



This document is translation into English of RULES (CONTRACT TERMS) TO PROVIDE SALARY AND OTHER PAYMENT SERVICES TO EMPLOYEES OF THE CLIENT IN THE NON-CASH FORM AT JSC “UKRSIBBANK” (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 These Rules in English shall not to be published in the official print media and shall be provided to the Client for information on his request.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)
TO PROVIDE SALARY AND OTHER PAYMENT SERVICES TO EMPLOYEES OF THE CLIENT
IN THE NON-CASH FORM AT JSC “UKRSIBBANK”
(with amendments)**

SCOPE OF APPLICATION

The present “Rules (Contract Terms) to Provide Salary and Other Payment Services to Employees of the Client in the Non-Cash Form at JSC “UKRSIBBANK” constitute an offer to conclude the “Agreement to Provide Salary and Other Payment Services to Employees of the Client in the Non-Cash Form (with the Rules)” and shall be applied if the Client and JSC “UKRSIBBANK” conclude such Agreement. The Rules are published in the “Uriadovyi Kurier” newspaper No. 59 dated 01.04.2011 with the following amendments. The Rules shall not be applied to regulate relations under any other agreements concluded by JSC “UKRSIBBANK”, including any other agreements on providing salary and other payment services to employees of the client apart from that mentioned above. The Rules shall constitute an integral part thereof.

TERMS USED IN THE RULES

“**the Bank**” – JSC “UKRSIBBANK”;

«**Schedule**» shall mean the Client’s instruction to pay (to distribute) the Employees the money transferred by the Client under the terms of the Agreement, including the Payroll and Other Payments Distribution Schedule, provided by the Client together with a settlement document that contains payment details required to transfer money for salary and other payments.

“**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.

“**Rules amendment effective date**” – means the day indicated in the Rules amendment notice starting from which the Rules will become effective in cases envisaged in sub clause a) clause 5.2 of the Rules;

“**Rules amendment publication date**” – means the date of publication in “Holos Ukrainy” or any other official printed newspaper or on the <https://ukrsibbank.com> website, or on the information boards at the Bank’s branches, or in the Account statements. The exact Date of publication of amendments to the Rules is indicated in the Rules amendment notice;

“**the Holder**” – an individual who lawfully uses a Payment Card (primary and/or additional);

“**the Agreement**” – an Agreement on Salary Card Project (SCP) with the present Rules concluded by the Bank and the Client with all annexes which shall constitute an integral part thereof;

“**Agreement on Salary Card Project (SCP)**” – the Agreement on opening accounts for the benefit of the Client's Employees and servicing the payment of salaries and other payments in cashless form (with the Rules) (with the Rules) without annexes;

“**RSS Agreement**” – the Agreement on the “StarAccess” bank account service or other agreement on RSS servicing of the Client or the Agreement to provide cashless salary and other payment services to employees of the Client via StarAccess system or Agreement to provide cashless salary and other payment services to employees of the Client via remote systems servicing (for clients without account in JSC “UKRSIBBANK”) concluded by the Bank and the Client;

“**the Legislation**” – current legislation of Ukraine, including regulatory acts issued by the National Bank of Ukraine as well as by executive bodies of Ukraine;

“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.

“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;

“the NBU” – the National Bank of Ukraine;

“Card Account” – current (card) account opened by the Bank for the Client’s employee within the Tariff Plan to be serviced under separate agreements concluded by the Bank and the Client;

“the Client” – a legal entity (including educational institutions) or a sole proprietor who concluded the Agreement with the Bank;

“credit limit/financing limit” – maximum amount of the credit funds that can be provided to be used by a Client’s Employee in case the latter has no personal funds on the Card account on the basis of the corresponding agreement between the Bank and the Client’s Employee.

“Payment Card”, “the Card” (PC) – special means of payment in the form of a plastic or other card issued following the procedure envisaged by the effective legislation that is used by the Holder to perform operations within the spending limit which is set forth by the Legislation and SCP 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 possibility shall be specified in the Tariff Plan under which the Card is issued and serviced;

“the Rules” – the present Rules (Contract terms) to Provide Salary and Other Payment Services to Employees of the Client in the Non-Cash Form at JSC “UKRSIBBANK”;

“External Accounts Register” shall mean a document drawn up by the Client in due form and format and provided by the Client as described by these Rules that contains details of Employees’ accounts opened with other banks of Ukraine, as well as other information required to promptly process the Client’s Schedules and make/transfer payments under the Agreement.

“Remote Servicing System (RSS)” – software and hardware complex used by the Client and the Bank in the relevant parts as well as managerial procedures arranged by the Client and the Bank with the purpose of providing the Client with remote access to the Account in line with StarAccess Agreement and SCP Agreement or with a view to ensure information exchange between the Bank and the Client, in particular “StarAccess” System, UKRSIB business System or other system which implemented by the Bank with the purpose to provide remote servicing of the Client;

“Employees” – individuals who are engaged in employment relations with the Client and obtain payments from the latter under the Agreement. The term “Employees” in these Rules also incorporates students of educational institutions; individuals with whom the Client has concluded land lease agreements and to whom the Client, within the framework of the Agreement, pays rent under the relevant lease agreements. The employees, who wish to receive payments from the Client at the Bank under the Agreement, need to conclude separate agreements on opening and servicing a card account with the Bank;

“tariffs” – tariffs of the Bank which determine key terms of servicing bank accounts and get approved in compliance with internal regulations of the Bank. The Tariffs shall be posted online at <https://ukrsibbank.com> as well as on information boards at the Bank branches.

“Tariff Plan” – a list of the Bank’s current Tariffs compiled by the Bank following certain criteria. Once selected by the Client’s Employee, this list shall be used by the Bank to provide cash and settlement services for bank accounts of the Client’s Employee within the Tariffs prescribed by such list under separate agreements concluded by the Bank and Employees.

Other terms used in the present Agreement shall have the meaning as envisioned by the legislation of Ukraine.

1. Subject and Key Provisions of the Agreement

1.1. The Bank shall open Card Accounts to the Client’s Employees, who wish to receive payments from the Client at the Bank under the Agreement, and shall provide the Client with paid banking services to implement cashless salary payment and land rent using payment cards of International Payment Systems in line with the Tariffs of the Bank.

1.2. To open Card Accounts to Employees, who wish to receive payments from the Client at the Bank under the Agreement, the Client shall provide the Bank with Schedules about its Employees in line with the format set forth in Section 6 hereof, as well as with other documents required by the Legislation.

The Bank shall credit salary and other payments to both Card Accounts of the Client’s Employees opened with the Bank and card accounts of Employees opened with other Ukrainian banks, and shall provide cash and

settlement services to the Employees under separate agreements to open and service Card Accounts concluded between the Bank and Employees.

Cash credit transactions to (except those listed in Clauses 1.1 and 1.3. hereof), and cash debit transactions from, the Card Account shall only be made following Employee's identification and verification and after concluding a relevant Card Account Opening and Servicing Agreement with such Employee.

1.3. The Client shall transfer money under all payments to its Employees, including salary, premium payments, pecuniary aid, business trip expenditures, remuneration and land rent etc. and further credit such funds to the Employees' card accounts opened with the Bank/with other Ukrainian banks in the amount equal to that specified in the Schedule and using bank details indicated in the Agreement.

1.4. If the Client uses RSS to make salary payments and other payments to its Employees in the cashless form but has no current account with the Bank or doesn't use the current account opened with the Bank to process salary, and land rent and other payments to its Employees, the Bank shall refuse to process the electronic payroll and shall not execute the remote orders of the Client to transfer salary payments should there be no necessary funds on the relevant account with the Bank stipulated in the RSS Agreement or in the Salary Card Agreement as indicated in the electronic payroll after 10 (ten) business days from the day of the submission of the above documents.

If the Client uses a current account opened with the Bank to make salary and other payments to its Clients in the cashless form, the salary payment settlement and supporting documents shall be processed pursuant to the provisions of the agreement regulating opening and servicing of the above agreement.

1.5. Conditions, terms, and procedure of servicing the Employees' Card Accounts and the Cards issued by the Bank to the Employees under SCP Agreement shall be outlined separately in independent agreements concluded by the Bank and the Employees.

2. Rights and Obligations of the Parties

2.1. The Bank shall have the right to:

2.1.1. Initiate amendments to the Agreement and annexes hereto in line with the requirements of cl. 5.2. and 5.7. hereof.

2.1.2. Issue Cards, issued to Card Accounts opened with the Bank, with the new expiration date throughout the validity term of the Agreement. The Cards to Employees' Card Accounts opened with the Bank, with the new expiration date shall be issued for the Employees who are employed by the Client according to the information provided by the Client to the Bank in line with requirements of cl. 2.4.4. hereof. The Bank shall issue new Cards to the Employees as replacement for the expired Cards. At the same time, the Bank reserves the right to change the procedure for issuing Cards for a new period.

2.1.3. Change the terms of servicing the Employees' Card Accounts in case of their dismissal or the Agreement expiration.

2.1.4. Close the Employees' Card Accounts, not earlier than 180 days from the date of their opening, if the Employee has not concluded an appropriate agreement with the Bank for servicing the Card Account and in case of absence of operations on this account.

2.1.5. Refuse to open Card Accounts or close Card Accounts for those Employees who wish to receive payments from the Client at the Bank under the Agreement, but who have not been identified and / or have not entered into a relevant Card Account maintenance agreement and / or if the Client has notified the Employee's dismissal prior to the Employee's conclusion of a relevant Card Account maintenance agreement and / or on termination of legal relations under the land lease agreement concluded between the Client and the Employee until the Employee concludes the relevant agreement on servicing the Card Account and / or the existence of relations with the Employee contradicts the Legislation or/and the Legislation on Extraterritorial Jurisdiction and/or Bank's internal regulations. If there are funds on the closed Card account, they are transferred to the relevant internal bank account and can be received by the Employee at his first request, taking into account the requirements of the legislation of Ukraine.

2.2. The Bank shall:

2.2.1. Provide packages of standard forms to open Accounts to the Employees under all-round cash and settlement services provided to individuals.

2.2.2. Open Accounts to the Employees who wish to receive payments from the Client at the Bank under the Agreement within the Tariff Plans on the basis of filled out standard forms and documents provided by the Employees in line with requirements of the Bank and current legislation.

2.2.3. Issue Cards to the Employees after receiving all documents required to open Card accounts and issue Cards, as well as service the mentioned Cards. In this case, the Employees shall have the right to order other Tariff Plans than those selected by the Client, provided the Employee pays the fee for Tariff Plan servicing on his/her own in line with the Tariffs of the Bank (given that it is foreseen by the relevant Tariff Plan).

2.2.4. Credit money, transferred by the Client, to Employees' Card Accounts and to transfer money, transferred by the Client, to Employees' accounts opened with other Ukrainian banks on the next working day at the latest upon receipt of such funds on the Bank's account specified in the Agreement in the amount equal to that indicated in the Payroll. This shall be done provided that the Client complies with all requirements of the current legislation on the money transfer, timely provides Payroll and other payments schedule following the format set by the Bank in line with cl. 2.4.7. of the present Rules, and pays for the Bank's services in line with Part 3 of the Rules.

2.2.5. Process electronic Payroll if it was delivered without using RSS. On the Client's request, the Bank shall print out the electronic Payroll once it is processed together with report on wrong entries in the processed electronic Payroll, which shall outline errors as follows:

- the electronic Payroll features incorrect/invalid/closed Card Account;
- incorrect currency code of the Account.

The report on wrong entries shall be printed out in two copies (one copy for each Party), signed and sealed by the Bank's authorized representative. Upon checkup, the Bank shall accept an electronic file for processing except for wrong entries specified in the report on wrong entries.

2.2.6. Provide the Client on his/her request with the report on payments accomplishment with the breakdown for each Employee, with the Bank's endorsement on each page of such report, once the payments are credited to the Employees' Accounts opened with the Bank.

2.2.7. Endorse the copy of the Client's Payroll on the Client's request to acknowledge the receipt of such Payroll. In this case, the Client shall provide the Bank with two hardcopies of the Payroll.

2.2.8. If details of accounts for the Client to transfer payments for the Employees in line with the Agreement and/or details to pay the Bank for its services are changed, send a written notice to the Client within 7 (seven) calendar days at the latest before such changes come in force. Such notice shall be prepared following the requirements of the legislation and shall feature the new Account details and the date when the Client is to transfer money using the new details. Such changes do not require any supplementary agreements to the Agreement.

2.3. The Client shall have the right to:

2.3.1. Petition for the Cards to Card Accounts opened with the Bank to be issued to the Employees.

2.3.2. Petition for the approved credit limit to be set on Employees' Card Accounts opened with the Bank. Terms and conditions to provide Employees with the approved credit limit shall be stipulated by separate agreements concluded by the Bank and the Employees.

2.3.3. Subject to the Bank's conformation, arrange on-site network to service Payment Cards.

2.3.4. Initiate amendments to the Agreement and annexes thereto in line with requirements of cl. 5.7. hereof.

2.3.5. Petition for elaborating new Tariff Plans for the Employees whose accounts are serviced by the Bank.

2.3.6. Petition for changing Tariff level for the Employees whose accounts are serviced by the Bank, as follows:

2.3.6.1. Change of Tariff Plan is possible only within the framework of the following Tariff Plans: "Start", "All Inclusive", "All inclusive Ultra", "All Inclusive De Luxe", "Black Edition", "Le Grand". The list of Tariff Plans is drawn up in the order from lower to higher levels (in ascending order).

2.3.6.2. if the Client pays the handling fee under the Tariff Plan at his own expense, he/she shall have the right to ask that the Tariff Plan level be changed, namely: upgrade or downgrade the Tariff Plan level. At that, the subsequent handling fee under the upgraded/downgraded Tariff Plan shall be paid by the Client starting from the month of such upgrade/downgrade.

2.3.6.3. if the handling fee under the Tariff Plan is paid by the Employee:

- The Client shall have the right to ask that the Tariff Plan be upgraded. The handling fee shall be paid by the Client starting from the month in which such upgrade took place;
- The Client shall have the right to ask for a change of his/her Tariff Plan to a Tariff Plan where fees are paid by the Client, without changing the level of the Tariff Plan. In this case the Client shall pay the monthly handling fee under the Tariff Plan starting from the month of the change.

2.3.6.4. The bottom-up list of Tariff Plans is as follows: "Start", "All Inclusive", "All Inclusive Ultra", "All Inclusive Deluxe", "Black Edition", "Le Grand".

2.3.7. Educational institutions as the Bank's clients shall not have a right to ask for a change of Tariff Plan "Student Electronic ID Card":

As to Employees being serviced under Tariff Plan "Elite Salary Project", a change of Tariff Plan at Client's initiative is impossible. However, the Client has the right to request that the fees for annual servicing of Tariff Plan be paid by the Employee.

2.3.8. The information on Employees the Client solicits for changing the level of/changing the Tariff Plan shall be provided in hard copies certified with the signatures of authorized persons of the Client or provided via RSS signed with qualified electronic signature (hereinafter – the “QES”) of authorized representative of the Client in the format specified in cl. 6.8. hereof.

2.3.9. To provide the Bank employee data of the accounts opened in other banks (hereinafter referred to as the External Accounts List):

- by creating an application for connecting accounts using RSS, which is certified by the QES of the Client's authorized representatives and contains the following data on the accounts of Employees:

- identification number/registration number of the taxpayer-individual account card (or nine zeros, if, according to the legislation of Ukraine, the identification code is not assigned to the non-resident recipient);
- Full name;
- Card account number;
- Employee's contact phone number;
- № of SCP;
- series (if any) and passport number (filled in if an individual, due to his religious beliefs, refused to accept the registration number of the taxpayer's account card);
- determination of residency with the election of the country of residence, if the Employee is a non-resident;

- by submitting by e-mail soft copies of External Accounts Registers (both primary and regarding information that need to be changed, to be added, to be deleted), certified by the QES of the Client's authorized representative the means of creation of which are provided by a qualified provider of electronic trust services Accredited key certification center JSC "UKRSIBBANK", in the form and the format specified in Section 6 hereof throughout the term of the Agreement, if the provision of information using the RSS is impossible, or the Client does not use the RSS

but not later than the business day preceding the date when payments hereunder are transferred to the Employees' accounts opened with the other banks of Ukraine so that Schedules could be promptly processed and payments could be transferred to the Employees whose are accounts opened with, and serviced by other banks.

2.4. The Client shall:

2.4.1. Upon conclusion of the Agreement – to provide the Bank with information on his/her Employees, which is required in order to open accounts for Employees and to conclude separate agreements between the Bank and Employees according to the procedure as follows:

- for Employees serviced under such Tariff Plans as “Start”, “All Inclusive”, “All inclusive Ultra”, “All Inclusive De Luxe”, “Black Edition”, “Le Grand”, “Student Electronic ID Card” – in electronic form according to a template given in Section 6 herein;

- for Employees serviced under Tariff Plan “Elite Salary Project” – in the form of written application shaped as would be appropriate for the Bank;

Employees who will be serviced under Tariff Plan “Elite Salary Project” shall not be indicated in the form given in Section 6 herein.

2.4.2. If available, provide the Bank with information (in electronic form) on newly hired employees, following the procedure given in cl. 2.4.1 herein.

2.4.3. Provide the Bank with the list of discharged Employees and / or the list of Employees whose legal relations under the land lease agreements have been terminated by the Client, in a softcopy form prepared using the form outlined in Part 6 hereof on the day the order for dismissal is signed at the latest and / or the date of termination of the relevant land lease agreement.

2.4.4. Following the procedure envisaged in RSS Agreement concluded by the Parties, provide (via RSS) the Bank with information as specified by Clauses 2.4.1., 2.4.2., 2.4.3. and 2.3.9. hereof in softcopy form and in format set by the Bank in line with RSS Agreement and confirmed with QES of the Client's authorized representatives. If the data cannot be provided via RSS or if the Client does not use RSS, submit the information in line with clauses 2.3.9., 2.4.1., 2.4.2., and 2.4.3. hereof in soft and hard copies signed by the Client's authorized representatives taking into account the provisions of Clause 2.3.9. hereof. In specific cases when there are no technical possibilities to provide the information in soft copies as specified in cl. 2.4.9., 2.4.1, 2.4.2., and 2.4.3 hereof, it shall be provided in hard copies signed by the Client's authorized representatives.

2.4.5. No later than the date of transfer of funds related to further crediting to the Card Accounts of the Client's Employees, provide the Bank with original documents certified by the signatures of the Client's authorized persons, with information in accordance with clauses 2.3.9., 2.4.1., 2.4.2. and 2.4.3. Rules.

2.4.6. If required and as agreed by and between the Parties, admit the Bank's authorized representatives to its territory. In this case, the Client shall ensure proper conditions for the Bank's representatives to carry out

consultations and prepare agreements to be concluded by the Bank and the Employees.

2.4.7. Transfer within the set timeline the money under all payments to the Client's Employees, including salary, premium payments, pecuniary aid, business trip expenditures, remuneration, etc. as well as land rent and further credit such money to the Employees' Card Accounts opened with the Bank and with other Ukrainian banks, in the amount relevant to that specified in the Payroll, using details outlined in SCP Agreement.

2.4.8. Prior to the money being transferred, provide the Bank with the payroll signed by the Client's authorized representatives both in soft and hard copies (given the information is provided without using RSS). Both soft and hard copies of the Payroll provided by the Client shall be prepared in compliance with the format set by the Bank, which is outlined in Part 6 hereof. The Parties have agreed that the Client shall be responsible for identity of information on the Schedule in soft and hard copies. If the Client uses RSS, the Payroll in hard copy shall not be submitted while that in soft copy shall be submitted in line with terms and conditions of RSS.

2.4.9. To ensure that the Bank is kept up to date on details of the Employees' accounts opened with other Ukrainian banks to which payments will be transferred under the Agreement, to provide as and within time limits defined by the Rules the updated List of external accounts (application for connection of new accounts) via RSS) or External Accounts Register using e-mail tools containing updated information on the list of Employees and details of their accounts opened with other Ukrainian banks.

In addition, it is the information about Employees and their accounts specified in the latest External Accounts List provided to the Bank that shall be deemed valid.

The Bank has the right not to accept the External Accounts List for processing and to notify the Client of the need to provide the Bank within the terms and in the manner prescribed by the Rules, adjusted External Accounts List, if the Bank finds any errors in the data contained in the said register.

2.4.10. Fully and timely pay out the Bank's commissions set in line with the Agreement.

2.4.11. Inform the Employees, whose Card accounts are serviced by the Bank, about change of the level of/change of the Tariff Plan no later than 30 (thirty) calendar days prior to the date of submitting the corresponding application to the Bank pursuant to these Rules.

2.4.12. Notify Employees about receiving their personal data, including regarding the contact phone number, in order to transfer the latter to the Bank for further provision of services to such Employees and transfer to the Bank personal data of only those Employees whose consent to the transfer and processing of personal data received by the Client.

2.4.13. At the request of the Bank, provide in full reliable information necessary for the identification and study of the Client, clarification of information on identification and study of the Client, identification of its identity, nature of business and financial condition, provide documents and/or information confirming financial operations, including contracts and other documents for the export-import operation and/or other documents in accordance with the requirements of the Legislation and/or terms and conditions of the Agreement.

Providing information for the purpose of studying the Client and/or clarifying information about it may be done through the UKRSIB online system in accordance with the procedure established by the Rules.

2.5. The Parties have agreed on the following:

2.5.1. The Client shall transfer money in single payment that shall be equal to the amount specified in the Payroll. In case of discrepancy, the Bank shall inform the Client thereof and shall have the right to return money within 3 (three) working days if the Client fails to provide appropriate specifications. State-financed organizations can transfer money in several tranches, if required. In this case the total amount transferred to the Bank shall be equal to that specified in the Payroll prepared both in soft and hard copies;

2.5.2. The amount of money not credited to the Employees' Card Accounts in line with clause 2.2.5. shall be returned to the Client within 3 (three) working days, unless the Client provides appropriate specifications on discovered wrong entries;

2.5.3. Money that has not been credited to the Employees' accounts opened with other banks for statutory grounds shall be sent back to the Client by the Bank within 2 (two) operating days after the money, that had earlier been transferred by the Bank under the Agreement to be further credited to the Employees' accounts with other Ukrainian banks, are sent back to the Bank's account by a bank that services the Employees' accounts.

2.5.4. In cases referred to in Clauses 2.5.2. and 2.5.3. hereof, money shall be returned to the Client Account, from which money were transferred to the Bank.

3. Procedure to Pay Commission Fee

3.1. The Client shall pay following fees to the Bank for services rendered:

3.1.1. one-time fee for executing the Tariff Plan and cash and settlement services under scholarships and

other payments to students of the educational institution;

3.1.2. a fee for all-round cash and settlement services provided to the Employees during the year under the Tariff Plans;

3.1.3. a fee for transferring salary and other payments to Accounts of the Client's Employees with the Bank/other Ukrainian banks without using RSS or using RSS, depending on whether the Client uses RSS. Amount of fees for the Bank's services under the Agreement shall be specified in the SCP Agreement.

3.2. The Bank shall charge the fee for the transfer of salary and other payments, incl. for the transfer of land rent, to Accounts of the Client's Employees with the Bank/other Ukrainian banks only for the money actually credited to the Employees' Accounts on the day the money is transferred to be credited to the Employees' above-mentioned accounts.

3.3. The Bank shall return the excess amount transferred by the Client to pay the fee within 3 (three) working days.

3.4. The fee charged for the transfer of salary and other payments, incl. for the transfer of land rent, to Accounts of the Client's Employees with the Bank/other Ukrainian banks shall be paid on the day the money is credited to the above-mentioned Accounts of the Employees. The fee charged for the transfer of salary and other payments to Card Accounts of Employees of the Client which is a state-financed organization shall be paid within the first 7 (seven) calendar days of a month following the month of transfer.

3.5. The fee indicated in cl. 3.1.1 herein shall be charged to the Client in a month which follows the month when Tariff Plan "Student Electronic ID Card" was opened and shall be paid by the Client within 7 (seven) calendar days of the date when the Bank notifies the Client about the charge of fees. Total amount of fees depends on the number of Tariff Plans opened during specific month and shall be calculated as the number of opened Tariff Plans multiplied by the amount of fee, which is indicated in Salary Card Project Agreement.

3.6. The Client shall be charged with the fees stipulated in cl. 3.1.2 hereof on the last working day of the month, when Tariff Plan has been open to Employee, and these fees shall be paid within 7 (seven) calendar days since the day of charge.

Total amount of such fee shall depend on the number of Tariff Plans of Employees opened within this month (irrespective of the year of such opening), and shall be calculated by multiplying the number of Tariff Plans of different types opened for the Employees by the amount of a corresponding fee charged for each Tariff Plan as prescribed the SCP Agreement.

In this case the further fee for one-year full cash and settlement services provided for Employees under Tariff Plans shall be charged for each Tariff Plan of an Employee once a year on the last working day of the month when the Tariff Plan was opened for such an Employee unless there were transfers to another type of a Tariff Plan.

The Parties have agreed that in case Employees have been dismissed, and / or termination of legal relations between the Client and the Employee under land lease agreements, the Client shall not pay the fee for one-year full cash and settlement services of accounts of such Employees under Tariff Plans, in case the Client shall provide the list of the dismissed Employees and / or list of Employees with whom legal relations have been terminated in line with cl. 2.4.3. of hereof.

Subsequent payment of the fee (monthly or yearly fee for cash and settlement services for accounts, which is to be paid in line with the current Bank Tariffs within the set term for a certain period of the Bank servicing the accounts) by individuals who have terminated employment relations and / or legal relations under land lease agreements with the Client shall be performed individually under separate Agreements on opening and servicing a card account concluded with the Bank.

If the Client hires new Employees who have concluded agreements with the Bank on opening and servicing a card account under the Tariff Plan which coincides with the one chosen by the Client, and if the fee for one-year full cash and settlement services of such Employees accounts under the Tariff Plan was paid by a legal entity or a sole proprietor (hereinafter referred to as the Previous Employer) under the respective SCP agreement concluded with the Bank, the fee for the one-year full cash and settlement services of the new Employees accounts under the same Tariff Plan shall be charged to the Client's account after the one-year term of its charging to the Previous Employer expires.

3.7. If the Client has a Current Account opened with the Bank, he/she shall authorize the Bank to directly debit fees stipulated in cl. 3.1.1. – 3.1.3. hereof from the Client's Current Account indicated in the SCP Agreement in the amount and currency of such fee on the day it is charged.

3.8. If the Client has a Current Account opened with the Bank, which is connected to RSS service in line with the RSS Agreement, the Client shall authorize the Bank to directly debit fees from such Current Account for transferring salary and other payments, incl. for the transfer of land rent, to Accounts of the Client's Employees in the amount and currency of the fee on the day it is charged.

3.9. If the Client has a Current Account opened with the Bank, which is not connected to RSS service in line

with the RSS Agreement, the Client shall authorize the Bank to directly debit fees from the Client's Current Account for transferring salary and other payments, incl. for the transfer of land rent, to Accounts of the Client's Employees as prescribed by the CSP Agreement in amount and currency of the fee on the day it is credited.

3.10. If the Client has no Current Accounts opened with the Bank, it shall pay fees under the present Agreement by transferring money in line with the procedure and terms prescribed by this Part of the Rules to accounts specified in the SCP agreement.

4. Responsibility of the Parties

4.1. The Parties shall be held liable under the present Agreement in line with the effective Law of Ukraine.

4.2. The Client shall be held liable for all issues regarding taxation of all amounts to be paid to Employees in line with the effective Law of Ukraine.

4.3. The Bank shall not be responsible for any delay in crediting money to Card Accounts of Employees and any delay in crediting Client's payments under the Agreement to the Employees' accounts opened with other Ukrainian banks, provided that such delay was caused by the Client's failure to fulfill and/or untimely (partial) fulfillment of terms and conditions of the Agreement and/or provisions of the Law.

4.4. The Parties shall undertake to keep banking and commercial secrecy obtained in the course of implementing the Agreement.

4.5. If the Bank receives via RSS several identical electronic documents (including settlement documents) with the same document number and/or in soft and hard copies or documents in electronic form via RSS, it shall either process the electronic document received first or refuse to process documents in line with requirements of the Agreement and/or bank account agreement and/or RSS Agreement, unless stipulated otherwise in the appropriate guidelines and/or supplements to the agreements specified in this Clause. In such case, the Client shall be responsible for concurrent submission of settlement documents prepared both in hard and soft copies and in electronic form using RSS.

4.6. The electronic settlement document can be withdrawn in full amount only following the procedure and in cases envisaged by the effective Law and regulatory acts issued by the National Bank of Ukraine. In this case, the money already credited to Card Accounts of Employees in line with electronic settlement documents received by the Bank, shall not be reversed or paid back, unless otherwise prescribed by the Law.

5. Other terms

5.1. The Rules shall be publicly available, remain valid for an indefinite term, and shall come into force as of the date specified when Ukrainian version of the Rules is published in *Holos Ukrainy* newspaper or in any other official print media, as well as posted at <https://ukrsibbank.com> and/or on information boards in the branches of the Bank.

5.2. The present Rules can be cancelled or amended by the Bank. The Bank shall inform about such amendments by publishing them and/or the updated version of the Rules (Ukrainian version) in *Holos Ukrainy* newspaper or in any other official printed media, as well as posting on the Bank's website at <https://ukrsibbank.com> and on information boards in the branches of the Bank or in the Account statements. The Rules amendment notice or the Rules redrafting notice shall feature the Rules amendment publication date and Rules amendment effective date.

The Rules amendment shall become effective:

a) on the date the changes to the Rules have become effective as indicated in the notice, if they do not deteriorate the Client servicing terms (namely, changes to the Rules don't involve additional expenses for the Client, don't increase its liability, are aimed at protecting the Client's rights or interests, enhancing security of transactions or information exchange under the Agreement) and/or if the changes to Rules envisage new services and the Client is willing to receive the service and/or if the changes are introduced due to the requirements of the Ukrainian legislation;

б) in all other cases – on the Rules amendment effective date but no later than on the 14th (fourteenth) calendar day as of the Rules amendment publication date indicated in the notice.

By concluding the present Agreement, the Client agrees with the procedure to change terms and conditions of the Rules and/or the Agreement outlined herein, and confirms that the amendments introduced to the Rules pursuant to this clause, shall not require conclusion of a separate Supplementary Agreement and shall become an integral part of the Agreement after their coming into effect.

In case of disagreement with the amendments to the Rules, the Client shall inform the Bank thereof in writing to decide upon termination of the Agreement. By performing operations under the Agreement after amendments to the Rules came into force, the Client confirms its consent with such amendments.

If the Rules are cancelled, they shall further regulate relations between the Bank and the Clients, which have concluded the Agreement, and shall be effective for each of them in the latest edition of the Rules effective

before such cancellation. The Rules shall remain effective until the Bank and the Client fully discharge their obligations under the Agreement.

5.3. The Agreement shall be deemed prolonged for the same term and on the same conditions, provided that none of the Parties informs the other Party in writing about its termination in 60 (sixty) calendar days at the latest prior to the expiry date of the Agreement.

5.4. Services by the Bank under the Agreement may be terminated and/or the Agreement may be terminated at the initiative of the Bank in the following cases:

- where the Client breaches the Agreement and/or
- if legal relationships if any with Client contradict the legislation of Ukraine and/or Legislation on Extraterritorial Jurisdiction; and/or
- if the Client's transaction is suspected to have indicia of a transaction subjected to financial monitoring according to the Legislation or targeted by applicable restrictions (sanctions) according to the Legislation and/or the Legislation of Extraterritorial Jurisdiction; and/or
- if the Client failed to provide the Bank with required documents and/or information on the purpose of a financial transaction and/or identification of parties involved in such transaction as and when required by the Legislation and/or Bank's internal regulations; and/or
- if services sought by the Client are subjected to restrictions imposed by the Legislation, Legislation of Extraterritorial Jurisdiction and/or Bank's internal regulations; and/or
- in other cases set forth by the Agreement.

5.5. The Agreement can be terminated on the initiative of any of the Parties, provided that one of the Parties sent an appropriate notice in writing to the other Party in 60 (sixty) calendar days at the latest before the envisaged termination date of the Agreement. In this case the Agreement shall be deemed terminated as of the date specified in the appropriate written notice or as of the 61st (sixty first) calendar day after the corresponding written notice has been sent. If the Client has any non-discharged obligations as of the termination date of the Agreement, the Bank shall have the right to cease providing the services under the Agreement while the Agreement shall be deemed terminated as of the date when the Client fully discharges its obligations.

The Bank has the right to cease providing services to the Client under the Agreement and/or terminate the Agreement unilaterally in case the Client has not been transferring funds to be credited on Employees' card accounts opened with the Bank for 12 (twelve) consecutive months.

The Client has the right to apply for prolongation of Agreement once the abovementioned term has elapsed, in particular by transferring necessary funds to the Bank in order to credit them to Employees' card accounts opened with the Bank. In such case, once the Bank has credited funds to Employees' accounts with the Bank/other Ukrainian banks, the Agreement shall be deemed prolonged under conditions of concluded Agreement and for a term according to cl. 5.3 of the Rules.

Along with this, the Agreement shall be deemed terminated only after the Parties fulfill all their obligations under the Agreement.

5.6. If the Agreement is terminated in line with the procedure envisaged by clause 5.5. hereof on the Client's initiative, the latter shall inform its Employees of the necessity to reimburse their debt (if there's any on the Employees' Card accounts).

5.7. The Agreement can be amended or complemented at any time on the Parties' mutual consent. Such amendments shall be documented by the Parties concluding supplementary agreements to the Agreement, except for the cases envisaged by the Agreement.

5.8. Based on relevant rules of contract freedom, the Parties have agreed to endorse each page featuring terms and conditions of the Agreement/Supplement thereto once they are concluded. This shall be done by putting a signature of the relevant Party's authorized. In this case, the Party may only endorse pages of that copy of the Agreement/Supplement thereto, which is to be handed to the other Party as well as may not endorse a page with signatures of the Parties. All annexes to the Agreement shall be endorsed as well, unless otherwise envisaged by the Agreement. The Parties have also agreed that the Rules shall not be subject to endorsement and signing by the Parties.

5.9. The Parties shall exchange letters under the present Agreement by sending or submitting the appropriate notices (registered letters) by one Party to another to its address specified as the mailing address or any other address, which was communicated by one of the Parties to the other Party in writing when changing the address. A postal receipt or any other postal document confirming the dispatch, delivery, or receipt of the notice shall confirm the dispatch of the notice (registered letter). The Parties have agreed to deem the Bank's mailing address as the place for the Parties to discharge their obligations under the Agreement.

5.10. In line with requirements of the Law, the Bank confirms that it has a status of corporate income tax payer on general basis set by the Law of Ukraine.

5.11. All annexes to the Agreement shall make an integral part thereto.

5.12. By concluding the present Agreement, the Client shall give the Bank its consent and the right to collect, store for an unrestricted period, process, use, distribute, submit, and receive information (data on the Client obtained by the Bank and/or by the third parties in the course of concluding and performing provisions of the Agreement, including banking and commercial secrecy, and/or personal information on the Client if he is an individual):

- required to conclude and/or fulfill the agreements on reassigning the right of claim and/or debt transfer under the Agreement and/or under civil law agreements concluded in line with the legislation of Ukraine – to the respective individuals and legal entities who are Parties to such an agreement;
- required by the third parties to ensure performance of their functions or provision of services to the Bank including, but not restricted to, the services of safe custody of documents, archives keeping, dealing with the Client's current arrears, etc., in accordance with the agreements concluded between such individuals (organizations) and the Bank, given the functions or services specified in the agreements are related to the core activities of the Bank being performed based on licenses and written permissions or/and which are aimed at fulfilling conditions of the Agreement;
- Information 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.

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 is entitled to inform the Client on servicing of indebtedness under the Agreement, terms for regular payments, to provide the Client with other information, including confidential information or such which contains banking secrecy or personal data of the Client, by sending of informational notification to the phone number of the Client given by it to the Bank or in other way according to the legislation.

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.

By signing the Agreement, the Client shall confirm that he/she fully understands and agrees with the purpose to use information as outlined herein, and that he/she is duly informed that the Client's personal information obtained in the course of fulfilling the Agreement might be entered (if the Client is an individual) into any personal database of JSC "UKRSIBBANK". The Parties have agreed that the Client shall not have any claims in case the Bank performs an action specified in this clause.

The Bank shall be obliged to duly store the information regarded bank secrecy and be held liable for its storage in the way and manner so determined by the applicable law of Ukraine.

5.13. By concluding the Agreement, the Client certifies that he has received the Employees' consent to transfer and process by the Bank their personal data, including regarding the contact phone number, for further provision Bank's services to such Employees.

5.13. The Bank shall inform the Client that the Bank is a part of BNP Paribas Group (France), and the Client fully understands and agrees that any information obtained by the Bank about the Client can be used inside BNP Paribas Group (France).

6. FORMAT TO BE USED TO PROVIDE DATA ON EMPLOYEES

6.1. The Client shall provide information on its Employees in format(s) outlined in this part of the Rules.

6.2. All files comprising data specified in Clauses 6.5., 6.6., and 6.8. hereof shall be submitted to the Bank in XLS format only. In this case all fields in XLS files containing figures shall have the text format.

6.3. All files comprising data specified in Clauses 6.7. hereof shall be submitted to the Bank in either of the following formats: XLS, DBF, TXT, CSV or in the XLSX format

All files comprising data specified in Clauses 6.9. hereof shall be submitted to the Bank in either of the following formats:

- using RSS only in CSV format,
 - By means of e-mail or RSS's mail in any of the following formats: XLS, TXT, DBF and CSV.
- 6.4. The Client shall provide the Schedule in files of the abovementioned format in case of group or single crediting.

6.5.Format to be Used to Provide Information on Employees

Application for opening current accounts to individuals (Part I)

Name of the bank: JSC "UKRSIBBANK"

Name of the legal entity / surname, name, patronymic (if any) of the individual entrepreneur who opens the account (s), _____

Salary Project Number _____

Please open current accounts for individuals according to the attached list.

Purpose of opening accounts: for certain types of payments (salaries, scholarships, other payments, including for the land rent transfer)

Head (position) _____ (signature, initials, surname)

Seal¹

" ____ " _____ 20__

№	Full name of the individual			Taxpayer identification number	Date of birth (DD MM YYYY)	country of residency ****	Does the client have at least one of the FATCA indicia: - citizenship; - country of birth; - country of tax residency; - phone number; - any address in the U.S. or U.S. controlled territories?	ID info					Tariff package code (01* – Start, 02* – All Inclusive, 03* – All Inclusive Ultra, 04* – All Inclusive DeLuxe), 05** – Student Electronic ID Card, 06*** – Student Electronic ID Card), 08**** – All Inclusive, 09**** – All Inclusive Ultra, 10**** – All Inclusive De Luxe, 16* – Black Edition, 13* – Le Grand)
	Last name (Cyrillic)	Name (Cyrillic)	Patronymic (Cyrillic)					ID series (to be filled out in Cyrillic only if any)	ID number	The issuing authority (to be filled out in Cyrillic only)	Date of issue	Date of termination	
	40 characters	40 characters	40 characters	10 characters	date	2 characters	3 characters	10 characters	10 characters	40 characters	date	date	2 characters

* - fee for one-year full cash and settlement services is to be paid by the Client.

** - issue at the cost of the Client.

*** - issue at the cost of a student.

¹ The use of the seal by a legal entity is not mandatory.

**** - fee for month full cash and settlement services is to be paid by the Client.

***** - is filled in the form of alpha-2 according to Order of the State Statistics Service of Ukraine No. 32 of 08.01.2020 "On approval of the list of codes of the world's country codes for statistical purposes

6.6. Format to be Used to Submit Information on Dismissed Employees and / or on Employees with whom legal relations under land lease agreements have been terminated

No	Full name of an individual			EDRPOU code/ Registration Identification Card Number of the Individual Taxpayer	Date of dismissal (dd/mm/yyyy)	Card account number
	Last name (in Cyrillic)	First name (in Cyrillic)	Patronymic (in Cyrillic)			
	40 characters	40 characters	40 characters	10 characters	date	14 characters

6.7. Format of Electronic Payroll and/or Other Payments Distribution Schedule

Card account No.* (29 alpha-numeric characters at most)	Amount of Transaction*	Curren cy* (UAH)	ID No./ Registration Identification Card Number of the Individual Taxpayer-Beneficiary or Passport Serial No. in case an individual has no TIN for religious reasons* ¹	Purpose of Payments*

Payer's Signature _____²

* - Required fields.

¹ – If the non-resident beneficiary has no TIN in accordance with the legislation of Ukraine, then nine zeroes should be specified;

² – to be specified for Schedules in hard copy only

6.8. Format to be Used to Submit Information on the Employees the Client Solicits to change the Tariff Plan Level/ to change the Tariff Plan.

The list of employees to have their Tariff Plan (/level) changed with the fee to be paid by the Client							
No.	Full name of an individual			Information on the ID document (series and number)	Card account number	Current Tariff Plan	New Tariff Plan*
	Last name (in Cyrillic)	First name (in Cyrillic)	Patronymic (in Cyrillic)				
	40 characters	40 characters	40 characters	10 characters	14 characters	21 characters	21 characters

* - If the Client wants to pay for the Tariff Plan without changing its level, the current Tariff Plan shall be entered.

6.9. External Accounts Register Format

ID No./ Registration Identification Card Number of the Individual Taxpayer	Full Name of the Individual	Card Account No. (29 alpha- numeric characters at most)	Employee's Contact Telephone Number ⁵	SCP No.	Passport Serial No. ²	Residence Country Code of Non- Resident (in Latin characters) ³	Event ⁴

Completion Date _____(DD.MM.YYYY.)

¹ - If the non-resident beneficiary has no TIN in accordance with the legislation of Ukraine, then nine zeroes should be specified;

² – to be filled-in if an individual has no Taxpayer Registration Identification Card Number for religious reasons;

³ - to be filled-in if the Individual Beneficiary is a non-resident;

⁴ - the number '1' is to be affixed if any line should to be delete (data that has lost relevance/were erroneous) and is not filled in when submitting the first External Accounts Register or if you need to add a line regarding data that is up-to-date/corrected when submitting the following External Accounts Register, except for the first one

⁵ – is indicated in the format +380***

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

Olena POLIANCHYK