a payment transaction and confirm it with the entered authentication data if necessary;
- Where they pay for goods, works and services in the Internet provided that a relevant trader sustains payments carried out by means of the Mobile Device, the Client shall choose an option of paying with the Mobile Application and confirm a payment with the entered authentication data, if needed.

The Parties hereby agree that the entered authentication data shall stand for the Client's e-signature.

2.13.4. With the Mobile Application the Client may access the accompanying services if the Mobile Device allows for relevant technical capacity, in particular:

- Information review on payments carried out with the Mobile Application;
- Information review on the Card status.

2.13.5. By installing and applying the Mobile Application on the Mobile Device, the Client enters into legal relations with the Provider and accepts the terms and conditions established for application of the Mobile Application and performance of payments with it, as anticipated hereby and in relevant terms and conditions / rules / offer by the Provider; and the Client undertakes to observe the above.

2.13.6. The Client undertakes to keep the authentication data, the Mobile Device in the way that would make unauthorized access by third persons impossible, including impossible use of the electronic presentation of the payment card, should the Mobile Device be transferred or sold to other persons.

In an event authentication data and/or the data connected with the Card or the electronic presentation of the payment card and/or the Mobile Device are lost, compromised or suspected of being compromised, the Client shall immediately inform the Bank of that by reporting to Call center in a call.

That the Client fails to report and/or reports at a late time to the Bank of the above-mentioned shall result in no liability of the latter for the Client's potential losses.

2.13.7. The Client may, at any time, refuse to use the electronic presentation of the payment card by deleting it in the Mobile Application.

2.13.8. The Bank shall have the right to the below:

- refuse the Client with the electronic presentation of the payment card to be used in the Mobile Application; and/or
- not to send information messages on transactions performed using a electronic presentation of the payment card, in case the client disables the notifications, in the settings of the mobile application and / or mobile phone, and / or
- cease to service the Client by means of the Mobile Application with any Provider, and/or
- block the effect of the electronic presentation of the payment card or its application in the Mobile Application.

2.13.9. The Bank shall ensure the Client be supported with the information in relation to application of the electronic presentation of the payment card via Call center.

2.13.10. No liability shall be held by the Bank with the following:

- for security, accuracy, legality and appropriateness as well as other contents or operation of the products including the Mobile Application, or the services by the Provider, or a third person;
- no support or promotion shall be expected from the Bank in relation to any hard- and/or software by the Provider or third persons and their products or services including the Mobile Application or Mobile Devices. Should any question arise in connection with the application of the product or services by the Provider or third parties, the Client shall directly and merely reach the Provider or such third parties;
- no liability shall be held by the Bank with the application by the Provider or third parties of the data and information collected by the both Provider or third parties, and associated with the Client. Thus, any information collected by the Provider or third parties with the application by the Client of Mobile Application or electronic presentation of the payment card, shall be subject to governance by the terms and conditions / rules / offer by such Provider or third parties, whereas left out beyond the scope hereof or the Agreement between the Bank and the Client.

## **2.14. Service Terms and Conditions for Deposits.**

2.14.1. In order to place a Deposit, the Client shall submit to the Bank his/her Deposit Account Application, which contains general terms and conditions of placing the Deposit. The Client shall send Deposit Account Application via the UKRSIB online system while using identification and authentication means. The Application shall be considered as accepted if the Bank has opened Deposit Account on the application date. Once the Application is accepted by the Bank, it shall be considered as an integral part of the Agreement.

2.14.2. Deposit involved on the terms and conditions of the Agreement shall not be considered as an investment from perspective of the Law and the Bank's Tariffs.

Placement of Deposit shall be confirmed by an Agreement, Deposit Account Application, and documents confirming placement/transfer of money (transfer slip, payment order, etc.), which shall be in line with the Law.

2.14.3. If a third party transfers money to the Deposit Account, it shall be considered that the Client has agreed to receive money from the third party and provided this third party with all applicable information about the

Deposit Account. At the same time, the third party shall credit money to the Deposit Account in line with the Law.

2.14.4. The Deposit money shall be returned in cash at the Bank's cash desk unless the Agreement states otherwise.

2.14.5. If the Deposit is in the national currency, the Bank shall return to the Client the amount of Deposit and accrued interest in the currency of Deposit.

If the Deposit is in foreign currency, the Bank shall return to the Client, in case of returning, the Deposit amount and/or repay accrued interest at the Bank's cash desk in cash, the Bank shall return to the Client relevant amount in the currency of Deposit, while the amount balance in foreign currency (if it is less than par value of minimal banknote) shall be returned in the national currency according to the Bank's commercial foreign currency purchase rate as of the payment day.

2.14.6. The Bank shall accrue and repay the Client the interest on the amount of Deposit for the time of safekeeping and using money at the rate set in the Deposit Account Application or at any other rate in line with the Agreement.

2.14.6.1. In case of extending the term of Deposit or its repeated placement in line with the Agreement, interest rate of the new term shall be set in the amount of basic interest rate for such an Agreement and shall be effective for the extended term/repeated placement of the Deposit.

2.14.6.2. Interest is accrued on the amount of Deposit, which has been placed on the Deposit Account, starting with the day following the day of placement and ending with the date preceding the return day. In case of advance return of the Deposit, the interest shall be accrued till the day preceding the date of the advance Deposit return. Interest shall be accrued using "fact/fact" method, i.e. according to the actual number of days in a month and in a year.

2.14.7. If the Deposit is placed on conditions of monthly repayment of interest, accrued interest shall be transferred monthly to the Client's account mentioned in the Deposit Account Application or paid in cash at the Bank's cash desk.

2.14.8. Accrued interest under the Agreement shall be paid to the Client on the day of every month following the month of Deposit placement (payment Date), which shall be specified in the Deposit Account Agreement. In case of Deposit term prolongation/replacement in line with provisions of the Agreement, the payment of accrued interest shall be performed in a month after the prolongation/replacement date and on the same day of each subsequent month during the Deposit term if Deposit Account Application or respective supplementary agreements do not state otherwise.

2.14.9. If the payment date falls on a holiday, weekend, or day off, the payment of interest shall be executed on the first business day following the payment date. Interest, which the Client has not obtained on the payment date, may be obtained on any other business day following the payment date during the Deposit term.

2.14.10. If the Deposit is placed on condition of paying interest at the end of the term, accrued interest shall be paid to the Client at the end of the Deposit term on a specified account in the Deposit Account Application or paid in cash at the Bank's cash desk.

2.14.11. The Bank shall return the funds transferred by the Client without depositing them to the Account if:

- on the placement date the Client transfers to the Bank the funds in the amount that does not correspond to the Deposit amount specified in the Deposit Account Agreement; or
- the Client transfers to the Bank the funds, irrespective of the amount, earlier or later than on the placement date.

The funds, which the Bank receives in line with this clause of the Rules, cannot be deposited to the Deposit Account; the Bank shall return the funds to the same account from which they originate not later than on the business day following their remittance to the Bank. In case of cash placement in the above mentioned instances, the Bank shall not accept such funds and shall inform about the impossibility of crediting them to the Deposit Account.

2.14.12. The Deposit shall be returned on the Return Date based on a relevant application on the Deposit return which shall be submitted to the Bank by the Client as follows:

- submitting to the servicing outlet in two counterparts in hard copy not later than the Return Date. One counterpart with Bank's note on receiving shall be returned to the Client. In this case the Deposit and accrued interests shall be transferred to the account noted in the application or via cash desk of the Bank.
- via the UKRSIB online system by putting a relevant mark on rejection from further prolongation/replacement of the Deposit and confirmation of such initiation with OTP. In this case the Deposit and accrued interests shall be transferred to the account from which the Deposit was placed or via cash desk of the Bank.
- by contacting Call center no later than 1 (one) business day prior to the Return date with a corresponding request on refuse from further extension / re-placement of the Deposit. The return of Deposit funds is subject to the conditions stipulated by the Agreement and the Rules.

2.14.12.1. If the Client wishes to return the Deposit and accrued interest and, at the same time, the Client submits the application not later than on the return date, but fails to actually receive the Deposit on the return

date, the Deposit shall stay effective in line with conditions of demand Deposit with the interest accrued in the amount of 0% annual rate. In such case, the Client can receive the Deposit and accrued interest at the Bank's cash desk in the branch where the Deposit has been placed on any business day of the Bank.

2.14.12.2. If the Client wishes to return the Deposit to other account than stipulated in the Deposit Account Application the Client shall apply to the servicing outlet with the application on the Deposit return in hard copy not later than the Deposit return date and to note in the application the account details where the Deposit and accrued interests shall be credited.

2.14.12.3. If the Client failed to apply for return of Deposit pursuant to cl. 2.14.12 of Rules:

- under term Deposit, Repayment Date of which falls until 17.01.2016 (inclusive) – Deposit terms shall be considered as extended for the same term taking into account cl. 2.14.6 of Rules;
- under term Deposit, Repayment Date of which falls after 18.01.2016 (inclusive) – Deposit shall be considered as repeatedly placed for the new term which is equal to the previous Deposit term taking into account cl. 2.14.6 of Rules. Such repeated placement of Deposit shall be considered as conclusion of new Term Deposit Agreement.

2.14.13. Return of Term Deposit at the initiative of the Depositor before the Return Date specified in the Agreement shall be performed under the following procedure:

- Under term Deposit, for which Agreements were concluded until 30.07.2015 (inclusive) – advance Deposit return shall be performed on the basis of Deposit Advance Return Application. The depositor shall submit such application not later than 2 (two) business days before the requested Deposit return date;
- Under term Deposit, for which Agreements were concluded after 31.07.2015 (inclusive) – Deposit cannot be returned before scheduled date at the request of the Depositor. Deposit Advance Return shall be performed upon mutual consent of the Parties, namely under written Deposit Advance Return Application of the Depositor accepted by the Bank. The depositor shall submit such application not later than 2 (two) business days before the requested Deposit return date. The Bank shall make decision whether to accept such application at its own discretion. Deposit Advance Return Application of the Depositor shall be considered as accepted by the Bank if the Deposit is returned to the Depositor under the procedure set by the Agreement. In such a case, accepted application shall be considered as Term Deposit Agreement Advance Termination Contract.

2.14.14. Return of the Deposit by the actual return date specified in the Deposit Account Application shall be regarded as an advance return and shall be executed on the ground of the application for the advance return of the Deposit. The Client shall submit an Advance Deposit Return Application not later than 2 (two) business days prior to the date when the Client wishes to return the Deposit.

2.14.15. If the Deposit return date or advance return date falls on a holiday, weekend, or day off, the Bank shall fulfill its obligations as to the Deposit return and payment of accrued interest on the next first business day of the Bank without accruing interest for additional time of keeping funds on the Account.

2.14.16. In case of changing or terminating the Product on conditions of which the Deposit has been placed, the Bank shall notify the Client in 14 (fourteen) calendar days prior to the product change/termination date about such change/termination as well as about new conditions in line with which the Deposit will now be serviced by means of placing notifications on information boards at the Bank's offices and/or on the Bank website at <https://ukrsibbank.com/>.

2.14.17. In case of advance Term Deposit return upon the Client's initiative, except for the provisions of clause 2.14.18 of the Rules, the Bank shall perform the following actions on the day of such advance return:

a) The Bank shall repay the Depositor the amount of interest accrued since the day following the date of the last interest accrual till the day preceding the advance return date by means of crediting money to the Depositor's Bank account specified in the Advance Deposit Return Application or at the Bank's cash desk; meanwhile, such interest accrual shall be performed at the rate specified in the Agreement;

b) The Bank shall deduct the excessively paid amount of interest from the amount of the Deposit under the Agreement, namely:

- under term Deposit, for which Agreements were concluded until 30.07.2015 (inclusive) – 75% (seventy five percent) of the total amount of all interest accrued and paid under the Agreement as of the date of such advance return,
- under term Deposit, for which Agreements were concluded after 31.07.2015 (inclusive) – 99.99 % (ninety-nine point ninety-nine tenths percent) of the total amount of all interest accrued and paid under the Agreement as of the date of such advance return.

2.14.18. In case of advance return of the Deposit, the effective term of which is prolonged in line with the Agreement, excessively paid amount of interest shall be calculated since the day of such prolongation. Interest accrued prior to the date of Agreement extension shall be paid to the Client without applying restrictions mentioned in clause 2.15.17 of the Rules.

**2.14.19. Deposit "Personal Enrichment Plan".**



2.14.19.1. In case of placing a maximum allowed amount of Deposit or recurring failure to fulfill the obligation to replenish the Deposit Account every month not later than on the day preceding the date similar to the one of Deposit replenishment in each subsequent month, the interest rate shall not be changed.

2.14.19.2. The Bank shall return funds, which the Client has transferred to the Bank, without crediting them to the Deposit Account in instances mentioned in clause 2.14.11 of the Rules, as well as if the replenishment amount exceeds the maximum allowed amount of the Deposit specified in the Deposit Account Application after replenishment.

2.14.19.3. Over the life of the Deposit, the Depositor shall monthly replenish the Deposit in the amount not lower than the one set forth in the Deposit Account Application. Such replenishment shall be carried out not later than on the date preceding the Deposit Date in each subsequent month, and in case of prolongation of the life of Deposit pursuant to cl. 2.14.6.1. of the Rules – not later than the date preceding the date equivalent to the date of prolongation of the Deposit in each subsequent month. If the Deposit/Prolongation Date falls on 29<sup>th</sup> – 31<sup>st</sup> of the month, if there is no such month in the subsequent months, the Account replenishment shall be carried out no later than on the last business day of such month. If the Deposit/Prolongation Date falls on the weekend, holiday or non-business day, the Account shall be replenished on the preceding business day at the latest.

2.14.19.4. If the Depositor fails to monthly replenish the Deposit, the Depositor shall pay the fine in the amount equivalent to the difference between the interest accrued under the Deposit and the amount of interests accrued at the reduced rate set forth in the Tariffs in force on the date of the Deposit Account opening. The penalty shall be withheld by the Bank from the amount of interest accrued at paying out.

#### **2.14.20. Demand Deposit “Active Money”.**

2.14.20.1. Pension and social disbursements envisaged by the Law shall not be credited to the Deposit Account.

2.14.20.2. The Bank shall not perform settlement operations under the Deposit Account as well as shall not accept Client’s payment documents.

2.14.20.3. Within the Deposit term, the Client can withdraw funds from the Deposit Account (by means of non-cash transfer or at the Bank’s cash desk), but, at the same time, the Client shall maintain a minimum amount of remaining funds on the Deposit Account, which is specified in the Deposit Account Application.

If the Depositor initiates funds withdrawal from the Deposit Account in the amount, which leaves the amount of remaining funds smaller than the minimum set by the Deposit Account Application, it shall be considered that such Client’s action initiates the termination of the Deposit. Consequently, the Client shall receive all the funds from the Deposit Account, the Deposit shall be regarded as terminated, and the Deposit Account shall be closed.

If the funds charge off from the Deposit Account occurs upon the collector’s initiative (namely, in case of charge off for the execution of a court decision, etc.) and the remaining amount of funds on the Deposit Account is smaller than the minimum specified in the Deposit Account Application, but it does not amount to nothing, the Deposit shall not be regarded as terminated and the Deposit Account shall not be closed; if the remaining balance amounts to nothing, the Deposit Account shall be closed and the Deposit shall be regarded as terminated.

2.14.20.4. If the Deposit Account is opened in the national currency, the Bank can accrue and repay to the Client the interest at the marked up rate unless the Client withdraws any funds from the Deposit Account within one calendar month.

The Bank shall mark up the interest rate separately for each full calendar month in which the Client has not withdrawn funds from the Deposit Account. At the same time, if the Bank accepts the Deposit Account Application after the 1<sup>st</sup> day of the calendar month, such month shall not be accounted in the calculation of the marked up interest rate.

The amount of the marked up interest rate shall be set depending on the number of calendar months during which the Client does not withdraw money from the Deposit Account and is calculated in line with the Schedule of marking up the interest rate, which is placed on information boards in the Bank offices.

The interest rate may be increased every calendar month, but no more than for three months successively. Once such three-month period is over, the interest rate shall be set on the level specified in the Deposit Account Application.

The Bank shall inform the Client about changing conditions and amount of the marked up interest rate in the order specified in clause 2.14.20.4.2 of the Rules.

2.14.20.4.1. Once every three-month period of increasing the interest rate is over, the rate may again be increased in the order specified in clause 2.14.120.4 of these Rules. Moreover, the number of such three-month periods is not limited.

2.14.20.4.2. The interest rate shall not be raised in the calendar month in which funds are withdrawn from the Deposit Account. In such case, interest rate shall be set on the level specified in the Deposit Account

Application. Further increase of the interest rate may happen in the general order, starting with the following calendar month, provided that the Client meets the requirements of clause 2.14.20.4 of the Rules.

The Bank shall notify the Client about setting new and/or changing effective Tariffs and/or increasing the interest rate of the Deposit by means of placing respective notifications on information boards in the Bank offices no later than within 14 (fourteen) calendar days by the date of new Tariffs and/or new raised interest rate coming into force.

2.14.20.5. The Bank shall have the right to decrease interest rate. The Bank shall notify the depositor by placing relevant notices on the information boards in the Bank premises and/or by submitting information notification to the Depositor and/or at the [www.ukrsibbank.com](http://www.ukrsibbank.com) and/or by other means not later than one month before the date when new interest rate comes into force. Exact date when new interest rate shall come into force will be indicated in the relevant notification.

2.14.20.6. If the Client disagrees with new and/or changed Tariffs of the Deposit servicing and/or change of Deposit interest rate, he/she shall notify the Bank in written thereof not later than on the last business day by the date of new Tariffs and/or new interest rate coming into force. If the Depositor fails to send such written notice about disagreement with servicing on new conditions to the Bank's mailing address specified in the Deposit Account Application on the date of the last business day preceding the date of new Tariffs and/or new amount of interest rate coming into force, such an instance shall be regarded as the Client's consent to be serviced in line with new Tariffs and/or new amount of interest rate.

2.14.20.7. Interest under the Deposit shall be accrued on the last business day of the month for the period since the last calendar day of the previous month till the day preceding the last calendar day of the current month to the amount of funds that are actually placed on the Depositor Account as of the end of every calendar day of the month. Interest shall not be accrued for the day when the Depositor Account is closed and for the day preceding this closing. Interest shall be accrued using "fact/fact" method, i.e. taking into account the actual number of days in a month and in a year. Accrued interest under the Agreement shall be credited to the Deposit Account on the last working day of a month and on the day of closing if the Depositor Account is closed.

### 3. Card User Guide

#### 3.1. Security requirements:

3.1.1. When receiving a card, the Holder shall sign the receipt to confirm that the Holder received the Card, as well as to put a signature on the strip for signature on the card, in case of such a strip in the presence of an authorized person of the Bank.

3.1.2. In case the Holder receives a card outside of Bank's offices from the representative of the courier company, the Holder confirms the fact of reception of a card either:

- activating a card by means of system UKRSIB online; *or*- by sending an information message to the Bank number 729 with the number of the received card in the format "6 \* 4" (the first six and the last four digits of the card number). In response, the Bank shall send an information message to the Holder, which will indicate the further actions of the Holder required to complete the process of confirming the card reception.

In the event that the Holder has difficulties in confirming the card reception by sending an information message to the Bank's number 729, the Holder may contact the Bank's service outlet or call Call center.

In case the Holder receives a card outside of Bank's offices from the authorized representatives of the Bank within the framework of salary project on the territory of the Company, the Holder confirms the fact of receiving the card in an undamaged form by signing the Agreement-Questionnaire.

3.1.3. The card shall be issued to the Holder inactive (no payments can be carried out via this card) with initial "0000" PIN-code to be changed for card activating by the Holder's own hand

The Holder can change the initial PIN-code "0000" of the card:

- by changing the initial PIN-code "0000" of the card at the ATM (for "Visa Inc." and "MasterCard Worldwide" international payment systems) or at the ATMs of other banks (for "Visa Inc." and "MasterCard Worldwide" international payment systems) by setting a new PIN. To activate the card via the ATM (upon receipt of information notification on the necessity to activate the card) the Holder shall insert payment card into the ATM and enter initial PIN-code "0000", afterwards ATM of the Bank will automatically offer to change the PIN-code (in case of PIN-code change under «MasterCard Worldwide» IPS cards in the ATMs of other banks, the Holder shall independently select PIN-code change option in the ATM menu) and then enter the new PIN twice.
- by activating the card using the UKRSIB online system mobile application, the Holder must be authenticated and identified by means of the UKRSIB online system, should enter the card data (by his/her own hand, by photographing or using the NFS module of the mobile device), create, enter and confirm by re-entering Client's own PIN-code of the card. In the event of a positive OTP check by the Bank, the Holder receives a message via the UKRSIB online system about

changing the PIN code. At will of the Holder, the Holder may, or if the Bank suspects that the card has been compromised, the Holder is obliged to change the PIN code of the card via the UKRSIB online system mobile application for further transactions using the card, in the manner described above for changing the initial PIN code using the UKRSIB online system mobile application.

After the change of the PIN code, the card will become active and the Cardholder will receive information notification on card activation;

3.1.4. PIN shall be known to the Holder only (except for the initial PIN-code set forth in cl.3.1.3. of these Rules). The Holder shall at all times take all reasonable endeavors to keep the Card and PIN, CVV2/CVC2 and other Card details safe. The Holder shall not write PIN on the card or on other objects kept with the card.

3.1.5. The Card shall be used solely by its Holder. Full name and surname of the Cardholder is indicated on the face of the card (for nominative cards). The maximum number of characters to indicate the name and surname of the Cardholder on the card shall not exceed 22 characters. The Card shall be used in a trade acquiring point or at a cash-out desk in the presence of the Holder only.

3.1.6. The Holder shall keep the Card away from other persons and sources of electromagnetic emission (mobile phones, TV sets, displays etc.) and magnets.

### 3.2. Card Use:

#### 3.2.1. Card expiry date.

The Card expiry date is indicated on the front of the Card as MM/YY (MM – two numbers indicating the number of a month, YY – two last numbers of a year).

The Holder shall use the Card till the expiry date indicated on the front of the Card (month and year). The Card shall expire on the last calendar day of the indicated month.

If the Card expires, except for the Virtual Card, the Bank shall re-issue the Card for a new term in the second to last month before it expires (pursuant to cl. 4.1.21. of these Rules), unless the Client submits a request to terminate the Agreement and close all Accounts, or suspend a certain Card, or the Bank closes the Card Account based on other reasons envisaged by the Agreement. The Holder shall return the Card to the Bank within 3 (three) working days after its expiry.

After the expiration of the Virtual Card, the Client has the opportunity to issue a new Virtual Card in accordance with the procedure specified in paragraph 4.3.16 of these Rules.

#### 3.2.2. Cash withdrawal from the Card.

3.2.2.1. Correctly entered PIN shall be a prerequisite to withdraw cash from the Card via ATM.

3.2.2.2. Fee for cash withdrawal envisaged by the Tariffs as well as the amount of ordered cash shall be suspended.

3.2.2.3. When withdrawing cash at a cash desk (the Bank's branch) using the Card, the Client shall provide an ID document (passport or interim certificate confirming Ukrainian citizenship or Interim Certificate for temporary/permanent residence) for authorization.

#### 3.2.3. Using the Card to pay for goods and services.

3.2.3.1. When the Card is used to pay for goods and services, the Holder shall check the amount, currency, and the date of transaction before signing the receipt of the performed transaction. By signing this document, the Holder acknowledges that the amount indicated is correct and authorizes the Bank to debit funds from the Card Account. The Holder shall receive one copy of the receipt.

3.2.3.2. Trade and service enterprises and companies (points-of-sale) that accept payment via cards shall have logos as follows: Cirrus, Maestro, MasterCard, Visa, Visa Electron.

3.2.3.3. Points-of-sale, which accept Cards to pay for goods and services, shall have the right to require the Holder to show the passport or another ID document and provide information to identify him/her as a lawful Holder as well as enter PIN to authorize the Holder.

3.2.3.4. If the Holder pays for goods and services using the Card and then returns them or receives only a part of them, the Holder shall personally approach the point-of-sale that sold the goods or provided the service. An employee from the point-of-sale shall issue the Credit Voucher/slip for the amount of returned goods/service. The Bank shall deposit the corresponding amount to the Card Account in line with the Credit Voucher/slip and within the terms prescribed by IPS.

3.2.3.5. If the Holder receives no money under the Credit Voucher/slip within 30 (thirty) days since the date of such Credit Voucher/slip issue, the Holder shall immediately inform the Bank thereof and provide such Credit Voucher/slip to settle the issue with the trade company.

3.2.3.6. When the Card is used to make payments, "Rules to Use Payment Cards to Pay for Goods and Services in the Trade Network", "Rules to Use Payment Cards to Pay for Services in Hotels", and "Rules to Use Payment Cards in the Internet" posted on the Bank's web-site <https://ukrsibbank.com/> shall be observed.

3.2.3.7. When the Holder pays for goods and services in the Internet, the Bank can perform additional identification of the Holder in order to increase the level of safety of all performed operations (using the "3D Secure" technology).

In such case, the Bank shall identify the Holder performing the operation by sending him/her a information notification with a one-time password to the Holder's mobile phone, which is connected to the Online-inform/Online-inform+ service under the Card with which the Client pays for goods and services in the Internet. Such one-time password shall be used while performing the operation in the Internet with consideration to the following:

3.2.3.7.1. The Holder can ask for maximum three new one-time passwords while performing the operation in the Internet by sending respective requests to the Bank (using the Bank's website);

3.2.3.7.2. If the Client enters incorrect one-time password three times in a row while performing the Internet operation, the Bank can deny the Client performing such operation.

3.2.3.7.3. Use of the one-time password by the Client shall be deemed equal to the Client's signature confirming his/her consent to perform the transaction.

3.2.3.8. The Card shall not be used with a purpose clashing with the Law, including payments for goods and services banned by the Law. If the Bank discovers unlawful use of the Card, it shall have the right to approach law enforcement authorities following the procedure set by the applicable Law of Ukraine.

3.2.4. Loss of the Card or its Unlawful Use.

3.2.4.1. If the Holder loses control over the card (ATM does not give the card back and other cases when the Client cannot control the card) or if the card is unlawfully used by other persons (theft etc.), the Client/Holder shall:

- immediately inform the Bank by connecting the Call center. Therewith the Client/Holder shall provide personal data in line with clause 4.3.21 and confirm his request and intention (or refusal) to put the Card into the Stop-list in writing within 3 (three) days after verbal notification, or
- block the card via UKRSIB online system.

3.2.4.2. If the Holder finds a Card previously declared as lost or illegally used, the Holder shall return it to the Bank.

3.2.5. Specific Procedure to Use International Card in High-Risk Countries:

3.2.5.1. To reduce risk of international card illegal use (frauds), the Bank recommends the Holders to be highly cautious as they use payment cards in countries recognized as highly-risky by the international payment systems.

List of High-Risk Countries:

Myanmar, China, Guinea, Hong Kong, Indonesia, the Democratic People's Republic of Korea, Republic of Korea (Southern Korea), Liberia, Malaysia, Mali, Mauritania, Morocco, Nigeria, the Philippines, Singapore, Vietnam, Thailand, Tunisia, Taiwan (Province), Cameroon, Central African Republic, Chad, Congo, Equatorial Guinea, Gabon, Benin, Burkina Faso, Cote d'Ivoire, Niger, Senegal, Togo, Brazil, Poland, Turkey, Sierra Leone, Socialist People's Libyan Arab Jamahiriya, Spain, United Kingdom, Southern Africa, Sri-Lanka.

The abovementioned list of high-risk countries can vary. For more information about the countries from the high-risk list and restrictions applied to international payment cards the Clients can call the Call center.

3.2.5.2. If the Holder intends to use his international card in one of the afore-listed countries, the Bank recommends use the card to pay for goods and services only in big stores of globally renowned brands, and withdraw cash in branches of globally renowned banks, airports or international hotel chains.

The Bank also recommends set personal Card limits (below the standard) for the amounts to be potentially used by the Client.

3.2.6. Blocking and de-blocking a magnetic stripe card in case of entering an incorrect PIN:

3.2.6.1. In case the Client enters PIN incorrectly ten times in a row in any device/s, the Bank shall block the payment card to disable performing cash operations as well as all other operations requiring PIN;

3.2.6.2. The Client shall contact the Call center to de-block the card.

3.2.7. Blocking and de-blocking a card with microprocessor-based chip and magnetic stripe in case of entering an incorrect PIN:

3.2.7.1. If the Client enters an incorrect PIN three times in a row in POS-terminals of banks and/or retail network, provided transactions are carried out with the use of microprocessor-based chip, the Bank shall block the payment card for performance of such expenditure transactions in the given terminals. It shall be possible to perform transactions in ATMs with a card (it shall not be blocked). It shall be also possible to perform transactions in the banks' terminals and in the retail network (that do not support the use of a microprocessor-based chip) with the use of the card magnetic stripe. In order to unblock the card, the Client shall contact Call center or do it in terminal devices of the Bank/other banks that support such unblocking function.

3.2.7.2. If the Client enters an incorrect PIN ten times in a row in ATMs, the Bank shall block the payment card to disable performing cash operations in ATMs, as well as in terminals of banks and retail network with the use of a magnetic stripe. At the same time, transactions with the card in terminals of banks and in the retail network with the use of microprocessor-based chip shall be possible (shall not be blocked). The Client shall contact the Call center to unblock the card.

3.2.8. In case the currency of the card transaction (cash withdrawal, payments for goods, etc.), differs from the currency of the card Account, the transaction amount shall be exchanged in the currency of the card Account (to block and subsequently write off the amount from the card Account) in line with the rules of the International Payment System and the Bank's internal procedures, unless otherwise stipulated by the Law. The exchange shall be carried out at the rate set by the IPS and the Bank on the daily basis for payment card transactions. The above rates can differ from the NBU and/or Bank rates for purchase/sell/exchange of foreign currency in Bank's outlets; the amount blocked on the account can differ from the written off amount due to rate changes.

3.2.9. The Card shall be deemed property of the Bank.

### **3.3. Use of card within airports VIP-zones priority access program LoungeKey Wholesale (accompanying non-banking service with cards of the Bank).**

3.3.1. For If it is stipulated by the Tariff plan, the Cardholders can be provided with the LoungeKey service. LoungeKey service is a program of priority access to VIP-zones of the airports around the world. LoungeKey service provider is "Lounge Gateway Limited" company (subsidiary of "Priority Pass UK" company (LKL)).

3.3.2. LoungeKey program, including official conditions of LoungeKey program, list of VIP-zones at the airports, usage rules and other information is available:

- at [www.loungekey.com/ukrsibbank](http://www.loungekey.com/ukrsibbank);
- on LoungeKey App mobile application (for Android and iPhone). To use LoungeKey App Cardholder has to create personal profile and password. To do it, it is necessary to enter [www.loungekey.com/ukrsibbank/register](http://www.loungekey.com/ukrsibbank/register), enter card number linked to the LoungeKey, and fill in personal data (each card has to be registered separately);
- by applying to the contact centers of LoungeKey, of which the information can be found at [www.loungekey.com/ukrsibbank](http://www.loungekey.com/ukrsibbank).

Terms and conditions of the LoungeKey program can be changed without notifying the Cardholder.

3.3.3. Cardholder and persons accompanying him/her shall abide by the rules and provisions of all VIP-zones included into the LoungeKey..

3.3.4. "Lounge Gateway Limited" and the Bank shall hold no liability for the below: no Bank shall not be liable for: - any losses inflicted to the Cardholder and persons accompanying him/her as a result of refusal of VIP-zone company operator to provide the right to use VIP-zone due to failure of Cardholder and persons accompanying him/her to comply with VIP-zone rules,

- any services and privileges offered in the VIP-zones, their working hours and staff working there,

- any disputes arising between the Cardholder and/or persons accompanying him/her and employees of the VIP-zone.

3.3.5. Activation of LoungeKey on the cards specified in cl. 3.3.1 hereof shall be carried out not earlier than 14 calendar days after the Cardholder receives its card and activates it (if the card was issued to Cardholder in inactive state pursuant to cl. 3.1.2 hereof) and provided that there is no overdue debt under card Account while activating LoungeKey on the card. In case several cards are issued to one Cardholder – LoungeKey shall be activated under each card.

3.3.6. Deactivation of LoungeKey under cards specified in cl. 3.3.1 hereof shall be carried in the following cases:

3.3.6.1. there is overdue debt over 90 (ninety) calendar days under the card Account to which the card was issued and LoungeKey was activated;

3.3.6.2. Tariff plan was changed that does not envisage activation of LoungeKey;

3.3.6.3. card with activated LoungeKey expires;

3.3.6.4. card with activated LoungeKey is temporary blocked for over 5 (five) calendar days or on the permanent basis;

3.3.7. LoungeKey service is paid by the Client under the tariff set by "Lounge Gateway Limited" company.

### **3.4. MasterCard/Visa Concierge service.**

3.4.1. If it is stipulated by the Tariff plan, the Cardholders can be provided with the MasterCard/Visa Concierge service offered by MasterCard/Visa. MasterCard/Visa Concierge service will be provided on condition that no debt outstanding under the recurrent fees accrued to be payable in line with a relevant Tariff plan under which such card(s) is /are issued. The mentioned service will be available with any such card.

MasterCard/Visa Concierge is information support and arrangement assistance that is operational 24/7 worldwide.

3.4.2. The Cardholder can get acquainted with the terms and conditions of MasterCard/Visa Concierge, including the list of possible services of MasterCard/Visa Concierge and other information at <https://ukrsibbank.com/>.

3.4.3. The Cardholder shall be notified about activation of MasterCard/Visa Concierge under card/s via information notification with telephone of the concierge and warning that in the near future the Cardholder will receive a telephone call.

3.4.4. To use MasterCard/Visa Concierge service, the Cardholder has to:

3.4.4.1. call MasterCard/Visa Concierge at MasterCard - 380-44-593-11-11; Visa – 380-44-300-05-03; or

3.4.4.2. submit request to the e-mail of MasterCard Concierge: [zapyt@mcconcierge.com](mailto:zapyt@mcconcierge.com); Visa - [visa@concierge.link](mailto:visa@concierge.link) or

3.4.4.3. call Call center.

3.4.5. Deactivation of MasterCard/Visa Concierge under card/s shall be carried in the following cases:

3.4.5.1. Tariff plan was changed to other Tariff plan which does not provide the provision of MasterCard/Visa Concierge service ,

3.4.5.2. annul of Card/s with activated MasterCard/Visa Concierge.

#### **4. Rights and Obligations of the Parties**

##### **4.1. The Bank shall have a right to:**

4.1.1. Use money on the Client's Accounts, as well as ensure – in line the Agreement – the Client's right to use money with a view to purpose of Accounts set by the Law and the Agreement.

4.1.2. Receive a fee from the Client for services rendered in line with the Agreement.

4.1.3. Refuse to provide services to the Client under the Agreement, in particular, to carry out transactions under Accounts and/or to process settlement and/or cash documents submitted by the Client, following the procedure and in cases envisaged by the Law and the Agreement.

4.1.4. Set new and/or change the current Tariffs and/or Tariff Plans following the procedure and on terms envisaged by the Agreement and/or the Law.

4.1.5. Debit money from the Accounts on the Client's behalf and/or by direct debit and/or based on payment requirements of collectors following the procedure and in cases envisaged by the Law and/or terms and conditions of the Agreement.

4.1.6. When money is debited based on payment requirements of collectors, if required to buy, sell and/or exchange (convert) foreign currency using available money of the Client, the Bank's fees for appropriate payments in foreign currency and charge for mandatory payments shall be paid by the Client in amount set by the Agreement and/or the Law. In this case, the Bank shall directly debit an appropriate amount from the Client's Accounts opened with the Bank.

4.1.7. Ask the Client to submit required documents and data in cases envisaged by the Agreement and/or the Law.

4.1.7.1. Pursuant to Article 49 of the Law of Ukraine "On Banks and Banking", if the Client fails to repay a loan received at the Bank and/or fails to discharge other obligations (in particular, obligations to repay a loan (interest, fees), penalties etc.) within the terms set by the Agreement, the Bank shall have a right to issue an order for enforced settlement of the Client's financial obligations.

4.1.7.2. The Bank shall have a right to ask the Client to submit documents and data required to identify the Client, nature of his business, financial standing, and legality of staying on the territory of Ukraine, and origin of funds in national and/or foreign currency in line with the Law of Ukraine. If the Client fails to submit the required documents or data or intentionally submits untrustworthy documents or data, the Bank shall have a right to refuse from servicing the Client including in the manner of delaying the execution of operations.

4.1.8. Return settlement documents of the Client without processing them if they feature incorrect details. The mentioned documents shall be in a prescribed form mandatory pursuant to the Law and/or the Agreement.

4.1.9. Delay or refuse to process electronic documents (including settlement documents) and information inquiries if the Client breaks the rules to prepare and/or submit them, and/or fails to comply with the procedure to protect them, or if validity and/or integrity and/or credibility of such documents or information seems doubtful, till the Client clarifies these issues.

4.1.10. Put off processing or returning of the Client's settlement document till the next working day if such document was received by the Bank after working hours, as well as in cases envisaged by the Agreement, including if the Bank is unable to process the settlement document on the day it was received.

4.1.11. To carry out the servicing of the Client via the UKRSIB online system, in particular, to provide cash and settlement servicing and loans to the Client subject to electronic transactions, which are being performed by the Parties by means of and via the UKRSIB online system, according to the Agreement, Credit Agreement, including Guidelines and requirements of the legislation.

4.1.12. To send notifications and/or provide the Client with information on the issues related to the services provided to the Client in the UKRSIB online system, including the confidential information and information which contains the banking secrecy, by means of the private safe mobile phone number.

4.1.13. To enter into transaction, in particular, to enter into Credit Agreements in the electronic form by means of and via the UKRSIB online system according to the procedure and in line with terms and conditions, specified in this Agreement.

4.1.14. Introduce new software and hardware to improve UKRSIB online system.

4.1.15. Unilaterally set and change the limits for conducting transactions under the card/card Account (including limits for transactions performed via RBS). If the Bank makes any changes, it shall post a corresponding note and the new limits (with a view to the changes made) online at the Bank's web-site at <https://ukrsibbank.com/>. If the Client further uses the card/card Account after the limits were changed, it shall be deemed as the Client's consent to be further serviced under the present Agreement with a view to changes introduced to the Guidelines.

4.1.16. Permanently block Personal Password and Personal Key at its own discretion and on the Client's initiative, following the procedure set forth in the Agreement, including the Guidelines.

4.1.17. Debit from the Client's Account (without additional consent of the Client) amounts of all transactions performed by the Holder under his Cards, fees, interest and any other liabilities arising when the cards/Account are issued and serviced. This shall be done using the minimum balance and/or direct debit from the Client's Card Account.

4.1.18. If the Client appeals against any transaction specified in the Card Account Statement the Bank shall consider the Client's request and investigate the issue within 120 (one hundred and twenty) calendar days after such request was received, in line with the schedule of IPS where the Card belongs.

4.1.19. Block (cease) execution of cash operations under the Account if the Client has an overdue debt under the Agreement. Demand from the Client to repay the debt provided there is debt under the Agreement after closure of the account.

4.1.20. Decide on the temporary suspension of card account transactions and / or transactions using a certain Card and / or its details, as well as on the withdrawal of the card if there is a suspicion of the presence and / or circumstances that may indicate improper use of the card or its details and / or the presence of signs of an offense committed using payment instruments, failure to provide and / or providing inaccurate, false documents or information about himself at the request of the Bank, use of the Card by an unauthorized person, and in other cases established by the Agreement and / or legislation.

4.1.21. Not re-issue the Card for a new term in line with clause 3.2.1. of the Rules and block such card if there is a set of following conditions:

- if no transactions (crediting and/or writing-off) were performed under the Client's Card Account and card for over 3 (three) months prior to such re-issue date (the data of re-issuance shall be determined by the Bank's internal procedure); and

- if the card has never been used by the Client (for example, even there has never been an authorization request for balance checks) in the 3 (three) months prior to the date of the Card re-issuance; and

- if on the date of re-issuance the balance on the Card Account is less than the indicated in the Tariffs one .

4.1.22. The Card shall be destroyed if:

- the Holder did not receive the Card emitted in line with clause 2.1. hereof within 120 (one hundred twenty) calendar days once the Agreement came into effect;

- the Holder did not receive the Card emitted based on the appropriate Client's request within 120 (one hundred twenty) calendar days once such request was made;

- the Holder did not receive the Card emitted in line with clause 3.2.1. of the Rules within 120 ( one hundred twenty) calendar days once the previous Card expired.

If the Holder approaches the Bank after the term specified herein expires, the fee for the Card issue shall be paid in line with the Tariffs.

4.1.23. Issue other type of card with the purpose of provision of higher level of security and if necessary to block previous card in case activation of new card with higher level of security.

4.1.24. Re-issue the Card based on appropriate Client's request if the Card was destroyed in line with clause 4.1.22. of the Rules. An exception is the re-issue of the main card issued under the card Account opened in hryvnia within the Tariff Plan "Electronic student ID card"; in such case, the Client submits an application to the corresponding educational institution.

4.1.25. Request the Holder to provide full information about transactions/settlements performed under the Client's Account, which are subject to currency control in line with the Law, so that the Bank could act as an agent controlling currency exchange.

4.1.26. Send messages and/or provide the Client with information about services under the Account and/or new services by phone numbers and address specified in the Application Agreement (or to any other phone number, which the Client has provided the Bank with), as well as by the phone numbers used by the Client as part of the Online-inform/ Online-inform+ service.

4.1.27. Exercise other rights of the Bank envisaged by the Agreement and/or the Law.

4.1.28. Transfer without Client's additional approval the Accounts, which has been opened within the scope of salary projects, to servicing in line with the Tariff plans envisaged for individual Clients of the Bank. Meanwhile:

4.1.28.1. The Bank shall have the right to transfer the Accounts if:

- the Client is dismissed from the Company – within five business days since the Client’s termination date. The Client or the Company shall provide information about the Client’s termination in the order specified by the agreement as to the salary project between the Bank and the Company;
- the salary is not credited to the salary account within 6 (six) calendar months on end;
- the agreement between the Bank and the Company as to the salary project is terminated – within five business days since the date of salary project agreement termination.

4.1.28.2. Transfer of accounts serviced on conditions of Tariff Plans within the scope of salary projects shall be performed without changing the level of the package offer. The Bank shall transfer such Accounts to servicing on conditions of respective Tariff plans that are intended for individuals – the Bank’s Clients. In addition, the fee repayment periodicity for accounts’ servicing can be changed from annual to monthly.

4.1.28.3. The change of conditions as to servicing Accounts shall occur on the date of such transfer. Information on transfer of accounts serviced on conditions of Tariff plans envisaged for individuals is available to the Client in the UKRSIB online system or the Client can apply to the Bank branch or Call center. If the Client continues to use Account/s after such transfer, it shall be considered as consent to such transfer.

4.1.29. Open an Account for the Client, if necessary, on the ground of Account Application or other contract or Agreement, concluded with the Bank, within the scope of the package offer.

4.1.30. To terminate the Agreement and/or to close Account(-s) where the Client breaches the binding obligations prescribed in the Agreement and for other grounds provided by the Agreement as set out in Section 11 hereof.

4.1.31. The Client agrees to refuse to receive information notifications about transactions with the use of electronic payment instrument within the minimum amount of transactions.

The amount of the minimum transaction is the minimum and limited amount per one Client’s transaction, for which the Bank does not send an information notification about the transaction by electronic payment instrument. The Bank determines the maximum amount of the minimum transaction for which the Client refuses to receive information notification about transactions using electronic payment instrument and relevant information about which is posted on a publicly available resource, the Bank's website and / or information provided by the Bank's information service.

In case the Client disagrees with the proposed changes to the Rules on granting consent to refuse to receive information notification about transactions using an electronic payment instrument within the minimum transaction size, the Client must act in accordance with paragraph 11.2. of Rules.

#### **4.2. The Bank shall:**

4.2.1. Duly comply with the terms and conditions of the present Agreement.

4.2.2. Timely and duly effect settlement and cash transactions of the Client under his Accounts in line with the Law, internal regulations of the Bank and terms and conditions hereunder.

4.2.3. Ensure the money is timely credited to the Client’s Accounts on the day it is received by the Bank. When the money is credited based on electronic documents, the Bank shall check if the recipient’s account number and his code coincide. If funds are credited in the foreign currency, the Bank shall additionally check the Client’s name (name and surname) and the purpose of the payment. If the data coincide, the Bank shall credit money to the Client’s Account. If they do not coincide, the Bank shall have a right to suspend the transfer amount for the term defined by the Law in order to find the proper recipient of the funds by sending a respective request to the bank of the payer.

4.2.4. Accept and hand out cash in line with the Law and internal regulations of the Bank.

4.2.5. Provide account statements on the Client’s request.

4.2.6. Keep all transaction under the Client’s Account in secret. The Bank shall have a right to disclose information about transactions under the Accounts to the third parties without the Client’s consent only in cases and following the procedure envisaged by the law of Ukraine “On Banks and Banking”.

4.2.7. Advise the Client on cash and settlement services and principles to operate the UKRSIB online system by phone specified on the Bank’s web-site.

4.2.8. Connect the Client to the UKRSIB online system and service the Client via the UKRSIB online system under the Agreement and provide the Client with Personal Key and Personal Password in the order specified by the Agreement.

4.2.9. Send information notification with Personal Password and OTP to the Client’s private safe mobile number.

4.2.10. Accept and process via the UKRSIB online system electronic documents (including settlement documents), as well as the Client’s information inquiries and process them, provided the Client observes the rules to prepare, transfer, and protect such documents and inquiries by means of using identification and authentication means.

4.2.11. In the event of submitting proposals to conclude/conclude Credit Agreements in the electronic form by



means of the UKRSIB online system, to provide the Client with all documents which are required and mandatory under the legislation of Ukraine in a way agreed upon with the Client and taking into account technical capabilities of the UKRSIB online system.

4.2.11. Block permanently (without a renewal option) current Personal Key and Personal Password following the Client's request in any way envisaged by the UKRSIB online system and the Guidelines.

4.2.12. If the Client submits an application to change identification facilities, the Bank shall take the following steps according to the Agreement and the application:

- to generate new identification facilities and provide them to the Client, and/or
- to make changes in the UKRSIB online system and send information notification with OTP to the private safe mobile phone number.

The Client can be provided with a new Personal Key only if the Bank or the Client shall block permanently (without the renewal option) the current Personal Key.

4.2.13. Not to disclose information obtained during cooperation with the Client without his prior consent.

4.2.14. Update the Client about amendments made to the Guidelines and/or changed principles to operate the UKRSIB online system in line with the Agreement.

4.2.15. Make a statement on the Client's Card Account for a calendar month as of the last working day of each month.

4.2.16. Provide duly set Tariffs to the Client upon his request.

4.2.17. Be held fully responsible for safekeeping the Client's funds placed in line with the Agreement.

4.2.18. Accept from the Client or for the Client the Deposit in line with the Law and the Agreement as well as perform operations under the Deposit Account in a timely manner.

4.2.19. Accrue and repay interest in line with the Agreement and the Tax Law of Ukraine.

4.2.20. Return the Deposit in line with the Agreement.

4.2.21. Inform the Cardholder about the card transactions via information notifications to the Cardholder's phone number connected to Online-inform/ Online-inform+ service. If the Cardholder does not connect to the Online-inform/ Online-inform+ and / or deactivating the information function in the settings of the Mobile application and / or Mobile phone, it will be considered as the Cardholder's refusal to receive notices on card transactions.

4.2.22. Inform the Cardholder about the expiration of the card 10 (ten) calendar days prior to the expiration at the latest via information notifications to the Client's phone number connected to the Online-inform/ Online-inform+ service or by displaying a notice on the ATM screen when the Cardholder carries out card transactions using the ATM.

### **4.3. The Client shall have a right to:**

4.3.1. Administer the money on his Accounts subject to requirements and restrictions set by the Law, purpose of the Accounts and the present Agreement.

4.3.2. Use payment tools envisaged by the Law and the Agreement to make payments.

4.3.3. Specify value date in the payment order. Such date shall not exceed 10 (ten) calendar days after the payment order was prepared.

4.3.4. Get the information about the money credited to the Account. Such information shall be provided in a form of a statement. If the money is received on accounts with a value date - this shall be specified in statements and/or the Client shall be informed thereof personally via telephone and/or corresponding message sent via the UKRSIB online system and/or by any other means agreed upon by the Bank and the Client.

4.3.5. Receive cash in amounts and within the terms specified in the cash request if the money is available on the Accounts in line with the purpose of the Accounts, terms and conditions of the Agreement and the Law.

4.3.6. Ask the Bank to make payments timely and in full, as well as to provide other services under the present Agreement.

4.3.7. Ask the Bank to timely process electronic documents prepared and/or drawn up and submitted via the UKRSIB online system in line with the Agreement and if there are legal grounds to take such actions pursuant to the Law.

4.3.8. Receive products (Services) within technical capabilities of the UKRSIB online system including those related to the loan granting on the grounds of electronic transactions, in line with the Agreement.

4.3.9. Receive Personal Key at the branch of the Bank as well as Personal Password required for the first login in pursuant to the procedure, envisaged in the Agreement.

4.2.10. If required, the Client shall have a right to permanently block Personal Password (without a renewal option) and/or Personal Key (without a renewal option) using all means available in the UKRSIB online system and envisaged by the Guidelines.

4.3.11. If Personal Key and Personal Password are blocked, receive new Personal Key and/or Password in the order envisaged by the Agreement.

4.3.12. Cease the current services provided via the UKRSIB online system by signing a supplement to amend the present Agreement in the Bank's branch, where this Agreement was concluded.

4.3.13. Change the personal mobile phone number of the Client to the new one in the order envisaged by the Agreement.

4.3.14. Appeal against any transactions under the Accounts as indicated in a statement, by submitting a written claim to the Bank's branch, where the Agreement was concluded, within 30 (thirty) calendar days from the date when the transaction was reflected under the Account. If the Client fails to submit a written claim to the Bank to appeal against the transactions specified in the statement within the term set in the given clause, transactions specified in the statement shall be deemed confirmed and shall not be subject to further claims.

4.3.15. If the Card is lost, damaged, or unlawfully used by other persons (i.e. if the card is stolen, etc.), the Client shall inform the Bank thereof by calling the Call center service pursuant to clause 4.3.21. of the Rules and within 3 (three) business days following the mentioned notification the Client shall approach a branch of the Bank with a request to receive a new Card(s) or approach 24h client support service by dialing the Call center numbers. An exception is the re-issue of the main card issued under the card Account opened in hryvnia within the Tariff Plan "Electronic student ID card"; in such case, the Client submits an application to the corresponding educational institution.

By approaching the educational institution/branch of the Bank/the Call center service, the Client shall entrust the Bank to directly debit money required to pay fees for issuing a new card(s), including fee for urgent issue, if the Client ordered such service. This shall be done following the procedure prescribed by the Agreement and in line with the Tariffs of the Bank.

4.3.16. Obtain:

4.3.16.1. A new personified card in line with the applicable Tariffs of the Bank, if a personified card was not re-issued upon its expiry pursuant to clause 3.2.1. of the Rules;

4.3.16.2. a Virtual Card by submitting a relevant application via the UKRSIB online system or by contacting the Bank's servicing branch.

4.3.16.3. Additional cards to the Card Account, incl. in the name of a minor and / or a child, whose legal representative is the Client, by turning to the branch of the Bank or by submitting a respective application via the UKRSIB online system or by submitting a respective application via the UKRSIB online system when executing an additional card for the Client.

4.3.17. Receive current and/or extraordinary statements reflecting cash flow on Accounts for a random period, which shall however not exceed the last calendar year.

4.3.18. Refuse from the services of the Bank and terminate the present Agreement in line with the terms and conditions hereunder, if the Client disagrees with the changed Tariffs of the Bank and/or other services.

4.3.19. Exercise all other rights envisaged by the Agreement and the Law.

4.3.20. Change the Bank's branch to receive services at by contacting the branch with a corresponding Application or by dialing the numbers of the Call center.

4.3.21. Call on Call center phone numbers:

4.3.21.1. to be consulted on certain issues

4.3.21.2. to order/receive new services in line with the Agreement, in particular:

4.3.21.2.1. opening a Savings Account in the national currency;

4.3.21.2.2. activation of "Standing Order" service (in line with cl. 5.3 of the Rules);

4.3.21.2.3. transfer of funds between own Accounts using Remote Banking tools (in line with cl.

5.5 of the Rules)

4.3.21.2.4. increasing the level of package offer opened as part of salary project (in line with cl.

10.4.1.2 of the Rules)

4.3.21.3. in case there arise problems with using the card

Therewith, operator of Call center service shall identify the Client by asking the following information:

- full name;
- date of birth;
- password-word;
- passport data (number, series, when and where issued);
- address of residence and/or registration (as stated in passport);
- taxpayer record card number.

4.3.22. Submit oral and written requests and receive the Bank's answer within the timeframe envisaged by the Law.

4.3.23. Petition for the personal meeting with the top management of the Bank in line with the Schedule of appointments and in the order envisaged by the internal policies of the Bank.

4.3.24. Obtain a written confirmation as to opening the Account and/or connecting the "Standing Order" service and/or increasing the level of Tariff Plan (in cases envisaged by the Agreement) by addressing to the Bank's

branch which services the package offer within the scope of which the Account has been opened and/or the “Standing Order” service has been connected.

4.3.25. Refuse, by changing the settings of the Mobile application and / or Mobile phone from receiving messages (informing), for transactions performed using the card, electronic presentation of the payment card. In case of the Client's refusal to receive notifications (informing) about the performed transactions with the use of the card, electronic presentation of the payment card , it is considered that the Bank has executed the respective notification (informing).

#### **4.4. The Client shall:**

4.4.1. Observe the terms and conditions of the Agreement, norms of the Law, current internal rules of the Bank regulating cash and settlement transactions, as well as pay for the Bank’s services according to the Tariffs set.

4.4.2. The Client shall submit duly prepared cash and settlement documents (including electronic documents) to the Bank following the requirements of the Bank, terms of the Agreement and the Law. The order of priority for the Bank to process settlement documents of the Client is prescribed by the Law, except for the cases outlined hereunder.

4.4.3. By the next business day upon receiving the Account statement, the Client shall inform the Bank about all discrepancies and errors discovered in Accounts statements and other documents, as well as about the Client’s refusal to recognize (confirm) the total balance on the Account.

4.4.4. If the Client receives on his account money not belonging to the Client, he shall – within 3 (three) business days after the money was credited – duly inform the Bank thereof and submit a payment order for the Bank to transfer money to the proper recipient.

4.4.5. Pay a fee to the Bank for the provided services according to the Tariffs of the Bank and in line with the Agreement.

4.4.6. The Client shall immediately inform the Bank about the change in his address and shall within 3 calendar days upon receiving an appropriate request of the Bank submit to the Bank all documents required to control payments under transactions on accounts, where the Bank acts as a currency control agent in line with the Law, including reports envisaged by the normative acts of the National Bank of Ukraine (regulating money flows coming from non-residents etc).

4.4.7. Within 3 (three) calendar days at the latest, upon the Bank’s request, the Client shall submit full and trustworthy information required for identification and analysis of the Client, clarification of information regarding identification and analysis of the Client, nature of his business, and financial standing.

Providing information for the purpose of studying the Client and / or clarifying information about him or her may be performed through the UKRSIB online system in line with the Rules.

4.4.8. Observe all technical, administrative, legal, and other requirements set by the Bank to operate the UKRSIB online system in line with the present Agreement, Guidelines, and Restrictions and requirements of the legislation of Ukraine.

4.4.9. Ensure identifiers and authentication facilities in the UKRSIB online system are safely kept in a manner to prevent their disclosure and unlawful use by unauthorized individuals. The Client shall not transfer or disclose to other individuals Personal Key, Personal Password, and OTP, as well as shall be responsible for their storage and use.

4.4.10. When using UKRSIB online system, the Client shall follow the Bank’s information security requirements and recommendations set out in the User Guidelines.

4.4.11. To ensure the control over and render impossible the access to the device and identification and authentication facilities, which are used by the Client to gain access and receive services via the UKRSIB online system.

4.4.12. Use Accounts for personal needs only aside from business activity.

4.4.13. Repay the fixed debt under the Agreement following procedure and within the terms outlined in the present Agreement or in the corresponding note submitted by the Bank to the Client, and repay the overdue debt immediately once it arises. Closure of Account/Accounts under the Agreement does not exempt the Client from the obligation to repay such debt.

4.4.14. Monthly receive statements on Accounts by 10<sup>th</sup> (tenth) of each month.

4.4.15. Not to disclose PIN and CVV2/CVC2 codes or other details on the Card and not to hand the Card to other individuals or to disclose the above mentioned data to such individuals. The number of the Card and its expiry date shall only be disclosed to third parties for such parties to transfer money from their personal Account onto that of the Client. The Bank shall not be held liable for any harm inflicted on the Client, if this happened through the Client’s disclosure of the Card’s essential details to third parties.

4.4.16. When filling out the Application Agreement the Client shall provide trustworthy data, including contact phone number and/or fax and email (if available) as well as inform the Bank in writing about change of his address and/or other essential details outlined in the Agreement and Annexes thereto, in particular if the Client amends the documents confirming his identity within 3 (three) calendar days once the listed circumstances occur.

4.4.17. In case of change of the second and/or first name the Cardholder shall submit to the Bank a corresponding request to reissue their the card/cards at the Client's own expense. An exception is the re-issue of the main card issued under the card Account opened in hryvnia within the Tariff Plan "Electronic student ID card"; in such case, the Client submits an application to the corresponding educational institution.

4.4.18. Receive the issued Card/Additional Card within at least 120 (one hundred twenty) calendar days after it was ordered.

4.4.19. Credit funds to the Deposit Account in the amount and within the term set by the Deposit Account Application.

4.4.20. On the following business day at the latest inform the Bank in writing:

- if the Client began to carry out entrepreneurial and/or independent professional activity after the above activity has began (namely, from the date of state registration, permit, license, etc.);
- in case the Client ceases entrepreneurial and/or independent professional activity from the date of suspension (i.e., from the date of state registration, annulment of the permit, license, etc.).

At that, the Client shall provide the Bank with corresponding documents confirming beginning/termination of the entrepreneurial/independent professional activity.

## **5. Rules to Use Accompanying Services under Card Account**

### **5.1. Rules to use SMS-notification service (Online-inform and Online-inform+):**

5.1.1. **"Online-inform"** shall mean a service allowing to promptly receive information on transactions carried out with payment card and limited number of information notifications on transactions under card Account without payment card;

5.1.2. **"Online-inform+"** shall mean a service that provides for notification within **"Online-inform"** and expended set of information notifications depending on the selected Tariff plan on transactions under Account/Accounts without payment card;

- information on transactions under all other card and savings Accounts of the Tariff plan, including fees, insurance payments, accrual of interest, etc. - for package offers
- information on accrual of mandatory monthly payment, full debt amount, accrual of fees for servicing of overdraft and fees for information notification – for "Credit Card with a Grace Period" product.

5.1.3. To use Online-inform and Online-inform+ service the Client/Cardholder of additional card shall have a mobile phone serviced by a Ukrainian mobile operator.

5.1.4. Online-inform service can be linked for the Client/Cardholder of additional card to any card issued to any card Account within any Tariff plan. One Card can be linked to one mobile number only. If the Client has several Cards he can connect one Card to an individual mobile number or to connect all the Cards to one mobile number. One card cannot be linked to two or more mobile numbers.

5.1.5. Online-inform+ can be linked for the Client in the name of who Account/s are opened:

- to the card account in national currency of Ukraine and to one card which had been issued to such account, for the "Credit card with grace period" Product.
- to all Accounts of Tariff plan (card and savings), which are or will be opened in future and to one card issued to card Account in the national currency of Ukraine, - for package offers

Within the package offer, Tariff plan and product specified herein, each card issued to card Account in the national currency of Ukraine can be linked to Online-inform+ service only if along with the card a unique telephone number is linked that is not linked with other card to Online-inform+ service (but shall not be linked with other card to Online-inform+ service). One card cannot be linked to two or more mobile numbers.

5.1.6. Immediately after connection of the card to the Online-inform/ Online-inform+ and too the moment the service is disconnected, payment for goods and services in the Internet with the help of such card is performed with the use of the "3D Secure" technology in line with cl. 3.2.

Once the card validation term is over or if the Holder's card is re-issued at the initiative of the Cleint in the name of which Account is opened, due to the loss/theft, etc., Online-inform/ Online-inform+ service shall be activated automatically for re-issued cards, if before card re-issue relevant service had been activated.

If re-issue of card linked to Online-inform+ service is carried out without blocking such card, StarSMS+ service shall be activated automatically on new card, and Online-inform service shall be activated automatically for re-issued card.

In case the Card is annulled without its subsequent reissuance, if Online-inform/ Online-inform+ service was linked to such card, such service shall be automatically terminated. Online-inform/ Online-inform+ service shall be automatically terminated in case the Account is closed.

5.1.7. The Client in the name of which the Account/s is opened, shall pay a fee to the Bank for use of the Online-inform/ Online-inform+ service in line with the Tariffs, provided such fee is specified in Tariffs for the Product to which the Card was issued. Payment for use of the Online-inform/ Online-inform+ service shall be charged on the last business day of the month, if Online-inform/ Online-inform+ service under the card was activated during such month as of at least the end of one day. If as of at least the end of one day of the month Online-inform+ service (notwithstanding activation/deactivation of StarInform service under the same card during the same month) fee for Online-inform+ service shall be accrued.

5.1.8. The fee for the Online-inform and/or Online-inform+ services shall not be charged in the following events:

5.1.8.1. the Card Account of a Client is blocked (provided that the Bank has a relevant document authorizing the freezing of funds), or when fulfilling the payment requirements by the decision of government authorities, as prescribed by the Law. Fee charges shall be renewed, once the relevant decision or freezing order is terminated. If the freezing order is imposed on a specific amount of money, whereas the total account balance exceeds this specific amount, the Client shall be entitled to make payments to the extent of the amount available, with fee for the Online-inform and/or Online-inform+ services to be charged ;

5.1.8.2. if the card account has been overdue for more than 8 (eight) consecutive days. The fee charge shall be renewed by the Bank, once the abovementioned indebtedness is repaid in full by the Client.

5.1.9. The Client/Holder of Additional Card can activate/deactivate Online-inform or change telephone number under the card:

- in the servicing branch of the Bank;
- by applying to the Call center.

The Client/Holder of Additional Card can also activate/deactivate Online-inform or change telephone number under the card (except for cards issued to the Account in the national currency of Ukraine to the Client in the name of which the Account/s is opened):

- in any ATM of the Bank;
- in Star 24 system.

Holder of Additional Card can also activate/deactivate Online-inform or change telephone number only under the card issued in his/her name.

The service shall be activated/deactivated immediately after connecting/disconnecting it. The service can be connected/disconnected for an unlimited number of times.

5.1.10. The Client in the name of which the Accounts are opened within Tariff plans specified in cl.5.1.5. can activate/deactivate Online-inform+ or change telephone number under the card:

- in any ATM of the Bank;
- in UKRSIB online system;
- in the servicing branch of the Bank;
- by applying to the Call center.

Special Features of Online-inform+ activation:

- card issued to the Account in foreign currency to the Client/Holder of Additional Card cannot be connected to the Online-inform+ service (only Online-inform service can be connected to such card);
- card issued to the Holder of Additional Card to the Account in the national currency of Ukraine cannot be connected to Online-inform+ service (only Online-inform service can be connected to such card);
- card issued to Account in the national currency of Ukraine to the Client in the name of which the Account/s is/are opened within Tariff plans specified in cl.5.1.5. and under which none SMS-notification service is activated or Online-inform/ Online-inform+ is activated, can be linked to Online-inform+ service (Online-inform is not available) in any ATM of the Bank and in UKRSIB online system.
- Service is activated/deactivated immediately after connection/disconnection. In case of deactivation of the service, the Client, in whose name the Account / s are opened, receives an information message about the deactivation of the service. Client can activate/deactivate service for an unlimited number of times.

5.1.11. After a transaction that requires authorization – payment for goods and services in a trade network, cash withdrawal, funds credit made to the Card account etc., is carried out, the Bank shall send at the mobile phone number of the Client / Cardholder who is holder of an additional card, a message with the information on the transaction conducted. Such message shall include the details as below:

- Number of a payment card used to make a transaction – the four both first and last figures of a relevant card number;
- Transaction type – cash receipt, payment for goods, balance statement, etc.;
- Transaction amount and currency;
- Place and time of the transaction;
- Balance on the account after the transaction is made;
- Information on transaction rejection if any.

- 5.1.12. vAs a Online-inform service provider the Bank shall send a message to the Client with an opened Account(s) if a transaction is made under the card Account in the Bank's outlet and via Star24/UKRSIB online. The relevant information is messaged along with a transaction of credited funds to the card Account – cash credit without a payment card, wire funds credit, including such by means of Standing Order; withdrawals – cash withdrawal from the Account without a payment card, wire transfer of funds from the card Account, including such connected with the Client's loan repayment with Direct Debit; other transactions – blocking funds with a transaction, blocking a card, PIN change, one-time password with an Internet transaction under the 3D Secure technology, information on failed or rejected transactions. The Bank does not send information messages in the case of successful operations to replenish the account of the mobile operator, a successful operation to pay for utilities, as well as in the case of accrual of interest on the balance of the savings account. The cardholder of an additionally issued card under Online-inform service will receive a message that informs the transactions connected with the payment card only.
- 5.1.13. As a Online-inform+ service provider the Bank shall send a message to the Client with an opened Account(s), which includes some information specified in Clause 5.1.11 of the Rules and the expanded messages respective of the selected tariff plan:
- for the “Credit card with grace period” Product – information notification about the accrual of obligatory monthly payment, aggregate overdraft debt outstanding, accrued overdraft fees, Online-inform+ connection and applicable Online-inform / Online-inform+ service;
  - With the package offers - a message that informs the accrued recurrent fees for Account servicing, decreased basic recurrent fees for Account servicing pursuant to clause 6.1.9 hereof, insurance payments, accrued interest under the Account(s) of the Tariff plan, replenishment of the accumulative Account(s), wire transfer of funds from the accumulative Account(s), including such with Direct Debit service in order to repay the Client's loan and/or repay the bank fees arising to be payable under the Client's other accounts, applicable Online-inform / Online-inform+ service.

5.1.15. To use Online-inform/ Online-inform+ service, a mobile phone shall feature SMS service while a mobile operator shall offer SMS service and shall have a right to provide services in Ukraine. To operate Online-inform/ Online-inform+, a mobile phone shall be set to send/receive SMS messages.

5.1.16. The Client/ Holder of additional card shall read section “SMS – short messages service” in his mobile phone user's manual as well as the general rules to use this function as set by the Client's mobile operator.

5.1.17. The Bank shall have a right to send to the Client's/ Holder's of additional card mobile phone updates on the Tariffs, products and services, campaigns and other informative messages of the Bank.

5.1.18. Information shall be sent via open communication channels. The Bank shall not be held liable if the information about the Card is disclosed, distorted or not received by the Client/ Holder of additional card which might happen when information is sent to the mobile phone number.

5.1.19. The Bank shall not be held liable for transferring information about the Card if the Client/ Holder of additional card provides an incorrect mobile phone number when activating Online-inform/ Online-inform+.

5.1.20. The Bank shall not be held liable for failure to timely put the Card into the Stop-list if the Bank did not receive or untimely received an SMS from the Client/ Holder of additional card for reasons beyond the Bank's reasonable control.

5.1.21. The Bank shall not be liable for timing and delivery of information notifications. Delivery of information notifications is not guaranteed and could be not performed or could be delayed, in particular for period of operators' transport network servicing or its failure, or if subscriber is not available.

5.1.22. To refuse from informative messages about the Card sent to the Client's mobile phone number, the Client/ Holder of additional card shall disable Online-inform/ Online-inform+ service via ATM or send an SMS with code 88 pursuant to clause 5.1.9. and 5.1.10. hereof, or approach a branch of the Bank.

## **5.2. Rules to use “Standing Order” service.**

5.2.1. As a part of Standing Order service (hereinafter in clause 5.2. – the Service), the Client shall entrust the Bank to make recurrent and one-shot transfers (direct debit) from the Client's Card Account and on his behalf in favor of individuals and/or legal entities, in line with terms and conditions of the Agreement, the present Rules and the Bank's Tariffs.

5.2.2. The Bank shall provide the Service based on:

5.2.2.1. Submission of a respective application of the Client, which envisages provision of the Service in the branch of the Bank; or

5.2.2.2. Contacting with the Call center in order to connect the service of money transfer from the Card Account to the Savings Accounts; both Accounts shall be in the national currency of Ukraine and serviced under one Agreement. In such case, the Client shall have a right to receive a written confirmation in the order specified in clause 4.3.24 of the Rules; or

5.2.2.3. A respective electronic document sent via UKRSIB online system.

The grounds specified in clause 5.2.2 concerning the Service connection shall be further referred to as the Request.

5.2.3. In his Request the Client shall specify essential details and purpose of the transfer, period of the transfer (the period shall be one month for Requests submitted in the order of clause 5.2.2.1 of the Rules), date of the first transfer, amount of transfer, as well as any other data required by the Bank to make a transfer.

5.2.4. The Bank shall debit money from the Client's Accounts with a view to requirements of the Law and provided that:

- the Client's right to use funds on his Account is not restricted (seizure, ban, etc.); and
- no other restrictions are in place (for purpose of account, in particular) pursuant to the Agreement, the Law applicable as of the moment when money is debited; and
- the amount of transfer does not exceed the limit set by the Law (if any); and
- the balance on the Client's Account is enough for direct debit and for the Client to pay for services provided by the Bank in line with its Tariffs. In this case the Bank shall not debit the money from the Client's Account in parts.

5.2.5. Transfers under the Service shall be as follows:

5.2.5.1. The Bank shall debit money from the Client's Account. The date and amount to be debited shall be in line with the Request of the Client.

5.2.5.2. If the date of a transfer falls on the weekend, holiday or a day-off, such transfer shall be made on the first working day after such days. If the date of a transfer falls on a non-existing day (e.g. 31 April), the transfer shall be made on the last working day of such month (at that, if such day is a holiday or day off, the transfer shall be made on the first working day following such date).

5.2.5.3. The Bank shall make transfers to the details specified in the Request by the next working day after the money was debited from the Client's Card Account.

5.2.5.4. If the Client has no money on his Card Account or the amount available is not enough to make transfers and/or pay fees for such transfers:

- The Bank shall refuse from making the Client's transfer;
- Within the next 4 (four) working days, the Bank shall initiate transfers in line with its internal procedures. The Bank shall make a transfer if the Client has enough balance on his Card Account on one of these days. If the Client has no money on the Account or the amount available within these period is not enough to make a transfer – the Bank shall not perform a transfer;
- the date of the next transfer shall be determined with a view to the transfer schedule specified by the Client in his Request.

5.2.6. The Client shall ensure there is enough money on the Card Account from 12-00 till 15-00 on the transfer day, for the Bank to make transfer. If as of 15-00 the balance on the Client's account is not enough to make transfer and pay the Bank's fee, the Bank shall not make such transfer (with account for provisions of cl. 5.2.5).

5.2.7. The Client shall disable/cancel the Service based on appropriate Request in the Bank's branch where the Client's Card Account is serviced or, provided the service has been connected via Star24/UKRSIB online system, by sending a respective electronic document via UKRSIB online system. If the date to disable the Service falls on a transfer date, such transfer shall not be made.

5.2.8. The Bank shall have a right to disconnect the Service unilaterally if the transfer from the Client's Card Account cannot be made (recipient's account is closed, incorrect details, etc.).

5.2.9. To debit the money from the Client's Account the Bank shall prepare a memo slip, which shall feature a detail "Purpose of Payment" with information about the payment and details (number and date) of the agreement, which envisages direct debit.

5.2.10. The Client shall be responsible for accuracy of data about recipient, nature of transfer performed by direct debit. If the mentioned data are inaccurate, the Client shall indemnify all resulting damages to the Bank.

### **5.3. Rules to use service "Transfer to Other UKRSIBBANK Card Account via ATM and UKRSIB online system".**

5.3.1. "Transfer to Other UKRSIBBANK Card Account via ATM and UKRSIB online system" is a service allowing the Holder to use his card or card details to transfer (via ATM of the Bank or UKRSIB online system) money from the Card Account to other Card Accounts of the Client or other individuals opened in the Bank with a view to restrictions set by the Agreement, the Law and the purpose of the Accounts. In this case:

- the service shall be available for Card Accounts opened in the national currency;
- transfers shall be possible only in the national currency;
- no transfer from the Card Account of a resident to that of a non-resident shall be made.

### **5.4. "Transfer of funds between own Accounts using Call center " Service Usage Rules**

5.4.1. Service "Transfer of funds between own Accounts using Call center" (hereinafter referred to in cl. 5.4 as "Service") allows the Client to transfer funds between his/her own Accounts (within the framework of one package offer) using Remote Banking tools (namely through Call center service).

5.4.2. To use the Service, the Client authorizes the Bank to transfer the Client's funds between his/her own accounts on the following conditions:

- transfer of funds shall be made at the Client's initiative based on his/her remote order;
- transfer of funds shall be made in one currency between the Client's card and savings accounts opened within the framework of one package offer,
- transfer of funds shall be made within the amount of spending limit on the Account from which a transfer is made. The amount of transfer shall be specified by the Client in a relevant remote order.

The Client's remote order shall be provided by the Client through his/her addressing to the Call center service and the Bank shall identify the Client following the procedure specified in cl. 4.3.21 of the Rules. In case of positive identification, the Client shall give all parameters required by the Bank in order to make a transfer. Upon a transfer of funds from the Client's Savings Account to his/her Card Account, the Bank sends appropriate notification to the Client in the form of information notification.

## **5.5. Purchase/sale of a non-cash foreign currency via the UKRSIB online system.**

5.5.1. The purchase/sale services of a non-cash foreign currency (hereinafter referred to in this Clause as – the “Services”) are available for Clients, if they have access to the UKRSIB online system, as well as accounts opened in relevant currencies, required for the provision of the Service (to debit funds from to carry out a transaction, or to credit funds to upon a transaction).

5.5.2. Unless otherwise required by the Law, the purchase/sale services of a non-cash foreign currency shall be provided to the extent of limits, set forth by the Bank.

5.5.3. The services are provided for the following currencies: UAH, U.S. Dollar, Euro..

### **5.5.4. Procedure to apply for and execute the Remote Order .**

5.5.4.1. The Client forms the Remote Order by filling in relevant Application Forms in the interface of the UKRSIB online system .

#### **5.5.4.2. The following information shall be provided in the Remote Order by the Client:**

- Account from which an amount of money in a relevant currency shall be debited for the purchase/sale of a non-cash foreign currency ,
- Account to which an amount of money in a relevant currency shall be credited, once the purchase/sale of a non-cash foreign currency is done,
- Desired amount in a foreign currency the Client wishes to purchase/sell ,

The following details of the Remote Order shall be specified automatically:

- Date when the Remote Order is submitted to the Bank shall be considered the Date of Transaction,
- Purpose of the purchase/sale of a non-cash foreign currency, namely “for personal needs”,
- Bank's Exchange Rate applicable on the Application Date.
- Full name of the Client,
- Name and MFO of the Bank.

5.5.4.3. After filling in all the required details, the Client shall sign the Remote Order by confirming its OTP as prescribed by the Contract, and after that the Remote Order shall be automatically sent for the execution to the Bank.

5.5.4.4. By confirming the Remote Order through OTP, The Client entrusts the Bank, and the Bank shall be entitled to perform a direct debit of the amount of money, sufficient for the purchase/sale of a non-cash foreign currency, from the relevant account, indicated in the Remote Order.

5.5.4.5. The Direct Order shall be processed and performed, or rejected by the Bank on the date it was submitted to the Bank.

5.5.4.6. Upon the conduction of the purchase/sale of a non-cash foreign currency, the Bank shall credit the purchased currency/hryvnia to the relevant account, indicated in the Remote Order.

5.5.4.7. The performed Remote Order shall be kept in the electronic form in the UKRSIB online system.

### **5.5.5. Rejection to perform the Remote Order.**

5.5.5.1. the Bank shall be entitled to refuse to perform the Remote Order in the following events:

- If there is a breach of any term of the Contract or other contract, concluded between the Parties,
- If the amount of money available on the Client's account is not enough to carry out such transaction. The transaction shall not be carried out using the overdraft, set for a relevant account.
- if a requested currency is unavailable ,
- if there are any restrictions imposed on accounts which are used for the provision of the Service ,
- if the provision of the Service breaches, or in the Bank's opinion, may cause the breach of Legislation, or the Legislation on Extraterritorial Jurisdiction.

5.5.2. In the event of rejection to perform the Remote Order, the Bank shall provide the Client with the relevant notification via UKRSIB online system



## 6. Procedure to Pay for Services of the Bank

6.1. Amount, procedure and terms to pay for the Bank's services under the Agreement.

6.1.1. The Bank shall provide fee-based services to the Client under the present Agreement.

6.1.2. List, term and cost of services provided by the Bank under the Client's Accounts shall be set by the appropriate Bank's Tariffs outlined in the Tariff Plan selected by the Client under the present Agreement or set in line with the corresponding supplement to the Agreement concluded by the Bank and the Client.

6.1.3. When opening Accounts pursuant to the present Rules the Client shall at his own discretion select one of the Tariff Plans offered by the Bank to have his Accounts serviced in line with the Tariffs of such Plan. By signing the present Application Agreement and/or a supplement thereto the Client shall confirm that he has viewed the Bank's Tariffs and has selected a Tariff Plan.

6.1.4. The Bank and the Client have agreed that the Bank shall have a right to set new and/or change current Tariffs and/or Tariff Plans following the procedure and in terms envisaged by the Agreement.

6.1.5. The Client shall pay a one-time fee to the Bank when one-time service is provided or within term specified period, while recurring fee (if envisaged by the Tariff Plan) shall be paid within the term set by the Agreement in line with the current Tariffs of the Bank, Tariff Plan selected by the Client and/or terms and conditions of the Agreement.

In case the Client submits request to change expense limits under the Card, change of servicing branch via Call center, change of Tariff Plan level at the expense of the Client, the Bank shall render such service only upon payment of the relevant one time fee by the Client. In order to pay such one time fee, the Client shall entrust the Bank and the Bank shall carry out direct debit of one time fee amount pursuant to the Agreement as of the date when such request was received from the Client, and in case the amount is not available on the Account (s) – in future the Bank shall initiate direct debit within 180 calendar days. If the fee is not paid within the specified period, it is considered as the fact the Client refused from the Service.

If an overdraft limit is set for such Account and provided the Client has no personal money on the Card Account, the Bank shall repay the fee using the set overdraft limit with account for provisions of cl. 2.3.8.

6.1.6. The Client shall pay for services provided by the Bank under the present Agreement in line with the Tariffs of the Bank. Payment of the debts under the Agreement shall be made by means of direct debit in the order prescribed by Part 7 of the Rules, while taking into consideration the following:

6.1.6.1. The debts shall be directly debited from the Account provided that only one Account is opened under the Agreement;

6.1.6.2. If several Accounts are opened under the Agreement:

6.1.6.2.1. The debts are debited from the Card Account opened in the national currency. The Bank shall also have the right to debit the amount of debts from other Accounts (regardless of availability of required funds to repay such debt on the card Account in the national currency) opened under the Agreement:

- From the Savings Account opened in the national currency, without crediting funds to the Card Account opened in the national currency. Once the debt is repaid, the amount of the debt under the Card Account opened in the national currency shall be automatically de-blocked;
- From the current Account opened in the national currency in the order set for the Savings Account; the subclause shall be applicable to agreements serviced under the Tariff Plans All Inclusive, All Inclusive, All Inclusive De Luxe, which were concluded by 21.03.2011;
- From the Card Account opened in the US dollars;
- From the Savings Account opened in the US dollars;
- From the Card Account opened in Euro;
- From the Savings Account opened in Euro;
- From other Client's Accounts.

6.1.6.2.2. If the operation is performed with the card under the Card Account opened in the foreign currency, the amount of fee shall be blocked on the Card Account on which such operation is performed and de-blocked not later than on the day of the fee repayment.

6.1.6.3. The Client shall pay for services provided by the Bank under the present Agreement in line with the Tariffs of the Bank applicable as of:

6.1.6.3.1. the date when a fee is charged – for recurring fees (fees for cash and settlement services, etc.)

6.1.6.3.2. the date when such services are provided – for services not connected with the flow of funds on the Accounts (for instance, issuance of an additional card, execution of an account statement, etc.)

6.1.6.3.3. the date of representation of the operation under the Account – for operations/services connected with the flow of funds on the Account (cash withdrawal, etc.)

6.1.7. The Client and the Bank have agreed that the Bank shall have a right to deduct the fees charged but not repaid by the Client from the expenses limit.

6.1.8. Procedure and reasons to change the Tariffs.

6.1.8.1. If the Agreement does not state otherwise as to setting new and/or changing effective Tariffs and/or shift to other Tariff Plan at the initiative of the Bank and/or change of interest rate, the Bank shall inform the Client about its intention to set new and/or change the current Tariffs and/or interest rate by posting appropriate note on information boards in the Bank's offices and/or in any other way within 30 (thirty) calendar days before the new Tariffs/ Tariff Plans and/or interest rate come to force.

6.1.8.2. The Parties have agreed that changes made in line with this clause of the Rules shall not require any supplements to be concluded by the Parties and shall come to force as of the date to be indicated in the above mentioned notes. If the Client initiates to change the Tariff Plan, he shall prepare an appropriate Request.

6.1.8.3. If the Client disagrees with the changed Tariffs and/or shift to other Tariff Plan at the initiative of the Bank and/or change of interest rate charged on the balance on the Account he shall duly inform the Bank in writing by the last working day which precedes the date when new Tariffs/ Tariff Plans and/or interest rate become effective. This shall be done to terminate the Agreement and close the Account. If the Client performs transactions under Accounts after the new Tariffs/ Tariff Plans came to force, this shall confirm the Client's consent with the new Tariffs/ Tariff Plans. If the Client fails to provide a written disagreement to have services on the new/modified terms to the Bank's mailing address specified hereunder by the last working day, which precedes the date when the new/modified Tariffs/ Tariff Plans and/or interest rate come into force, this shall be considered the Client's consent to have services under the new/modified Tariffs/ Tariff Plans and/or interest rate in line with the present Agreement.

6.1.9. Recurring monthly fee (if envisaged by the corresponding Tariff Plan) shall be charged monthly on the last working day of the current month. Recurring monthly fee for servicing of Accounts shall not be accrued under the Account that is serviced according to the Tariff Plan "Credito" for the month when the Client has a debt in the Bank under consumer loan in cash and/or consumer loan to purchase goods. Recurring annual fee (that is envisaged by the corresponding Tariff Plan) shall be charged annually on the last working day of the month in which the corresponding Account is opened or the Tariff Plan is changed. Recurring fee shall be repaid by the Client within seven calendar days upon accrual. If Accounts are closed, the Client shall pay the recurring monthly fee (in the basic amount) on the day when the applications for closing the Accounts are issued and/or on the day of the Agreement terminations (in line with Part 11 of the Rules), except for the Tariff Plan "Credito" under which the recurring monthly fee shall not be charged for the month in which the Client submitted the application for closing the Accounts and/or for the month of the Agreement termination. The Client shall entrust the Bank to directly debit charged recurring fee from the Card Account with a view to provisions set out in clause 7.8 of the Rules.

Basic recurring monthly fee shall be explicitly given in the Tariffs of the Bank. Recurring monthly fee is reduced depending on:

- the general amount of minimum balance on Savings Accounts opened under the Agreement,
- the total balance on the Client's Accounts for term deposits as of 6 p.m. on the penultimate working day of the current month,
- the sum total of operations performed with cards,
- availability of a term deposit (with non-zero balance) placed with the Bank.

The balance of term deposits in the foreign currency is calculated in the national currency at the NBU rate as of the penultimate working day of the current month.

The Bank shall calculate the sum total of operations performed to pay for goods and services on the last working day of the month. In doing so, the Bank shall:

- account only those operations performed to pay for goods and services, which were displayed and write off on Card Accounts of the Client opened under the Agreement from the last working day of the previous month to the penultimate working day of the current month;
- calculate the sum total of operations performed to pay for goods and services separately for each Card Account of the Client opened under the Agreement. If the Account is in foreign currency, the calculated sum shall be converted into the national currency according to the NBU exchange rate as of the calculation date.
- deduct charge-backs for goods and services, which were made in line with cl. 3.2.3.4. of the Rules from the last working day of the previous month to the penultimate working day of the current month, from the sum total of operations performed to pay for goods and services; the latter shall be defined as the sum of operations to pay for goods and services under all Card Accounts opened under the Agreement.

Reduced amount of the monthly fee shall not be applied when servicing the Client's Accounts on conditions that differ from the standard ones (as to the amount of monthly recurring fee) in line with the effective Tariffs, for instance, in case of being a shareholder of the Bank (including the first and the last months of the period when these conditions are effective). Rules and the procedure to calculate a reduced monthly fee shall be outlined by the Tariffs of the Bank.

6.1.10. Recurring fee shall not be charged if:

- the Client's Card Account is seized (provided that the Bank has an appropriate document confirming seizure) or if the Client discharges payment requests of governmental bodies in cases envisaged by the Law. Accrual of recurring fee shall be renewed once the corresponding decision or term of arrest expires. If a certain amount is seized and the account balance exceeds this amount, the Client shall have a right to effect payments within the amount available, with recurring fee charged as well if:
- the Client delays payment of recurring and/or one-time fee for more than 30 (thirty) days in a row. Provided that the Bank shall have the right to suspend services under the Agreement. After the Client has fully repaid the above outstanding, the Bank shall renew the rendering of services under the Agreement and the accrual of monthly/annual recurring fee.

The annual recurring fee shall not be accrued and the Bank shall have the right to suspend the rendering of services under the Agreement if:

- there are no Card Accounts opened within the same Agreement within three calendar months in a row, debits initiated by the Client, and credits (the credits of funds in this case does not include the credit of interests on the balance of the Card Account and the credit of interests on the Deposit). Thus during current year Tariff Plan is opened or there is transfer to relevant Tariff Plan with annual fee, such fee shall be accrued notwithstanding the above absence of debit and credit transactions;
- no response on Account registration in the State tax service in accordance with effective Ukrainian legislation (for individuals-entrepreneurs and individuals who conduct independent professional activity);
- the doubtful/bad debts are available and reimbursed by the Bank due to an insurance reserve or under which the sales of right of claim was conducted.

The Bank shall renew the rendering of services under the Agreement and accruals the annual recurring fee subject to elimination of the reasons that has led to such suspension, that is: in the presence of the a.m. debits or credits under any Card Account opened within the framework of single Agreement; when receiving a response about registering the Account in the State tax service of Ukraine; when reimbursing by the Client of his/her outstanding, which was written off by the Bank at the expense of the insurance reserve. At the same time, suspension of the annual recurring fee accrual starts from the calendar month in which the reason for suspension was eliminated, except the case when the Client repays his/her outstanding, which was written off by the Bank at the expense of the insurance reserve – in this case the renewal of the annual recurring fee accrual shall start from the calendar month next to the month after the Client had reimbursed the debt.

## **7. Direct Debit**

7.1. To timely discharge his obligations and pay for the Bank's services the Client shall entrust the Bank to directly debit (in its favor) money from the Client's Accounts within the terms set by the present Agreement or by any other agreements concluded by the Bank and the Client. The debit shall be in the currency and in amount of the Client's current debt under his obligations and/or services provided by the Bank and/or services provided under the Agreement and/or other agreements concluded by the Bank and the Client (including the overdue credit debts). The Client shall entrust the Bank to directly debit (in its favor) the amount of overdue Bank fee debt from all Client's Accounts opened in the Bank, starting with the date of overdue unless otherwise provided by the Agreement. In terms of repaying the overdue debt under the used overdraft limit, including the overdraft fee and other payments connected with the overdraft limit usage under the Product "Credit Card with a Grace Period", Credit Limit, including Product "credit "pay by instalments" the Client shall entrust the Bank to directly debit (in its favor) only from the Salary Card Account or from other card Account indicated by the Client in the corresponding Agreement-Questionnaire as account for direct debit of mandatory minimum payment amount, starting with the date when these payments shall have been made.

7.2. If the Credit Agreement does not state otherwise, direct debit of the credit debt shall be performed in line with the following procedure:

7.2.1. Credit repayment via direct debit shall be performed only if there is available balance on the Client's Account. It shall not be possible to repay overdue loan debts with the help of Credit Limit, the overdue overdraft limit. If there are not enough funds on the Account to repay installment under the loan agreement in full that is subject to payment, the Bank shall perform partial repayment under the credit in the amount of all funds on the Account. If there are no funds on the Account on the repayment day set by the credit agreement, the Bank shall deduct funds to repay the debt on the day following the one when funds are credited to the Account. Depending on the amount credited to the Account, accrued payment under the loan shall be repaid either partially or in full.

7.2.2. All debt repayments under the credit agreement performed independently by the Client within a day (once repayment with the help of "Direct Debit" is performed) shall be regarded as advance debt repayment under the credit agreement provided there are no other charged debts to be repaid under the credit agreement.

7.3. The money shall be directly debited from the Client's Accounts following the procedure envisaged by the Agreement to repay an appropriate debt and/or perform the Client's assignments.

7.4. The Bank and the Client have agreed that if the balance on the Client's Account is not enough to process his settlement and/or cash documents and to pay the Bank's fee for processing such documents as well as to repay the Client's current debt for the services provided by the Bank under the present Agreement the Client shall confer a right on the Bank to directly debit the amount of such debt (as the first priority), while the received cash and settlement documents shall be returned to the Client unprocessed following the procedure set by the Agreement.

7.5. If the date of direct debit falls on a weekend, a holiday, or a day off, the first working day after such weekend, a holiday, or a day off shall be considered a date of direct debit.

7.6. The Bank shall directly debit money from the Client's Accounts and their remittance in favor of the Bank with a view to requirements of the Law regulating transfer in national/foreign currency.

7.7. The Client shall be responsible for accuracy of data about recipient, nature of transfer performed by direct debit. If the mentioned data are inaccurate the Client shall reimburse all resulting damages to the Bank.

7.8. To repay the current debt to the Bank, which arises while discharging the corresponding agreement, if the conditions of the Agreement do not state otherwise, as well as in instance envisaged by clauses 7.9., 7.10. and 7.11., the Client shall entrust the Bank:

a) to debit money from any of the Client's Accounts in the following amount and currency, namely:

- in amount and currency of the Client's actual debt, or
- amount in other currency which equals to amount in currency of the Client's actual debt and expenditures of the Bank (fees, duties, etc., if payment of such fees, duties, etc. is envisaged by the law of Ukraine as of the moment the transaction is performed) to purchase/sell/exchange (convert) currency in FEMU and/or exchange it in IEM at the current exchange rate effective in FEMU and/or IEM of the authorized Bank and as of the date when the Bank purchases/sells/exchanges currency;

b) if the currency debited from any of the Client's Accounts opened with the Bank does not fall with the currency of the Client's actual debt under the corresponding Agreement, to repay such debt the Client shall entrust the Bank (on the Client's behalf and at his expense) to purchase/sell/exchange foreign currency in FEMU and/or exchange it in IEM in amount required to repay the Client's debt (including payment of fees, duties, etc., if payment of such fees, duties, etc. is envisaged by the law of Ukraine as of the moment the transaction is performed. This shall be done at the current exchange rate of the authorized bank. All purchased/sold/exchanged currency or money received from currency sale shall be credited to the Client's Account in the corresponding currency.

7.9. The Client shall entrust the Bank (if envisaged by the Application Agreement) to directly debit – on the day of Agreement conclusion (the first payment) and on the first working day of each month (further payments), while the Agreement is effective – money in amount equal to insurance payment set for the corresponding Tariff Plan used by the Client and indicated informatively in the Tariffs. Money shall be directly debited from the Card Account to the Transit Account to be further forwarded to the Current Account of the Client's contractor with the following details: Recipient: CJSC "Cardiff" Insurance Company", current account No. UA103510050000026503013656301 with JSC "UKRSIBBANK", EDRPOU code 34538696. If there are several accounts opened under the Agreement, the Bank shall have the right to debit the amount of the insurance payment from any account opened under such Agreement. The Parties have agreed that to guarantee an insurance payment the Bank shall have a right to reduce the amount of expenses limit by the amount of such payment. If the Client doesn't have enough money on his Card Account on the day of making the abovementioned direct debit, the Bank shall initiate debiting funds during the current calendar month in the amount equal to the amount of the corresponding monthly insurance payment for the next month from the Client's Account to the transit account of the Bank for further transfer to the current account of PJSC Cardiff Insurance Company and terminate the execution of the contractual debit authorization upon closing the Account .

**7.10.** If the Client's Tariff Plan provides for medical insurance of the Cardholder abroad, the Client shall entrust the Bank to make an insurance payment under the international agreement for voluntary insurance of medical and other expenditures in favor of JSC "IC "ARX"". To do so, the Client shall entrust the Bank to directly debit amount of insurance payment – set for the corresponding Tariff Plan of the Client and indicated informatively in the Tariffs – from the Account of the Client to the account of JSC "IC "ARX"" through appropriate transit account of the Bank. Such direct debit shall be performed:

- for Tariff Plans envisaging an annual insurance payment – on the day of concluding/renewing international agreement on voluntary insurance of medical and other costs;
- for Tariff Plans envisaging monthly insurance payments on the day of concluding/renewing international agreement on voluntary insurance of medical and other costs (the first payment) and on the first working day of each month of Agreement validity (further payments). In case of lack of funds on the Account on the day of the abovementioned direct debit, the Bank shall initiate transfer of relevant monthly insurance payment on every working day until such direct debit can be made.

If there are several accounts opened under the Agreement, the Bank shall have the right to debit the amount of the insurance payment from any account opened under such Agreement. The aforementioned insurance payment shall not be directly debited if the medical insurance agreement is terminated after full debt repayment under the agreement.

The Parties agreed that to ensure insurance payment, the Bank shall have the right to reduce the amount of expense limit by the amount of such payment.

Within one Agreement, one medical insurance policy shall be granted per each Cardholder of payment card in case of travelling abroad notwithstanding the number of cards issued to him/her.

7.11. If the Client's Tariff Plan provides for medical insurance of the Cardholder on the territory of Ukraine, the Client shall entrust the Bank to make an insurance payment under the agreement for voluntary medical insurance and voluntary insurance of health in event of illness in favor of JSC "IC "ARX"" (hereinafter referred to as "medical insurance agreement"). To do so, the Client shall entrust the Bank to directly debit amount of insurance payment – set for the corresponding Tariff Plan of the Client and indicated informatively in the Tariffs – from the Account of the Client to the account JSC "IC "ARX"" through appropriate transit account of the Bank. Such direct debit shall be made:

- for Tariff Plans that envisage annual insurance payments – on the day of concluding / renewing agreement on voluntary medical insurance and voluntary insurance of health against the possibility of illness;
- for Tariff Plans that envisage monthly insurance payments – on the day of signing agreement of voluntary medical insurance and voluntary insurance of health against the possibility of illness (the first payment) and on the first working day of each month during the Agreement validity (further payments). If the Client doesn't have enough money on his Card Account on the day of making the abovementioned direct debit, the Bank shall initiate debiting funds during the current calendar month in the amount equal to the amount of the corresponding monthly insurance payment for the next month from the Client's Account to the transit account of the Bank for further transfer to the current account of JSC "IC "ARX" and terminate the execution of the contractual debit authorization upon closing the Account .

If there are several accounts opened under the Agreement, the Bank shall have the right to debit the amount of the insurance payment from any account opened under such Agreement. The Parties have agreed that in order to ensure discharge of insurance payment, the Bank has the right to reduce the amount of spending limit by the amount of such payment.

7.12. If the money was transferred to the Client's Account by mistake, the Client shall confer a right on the Bank to openly debit such amounts from the Account without additional approval/consent of the Client.

## **8. Responsibilities of the Parties**

8.1. For improper or complete non-fulfillment of obligations under the Agreement the Bank and the Client shall be responsible in line with the Law, except for the cases envisaged by the Agreement.

8.2. The Client shall be responsible for accurate details in the settlement document, including codes and numbers of accounts, amounts of VAT and budget classification codes.

8.3. The Client shall ensure that information specified in the transfer document complies with the purpose of transaction under which such transfer is performed.

8.4. The Bank shall ensure that details in settlement documents are complete and the Client's account and code numbers specified therein are correct.

8.5. The Bank shall not be held liable:

- if the Client failed to receive or untimely received written correspondence forwarded to his address specified in the Agreement if the Client had not informed the Bank about changing his place of residence following the procedure set by the Rules; and/or

- to the Client and/or to the third persons for delay of transaction performance and/or for rejection in service to the Client and/or transaction unless such is determined in Tariff rates of the Bank, or servicing is not made available due to technical unavailability, and/or service is rejected and/or transaction is not made available not at the fault of the Bank and/or in any other cases stipulated hereby. The Client guarantees it will not have any objections to the Bank if transaction is rejected or it was delayed according to the terms hereunder; and/or

- if the Bank discloses to third parties information about the Client's identity and/or purpose of his financial transactions under Accounts in cases envisaged by cl. 2.5.10. hereof and/or the Law.

8.6. In certain cases, provided the Bank gives its approval and is technically capable, some services and transactions not envisaged by the Bank's Tariffs can be provided/performed by the Bank at a special price agreed upon by the Bank and the Client. Provision of such services/performance of such transactions shall be subject to an individual agreement/supplement to the present Agreement.

8.7. For disclosure of information which became known to the Parties under the present Agreement the Bank and the Client shall be held liable in line with the Law.

8.8. The Bank shall store, protect, use and disclose information which makes a banking secrecy and became known to the Bank while servicing the Client as part of relations with the latter, following the procedure set by the Law. For unlawful use and disclosure of information which makes the banking secrecy the Bank shall be held liable pursuant to the norms of the Law.

8.9. The Client shall be responsible for safe-keeping of identification and authentication means, their carriers, as well as shall ensure that electronic documents forwarded to the Bank via the UKRSIB online system are accurate and duly prepared.

8.10. The Bank shall not be responsible for technical state of the Client's PCs and any other equipment, poor transaction of the Client's ATS (Automatic Telephone Station) and/or communication lines, quality of the Client's Internet channels and/or outage of systems, which happened through electricity shutdown and/or damaged communication lines, as well as for other failures which might arise when the Client uses unlicensed software and/or if the software features malware and/or if the Bank is out of reach through no fault of the Bank.

8.11. The Bank shall not be responsible for transactions performed under the Client's Accounts and their consequences if an opportunity to perform such transactions occurs through no fault of the Bank.

8.12. In cases set out in clause 2.5.12., the Bank shall not be responsible for refusal to provide a service to the Client, namely to process settlement and/or cash documents submitted by the Client in line with the Agreement, which resulted in failure to timely and/or fully pay taxes, charges (mandatory payments) to the budgets or state trust funds as prescribed by the Law.

8.13. The Client shall be responsible for financial liabilities under transactions performed with all Cards issued for the Card Account, as long as the Client operates such Cards. The Client shall settle the debt on the Card Account, including debts which arose through actions by Holders of Additional Cards.

8.14. The Client shall be fully responsible for all Card transactions performed prior to suspending all transactions under such cards and include them into the Stop-lists including IPS stop-lists, as prescribed by the present Agreement. Moreover, the Client shall be responsible for all further transactions, which require authorization, if the Card was not placed into the Stop-list.

8.15. The Holder shall not be responsible for Card authorization, which was performed 2 (two) hours after the Bank had received the Holder's message (via Call center) about the Card loss or abuse.

The Bank shall not be held responsible for any transactions using the card or its details (with account for provisions of the first paragraph hereof) in case of successful verification of CVV2/CVC2-code (except transfers by means of iPAY Service for which the check of CVV2/CVC2 is not provided) and if such transaction has been proved with a one-time password in line with cl. 3.2.3.7 of the Rules,

8.16. The Bank shall not be responsible for the third party's refusal to accept the Card and/or for any restrictions to use the Card set by the third party, in particular when the third party sets limits on cash amounts available for the Holder via ATM (per one-time withdrawal, per day, per month) etc.

8.17. The Bank shall not be responsible for situations beyond its control and linked to failures of external payment systems, settlements, processing and data transmitting systems and/or for occurrence of any other conflicts beyond its control.

8.18. The Bank shall not be responsible for any kind of disclosure, distortion or non-receipt of information about Account if this occurred through sending it to a mobile phone number via standard data transfer channels.

8.19. The Client shall repay to the Bank the damages arising from the Client's violation of the Agreement.

8.20. The Bank shall not be responsible if the Client used services of carried out transaction under the Account via other banks or financial institutions that resulted in additional expenses, namely as a result of exchange difference or payment of fee to other banks / financial institutions, inc. in cases set in cl.2.3.11 of Rules.

8.21. The Bank shall not be responsible for the quality of goods and for failure to fulfill or improper fulfillment of services purchased via card and rendered by third parties.

## **9. Use of Information**

9.1. By concluding the Agreement, the Client shall give the Bank his consent and right to collect, store for an unlimited period of time, process, use, distribute and receive information (data about the Client known to the Bank and/or to the third parties in connection with conclusion and fulfillment of the present Agreement, including banking and commercial secrecy and/or the Client's personal data):

- which makes part of credit history in line with the Law (including information in state registries and other public databases) – to/from/through the office of credit histories which was established and operate in line with the Law of Ukraine in the order defined by the Law of Ukraine "On Credit History Arrangement and Circulation". Information about titles and addresses of credit history agencies obtaining information from JSC "UKRSIBBANK" shall be published in *Holos Ukrainy* newspaper as well as on the Bank's official website at <https://ukrsibbank.com/>. The Parties also agreed that the Client accepts the fact that the Bank shall provide the

required information on credit history to third parties which need this information to discharge their functions or provide services to the Bank in the amount determined unilaterally by the Bank with regard to the Law of Ukraine;

- required to receive/transfer information to/from/through the Credit register of the National bank of Ukraine;

- required to enter the Borrower's data into encumbrance registers while concluding agreements to guarantee that obligations under the Agreement are discharged;

- required to conclude and/or fulfill insurance agreements – to/from/through insurance company(ies);

- required to conclude agreements on assignment of claim and/or transfer of a debt under the present Agreement and/or to conclude other civil agreements in line with the Law – to individuals and legal entities being a party to such agreement;

- required for third parties and organizations to ensure fulfillment of their functions or providing services to the Bank, including but not limited to safekeeping of documents, archive keeping, taking measures to put in order the current debt of a Client, arrangement of specials and/or drawings and/or loyalty programs, performed, including, but not limited, in cooperation with international payment systems "MasterCard" and / or "Visa" to their payment organizations, parent companies and their affiliates, and/or to the Provider etc., in line with agreements concluded by the Bank and such entities (organizations) provided the functions and/or services envisaged by such agreements are linked to the Bank's key activity performed by the Bank based on the banking license and written permits and/or are aimed at discharging obligations under the Agreement and/or agreements guaranteeing that obligations under the Agreement are discharged;

- required in the other cases anticipated by the legislation of Ukraine and/or internal rules of the Bank and/or Legislation on Extraterritorial Jurisdiction, and/or implementation of sanctions and/or other measures in the area of financial monitoring, including the sanctions of the U.S. Office of Foreign Assets Control (OFAC), requirements of *the Foreign Account Tax Compliance Act* of the USA (FATCA), etc.

Acting as an Subscriber, in accordance with the legislation that governs the usage of national electronic remote identification system (BankID System of the NBU), the Bank determines that, also:

- processes the Client's personal data for the purpose of proper functioning of the BankID System of the NBU. For this purpose, the Bank has the right to disseminate, transfer personal data of the Client to the National Bank of Ukraine (in order to resolve disputes between the Bank and other Subscribers of the NBU BankID System and the user (Client) of the NBU BankID System to complete payments for services provided to the Client) and parties who are subscribers of the BankID System of the NBU, providing services to the Client using the BankID System of the NBU;

- provides information on the existence of the Client's bank account for the parties who are Subscribers of the NBU BankID System, who provide services to the Client using the NBU BankID System

The Client provides and confirms his consent and the right to the Bank, mobile operators, financial services market participants who have entered into an agreement with EMA on joining the joint use of EMA AFH and EMA (including users of EMA AFH), to process personal data, including personal secure mobile phone number, information on the replacement (status) and the presence of forwarding of a SIM card of such a number, carrying out the procedure for verifying the status of a SIM card, as well as providing other necessary information about the receipt by the Client of telecommunication, banking, financial and accompanying services, using, but not limited to , EMA AFH. Such processing of personal data is carried out in order to receive the Bank's services by the Client and to protect his interests from fraudulent actions by third parties.

The above mentioned information in relation to the Client may be transferred and/or circulated only with the purposes indicated herein and only to the persons duly authorized to receive relevant information in accordance with the Ukrainian law and/or Legislation on Extraterritorial Jurisdiction and/or respective agreements if any and if required, and/or implementation of sanctions and/or other measures in the area of financial monitoring.

The Client grants its consent to transfer the information on the Client pursuant to this clause via channels used by the Bank for transferring of such information and are protected.

The Bank shall have a right to update the Client on the status of his debt under the Agreement, deadlines for scheduled payments, as well as provide the Client with any other information, including confidential data and secret information about the Client and/or the Client's personal data by sending information notification to the Client's phone number and / or e-mail, last provided by the Client to the Bank, and / or via the UKRSIB online remote service system in which the Client is a registered user, and / or in any other way, taking into account legal requirements and / or conditions consistent with the Law and/or with the concluded Agreement.

By signing the Agreement, the Client shall confirm that he understands and accepts the procedure to use information specified herein. The Client shall also hereby confirm that he is properly informed of the possibility that his personal data, which became known to the Bank in the course of discharging its obligations under the

Agreement, may be entered into any personal details database of JSC “UKRSIBBANK” or to the personal data database of third parties, listed in this Agreement. At that, the Parties have agreed that the Client shall have no claims against the Bank should the latter take one of the actions specified in this clause.

9.2. The Bank shall inform the Client that the Bank is part of BNP Paribas Group (France), while the Client shall fully understand and agree that any information obtained by the Bank about the Client can be used inside the BNP Paribas Group (France).

9.3. The Bank shall be entitled to disclose information deemed as the bank secrecy only in cases outlined in the Law of Ukraine “On Banks and Banking”, or if such disclosure is required for the Bank to approach law enforcement and judicial bodies to curb or prevent any potential fraud under Accounts and/or Client’s/Holder cards.

9.4. To stop or prevent possible fraud, the Client instructs the Bank to notify members of the payment system, EMA (including mobile operators, financial market participants who have entered into an agreement with EMA to join the EMA AFH) without any restrictions about any illegal or uncoordinated actions with the Bank, including actions using the Card.

## **10. Miscellaneous**

10.1. Exchange of letter between the Parties shall be as follows: one of the Parties shall provide or send appropriate written notes to the address of the second party specified in the present Agreement as mailing address. The Bank’s address specified in the Agreement as the Bank’s mailing address shall be considered as the place where the Agreement is concluded and discharged. A postal receipt or any other postal document confirming dispatch, delivery or receipt shall confirm the dispatch of the note.

10.2. The Parties shall undertake not to conclude any other agreements and not to perform any actions which are in a conflict with terms and conditions of the Agreement.

If an unsanctioned debt on the corresponding Account is in place, the Client shall settle such debt by the 25<sup>th</sup> (twenty fifth) day of a month following the month when such debt emerged or within some other term that can be communicated to the Client with a respective message of the Bank.

10.3. The Application Agreement shall feature samples of the Client’s requests to open a Card and a Savings Account, as well as samples of requests to issue payment card of a class matching the Tariff Plan.

10.4. Change of the Tariff Plan upon the Client’s initiative:

10.4.1. The possibility to change the Tariff Plan shall be specified in respective Tariffs. The Tariff Plan shall be changed:

10.4.1.1. based on an application of the Client submitted to the Bank’s branch – any change envisaged by the Tariffs (transition from other Tariff Plans to any Tariff Plan of package offer “All Inclusive” (“Start”, “All Inclusive”, “All Inclusive Ultra”, “All Inclusive Deluxe”), which is intended for individuals not within the framework of salary projects; upgrade/downgrade of package offer or transition to a relevant Tariff Plan without changing the level of package offer, but with other frequency of paying commission fees for Accounts servicing (monthly/yearly);

10.4.1.2. based on the Client’s application submitted via Call center – only upgrade of package offer opened within the framework of salary project, provided that upon such upgrade insurance services, that may be envisaged by the Tariff Plan which is to be changed, are not activated and that such services will not be activated via Call center within the newly chosen Tariff Plan that may envisage insurance services (to activate such services the Client shall address to the Bank’s relevant branch).

10.4.2. When the Client changes the Tariff Plan, the Bank shall automatically issue a new principal card to every Card Account under the Agreement, which corresponds to the class of the principal card of the new Tariff Plan (the password word of the new card shall correspond to the password-word of the main card issued under the corresponding card Account). Exceptions shall be made in instances when the principal card under the Card Account of the effective Tariff Plan corresponds with the type of the principal card under the Card Account of a new Tariff Plan. In such case, a principal card shall not be automatically reissued. At the same time:

10.4.2.1. The Client shall have a right to separately order additional cards to the new Tariff Plan (they shall not be automatically issued);

10.4.2.2. Cards emitted to the effective Tariff Plan shall not be blocked:

- If the Client initiates transition from other Tariff Plans to any Tariff Plan of the Package offer which are envisaged for servicing individuals not within the scope of salary projects; or
- If the change is between the Tariff Plans of the Package offer and such change does not envisage increase in the level of the Package offer; or
- If an Additional card issued under the effective Tariff Plan corresponds to the type of the card (principal or additional one) of the new Tariff Plan; such additional card shall not be blocked;

10.4.2.3. Cards emitted under the effective Tariff Plan shall be blocked (in line with paragraph 4 of clause 10.4.2.2 of the Rules) if the change occurs between the Tariff Plans of the package offer; and such change shall imply the decrease in the level of the package offer.



10.4.3. A one-time fee shall be charged for changing the level of the package offer (in line with clause 10.4 of the Rules) in accordance with the Tariffs. After the upgrade/downgrade of the package proposal, the Client shall pay the monthly handling fee starting from the month in which the above upgrade/downgrade took place.

10.5. Change of a Tariff Plan within the scope of a salary project upon the Company's.

10.5.1. By concluding the Agreement, the Client shall agree to change the Tariff Plan upon the Company's initiative on the following conditions:

10.5.1.1. Change of the Tariff Plan upon the Company's initiative shall not require additional application of the Client;

10.5.1.2. If the package offer level is upgraded, every Card Account under the Agreement shall have a new automatically issued principal card, which corresponds to the class of new Tariff Plan card; effective cards shall not be blocked. The password word of the new card shall correspond to the password-word of the main card issued under the corresponding card Account;

10.5.1.3. If the package offer level is lowered, effective cards shall not be blocked; the Bank shall have a right to issue new cards under the Card Account/s. Besides, the Company shall have a right to lower the level of only those package offers under which the Company pays annual fees.

10.5.2. Additionally, the Company shall have a right to start paying, upon its initiative, annual fees for servicing the package offers under which monthly fees are paid by the Client. At the same time, new cards under the Card Account/s shall not be automatically issued and effective cards shall not be blocked.

10.5.3. The Company shall inform the Client about the change of a Tariff Plan not later than in 30 (thirty) calendar days prior to submitting the corresponding application to the Bank.

10.6. Tariff Plan "Student Electronic ID Card" cannot be changed at the Client's or Company's initiative.

10.7. By concluding the present Agreement, the Client shall provide the Bank with his consent/right to:

10.7.1. delegate rights and obligations of the Bank under the Agreement to a third party without additional consent of the Client;

10.7.2. withdraw products (bought by the Client using a loan provided by the Bank) without additional consent of the Client and appropriate court decision, if the Bank demands the Client to discharge his obligations under the Agreement as part of out-of-court or pre-trial procedure;

10.7.3. approach third parties, who are in family, personal, business, professional and other relations with the Client, for information about the Client's financial standing.

10.8. Disputes between the Parties arising under the Agreement or relating thereto (including its interpretation, non-fulfillment or violation, amendment, termination, or invalidity) shall be considered by the Arbitration Court specified in the Application Agreement (hereafter referred to as the Arbitration Court)/ When considering and settling the disputes the Arbitration Court Regulations (hereinafter referred to as the Regulations) will be applied. The Regulations, other information about the Arbitration Court are available on the website of the Arbitration Court at <https://uccr.org.ua/arbitration/the-permanent-court>. The dispute shall be settled by one arbitrator appointed by the Head of the Arbitration Court at the moment arbitration proceedings are started.

Should the Party file a suit with the general instance court to settle the dispute, rights and obligations of the Parties concerning this arbitration remark as to the subject of such dispute shall be terminated and all future disputes of the Parties relating to such subject (including a dispute under which the suit has been filed) shall be considered by general instance courts following the procedure stipulated by the Law of Ukraine, but this arbitration remark shall remain valid for disputes of the Parties relating to any other subject. In case of turning to the Arbitration Court to settle the dispute, termination of its consideration and transfer to the general instance court shall be possible only upon mutual consent of both Parties.

In case of a concession of the rights under the Agreement, the arbitration clause keeps in effect for persons in favour of whom it is committed.

Dispute settlement procedure specified herein shall be applied only if the Application Agreement (or Application on setting of overdraft limit or any other documents(-s) which is(are) equal to agreement) contains a respective arbitration mark, should there be no such mark, disputes shall be settled in general instance courts.

10.9. The Bank shall inform the Client that the Bank is a participant of Individuals Deposits Guarantee Fund (the "Fund"). The terms of the guarantee of the Individuals Deposits Guarantee Fund (the - Fund) to reimburse deposit funds set forth in the Law of Ukraine "On the System of Individual Deposit Guarantee", namely that the Fund guarantees that each individual will have their funds placed in the Client's account/accounts reimbursed including interest accrued thereunder, but not more than the maximum limit of deposit reimbursement (notwithstanding the number of deposits with one bank) set in the Law of Ukraine "On the System of Individual Deposit Guarantee" and can be increased by the decision of the administrative board of the Fund.

10.10. By his signature in the Agreement, the Client certifies that before this Agreement is concluded, he has learned the contents of the Certificate on the system of guaranteeing deposits of individuals, certified by his signature in the Agreement, in accordance to the requirements of Article 26 of the Law of Ukraine "On the

system of guaranteeing deposits of individuals" and information, posted on the official website of the Individuals Deposit Guarantee Fund on the Internet. The Client also confirms that the requirements of the Ukrainian legislation and cases in which the Deposit Guarantee Fund does not reimburse the depositors' funds is completely clear to them.

10.11. The Parties agree as to the limitation of action of 5 (five) years.

10.12. The Bank informs the Client that according to the policies of the BNP Paribas Group, the Bank is prohibited from participating in or otherwise engaging in activities (regardless of the type and / or currency in which it is carried out) on behalf or in the interests of an individual, company, territory or organization, which is subject to sanctions imposed by the European Union, the United States, France or other sanctions regimes, in particular to carry out activities directly or indirectly related to the following countries / territories: Cuba, Iran, North Korea, Syria and the free economic zone 'Crimea'.

## **11. Conclusion, Changes / Amendments to and Termination of the Agreement**

11.1. The Rules shall be available to public, developed for an indefinite term and shall come into force once published in *Holos Ukrainy* newspaper or any other official print media, and at <https://ukrsibbank.com/>, or on information boards in the outlets of the Bank.

11.2. The Bank shall have a right to cancel or modify the Rules, which shall be made public, by posting amendments to the Rules and/or newly-edited Rules in *Holos Ukrainy* newspaper or any other official print media, or at [www.ukrsibbank.com](http://www.ukrsibbank.com), or on information boards in the branches of the Bank, and/or in Account statements. Notices about changes to the Rules or about the publication of newly-edited Rules shall contain the date of publishing changes to the Rules and the date when changes to the Rules come into force.

Changes to the rules shall come into force:

a) Since the date when changes to the Rules come into force, which shall be specified in the notice if such changes do not worsen Client's servicing conditions (i.e. changes to the Rules shall not cause the Client extra expenses, nor grow the Client's liability, nor aim at protecting their rights and interests, enhancing safety of operation execution or information transfer under the Agreement) and/or if changes to the Rules anticipate an offer of a new service and the Client wishes to have such service, and/or if such changes derive from the requirements of the Law of Ukraine;

b) Since the date when changes to the Rules come into force, but not sooner than 30 (thirty) calendar days of the publication date of changes to the Rules, which is specified in the notice; this rule shall apply in all other instances.

By concluding the present Agreement, the Client shall agree to the procedure for modifications / amendments to the terms and conditions hereof and/or the Agreement, as prescribed in this clause, as well as confirm that the modifications / amendments made hereto in line with this clause do not require the Parties to conclude a separate supplementary agreement and shall be deemed an integral part of the Agreement once in force.

If they disagree with amendments made hereto, the Client shall duly inform the Bank in writing thereof in order to settle termination of the Agreement. That the Client performs transactions under the Agreement after the modified / amended Rules come into force shall be deemed the Client's consent to the modifications / amendments hereto.

The Rules if once cancelled shall further regulate relations between the Bank and the Clients bound parties to the Agreement and shall remain valid and binding on each party in the latest wording applicable as of the moment such Rules were cancelled and until all obligations under the Agreement between the Bank and the Client are fulfilled.

According to Article 512 of the Civil Code of Ukraine, the Bank shall be empowered to transfer its rights under the Agreement to another person. Should the Bank transfer its rights under the Agreement to another person, the further legal relations between the parties shall envelope into the application of the Rules stated as of the transfer date of the Bank's rights under the Agreement.

11.3. The Agreement shall be concluded by and between the Parties for an indefinite term and shall come into force:

- To the part concerning cash and settlement services – since the Agreement is concluded, i.e. once Accounts are opened;
- To the part concerning opening of the Deposit Account and Deposit servicing – once the Bank accepts the Deposit Account Application as prescribed by the Rules. If the Client fails to credit funds to the Deposit Account on the depositing date specified in the Deposit Account Application, the Agreement shall be regarded uncompleted to this end and the Deposit Account shall be closed;
- To the part concerning the UKRSIB online system services, i.e. to the part concerning electronic documents and a relevant service – once connected to the UKRSIB online system as prescribed by the Agreement.

11.4. The Application Agreement shall be executed either in Ukrainian or in Ukrainian and English in two original counterparts, one for each Party.

11.5. All annexes to the Agreement shall make an integral part of the Agreement.

11.6. The Accounts shall be closed based on the Client's request and/or on disagreement of the Client to the changes made to the Agreement pursuant to the envisaged clause herein.

Based on the Client's request to close the Account(s), the Account balance if any with the Client at the Account closing date shall be transferred to another current/card account or shall be cashed to the Client at the cash desk of the Bank. The Client shall entrust the Bank to transfer the balance on the mentioned account to another current/card account or return the balance in cash at the Bank's cash desk, following the Client's request to close the Account. Such request shall feature the following:

- Date of the request;
- Full name and ID tax number of the Client if any;
- Number of the Client's account to be closed;
- How the Client prefers to receive the Account balance:
  - in cash at the cash desk of the Bank; or
  - by transferring the balance to another current/card account, with details for such transfer to be provided;
- Signature of the Client;
- Other data if required by the Bank and/or the law.

The Parties hereby agree that if the Client initiates closure of any Account it shall be deemed as closure of all relevant Accounts opened under one Agreement and / or one package offer, unless otherwise established by the Agreement.

Should the Agreement be terminated as described herein, the Client shall be obliged to repay the debt outstanding to the Bank under the Agreement, and the debt if any outstanding under insurance payments as anticipated in Clause 7.10 hereof, for such are due and payable by expiry of a relevant insurance policy, on the termination application date or the date of Account closure at the latest, or on the date on which the Bank receives a notification from the Client with regard to a disagreement to the changes made to the Agreement.

The debt under insurance payments anticipated in Clause 7.10 hereof shall be repaid by the Client by pledging on the card Account a relevant amount to be directly debited by the Bank and transferred to a relevant transit account.

On the day the Client submits a request to close the Accounts and/or terminate the Agreement, or on the day the Bank receives a relevant notification by the Client of the dis-consent to the changes made to the Rules, the Bank shall act as follows:

11.6.1. The Bank shall accrue recurrent monthly fees save for the fees payable for Online-inform / Online-inform+, overdraft interest for a current period and the fees payable for automated overdraft limit;

11.6.2. The Bank shall invalidate the card if any and disconnect Online-inform / Online-inform+ associated with such cards. The cards existing with the Client under the Agreement shall be seen whether or not active for the previous 45 (forty-five) calendar days. Should no active card be found, the Bank shall make settlements with the Client and close such Accounts. Where such active Card is found, the Account shall be closed in 44 (forty-four) calendar days, and:

- No recurrent fees, overdraft fees and interest on the Account balance shall be charged / accrued;
- Expense and profit transactions can be conducted under the Account provided no card is used, including payment of Bank fees for such transactions;
- The Client shall undertake to repay a debt that may arise outstanding to the Bank under the Agreement.

11.7. Where the Accounts get closed, the Bank shall make respective settlements with the Client. Based on the settlement documents of the Client and provided no debt is found outstanding under the Agreement, the balance in the accumulative Account shall be transferred by the Bank to the card Account to be further aggregately transferred to the account indicated by the Client as anticipated in Clause 11.6 hereof or to a transit Bank's account to be paid to the Client in cash with observance of the effective law. The funds shall be transferred, in particular:

- On a day on which cards existing under the Agreement with the Client are seen whether or not active, provided no such card is found;
- On the 45<sup>th</sup> (forty-fifth) calendar day after active cards have been seen whether or not active or the next business day if the 45<sup>th</sup> (forty-fifth) calendar day falls on a day which is a holiday or day-off, if any such card is found.

On the next business day following the transfer of funds in line with the mentioned herein, the Bank shall close all the Accounts opened for the Client under the Agreement, and the Agreement shall be deemed terminated provided the Client fully repays the debt to the Bank and no balance remains with the Account.

11.8. The Agreement may be terminated at the initiative of the Bank, in particular:

- No movement is observed with the funds and/or no balance remains in the Client's Account(s) within the recent 6 (six) months, and/or
- In a case prescribed by the Ukrainian law and/or anticipated by the Agreement, or should the Client breach the Agreement, and/or
- Should the Client carry out risky activities, including but not limited to cooperation and/or being connected in other way with persons, cooperation and/or any connection with whom leads or may lead to breach of legislation of Ukraine and/or Legislation on Extraterritorial Jurisdiction and international sanctions, including those connected to anti-money laundering and terrorism and mass destruction weapon financing, and/or
- Should there be or may appear any event, result or circumstances in respect to the Client or transactions performed by the Client which at the discretion of the Bank leads or may lead to adverse effect to the Bank and/or BNP Paribas Group including but not limited to leads or may lead to material losses and/or may have adverse effect to the reputation of the Bank and/or BNP Paribas and/or leads or may lead to any other adverse effect to the Bank and/or BNP Paribas Group, and/or in case the Bank has no commercial interest for further cooperation with the Client, and/or
- Should any event be existing, threatening or pending or result or circumstance in relation to the Client or Client's transactions, which, in the Bank's opinion, produces or may produce an adverse effect on the reputation of the Bank and/or the BNP Paribas Group, and/or leads or may lead to any other adverse aftermath for the Bank and/or the BNP Paribas Group, and/or commercial interest is no longer found with the Bank for future cooperation with the Client, and/or
- No technical capacity is found to further service the Client.

The obligations binding the Parties to the Agreement shall be fully deemed terminated unless otherwise stipulated in the Agreement to derive, and the Account(s) shall be closed by the Bank on a date specified by the Bank in a notice sent to the Client but no earlier than 30 (thirty) calendar days of the dispatch of such written notice. Should the debt outstanding to the Bank remain un-repaid, the Bank shall be entitled to require the payment of the funds owed to the Bank as foreseen and indicated in the notice, and the Client shall repay the debt to the Bank in line with the procedure and conditions specified in such notice. Unless and until the debt is fully repaid to the Bank, no obligation shall be discharged.

Relevant reference by the Bank to this clause 11.8 hereof in a respective notice shall be considered a grounded reason to terminate the Agreement, leaving out any additional comments as to circumstances for termination.

The Parties hereby agree that the above notice may be executed either in hard or soft copy and shall be sent by mail and/or courier, and/or remote servicing channels, and/or any other way.

The Parties hereby agree that a notice in hard copy may be signed with facsimile by an authorized person of the Bank where executed in a sample as below:

Deputy Chairman of the  
Management Board at JSC  
"UKRSIBBANK"



A. Kashperuk

The Parties hereby consent that should the Bank exercise a right mentioned herein, all the funds on the Account(s) balance shall be transferred to a relevant intra-bank account and may be paid to the Client upon first demand, accounting for the requirements of the effective law of Ukraine.

11.9. In the event of termination Agreement at the initiative of either any of the Parties or by mutual consent of the Parties, the obligations of the Parties under the Agreement are terminated unless the Agreement explicitly states that a separate obligation/-s shall remain/-s in effect until the Parties fully fulfill it/them, including the obligations of the Bank on remote servicing of the Client's Products and on support of technological and other information exchange between the Parties and the provision of any services of the Bank to the Client through the UKRSIB online system. That is, remote bank servicing of the Client (Products and services of Bank) in system UKRSIB online, ceases to exist in full from the date of termination of the Agreement.

At the same time, the Client may still be able to access and use the UKRSIB online application as a software that allows the Client to perform exclusively review of archival data, the history of transactions and/or the history of information exchange with the Bank that was carried out by the Parties prior to the termination of the

Agreement, and the possibility of receiving of e-commerce communications that are not the Products and/or services of the Bank within the meaning of this Agreement.

At the same time, the Bank is not responsible for maintaining the operability and availability of access, and the possibility of using the UKRSIB online application for the purposes specified in this clause of the Rules.

11.10. If the Accounts are closed based on the Client's request, specifying that the Client wishes to be further serviced with Star24/UKRSIB online, or if Accounts are closed at the initiative of the Bank, and the written notice is silent as to cessation of services via Star24/UKRSIB online to be provided to the Client, the Agreement shall remain valid and effective to the part governing servicing of the Client via Star24/UKRSIB online.

11.11. The Parties have agreed to apply the Law of Ukraine only to regulate their relations under the Agreement as well as to resolve disputes between the Parties. All disputes arising within the effective term of the Agreement shall be resolved by the Parties by negotiation. Should no compromise be reached by negotiation and/or in any other circumstances, all disputes under the Agreement shall be resolved by the local courts of Ukraine at the registered address of the Bank in compliance with the effective Law.

11.12. The Bank hereby warrants and represents that it enjoys a status of corporate profit tax payer on the general basis as envisaged by the Law.

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

**Olena Polianchuk**