

General Terms and Conditions of Co-operation with Clients

In force as of 20 December 2018.

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CHAPTER I

GENERAL PROVISIONS

- 1.1. These General Terms and Conditions of Co-operation with Clients (the "**Rules**") regulate the co-operation between Bank Handlowy w Warszawie S.A (the "**Bank**") and its Clients, i.e. entrepreneurs as defined in the Act - Entrepreneurs Law or any other act that amends or supersedes it - banks, credit institutions, financial institutions and other persons having legal capacity pursuant to the provisions of law in force ("**Account Holder**"), with respect to all agreements concluded by the Bank and the Account Holder.
- 1.2. The Rules also determine certain terms for making available the electronic data processing and transmission system (the "**Network**"), part of the Bank's IT system. In particular, the purpose of the Network is to be used by the Account Holder to carry out payment transactions and settlements in the bank account (the "**Account**") and to obtain information about the Account or about bank operations carried out with the Bank, to enter into agreements on the provision of banking services and to use the services offered by the Bank, as well as to accept statements and declarations (including declarations of intent), requests (including set up requests relating to the Network set up or its functionalities, appointing of persons authorized to give instructions via the Network on behalf of the Account Holder ("**Users**") along with their entitlements) and instructions from the Bank and to submit same to the Bank. The Account shall not be used by the Account Holder to give instructions that are not related to the economic activity carried out by the Account Holder.
- 1.3. The Rules determine certain terms relating to payment services provided by the Bank as specified in the Act on payment services ("**the Act**") with the provision that the Bank and the Account Holder agree that the following Articles of the Act shall not apply in whole: Articles 17 to 32, Articles 34, 35 to 37, Article 40(3) and (4), Article 45, Article 46 (2a), Art. 46 (4a) first sentence, Articles 47 to 48, Articles 144 to 146 of the Act. For the avoidance of doubt, the Parties confirm that Article 44(2), Article 46(2) to (5) and Article 51 of the Act apply to the payment services provided by Bank
- 1.4. The Bank and the Account Holder agree that whenever the term "instruction" is used in these Rules, the term shall also include a payment order within the meaning of the Act, and the authorization of an instruction to make a disbursement, transfer or cash withdrawal shall be equivalent to the authorization of the payment transaction covered by such an instruction.
- 1.5. The Bank and the Account Holder agree that each reference to a location of the Bank ("**location of Bank Handlowy**") in these Rules shall include own locations of the Bank as well as establishments of entrepreneurs who have been commissioned by the Bank to carry out certain activities in the name and on behalf of the Bank, including settlements, in particular in the form of cash deposits and withdrawals, in connection with the maintenance of bank accounts by the Bank.
- 1.6. On its website at www.citihandlowy.pl/clientzone, the Bank shall publish information on cut-off times and maximum amounts, current interest rates, list of charges for banking services, foreign exchange rates and communication channels of the Bank, including contact information for the Customer Service Department - CitiService ("**CitiService**"), contact information for locations of Bank Handlowy, information on the scope of services offered by those locations, information provided and instructions accepted, and additionally, Bank shall publish user guides (manuals) for the Network or another electronic data processing and transmission system, as well as information on security procedures that affect the Account Holder in the scope of provision of payment services by the Bank.
- 1.7. The Account Holder is entitled to file a complaint by telephone with a CitiService consultant, by email, in writing to the addresses provided on Bank's website, at www.citihandlowy.pl/clientzone, or in person at Bank units providing services to the Account Holder. The website of the Bank also describes in detail the procedures for submitting and processing of complaints. The Bank shall confirm the receipt of complaint and shall respond to the Account Holder immediately, however not later than in the dates specified in applicable provisions of law. The Bank shall respond to submitted complaints in writing, by email or by telephone, unless provisions of law set forth a special form of response. In the event of an unfounded complaint, the Bank shall debit the Account with the amount paid on account of such complaint.
- 1.8. The Bank and the Account Holder may enter into agreements on the provision of banking services by electronic means and submit statements and declarations, including declarations of intent, applications and requests, including set up requests, on electronic forms provided by the Bank via the Network or another electronic data processing and transmission system approved by the Bank, including with the use of a mobile device or mobile application which meets the technical and operational requirements of the Bank, after the Account Holder accepted the Rules, and set up Users in the manner approved by the Bank and after the activation by the Bank of the access to that system.
- 1.9. Statements and declarations, including declarations of intent, relating to entering into an agreement with the Bank by electronic means, applications and requests, including set up requests, shall be submitted by the Account Holder via the Network or another electronic banking data processing and transmission system approved by the Bank, after the Bank activates access to such system with the use of electronic forms provided by the Bank, containing, if required by the Bank - the scope of services, and the manner, terms and conditions of the provision of services and containing information concerning the Users and the data that are required to conclude the agreement. At the time of submission by the Account Holder of a statement or declaration on an electronic form, the Bank makes available electronic versions of documents, which, together with the request, form an integral part of the agreement concluded by electronic means, in such a manner that these can be stored and retrieved in the normal course of business. An agreement is deemed concluded and an application or a request is deemed approved by electronic means at the time when the Bank transmits the first electronic message to the Account Holder or otherwise makes such message available in the Network or another electronic banking data processing and transmission system approved by the Bank and such message indicates that the performance of the agreement or of the application or request by the Bank has commenced.

- 1.10.** The Account Holder undertakes to procure that the Users have current and valid authorizations, to the extent necessary and to ensure that, in the case that statements and declarations, including declarations of intent, applications and requests, including set up requests, or instructions are submitted to the Bank by electronic means, such declarations are submitted to the Bank by persons duly authorized by the Account Holder. The Account Holder further undertakes to supply to the Bank an updated set up request in electronic form or in writing in the case of any change to the authorizations or powers granted or other data.
- 1.11.** In the case of the authentication of statements and declarations, including declarations of intent, applications and requests, including set up requests, or instructions submitted by the Account Holder by electronic means, including on electronic forms provided by the Bank: (i) via the Network - clauses 7.10. and 7.15. of these Rules shall be applied accordingly, (ii) via another electronic banking data processing and transmission system approved by the Bank, subject to the prior activation of access to that system by the Bank - clauses 7.10. and 7.15. of these Rules shall be applied accordingly, unless the Bank and the Account Holder agree otherwise.
- 1.12.** The Bank and the Account Holder agree that declarations of intent relating to the performance of banking operations, including the agreement on the provision of banking services, requests, together with set up requests and instructions submitted by electronic means by the Account Holder or by the Bank meet the written form requirement, pursuant to Article 7 of the Act - Banking Law and related executive regulations. The Bank and the Account Holder further agree that an agreement entered into by the parties in writing may be complemented or amended by electronic means, with the use of electronic forms provided by the Bank in accordance with clause 1.9 also where the agreement has been entered into in writing or where written form, including written form under pain of nullity, has been reserved for complementing or amending it.
- 1.13.** In the case that an agreement on the provision of banking services, including one concluded by electronic means, allows the submission of statements and declarations, including declarations of intent, applications and requests, including set up requests, or instructions on paper by the Account Holder, the Account Holder must first supply specimen signatures and confirm the rules of representation of the Account Holder.
- 1.14.** The technical requirements to be met by the Account Holder in order to be able to use the services provided by the Bank by electronic means that are not specified in the Rules are included in the documents forming an integral part of the agreement on the provision of banking services concluded by electronic means.
- 1.15.** The Account Holder shall observe with the prohibition on sending to the Bank materials with illegal contents or transmitting large amounts of data with the purpose to cause disruptions to the operation or to overload the Bank's electronic banking data processing and transmission systems.
- 1.16.** In particular cases affecting the security or stability of the Bank's electronic banking data processing and transmission systems, the Bank reserves the right to temporarily suspend or restrict the provision of services by electronic means, without prior notice.
- 1.17.** Information on changes concerning the method and scope of providing services by electronic means and other information, as indicated in Art. 6 of the Act on the Provision of Services by Electronic Means or any other Act amending or superseding it, shall be available to the Account Holder on the Bank's website.
- 1.18.** The Bank and the Account Holder may at any time resign from the further provision or use of services by electronic means in full or in part, by submitting a statement to the other party. The resignation referred to in the preceding sentence shall be tantamount to the termination of the agreement on the provision of banking services by electronic means to the extent indicated in that statement with a five business days notice, with the provision that the Bank shall execute the instructions of the Account Holder given before the termination date, unless the Account Holder and the Bank agree otherwise.
- 1.19.** After the end of the term of the agreement on the provision of services by electronic means, the Account Holder shall promptly return to the Bank all carriers and devices as well as unused bank forms provided by the Bank.
- 1.20.** The Account Holder shall use due diligence with respect to (i) storing and using the bank forms as well as systems, carriers and devices provided by the Bank, and (ii) protecting the procedures agreed between the Bank and the Account Holder used by the Account Holder, inter alia, to initiate instructions, including payment instructions or statements and declarations, including declarations of intent, applications and requests, including set up requests, against unauthorized third party access.
- 1.21.** The Account Holder shall notify the Bank, either over the telephone through CitiService consultants or in writing to the address provided at the Bank's website, of (i) the loss of, damage to or unauthorized use of the systems, carriers or devices provided by the Bank, or (ii) third party access to the procedures agreed between the Bank and the Account Holder used by the Account Holder, inter alia, to initiate instructions, including payment instructions or statements and declarations, including declarations of intent, applications and requests, including set up requests, against unauthorized third party access, immediately upon ascertaining that this has happened. Until the Bank has been duly notified, subject to potential restrictions arising from the rules of law, the Account Holder shall bear the risk arising from the use of (i) lost or damaged systems, carriers or devices, or (ii) the procedures to which unauthorized parties have obtained access. Information given to the Bank orally should be immediately confirmed in writing.
- 1.22.** Pursuant to Art. 109 of the Banking Law Act and Art. 384 of the Civil Code or any other acts that amend or supersede them, the Rules shall be binding on the Account Holders, the Bank and all other persons with whose aid the Bank provides services related to the running of the Accounts. In the event of any discrepancies between these Rules and the bank account agreement or another agreement to which these Rules apply, the parties shall be bound by the terms of the relevant agreement.

- 1.23.** The Account Holder, under terms set forth in the Act and in these Rules, may use the following services provided by a third party:
- payment initiation service,
 - account information service,
 - the service under which the Bank, at the request of a vendor issuing payment instruments based on a payment card, confirms that the payment Account of the Account Holder contains the amount required to fulfil the payment transaction executed on the basis of that card.

The third party ("**third party provider**") is understood as an entity which, pursuant to the Act, conducts business activity in the scope of payment initiation services or account information services, or issue of payment instruments based on a payment card.

- 1.24.** The Account Holder may notify the Bank, in an agreed form, of the lack of intent for further use of the services referred to in clause 1.23 and notify the Bank that if the Account Holder shall again have the intent to use the services referred to in clause 1.23, the Account Holder shall notify the Bank of that fact in the agreed form.

- 1.25.** The Account Holder undertakes to notify the Bank of each event that has or may have direct or indirect influence on the security of services provided by the Bank, including in particular the telecommunication and IT or financial security of the Bank or the Account Holder, immediately after the occurrence of such event, and to provide the Bank with all information regarding such event.

CHAPTER II

BANK ACCOUNT AGREEMENT

- 2.1.** The Bank opens and maintains Accounts, in particular current accounts and auxiliary accounts, in Polish zloty and in other currencies on the basis of a bank account agreement.
- 2.2.** A bank account agreement obliges the Bank to hold the Account Holder's funds and to make cash-free or cash settlements on its instructions, as envisaged in the bank account agreement or in separate agreements. The activation of individual types of settlements must be agreed between the Bank and the Account Holder and additional agreements on the provision on banking services need to be concluded or applications need to be submitted on forms provided by the Bank, respectively.
- 2.3.** A bank account agreement may be concluded and the Bank may initiate the provision of the services relating to the Account after all documents indicated by the Bank have been supplied, in particular documents establishing the identity and legal status of the Account Holder applying to enter into a bank account agreement and documents indicating the persons authorized to make declarations on the Account Holder's behalf with respect to its financial rights and obligations along with the legally required information on such persons. The Bank reserves the right to demand additional documents and information from the Account Holder both at the time the bank account agreement is concluded and during its term.
- 2.4.** In the event that documents issued abroad are presented, the Bank may demand that the Account Holder obtains a certificate of compliance of such documents with the law of the location where the documents were issued from a Polish diplomatic representation or consular office, or as otherwise agreed with the Bank, and if the document is issued in any language other than Polish or English, the Bank may further demand that a translation of the documents into Polish or English by a sworn translator is supplied.
- 2.5.** The specimen signatures card shall be binding for all Accounts maintained for the Account Holder by the Bank, unless the parties agree otherwise. The Account Holder shall be responsible for the authenticity of the signatures of persons authorized to give instructions in relation to the Account that are listed on the specimen signatures card in cases where these signatures have not been affixed in the presence of the Bank employee.
- 2.6.** Unless otherwise agreed in the bank account agreement or in the specimen signatures card, persons authorized in the specimen signatures card to act on behalf of the Account Holder may carry out all actions related to the maintaining of the Account, including, in particular, using the funds in the Account, except for actions to terminate the Account. Moreover, signatures placed under the specimen signatures card by persons authorized to represent the Account Holder may be treated as signature specimen and used to verify signatures made on behalf of the Account Holder when entering into all kinds of agreements and signing documents tied to products offered by the Bank.

CHAPTER III

INTEREST RATES

- 3.1.** Unless the bank account agreement states otherwise, funds held in the Account shall bear interest at a variable rate per annum determined by the Bank. The variable interest rate may periodically have a positive or negative value.
- 3.2.** The Bank may change the interest rate during the term of the bank account agreement. The change of the interest rate depends on an increase or drop in any of the following factors:
- change of the legal or regulatory situation,
 - change of market conditions and economic situation,
 - change of the costs of banking business or income of the Bank.

A change in the interest rate does not constitute a change of the bank account agreement and does not require the termination thereof. A change in the interest rate shall come into force as of the date specified by the Bank. Information on the interest rate in effect at any given time shall be notified to the public at the Bank's units, on the Bank's websites or in another form agreed between the Account Holder and the Bank.

- 3.3.** Interests on the funds held in the Account shall be calculated in the currency of the Account from the date they are paid into the Account up to and including the day preceding the date the funds are withdrawn from the Account.
- 3.4.** Unless otherwise agreed between the Account Holder and the Bank, the interest on the funds held in the Account shall accrue for monthly settlement periods and, if the bank account agreement terminates or expires before the end of a given settlement period, until the day preceding the date the bank account agreement terminates or expires. On the first day of the following settlement period or on the date the bank account agreement terminates or expires, the Bank shall, respectively, credit the Account with the amount of positive interest or debit the Account with the amount of negative interest (stated as an absolute value). If both a positive and negative interest rate applies in a given settlement period, the Bank shall credit and debit the Account with the positive and negative interest separately.

CHAPTER IV

BANK STATEMENTS

- 4.1.** Unless otherwise stipulated in the bank account agreement, on each business day, provided there is a change in the balance of the Account, the Bank shall send a bank statement to the Account Holder in electronic form confirming each amount debited from and credited to the Account Holder's Account. The Account Holder must immediately report to the Bank each case of inability to access the electronic version of the bank statement.
- 4.2.** In the relations between the Bank and the Account Holder, bank statements are the basic evidence confirming the correctness of the information contained therein, unless the Account Holder presents written evidence indicating an inconsistency between the contents of the bank statement and the actual state of affairs.
- 4.3.** If the Bank ascertains that it has made an error in any confirmation, bank statement, notification or any other document delivered to the Account Holder, it shall promptly notify the Account Holder of this and remedy the error in accordance with the terms of clause 4.4. of the Rules.
- 4.4.** The Bank shall correct any accounting entries in the Account entered incorrectly or caused by a typing error, with consideration to limitations arising from mandatory provisions of law, by way of an adjustment entry. The Bank shall notify the Account Holder of such an adjustment entry in the bank statement.
- 4.5.** The Bank, taking into account the limitations arising from mandatory provisions of law, may adjust entries in the Account if the Account is credited with funds that do not belong to the Account Holder.
- 4.6.** The Account Holder shall notify the Bank of any claims arising in connection with bank statements within the time limit of 30 days of receipt of a bank statement either by electronic means, or over the telephone through CitiService consultants, or in writing to the address provided on the Bank's website. Failure to notify the Bank of claims in the aforementioned period means that the Account Holder agrees with the information contained in the statement.
- 4.7.** Provided the parties agree this in the bank account agreement, the Bank shall provide information on the balance of the Account over the telephone if the password and Account number given by the Account Holder wishing to obtain such information agree with those stated in the schedule to the bank account agreement or if the Account Holder is identified in another way specified in the bank account agreement. The Account Holder may change the password on its own initiative or at the Bank's request at any time, using an electronic form or in writing, sending a letter to the address provided on the Bank's website.
- 4.8.** Provided that the Account Holder gives a relevant consent and meets other conditions provided for in the Act, at the request of an authorised third party provider who conducts business activity in the scope of issuing payment instruments based on a payment card operating in accordance with the Act, the Bank shall immediately confirm the availability on the Account of the amount necessary to execute a payment transaction executed on the basis of that card.

CHAPTER V

USING THE FUNDS IN THE ACCOUNT

- 5.1.** The Account Holder may freely use the funds held in the Account, subject to the exceptions provided for in clause 5.2. of the Rules.
- 5.2.** The Bank shall carry out the Account Holder's instructions if the funds in the Account are sufficient for the instructions to be carried out and provided there are no restrictions on the use of the funds in the Account, subject to the terms of clause 5.3. of these Rules and also if a separate agreement concluded with the Bank allows the possibility of a debit balance in the Account.
- 5.3.** The Bank may carry out the Account Holders' instructions where there is a possibility of a debit balance occurring if amounts sufficient to carry out the instructions are ensured:
- by transfers to the Account that have not yet been recorded in the Account, but that have already been made to Bank;
 - by credit that has been granted, but not yet recorded in the Account;

- c) by funds from cash collateral that has been released or from a term deposit that has matured that have not yet been recorded in the Account, but whose maturity date falls on the date the instructions are to be carried out;
- d) by funds from transactions with a future value date;
- e) by funds from the settlement of securities transactions that have not yet been recorded in the Account whose settlement date falls on the date the instructions are to be carried out.

If a debit balance is not cleared by the end of the day in which such balance appeared in the Account, the Bank shall notify the Account Holder of the debit balance in the form of a statement. Such notification shall mean a summons to the Account Holder to pay the Bank an amount to clear the debit balance within 7 days. Unless otherwise agreed, the Bank may charge maximum interest for the delay as described in Civil Code over the period the Account has a debit balance. At the request of the Bank, the Account Holder shall provide his/her up-to-date annual financial statements (including audited consolidated and unconsolidated accounts, if prepared).

- 5.4.** If the Bank receives instructions from the Account Holder or when carrying out instructions originating from a third party (including other banks), it carries out such instructions based solely on the number of the Account shown in the instructions and does not verify whether the Account numbers are consistent with the beneficiaries of the transfer.
- 5.5.** The Bank may demand that the Account Holder provide additional oral or written explanations or provide documents that the Bank considers necessary for the instructions to be carried out.
- 5.6.** Subject to mandatory provisions of the law, including provisions regulating the performance of services by third party providers, the Bank may refuse to carry out the Account Holder's instructions that have been given (i) in a form other than that agreed with the Account Holder or with the use of documents other than the forms accepted by the Bank, (ii) through systems, carriers or devices not approved by the Bank, or (iii) with the use of procedures serving, for example, to initiate a payment instruction, that have not been agreed between the Bank and the Account Holder. The Bank may demand that the Account Holder communicates with the Bank in a specific way.
- 5.7.** In consideration of the security of the funds in the Account, the Bank may introduce security procedures with respect to each form in which the Account Holder gives instructions, and in particular, the Bank reserves the right to confirm over the telephone any instructions that result in debiting the Account. To confirm the instruction, the Bank shall telephone the persons indicated by the Account Holder in the applicable form within a time frame permitting to execute the instruction in accordance with clause 5.18. hereof. The Bank has the right not to carry out instructions if for any reasons it is unable to obtain confirmation over the telephone or if despite obtaining confirmation in the Bank's opinion such confirmation is not identical to the content of the instructions sent to the Bank.
- 5.8.** The Bank is open from Monday to Friday except for statutory holidays pursuant to Polish provisions of law on days off work ("**business day**").
- 5.9.** The Bank shall initiate executing the payment instruction on the day of receipt, and at the latest on the next business day following the receipt thereof, unless the Bank and the Account Holder agree that the execution of the payment instruction shall be initiated (i) on a specific date, (ii) at the end of a specified period. In the event when the funds in the Account are insufficient to execute the instruction given by the Account Holder, the execution of the payment instruction shall be initiated, and thus the instruction shall be deemed to be received, on the first day when the funds in the Account are sufficient to execute the instruction, subject to the availability of the funds in the Account within 3 business days from the date on which the Account Holder gave the payment instruction to the Bank. In the event where a payment instruction is received by the Bank (i) on a day that not a business day for the Bank, or (ii) on a business day but after the cut-off time communicated by the Bank on its website or in a separate notice, the instruction payment shall be deemed received by the Bank on the business day immediately following that day. The provisions of the previous sentence shall be applied accordingly to the determination of the moment when the funds transferred to the Account are received by the Bank.
- 5.10.** Instructions to make transfers in a currency other than the currency of the Account indicated in the instructions, shall be carried out as instructions to settle a payment with the Account indicated in the instructions after conversion into the currency of the Account according to the exchange rate at the Bank at the time the Bank carries out the instructions, unless the bank account agreement or a separate agreement between the Account Holder and the Bank stipulates otherwise.
- 5.11.** For payments into and withdrawals from the Account made in a currency other than the currency of the Account, the Bank's exchange rate in force at the time the Bank carries out the instructions shall be used for conversion purposes unless agreed otherwise between the Account Holder and the Bank.
- 5.12.** The Bank may specify an amount above which the Account Holder should declare its intention to make cash withdrawal by giving notice and the notice period, and also a list of currencies for which the Bank provides cash services in its specified locations. The Bank has the right to agree with the Account Holder on a disbursement limit for payment transactions carried out with the use of a payment instrument. The Account Holder may obtain information on the maximum amount and time limit for the notification of the withdrawal from locations of Bank Handlowy, over the telephone from CitiService consultants and on the Bank's website.
- 5.13.** In order for instructions to be carried out, the Account Holder must provide the Bank with full and accurate instructions to the extent required for carrying out in the Account the operation indicated in the instructions. In the case of instructions submitted via a third party, such instructions are given by the third party. The Bank is not obliged to verify the correctness and accuracy of the instructions provided. If instructions given are insufficient in the Bank's opinion, the Bank may refuse to carry them out.
- 5.14.** In each case the Account Holder shall be liable for the compliance of the instructions it has given with the law in force.
- 5.15.** The Bank shall promptly notify the Account Holder, in particular via the Network, over the telephone or by email, if it considers that it is unable to carry out the Account Holder's instructions.

5.16. In the event when a transaction is initiated by the Account Holder as the payer, the Account Holder shall not cancel or modify the instruction after its receipt by the Bank. A cancellation or modification of the instruction after its receipt is only possible with the consent of the Bank and on the basis of a separate instruction given by the Account Holder. The Bank has the right to charge the Account Holder for the cancellation or modification of a payment instruction. In case where the payment transaction is initiated by an authorized third party provider or by the recipient through the authorized third party provider, the Account Holder may not cancel the instruction after it had given consent to the authorized third party provider to initiate the payment transaction, or consent to the recipient to execute the payment transaction. In the case of a payment instruction regarding a payment transaction executed with a future date (including a standing order and a direct debit), the Account Holder may cancel or modify the instruction up to the business day preceding the date when the payment order is to be executed.

5.17. In each case when the instructions related to changing the currency of the money cannot be carried out for reasons due to the Account Holder, the Account Holder shall bear the costs related to accepting such instructions by the Bank, in particular the costs of ensuring by the Bank the specific currency amount for the given day and at the specific foreign exchange rate.

5.18. When executing a payment instruction given by the Account Holder in the currency of a Member State to a recipient whose payment services provider is located within a Member State, the Bank shall ensure that the amount of the payment transaction is credited to the account of that provider not later than:

- a) business day after the receipt of the payment instruction by the Bank, if the payment instruction (i) is in Polish zloty or Euro and addressed to an account of a payment service provider conducting business within the territory of the Republic of Poland, (ii) is in Euro and addressed to a payment service provider conducting business in another Member State, (iii) involves not more than one currency conversion between the Euro and the currency of a Member State outside the Euro area, provided that the required currency conversion is carried out in the Member State outside the Euro area concerned and, in the case of cross-border payment transactions, the cross-border transfer takes place in Euro;
- b) in all other cases, 4 business days after the receipt of the payment instruction by the Bank.

The periods referred to in (a) and (b) above may be extended by a further business day for payment transactions initiated by the Account Holder on paper (which, for the avoidance of doubt, includes payment transactions initiated by facsimile).

In the case of payment transactions other than specified above, when one of the payment services providers is located within the territory of the Republic of Poland or another Member State, and the second provider is located within the territory of another state, the periods referred to in (a) and (b) above are applied to those portions of the given payment transaction which are executed within the territory of the Republic of Poland or another Member State.

5.19. The Bank has the right to refuse to execute a payment instruction, including a payment instruction initiated through a third party provider or a payment instruction initiated by the recipient or through the recipient if (i) there is a reasonable suspicion that the instruction involves criminal activity, or (ii) there is a reason to believe that executing the instruction may result in violation of the contractual obligations arising from the bank account agreement, law, regulations, rules or other obligations applicable to the activities of the Bank, or (iii) the Account Holder does not have sufficient funds available to execute the instruction or executing the instruction (together with fees and commissions charged) would cause the existing limits to be exceeded or restrictions to be violated, or (iv) the instruction is unclear, illegible, incomplete, damaged, otherwise defective or not given in the required format, or (v) there is a suspicion that the entity submitting the instruction is not duly authorized to it or that the submission of such instruction is illegal, or (vi) in other cases as set out in the Rules and in the agreement made with the Account Holder. For the avoidance of doubt, in the case of instructions whose execution may result in violation of the contractual obligations arising from the bank account agreement, regulations, rules or other obligations applicable to the Bank's activity, the Bank shall also be entitled, at its own discretion, to block such an instruction, suspend its execution or screen it. If not prohibited by the applicable rules of law, the Bank shall deliver or make available to the Account Holder a notice of refusal to carry out a payment instruction, of blocking, suspension of execution or screening, in particular with the use of means of remote communication, through the debit transaction recipient or by electronic means. The Bank has the right to charge the Account Holder for the notice of refusal to carry out a payment instruction, provided that the refusal to carry out a payment instruction was justified.

5.20. The Bank has the right to block the possibility to use a payment instrument:

- a) for justified reasons relating to the security of the payment instrument;
- b) in connection with a suspected unauthorized use of the payment instrument or intentional causing;
- c) of an unauthorized payment transaction, or
- d) for a payment instrument with a credit facility, due to a substantial aggravation of the risk that the Account Holder will be unable to repay the incurred liabilities.

If not prohibited by the applicable rules of law and not undesirable for security reasons, the Bank shall immediately notify the Account Holder about blocking the possibility to use the payment instrument and the underlying reasons, in particular with the use of means of remote communication, through the debit transaction recipient or by electronic means.

5.21. For transactions involving cash deposits made to the Bank Account the Bank has the right to consider that the Account Holder expressed his/her consent to proceed with the transaction and to credit the funds to the Account.

5.22. The Bank has the right to amend, without prior notice to the Account Holder, the charging option indicated by the Account Holder in the payment instruction, in order to ensure that the instruction is carried out properly, in accordance with the Act.

5.24. The consent to execute the payment instruction may also be given through an authorized third party provider, the recipient or the recipient's service provider.

CHAPTER VI

INSTRUCTIONS IN WRITTEN FORM

- 6.1.** Insofar as the Bank and the Account Holder agree that instructions shall be given in writing, a payment instruction made in writing shall be considered authorized if the instruction bears signatures of the persons authorized to represent the Account Holder, in accordance with the specimen signatures card and the method of representation stated in that card, unless the Bank and the Account Holder agree otherwise. Instructions, including a payment instruction in writing, shall be deemed received, subject to clause 5.9., upon their delivery to a location of Bank Handlowy identified on the Bank's website as a location accepting such instructions.
- 6.2.** In the event that authority to give instructions is granted to a certain person or revoked in writing, the granting and revocation of such authority is effective towards the Bank once the Bank has ascertained that it is genuine.
- 6.3.** A payment transaction initiated by the Account Holder through the SWIFT system shall be deemed to be authorized if the Account Holder agreed to carry out the transaction by entering the payment instruction in the SWIFT system, so that the Bank could read its content.

CHAPTER VII

INSTRUCTIONS GIVEN VIA THE NETWORK

- 7.1.** As long as a relevant agreement provides for this, the Account Holder may give instructions via the Network.
- 7.2.** The Bank undertakes to provide access via the Network to the funds deposited in the Account and also to carry out operations or other activities specified, in particular, in the set up requests referred to in clause 7.13. of the Rules ordered by the Account Holder by giving relevant instructions or in agreements made with the Bank.
- 7.3.** The Bank provides to the Account Holder ongoing access to the information on all operations made in the Account, including those made with the use of the Network, and on the respective settlements and collected fees and commissions in the electronic form, on the basis of the respective requests.
- 7.4.** The information referred to in clause 7.3. above constitutes the electronic bank statement and is binding in relations between the Bank and the Account Holder.
- 7.5.** The Bank shall ensure uninterrupted operation of the Network on business days. At the same time, the Bank reserves the right to interrupt the operation of the Network for the purposes of maintenance work without prior notice to the Account Holder, which may result in a refusal to authorize or execute the instructions.
- 7.6.** The Account Holder shall only use the Network for the purposes specified in these Rules, including for the purpose of giving instructions in relation to the Account or to carry out other operations specified in these Rules and in the set up requests referred to in clauses 1.2. and 7.13. of the Rules or in agreements made with the Bank.
- 7.7.** The Account Holder shall not use the Network as a means of communicating with third parties unless the parties expressly agree to this in writing or this applies to authorized third party providers operating pursuant to the Act.
- 7.8.** Instructions for operations transferred via the Network shall be carried out within the time limits appropriate for individual types of instructions, in accordance with the Rules and terms and conditions of separate agreements concluded between the parties.
- 7.9.** The Account Holder hereby authorizes the Bank to execute the instructions of the Account Holder concerning the Account Holder's Account or the instructions to carry out other operations specified, in particular, in the set up requests referred to in clauses 1.2. and 7.13. of the Rules or in agreements made with the Bank.
- 7.10.** All instructions or statements and declarations (including declarations of intent) transferred to the Bank via the Network and authorized by the User shall be considered to be confirmed by the Account Holder and given to the Bank in a valid and effective manner. A payment instruction or a declaration (including a declaration of intent) made via the Network shall be considered to be authorized by the Account Holder provided that the User authorizes the execution by:
- logging into the system, entering the details of the payment instruction or elements of the declaration of intent (where required) and confirming the instructions by selecting an appropriate function button used to submit the payment instruction or declaration of intent to the Bank - if the Bank does not require the authorization by entering the correct authorization code, or
 - logging into the system, entering the details of the payment instruction or elements of the declaration of intent (where required) and confirming the instructions by selecting an appropriate function button used to submit the payment instruction or declaration of intent to the Bank and entering the correct authorization code - if the Bank requires the authorization by entering the correct authorization code. Particular authorization steps can be carried out by different users in accordance with their entitlements granted in line with the set up requests referred to in clauses 1.2. and 7.13. of the Rules.
- 7.11.** The Bank provides to the Account Holder the Network operating on the basis of the appropriate equipment and technical means enabling its installation and functioning, including: a PC class computer and Internet access. The Account Holder shall provide the appropriate equipment and technical means.

- 7.12.** The Bank shall make available to the Account Holder the authentication tools required by the Network - a hardware token (the Safeword card) and the mobile token (MobilePASS).
- 7.13.** To put into operation the functionality of the Network, the Account Holder shall duly fill out the requests provided or made available by the Bank for the set up of the Network, establishing the Users and assigning the entitlements.
- 7.14.** The functioning and use of the Network, including information and recommendations concerning the security of use of the Network, are described in relevant user guides (manuals) developed by the Bank and published at the Bank's websites, and in particular at www.citihandlowy.pl or www.citidirect.pl, or are published in the Network. Moreover, the user manuals define the specific rules of electronic identification of the Account Holder and the rules of conduct of the Account Holder in connection with access to the Account via the Network, as well as the security rules for online payments. Changes to the aforesaid manuals will be published by the Bank on the above websites or in the Network, of which the Account Holder will be notified by a message sent via the Network or to the email address of the User.
- 7.15.** Electronic identification of the Account Holder or the User involves in particular stating each time the appropriate name of the Account Holder or of the respective User and the appropriate password (including an automatically-generated password).
- 7.16.** The Bank undertakes to ensure to the Account Holder security of the operations carried out, with due diligence and with the use of the appropriate technological solutions.
- 7.17.** The Account Holder shall accept the technological solutions presented for the Network as appropriate and ensuring security of the operations carried out with the use of the Network.
- 7.18.** To ensure security of the operations ordered via the Network, the Account Holder undertakes not to disclose any information on Network operation, in particular the information whose disclosure may cause ineffectiveness of the mechanisms ensuring security of the operations ordered via the Network.
- 7.19.** If the Account Holder or the User discloses the information referred to above to third parties and if third parties perform any operation with the use of the Network, or other activities as specified in particular in the set up requests referred to in clause 7.13. or in agreements made with the Bank, the Account Holder shall be exclusively charged for such operations or for the results of such activities.
- 7.20.** In the case of any unusual events involving the security of access to and use of the Network, the Bank shall inform the Account Holder as regards the correct and secure use of the Network using at least one of the following secure communication channels:
- a communication on the Bank's websites, including www.citidirect.pl, www.citihandlowy.pl or
 - a message displayed upon logging into the Network; or
 - via CitiService or CitiDirect Helpdesk.
- 7.21.** Any message concerning the correct and secure use of the Network communicated on behalf of the Bank by any channel other than those listed above should not be considered credible by the Account Holder or by the User. In particular, the Bank never emails any requests to the Account Holder or to Network Users asking to disclose the authentication data needed to log into the Network.
- 7.22.** In the event of a suspicion that a fraudulent transaction (in particular, theft of the authentication tool and its unlawful use) or a suspicious event, or any unusual situation during the use of the Network has occurred, the Account Holder or the User shall notify the Bank of the above.
- 7.23.** The Account Holder and the Network User must in particular:
- store and protect the authentication tool or another device required for the Network and their PIN code with due diligence;
 - must not store the authentication tool or another device required for the Network together with the PIN code;
 - must not make available the authentication tool or another device required for the Network or their PIN code to unauthorized persons;
 - protect the authentication tool or another device required for the Network and the PIN code against loss, theft or destruction;
 - use the authentication tool or another device required for the Network according to its intended purpose;
 - store the documents related to the operations and make available such documents to the Bank for the purpose of documenting potential complaints;
 - use legal and up-to-date versions of the operating system, web browsers, software, including anti-virus software and a firewall installed on the devices used to communicate with the Bank, including in particular use of the Network;
 - ensure that the anti-virus software and firewall are updated automatically from the web or from the local repository, and also that the anti-virus software has an automatic alert function (informing the User about e.g. the presence of a virus in an electronic mail message, a hacking attempt, etc.);
 - scan the device used to communicate with the Bank, including in particular use of the Network to ensure protection against viruses and other malware (e.g. Trojans) each time the device is started up or an external data carrier is connected to it.
- Additionally, the Bank recommends to the Account Holder to create a procedure concerning the safe use of devices for communicating with the Bank, including in particular the use of the Network, required to be followed by the Account Holder, and that the staff should be trained in this respect on an on-going basis.
- 7.24.** In the case of loss, theft or disclosure of data, the authentication tool, the PIN code or another device required appropriately for the Network, or of a suspicion of a breach of confidentiality of the PIN code, the Bank must be immediately contacted by the Account Holder or Network User to block the access to the Network at the telephone numbers provided on the Bank's websites, including at www.citidirect.pl or www.citihandlowy.pl.

- 7.25.** In order to unlock a transaction or Network access, which has been locked pursuant to clauses 5.20. or 7.24., the Account Holder or User should contact CitiService at the telephone number provided on the Bank websites. In the event that the block has been engaged as a result of the loss of the authentication tool, the Account Holder shall fill in a relevant set up request and deliver the request to the Bank.
- 7.26.** The blocked authentication tool or another device required for the Network cannot be used without the consent of the Bank.
- 7.27.** Computer hardware the Account Holder intends to use for co-operating with the Network should meet the requirements defined by the Bank and may be subject to acceptance by the Bank.
- 7.28.** The Bank advises that it uses cookies as part of the Network to ensure its correct operation and to remember Users' preferences. The Bank warrants that the cookies do not retain Users' personal data. Users will not have access to certain functionalities of the Network if they do not consent for the cookies to be installed. The detailed information in this respect can be found on the website www.citihandlowy.pl, in the section concerning the privacy rules.
- 7.29.** The Bank applies security measures regarding the operating risks and security risks of payment services provided by the Bank. Security risks may be related to inappropriate or unreliable procedures or external events, which have or may have negative influence on the availability, integrity and confidentiality of information and communication systems, or on the information used by the Bank to provide payment services. The security risks involves, among others, risk resulting from cyber attacks or insufficient physical security. In the event of occurrence of a serious operating incident or an incident related to the Bank's security, including an incident of telecommunication and IT nature, which affects or may affect the financial interests of the Account Holder, the Bank:
- a) notifies the Account Holder using the Bank's payment services of the incident without undue delay, and
 - b) informs the Account Holder of available means that the Account Holder may implement to limit the negative consequences of such incident.

Depending on the nature and criticality of the incident referred to above, the Bank contacts the Account Holder through communication channels referred to in clause 7.20 of the Rules. The Bank may also use other communication channels to ensure effective communication with the Account Holder. The incident referred to above shall be understood as an unexpected event, which has a negative influence on the integrity, availability, confidentiality, authenticity or continuity of the provision of payment services by the Bank, or one that results in a significant probability of such influence, or as a series of such events.

- 7.30.** The Bank, upon the request of the Account Holder, informs the Account Holder of attempted or failed attempts to execute a payment transaction through communication channels referred to in clause 7.20 of the Rules.
- 7.31.** The Account Holder may file a complaint regarding the issues of security of payment services provided by the Bank.

CHAPTER VIII

INSTRUCTIONS GIVEN THROUGH TESTED FAXES

- 8.1.** If a relevant agreement provides for this, the Account Holder may give instructions concerning the Account by tested fax on the terms set forth herein.
- 8.2.** A payment instruction made by fax shall be considered to be authorized if (i) the instruction bears signatures of the persons authorized to represent the Account Holder, in accordance with the specimen signatures card and the method of representation stated in that card, (ii) the instruction has been transmitted from the fax number indicated by the Account Holder in the relevant authorization and (iii) the instruction contains the code referred to in clause 8.3. below.
- 8.3.** Each set of instructions sent by fax shall contain a confidential code that the Bank shall provide to the Account Holder. Keys shall be generated according to the procedure given in the Instructions on the Use of Keys ("**Instructions**") that the Account Holder receives from the Bank. It is only the Account Holder and appointed by the Account Holder persons that can use the keys, subject to compliance with confidentiality procedures.
- 8.4.** The Bank may treat all instructions sent by fax as described in clause 8.3. above as the Account Holder's formal instructions.
- 8.5.** The Bank may confirm, over the telephone, the Account Holder's instructions given by fax. The Bank may refuse to carry out instructions if for any reason it is unable to confirm instructions over the telephone or if despite confirmation in its opinion the confirmation is not identical to the content of the instructions faxed to the Bank. The Bank may refuse to carry out instructions given by fax also if in any way they are not consistent with the procedures agreed between the Bank and the Account Holder.
- 8.6.** All keys generated by the Account Holder shall be valid only once the Bank has received confirmation of receipt of the Instructions signed by authorized representatives of the Account Holder, whereby this confirmation may not be provided to the Bank later than 14 days after the Account Holder receives the Instructions. The Account Holder may generate the first key after the Bank employee has provided the Account Holder with the code necessary for generating the key.
- 8.7.** To use the option to give instructions by tested fax, the Account Holder must have a telephone with the tone dialing function and call the relevant number indicated by the Bank.

CHAPTER IX

INSTRUCTIONS GIVEN OVER THE TELEPHONE

- 9.1.** If a relevant agreement - including in particular the bank account agreement - provides for this, to the extent agreed with the Bank the Account Holder may give instructions concerning the Account and obtain information on the balance of the Account, over the telephone, including with use of the automatic Account Holder identification system ("**IVR Automatic Banker**").
- 9.2.** The Bank may record all the Account Holder's telephone instructions or telephone conversations with the Account Holder on a recording carrier of the Bank's choice. Calls are recorded to ensure the security of the funds in the Account and if the Account Holder chooses not to provide written confirmation as provided for in clause 9.3. below, the recordings shall be the only evidence that instructions have been given.
- 9.3.** A payment instruction given over the telephone shall be considered to be authorized if the identity of the person authorized by the Account Holder has been confirmed on the basis of questions concerning the identification data provided beforehand, and, if required, the authorized person gives the correct password. The Bank shall confirm the Account Holder's telephone instructions in writing in a statement or in another form of the Bank's choice, unless the parties agree otherwise in writing.
- 9.4.** Telephone instructions given by the Account Holder to the Bank authorize the Bank to prepare written confirmation of the Account Holder's instructions. This confirmation shall be an accounting document in the meaning of accountancy provisions.
- 9.5.** The carriers containing the recordings of telephone instructions and also written confirmation of these instructions shall be archived pursuant to general provisions on the duration and method of archiving banking documents.
- 9.6.** The Account Holder may obtain information on the balance of the Account, the most recent operations carried out, exchange rates in force, interest on term deposits and the time limits in which transactions given through IVR Automatic Banker are effected, after the Bank has issued persons authorized by the Account Holder with an appropriate identity card and a PIN code, on the basis of prior verification of the password previously assigned by the Account Holder or otherwise, in line with the bank account agreement.
- 9.7.** To use the option to give instructions over the telephone, the Account Holder must have a telephone with the tone dialing function and call the relevant number indicated by the Bank.

CHAPTER X

ELECTRONIC MAIL

- 10.1.** Unless otherwise agreed with the Account Holder, the Bank shall provide the Account Holder with services by email to the extent and on the conditions set forth in these Rules.
- 10.2.** The Bank shall send email messages to the addresses provided by the Account Holder when arranging the method, conditions and rules for the provision of services by electronic means. The Bank and the Account Holder also accept the possibility of mutual exchange of information subject to banking secrecy by means of non-encrypted electronic mail. The Bank shall not be held liable for any losses arising from the use of such non-encrypted electronic mail unless the errors are attributable to intentional fault of the Bank.
- 10.3.** The Account Holder shall ensure that persons capable of receiving emails sent to the addresses given by the Account Holder have been authorized by the Account Holder to receive the information contained in the emails.
- 10.4.** The information emailed by the Bank shall be sent in the format agreed with the Account Holder, with the provision that the Bank has the right, in justified circumstances, to change the format in which the data is to be transmitted. The Account Holder shall be notified of a change of format in the first message sent in the new format.
- 10.5.** The security of the information contained in attachments to a message sent by the Bank by email may be ensured, subject to the Bank's consent, by the use of a password provided by the Account Holder when arranging the method, conditions and rules for the provision of services by electronic means. The Account Holder may change this password by emailing a relevant application or by filling in a relevant electronic form, stating that the application relates to a change of the terms on which the service is provided and indicating the new password. The Bank shall be obliged to commence the use of the new password within five business days of receiving such application.
- 10.6.** The Account Holder shall not make the password available to third parties and bears sole liability for damage caused by the Account Holder's disclosing the password to any third party.
- 10.7.** The Account Holder shall use all appropriate measures to secure access to the receipt of email sent to the address indicated by the Account Holder.
- 10.8.** Information sent by email shall be deemed delivered once entered in the electronic communication means in such a way that the Account Holder can read it.
- 10.9.** The Account Holder shall ensure that its mailbox has the space to receive the messages sent by the Bank as part of the services provided by email.
- 10.10.** To use email services, the Account Holder must have electronic equipment with PC class functions, an Internet connection, an email application and (if applicable) a program ensuring compatibility with the attachment format.

DIRECT DEBIT

- 11.1. The Bank shall make the direct debit service available to the Account Holder, as the debit transaction recipient ("**Creditor**"), the terms of which shall be set out in a separate agreement. The Bank shall make the direct debit service available to the Account Holder, as the payer provided that it has obtained the prior consent from the Account Holder to debit their Account with the amount of the transaction initiated by the Creditor ("**Mandate**") as specified in clause 11.2. below, and provided that other conditions that may arise from the rules of provision of the direct debit service used on the inter-bank market are met.
- 11.2. Subject to the last sentence in this clause, the Bank shall commence the provision of the direct debit service within 3 business days from obtaining the Mandate and satisfying any additional conditions that may arise from the rules of provision of the direct debit service used on the inter-bank market. The Mandate should contain, as a minimum, the Account number, the name and signature of the payer, the name of the Creditor and the following features as agreed with the Creditor: the unique ID of the Creditor and the unique ID of payment transactions arising from the given legal relationship between the payer and the Creditor. In the event of direct debit transactions in Euro ("**SEPA Direct Debit**") under the Business to Consumer ("**CORE**") scheme, the Mandate shall be given by the payer to the Creditor only, 5 business days before the value date at the latest.
- 11.3. Giving the Mandate and submitting the consent to the Bank (or, for SEPA Direct Debit under the CORE scheme - submitting to the Creditor) shall be equivalent to the authorization made by the Account Holder as the payer for all subsequent payment instructions initiated by the Creditor under the direct debit service until the Mandate is cancelled, in accordance with the provisions of the Rules.
- 11.4. The Account Holder may cancel the Mandate, with the exception of SEPA Direct Debit under the CORE scheme.
- 11.5. A mandate cancellation request of the Mandate made by the Account Holder should contain, as a minimum, the Account number, the name and signature of the payer, the name of the Creditor and the following features as agreed with the Creditor: the unique ID of the Creditor and the unique ID of payment transactions arising from the given legal relationship between the payer and the Creditor.
- 11.6. The Bank shall discontinue the provision of the direct debit service within 3 business days from obtaining a mandate cancellation request of the Mandate.
- 11.7. With the exception of SEPA Direct Debit, the Account Holder may submit within 5 business days from the day on which his/her Account is debited an instruction to refund an authorized transaction carried out under the direct debit service ("**A Refund Request**"). A Refund Request can be given either in writing to the address provided on the Bank's website or via the Network.
- 11.8. For SEPA Direct Debit transactions, a Refund Request can only be submitted in respect of SEPA Direct Debit under the CORE scheme. In that case, the Refund Request can be submitted within 8 weeks of the day when the Account of the Account Holder is debited. It is not possible to make a Refund Request with respect to SEPA Direct Debit under the Business to Business ("**B2B**") scheme. A Refund Request can be given in writing only.
- 11.9. The Refund Request should contain, as a minimum, the Account number, the unique ID of the Creditor and the unique ID of payment transactions arising from the given legal relationship between the payer and the Creditor, as well as the amount debited from the Account and the day when the Account was debited.
- 11.10. With the exception of SEPA Direct Debit transactions, the Account Holder may, at the latest by the end of the business day preceding the date on which the Account is to be debited, cancel the not yet executed payment transaction under the direct debit service ("**Cancellation Statement**"). A Cancellation Statement can be given either in writing to the address provided on the Bank's website, or via the Network.
- 11.11. The Cancellation Statement should contain, as a minimum, the Account number, the unique ID of the Creditor and the unique ID of payment transactions arising from the given legal relationship between the payer and the Creditor, as well as the planned date on which the Account is to be debited.
- 11.12. The Cancellation Statement shall not be considered to be a mandate cancellation request of the Mandate.
- 11.13. The Bank has the right to refuse to carry out a payment transaction involving debiting the Account under the direct debit service, in particular in the following situations:
- the funds in the Account are insufficient to cover the full direct debit transaction value,
 - the Account is closed,
 - no Mandate has been given,
 - a mandate cancellation request of the Mandate has been given,
 - the data provided in the Mandate does not match the data provided in the payment instructions initiated by the Creditor,
 - a Cancellation Statement has been made.

CLOSED CASH DEPOSITS

- 12.1. If this is agreed with the Account Holder, the Bank shall provide the service of accepting deposits of cash originating from the takings of commercial units of the Account Holder, in the closed form ("**Cash Deposit**").
- 12.2. The agreement on the execution of instructions in the form of Cash Deposits shall be entered into by signing a separate agreement or, when this is provided for in the bank account agreement, through delivery by the Account Holder to the Bank of the correctly completed Cash Deposit application ("**Application for Opening Closed Deposits**"), and accepting this application by the Bank.
- 12.3. The Account Holder shall previously agree with the Bank the locations where Cash Deposits will be made. The Account Holder may arrange with the Bank that Cash Deposits will be made through locations of the Bank or ADM. The Account Holder accepts hereby the fact that adding new locations may result in an increase of the commissions on Cash Deposits, about which the Bank shall inform the Account Holder.
- 12.4. The Account Holder gives his/her consent to make a Cash Deposit through a location of Bank Handlowy (the Cash Deposit shall be considered to be authorized by the Account Holder) by delivering the Cash Deposit to the Bank, i.e. handing the package to an employee of Bank.
- 12.5. The Account Holder gives his/her consent to make a Cash Deposit through ADM (the Cash Deposit shall be considered to be authorized by the Account Holder) by dropping the package into an ADM unit.
- 12.6. In the case of changes of locations where the Cash Deposits are made, the Bank shall inform the Account Holder about the address of the new location by a letter or via the Network.
- 12.7. Packages with Cash Deposits should be packed in a secure tamper-evident envelope (without additional marking) and described in accordance with the provisions of clause 12.8. below.
- 12.8. The package should be described by placing the following data on it: name of the Account Holder, location of the location of Bank accepting the deposit (address) and identification number of the package, and should include the Electronic Deposit Slip ("**eDeposit Slip**") or the Bank Deposit Slip ("**Deposit Slip**"). The original eDeposit Slip or the Deposit Slip should be placed at the package with the cash in a manner visible without opening the package. At least two copies of the eDeposit Slip or Deposit Slip should be placed inside the package. The package content should be consistent with the amount and specification indicated in the eDeposit Slip or Deposit Slip.
- 12.9. Cash Deposits shall be made in the form of banknotes sorted by their nominal amount and ordered (obverse-reverse) held by a paper band or a rubber band (holding the whole Cash Deposit or only the individual denominations together) so that the banknotes cannot move.
- 12.10. Each package with the Cash Deposit should contain banknotes for an amount not lower than PLN 5,000 in one secure envelope.
- 12.11. The Bank may refuse to accept and process a Cash Deposit (i) if the Bank believes that the Account Holder will not comply with any of the rules specified in clauses 12.7. to 12.9., (ii) if the Bank believes that opening or counting the package containing such a Cash Deposit may pose a risk to health, life or property (e.g. contaminated package), (iii) in other situations specified in the Rules or in the agreement with the Account Holder.
- 12.12. The banknotes cannot be excessively worn out, damaged, with illegible numbers and serial markings.
- 12.13. For banknotes that fail to meet the requirements referred to in clause 12.12. above, the Bank (i) will refuse to accept and process the Cash Payment to that extent, (ii) will issue a discrepancy statement protocol ("**Discrepancy Statement Protocol**") and deliver it to the Account Holder indicating the amount of the worn out/damaged banknote and (iii) will hand over the worn out/damaged banknote to the National Bank of Poland for replacement. Upon the receipt of the funds from the National Bank of Poland, the Bank will transfer these funds to the Account, in accordance with the rules and amounts specified in the ordinance laying down the detailed rules and procedure for the replacement of banknotes and coins that are no longer a legal tender currency within the territory of the Republic of Poland due to wear or damage. The Bank shall return worn out/damaged banknotes that have not been replaced by the National Bank of Poland to the Account Holder, sending them by registered mail to the Account Holder's mailing address provided in the bank account agreement.
- 12.14. If in the eDeposit Slip or the Deposit Slip the amount expressed in digits is different than the amount expressed in words, the amount expressed in words shall be considered binding.
- 12.15. The exclusive proof of making the Cash Deposit and confirmation of crediting of the Account shall be the bank statement or a copy of the Discrepancy Statement Protocol. On request of the Account Holder, the Bank shall release to the Account Holder the authenticated copy of the eDeposit Slip or Deposit Slip, for an additional fee.
- 12.16. The Discrepancy Statement Protocols shall be drawn up, apart from the case described in clause 12.13. above, if a difference of at least PLN 50 is found in the Cash Deposit and they constitute the exclusive proof of finding such a shortage, surplus or counterfeit. If a difference at a lower amount is found in the Cash Deposit, the exclusive proof of finding a shortage, surplus or counterfeit shall be the bank statement. The Discrepancy Statement Protocols shall be delivered in writing, by e-mail or via the Network.
- 12.17. Unless the Bank and the Account Holder agreed otherwise, the Bank shall credit to the Account the amount of the actual content of the package (the amount after counting the Cash Deposit).

- 12.18.** If the account specified by the Account Holder in the eDeposit Slip or the Deposit Slip is different than the account specified by the Account Holder in the Application for Opening Closed Deposits or in the Agreement on Acceptance of Cash Deposits, and also when the correct account is not specified in the eDeposit Slip or the Deposit Slip, the Bank shall be authorized to credit the account specified in the Application for Opening Closed Deposits or in the Agreement on Acceptance of Cash Deposits.
- 12.19.** The risk of loss or damaging of Cash Deposits shall be transferred to the Bank upon confirmation of acceptance of such Cash Deposits by the authorized employee of the Bank in the eDeposit Slip or the Deposit Slip, or if Cash Deposits are transferred to the authorized representative of a different location of Bank Handlowy, upon confirmation of their receipt in the collector's report. The employee of the location of the Bank Handlowy confirming the Cash Deposits affixes the date stamp to the payment slip or in the collector's report, along with an annotation "accepted without counting", noting down the number of packages and the date and time of the deposit, and signs the payment slip.
- 12.20.** The commission on Cash Deposits shall be calculated at the end of each month and debited from the account specified in the Application for Opening Closed Deposits or in the Agreement Acceptance of Cash Deposits, by the 5th business day of the next month.
- 12.21.** If there are insufficient funds for collecting the fees and commissions by the Bank on the date of charging the Account Holder with fees and commissions, the Bank may suspend the provision of the Cash Deposit service.
- 12.22.** In connection with the applicable regulations concerning the prevention of introducing assets from illegal or undisclosed sources into the financial market in accordance with the provisions of the Act on Counteracting Money Laundering and Terrorism Financing, the Account Holder hereby indicates each of the persons specified in the specimen signatures card for the account which is used to be credited with the Cash Deposit amount as the person responsible for making the instructions to make Cash Deposits within the meaning of the above Act.

CHAPTER XIII

CASH DEPOSITS AND WITHDRAWALS AT THE POST OFFICE

CASH DEPOSITS AT THE POST OFFICE

- 13.1.** Subject to prior arrangement with the Account Holder, the Bank shall provide the service of accepting open cash deposits in Polish zlotys through indicated locations of the Polish Post Poczta Polska S.A., ("**Post Office**") on the days and during the business hours of the given Post Office location, in accordance with the information available on the website of the Bank ("**Post Office Deposits**").
- 13.2.** To use the Post Office Deposits service, a separate agreement shall be signed or if the bank account agreement provides for such a service, the Account Holder shall indicate in the agreement the Account to be used for Post Office Deposits. The Account Holder shall indicate a separate Account for the Post Office Deposits made by the Account Holder, and for the Post Office Deposits made by third parties for the Account Holder. Where any third parties are to make Post Office Deposits, the Account Holder shall indicate to them only the Account indicated to the Bank as the Account for Post Office Deposits.
- 13.3.** The Post Office Deposits service shall be activated within 15 days of signing the relevant agreement pursuant to clause 13.2. above.
- 13.4.** Post Office Deposits shall be made using the Postal Deposit Slip ("**PDS**"). The PDS document shall constitute an authorization for the Post Office Deposit and shall be deemed as evidence of making the Post Office Deposit.
- 13.5.** Post Office Deposits shall be posted to the indicated Accounts not later than on the first business day after the Post Office Deposit was made.
- 13.6.** Any fees and charges on the Post Office Deposits shall be accrued in accordance with the Banking Fee Schedule, and shall be collected from the Account by the 5th business day of the following month.

CASH WITHDRAWALS AT THE POST OFFICE

- 13.7.** Subject to prior arrangement with the Account Holder, the Bank shall provide the service of open cash withdrawals in Polish zlotys through indicated locations of Polish Post on the days and during the business hours of the given Post Office location, in accordance with the information available on the website of the Bank ("**Post Office Withdrawals**").
- 13.8.** The agreement regarding the Post Office Withdrawals service is concluded as a separate agreement ("**Post Office Withdrawals Agreement**") or if the bank account agreement provides for such a service, the Account Holder submits a duly completed request for Post Office Withdrawals to the Bank for approval.
- 13.9.** In order to make the Post Office Withdrawal, the Account Holder shall use the Network to make a funds transfer from the Account indicated in the Post Office Withdrawals Agreement to the agreed technical account of the Bank ("**Withdrawal Order**"). The Withdrawal Order presented to the Bank via the Network and authorized by the User shall be deemed as confirmed by the Account Holder and duly presented to the Bank. The Withdrawal Order shall contain all the elements required under the Post Office Withdrawals Agreement. An incorrectly completed Withdrawal Order can make Post Office Withdrawals impossible.
- 13.10.** The time of receiving the Post Office Withdrawal instructions is the time when the Bank receives the Withdrawal Order via the Network. The Withdrawal Order shall be irrevocable once the agreed Account has been credited with the transfer amount.
- 13.11.** On receipt of the Withdrawal Order, the Bank shall advise the individual indicated by the Account Holder that the Post Office Withdrawal is available, specifying the transaction identification number ("**ID**") by e-mail or a text message, or as otherwise contractually agreed with the Account Holder. The ID shall be assigned and passed on to the Account Holder or to another person indicated by him not later than on the next business day after submission of the Withdrawal Order.

- 13.12.** A Post Office Withdrawal shall be available in the locations specified in the Post Office Withdrawals Agreement from the time of assigning of the ID to the date of expiry of the Withdrawal Order indicated in the agreement.
- 13.13.** To make the Post Office Withdrawal, the Account Holder shall produce his/her identity document indicated in the Withdrawal Order and shall specify the ID of the particular Post Office Withdrawal.
- 13.14.** The Post Office Withdrawal may be executed subject to availability of sufficient cash at the given Post Office location. If the Post Office Withdrawal cannot be executed due to the lack of cash, the Post Office location shall agree a different date for making the Post Office Withdrawal or another Post Office location shall be indicated where the Post Office Withdrawal can be made.
- 13.15.** If the amount of the Post Office Withdrawal is not collected before the ID expiry date, the Bank shall return the Post Office Withdrawal amount to the Account indicated in the Post Office Withdrawal Agreement by the date specified in the Post Office Withdrawal Agreement.
- 13.16.** If the available balance of cash is insufficient to cover the fees and commissions payable to the Bank under the Post Office Withdrawals agreement on the due date, the Bank may suspend the Post Office Withdrawals service.

CHAPTER XIV

TERM DEPOSITS

- 14.1.** If it is provided for in the agreement between the Account Holder and the Bank, the Account Holder may submit, using the valid application form, the instructions of opening and carrying a deposit ("**Deposit**") in zlotys and freely convertible currencies. Subject to clause 14.8. of these Rules, requests shall be made in the form provided for in the bank account agreement.
- 14.2.** The Deposit agreement shall be concluded on the terms and on the day agreed with the Bank, specified in the application form as the day of Deposit opening. The Deposit Agreement, if not renewed, shall be terminated on the last day declared in the application form, except that in the case of the overnight Deposit, the last day of the agreement term shall always fall on the first business day after the day of Deposit opening.
- 14.3.** Deposits, unless individual terms and conditions of the Deposit have been agreed, bear interest at the interest rate in force in the Bank on the first day of the Deposit agreement term. Deposits opened in Polish zlotys may bear interest at a variable or fixed interest rate. Deposits opened in a different freely convertible currency bear interest at a fixed interest rate. The provisions of clause 3.2. of the Rules shall apply to changes of the interest rate.
- 14.4.** The Deposit, except an overnight Deposit, may be renewed each time for the subsequent period upon consent of both parties. The application for Deposit renewal must be submitted to the Bank not later than one business day before the end of the Deposit agreement term. The Deposit renewed for the subsequent Deposit agreement term bears interest at the interest rate in force in the Bank on the first day of this term.
- 14.5.** The amount intended for Deposit opening should be present in the Account Holder's Account on the business day on which the Deposit is to be opened.
- 14.6.** Deposit opening shall be confirmed in the bank statement.
- 14.7.** The Bank shall establish and communicate on the Bank's website and over the telephone via the dedicated "**Depozyty**" call center:
- the minimum amount of the Deposit;
 - the currencies in which the Deposits are opened;
 - the periods for which the Deposits are opened;
 - the currently valid interest rate for Deposits;
 - the minimum Deposit amount from which the Bank may agree with the Account Holder the individual conditions of the Deposit, covering the period, the amount and the interest rate on the Deposit.
- 14.8.** Having submitted to the Bank the request for opening Deposits on the basis of telephone instructions and having obtained the approval of this request by the Bank, the Account Holder may place telephone instructions of opening and operation, renewal and termination of Deposits, but except a frozen deposit and an automatic overnight Deposit.
- 14.9.** The Bank is not obliged to open a Deposit on the basis of a telephone instruction given by the Account Holder if the Bank and the Account Holder do not agree the terms of opening the Deposit. In particular, the following must be agreed between the Account Holder and the Bank in order for a Deposit to be opened, operated, terminated or renewed on the basis of the Account Holder's telephone instruction in accordance with the request referred to in clause 14.8 above:
- the number of the Account in the Bank from which the funds intended for the Deposit originate;
 - the amount and currency of the given Deposit;
 - the period for which the Deposit is opened;
 - the interest rate on the Deposit;
 - the period for which the Deposit is renewed;
 - the day on which the Deposit is to be closed; or
 - the amounts of the fees.

The Bank and the Account Holder shall agree the above-specified terms over the telephone, and if they do not agree them in the above manner and the Bank has agreed to open a Deposit, the terms shall be determined on the basis of the provisions of the request referred to in clause 14.8. of the Rules and other agreements entered into between the Bank and the Account Holder.

- 14.10.** Save for the case of early termination of the Deposit by the Account Holder, the interest shall accrue on the Deposit for the actual number of days of the period for which the Deposit amount remains in the Bank, counting from the day of Deposit opening to the day preceding the last day of this period, inclusive.
- 14.11.** Submitting the instruction to withdraw or transfer the Deposit amount or its part before the end of the Deposit agreement term results in lowering of the interest rate to the level stipulated by the Bank in the Table of Interest Rates on Deposits.

CHAPTER XV

SCOPE OF BANK'S LIABILITY

- 15.1.** The Bank is a joint stock company duly formed and existing in accordance with the law of the Republic of Poland. The actions carried out by the Bank and the services it provides are governed by the law of the Republic of Poland.
- 15.2.** The Bank shall be liable for damage arising from a failure to perform or inadequate performance of its obligations unless such non-performance or inadequate performance is the result of circumstances for which the Bank is not responsible, in particular the Bank shall not be liable for damage caused by:
- a failure to fulfil its obligations caused by the action of force majeure. Force majeure means any event occurring for reasons beyond the Bank's control and includes, inter alia, the actions of public authorities, strikes, natural disasters, riots, acts of war, and acts of terror;
 - events under the Account Holder's influence or control, including those that are the consequence of the Account Holder's failure to perform or inadequate performance of the terms of these Rules or bank account agreement or other agreement to which the Rules apply;
- 15.3.** The Bank shall not be liable towards the Account Holder for a reduction in the value of the funds in the Account Holder's Account or for lack of access to such funds in connection with restrictions on currency conversion or currency transfers resulting from a decision of the Polish authorities or for any similar events beyond the Bank's control, and no location, subsidiary or affiliate of Citigroup Inc. shall be liable for such events.
- 15.4.** In the event when the payment instrument has been used by an unauthorized person, and the Account Holder fails to provide evidence to the contrary, it shall be considered that the payment instrument was stored by the Account Holder in such a way that permitted unauthorized access and, if the personalized security features of the payment instrument were used in the correct manner, it shall be considered that the Account Holder failed to take the necessary measures to protect the integrity of the personalized security features of the payment instrument.

CHAPTER XVI

CURRENCY TRANSACTIONS, FOREIGN PAYMENTS

- 16.1.** The Bank shall make foreign payments and currency transactions in accordance with the provisions of foreign exchange law in force in the Republic of Poland on the date such a payment is made. If the Account Holder submits incomplete documentation or documents that are not originals for the purpose of a transfer that requires foreign exchange control, the Account Holder shall provide additional documentation pursuant to the requirements of foreign exchange law. The Bank shall carry out the Account Holder's instructions based on the documents in its possession, if in the Bank's opinion they are sufficient in light of foreign exchange law provisions.
- 16.2.** Unless agreed otherwise, the Bank shall not be liable for any losses of the Account Holder arising from exchange rate changes when foreign payments are made and currency transactions are entered into.
- 16.3.** The rates announced on the Bank's website or given over the telephone by bankers or CitiService consultants, or communicated by email are for information purposes only and are subject to change during the day unless the Bank undertakes to use a given rate or the parties determine other rates.
- 16.4.** If the Account Holder gives the Bank instructions requiring, pursuant to foreign exchange law in force, that the Bank carry out control, the Account Holder shall state the reason for the payment or submit documents required pursuant to the provisions of foreign exchange law in force.
- 16.5.** The Bank may choose, at its discretion, a correspondent that is a third party or an agent and use the services of the correspondent or agent to the extent necessary for the Bank to fulfil its obligations in respect of the maintenance of the Account.

CHAPTER XVII

TAX STATUS

- 17.1.** Each Account Holder that does not have a seat or management board in Poland or is subject to a limited tax obligation as defined in tax provisions shall submit the following documents and declarations when concluding the bank account agreement:
- a) a declaration on its tax status;
 - b) a tax residence certificate issued by the tax authority relevant to the location of the Account Holder's tax residence.
- 17.2.** If the Account Holder referred to in clause 17.1. above fails to submit the said declarations and certificates, the Bank shall transfer to the tax office income tax on the interest earned on the funds held in the Account in the amount determined by provisions, irrespective of any other terms of an agreement on the avoidance double taxation concluded by the Republic of Poland and the country in which the Account Holder has its tax residence.

CHAPTER XVIII

BANKING SECRECY, CONFIDENTIALITY

- 18.1.** The Account Holder hereby consents to the disclosure by the Bank to the subsidiaries, dominant or affiliated entities of the Bank and Citigroup Inc., indicated in the list available at www.citihandlowy.pl/clientzone, the information and documents provided by the Account Holder, including such information and documents that enable assessment of the Account Holder's creditworthiness, concerning cooperation between the Account Holder and the Bank, information on receivables, terms and conditions of making products available, including price conditions, all transactions performed, turnovers and balances in the Account, as well as information about the Account Holder which have been created or processed by the Bank as part of the Bank processes.
- 18.2.** The Account Holder shall keep confidential all technical, technological, trade or organizational information not in the public domain that it has obtained during its co-operation with the Bank and that could be a business secret of the Bank, in particular with respect to information that Bank has stipulated is a secret of the Bank. The Bank shall consider a breach of this term as a material default on the Account Holder's obligations.

CHAPTER XIX

SET-OFFS, RIGHTS IN THE CASE OF A FAILURE TO PERFORM OBLIGATIONS

- 19.1.** To the extent permitted by law, the Bank may set off its claims from the Account Holder against the Account Holder's claims from the Bank.
- 19.2.** The Account Holder acknowledges and agrees that all positive balances of the Account shall be used to cover the Account Holder's obligations towards the Bank. The Account Holder irrevocably authorizes the Bank to collect from the Account, without giving advance notice, funds in amounts corresponding to the Account Holder's liabilities towards the Bank on the dates they become due and to credit the amounts collected towards the repayment of these liabilities.

If the balance of the Account makes it impossible to collect the fees payable to the Bank on their due dates, the Bank shall reflect the amounts of the fees accrued and payable to the Bank in a statement sent to the Account Holder.

CHAPTER XX

FEES, COMMISSIONS AND OTHER COSTS

- 20.1.** Fees, commissions and other costs charged by the Bank shall be binding on Account Holders pursuant to the Rules and list of charges of banking services (the "**Banking Fee Schedule**").
- 20.2.** The Bank may change the Banking Fee Schedule, promptly notifying the Account Holder of this by posting a notice on the Bank's website. The introduced changes shall be binding on the Account Holder from the day he is notified of the same (except where a different date has been indicated), unless the Account Holder terminates the bank account agreement in the next notice period running from the date of the notification. A notification of changes made via the website of the Bank shall be deemed as duly given once it has been published on the website of the Bank in a way that permits the Account Holder to become familiar with its contents.
- 20.3.** The Bank has the right to deduct fees and commissions charged by the Bank from the amount received before the transaction value is credited to the Account.

CHAPTER XXI

TERMINATION

- 21.1.** Both the Account Holder and the Bank may terminate the bank account agreement, including within the scope concerning sub-accounts opened by the Bank on the Account Holder's instructions, respecting the one-month (1) notice period, with the provision that the Bank may terminate the bank account agreement for valid reasons. In this context, valid reasons mean, in particular, the Account Holder's failure to provide the documents or information it is required to provide on the Bank's demand, a failure to comply with the obligations described in the Rules and the bank account agreement by the Account Holder or the Users, in particular the obligations related to security access and the use of the Network or the Account Holder's failure to make any payment to the Bank when it is due, as well as listing the Account Holder on the Public Warning List of the Polish Financial Supervisory Authority (KNF). Moreover, the Bank has the right to terminate the bank account agreement if the Bank cannot perform the obligations referred to in Article 34 (1) of the Act on Counteracting Money Laundering and Terrorism Financing. If the bank account agreement is terminated by the Bank, the notice period commences from the date of delivery of written notice to the last address for correspondence provided by the Account Holder or if no such address is given then to the Account Holder's address last known to the Bank, by registered letter with return confirmation of receipt. If the bank account agreement is terminated by the Account Holder, the notice period commences from the date of delivery of the notice to the Bank, to its head office address.
- 21.2.** If over a period of at least 12 months no transactions are made in the Account or sub-account of the Account apart from periodic additions of interest, the Bank may terminate the bank account agreement on the terms described in clause 21.1. of the Rules.
- 21.3.** Before the expiry of the notice period of termination of the bank account agreement, the Account Holder is obliged to provide the Bank with instructions regarding the manner of disposing of the funds accumulated on the Account. If there is a positive balance on the Account Holder's VAT account on the expiry of the notice period, the bank account agreement with respect to settlement accounts in PLN shall be terminated and the Account Holder's VAT account and the related settlement accounts of the Account Holder from the date of termination of the agreement until the Bank receives information about the resolution of the Head of the Tax Office and its execution by the Bank, shall be continued as interest-free accounts, from which the Bank shall not collect any fees and commissions, and shall not execute any payment instructions related thereto. After receiving information from the Head of the Tax Office about the resolution, the Bank immediately transfers funds from the Account Holder's VAT account to his settlement account, and then the funds from this settlement account will be transferred to the settlement account maintained by the Account Holder at another bank. After the execution of these instructions, the VAT account and the related settlement accounts shall be immediately closed.
- 21.4.** Upon expiry of the notice period, all outstanding amounts payable between the Account Holder and the Bank shall be promptly settled. These Rules shall be binding on the Account Holder until such amounts have been settled in full.

CHAPTER XXII

FINAL PROVISIONS

- 22.1.** Terms of co-operation between the Account Holder and the Bank:
- The Account Holder shall promptly provide the Bank with all information and copies of all documents that it submits to the registry court in order to have them recorded in the appropriate register or disclose in the registry files, and after the record is made, the Account Holder shall deliver the valid copy of the appropriate register.
 - The Account Holder shall (i) carry out their activities in compliance with the law and (ii) use the Account for the purpose specified in the bank account agreement and in compliance with the applicable regulations. In particular, the Account shall not be used for settlements of transactions (deposits, transfers or withdrawals) covered by regulations on anti-money laundering and terrorist financing. The Parties hereby agree that the Account will not be used for settlements of transactions subject to international sanctions, including sanctions imposed by the United Nations, the European Union and the United States of America. Information about the scope and character of such sanctions is available on websites of the above-listed organizations, and for sanctions imposed by the United States of America - on the website of the Office of Foreign Assets Control, and on the Bank's website.
 - The Account Holder shall promptly notify the Bank of any change of persons authorized to use the funds in the Account, any change of its address and other data sent to the Bank in connection with the bank account agreement or other agreements between the Account Holder and the Bank.
 - To prevent and minimize any losses, the Account Holder shall inform the Bank whenever it fails to receive in due time any confirmation the Bank is obliged to give under these Rules, the bank account agreement or any other agreement governed by these Rules. If the Account Holder fails to comply with this obligation, the Bank shall not be liable for any losses the Account Holder incurs because of this.
 - The information referred to in points a), c) and d) above should be delivered to the Bank, to a bank consultant or to an address indicated in documents or on the Bank's website. Documents which must be submitted as originals or copies certified by the Account Holder in accordance with their rules of representation should be delivered to a banker or to an address indicated in documents or on the Bank's website.
- 22.2.** In connection with implementation of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation):
- if the Account Holder is the data subject, that is in particular a natural person conducting business activity, including a partner at a general partnership, the Account Holder acknowledges that the Bank is the controller of personal data and shall process the personal data of the Account Holder in accordance with the relevant information on personal data processing, available at the Bank's website under the following address: www.citihandlowy.pl/clientzone;
 - In case where the Account Holder is not a natural person, and the Bank as the personal data controller processes personal data of persons (for example, employees of Account Holder) who contact Bank with relation to services provided by the Bank to the Account

Holder, the Account Holder undertakes to notify the data subjects of the processing of their data by the Bank, by providing them the relevant information on personal data processing, available at the Bank's website under the following address: www.citihandlowy.pl/clientzone. The Account Holder undertakes to deliver to the Bank, at the Bank's request, the evidence of having made such notification.

- 22.3.** These Rules shall be governed by the law of the Republic of Poland.
- 22.4.** As a public company, the Bank is obliged to publish its financial statements which are made available to the public on the Bank's website.
- 22.5.** The Bank and the Account Holder shall put their best efforts into amicably resolving any disputes by negotiation and with the aid of conciliation. Any disputes and cases, including cases for appending an enforcement clause to executory documents, between the Bank and the Account Holder shall be examined by a court with jurisdiction over the Bank's seat.
- 22.6.** If any term of these Rules is considered contrary to law or not binding, this shall not affect the binding force of the other terms of the Rules.
- 22.7.** These Rules are provided to the Account Holder before the signing of the bank account agreement and shall be available to each Account Holder on Bank's website www.citihandlowy.pl/clientzone and, at the request of the Account Holder the Bank supplies an additional copy of the Rules.
- 22.8.** The Bank may amend these Rules at any time. The Account Holder and the Bank hereby agree that a notification of changes to the Rules or new Rules shall be sent by the Bank to the Account Holder:
- a) by electronic means as a message published in the Network (allowing to acquire, retrieve, record and print the Rules) in the case that the Account Holder uses the Network, or
 - b) by email sent by the Bank to the email address of the Account Holder provided to the Bank upon the conclusion of the bank account agreement for the purposes of email communications, or
 - c) by registered letter to the Account Holder's last address for correspondence or, if no such address has been given, to the Account Holder's address last known to the Bank.

In parallel with the submission of the notification of changes to the Rules or of new Rules, in the form indicated above, the Bank shall publish information about the change to the Rules or about the new Rules on the Bank's website.

- 22.9.** In the event of any doubts, notification of amendments to the Rules sent via the Network or by email, shall be considered delivered upon the upload of such a notification to the means of electronic communication in such a way that the Account Holder's Users or the addressees of the email message are able to read it. The notification of amendments to the Rules sent by registered letter shall be deemed delivered 21 days after the date when the notification were sent to the address as specified in the clause 22.8 above.
- 22.10.** Within 14 days from the receipt of, respectively, the new Rules or notification of amendments to the Rules, the Account Holder is entitled to inform the Bank in writing of his non-acceptance of the introduced amendments and to terminate the bank account agreement. Failure to submit such a statement within the time frame specified above shall be deemed as the Account Holder's consent to the new wording of the Rules.

www.citihandlowy.pl
Bank Handlowy w Warszawie S.A.

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