



This document is translation into English of RULES (CONTRACT TERMS) ON LEASING A SAFE DEPOSIT BOX IN A SPECIAL VAULT AT JSC «UKRSIBBANK». These Rules in English shall not be published in the official print media and shall be provided to a Customer for information on his/her request. In case of any discrepancies the Ukrainian version of the Rules shall prevail.

RULES (CONTRACT TERMS) ON LEASING A SAFE DEPOSIT BOX IN THE DEDICATED SAFETY VAULT AT JSC «UKRSIBBANK»

SCOPE OF RULES

These “Customer service Rules (contractual terms) on leasing a safe deposit box in a special vault” (referred to as the “Rules”) establish the procedure and conditions for leasing a safe deposit box to customers of JSC “UKRSIBBANK”.

These Rules are not deemed a public offering to conclude an agreement.

These Rules are applied to settle relations between JSC “UKRSIBBANK” and the customer envisaged by the agreement on leasing a safe deposit box in a special vault (with the Rules) if such an agreement contains references to these Rules and is an integral part of these Agreements.

The Rules do not apply to the settlement of relationships under any other agreements that do not refer to these Rules.

These Rules are binding on all Parties of the Agreement, both the Bank acting as a Lessor and the customer acting as a Lessee.

Terms used in these Rules:

“**Emergency opening of a safe deposit box**” means the opening by the Lessor of a safe deposit box leased by the Lessee under this Agreement in cases of loss/damage by the Lessee of keys from the safe deposit box or damage to the safe deposit box through the Lessee’s fault, as well as the opening of a safe deposit box by the Lessor with no Lessee present in cases stipulated by the Rules.

“**Box**” is a metal non-transparent construction used to place valuables, documents and other belongings therein (the “Valuables”) that is inserted into an individual safe deposit box and can be transferred into the Customer’s Room.

“**Open Key**” is an open key within a meaning assigned to it in the Law “On Electronic Trust Services”;

“**The BNP Paribas Group**” means BNP Paribas S.A., a legal entity incorporated under the laws of France and registered with the Trade and Companies Registry of France (Paris) under number 662 042 449, and its members, i.e. legal entities in which BNP Paribas S.A. is a shareholder (as well as of such entity’s branches), including all companies controlled by BNP Paribas S.A., 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 10.4 of the Rules;

“**Rules amendment publication date**” means the date of publication in the “Holos Ukrainy” newspaper or in any other official print edition or at <https://ukrsibbank.com/>, and/or on the notice boards at the Bank’s branches. The exact date of Rules amendments publication is indicated in the Rules amendment notice;

“**The Agreement**” is a Property Lease (Rental) Agreement of a safe deposit box in the dedicated safety vault (which is supplemented with the present Rules and contains the reference to these Rules) concluded between the Lessee and the Lessor under the conditions hereof and with all annexes, including Tariffs, Instructions, Supplementary Agreements concluded to the Agreement and the present Rules;

“**The Property Lease Agreement**” is a Property Lease (Rental) Agreement of a safe deposit box in the dedicated safety vault which is concluded by the Lessor with the Lessee under the conditions hereof and with reference hereto (with no Annexes thereto).

“**Direct Debit**” means debit transfer to be made from the Lessee’s account based on the Lessee’s payment instruction and subject to the Lessee’s authorization to such transfer given to the recipient/provider of recipient’s payment services, or to the Lessor. The Lessor can be the recipient of the direct debit.

“**Legislation on Extraterritorial Jurisdiction**” shall mean legal and regulatory acts by the USA, the EU and other countries worldwide as well as relevant executive directives by the UNO and/or other international organizations, which shall be deemed to be binding on the territory of Ukraine and/or on the territory of France and/or on the territory of 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 the implementation of legal and regulatory acts which are specified in this definition.

“**Identification and Authentication Means**” herein collectively refers to Personal Key, Personal Password, OTP or a digital handwritten signature and personal secure mobile phone number.

“**OTP Activation/Deactivation Application**” is an application as approved by the Lessor to be provided by the Lessee to activate or deactivate OTP. In these Rules, the Application is referred to as the OTP Activation Application when it involves OTP activation, and as the OTP Deactivation Application – if not;

“**Instructions**” mean Remote Service System user guide posted on the Internet at: <https://ukrsibbank.com/> or other link to be communicated to the Lessee by the Lessor via the Remote Service System or otherwise. The Instructions constitute an integral part of the Agreement.

“**Notifications**” mean messages sent to the Lessee by using mobile service providers as an SMS, instant messaging systems (messengers) or other channels as may be specified by the Lessor.

«**Lessor**» is the Public Joint Stock Company «UKRSIBBANK».

«**Lessee**» is the Customer – individual or legal entity, who/which has entered into the Property Lease (Rental) Agreement of a safe deposit box in the dedicated safety vault with the Bank, which contains the reference to these Rules.

«**Cryptokey Device**» is an external carrier of information to store and use the key.

«**Access card**» means the card of access to an individual safe deposit box, a document used to record the signature specimen, Lessee’s/Lessee’s Representative’s identification data, credentials of the Lessee’s Representatives’ power of attorney, when a safe deposit box was actually opened and closed, when the keys were issued to/given back by the Lessee/Lessee’s Representative, when a safe deposit box, the Box and the safe deposit box keys were rented intact; each time the safe deposit box is opened, the card also should document that the Box seal is intact, integral and its number is consistent with that documented in the Access Card when the Lessee/Lessee’s representative previous accessed the safe deposit box (in the last record about the closure of a safe deposit box in the Access Card).

«**QES**» means qualified electronic signature within the meaning assigned to it by the Law «On Electronic Trust Services».

«**Customer Room**» refers to a dedicated Bank premise to allow the Lessee/Lessee’s Representative deal with valuables (including placing and releasing them from the Box) in a way that prevents the Lessor or someone else from watching the Lessee/Lessee’s Representative dealing with valuables.

«**Contact Center**» is a Lessor’s 24/7 customer help desk. Individual Lessees can either contact the service via UKRSIB online chat, by email at info@ukrsibbank.com or by calling 729 (toll-free from mobile phones), 0-800-505-800 (toll-free from landline phones in Ukraine), 380-44-298-8290 (international calls). For a better customer experience, all such calls with the Lessor’s representatives via the Contact Center can be recorded.

«**Personal Key**» (also known as «**SMID**») is an Individual Lessee’s unique ten-character digital identifier (that can also be used to login in UKRSIB online) intended to identify the Individual Lessee as a Lessor’s customer both when personally contacting the Lessor’s staff (at branch) and when using remote banking (calls to the Lessor’s Information Service, account management, using the Lessor’s Products (Services) and inquiring about Internet transactions made via UKRSIB online, etc.). The Personal Key is printed on the card and/or the Individual Lessee’s loan agreement copy (when applicable) and/or is issued by the Lessor to the Lessee, or can be seen in the Remote Service System. The valid Personal Key shall be the latest one issued by the Lessor to the Lessee;

«**Personal Password**» is an Individual Lessee’s unique digital password used with the Personal Key to access UKRSIB online. The Individual Lessee shall set the password when accessing UKRSIB online for the first time and is the only person to know it. The Personal Password for the first login to UKRSIB online shall be sent by the Lessor as an SMS to the secure mobile number;

«**OTP**» – to be used by the Individual Lessee in the Remote Service System – is a one-time password used by the Lessee for authorizations and signing e-documents, including for electronic identification, in UKRSIB online. To authorize actions and sign electronic documents in UKRSIB online, whenever feasible, the Lessee’s digital handwritten signature can also be used. The Parties agreed that OTP refers to putting the Lessee’s electronic signature on an electronic document. OTP is generated automatically and is linked to data that need to be confirmed/signed via OTP and is to be sent by the Lessor to the Lessee’s secure mobile number (as a notification);

«**OTP**» – to be used by the Lessee – legal entity in the Remote Service System – is a one-time password generated by the OTP token provided by the Lessor to the Lessee or is sent by the Lessor as a Notification to the

Lessee's mobile numbers as listed in the Lessee's OTP Activation Application, or is generated/submitted otherwise as may be determined by the Lessor;

«**Personal Secure Mobile Number**» is the Individual Lessee's mobile number provided by the Individual Lessee to the Lessor while indicating in any written document that the Individual Lessee enters into with or provides the Lessor (in the identification tools application and/or in the questionnaire to be applied for by the Individual Lessee when taking out a loan from the Lessor and/or in the questionnaire to be applied for by the Individual Lessee as part of identification/re-identification (clarification of identification data) as set forth by the Lessor's internal policies) or as specified by the Individual Lessee when making the request for notifications/number change in the Lessor's ATMs as set out by a specific checking account contract entered into between the Lessor and the Individual Lessee and/or notified by the Individual Lessee when the latter contacts the Contact Center and documented in the Lessor's system. The valid personal secure mobile number shall be the latest one provided by the Individual Lessee. The Personal secure mobile number can be used with the Personal Password to access UKRSIB online as a login and within these Rules can be assigned the meaning «Personal Key» when used as a login to access UKRSIB online;

«**Products**» (or «**Services**») mean the Lessor's services to open and maintain checking accounts, including the Lessee's both card and deposit accounts, to grant and service loans (including overdrafts) by the Lessor, cash management, payment transactions, safe deposit boxes rental as well as other services/set of services provided by the Lessor (including as a professional capital market participant) to the Lessee under the Agreement or other contract concluded by the Parties.

«**Open Key Certificate**» is a document certifying validity and appropriateness of the Open Key.

«**Remote Service System**» (RSS) means a set of software and hardware used by the Lessee and the Lessor appropriately, as well as organizational events by the Lessee and the Lessor to enable provision of services to the Lessee under the Agreement or any other contract concluded by the parties, specifically systems such as UKRSIB online, система UKRSIB business or any other system put in place by the Lessor to enable remote service for the Lessee;

«**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 <https://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.

1. General provisions

The Property Lease (Rental) Agreement of a safe deposit box in the dedicated safety vault is concluded between the Lessor and the Lessee, whereby the Lessor shall be free of any responsibility for the contents of a safe deposit box.

Under the Agreement, the Lessee may be represented by a legal entity or an individual. The Lessor and the Lessee shall be further referred to as the "Parties" in the text of the Rules.

For each Agreement, only one safe deposit box can be leased (rented) to the Lessee.

The lease term of a safe deposit box (hereinafter the "Safe") and its size are determined in the Agreement.

2. Instructions for safes use

2.1 The Safes are intended for the storage of valuables (with due account for their size) belonging to legal entities or individuals in the dedicated safety vault of the Lessor.

2.2 It is forbidden to store in the safes as follows: consumer goods (including food and beverage); stolen property and property obtained illegally; firearms and ammunition; flammable and explosive substances and fluids; radioactive materials; poison, narcotic and toxic substances; goods withdrawn from civil circulation, etc.

The Lessor does not list valuables placed in the safe, and is not accountable for the integrity of the internal contents of the safe.

The Lessor is not accountable for damage to the valuables which was not caused by the Lessor (metal corrosion, various chemical reactions, natural disasters, etc.).

The Lessee shall ensure that all necessary actions are taken from his/her part to protect valuables which are sensitive to water, humidity, temperature changes, magnetism, etc. so that it could be possible to duly keep such valuables in the safe and to prevent them from spoilage, damage or destruction.

2.3 The Safes are built in special sections, which are marked by numbers.

Each safe deposit box is equipped with a Box locked with an one-time indicative seal to ensure monitoring and safety of the Box each time before placing items into the safe deposit box, except for the following cases:

- When the Lessee/Lessee's Representative visits the safe deposit box for the last time, in the event of early termination or expiry of the Agreement;
- After emergency opening and releasing valuables from the safe deposit box.

The indicative seal at the Box is changed after each visit by Lessee/Lessee's Representative the safe deposit box, its number is indicated in the Access Card.

The indicative seal number shall not be specified in the Access Card in the safe deposit box opening data and in the safe deposit box closing data – when the Lessee/Lessee's Representative visits the safe deposit box for the first and for the last time, respectively.

2.4 The Safe is equipped with a special lock, which is closed and opened with two keys as follows: with a master key which is kept by the Lessor and with a key which is given to the Lessee. The Lessee is provided with two copies of the key.

2.5. Safes are opened in the following order: the safe is first opened with a master key by the Lessor's employee, after that the safe is opened by the Lessee (or by a Representative of the Lessee, if applicable).

2.6. The Lessee is entitled to use the safe during the Lessor's vault working hours, which the Lessee can learn by contacting the appropriate Lessor's branch or the Lessor's Contact Center.

The Lessee shall not be allowed to access the safe during the depositary's audit conducted by the Lessor.

2.7 To use the safe, the Lessee shall have at his/her disposal the safe key and a passport or other identity document which is in accordance with the law and can be used for the conclusion of deals, whereas the Representative of the Lessee-individual - in addition to the abovementioned items - shall also be in possession of a properly issued power of attorney.

To use the safe, an Authorized Representative of the Lessee-legal entity shall have the safe key, a passport or other identity document which is in accordance with the law and can be used for the conclusion of deals, as well as documents certifying his/her authority to act on behalf of the Lessee (in particular, a properly issued power of attorney or other documents required by the Lessor to identify such a person and to determine his/her authority).

Transfer by the Lessee, if the Lessee is an individual, of the right to use the safe to another individual (hereinafter - "Representative of the Lessee") shall be issued in the form of a notarized power of attorney. In the event of cancellation (revocation) of the power of attorney, the Lessee is required to notify the Lessor of such fact by submitting to the Lessor a relevant written application indicating this fact, after which the Representative of the Lessee shall not be entitled to use the safe.

If the right to use the safe is provided to the Representative of the Lessee, the power of attorney for the right to use the safe, or notarized copy of the notarized power of attorney, or copy made from the original power of attorney and certified by the Lessor's employee, or other documents which contain such authority can be stored by the Lessor upon the consent of the Lessee or Representative of the Lessee, in which case the Representative of the Lessee shall not be required to be in possession of such documents.

In the power of attorney, the Lessee shall clearly specify the authorities of the Representative of the Lessee which must provide evidence of the right by the Representative to access and use the specific safe of the Lessor.

The Lessee and their authorized Representative cannot visit the safe at the same time.

2.8. Whenever the Lessee is willing to place and release the Box to/from the Safe, this operation shall be conducted in the presence of the Lessor's officer but not under his/her control; whereas whenever the Lessee places and releases the Valuables to/from the Box these operations shall be made in the absence of the Lessor's officer in the Customer Room. The moment of opening (closing) of the safe can be under video surveillance from the side of the Lessor.

2.9 The Lessee is personally responsible for keeping two copies of safe keys provided to him/her. The Lessor does not keep duplicate keys from the safe leased by the Lessee. The Lessee (Representative of the Lessee) undertakes to immediately notify the Lessor of the loss of/damage to either one or both key(s) and/or other circumstances that may affect the performance of the terms of this Agreement by the Lessor or Lessee by providing a written application to the Lessor.

2.10 The Lessee shall lock the safe with a key he/she was provided with each time he/she visits the safe.

3. Payment terms

3.1. The Lessee shall pay the Lessor a safe usage commission fee pursuant to the Lessor's charges. By signing the Agreement, the Lessee acknowledges and accepts the Tariffs.

3.2. The Lessor charges the commission fee on the last calendar day of each month and on the day preceding the last day of the safe lease. At this, the fee is charged for each day of the safe lease including the first day of the safe lease, whereas the last day of the safe lease shall not be included.

The Agreement signed by the Parties is considered the primary document and is the basis for the accounting of operations in accordance with this Agreement.

The monthly drawing up of separate acts of acceptance and transfer (rendering) of services for the calculation of the commission fee for the use of the safe under this Agreement is optional.

The fact of providing services in each billing month is confirmed by the absence of notification to the other Party of the intention to terminate the rental of the safe deposit box in accordance with clause 4.1.1 hereof or in accordance with the terms of the Agreement, depending on the circumstances of the Agreement termination.

The date of calculation of the commission fee for the use of the safe is the date that confirms the fact of providing the safe for use in such a calculation month, i.e. the last calendar day of the month or the day preceding the last day of safe rental is the last day of safe rental in such calculation month.

The Lessee shall pay a commission fee within 7 (seven) calendar days from the date it was accrued; if the last day to pay the commission fee falls on the weekend, holiday or non-working day, the commission fee shall be paid not later than on the first working day which follows such weekend, holiday or non-working day.

The Lessee shall instruct the Lessor to independently collect the amount of a commission fee charged according to the Tariffs for services provided by the Lessor under the Agreement made by Direct Debit by debiting the current account of the Lessee specified in the Agreement.

3.3. In case of lack of funds on Lessee's accounts opened with the Lessor or in the event of closing a bank account specified in the Agreement, or any other Lessee's accounts in the national currency of Ukraine, the commission fee shall be paid by the Lessee within the period specified in clause 3.2 of the Rules.

3.4. The Lessor independently sets the Tariffs for the safe use. In case of changing Tariffs, the Lessor undertakes to notify the Lessee thereof by posting changes in the premises of the Lessor not later than 14 calendar days prior to the day such changes enter into force. If the Lessee disagrees with the new Tariffs, the Lessee shall be obliged to address the Lessor with a written notification on the Agreement termination prior to day when the new Tariffs enter into force. The Parties agree that if the Lessee does not submit such a consent notification to the Lessor within the established terms, the Lessee consents to new Tariffs.

3.5. The Lessor undertakes:

- 3.5.1. to provide the Lessee with a safe in due condition;
- 3.5.2. to provide the Lessee or Authorized Representative of the Lessee with two copies of safe keys;
- 3.5.3. to provide security of the dedicated safety vault by all means of security and fire alarm, which are in the Lessor's disposition;
- 3.5.4. to keep the secrecy regarding the terms and conditions of the Agreement as well as its signing;
- 3.5.5. in case of the expiration of the safe lease or its premature termination, provided that the commission and other payments arrears to the Lessor are absent, and if the Lessee releases the safe and returns the keys intact, to return to the Lessee the amount of the collateral value of keys, except as provided for the Agreement and the Rules, when the amount of the collateral value of keys is charged by the Lessor in form of a penalty.

The amount of collateral value of keys shall be returned if it was foreseen by the terms of the Agreement that the relevant amount would be placed on the relevant account and shall be carried out as follows:

- for Lessees - individuals or private entrepreneurs – in cash through the Lessor's cash desk or via non-cash transfer to the current account of the Lessee, specified in the Agreement, in the national currency of Ukraine;
- for Lessees - legal entities only by transferring to the current account of the Lessee, specified in the Agreement, in the national currency of Ukraine,

3.5.6. Should the Lessor make a decision on early termination of the Agreement, he/she shall notify the Lessee of such decision by submitting the relevant written notice in any form not later than 10 calendar days prior to the date of termination of the safe lease period (according to the clause 4.1.1 hereof), which may also contain the warning to the Lessee regarding the application by the Lessor to the relevant authorities, should the Lessee violate the provisions specified in the clause 2 hereof on safe keeping the prohibited items.

When the termination of the Agreement by the Lessor is not related to the violation by the Lessee of his/her contractual obligations, the Lessor shall pay back to the Lessee the part of the commission fee amount based on the number of remaining days when the safe was not used by the Lessee due to early termination of the safe lease period. In this case, the return of the commission fee is performed to the Lessees - individuals in cash through the Lessor's cash desk or through a non-cash transfer to the current account of the Lessee, specified in the Agreement, for Lessees - legal entities only by transferring to the current account of the Lessee in the national currency of Ukraine, specified in the Agreement.

3.6. The Lessee undertakes:

- 3.6.1. To inform the Lessor by a written notice about loss/damage of key(s) (if any).
- 3.6.2. To form on the bank account, specified in the Agreement, the full amount necessary for the repayment of the commission for the safe lease within 7 (seven) calendar days after the day of commission accrual (if this day falls on a weekend, holiday or non-working day, not later than the first working day following such a weekend, holiday, or non-working day) so that the Lessor could perform a contractual debiting the account as envisaged by the Agreement. In case of funds insufficiency as of 7th (seventh) calendar day following the day of accrual (or on the next working day, if 7th (seventh) calendar day falls on a weekend, holiday or non-working day) on the above-mentioned account

for full payment of the commission, the Lessor does not conduct partial write-off, and the commission shall be deemed overdue.

3.6.3. In cases envisaged by the clause 5.3 hereof, to pay a commission for emergency unlocking the safe at a rate set by the Lessor by depositing the relevant commission amount into the Lessee's account, specified in the Agreement, so that the Lessor could perform a contractual debiting the account under the procedure of contractual debiting as envisaged by the Agreement. The commission is paid on the date it is accrued or on the day the Lessee contacts the Bank.

3.6.4. Should the Lessor initiate the termination of the safe lease period under the procedure envisaged by the Clause 4.1.1. hereof, to release the safe and return the safe keys to the Lessor prior to the termination of the safe lease period as specified in the notification to be sent by the Lessor to the Lessee according to Clause 4.1.1.

3.6.5. To properly operate the safe, to bear full responsibility for the valuables placed in the safe and to take all the required actions to protect the valuables deposited in the safe;

3.6.6. Upon expiration or early termination of the safe lease period and/or the Agreement validity, not later than on the last day of the safe lease period:

- To dismiss the safe (to take away its contents);
- to return the safe in the same condition/state in which it had been leased;
- to return the undamaged safe keys;
- to make all the necessary payments under the Agreement.

In case, when, not later than on the last day of the safe lease period, the Lessee contacts the Lessor with the intention to extend the safe lease period, the Parties shall renew the Agreement for a new validity period, with the Lessee exempted from the obligation to dismiss the safe and return the safe keys until the termination of the safe lease period under the new Agreement. Should the Lessee contact the Lessor with the intention to change the account, which is commonly debited under the Agreement, the Parties shall conclude the new amended Agreement (whereas the Supplementary Agreement shall not be concluded), with the Lessee exempted from the obligation to dismiss the safe and return the safe keys until the termination of the safe lease period under the new Property Lease Agreement. In special cases which shall be determined by the Lessor, the Agreement may be amended by concluding a new Supplementary Agreement thereto.

3.6.7. In the event of passport data and/or place of residence (registration) of the Lessee/ Lessee's Representatives change, the Lessee shall notify the Lessor about such changes within two working days with providing him/her with the relevant documents confirming such changes.

3.6.8. At the request by the Lessor, to provide him/her with the full reliable information that is necessary to identify and analyze the Lessee or his/her Representative, to clarify the information required to identify and analyze the Lessee or his/her Representative, to clarify his/their identity, the nature of the activity and financial standing, etc.

4. The safe lease period. Early termination of the safe lease. Emergency unlocking the safe.

4.1 The safe lease period is determined by the Property Lease Agreement. The early termination of the safe lease may be caused as follows:

4.1.1. At the initiative by either Party that must submit the relevant notice to another Party not later than 10 calendar days before the termination of the safe lease period.

4.1.2. In the case of submission by the Lessee of an application for closing the account specified in the Agreement from which contractual debiting of the commission fee is commonly made in favor of the Lessor. In this case, the Lessor is entitled to initiate the termination of the safe lease period.

4.1.3. In cases when the safe is opened not in the presence of the Lessee under clauses 4.2.1, – 4.2.7 hereof. In such event, the safe lease period shall be deemed terminated on the date when the safe was opened not in the presence of the Lessee.

4.1.4. At the initiative by the Lessor, if the Lessee fails to perform his/her obligations assumed under the Agreement. In such case, the Lessee shall release the safe not later than within 3 working days after the date of receipt of the relevant notice from the Lessor. The Lessee will not be refunded the amount he/she paid for the safe lease if the Agreement is terminated due to reasons specified in this clause.

4.1.5. At the initiative by the Lessee, if by the virtue of circumstances beyond the Lessee's reasonable control, the safe turned out to be unusable.

4.2. The safe may be subject to emergency unlocking by the Lessor not attended by the Lessee in cases envisaged by the law of Ukraine, as well as in the following cases:

4.2.1. violation by the Lessee of the stipulated period of the safe use (including if the Lessee does not demand and obtain the contents of the safe within 90 calendar days after the date of safe lease expiry, and/or if the Lessee owes a commission to be paid the Lessor for more than 90 calendar days);

4.2.2 closure and/or move of the Lessor's branch where the safe is situated;

4.2.3. liquidation of the Lessee, if the contents of the safe is not dismissed by the liquidator of the latter before such procedure terminates;

4.2.4. failure by the Lessee to comply with the requirements established by the Rules;

4.2.5. if the agreement is terminated on the Lessor's initiative as described in Section 10 hereof;

4.2.6. in case of flood, fire, natural disaster, or any other force majeure circumstance in the premises of the relevant Lessor's branch, the safe shall be allowed to be unlocked by the Lessor for the purpose of preserving the Lessee's property.

4.2.7. the safe is made temporarily accessible by the authorized public authorities and/or items are released from the safe/safe is searched by the court/investigating judge ruling.

4.3. The safe is allowed to be unlocked not in the presence of the Lessee, if the latter fails to release the safe after being informed(except for cases envisaged by clause 4.2.6 and cl. 4.2.7 hereof). For emergency unlocking the safe not attended by the Lessee, the Lessor shall assign a board consisting of the Lessor's staff (at least 2 persons), unlock the safe, extract the property and make the property inventory, whereupon a relevant certificate shall be drawn up with a list and a detailed description of the valuables and documents. If the valuables and documents are contained in a sealed, locked package, etc., then a relevant note hereabout is to be put down into the certificate and the package is to be opened, as well as a list and a detailed description to be drawn up. An inventory certificate shall be drawn up in two copies, one of which shall be kept by the Lessor, while the other one shall be given to the Lessee along with the extracted property as he/she visits the Bank. The property extracted from the safe by the Lessor shall be returned to the Lessee as soon as the latter makes all the payments stipulated by the Agreement under the applicable Lessor's Tariffs.

5. Consequences of non-fulfillment or improper fulfillment of obligations

5.1. In case of deterioration of the technical condition/state of the leased safe by the Lessee's fault, he/she shall compensate the Lessor for the damage caused in accordance with the procedure established by the legislation of Ukraine.

5.2. The Lessor is entitled to suspend the Lessee's access to the safe/ property extracted from the safe, if the Lessee has overdue commission or penalty (if any) to the Lessor under the Agreement, until the full repayment of such debt to the Lessor.

5.3. The Lessor is entitled to charge a commission from the Lessee for emergency unlocking the safe at the rate envisaged by the Lessor's Tariffs, in the following cases:

- 5.3.1. damage/loss of the a key(s) by the Lessee – as soon as the Lessor receives the relevant written notice;
- 5.3.2. breakage of the safe by the Lessee's fault;
- 5.3.3. in other cases, envisaged by clauses 4.2.1. – 4.2.5. and 4.2.7. hereof.

The commission for emergency unlocking the safe, specified in this clause, shall be charged by the Lessor on the day of the emergency unlocking the safe and is due to be paid starting from the day it is charged or by the Lessee independently, or by the Lessor by Direct Debit debiting the account upon the Lessee's consent under this Agreement, provided there is a required amount on any of the Lessee's account with the Lessor.

5.4. If the Lessee fails to release the Safe upon the expiration of the safe lease period, the Lessee shall pay the Lessor a penalty for each day of actual use of the Safe after the expiration of the lease period in the amount stipulated by the Lessor's Tariffs, but not more than for 90 calendar days. The Lessor is entitled to suspend the Lessee's access to the safe or to detain the property extracted from the Safe unless the penalty is fully paid by the Lessee.

6. Procedure for resolving disputes

6.1. The relations of the Parties under the Agreement shall be regulated by the current legislation of Ukraine.

Disputes which may arise during the performance of obligations under the Agreement shall be resolved in accordance with the procedure established by the current legislation of Ukraine.

7. Contractual debiting procedure

7.1.

7.1. To repay the existing debt owed to the Lessor due to fulfillment of this Agreement, including the outstanding payments to be paid by the Lessee to the Lessor if the Lessee breaches the Agreement, the Lessee shall instruct the Lessor and the Lessor shall be entitled to make related and not related payment transactions at any time of the Agreement term by Direct Debit debiting the Lessee's account stated in the Agreement or any other Lessee's accounts (with currency to be further sold/purchased/exchanged if the currency of the debt is other than that of the account) to repay the outstanding debt to the Lessor under the obligations and/or for services rendered as set forth in the Agreement, including, but not limited to, repayment of overdue commissions. List of information the Lessor needs to make such payment transactions (date and/or timeframe, currency and amount, reason, purpose of payment, details of debited account and other terms of such debit shall be determined by the Lessor based on the Lessee's existing obligations under the Agreement and/or any other agreements with the Lessor.

7.2. The Lessor shall make a Direct Debit upon the Lessee's instruction and consent as follows:

a) debits any of the Lessee's account in a national and/or foreign currency with the Lessor in the following amount and currency:

- in the amount and in currency of the Lessee's actual debt, or

- in the amount of other currency equivalent to the Lessee's actual debt amount in other currency and to the Lessor's costs (fees, etc.) incurred to purchase/sell/exchange (convert) currency in the Currency Market of Ukraine (the "CMU") and/or to exchange it in the International Currency Market (the "ICM") at the Lessor's applicable rate at the time the Lessor purchases/sells/exchanges currency if the actual currency debt balance in the Lessee's accounts is insufficient to repay such debt;

6) if the currency of amount debited by the Lessor from any of the Lessee's accounts is other than the currency of the Lessee's actual debt under the Agreement, to repay such debt the Lessee shall instruct the Lessor to purchase/sell/exchange on behalf of and at the expense of the Lessee foreign currency in the CMU and/or exchange it in the ICM in the amount required to repay the Lessee's debt at the Lessor's applicable rate as of the date of such purchase/sale/exchange, with the purchased/exchanged currency or funds received from selling such currency to be mandatorily credited into the Lessee's relevant account.

7.3. The Lessee consents to the Lessor making each payment transaction regarding Direct Debit (except when such consent is not required by Law). The fact of entering into this Agreement with the Lessor shall be construed as an unequivocal sign of the Lessee giving their consent to the Lessor to make a Direct Debit. The Lessee's signature certifying the fact of entering into this Agreement shall be the reason for making a payment transaction of Direct Debit.

7.4.

When the Lessor exercises the right of Direct Debit, the Lessor's payment instructions shall have priority execution over the Lessee's payment instructions.

8. Products Maintenance in RSS

8.1. RSS is used for:

- **remote servicing of Lessees' Products:** making payments, banking and the Lessor's other services, including those the Lessor provides as a capital market professional, making transactions, product management by Lessees and inquiries for Products and payments.

- **electronic exchange of information with the Lessor:** generation and exchange of, delivery to, receipt of electronic documents from the Lessor (including specific applications, requests, contracts, agreements), sending to and receiving from the Lessor notifications, information exchange with the Lessor.

8.2. The Lessee service procedure in the RSS is regulated by the Rules, Agreement and Instructions. It is prohibited to access and/or use the RSS from territories/countries/regions targeted by sanctions or other restrictions by the Legislation and/or Legislation on the Extraterritorial Jurisdiction and/or the Lessor's internal regulations. If the Lessee attempts to initiate/initiates a payment transaction or attempts to get/gets other service (including information-related one), or attempts to access/accessed the RSS from a territory/country/region targeted by sanctions or other restrictions, the Lessor shall reject such transaction(s)/service(s) and/or block access to the RSS. Using an IP address to access the RSS/attempt to use/use the RSS from the above territories/countries/regions that allows to determine the location of the device (cell phone, PC, etc.) used for such attempt/access to the RSS is an unequivocal sign of using/attempt to use the RSS from territories/countries/regions targeted by sanctions or other restrictions. The Lessor shall be also entitled to use other signs the Lessor deems to be indicative of the breach by the Lessee of the said restriction.

8.3. The Lessee shall pay for RSS services provided by the Lessor under the Agreement at the Lessor's Applicable Tariffs.

8.4. The Parties shall recognize Kyiv time as a single timescale when working with the RSS. The control time is one displayed in the system clocks of the Lessor's hardware.

8.5. Using the RSS by the Lessee shall not exclude the possibility for the Lessor to process the Lessee's documents (including payment instructions) on paper as set forth by the Agreement or any other contract entered into by the Parties.

8.6. Should the Lessor receive a few identical electronic documents (including electronic payment instructions) for the same document number and/or a few identical documents in paper and/or electronic form, the Lessor shall accept each separate document for execution or reject the execution as set forth by the Agreement and/or contracts serviced by the RSS, unless otherwise specified in the Instructions and/or addendums hereto/thereto. The Lessee shall be responsible for providing settlement documents in a written and/or electronic form at the same time.

8.7. As instructed by the Lessee in writing, information on the account, payment transactions, or other information on the money flow on the account(s) and the Lessee's Products can be provided to other authorized person.

8.8. If there is any other remote service agreement concluded between the Lessor and Lessee, provisions of this section shall apply while considering the said contract.

8.9. The Lessor shall not be responsible for the technical condition of the Lessee's computer and other equipment, law performance of the Lessee's hardware and/or communication lines, the Lessee's internet channels quality and/or ceased usage of the system due to blackout/failure of communication lines, for failures and financial losses the Lessee might incur as a result of the Lessee's use of unauthorized software and/or software infected with computer viruses and/or if there is no connection with the Lessor not caused by the Lessor.

8.10. Servicing Lessees—Legal Entities in UKRSIB business (hereinafter referred to as RSS for purposes of this section)

8.10.1. To enable and use the RSS, the Lessee needs to login in the RSS as described in the Instructions and make sure their authorized persons receive the Personal Keys while providing the Bank with relevant documents so that authorized persons could be given relevant powers and access rights, unless otherwise set forth in the Instructions and as long as such procedure complies with the Legislation. The Agreement shall become effective in so far as it relates to the RSS service terms and electronic documents processing upon signature by the Lessor of documents giving authorizations and access rights to authorized persons.

8.10.2. By making actions to connect to the RSS the Lessee acknowledges that:

- the Lessee's Open Key mentioned in the Lessee's Open Keys Certificates provided to the Lessor and signed by the Lessee's authorized person belongs to the Lessee or their authorized person, and
- prior to using the RSS the Lessee has personally read the Instructions and undertakes to follow them;
- the Lessee deems sufficient protection of electronic documents by using cryptographic tools, specifically qualified electronic signature put on the electronic payment instruction or on a relevant application, or on the agreement, contract, or any other document via the RSS.

8.10.3. The Lessor shall be entitled to make amendments to the Instructions, in which case the Lessor shall post a relevant notification and the Instruction (as amended) on the Lessor's website. The Lessee (the Lessee's Representative or other authorized person) continuing to use the RSS after amendments made to the Instructions shall mean the Lessee's consent to continue services under the Agreement taking into account amendments to the Instructions.

8.10.4. Electronic payment instructions, the Lessee's applications and other electronic documents the Lessee sends to the Bank via the RSS must:

- contain all mandatory details as required by the Legislation; and
- contain qualified electronic signatures of the Lessee's authorized persons in line with the documents provided by the Lessee to the Lessor under the Agreement; and
- be generated and/or submitted and/or certified by Additional protection tools when applicable under the Agreement.

The Lessor shall not consider and accept for execution electronic payment instructions and other electronic documents if:

- such documents don't bear the required number of the Lessee's qualified electronic signature, or
- the qualified electronic signature is not accurate, or
- there is a suspicion of disclosed key information, or
- such documents are either generated/submitted without using Additional Protection Tools or are not certified by Additional Protection Tools, when provided for by the Agreement or any other contract concluded by the Parties.

8.10.5. The Lessee is not allowed to generate electronic payment instructions on the basis of documents containing appendices (check registers, registers of letter of credit documents, etc.). The said documents must be provided to the Lessor on papers.

8.10.6. To ensure confidentiality of information transmitted via the RSS and being confidential or containing bank secrecy under the Legislation, such information must be transmitted in a secured form (using cryptographic or other protection tools compliant with the Legislation). The Lessee agrees that some financial information and other confidential information transmitted via the RSS and containing no bank secrecy and/or not allowing to identify the Lessee can be transmitted via unsecured connection channels, for which the Lessee gives their permission to the Lessor confirmed by the signature under the Agreement.

8.10.7. The Parties acknowledge that an electronic document (including payment instruction, agreement or contract in electronic form) transmitted via the RSS and signed by the qualified electronic signatures of the Lessee's authorized persons, confirmed/protected with other Additional Protection Tools, when applicable, and provided by the Lessee to the Lessor under the Agreement, shall be equally valid to a document on paper (including the payment instruction on paper) signed by the Lessee's (Lessee's authorized persons) hand-written signature. Electronic documents bearing no qualified electronic signature of the Lessee shall have no legal force and shall not be considered or accepted by the Lessor.

8.10.8. The person who signed an electronic document using qualified electronic signature shall be responsible for accuracy of information contained therein, with the Parties acknowledging that the Lessee's (Lessee's authorized person's) qualified electronic signature can only be faked if the Personal Key information is known.

8.10.9. The Parties recognize as sufficient for identifying the Lessee (Lessee's authorized person) and for confirming data integrity in electronic form the qualified electronic signature used in the RSS to transmit the Lessee's electronic documents to the Lessor using tools certified by State Special Communications Service of Ukraine or its successors in the cryptography licensing area.

8.10.10. For enhanced security, the Lessee's Products can be serviced using Additional Protection Tools, such as OTP.

8.10.11. The Lessor shall enable the latter the OTP Confirmation in the RSS function following the OTP Activation Application.

8.10.11.1. The OTP Activation Application shall be submitted by the Lessee to the Lessor's branch and shall contain as follows:

a) OTP creation procedure by (as chosen by the Lessee):

- sending OTP Notifications to mobile numbers the Lessee specifies in the OTP Activation Application, or
- generating one-time password with an OTP- token. The service charges according to the Lessor's Tariff.

б) The Lessee's authorized persons with their phone numbers to send OTP notifications to, or a serial number of a token given to such authorized person.

8.10.11.2. The Lessee undertakes to ensure the token is kept in such a way that prevents it from being used by unauthorized persons and to inform the Bank immediately of any changes in the list of authorized persons and/or their phone numbers.

8.10.11.3. If a token and/or OTP mobile number is disclosed, including unauthorized access, lost, stolen or should any such suspicions or threats arise, the Lessee undertakes to inform the Lessor immediately by any convenient method so that the Lessee's existing Open Key Certificate can be blocked and measures can be taken to stop using the OTP.

8.10.11.4. To change the list of authorized persons and/or their phone numbers receiving OTP Notifications, and/or to change the tokens serial numbers and/or deactivate OTP, the Lessee undertakes to file immediately a relevant OTP Activation Application or OTP Deactivation Application, respectively, to the Lessee.

8.10.11.5. The Lessor shall not be responsible:

- for unauthorized use of OTP when the Lessor was not duly notified that the token and/or OTP phone number were disclosed, and/or the list of authorized persons and/or their phone numbers was changed.
- For undelivered Notifications and/or delayed delivery of Notifications.
- for a technical condition and functioning of the token once delivered to the Lessee; the token also can't be returned and/or exchanged.

8.10.11.6. If the Lessee don't use or refuses to use Additional Protection Tools provided by the Lessor for RSS service, or if the Lessee set the limit on the payment transaction cap in the RSS not covered by Additional Protection Tools, the Lessee acknowledges that the Lessee is fully aware of any potential adverse effects that might arise as a result of the failure to use Additional Protection Tools or as a result of a payment transaction made without Additional Protection Tools in the amount not exceeding the cap set by the Lessee, including, but not limited to, where such adverse effects occurred as a result of fraud or disclosure of key information, etc.. The Lessee also acknowledges that the Lessee does not have and will not have any claims to the Lessor and/or will not demand that the Lessor reimburse any losses occurred and/or will be occurred as a result of such adverse effects.

8.10.12. In the event of disclosure of the key information, including unauthorized access, or if Key Information Tools are lost or stolen or should any such suspicion or threat arise, the Lessee shall immediately terminate payment transactions and other transactions made via the RSS, shall take measures to block the disclosed key information and shall inform the Lessor by any convenient method, as well as in writing at the earliest convenience. For continued RSS service, the Lessee shall ensure that a new Open Key Certificate is submitted as set forth by the Agreement or other RSS-related contract concluded by the Parties.

8.10.13. The Lessee shall be responsible for ensuring the safety of Key Information Keys, RSS users passwords and for monitoring the validity of key information and its timely re-generation.

8.11. Servicing Individual Lessees in UKRSIB online (hereinafter for purposes of this section – the “RSS”)

8.11.1. The Lessor shall connect the Lessee to UKRSIB online from the date the Lessee receives the Personal Key and Personal Password as described in the Agreement or any other RSS-related contract concluded between the Parties, including the Instructions. Remote banking option via UKRSIB online is subject to the Lessee's Tariff Plan.

8.11.2. Services in UKRSIB online are provided by using the Personal Key, Personal Password and OTP or a digital hand-written signature of the Lessee. The Parties acknowledge these tools as the Lessee's authentication tools and data

channels protection tools as sufficient and secure.

8.11.3. The Lessee shall give the Lessor their secure personal mobile number to receive the Personal Password and OTP. The Lessee confirms that such mobile number is a personal and secure one for messages containing confidential information.

8.11.4. When such mobile number needs to be changed or has not been specified in other contract concluded by the Parties, the Lessee:

8.11.4.1. makes a request in the Lessor's ATMs to change or enter a personal mobile number.

A change of a personal mobile number involves a mandatory change of the Personal Password that is automatically generated and sent by the Lessor to the Lessee's secure personal mobile number (as a notification); *or*

8.11.4.2. files an application to the Lessor's branch requesting to set/change identification tools. In this application, the Lessee shall include the mobile number the Lessee deems personal and secure for further notifications containing confidential information; *or*.

8.11.4.3. contacts the Contact Center to inquire about the secure personal mobile number procedure.

8.11.5. Electronic documents, electronic contracts and agreements, information requests, applications, payment instructions and other electronic documents, electronic notifications to be sent by the Lessee to the Lessor via UKRSIB online must contain all mandatory details as required by the Agreement or other contract that might be concluded by the Parties, specifically by the Instructions or Legislation, and must be confirmed by OTP or the Lessee's digital hand-written signature (if applicable). Electronic documents (including the payment ones) missing the required details and not signed with electronic signature, which means not confirmed with OTP or with digital hand-written signature (if applicable) will not be considered by the Lessor nor accepted for processing. The Lessee shall be held responsible for the accuracy of information in the electronic document.

8.11.6. By signing the Leasing Agreement or any other contract concluded by the Parties, or a relevant document, the Lessee gives their explicit and unconditional consent for the Lessor to use and process due electronic documents being sent and/or generated by the Lessee via UKRSIB online.

8.11.7. OTP-confirmed electronic documents shall have the equal legal force with written documents on paper and shall be considered signed by the Lessee in person via electronic signature. Entering into the Agreement means that the Lessee acknowledges as sufficient OTP-based data protection method used to certify documents electronically, to confirm data origin, accuracy and integrity electronically (including to identify a signatory) intended to record information in electronic documents, generated via and in UKRSIB online.

8.11.8. By generating OTP or signing an electronic document with a digital hand-written signature, the Lessee acknowledges that the Lessee read and fully understood the entire document, has no objections to the document and used their OTP or a digital hand-written signature deliberately as provided for by the document (signed, validated, approved, signed off, certified, read).

The Parties acknowledge that OTP cannot be faked unless the Lessee discloses such information to third parties and if the Lessee ensures that such data is duly stored and protected from third party access. Therefore, the Lessee acknowledges and accepts risks of using UKRSIB online by using Personal Key, Personal Password and OTP while ensuring that they will be used personally by the Lessee and prevented from third party access.

8.11.9. Payment transactions via UKRSIB online shall be made within limits set by the Lessee and within balance remaining on the Lessee's accounts.

8.11.10. The Lessor undertakes to execute electronic payment documents sent by the Lessee to the Lessor during the day via UKRSIB online as required by law and payment processing procedure available on the Lessor's website at <https://ukrsibbank.com/>, unless otherwise provided for by the Agreement or other contract concluded by the Parties.

8.11.11. By signing the Agreement or a relevant document the Customer acknowledges that all settlements to be made via UKRSIB online, do not involve entrepreneurship and comply with legislation.

8.11.12. If identification and authentication tools and/or personal mobile number are disclosed, illegally accessed, lost or stolen or if such suspicion or threat arises, the Lessee shall immediately cease operations in UKRSIB online, takes urgent measures to block such disclosed identification or authentication tools or personal mobile number and shall immediately notify the Lessor's customer support service by any convenient way, and at the earliest convenience – in writing.

8.11.13. After the Lessee notifies the Lessor's customer support service about the actual (or suspected or threatened) disclosure, unauthorized access, loss or theft of identification and authentication tools and/or personal mobile number, the Lessor shall take all adequate measures within 2 hours to fully block such identification and authentication tools and/to transactions via the Lessor's personal mobile phone. By the moment of blocking including the said time

needed, the Lessor shall not be held responsible for transactions made in UKRSIB online using the Lessee's identification and authentication tools and/or personal mobile number.

9. Specific conditions

9.1. Correspondence between the Parties, as well as requests by the Lessor to receive Lessee's information and/or documents required to identify, verify, analyze and clarify information shall be effected as follows: (i) by sending or submitting by one Party of respective notifications (registered letters) to the other Party at the address specified as a mailing address in the section "Addresses, bank details and signatures by the Parties" of the Agreement or at other address, communicated by the relevant Party's written notice to the other Party in the event of address change, or (ii) by handing over relevant notifications to the other Party's Representative in person, or (iii) by submitting relevant electronic notifications via RSS . A postal receipt or any other postal document that may confirm that the notification was sent, delivered or received, shall be deemed as an evidence confirming that the relevant notification (registered letter) was forwarded, and for relevant information notifications sent via the RSS channels or notifications – any evidence made by any procedure automatically or otherwise in electronic form. The Parties agreed that the Lessor's mailing address specified in the Agreement shall be deemed as the place of performance by the Parties of their obligations under the Agreement.

9.2. By signing the Agreement, the Lessee gives his/her consent to and entitles the Lessor to collect, store for indefinite period, process, use, distribute, spread and receive information (the data of the Lessee, known to the Lessor and/or third parties, in connection with the signing and execution of the Agreement, including banking and commercial secrecy and/or personal data of the Lessee, if he/she acts as an individual):

- required at the conclusion of agreements on the assignment of right to claim and/or the assignment of debt under the Agreement and/or the conclusion of other civil and legislative agreements in accordance with the legislation of Ukraine - to the authorized individuals and legal entities that are parties to such an agreement;

- required by third parties to perform their functions or render services to the Lessor, including, but not limited to, services for the responsible storage of documents, archives, arranging the existing arrears of the Lessee, etc., in accordance with the agreements concluded between such persons (organizations) and the Lessor provided that functions and/or services envisaged by such agreements relate to the Lessor's main activities, which the Lessor carries out on the basis of the received banking license and written authorization and/or aimed at fulfilling the terms of the Agreement,

- required in other cases, in accordance with the requirements of the legislation of Ukraine and/or the Bank's internal regulations and/or Extraterritorial Legislation and/or the implementation of sanctions and /or other measures in terms of financial monitoring, including sanctions by the US Office of Foreign Assets Control (OFAC), the requirements of the US "Foreign Account Tax Compliance Act" (FATCA), etc.

- the Lessor needs to be able to provide payment services.

- By entering into the Agreement, the Lessee authorizes the Lessor – as the Lessor fulfills obligations as required by the Legislation on Operational and Security Risks – to provide both other payment service providers and the National Bank of Ukraine with information containing bank secrecy, commercial secrecy, secrecy of payment service provider, financial monitoring secrecy. The transmission and/or distribution of the above mentioned information about the Customer shall be possible only for the purposes specified in this clause, and only to persons who have been given the necessary powers to obtain the relevant information in accordance with the norms of the Ukrainian legislation and/or Extraterritorial Legislation and/or relevant agreements (if any and when necessary to be concluded) and/or implementation of sanction and/or other measures in terms of financial monitoring.

The Lessee gives his/her consent to transmit the relevant personal information in accordance with this clause by the communication channels which are used by the Lessor to transmit such information and provided and are protected.

The Lessor undertakes to properly store the information which constitutes the banking secrecy and shall be responsible for its storing in accordance with the procedure established by the legislation of Ukraine.

9.3. By signing the Agreement, the Lessee acknowledges that he/she understands and agrees with the information application mode specified in this clause of the Rules and that he/she is duly informed about the possibility of including personal Lessee's data (if the Lessee is an individual), that became or will become known to the Lessor during the Agreement performance, to any personal database of JSC «UKRSIBBANK». In doing so, the Parties agreed that the Lessee will not have any claims against the Lessor should the latter commit any action specified in this clause of the Rules.

9.4. The Lessor informs the Lessee that the Lessor is a member of the BNP Paribas Group (France), and the Lessee acknowledges and agrees that any information received by the Lessor about the Lessee may be used within the BNP Paribas Group (France).

10. Final provisions

10.1. Without prejudice to the Leasing Agreement being concluded as a paper document, the Leasing Agreement can be concluded as an electronic document, in which case it must be signed:

- for the Lessor – by creating a qualified electronic signature of the Lessor’s authorized person(s):
- for the Lessee–legal entity – by creating a qualified electronic signature of the Lessee’s authorized person(s) – by using tools provided by the Lessor as a qualified provider of electronic trust services or by other qualified provider of electronic trust services acceptable for the Lessor / through creation of OTP by the Individual Lessee.

These rules also apply to the Leasing Agreement form and amendment procedure, unless the Parties agree otherwise when making relevant amendments.

The template of the Leasing Agreement concluded as an electronic document and appendices thereto (if any) shall be deemed received by the Lessee when the Leasing Agreement, once made and signed, is:

- sent to the Lessee’s email specified herein/ communicated by the Lessee and recorded in the RSS and/or in a relevant document provided to the Lessor;

Herewith, by choosing this way of receiving information specified in this clause hereof, the Lessee realizes that information containing personal data and/or bank secrecy can be accessed and disclosed to third parties.

or

- sent to the Lessee by means of the RSS used by the Lessor to service the Lessees;

or

- made available for downloading or printing out via the RSS.

10.2. The Lessor may terminate the Agreement in the following cases:

- in cases stipulated by the legislation of Ukraine and/or the Agreement, or in case of violation by the Lessee of the Agreement terms, and/or

- if the existence of legal relations with the Lessee violates the norms of legislation of Ukraine and/or the Extraterritorial Legislation; and/or

- if the existence of legal relations with the Lessee violates the norms of the BNP Paribas Group (France), and/or

- if the Lessee carries out the risk-related activity, including but not limited to transactions which – in the Lessor’s opinion – if conducted through the Lessor cause or may cause the violation of legislative regulations and/or the Extraterritorial Legislation and/or international sanctions, including those related to Anti-Money Laundering, Counter-Terrorism Financing and Financing of Proliferation of Mass Destruction Weapons, and/or

- if the Lessee carries out the risk-related activity, including but not limited to cooperation and/or incorporation in its structure and/or otherwise relation to persons, any cooperation with whom – in the Lessor’s opinion – cause or may cause the violation of legislative regulations and/or the Extraterritorial Legislation and/or international sanctions, including those related to Anti-Money Laundering, Counter-Terrorism Financing and Financing of Proliferation of Mass Destruction Weapons, and/or

- in case of occurrence or possible occurrence of any event, result or circumstance related to the Lessee or transactions by the Lessee which – in the Lessor’s opinion – causes or may cause a negative impact on the Lessor and/or the BNP Paribas Group including but not limited to financial losses and/or negative impact on the reputation of the Lessor and/or the BNP Paribas Group and/or causes or may cause any other negative impact on the Lessor and/or the BNP Paribas Group, and/or the loss of commercial interest by the Lessor to further cooperate with the Client, and/or

- if the Lessee fails to provide at the Lessor’s request the required information (official documents and/or duly certified copies thereof) needed to identify, verify the identification and analyze the Lessee and/or if in the course of risk assessment/reassessment the Lessee will be subject to unacceptably high risk level, and/or if the Lessee did submit the relevant identity information (i.e., official documents and/or duly certified copies thereof) at the Lessor’s request, but the Lessor has some doubts on its authenticity, ownership and acceptability, and/or

- if further servicing the Lessee is technically impossible.

Obligations of the Parties under the Agreement shall be terminated in full, unless otherwise stipulated by the terms of the Agreement on the date specified by the Bank in a notice sent to the Lessee, but not earlier than within 10 (ten) calendar days following the date of sending such a written notice. In the event of an outstanding debt to the Lessor, the Lessor may demand such debt repayment in accordance with terms and conditions specified in the notice, and the Lessee shall be obliged to repay the debt to the Lessor in accordance with terms and conditions indicated in the notice. The obligation to repay the debt to the Lessor shall be binding until it is fully executed.

At this, a sufficient reason to terminate the Agreement shall be the relevant reference of the Lessor to this clause of the Agreement in the notification without further explanation of the circumstances of its termination.

The Parties have agreed that the notification may be submitted by any means specified in clause 9.1. hereof.

If the Lessee fails to provide at the Lessor’s request the necessary information (official documents and/or duly certified copies thereof) required to identify, clarify the identification or analyze the Lessee – the Lessor is entitled to terminate the Agreement without giving the prior written notice to the Lessee of such termination.

10.3. The Rules are accessible to the public, developed for an indefinite period and come into force starting from the date specified during publishing of the Rules in the “*Uriadovyi Kurier*” newspaper or other official print edition, and/or at <https://ukrsibbank.com/> and/or on notice boards at the Lessor’s branches.

10.4. The Rules may be revoked or amended by the Lessor, by posting amendments to the Rules or the new edition of the Rules in “*Uriadovyi Kurier*” (or other official print edition) and/or on the website <https://ukrsibbank.com/>, and/or on notice boards at the Lessor’s branches. The notice regarding amendments to the Rules or the new edition of the Rules shall indicate the Date of publication of the amendments to the Rules and the commencement Date of the amendments to the Rules.

The amendments to the Rules come into force:

a) starting from the date of the amendments to the Rules specified in the notice, if such amendments do not worsen the terms of service of the Lessee (in particular amendments to the Rules do not result in the additional costs of the Lessee, do not increase his/her responsibilities, are aimed to protect his/her rights or interests, improve the security of the operations implementation or passing of the information under the Agreement), and/or if the amendments to the Rules envisage the provision of a new service and the Lessee is willing to receive such service, and/or if such amendments are caused by the requirements of the legislation of Ukraine;

b) starting from the commencement Date of the amendments to the Rules, but not earlier than in 30 (thirty) calendar days after the date of publication of the amendments to the Rules specified in the notice – in all other cases.

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

In case of disagreement with the amendments to the Rules, the Lessee shall be obliged to inform the Bank thereof in writing to resolve the issue of the Agreement termination. If the Lessee continues to use the safe after the entry into force of the amendments to the Rules, thereby he/she confirms his/her consent with the amendments to the Rules.

In the event of cancellation of the Rules, they continue to regulate the relations between the Lessor and the Lessee and shall act for each of them in the latest edition, which was valid before the cancellation, until all obligations under the Agreement between the Lessor and the Lessee shall be fully fulfilled.

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

Olena V. Polyanchuk